



CITY COUNCIL

Council Meeting

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

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

Mollie Prasher, Clerk of Council
614-322-6836

Monday, January 27, 2020

Council Chambers

CITY COUNCIL MEETING

1. **CALL TO ORDER**
2. **INVOCATION - OFFICER JAMES TRIPLETT**
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **APPROVAL OF AGENDA**
6. **APPROVAL OF MINUTES**
 - a. City Council – Regular Meeting – January 13, 2020
7. **COMMUNITY COMMENTS**

The Community Comments portion of the meeting is an opportunity for citizens to address Council. Citizens may wish to bring matters to the attention of the City Council or discuss items on the agenda with the exception of appeal hearings or legislation scheduled for a public hearing. Comments related public hearings may only be made during those hearings.

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

- a. Presentation POW-MIA Plaque and Sign

8. COMMUNICATIONS

9. PUBLIC HEARING

- 1. An Ordinance to Approve the Application Made by Margaret and Richard Harvey to Have Certain Land Located Within the City of Reynoldsburg Located on Summit Road, Permanent Parcel No. 107-017808-00.000, Designated for Placement in an Agricultural District

10. MOTIONS

- a. A Motion to Approve a Resolution Affirming that the City of Reynoldsburg Consents Affirmatively to Presidential Executive Order 13888, Requiring State and Local Consent to Allow the Continuation of the Refugee Resettlement Program within the Corporation Limits of the City of Reynoldsburg
- b. A Motion by the Reynoldsburg City Council to Hereby Confirm the Mayoral Appointments of Alexander Furst, Olivia Bulls, and Amy Barnhart to Serve on the Board of Zoning and Building Appeals (BZBA) for a Term Beginning January 1, 2020 through December 31, 2022
- c. A Motion by the Reynoldsburg City Council to Hereby Confirm the Mayoral Appointments of Steven Hicks and Keith Benner to Serve on the Planning Commission for a Term Beginning January 1, 2020 through December 31, 2022

11. REPORTS

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

- 1. An Ordinance to Waive the Provisions of Section 971.16 of the City's Codified Ordinances for the 2020 Tomato Festival

b. Public Safety, Law & Courts Committee

1. An Ordinance to Amend Chapter 505 Animals and Fowl, Sections 505.11 Killing or Injuring Animals and Repeal Sections 505.13 Poisoning Animals and 505.15 Cruelty to Animals of the Code of Ordinances for the City of Reynoldsburg, Ohio (Second Reading 1/13/2020)
2. An Ordinance to Amend Chapter 505 Animals and Fowl, Section 505.01 Definitions of the Code of Ordinances for the City of Reynoldsburg, Ohio (Second Reading 1/13/2020)
3. An Ordinance to Amend Chapter 505 Animals and Fowl, Section 505.37 Dangerous Dogs and Other Animals and to Add Section 505.13 Tethering Animals to the Code of Ordinances for the City of Reynoldsburg, Ohio (Second Reading 1/13/2020)

c. Public Service & Transportation Committee

1. An Ordinance Authorizing the City Auditor to Remove Equipment from the City's Fixed Asset List for the Street Department, and Declaring an Emergency (First Reading 1/13/2020)
2. An Ordinance Authorizing the Mayor to Purchase an International Brand Dump Truck and Related Equipment for the Street Department, and Declaring and Emergency (First Reading 1/13/2020)
3. An Ordinance to Authorize the Mayor to Purchase an Aerial Lift Truck and Related Equipment for the Street Department, and Declaring an Emergency (First Reading 1/13/2020)
4. An Ordinance by the City of Reynoldsburg Consenting to the Rehabilitation of US Route 40 (National Road) by the Ohio Department of Transportation (ODOT) Within the City Limits of Reynoldsburg in Licking County (First Reading 1/13/2020)
5. An Ordinance to Authorize the Mayor to Enter into a Contract with EMH&T to Survey, Design, and Bid the Replacement of the Waterline on Roselawn for 2020
6. An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T for the Survey and Bidding for the Sewer Improvements 2020
7. An Ordinance Authorizing the Mayor to Enter into a Contract with Sensus and Flexnet to Install Two Meter Reading Towers

8. An Ordinance Authorizing the Mayor to Enter into an Agreement with OHM Advisors for General Consulting and Professional Design, and Declaring an Emergency

d. **Finance & Administration Committee**

1. An Ordinance Authorizing the Mayor to Enter into a Contract to Purchase Real property at 1140 Waggoner Road, and Declaring Emergency (First Reading 1/13/2020)
2. An Ordinance to Appropriate Funds from the Unappropriated General Fund to the Police Department Account 110.111.5207 Law Enforcement Supplies for Donated Monies Received
3. An Ordinance to Make Final Appropriations for Expenses and Other Expenditures of the City of Reynoldsburg, State of Ohio, During the Fiscal Year Ending December 31, 2020
4. An Ordinance to Approve the Application Made by Margaret and Richard Harvey to Have Certain Land Located Within the City of Reynoldsburg Located on Summit Road, Permanent Parcel No. 107-017808-00.000, Designated for Placement in an Agricultural District

e. Clerk of Court Report

f. Treasury Board Minutes

1. Treasury Board Minutes

12. WORK SESSION ON THE CITY ZONING CODE REVISIONS

13. LEGISLATION FOR EMERGENCY ADOPTION

- a. An Ordinance Authorizing the City Auditor to Remove Equipment from the City's Fixed Asset List for the Street Department, and Declaring an Emergency (First Reading 1/13/2020). --- Strickland. Public Service and Transportation Committee.

- b. An Ordinance Authorizing the Mayor to Purchase an International Brand Dump Truck and Related Equipment for the Street Department, and Declaring an Emergency (First Reading 1/13/2020). --- Strickland. Public Service and Transportation Committee.
- c. An Ordinance to Authorize the Mayor to Purchase an Aerial Lift Truck and Related Equipment for the Street Department, and Declaring an Emergency (First Reading 1/13/2020). --- Strickland. Public Service and Transportation Committee.
- d. An Ordinance Authorizing the Mayor to Enter into a Contract to Purchase Real Property at 1140 Waggoner Road, and Declaring an Emergency (First Reading 1/13/2020). --- Salvati. Finance and Administration Committee.

14. LEGISLATION FOR FIRST READING

- a. A Resolution to Waive the Provision of Section 971.16 of the City's Codified Ordinances for the 2020 Tomato Festival --- Baker. Development, Parks and Recreation Committee.
- b. An Ordinance to Authorize the Mayor to Enter into a Contract with EMH&T to Survey, Design, and Bid the Replacement of the Waterline on Roselawn for 2020 --- Strickland. Public Service and Transportation Committee.
- c. An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T for the Survey and Bidding for the 2020 Sewer Improvement Project --- Strickland. Public Service and Transportation Committee.
- d. An Ordinance Authorizing the Mayor to Enter into a Contract with Sensus and Flexnet to Install Two Meter Reading Towers at a Cost --- Strickland. Public Service and Transportation Committee.
- e. An Ordinance Authorizing the Mayor to Enter into an Agreement with OHM Advisors for General Consulting and Professional Design, and Declaring an Emergency --- Strickland. Public Service and Transportation Committee.
- f. An Ordinance to Appropriate Funds from the Unappropriated General Fund to the Police Department Account 110.111.5207 Law Enforcement Supplies for Donated Monies Received --- Salvati. Finance and Administration Committee.

- g. An Ordinance to Make Final Appropriations for Expenses and Other Expenditures of the City of Reynoldsburg, State of Ohio, During the Fiscal Year Ending December 31, 2020, and Declaring an Emergency --- Salvati. Finance and Administration Committee.
- h. An Ordinance to Approve the Application Made by Margaret and Richard Harvey to Have Certain Land Located Within the City of Reynoldsburg Located on Summit Road, Permanent Parcel No. 107-017808-00.000, Designated for Placement in an Agricultural District --- Salvati. Finance and Administration Committee.

15. LEGISLATION FOR SECOND READING

- a. An Ordinance by the City of Reynoldsburg Consenting to the Rehabilitation of US Route 40 (National Road) by the Ohio Department of Transportation (ODOT) Within the City Limits of Reynoldsburg in Licking County (First Reading 1/13/2020). --- Strickland, Public Service and Transportation Committee.

16. LEGISLATION FOR THIRD READING

- a. An Ordinance to Amend Chapter 505 Animals and Fowl, Sections 505.11 Killing or Injuring Animals and Repeal Sections 505.13 Poisoning Animals and 505.15 Cruelty to Animals of the Code of Ordinances for the City of Reynoldsburg, Ohio (Second Reading 1/13/2020). --- Bryant. Public Safety, Law and Courts Committee.
- b. An Ordinance to Amend Chapter 505 Animals and Fowl, Section 505.01 Definitions of the Code of Ordinances for the City of Reynoldsburg, Ohio (Second Reading 1/13/2020). --- Bryant. Public Safety, Law and Courts Committee.
- c. An Ordinance to Amend Chapter 505 Animals and Fowl, Section 505.37 Dangerous Dogs and Other Animals and to Add Section 505.13 Tethering Animals to the Code of Ordinances for the City of Reynoldsburg, Ohio (Second Reading 1/13/2020). --- Bryant. Public Safety, Law and Courts Committee.

17. UPCOMING COUNCIL MEETINGS

- a. February 6, 2020 Planning Commission
- b. February 10, 2020 Council
- c. February 20, 2020 BZBA
- d. February 24, 2020 Council

ADJOURNMENT



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
January 13, 2020**

uncil President Leanora Jenkins called the meeting to order at 7:30 PM

Invocation – Councilmember Barth Cotner

PRESENT: Cotner, Baker, Bryant, Jenkins, Strickland, Salvati, Pyakurel, Lawson-Rowe

ABSENT:

Approval of Agenda

The agenda was approved as submitted.

Approval of Minutes

a. City Council – Regular Meeting – December 16, 2019

Council approved the December 16, 2019 minutes as submitted.

RESULT:	ACCEPTED
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Community Comments

The Community Comments portion of the meeting is an opportunity for citizens to address Council. Citizens may wish to bring matters to the attention of the City Council to discuss items on the agenda with the exception of appeal hearings or legislation scheduled for a public hearing. Comments related to appeal hearings or public hearings may only be made during those hearings. Please note that comments related to appeal hearings, which are similar to court cases, are limited to those individuals

Mr. Owens: Thank you very much and I'll be real brief. I am here on behalf of the Keep Reynoldsburg Beautiful. On April the ninth and tenth, we are holding the very first Reynoldsburg Summit for Sustainability and we are asking for the support of the Reynoldsburg City Council, the Mayor's Office and everyone in this room to support us at that particular event. And I would like this to be in the form of a resolution and with that I thank you so much for your time.

Minutes Acceptance: Minutes of Jan 13, 2020 7:35 PM (Approval of Minutes)



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
January 13, 2020**

Communications

PRELIMINARY AUDITOR YEAR END REVENUE INFORMATION

RESULT:	READ INTO THE MINUTES
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Motions

A MOTION HEREBY APPOINTING STEPHEN CICAK AND CHRIS SHOOK TO SERVE ON THE VOLUNTEER PEACE OFFICERS' DEPENDENT FUND

Ms. Lawson-Rowe: I have a question, how many volunteers do we have serving?

INAUDIBLE

Mr. Shook: The others are appointments are made by our local officers in the City of Reynoldsburg. We do not have those three appointments as yet, but we will get them.

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

A MOTION TO RECOMMEND THE APPOINTMENT OF STACIE BAKER AS THE COUNCIL REPRESENTATIVE TO THE WEST LICKING JOINT FIRE DISTRICT BOARD FOR 2020

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

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**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
January 13, 2020**

A MOTION TO RECOMMEND THE APPOINTMENT OF BARTH COTNER AS THE COUNCIL REPRESENTATIVE TO THE REYNOLDSBURG VISITORS BUREAU

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

A MOTION TO RECOMMEND THE APPOINTMENT OF KRISTIN BRYANT TO SERVE AS THE PRESIDENT PRO TEMPORE OF COUNCIL FOR THE PERIOD BEGINNING JANUARY 13, 2020 UNTIL THE NEXT COUNCIL ORGANIZATIONAL MEETING IN JANUARY 2021

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

A MOTION TO RECOMMEND THE APPOINTMENT OF COUNCILMEMBERS TO COUNCIL COMMITTEES EFFECTIVE JANUARY 13, 2020 UNTIL DECEMBER 31, 2020

Ms. Jenkins: I move to recommend the appointment of Stacie Baker, Bhuwan Pyakurel, Meredith Lawson-Rowe and Barth Cotner to Development Parks and Recreation Committee. Kristin Bryant, Meredith Lawson-Rowe, Barth Cotner and Louis Salvati to Public Safety Law and Courts Committee. Shanette Strickland, Barth Cotner, Bhuwan Pyakurel and Meredith Lawson-Rowe to the Public Service and Transportation Committee. And Louis Salvati to the Finance Administration Committee.

Ms. Jenkins: Any questions?

Mr. Baker: Ms. Jenkins, it's supposed to be Councilman Pyakurel on the Public Service and not Louis Salvati.

Ms. Jenkins: That's correct. The correction stands as Bhuwan Pyakurel instead of Louis Salvati on Development Parks and Recreation Committee.

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**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
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Ms. Lawson-Rowe: I'm confused, I am sorry. Can we go back to the Development Parks and Recreation Committee? I thought that you had mentioned a name that I didn't see before.

Ms. Jenkins: There was a change actually to the agenda, because we wanted to make sure that there was an even number on some of the other committees where there weren't before, so there was a correction before we started.

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

A MOTION TO RECOMMEND THE APPOINTMENT OF TEMPORARY COMMITTEE CHAIRS

Ms. Jenkins: I move to recommend the appointment of Stacie Baker as temporary chair of Development Parks and Recreation Committee. Kristin Bryant as temporary chair of the Public Safety Law and Courts Committee. Shanette Strickland as temporary chair of the Public Service and Transportation Committee and Louis Salvati as temporary chair of the Finance and Administration Committee.

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

Reports

CLERK OF COURT REPORT

The Clerk of Council read the Clerk of Court report.

Election RESULT: READ INTO THE MINUTES

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**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
January 13, 2020**

Development, Parks & Recreation Committee

Election of Committee Chair

Mr. Baker: The committee must select a chair and vice chair. So were going to do first the election of committee chair. I open the floor for nominations of chair for the Development Parks and Recs Committee. Individual nominations themselves with a second, any nominations?

Ms. Lawson-Rowe: I nominate you, Mr. Baker, for Committee Chair?

Mr. Baker: Is there a second? Second by Councilmember Lawson-Rowe.

Mr. Baker: Any other nominations before close? No, ok. I close nominations. Is there any discussion about the nomination? No discussion. A voice vote was called. The motion carried.

Now the election of committee vice chair. I open the floor for vice chair of the Development Parks and Recreation Committee, are there any nominations? I would like to nominate Councilman Pyakurel for Vice Chair. Can I get a second? Second by Ms. Lawson - Rowe. Are there any other nominations? Seeing none, the nominations are closed. A voice vote was called. The motion carried.

Councilman Stacie Baker is elected as the chair of the Development, Parks and Recreation Committee and Councilman Bhuwan Pyakurel elected as the vice chair of the Development, Parks and Recreation committee.

3. Development, Parks and Recreation Committee Meeting – December 16, 2019

The December 16, 2019 Development, Parks and Recreation Committee meeting minutes were approved as submitted.

RESULT:	ACCEPTED
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**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
January 13, 2020**

AN ORDINANCE TO AMEND THE APPROPRIATION ACCOUNT NUMBERS FOR ORDINANCE NO. 127-19 TO AUTHORIZE THE REYNOLDSBURG DEPARTMENT OF PUBLIC SERVICE TO APPLY FOR AND ACCEPT THE COMMERCIAL ELECTRIC VEHICLE (EV) CHARGING STATION INCENTIVE GRANT FROM AEP TO SUPPORT AN ELECTRIC CHARGING PROJECT, EXECUTE A CONTRACT WITH AN AEP APPROVE CONTRACTOR EV UNITED/CHARGEPOINT, APPROPRIATE FUNDS, AND DECLARING AN EMERGENCY

Mr. Bowsher: Thank you Chairman Baker and other members of Council. This comes before you, this is a clean-up ordinance and repeal and replace of something that passed last Council back in December. We were awarded more dollars for the grant to have four total charging stations. Totaling about \$240,000.00. Two at the Community Center and two at the parking lot. This is to re-appropriate the money into the correct accounts and then move forward with utilizing EV and Charge Point for that construction.

Ms. Bryant: How much additional funding are we talking about?

Mr. Bowsher: We went from about 180 to about 240. So these two additional chargers are basically dual point chargers. They take about two hours to recharge the vehicle and they are \$20,000.00 grants each.

Ms. Lawson-Rowe: Will there be any additional funds that would need to be supplied from the City?

Mr. Bowsher: No. These, basically what we do is we pay for these chargers up front and then we go ahead and submit that the projects were completed and then AEP releases the money so its 100% grant match.

Mr. Baker: I would like to move forward to council for emergency adoption, is there a second? Second by Councilman Pyakurel. A voice vote was called. The motion carried.

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**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
January 13, 2020**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT WITH BUILDERSCAPE, INC. TO PERFORM IMPROVEMENTS TO
JFK PARK, APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY**

Ms. Bauman: Thank you Chairman Baker, members of the Committee and members of Council. On April 22nd of 2019, Council legislation authorizing the Mayor to enter into contract with EMH&T for the engineering, planning, advertising and bid document preparation for the JFK park improvements and then on November 14th and 21st it was advertised. On December 13th we held a bid opening for the project and received four bids. EMH&T reviewed the bids and made a recommendation to the City to accept Builderscape, Inc. as the contractor for the JFK improvement. We are requesting authorization for the Mayor to enter into contract with Builderscape in the amount of \$1,100,913.00, plus a 10% contingency of \$110,091.00 for a total of \$1,211,004.00 and declaring an emergency to enable the contract to be awarded. We also need to appropriate funds from the unappropriated CIP fund to the JFK Park Improvement fund in the amount of the \$1,211.004.00.

Ms. Jenkins: The amount, since it was approved last year....

Ms. Bauman: It was not approved we were just given authorization to begin the process. So now I need for Council to approve that contract to allow us to award it and then to unappropriate the funds from the, to take the unappropriated funds from the CIP and appropriate them into the CIP JFK Park Improvement fund. I can read that account number if you need me to.

Ms. Bryant: So this is going on to the 2020 budget, is that correct?

Ms. Bauman: The 2020 CIP monies.

Mr. Cotner: Could you then, since we have such a nice crowd here tonight, share what these improvements are going to look like and the transformation that's going to be happening after many overdue years.

Ms. Bauman: Certainly. So the restroom that is currently out there was built probably around 1970, give or take a few years. So that will be torn down and where the existing concession stand is, that is going to be where the new restroom and concession stand will be. It will be a little bit bigger, it's not going to be the exact

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same footprint. But there will be a concession stand in there with storage area for Parks and Recreation. And then there will be the restroom facility will have two family units, so you can go in if you have your daughter with you or your son. You can go in there and use the family unit. And then there will be two traditional, a men's and a women's restroom. Then there will be playground equipment for 0-5 and 5-12. I think that's the breakdown. And then we have this really neat education component, it's an arch. Its motion, you can touch it and play and tag. It's all kinds of games and music. It just keeps you moving if you're in a wheelchair or if you're an elderly person. Everybody of all ages can utilize this piece of equipment. Were also going to have a lot more connectivity. Right now when you pull up to the park you have the curb, do if you are in a wheelchair or if you have a stroller to be able to get up over that curb. So there will be access ramps all around and pads that connect you from one portion of the playground equipment by the concession stand all the way over to the gazebo.

Ms. Jenkins: Do you have an idea of the timeline and when this will be completed?

Ms. Bauman: They will probably start in March and they said its 180 days after they start the demo. So were hoping by September. So our baseball season will be disrupted a little bit, we will make sure we have porta johns out there to accommodate our crowds.

Mr. Salvati: Just for the record, for the crowd here and it goes along with President Jenkins question. I am assuming this is an emergency because its kinds of been drug on to this point, and we want people to be able to use this, this summer.

Ms. Bauman: And we have to award the contract within, I believe 60 days. So yes.

Councilmember Baker moved to forward the ordinance to Council for emergency adoption. Second by Councilmember Lawson-Rowe. A voice vote was called. The motion carried.

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**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
January 13, 2020**

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH EMH&T FOR CONSTRUCTION MANAGEMENT/INSPECTION FOR THE JFK PARK PROJECT, APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY

Ms. Bauman: So this is a request for authorization for the Mayor to enter into contract with EMH&T as we stated for the construction management and inspection of the JFK Park Improvement. EMH&T will oversee all aspect of the project and perform an inspection once the project is complete. The fee for their services is \$79,535.00. And we also need to appropriate these funds from the unappropriated CIP into the JFK Park Improvement Fund.

Mr. Baker: I am going to say one thing, I am glad that this is getting done because when I took my kids to JFK I could see the years of wear and tear and it's time to replace the old and bring in the new. I do applaud you for this.

Ms. Bauman: We are very excited.

Councilmember Baker motioned for the ordinance to be forwarded to Council for emergency adoption. Second by Councilmember Pyakurel. Motion passed.

As there was no further business, Councilmember Baker returned the meeting to President Jenkins

Public Safety, Law & Courts Committee

Ms. Bryant: Members in attendance are Councilmember Lawson-Rowe, Councilmember Pyakurel, Councilmember Cotner, temporary Chair Bryant and President Jenkins.

The committee must select its own Chair and Vice Chair.

Election of Committee Chair

Ms. Bryant: I open the floor for nominations for Chair of the Public Safety, Law and Courts Committee. Individuals may nominate themselves with a second, any nominations?

Ms. Lawson-Rowe: I nominate you Ms. Bryant.

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REYNOLDSBURG CITY COUNCIL
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Ms. Bryant: Thank you, do we have any other nominations for chair?

Mr. Baker: The second.

Ms. Bryant: Is there a second to Councilmember Lawson- Rowe's nomination.

Mr. Pyakurel: I second.

Ms. Bryant: Thank you Councilmember Pyakurel. Is there any discussion about the nominations? Seeing none, all in favor of appointing Councilmember Bryant Chair of the Public Safety, Law and Courts Committee, please say aye, any opposed? The ayes have it, the motion carried

Kristin Bryant is elected chair of the Public Safety, Law and Courts Committee.

Election of Committee Vice Chair

Ms. Bryant: I open the floor for nomination for Vice Chair of the Public Safety, Law and Courts Committee. Individuals may nominate themselves with a second, any nominations?

Mr. Pyakurel: I nominate Councilmember Lawson-Rowe.

Ms. Bryant: Thank you Mr. Pyakurel. Do we have a second? I will second it. Alright, so do we have any other nominations for vice chair of this committee? Seeing none, all in favor. All opposed. Motion carries. Ms. Lawson-Rowe is elected Vice Chair of this committee. Congratulations and my condolences.

3. Public Safety, Law and Courts Committee – Committee Meeting – December 16, 2019

The December 16, 2019 Public Safety, Law and Courts Committee meeting minutes were approved as submitted.

RESULT:	ACCEPTED
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**MINUTES REGULAR MEETING
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AN ORDINANCE TO AMEND CHAPTER 505 ANIMALS AND FOWL, SECTIONS 505.11 KILLING OR INJURING ANIMALS AND REPEAL SECTIONS 505.13 POISONING ANIMALS AND 505.15 CRUELTY TO ANIMALS OF THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO

Ms. Strickland: I know there was some questions before about the language being updated, has that been updated accordingly?

Ms. Bryant: I will direct that question to City Attorney Shook.

Mr. Shook: Yes, before the full agenda was submitted there was some suggestion to changes on the definitional sections with respect to dangerous dogs and how we will define them. That's not this particular ordinance that Councilman Bryant has up right now but there were some other suggestions that were brought up by Councilman Lou Salvati and those are some changes that we intend to incorporate to clean up this piece of legislation for a third reading and that will be in preparation for the next meeting on the 27th.

Ms. Bryant: I move we forward this Council to Ordinance for a second reading, is there a second. Seconded by Councilmember Pyakurel, any further discussion? All in favor please say aye, opposed please say nay. The ayes have it. The motion carries. The ordinance will be forwarded to Council for a second reading.

AN ORDINANCE TO AMEND CHAPTER 505 ANIMALS AND FOWL, SECTION 505.01 DEFINITIONS OF THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO

Ms. Bryant: I move we forward this Council to Ordinance for a second reading, is there a second. Seconded by Councilmember Pyakurel, any further discussion? All in favor please say aye, opposed please say nay. The ayes have it. The motion carries. The ordinance will be forwarded to Council for a second reading.

AN ORDINANCE TO AMEND CHAPTER 505 ANIMALS AND FOWL, SECTION 505.37 DANGEROUS DOGS AND OTHER ANIMALS AND TO ADD SECTION 505.13 TETHERING ANIMALS TO THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO

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Ms. Bryant: I move we forward this Council to Ordinance for a second reading, is there a second. Seconded by Councilmember Pyakurel, any further discussion? All in favor please say aye, opposed please say nay. The ayes have it. The motion carries. The ordinance will be forwarded to Council for a second reading.

Public Service & Transportation Committee

Ms. Strickland: Members in attendance are Councilmembers Cotner, Councilmember Baker, Councilmember Pyakurel, Temporary Chair Strickland and President Jenkins.

Election of Committee Chair

Ms. Strickland: I open the floor for nomination for Chair of Public Service and Transportation Committee. Individuals may nominate themselves with a second, any nomination?

Mr. Pyakurel: I nominate Councilmember Strickland for the Chair.

Ms. Strickland: Is there any other nominates, I see none, I second. All in favor of nominating Councilmember Strickland for Chair of Public Service and transportation Committee please say aye. All opposed please say nay. The ayes have it. Councilmember Strickland is elected Chair of the Public Service and Transportation Committee.

Councilmember Strickland is elected chair of the Public Service and Transportation Committee

Election of Committee Vice Chair

Ms. Strickland: I open the floor for nomination for Vice Chair of the Public Service and Transportation Committee, individuals may nominate themselves with a second. Any nominations?

Mr. Baker: I would like to nominate Barth Cotner to be Vice Chair.

Ms. Strickland: And a second? Pyakurel, thank you. I close the nomination, is there any discussion? All in favor of appointing Councilmember Cotner as the Vice Chair of the Public Service and Transportation Committee please say aye. All opposed please say nay. The ayes have it.

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REYNOLDSBURG CITY COUNCIL
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Councilmember Cotner is elected Vice Chair of the Public Service and Transportation committee

3. City Council – Committee Meeting – December 16, 2019

The December 16, 2019 Public Service and Transportation minutes were approved as submitted.

RESULT:	ACCEPTED
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AN ORDINANCE BY THE CITY OF REYNOLDSBURG CONSENTING TO THE REHABILITATION OF US ROUTE 40 (NATIONAL ROAD) BY THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) WITHIN THE CITY LIMITS OF REYNOLDSBURG IN LICKING COUNTY

Mr. Bowsher: This is before you, this is the second piece of our legislation for the Licking County, the district 5 piece for our 2021 repaving efforts. Come before you are district 6, the Franklin County side as well. But this is a check in the box that ODOT requires up to approve that we agree with what they are doing. We have already appropriated the funds of about \$124,000 last year to go ahead and do that work. There will be one more before they start the work in 2021.

Councilmember Strickland moved to forward the legislation to council for a first reading. Seconded by Councilmember Cotner. Motion passed.

AN ORDINANCE AUTHORIZING THE CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST FOR THE STREET DEPARTMENT

Mr. Kundtz: We got a little bit ahead of our self on this, just in the order. This is asking for authorization for the auditor to remove equipment from the asset list to be traded in or auctioned off on GovDeals. The assets that we are asking to replace are for the equipment that's coming up next.

Councilmember Strickland moved to forward the legislation to council for a first reading. Seconded by Councilmember Pyakurel. Motion passed.

Minutes Acceptance: Minutes of Jan 13, 2020 7:35 PM (Approval of Minutes)



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
January 13, 2020**

AN ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE AN
INTERNATIONAL BRAND DUMP TRUCK AND RELATED EQUIPMENT FOR
THE STREET DEPARTMENT

Mr. Kundtz: This is asking for approval for the Mayor to enter into a contract to purchase, it would be a replacement for one of our larger salt trucks. I have been working hard on getting on a good rotation after this one, we should be on about a 15 year rotation for each truck so hopefully it looks like next year I shouldn't be coming back for any.

Ms. Strickland: What year is this particular truck?

Mr. Kundtz: I believe this is a 2007. They do, it is such a complex piece of equipment, they do normally take about 10 to 11 months to get built, get everything together. So I am asking for emergency also.

Ms. Lawson-Rowe: So how many of the trucks do we currently have?

Mr. Kundtz: Currently our main rotation or main fleet for handling snow, we have 8 large trucks and 1 smaller truck.

Ms. Lawson-Rowe: And what's a good number to have in a City our size so that we...

Mr. Kundtz: I think we are doing great with what we have, we have a real good crew put together. We have our routine, each driver has their specific route, neighborhood, and we pride ourselves on the job that we do. We certainly appreciate having equipment to do the job.

Ms. Strickland: So I know you mentioned about having this as an emergency, we don't have it as an emergency tonight.

Mr. Kundtz: No, two readings. I want you to be comfortable with it.

Ms. Strickland: Two readings, alright. I just wanted to make sure.

Minutes Acceptance: Minutes of Jan 13, 2020 7:35 PM (Approval of Minutes)



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
January 13, 2020**

Mr. Kundtz: Not to totally rush things along, but like I said it does take some time to get them built and get toward the head of the list for the manufactures to be built out, it helps a lot to get in the front of the line.

Ms. Bryant: Are you expecting to trade in the truck that we have or what's the ultimate expectation on that?

Mr. Kundtz: Right now I kind of left it open on the deal, again with it taking so long to be traded in, we didn't get a number, a hard number in writing to us for the trade in because we're not sure what kind of condition the truck will being yet. Hopefully it's not blown up or anything but... At least that leaves options open so we can chose to whatever is going to suite the City the best as far as funds for it.

Ms. Lawson- Rowe: So what I am hearing is that we would be fully functional next winter with having this new piece of equipment and we aren't now?

Mr. Kundtz: No we are right now. This would just be replacing one. We would still have the truck that would be traded in or auctioned off. It's still in our possession and useful right now. Just trying to look ahead before we start having major problems with it.

Councilmember Strickland moved to forward the legislation to council for a first reading. Seconded by Councilmember Cotner. Motion passed.

AN ORDINANCE TO AUTHORIZE THE MAYOR TO PURCHASE AN AERIAL LIFT TRUCK AND RELATED EQUIPMENT FOR THE STREET DEPARTMENT

Mr. Kundtz: This is the same sort of situation, just trying to rotate the fleet through. This is a 2006, what we refer to as a bucket truck. When we met on Saturday and discussed how many traffic lights and street lights that we maintain, this is our primary truck to reach all of those. It's treating us good but would like to replace it before we start having problems.

Ms. Strickland: Do we have a list of the fleet on the rotational on how many trucks that is going to be up for maintenance or need to be repaired or...

Minutes Acceptance: Minutes of Jan 13, 2020 7:35 PM (Approval of Minutes)



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
January 13, 2020**

Mr. Kundtz: I can certainly get you something. Over the years, yea different departments we have done spreadsheets. And both of these vehicles the money is in this year's budget already.

Councilmember Strickland moved to forward the legislation to council for a first reading. Seconded by Councilmember Pyrakurel. Motion passed.

Finance & Administration Committee

Mr. Salvati: Members in attendance are Councilmember Baker, Councilmember Bryant, Councilmember Strickland, Temporary Chair Salvati and Council President Jenkins.

Election of Committee Chair

Mr. Salvati: I open the floor for nominations for Chair of the Finance and Administration Committee. Individuals may nominate themselves with a second. Do I have any nominations?

Ms. Bryant: I nominate Councilmember Salvati.

Mr. Salvati: Thank you, do I have a second? Second by Councilmember Strickland. Do I have any other nominations? See none, I close the nominations. All in favor of appointing Councilmember Salvati as Chair of the finance and Administration Committee please say aye. All opposed please say nay.

Councilmember Salvati elected as Chair of the Finance and Administration Committee

Election of Committee Vice Chair

Mr. Salvati: I open the floor for nominations of Vice Chair for the Finance and Administration Committee. Individuals may nominate themselves with a second. Do I have any nominations?

Ms. Bryant: I nominate Councilmember Baker.

Mr. Salvati: Do I have a second for Councilmember Baker? Councilmember Strickland seconds the nomination of Councilmember Baker. I close the nominations,

Minutes Acceptance: Minutes of Jan 13, 2020 7:35 PM (Approval of Minutes)



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
January 13, 2020**

all those in favor of nominating Councilmember Baker as the Vice Chair of the Finance and Administration Committee please say aye. And all opposed please say nay.

Councilmember Baker is elected Vice Chair of the Finance and Administration committee

3. City Council – Committee Meeting – December 16, 2019

The December 16, 2019 Finance and Administration Committee meeting minutes were approve as submitted.

RESULT:	ACCEPTED
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AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT TO PURCHASE REAL PROPERTY AT 1140 WAGGONER ROAD, AND DECLARING AN EMERGENCY

Mayor Begeny: President Jenkins, members of Council. This is the first step to look forward to the 2021 improvement plan for our parks. The reality is this an opportunity to add land that is currently owned, right next to it is one of our storage areas off Waggoner Road. With the hopes of eventually of making this a dedicated entrance to jewel of the Reynoldsburg Parks system, Quarry Park. The idea behind this is eventually would be able to connect everything from Summit Campus High School all the way down to Waggoner Road with some facilities all the way around to kind of show case our park systems.

Ms. Bryant: Is this the same property that Metro Development tried to purchase?

Mayor Begeny: I don't believe this is the same. No this is much further down on Waggoner Road. Further up, depending on your point of view.

INAUDIBLE

Mayor Begeny: Yes, where the caboose used to be.

Ms. Bryant: Ok, thank you.

Minutes Acceptance: Minutes of Jan 13, 2020 7:35 PM (Approval of Minutes)



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
January 13, 2020**

Mayor Begeny: You're welcome.

Mr. Salvati: I have a comment, it's not a question just a comment. Being somebody that uses Pine Quarry, proud member of the friends of Pine Quarry Park. I am really excited to see this project that was something like 30 years in the making, to come into fruition. I am all in favor of it.

Ms. Jenkins: The contract to purchase the real property, how much is it?

Mayor Begeny: \$65,000.00.

Ms. Jenkins: And it's coming from what?

Mayor Begeny: The CIP.

Mr. Cotner: And the reason were moving it as an emergency and passing on, introducing and passing in one night?

Mayor Begeny: So we can get it locked up for real estate purchase so we don't get into a bidding war with other competitors at some future point.

Mr. Cotner: Ok, two weeks is, that property is not...

Mayor Begeny: I'll defer to Mr. Bowsher on that particular...

INAUDIBLE

Mr. Cotner: So in two weeks we can't still pass this then?

Mayor Begeny: We can, yes.

Mr. Cotner: We've tried to avoid introduction of something brand new, passage, all in one night. So again, this would especially involve spending finances, I don't see why we would not, again not that we are opposed to it, I think it's a great step in the right direction but two more weeks to make sure we pass it appropriately makes more sense to me.

Minutes Acceptance: Minutes of Jan 13, 2020 7:35 PM (Approval of Minutes)



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
January 13, 2020**

Ms. Strickland: And I agree with you Councilmember Cotner. If we have two weeks and we don't have to pass as an emergency, because that's one of the things that we are trying to cut back on.

Mr. Cotner: It's still going to be an emergency but at least it gets the second read.

Ms. Strickland: Well, right it gets the second reading.

Mr. Salvati: So correct me if I am wrong. We would need a motion to change this to a standard emergency and put it on the agenda for two weeks from now.

INAUDIBLE

Mr. Salvati: To stand for a first reading as an emergency. But we can make that decision without...

Clerk Prasher: You're not changing the legislation.

Mr. Cotner: I got one other question too, I am sorry. Is this in the township or the City? It's the township. So will we be annexing in once the purchase is done?

INAUDIBLE

Mr. Cotner: Ok, thank you.

Ms. Bryant: Has there been an appraisal of this property?

Mayor Begeny: The last time was...

Mr. Bowsher: They actually had it listed for about 89 and we talked them down to 65, based on current market value, we actually have it well under its current market value. So we are getting a really good deal.

Ms. Bryant: And that's the reason the request for emergency?

Mr. Bowsher: Of course.

Minutes Acceptance: Minutes of Jan 13, 2020 7:35 PM (Approval of Minutes)



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
January 13, 2020**

Ms. Bryant: thank you.

Mr. Baker: I normally agree we shouldn't be passing stuff through as an emergency like this, however we all know that the property market is hot and this is supposed to be the slow time for selling property but it's not. It's still going like its summer time. And if we are getting this for a deal like that, I rather just go ahead and pass it so we have the funds for it, before someone else tries to come in and we are in a bidding war and we are probably paying more then what we probably could of had it at now.

Mr. Salvati: Well it's my understanding that if we pay it after two weeks, we would still have it locked in at 65.

Mr. Baker: Ok.

Mr. Salvati: I agree with Councilmember Cotner. I would feel much more comfortable with, I don't feel comfortable in general passing legislation on the same night because you know who knows what could come up, who could come into City Hall and give us information in that two weeks. Which is what the two weeks is designed for. And it's not going to jeopardize the deal, that's the important thing. So I know Councilmember Strickland and myself are both in favor of waiting, Councilmember Bryant would you be ok with that?

Ms. Bryant: Yea, I would agree and I would second the motion.

Councilmember Salvati moved to forward the legislation to council for a first reading. Seconded by Councilmember Bryant. Motion passed.

Minutes Acceptance: Minutes of Jan 13, 2020 7:35 PM (Approval of Minutes)

Reynoldsburg

OHIO • 1839

MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL January 13, 2020

LEGISLATION FOR EMERGENCY ADOPTION - SINGLE READING

1-2020

AN ORDINANCE TO AMEND THE APPROPRIATION ACCOUNT NUMBERS FOR ORDINANCE NO. 127-19 TO AUTHORIZE THE REYNOLDSBURG DEPARTMENT OF PUBLIC SERVICE TO APPLY FOR AND ACCEPT THE COMMERCIAL ELECTRIC VEHICLE (EV) CHARGING STATION INCENTIVE GRANT FROM AEP TO SUPPORT AN ELECTRIC CHARGING PROJECT, EXECUTE A CONTRACT WITH AN AEP APPROVED CONTRACTOR EV UNITED/CHARGEPOINT, APPROPRIATE FUNDS, AND DECLARING AN EMERGENCY

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

2-2020

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH BUILDERSCAPE, INC. TO PERFORM IMPROVEMENTS TO JFK PARK, APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY

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

3-2020

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH EMH&T FOR CONSTRUCTION MANAGEMENT/INSPECTION FOR THE JFK PARK PROJECT, APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY.

Minutes Acceptance: Minutes of Jan 13, 2020 7:35 PM (Approval of Minutes)

Reynoldsburg

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MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL January 13, 2020

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

LEGISLATION FOR FIRST READING

AN ORDINANCE BY THE CITY OF REYNOLDSBURG CONSENTING TO THE REHABILITATION OF US ROUTE 40 (NATIONAL ROAD) BY THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) WITHIN THE CITY LIMITS OF REYNOLDSBURG IN LICKING COUNTY

RESULT:	REFERRED TO COMMITTEE	Next: 1/27/2020 7:35 PM
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AN ORDINANCE AUTHORIZING THE CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST FOR THE STREET DEPARTMENT

RESULT:	REFERRED TO COMMITTEE	Next: 1/27/2020 7:35 PM
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AN ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE AN INTERNATIONAL BRAND DUMP TRUCK AND RELATED EQUIPMENT FOR THE STREET DEPARTMENT

RESULT:	REFERRED TO COMMITTEE	Next: 1/27/2020 7:32 PM
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AN ORDINANCE TO AUTHORIZE THE MAYOR TO PURCHASE AN AERIAL LIFT TRUCK AND RELATED EQUIPMENT FOR THE STREET DEPARTMENT

RESULT:	REFERRED TO COMMITTEE	Next: 1/27/2020 7:35 PM
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AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT TO PURCHASE REAL PROPERTY AT 1140 WAGGONER ROAD, AND DECLARING AN EMERGENCY

Minutes Acceptance: Minutes of Jan 13, 2020 7:35 PM (Approval of Minutes)

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MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL January 13, 2020

RESULT:	REFERRED TO COMMITTEE	Next: 1/27/2020 7:35 PM
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LEGISLATION FOR SECOND READING

AN ORDINANCE TO AMEND CHAPTER 505 ANIMALS AND FOWL, SECTIONS 505.11 KILLING OR INJURING ANIMALS AND REPEAL SECTIONS 505.13 POISONING ANIMALS AND 505.15 CRUELTY TO ANIMALS OF THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO --- Bryant. Public Safety, Law and Courts Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 1/27/2020 7:35 PM
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AN ORDINANCE TO AMEND CHAPTER 505 ANIMALS AND FOWL, SECTION 505.01 DEFINITIONS OF THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO --- Bryant. Public Safety, Law and Courts Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 1/27/2020 7:35 PM
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AN ORDINANCE TO AMEND CHAPTER 505 ANIMALS AND FOWL, SECTION 505.37 DANGEROUS DOGS AND OTHER ANIMALS AND TO ADD SECTION 505.13 TETHERING ANIMALS TO THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO --- Bryant. Public Safety, Law and Courts Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 2/10/2020 7:35 PM
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Upcoming Council Meetings

January 16, 2020 BZBA Cancelled
 January 27, 2020 Council
 Work Session on Zoning Code Revisions
 February 6, 2020 Planning Commission
 February 10, 2020 Council
 February 20, 2020 BZBA
 February 24, 2020 Council

Adjournment

Minutes Acceptance: Minutes of Jan 13, 2020 7:35 PM (Approval of Minutes)



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
January 13, 2020**

Leanora Jenkins, President of Council

Mollie Prasher, Clerk of Council

Minutes Acceptance: Minutes of Jan 13, 2020 7:35 PM (Approval of Minutes)

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

DATE: **January 27, 2020**

TO: **City Council**

RE: **Immigrant Resettlement Executive Order**

Approval:

Completed Joe Begeny	Completed Chris Shook	Stephen Cicak
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This motion is in response sent to all municipal government from Secretary Pompeo regarding Executive Order 13888 "On Enhancing State and Local Involvement in Resettlement."

Attached is a copy of a letter from Mayor Begeny that will accompany Council's resolution.

A MOTION TO APPROVE A RESOLUTION AFFIRMING THAT THE CITY OF REYNOLDSBURG CONSENTS AFFIRMATIVELY TO PRESIDENTIAL EXECUTIVE ORDER 13888, REQUIRING STATE AND LOCAL CONSENT TO ALLOW THE CONTINUATION OF THE REFUGEE RESETTLEMENT PROGRAM WITHIN THE CORPORATION LIMITS OF THE CITY OF REYNOLDSBURG

WHEREAS, refugee resettlement has had a long history in Franklin County with broad community support for the economic and cultural contributions of those individuals who first settle in Central Ohio as refugees; and

WHEREAS, by definition, refugees are individuals who have been forced to flee their home country due to persecution based on their race, religion, nationality, political opinion, or social group and who have been extensively vetted by and are processing through the U.S. Refugee Admissions Program; and

Clerk of Council

Mollie Prasher

7232 East Main Street

Reynoldsburg OH 43068

614-322-6836 Phone

WHEREAS, President Donald J. Trump issued Executive Order 13888 on September 26, 2019, which requires states and local governments to consent to receive refugees under the U.S. Department of State's Reception and Placement Program; and

WHEREAS, according to the 2015 Impact of Refugees in Central Ohio Report, the total yearly contribution of refugees in Franklin County is \$1.6 billion; and

WHEREAS, the City of Reynoldsburg remains committed to creating an open, inclusive, compassionate and welcoming place for all who live, work and raise families here; and

WHEREAS, although not every local jurisdiction in Franklin County has had refugee resettlement in the past, it is important to make a collective statement of welcome and inclusion as our regional economy continues to grow in both population and diversity.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF REYNOLDSBURG, OHIO, that:

Section 1. The City of Reynoldsburg hereby supports and consents to receive refugees under the U.S. Department of State's Reception and Placement Program.

Section 2. The City of Reynoldsburg remains committed to creating an open, inclusive, compassionate,
and welcoming place for all who live, work and raise families here.

Section 3. This Resolution is in effective immediately upon passage.



January 13, 2020

Secretary Michael R. Pompeo
U.S. Department of State
2201 C Street NW
Washington, DC 20520

RE: City of Reynoldsburg, Ohio Consent for Resettlement of Refugees

Dear Secretary Pompeo:

This letter is to formally notify you that the City of Reynoldsburg, Ohio unambiguously consents to accept the initial resettlement of any refugees in our City.

I am the Mayor for the City of Reynoldsburg. This letter has the legislative authorization of the Reynoldsburg City Council passed by resolution on January 13, 2020.

Reynoldsburg has a long and proud history of being an Inclusive community that welcomes all people.

This consent is unconditionally given and is not conditioned on the acceptance of only certain refugees or on any other factor, such as refugee race, ethnicity, religion, or national origin.

The City of Reynoldsburg's willingness to consent to the resettlement of refugees is not dependent on the executive order, but only on compliance with the federal immigration laws.

This consent shall remain valid unless or until it is withdrawn in writing by myself or a subsequent City Mayor.

Respectfully,

Joseph Begeny
Mayor, City of Reynoldsburg

cc: Principal Deputy Assistant Secretary Carol T. O'Connell
Reynoldsburg City Council

Attachment: Mayor's Resettlement Letter (Immigrant Resettlement Executive Order)

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

DATE: January 27, 2020
TO: Finance and Administration Committee
RE: Appointment of Three Members to the BZBA

Approval:

Completed Joe Begeny	Chris Shook	Stephen Cicak
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Resumes for each candidate are attached.

ALEXANDER J. FURST

1456 Lancaster Avenue, Reynoldsburg, Ohio 43068 | (614) 835-6011 | alexfurst@gmail.com

EXPERIENCE

FINANCE MANAGER | DRONEDEPLOY | MAY 2018 – PRESENT

- Manage corporate finance, tax, and payroll. Duties include GAAP accounting, audit and regulatory compliance, financial reporting, planning, and analysis, process improvements, and policy writing.

FINANCE & OPERATIONS ANALYST | PAXATA | NOVEMBER 2016 – MAY 2018

- Responsible for a wide range of accounting, finance, and sales operations functions including GAAP accounting, financial reporting and analysis, and audit, tax, and regulatory compliance.

U.S. BANK INTERIM AML TEAM MANAGER | ROBERT HALF | AUGUST 2016 – SEPTEMBER 2016

- Managed and trained 100+ anti-money laundering analysts and quality control reviewers across two sites engaged in lookback audits and ongoing risk management reviews of unusual and suspicious money laundering and fraud activity.

DISCOVER FINANCIAL SERVICES FRAUD SAR ANALYST | ROBERT HALF | FEBRUARY 2016—JUNE 2016

- Analyzed activity alerts and financial transaction history across a wide range of banking products and software programs for suspicious or fraudulent credit card, deposit account, and loan activity. Determined FinCEN SAR eligibility and drafted suspicious activity reports and narratives based upon those findings.

GENERAL MANAGER | JUST NAME IT CUSTOM APPAREL | AUGUST 2009—NOVEMBER 2015

- Managed 10+ employees in retail customer service, outside sales, and production/order fulfillment roles.
- Directed all purchasing, shipping/receiving, human resources, and accounting/finance functions.

TEAM SALES MANAGER | AQUA OUTFITTERS | MAY 2008—AUGUST 2008

- Managed and grew sales of technical swimming equipment for schools, private teams, and community organizations.

INVESTIGATIVE RESEARCH INTERN | NORTHCOAST RESEARCH | JANUARY 2008—MARCH 2008

- Completed 500 hour internship program. Responsibilities included archival research, video and photographic surveillance, covert contact, and investigative research services for workers' compensation, FMLA, and liability claims.

EDUCATION

MASTER OF SCIENCE | 2009 | BOWLING GREEN STATE UNIVERSITY

Major: Criminal Justice

Concentration: Policing and Public Policy

Thesis: "State Regulation of Private Police and Security Agents"

BACHELOR OF SCIENCE, SUMMA CUM LAUDE | 2008 | BOWLING GREEN STATE UNIVERSITY

Major: Criminal Justice

Concentrations: Social Psychology, Criminology, Sociology

ALEXANDER J. FURST

1456 LANCASTER AVENUE
REYNOLDSBURG, OHIO 43068-2546
ALEXFURST@GMAIL.COM
(614) 835-6011

Andrew Bowsher
Development Director
City of Reynoldsburg
7232 E Main St.
Reynoldsburg, OH 43068

June 29, 2018

Dear Sir,

I visited the Reynoldsburg Farmer's Market this past Thursday, June 28, and observed a matter I would like to bring to your attention. A development group was displaying various proposals for sites around the city. Those sites were, 1) Olde Reynoldsburg along the Main St. corridor, and along Jackson Street and Lancaster Avenue, 2) the site of the current Kroger shopping center at Main and Briarcliff Road, and 3) the old K-Mart shopping center at the corner of Brice Road and Main Street.

I found these proposals very exciting, to say the least, and would gladly support development of this type in the city. These mixed-used plans featured modern, attractive, architecture, which is a very welcome change from the tired and dated structures along the city's most traveled roads. The city should have a main thoroughfare that we can be proud of, that attracts buzz and fosters enthusiasm, and the current state of the Main Street corridor is anything but that.

Reynoldsburg has lagged other cities in central Ohio because it is not able to attract the same caliber of business and residential interest, and we cannot do that without the proper climate of developmental and economic potential. With the passage of the income tax increase, the city has committed to improving our infrastructure and community services. This sort of improvement can only be fully utilized and sustained in the long term by continued business investment and an increasingly affluent residential tax base. The citizens have provided the necessary funding to kick-start city improvements, but we require a willing governmental partner to realize the change to its fullest potential. There is no reason that Reynoldsburg cannot replicate the type of destination development, and connected economic boom, seen in Gahanna's Creekside or Old Worthington along Route 23.

As a resident of Olde Reynoldsburg for approximately four years now, I have been heartened by the success of area businesses such as Prost and Vick's Pizza. The new Kroger site on Main Street is a much-needed improvement to the old facility it is replacing. I have invested in my property in the hope of not only increasing the property value, but also bettering our local community. I hope that the proper changes will be made at the governmental level to allow similar investment city-wide, and I think development such as I saw presented Thursday is a powerful means to that end. Similar development will spur the economic and residential changes that provide a better tomorrow for the city. If Reynoldsburg does not act now, the city cannot thrive, rather it can only manage its own decline.

Attachment: Alexander Furst Resume (BZBA Appointments)

I would welcome any information you or your department can provide about how I can become more involved with these development efforts. As a resident, I have a vested interest in seeing the city prosper, and I would like to facilitate that goal to the best of my ability. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Alex Furst", with a long horizontal flourish extending to the right.

Alex Furst



Olivia D. Bulls

January 10, 2020

Joe Begeny
Mayor
City of Reynoldsburg

7232 E. Main St
Reynoldsburg, OH 43068

Dear Mayor Begeny,

Please accept this letter as a formal letter of interest for the Planning Commission and the Board of Zoning and Building Appeals positions.

I have a background in law and finance through my current experience at JP Morgan Chase as a Vice President, Business Analysis Manager in addition to my prior experience at Coca-Cola Refreshments as a Business Manager and legal experience working at Cleveland State University within the Legal Counsel office where I obtained my paralegal certificate.

I am a good listener, which will allow me to help to determine what the public good, or interest is. I am dedicated to my community and want to be a part of The City of Reynoldsburg and create and city that is fair and civil to all involved.

I would be delighted to have an opportunity to get involved with City government with the City of Reynoldsburg. Please accept the enclosed resume and feel free to contact me at your earliest convenience. I appreciate your time and consideration.

Sincerely,

Olivia D. Bulls



7921 Windrift Pl
Reynoldsburg, OH 43068



216-469-6773



Oliviar118@hotmail.com



<https://www.linkedin.com/in/oliviabulls/>

OLIVIA D. BULLS, MBA

7921 Windrift Place · Reynoldsburg, OH 43068 · oliviar118@hotmail.com · (216) 469-6773

PROFESSIONAL/BUSINESS SKILLS

- Human Resource Management
- Recruiting
- Talent Acquisition
- Project Management
- Business and Finance Management
- Process Improvement

PROFESSIONAL EXPERIENCE

JP Morgan Chase, Columbus, OH

Court Orders and Levies, VP, Business Analysis Manager

2/2018 to Present

- Manage and drive the strategy of the COAL Business Management, Reporting, and Controls staff of 7 at 2 different sites, and 3 at an off shore site
- Provide leadership to identify areas of opportunity and continuous improvement, including use of analytics and robotics
- Partner with control-related teams (Risk, Controls, Legal, Audit) and managing the COAL control agenda including business continuity, RCSA testing and evaluation, audit engagements, financial controls and risk control action planning and execution
- Manage capacity planning, volume forecasting, FTE/headcount projection and corresponding hiring/spending recommendations
- Provide financial forecasting, budgeting, variance analysis and reporting.
- Manage annual business planning activities, including business reviews, town halls, and key performance metrics and risk indicators

Banker Support, Business Process Analyst II

11/2016 to 2/2018

- Lead all efforts related to Demand Mitigation
 - The 2017 success of the Demand Mitigation efforts reduced 170K calls in Legacy Banker Support Space 5%; which was offset by significant call increases in ATM
 - Banker Support reduced the overall AHT from 462 to 422 a save of 8.6%, which is combined call and AHT reduction efforts that led to 61K in production hours saved or 11.5% (The 11.5% = 47 FTE, The 47 FTE = \$2.1 Million)
- Worked with Operational Leaders to identify areas of opportunity within Branch Support to leverage analytics
- Supported the capacity planning process and forecasting of volume in conjunction with the Branch Operating Model and future impacts
- Maintained an analytics program that provides proactive, real-time analytics to anticipate and enhance the customer's experience while enhancing our decision-making capabilities.
 - Harvested Data to create and manage the Monthly Cap Plan, Weekly Metrics - Demand Mitigation Efforts, Weekly Headcount Analysis, and Monthly Headcount Review with Ops

Oversight & Control, RCSA Sr. Control Analyst

12/2015 to 11/2016

- Facilitated meetings with business owners at various levels of management, deliver testing results and influence sustainable control enhancements
- Examined the design and effectiveness of controls; assign control ratings that are appropriately supported/justified
- Designed test scripts with adequate depth and breadth to ensure thorough analysis
- Documented testing results in comprehensive, organized evidence files
- Developed and/or enhanced Risk Control Matrices (RCMs) and Risk/Control Self Assessments (RCSAs)
- Developed meaningful and effective working relationships; partner with colleagues across the business and the Controls organization and encourage collaboration

Project Manager II

9/2014 to 11/2015

- Third Party Oversight:
 - Managed the execution of Consumer Administration Office (CAO) Third Party Oversight (TPO) Program to provide appropriate oversight and risk management of significant third-party relationships as a Delivery Manager
 - Partnered with other control functions Legal, Compliance, Sourcing, Risk, Finance, and Audit to ensure a clear and coordinated program with other initiatives
 - Performed periodic assessment of vendor TPO risk assessments, tier assignments and review schedule to ensure adherence to the Third Party Provider Policy and Procedures
- Real Estate:
 - Oversaw facilities management including the coordination of office space allocation, office equipment and IT
 - Focused on using best business practice to improve efficiency, by reducing operating costs while increasing productivity
 - Directed, coordinated and planned essential services such as maintenance, mail, cleaning, catering, waste disposal and recycling

Attachment: Olivia Bulls Resume 2020 (BZBA Appointments)

- Managed the 2A floor restack process to implement the plan to achieve a smooth transition to swing space, manage the communication process and make necessary changes as required
- Event Planning:
 - Oversaw and managed the planning of all the CAO Town Halls, Human Resource People Manager sessions, and corporate events e.g. skip level meetings, CAO conferences, event programming, production, holiday parties, picnics, and quarterly events
 - Worked with and engage various senior level executives to obtain immediate responses and materials, as requested
 - Assisted with matters involving event planning/advising, scheduling/reservations, logistics and technical, audio, and visual needs
 - Calculated budgets and adjust when necessary

Coca-Cola Refreshments, Columbus, OH

Business Manager II

8/2011 to 7/2014

- Management Responsibilities:
 - Key member of the management team responsible for maintaining the day-to-day financial/ administrative operations for 3 Distribution Centers to support distribution of over 11 million cases of product annually.
 - Ensured compliance with all company policies and procedures while using analytical skills to be a resource to the Distribution Center Management Team and Area Sales Functional Teams
 - Supervised the finance administrative staff of 14 at 3 Distribution Centers
 - Coordinated all general administrative activities for the Distribution Centers
 - Monitored the internal control environment, including ethics compliance, and provide gaps to functional management teams and MU Finance Manager, and assist in remediation
 - Assisted as Interim Distribution Center Manager assisting the Vice President with ensuring the day-to-day activities of directing, controlling and coordinating all phases of the Warehouse and Distribution operations ran smoothly.
- Financial Responsibilities:
 - Monitored and controlled \$22M labor and operating budget, paying attention to expenses with potential savings opportunities
 - Responsible for monitoring and collaborating with management in the analysis of monthly P&L financial reports
 - Assisted in annual operating budget for all departments within the Distribution Center
 - Ensured accurate and timely internal administration and adherence to proper accounting and reporting procedures
 - Engaged team around audit areas of opportunity through having regular one on ones and meetings with team to keep abreast of current situations
- Human Resource Responsibilities:
 - Lead hiring process for all hourly administrative staff positions and assist in the process for other management positions within the distribution center
 - Accountable for the Finance Departments Talent, Performance and Change Management, as well as Organizational development/effectiveness. Provided direct reports with developmental assignments and challenged them to continually enhance their performance by improving processes, elevating their level of customer service and demonstrating initiative.
 - Assisted in execution of Union Strike Contingency Plans - pre-planning, logistics, and accounting
 - Assisted in day-to-day contract administration issues such as union grievance processing and providing interpretive guidance to management, support the company's positive employee relations efforts and perform other duties as assigned Oversee and manage planning of all corporate events, including, but not limited to, Holiday Party, Picnics, Quarterly Events, etc.

EDUCATION

Master of Business Administration in Human Resource Management	12/2006
American InterContinental University, Hoffman Estates, IL	
Bachelor of Science in Business Management	8/2005
University of Phoenix, Phoenix, AZ	

CAREER DEVELOPMENT

Women's Leadership Boot Camp	5/2011
YWCA, Cleveland, OH	
Diversity and Inclusion for Bottom-line Performance	4/2011
eCornell University	
CCB VP Academy	11/2018
JP Morgan Chase, Columbus, OH	

AMY BARNHART

1142 Bergenia Drive • Reynoldsburg, Ohio 43068 • (614) 204-0356 • family.barnhart@gmail.com

January 16, 2020

Mayor Joe Begeny
7372 East Main Street
Reynoldsburg, OH 43068

RE: PLANNING COMMISSION
BOARD OF BUILDING AND ZONING APPEALS

Dear Mayor Joe,

I am submitting this letter of interest and resume for your consideration to serve on either the Planning Commission or Board of Building and Zoning Appeals, whichever you feel is a better fit for Reynoldsburg.

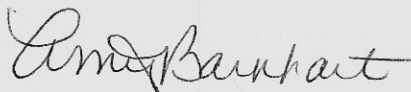
My husband Mike and I have owned a home and resided in Reynoldsburg since 2002 raising our two children. We are now "starting over" and raising our niece and nephew that came into our care in 2018. I have and continue to be involved with St. Pius X Parish, Cub Scout Pack 326 and Boy Scout Troop 279 in Reynoldsburg. In addition, I have been involved in one way or another, in area youth swimming programs for the past ten years.

I have followed Reynoldsburg development for many years. As an investor and stakeholder in our city, I am interested in doing my part to ensure that Reynoldsburg is a desired location for businesses and residents and that we are growing our tax base and making this a desired community for future generations.

As the Business Manager for JBAD, I am aware of much of the development taking place throughout Central Ohio. I am also keenly aware of areas that are available for development and need re-developed. Central Ohio is a growing community which is ripe for continued development – commercial and residential.

I am eager to utilize my knowledge and skills to serve Reynoldsburg. If you have any questions or need additional information, please feel free to reach out to me.

Best regards,



Amy Barnhart

Attachment: Amy Barnhart Resume (BZBA Appointments)

AMY M. BARNHART

1142 Bergenia Drive • Reynoldsburg, Ohio 43068 • (614) 204-0356 • family.barnhart@gmail.com

AREAS OF EXPERTISE

Preparation of Financial Reports
Employee Relations
Budget Preparation

Project Planning & Staffing
Resource Management
Supervising

Cash Flow Management
Meeting Documentation
Strategic Planning

EXPERIENCE:*JBAD - Jonathan Barnes Architecture & Design, Columbus, Ohio*

2007-Present

Business Manager

- Research and strategize with management team on perspective projects and clients throughout the community identifying best uses, estimated project/construction costs, and long-term viability.
- Prepare proposals for perspective clients and projects putting together fee structures, services to be provided and project schedule.
- Determine and evaluate staffing and resources based on project objectives, budget and timeline for new and existing contracts.
- Prepare and review contracts using AIA Contract Documents software for proposed projects.
- Accountable for budgeting, cost control, payroll, general accounting, and profit and loss statements.
- Monitor actual project expenditures against project budgets vendors.
- Prepare recommendations for an annual budget prior to each fiscal year and compare budget to actual performance.
- Handle Human Resource issues and employee problem resolutions for a staff of 14 employees. Oversee recruitment and interview applicants for professional and entry level positions.
- Coordinate payroll, taxes and compliance in all areas including OSHA and HIPPA.
- Data entry for invoices, general ledger and expense reporting.
- Reconcile reports for accurate checks and balance.
- Oral and written communication with clients and vendors on account balances and payment processing.

Barnhart Administrative Services

2004-Present

President*Clients include Dublin AM Rotary Club & Charitable Foundation, Ibel Companies, 243 North Fifth Holdings*

- Manage all banking, AP/AR, expenses, year-end statements using QuickBooks. Reconcile accounts monthly. Prepare monthly, quarterly and annual reports.
- Record and prepare monthly board meeting meetings.
- Prepare and disperse monthly, quarterly and yearly attendance reports to the local and national level.
- Assist with completion of quarterly audits conducted by club's audit committee.

Now Software, Inc., Gahanna, Ohio

Full Time 1999-2007

Office Manager/Accountant

Part Time 2007-2009

Major Accomplishments/Projects

- Coordinated with local realtor seeking adequate office space, researched potential sites, negotiated acceptable lease and terms and oversaw an office move without any operational staff downtime or loss in sales.
- Managed company cash flow and worked with vendors to eliminate over \$2M debt in three years.
- Directed the closing of an out-of-state office and consolidated equipment into Ohio operations.
- Coordinated change in banking relationships. Worked with several banks to get quotes on merchant accounts, line of credit, checking accounts and commercial loans and made final recommendation to company ownership.
- At product release, facilitated new box and CD printing with in-house fulfillment team to introduce new product into the retail channel.

AMY M. BARNHART

1142 Bergenia Drive • Reynoldsburg, Ohio 43068 • (614) 204-0356 • family.barnhart@gmail.com

Accounting

- Managed all banking, AP/AR, expenses, year-end statements using QuickBooks. Reconciled accounts monthly. Prepared monthly, quarterly and annual reports.
- Maintained banking relationships.
- Prepared and propose annual budget to ownership of company. Made and suggested changes as necessary. Ensured expenditures stay within agreed budget.
- Maintained an effective cash management system including forecasting cash flow.
- Made collection calls to customers when accounts reach past due status.
- Worked with company president in preparing and managing budget.
- Advised senior management of company's financial status and make suggestions to cost saving changes and implemented such changes. Forecasted cash flow and advise management as to where modifications can be made.
- Processed and managed semi-monthly payroll for 16-50 employees using Paychex.

Human Resources

- Oversaw employee recruitment and interview process for perspective employees.
- Completed new employee paperwork. Coordinated new employee training with other management and staff members.
- In conjunction with outside consultant, prepared company's first employee handbook.
- Worked with vendors to create comprehensive health benefits plan and rolled out to employees.
- Administered company's 401(K) plan.
- Maintained confidential employee personnel files.
- Managed overall staffing levels of company. Addressed discipline needs including termination.

Operations/Office Management

- Monitored in-house inventory and worked with Marketing Director to keep product stock and levels corresponding to demand.
- Negotiated rates with vendors. Managed all purchasing.
- Supervised customer service and shipping departments (2-3 employees).
- Managed corporate and education/government channel sales through retail and online distributors and resellers, international distributors and Apple Consultant Network resellers.

Schenker International, Columbus, Ohio

1998-1999

Liaison Accountant/Export Coordinator

- Monitored accounts receivable/accounts payable. Identified and collected all delinquent accounts, establishing timely payment plans. Handled all vendor inquiries and reconciled vendor statements.
- Certified as ISO 9000 internal assessor.

Great Rivers Girl Scout Council, Cincinnati, Ohio

1995-1998

Membership Extension Specialist

- Volunteer recruitment and placement/creation of troops. Exceeded membership goal by 10%.

COMMUNITY INVOLVEMENT:*St. Pius X Parish, Reynoldsburg, OH – Finance Committee Member (2013 to Present)**Boy Scout Troop 279, Reynoldsburg, OH – Committee Member & Advancement Chair (2012-Present)**Cub Scout Pack 326, Reynoldsburg, OH – Den Leader, Treasurer, Popcorn Kernel (2007-2016)***EDUCATION:***University of Cincinnati, Cincinnati, Ohio • Bachelor of Arts in International Affairs**Karkhov State University, Karkhov, Ukraine • Spring 1993*

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

DATE: **January 27, 2020****TO:****RE:** Appointment of Planning Commission Member

Approval:

Completed Joe Begeny	Chris Shook	Stephen Cicak
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Information regarding appointees is attached.

Steven W. Hicks

1481 Lancaster Ave 
Reynoldsburg, OH 43068

740-817-0072 

voting.for.freedom@gmail.com 

www.linkedin.com/in/steven-w-hicks 

I am an experienced real estate development professional looking to expand my role of giving back to my community by volunteering my time, insight, and experiences to the *new* Reynoldsburg Planning Commission.

I would like to see Reynoldsburg continue to improve as a quality place to live and raise a family. To accomplish that goal, I believe our city government needs to focus on updating and modernizing our processes, procedures, and institutions. We need to make our zoning and development processes concise, streamlined, and robust so that we can attract the investment we need to grow, and maintain the high standards that are desired by our citizens.

Skills

- Real Estate Development
- Project Management
- Construction
- Local Government Zoning and Policy
- Foreclosure
- Communications
- Land Title
- Mechanics' Liens
- Sheriff and Tax Sales
- County Government
- Commercial Leases

Experience

2016 – PRESENT

Project Manager / Treplus Communities, Columbus, OH

Project Manager for a family-owned company that develops, builds, and manages senior apartment communities. Currently oversee see the planning, design, and construction of four active multifamily senior projects, each cost approximately \$20 million.

2015 – PRESENT

Design Review Board / City of Reynoldsburg, OH

Served the last two years on the Design Review Board.

2012 – 2016

Development Officer / T&R Properties, Dublin, OH

Worked as a team leader for an established real estate developer to manage multifamily, single family, commercial, office, and retail projects around Central Ohio, Pittsburgh, and South-West Florida. Also served as a construction project manager for the general contracting division of the company.

2010 – 2012

Foreclosure Paralegal / LNL Attorneys, Columbus, OH

Provided paralegal support for the foreclosure process, specializing in sheriff sales, judgments and title.

2010 – 2012

Legal Assistant/ Manley, Deas, & Kochalski, Columbus, OH

Worked as a legal assistant for the foreclosure process, specialized in sheriff sales.

2007 – 2009

Village Councilman / Village of Alexandria, OH

While in college I was elected to Village Council in my hometown of Alexandria. After serving two years in office I started a family, moved and resigned from my position.

Education

JUNE 2009

Bachelor of Arts / The Ohio State University, Columbus, OH

Majored in Political Science, with a Minor in Communications. Was an active member of College Republicans, interned at the Ohio House of Representatives for then Chairman of Finance Committee Representative Jay Hottinger.

JUNE 2005

Pre-Engineering / Central Ohio Technical College, Newark, OH

JUNE 2005

High School Diploma / Northridge High School, Johnstown, OH

Activities

As a dedicated family man, I enjoy spending time with my Wife (Grace), and two children (Jackson and Madison). As a family we enjoy camping and outdoor activities. My wife and I have a passion for fixing old houses and renovating our Airstream travel trailer. Our children attend Summit Elementary School and participate in the Reynoldsburg Recreation Department soccer, basketball, and baseball. I enjoy volunteering in my community. I have served on the Reynoldsburg Design Review Board for the last two years and participate in the Building Industry Association of Central Ohio (BIA) for workforce development.

January 10, 2020

Joe Begeny, Mayor
City of Reynoldsburg Municipal Building
7232 E. Main Street
Reynoldsburg, Ohio 43068

Dear Mayor Begeny:

It has come to my attention that a vacancy on the Planning Commission has opened for the coming year. I would very much like to be considered to fill that position.

I have lived in and loved the City of Reynoldsburg for over 62 years, and the opportunity to "give back" to the community I was raised in, that I raised my children in, and that my grandchildren are being raised in, would be an absolute honor. I believe my business experience, my knowledge of the city, and my experience as a practicing Realtor working in residential, commercial, and investment real estate would be valuable assets in fulfilling the requirements of this position. I have followed the development of Reynoldsburg very closely over the past several years and feel as if I could hit the ground running in order contribute to the continued advancement and success of the many exciting things happening in the city.

I appreciate your consideration of my interest in this position. Please feel free to contact me at your convenience if you have any questions or would like to discuss my qualifications further. I look forward to hearing from you soon.

Yours very truly,



Keith Benner
1200 Creekside Place
Reynoldsburg, Ohio 43068
614-204-9392
Kdbenner21@gmail.com

Attachment: Keith Benner Letter (Planning Commission Appointments)



KEITH BENNER

REALTOR

PROFILE:

I am married with three boys and have lived in Reynoldsburg since I was 6 years old. A graduate of Reynoldsburg High School and a veteran of the United States Air Force serving during the Vietnam War. I am an avid golfer and my wife and I enjoy traveling every chance we get. I have been blessed with two beautiful grandchildren, both of whom attend Reynoldsburg Schools. I have provided info for the last 28 years and would be happy to discuss years prior to that should that be necessary.

CONTACT

PHONE:
614-204-9392

EMAIL:
Kdbenner21@gmail.com

CENTURY 21 EXCELLENCE REALTY REALTOR

2006 TO CURRENT

Assist clients in the sale and purchase of Residential, Commercial, and Investment properties. Work with builders, contractors, mortgage lenders, and attorneys to assure my clients get the property they want at a reasonable price in a stress-free transaction. Achieved ambitious sales goals throughout my career, receiving numerous awards for both sales volume and client satisfaction.

RISK MANAGEMENT ALTERNATIVES

Director of Telecommunications

2000 to 2005

Maintained telecom and data transmission lines and equipment for a multinational company with 38 locations throughout North America and the Caribbean. Provided project management and negotiated new equipment needs and purchases, with a budget of over \$15 million. Supervised a staff of seven telecom professionals located in Columbus, Ohio and Atlanta, Georgia. Negotiated contracts for equipment and telecom and data lines from various local and national carriers.

VORYS, SATER, SEYMOUR AND PEASE LLP

Telecom Manager

1992 to 2000

Maintained telecom and data transmission lines and equipment for one of the nation's top 100 law firms with seven locations nationwide. Provided programming and education for all Telecom Systems at all locations. Performed all project management, prepared and maintained a budget of over \$500,000. Negotiated purchases of new equipment and managed the installation of same. Negotiated contracts for telecom and data lines from various local and national carriers.

SKILLS

Attention to detail and multi-tasking, with outstanding negotiating skills. Thorough and diligent in the review of work processes, endeavoring to anticipate problems before they occur. Well rounded knowledge of commercial and residential real estate. Excellent working knowledge of building processes; experience in working with local builders M/I, Pulte, Ryan, and Fisher Homes.

Clerk of Court

Leslie Clark
7232 E. Main Street
Reynoldsburg OH 43068
614-322-6852 phone

Memo

DATE: **January 27, 2020**

TO: **City Council**

CC:

RE: **CLERK OF COURT REPORT MONTH ENDING DECEMBER**
2019

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

Fines &Waivers/Bond Costs/Bond Forfeitures Order In	(#110.4512)	\$ 12,824.00
Court Costs & Misc. Costs Assessed	(#110.4510)	\$ 18,596.00
Sub-Total (To General Revenue Fund)		31,420.00
Computerization Needs Fund	(#211.4510)	\$ 2,740.00
Enforcement & Education Fund	(#293.4616)	\$ 100.00
Sub-Total		\$ 2,840.00

Clerk of Court**Leslie Clark****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6852 phone****Total Amount Submitted****\$ 34,260.00**

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

DATE: **January 27, 2020****TO:****CC:****RE:** Minutes from the January 21, 2020 Treasury Board meeting

MINUTES

CITY OF REYNOLDSBURG TREASURY INVESTMENT BOARD MEETING

January 21, 2020

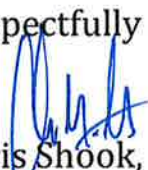
The January meeting of the Treasury Investment Board (T.I.B.) was called to order at 10:15 a.m. by Chairman Begeny. Members present were, Mayor Joe Begeny, Auditor Steve Cicak, and City Attorney Chris Shook. Also present: Assistant City Attorney, Michael Shaw.

- 1) The Auditor Presented: Preliminary Fund Balance Report, Meeder Portfolio Review, Reconciliation Statement.
- 2) The Auditor requested input from the Mayor on future use of Commercial Paper. Double A rated, carries some risk.

The next meeting of the T.I.B. will be Tuesday, February 18, 2020 at 10:00 a.m. in the City Attorney's Conference Room.

There being no further business, the meeting was adjourned at 10:30 am.

Respectfully submitted,


Chris Shook, Secretary

Attachment: 012120 Minutes (Treasury Board Minutes)

Tuesday, January 21, 2020

City of Reynoldsburg
Treasury Investment Board
January 21, 2020

1. December Fund Balance Report
2. The Federal Reserve Board data, Next Meeting is Jan 28-29.
3. G10 Bond Rates
4. December 2019 Debt Service is paid
5. December Fund Balance Report
6. Meeder Report and reconciliation between US Bank and the Meeder Statement

Attachment: 012120 Minutes (Treasury Board Minutes)

CITY OF REYNOLDSBURG
PRELIMINARY FUND BALANCE REPORT
DECEMBER 31, 2019

Fund Number/Balance	Beginning Balance	Y-T-D Revenues	Y-T-D Expenses	Unexpended Balance	Outstanding Encumbrances	Ending Balance
110 - General Fund	\$6,641,327.07	\$22,831,752.78	\$19,561,529.56	\$9,911,550.29	\$1,021,471.58	\$8,890,078.71
201 - Fema Federal Emergency Mgmt Agen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
211 - Computerized Needs (courts)	\$165,019.13	\$30,891.00	\$15,473.52	\$180,436.61	\$6,485.25	\$173,951.36
220 - Income Tax Fund	\$2,925,965.17	\$758,198.42	\$491,719.95	\$3,192,443.64	\$53.25	\$3,192,390.39
230 - Permissive Tax Fund	\$977,306.97	\$741,303.21	\$450,000.00	\$1,268,610.18	\$88,973.23	\$1,179,636.95
240 - Police Pension Fund	\$138,199.77	\$216,658.30	\$202,836.35	\$152,021.72	\$0.00	\$152,021.72
250 - Sewer Capacity Fund	\$142,787.05	\$30,011.95	\$64,382.02	\$108,416.98	\$0.00	\$108,416.98
260 - Street Fund	\$2,188,337.32	\$1,724,018.76	\$1,104,328.05	\$2,808,028.03	\$135,166.21	\$2,672,861.82
270 - State Highway Fund	\$264,910.96	\$137,610.86	\$91,171.23	\$311,350.59	\$2,474.87	\$308,875.72
282 - Cops in School	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
283 - Cops More Grant Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
285 - Endowments & Contributions	\$432,441.43	\$177,421.32	\$15,913.00	\$593,949.75	\$143,221.00	\$450,728.75
286 - G.R.E.A.T. Grant Fund	\$550.00	\$0.00	\$0.00	\$550.00	\$0.00	\$550.00
290 - Law Enforcement Fund	\$111,553.98	\$51,486.15	\$62,216.26	\$100,823.87	\$0.00	\$100,823.87
291 - Drug Enforcement Fund	\$47,494.74	\$449.00	\$0.00	\$47,943.74	\$0.00	\$47,943.74
292 - Safety Belt Program Fund	\$4,376.00	\$0.00	\$0.00	\$4,376.00	\$0.00	\$4,376.00
293 - DUI/Education/Enforcement Fund	\$15,372.94	\$1,977.00	\$880.75	\$16,469.19	\$0.00	\$16,469.19
294 - Federal Forfeiture Fund	\$85,705.41	\$2,186.44	\$0.00	\$87,891.85	\$0.00	\$87,891.85
295 - Law Enforcement Asst Fund	\$57,121.76	\$0.00	\$0.00	\$57,121.76	\$0.00	\$57,121.76
297 - Edward Byrne Fund	\$3.42	\$0.00	\$0.00	\$3.42	\$0.00	\$3.42
298 - Secure Our Schools	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
299 - Indigent Drivers Interlock Fund	\$16,077.59	\$0.00	\$0.00	\$16,077.59	\$0.00	\$16,077.59
310 - General Debt Retirement Fund	\$2,783,869.52	\$3,018,284.69	\$3,123,629.40	\$2,678,524.81	\$0.00	\$2,678,524.81
320 - Special Assessment Debt Ret Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
330 - Taylor Sq Tif Debt Retirement	\$290,646.62	\$567,861.00	\$567,860.26	\$290,647.36	\$0.00	\$290,647.36
410 - Capital Improvements Fund	\$29,757,483.44	\$4,207,936.87	\$20,566,853.61	\$13,398,566.70	\$8,631,201.29	\$4,767,365.41
420 - Sidewalk Construction Fund	\$895,702.43	\$1,868.25	\$93.20	\$897,477.48	\$53,165.47	\$844,312.01
440 - Brice-Main Streetscape	\$0.08	\$0.00	\$0.00	\$0.08	\$0.00	\$0.08
450 - Rosehill Road Improvement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
605 - Arts Commission	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
610 - Delinquency Prevention Fund	\$16,554.81	\$0.00	\$0.00	\$16,554.81	\$0.00	\$16,554.81
615 - Beautification Commission	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
620 - French Creek Footbridge	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
640 - Supervision and Inspection	\$154,918.27	\$14,260.00	\$60,301.25	\$108,877.02	\$80,251.76	\$28,625.26
650 - Plot Grade & Utility	\$87,867.32	\$20,762.50	\$9,700.00	\$98,929.82	\$82,370.10	\$16,559.72
660 - Unclaimed Funds	\$30,921.54	\$20.00	\$3,008.42	\$27,933.12	\$0.00	\$27,933.12
690 - Employees Fund	\$1,046.35	\$488.49	\$489.62	\$1,045.22	\$600.00	\$445.22
710 - Water Fund	\$4,223,376.96	\$7,367,409.53	\$6,457,436.29	\$5,133,350.20	\$1,909,930.74	\$3,223,419.46
720 - Wastewater/Sewer Fund	\$2,987,983.47	\$6,657,391.62	\$5,522,605.67	\$4,122,769.42	\$1,378,516.75	\$2,744,252.67
730 - Utility Deposits Fund	\$125,462.87	\$9,425.00	\$0.00	\$134,887.87	\$0.00	\$134,887.87
740 - Storm Water Drainage Fund	\$1,516,760.44	\$1,334,187.38	\$1,958,396.48	\$892,551.34	\$295,575.75	\$596,975.59
750 - Solid Waste Fund	\$1,046,836.64	\$2,005,386.24	\$2,091,275.51	\$960,947.37	\$382,304.80	\$578,642.57
905 - School Ski Club	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
910 - Miscellaneous Agency	\$38,441.44	\$299,012.04	\$297,246.36	\$40,207.12	\$3,938.97	\$36,268.15
915 - Board of Building Standards	\$15,046.20	\$6,468.53	\$6,154.02	\$15,360.71	\$2,187.41	\$13,173.30
920 - Visitors Bureau Fund	\$0.00	\$75,000.00	\$75,000.00	\$0.00	\$0.00	\$0.00
925 - Demolition Expense Fund	\$423,121.52	\$261,001.00	\$68,301.52	\$615,821.00	\$0.00	\$615,821.00
930 - Columbus Sewer Capacity	\$122,489.73	\$21,309.00	\$117,710.00	\$26,088.73	\$0.00	\$26,088.73
942 - JEDD2-ETNA-REYNOLDSBURG	\$0.00	\$40.00	\$1.20	\$38.80	\$0.00	\$38.80
943 - JEDD3-ETNA-REYNOLDSBURG	\$0.00	\$7,067.07	\$212.01	\$6,855.06	\$0.00	\$6,855.06
960 - Eng Fees/Plan Review Deposits	\$100,603.43	\$34,284.35	\$34,348.50	\$100,539.28	\$11,594.50	\$88,944.78
970 - Taylor Sq School Tif	\$790,723.03	\$1,716,822.29	\$1,573,730.99	\$933,814.33	\$0.00	\$933,814.33
971 - Brice Main Tif	\$36,364.20	\$271,372.41	\$246,466.10	\$61,270.51	\$0.00	\$61,270.51
972 - Kroger Tif Debt Retirement	\$214,221.61	\$0.00	\$78,392.01	\$135,829.60	\$56,314.09	\$79,515.51
973 - Summit Rd Tif #1	\$32,107.09	\$29,513.44	\$378.40	\$61,242.13	\$0.00	\$61,242.13
974 - Taylor Rd Tif #1	\$189,396.77	\$21,063.76	\$269.37	\$210,191.16	\$0.00	\$210,191.16
975 - Taylor Rd Tif #2	\$16,394.17	\$1,273.44	\$16.33	\$17,651.28	\$0.00	\$17,651.28
	\$60,112,890.66	\$54,653,474.09	\$64,920,327.21	\$49,846,037.54	\$14,285,797.02	\$35,560,240.52

Attachment: 012120 Minutes (Treasury Board Minutes)

U.S. DEPARTMENT OF THE TREASURY

Resource Center



Daily Treasury Yield Curve Rates

Get updates to this content.

These data are also available in XML format by clicking on the XML icon.

The schema for the XML is available in XSD format by clicking on the XSD icon.

If you are having trouble viewing the above XML in your browser, click [here](#).

To access interest rate data in the legacy XML format and the corresponding XSD schema, click [here](#).

Select type of Interest Rate Data

Daily Treasury Yield Curve Rates

Select Time Period

Current Month

Date	1 Mo	2 Mo	3 Mo	6 Mo	1 Yr	2 Yr	3 Yr	5 Yr	7 Yr	10 Yr	20 Yr	30 Yr
01/02/20	1.53	1.55	1.54	1.57	1.56	1.58	1.59	1.67	1.79	1.88	2.19	2.33
01/03/20	1.52	1.55	1.52	1.55	1.55	1.53	1.54	1.59	1.71	1.80	2.11	2.26
01/06/20	1.54	1.54	1.56	1.56	1.54	1.54	1.56	1.61	1.72	1.81	2.13	2.28
01/07/20	1.52	1.53	1.54	1.56	1.53	1.54	1.55	1.62	1.74	1.83	2.16	2.31
01/08/20	1.50	1.53	1.54	1.56	1.55	1.58	1.61	1.67	1.78	1.87	2.21	2.35
01/09/20	1.53	1.55	1.54	1.56	1.54	1.58	1.59	1.65	1.77	1.85	2.17	2.38
01/10/20	1.52	1.55	1.54	1.55	1.53	1.56	1.59	1.63	1.74	1.83	2.14	2.28
01/13/20	1.54	1.56	1.57	1.57	1.53	1.58	1.60	1.65	1.76	1.85	2.16	2.30
01/14/20	1.53	1.56	1.57	1.57	1.53	1.58	1.59	1.63	1.74	1.82	2.12	2.27
01/15/20	1.53	1.56	1.57	1.58	1.54	1.56	1.56	1.60	1.71	1.79	2.09	2.23
01/16/20	1.54	1.56	1.55	1.56	1.54	1.58	1.58	1.63	1.73	1.81	2.11	2.26
01/17/20	1.54	1.56	1.56	1.57	1.56	1.58	1.56	1.63	1.74	1.84	2.16	2.29

* The 2-month constant maturity series begins on October 16, 2018, with the first auction of the 8-week Treasury bill.

30-year Treasury constant maturity series was discontinued on February 18, 2002 and reintroduced on February 9, 2006. From February 18, 2002 to February 8, 2006, Treasury published alternatives to a 30-year rate. See Long-Term Average Rate for more information.

Treasury discontinued the 20-year constant maturity series at the end of calendar year 1986 and reinstated that series on October 1, 1993. As a result, there are no 20-year rates available for the time period January 1, 1987 through September 30, 1993.

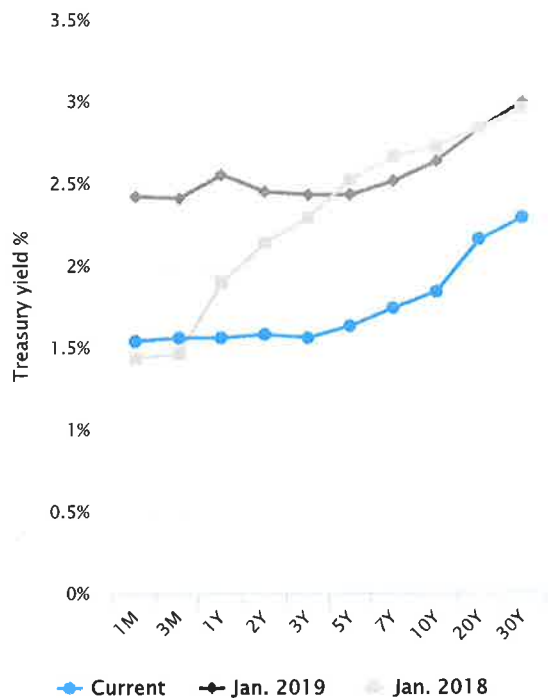
Treasury Yield Curve Rates: These rates are commonly referred to as "Constant Maturity Treasury" rates, or CMTs. Yields are interpolated by the Treasury from the daily yield curve. This curve, which relates the yield on a security to its time to maturity is based on the closing market bid yields on actively traded Treasury securities in the over-the-counter market. These market yields are calculated from composites of indicative, bid-side market quotations (not actual transactions) obtained by the Federal Reserve Bank of New York at or near 3:30 PM each trading day. The CMT yield values are read from the yield curve at fixed maturities, currently 1, 2, 3 and 6 months and 1, 2, 3, 5, 7, 10, 20, and 30 years. This method provides a yield for a 10 year maturity, for example, even if no outstanding security has exactly 10 years remaining to maturity.

Treasury Yield Curve Methodology: The Treasury yield curve is estimated daily using a cubic spline model. Inputs to the model are primarily indicative bid-side yields for on-the-run Treasury securities. Treasury reserves the option to make changes to the yield curve as appropriate and in its sole discretion. See our [Treasury Yield Curve Methodology page](#) for details.

Negative Yields and Nominal Constant Maturity Treasury Series Rates (CMTs): At times, financial market conditions, in conjunction with extraordinary low levels of interest rates, may result in negative yields for some Treasury securities trading in the secondary market. Negative yields for Treasury securities most often reflect highly technical factors in Treasury markets related to the cash and repurchase agreement markets, and are at times unrelated to the time value of money.

Attachment: 012120 Minutes (Treasury Board Minutes)

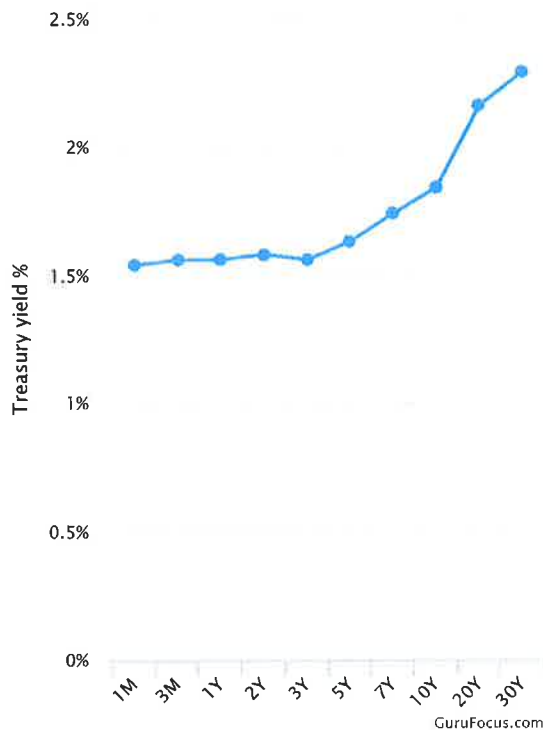
Treasury Yield Curve



GuruFocus.com

Attachment: 012120 Minutes (Treasury Board Minutes)

Treasury Yield Curve Jan. 2020



Selected Interest Rates (Daily) - H.15

H.15 Selected Interest Rates RSS DDP

The release is posted daily Monday through Friday at 4:15pm. The release is not posted on holidays or in the event that the Board is closed.

Release date: January 17, 2020

Selected Interest Rates

Yields in percent per annum

Instruments	2020 Jan 10	2020 Jan 13	2020 Jan 14	2020 Jan 15	2020 Jan 16
Federal funds (effective) 1 2 3	1.54	1.54	1.54	1.54	1.54
Commercial Paper 3 4 5 6					
Nonfinancial					
1-month	1.56	1.55	1.55	1.56	1.55
2-month	1.58	1.58	1.56	1.54	1.56
3-month	1.59	1.58	1.54	1.57	1.58
Financial					
1-month	n.a.	n.a.	n.a.	n.a.	1.58
2-month	n.a.	n.a.	n.a.	n.a.	n.a.
3-month	1.61	n.a.	1.65	1.63	1.67
Bank prime loan 2 3 7	4.75	4.75	4.75	4.75	4.75
Discount window primary credit 2 8	2.25	2.25	2.25	2.25	2.25
U.S. government securities					
Treasury bills (secondary market) 3 4					
4-week	1.49	1.51	1.50	1.50	1.51
3-month	1.51	1.54	1.54	1.54	1.52
6-month	1.51	1.53	1.53	1.54	1.52
1-year	1.49	1.49	1.49	1.50	1.50
Treasury constant maturities					
Nominal 9					
1-month	1.52	1.54	1.53	1.53	1.54
3-month	1.54	1.57	1.57	1.57	1.55
6-month	1.55	1.57	1.57	1.58	1.56
1-year	1.53	1.53	1.53	1.54	1.54
2-year	1.56	1.58	1.58	1.56	1.58
3-year	1.59	1.60	1.59	1.56	1.58
5-year	1.63	1.65	1.63	1.60	1.63
7-year	1.74	1.76	1.74	1.71	1.73
10-year	1.83	1.85	1.82	1.79	1.81
20-year	2.14	2.16	2.12	2.09	2.11
30-year	2.28	2.30	2.27	2.23	2.26
Inflation indexed 10					
5-year	-0.04	-0.05	-0.07	-0.07	-0.05
7-year	0.01	0.01	-0.02	-0.02	0.00
10-year	0.07	0.08	0.05	0.04	0.07
20-year	0.29	0.30	0.27	0.26	0.29
30-year	0.47	0.48	0.46	0.44	0.46
Inflation-indexed long-term average 11	0.43	0.44	0.41	0.40	0.42

n.a. Not available.

Footnotes

Commercial Paper Rates and Outstanding Summary

Commercial Paper Rates and Outstanding Summary

Derived from data supplied by The Depository Trust & Clearing Corporation

Data as of January 16, 2020

Posted January 17, 2020

The commercial paper release will usually be posted daily at 9:45 a.m. However, the Federal Reserve Board makes no guarantee regarding the timing of the daily posting. This policy is subject to change at any time without notice.

Rates

Period	AA nonfinancial						A2/P2 nonfinancial					
	1-day	7-day	15-day	30-day	60-day	90-day	1-day	7-day	15-day	30-day	60-day	90-day
Jan. 10	1.52	1.53	1.54	1.56	1.58	1.59	1.74	1.74	1.75	1.79	1.90	1.86
Jan. 13	1.54	1.53	1.54	1.55	1.58	1.58	1.74	1.73	1.75	1.79	1.80	1.82
Jan. 14	1.46	1.54	1.55	1.55	1.56	1.54	1.74	1.74	1.74	1.79	1.83	1.94
Jan. 15	1.52	1.53	1.55	1.56	1.54	1.57	1.73	1.74	1.77	1.78	n.a.	n.a.
Jan. 16	1.51	1.52	1.53	1.55	1.56	1.58	1.72	1.74	1.76	1.78	1.81	1.90

Note: n.a. indicates that trade data was insufficient to support calculation of the particular rate.

Period	AA financial						AA asset-backed					
	1-day	7-day	15-day	30-day	60-day	90-day	1-day	7-day	15-day	30-day	60-day	90-day
Jan. 10	1.52	1.55	1.54	n.a.	n.a.	1.61	1.60	1.66	1.66	1.68	1.73	1.78
Jan. 13	1.51	1.54	1.55	n.a.	n.a.	n.a.	1.60	1.60	1.62	1.66	1.71	1.75
Jan. 14	1.52	1.53	1.54	n.a.	n.a.	1.65	1.60	1.60	1.62	1.67	1.71	1.74
Jan. 15	1.52	1.53	1.54	n.a.	n.a.	1.63	1.60	1.60	1.63	1.68	1.70	1.74
Jan. 16	1.52	1.54	1.55	1.58	n.a.	1.67	1.60	1.60	1.62	1.68	1.70	1.73

Note: n.a. indicates that trade data was insufficient to support calculation of the particular rate.

Outstanding Levels

Seasonally adjusted

Billions of dollars

Billions of dollars									
Period	Total	Nonfinancial			Financial			Asset-backed	Other
		Total	Domestic	Foreign	Total	Domestic	Foreign		
Monthly-end levels									
2019-Aug.	1,110.9	314.4	241.2	73.1	557.2	239.3	317.9	239.2	.2
Sept.	1,110.1	311.1	242.4	68.7	561.4	245.7	315.7	237.3	.3
Oct.	1,112.7	314.5	243.7	70.7	550.4	235.2	315.2	246.8	1.0
Nov.	1,123.9	320.2	250.8	69.4	560.6	234.5	326.1	242.0	1.1
Dec.	1,114.2	314.1	241.3	72.9	553.6	224.6	329.1	245.4	1.1
Weekly (Wednesday) levels									
Dec. 18	1,128.8	319.2	243.5	75.7	563.1	233.8	329.3	245.5	.9
Dec. 25	1,131.1	317.9	238.0	79.9	565.3	236.0	329.3	246.9	1.1
Jan. 1	1,126.4	323.9	238.4	85.6	557.6	217.6	340.0	243.9	.9
Jan. 8	1,125.9	318.7	237.5	81.2	567.4	219.2	348.2	238.9	.9
Jan. 15	1,121.3	316.5	234.7	81.9	563.5	208.0	355.6	240.0	1.2

Not seasonally adjusted

Billions of dollars

Billions of dollars									
Period	Total	Nonfinancial			Financial			Asset-backed	Other
		Total	Domestic	Foreign	Total	Domestic	Foreign		
Monthly-end levels									
2019-Aug.	1,097.8	319.2	241.1	78.1	544.1	221.9	322.2	234.2	.3
Sept.	1,074.9	283.5	216.3	67.2	551.6	214.2	337.4	239.5	.3
Oct.	1,088.9	293.1	222.9	70.2	549.3	230.4	318.9	245.5	1.0
Nov.	1,107.5	303.0	229.5	73.5	561.6	232.5	329.0	241.8	1.4

Major 10Y	Yield		Day	Weekly	Monthly	Yearly	Date
US (/united-states/governme	1.81	▲ 0.00	0.00%	-0.01%	-0.13%	-0.93%	Jan/21
UK (/united-kingdom/governr	0.66	▲ 0.01	0.01%	-0.06%	-0.12%	-0.66%	Jan/21
Japan (/japan/government-bi	0.00	▼ 0.01	-0.01%	-0.02%	-0.01%	0.00%	Jan/21
Germany (/germany/governr	-0.22	▲ 0.04	0.00%	-0.01%	0.03%	-0.46%	Jan/21
France (/france/government-	0.05	▲ 0.00	0.00%	-0.04%	-0.02%	-0.60%	Jan/21
Greece (/greece/government	1.41	▼ 0.62	-0.02%	-0.48%	-0.55%	-2.71%	Jan/21
India (/india/government-bon	6.64	▼ 0.00	0.00%	-0.03%	0.07%	-0.90%	Jan/21
Brazil (/brazil/government-bc	6.82	▼ 0.05	-0.04%	-0.04%	-0.14%	-2.30%	Jan/20
Mexico (/mexico/governmen	6.82	▼ 0.03	-0.03%	-0.03%	-0.09%	-1.91%	Jan/20
Australia (/australia/governn	1.16	▼ 0.02	-0.01%	-0.10%	-0.16%	-1.14%	Jan/21
Italy (/italy/government-bond	1.39	▲ 0.03	0.03%	0.00%	-0.05%	-1.36%	Jan/21
Canada (/canada/governmer	1.56	▼ 0.01	-0.01%	-0.03%	-0.08%	-0.42%	Jan/21
Netherlands (/netherlands/g	-0.13	▲ 0.00	0.00%	-0.03%	-0.02%	-0.47%	Jan/21
New Zealand (/new-zealand/	1.58	▲ 0.02	0.03%	0.03%	-0.07%	-0.78%	Jan/21
Spain (/spain/government-bc	0.45	▼ 0.00	0.00%	-0.03%	0.00%	-0.90%	Jan/21
Portugal (/portugal/governm	0.44	▲ 0.06	0.06%	0.02%	0.03%	-1.16%	Jan/21
Switzerland (/switzerland/go	-0.63	▲ 0.01	-0.03%	-0.06%	-0.08%	-0.48%	Jan/21
United States	Yield		Day	Weekly	Monthly	Yearly	Date
US (/united-states/governme	1.81	▲ 0.00	0.00%	-0.01%	-0.13%	-0.93%	Jan/21
US 1M (/united-states/4-weel	1.54	▼ 0.00	-0.01%	0.01%	-0.03%	-0.85%	Jan/21
US 3M (/united-states/3-mon	1.56	▲ 0.01	0.01%	-0.01%	-0.01%	-0.84%	Jan/21
US 6M (/united-states/6-mon	1.56	▼ 0.01	-0.01%	-0.01%	-0.03%	-0.93%	Jan/21
US 52W (/united-states/52-w	1.54	▼ 0.00	-0.01%	0.01%	0.00%	-1.05%	Jan/21
US 2Y (/united-states/2-year	1.55	▼ 0.00	0.00%	-0.03%	-0.11%	-1.03%	Jan/21
US 3Y (/united-states/3-year	1.56	▼ 0.01	-0.01%	-0.03%	-0.13%	-1.00%	Jan/21
US 5Y (/united-states/5-year	1.61	▼ 0.01	-0.01%	-0.02%	-0.15%	-0.96%	Jan/21
US 7Y (/united-states/7-year	1.72	▼ 0.01	-0.01%	-0.02%	-0.15%	-0.92%	Jan/21
US 20Y (/usgg20y:ind)	2.33	▼ 0.00	0.00%	0.01%	-0.10%	-0.73%	Jan/21
US 30Y (/united-states/30-ye	2.26	▼ 0.00	0.00%	-0.01%	-0.10%	-0.79%	Jan/21

Feedback
Attachment: 012120 Minutes (Treasury Board Minutes)

STAR Ohio and STAR Plus Daily Rate

STAR Ohio Rate as of January 17, 2020	
Total Shares:	12.162 Billion
Overnight Yield:	1.80 %
Annualized Yield:	1.82 %
Daily Dividend Rate:	0.0001968720
Average Days to Maturity:	57.8 days

STAR Ohio Plus Rate as of January 20, 2020	
Rate:	1.73 %
Annualized Yield:	1.74 %
Rate for Over \$2.5 MM:	1.45 %
Annualized Yield for Over \$2.5 MM:	1.46 %

Select a Different Date

Enter Date 



PORTFOLIO REVIEW

City of Reynoldsburg portfolio as of 12/31/2019

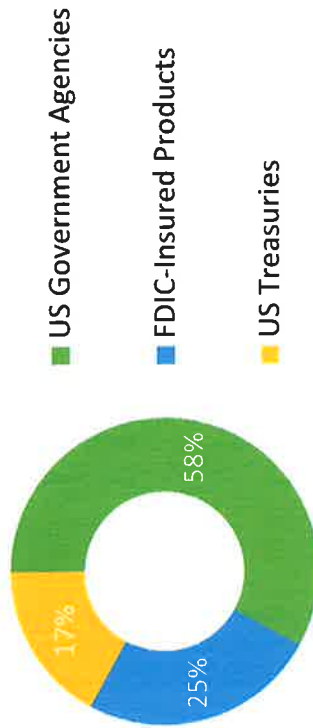
Your Portfolio

Cash	\$8,501,357
Securities	\$23,441,000
Total Portfolio	\$32,192,357

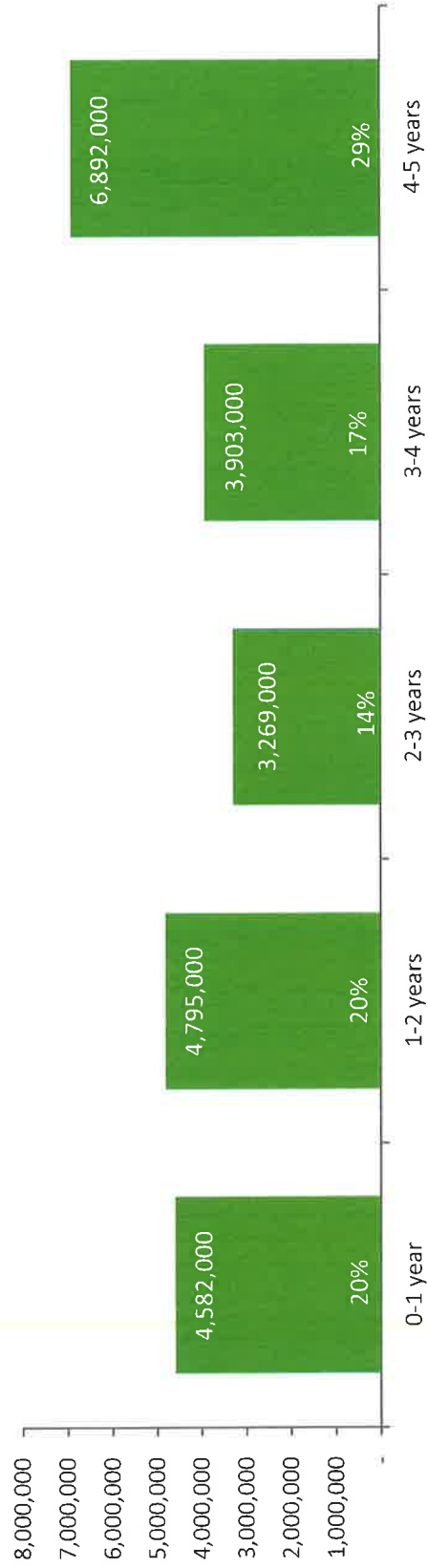
Your Securities

Weighted Average Maturity	2.82 years
Weighted Average Yield	1.94%
Estimated Annual Interest Income	\$454,755

Your Asset Allocation



Your Maturity Distribution



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

CITY OF REYNOLDSBURG RECONCILIATION 12/31/19

Tax Cost per US Bank statement	24,290,634.03
Outstanding purchased accrued interest	20,197.03
STAR Ohio	7,856,745.26
STAR Plus	1,301.56
Total Cost per Meeder statement	<u>32,168,877.88</u>

Security description	CUSIP #	Par Value	Tax Cost per US Bank statement	Outstanding Purchased Accrued Interest	Total Cost per Meeder statement
FGVXX - FIRST AMERICAN GOVT OBLIGATIONS FUND	31846V203	643,310.37	643,310.37		643,310.37
FHLB 2.625% 01/02/20	3130AFMR5	500,000.00	500,002.54		500,002.54
T 01/02/20	912796RT8	340,000.00	332,740.06		332,740.06
STATE BK INDIA 2.25% 01/27/20	856285HA2	247,000.00	247,000.00		247,000.00
SALLIE MAE BK 2.35% 02/18/20	795450K79	250,000.00	249,757.50		249,757.50
FHLMC 1.63% 06/29/20	3134GBUG5	200,000.00	199,900.00		199,900.00
T 1.625% 06/30/20	912828XH8	2,035,000.00	2,028,004.69		2,028,004.69
CAP ONE, USA 2.30% 08/05/20	140420UC2	200,000.00	200,000.00		200,000.00
BMW BANK 2.25% 08/21/20	05580ACS1	40,000.00	40,095.76		40,095.76
CAP ONE, N.A. 2.20% 09/02/20	14042E6G0	245,000.00	245,000.00		245,000.00
DISCOVER BK 1.95% 10/13/20	254673EH5	75,000.00	75,000.00		75,000.00
FFCB 2.90% 10/23/20	3133EJK40	100,000.00	99,935.00		99,935.00
HSBC BANK 3.10% 11/17/20	40434AC72	240,000.00	240,000.00		240,000.00
MERCANTIL BANK 1.90% 12/16/20	58733ADR7	110,000.00	110,000.00		110,000.00
FNMA 1.50% 01/19/21	3136G3UL7	900,000.00	900,000.00		900,000.00
FFCB 1.85% 03/23/21	3133EFR82	300,000.00	300,000.00		300,000.00
FIRST CREDIT 1.00% 06/29/21 CALLABLE 12/29/19	320055BT2	245,000.00	245,000.00		245,000.00
SAWYER SVNGS 1.30% 06/29/21 CALLABLE 01/29/20	805508BC1	220,000.00	220,000.00		220,000.00
FHLMC 1.50% 08/24/21	3134GAAY0	800,000.00	800,000.00		800,000.00
BMO HARRIS 1.25% 11/16/21 CALLABLE 02/16/20	05581WKV6	105,000.00	105,000.00		105,000.00
WELLS FARGO BANK NA 1.80% 11/16/21	949763CQ7	245,000.00	245,000.00		245,000.00
FFCB 1.59% 12/10/21	3133ELCY8	650,000.00	649,447.50	602.88	650,050.38
FHLB 2.63% 12/10/21	313376C94	200,000.00	204,034.05		204,034.05
FHLB 1.625% 12/20/21	3130AHSR5	400,000.00	399,812.00	54.17	399,866.17
CONTINENTAL 1.50% 12/21/21 CALLABLE 01/21/20	211163GE4	105,000.00	105,000.00		105,000.00
FHLMC 1.75% 12/30/21	3134GUM64	625,000.00	625,000.00		625,000.00
GOLDMAN SACHS 2.35% 03/15/22	38148PGZ4	245,000.00	245,000.00		245,000.00
BMO HARRIS BK 2.00% 03/29/22 CALLABLE 12/29/19	05581WNK7	135,000.00	135,000.00		135,000.00
EVERBANK 2.25% 03/29/22	29976D2N9	165,000.00	165,000.00		165,000.00
BARCLAYS BANK 2.20% 07/19/22	06740KKJ5	70,000.00	70,000.00		70,000.00
TIAA FSB 2.15% 07/19/22	87270LAD5	60,000.00	60,000.00		60,000.00
MIDCOUNTRY BK 2.10% 07/25/22 CALLABLE 01/24/20	59565QCH6	245,000.00	245,000.00		245,000.00
FHLMC 1.75% 09/30/22	3134GUJ68	675,000.00	674,831.25		674,831.25
T 1.375% 10/15/22	912828YK0	675,000.00	670,860.35	1,952.61	672,812.96
FHLB 2.63% 12/09/22	3130ADRX2	500,000.00	495,130.00		495,130.00
FIRST INTERNET BK 2.35% 12/19/22	32056GCS7	250,000.00	250,000.00		250,000.00
WELLS FARGO 1.85% 12/30/22	949495AF2	249,000.00	248,813.25		248,813.25
DISCOVER BANK 2.55% 01/10/23	254673KT2	135,000.00	135,000.00		135,000.00
SYNCHRONY BANK 2.70% 02/23/23	87165FTH7	35,000.00	35,000.00		35,000.00
CITIBANK NA 2.90% 04/11/23	17312QJ26	245,000.00	245,000.00		245,000.00
FIRST SOURCE BANK 2.85% 04/11/23	33646CJP0	225,000.00	225,000.00		225,000.00
DOLLAR BANK 2.85% 04/13/23	25665QAY1	200,000.00	200,000.00		200,000.00
BELMONT SAVINGS 2.85% 04/18/23	080515CN7	200,000.00	200,000.00		200,000.00
FHLMC 1.80% 08/10/23	3134GUPT1	500,000.00	499,375.00		499,375.00
FHLMC 2.00% 09/11/23	3134GT6A6	500,000.00	500,000.00	2,694.44	502,694.44
WELLS FARGO 1.90% 10/18/23	949763M60	247,000.00	246,876.50		246,876.50
T 1.625% 10/31/23	912828T91	875,000.00	874,658.21	2,382.81	877,041.02
THIRD FEDERAL 1.75% 11/13/23	88413QCJ5	247,000.00	246,259.00		246,259.00
MORGAN STANLEY 1.85% 12/26/23	61690UQZ6	247,000.00	245,765.00	50.08	245,815.08
MORGAN STANLEY 1.90% 12/26/23	61760A4Z9	247,000.00	245,765.00	51.43	245,816.43
FHLMC 2.00% 08/08/24	3134GTY49	645,000.00	645,000.00		645,000.00
FHLB 1.50% 08/15/24	3130AGWK7	500,000.00	495,935.00	1,687.50	497,622.50
FHLMC 2.01% 08/28/24	3134GT3X9	750,000.00	749,737.50	2,847.50	752,585.00
FFCB 2.00% 09/03/24	3133EKH41	1,000,000.00	999,750.00	3,500.00	1,003,250.00
FFCB 2.00% 10/02/24	3133EKV86	1,000,000.00	999,850.00	1,888.89	1,001,738.89
FNMA 1.625% 10/15/24	3135GOW66	1,500,000.00	1,490,980.00	2,347.22	1,493,327.22
FFCB 1.65% 11/01/24	3133EK4Y9	500,000.00	498,145.00	137.50	498,282.50
FFCB 1.625% 11/08/24	3133EK6J0	500,000.00	497,545.00		497,545.00
RAYMOND JAMES 1.80% 11/8/24	75472RAK7	247,000.00	246,506.00		246,506.00
FHLB 1.97% 12/23/24	3130AHQR7	250,000	249,812.50		249,812.50
FHLMC 2.10% 12/30/24	3134GUH52	250,000	250,000.00		250,000.00
TOTAL SECURITIES			24,290,634.03	20,197.03	24,310,831.06
STAR OHIO					7,856,745.26
STAR PLUS - TIER 1					1,301.56
TOTAL ASSETS					32,168,877.88

Clerk of Council**Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 Phone****ORDINANCE REQUEST****DATE: January 27, 2020****TO:****RE: Fixed Asset Removal for the Street Department**

Approval:

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

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

The Street Department is intending to purchase a new aerial lift truck and snowplow/dump truck and intend to either trade-in their existing vehicles or sell them on GovDeals. This legislation allows for either of those dispositions.

**AN ORDINANCE AUTHORIZING THE CITY AUDITOR TO REMOVE EQUIPMENT
FROM THE CITY'S FIXED ASSET LIST FOR THE STREET DEPARTMENT, AND
DECLARING AN EMERGENCY**

WHEREAS, the City of Reynoldsburg Street Department is purchasing a new snow plow/dump truck and a new aerial lift truck to replace an older snowplow and bucket truck; and

WHEREAS, the Street Department will use the existing equipment as a trade-in for the new equipment or sell the existing equipment using GovDeals.

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

Clerk of Council

Mollie Prasher

7232 East Main Street

Reynoldsburg OH 43068

614-322-6836 Phone

SECTION 1. That the City Auditor be and is hereby authorized and directed to remove the following items from the City's Fixed Asset list:

From the Parks & Recreation Department

Tag #	Item
#2188 Unit 526	2006 bucket truck 1GBE4C1267F404458
#2187 Unit 528	2007 International truck 1HTWDAANX6J401530

SECTION 2. That the City of Reynoldsburg will sell or trade-in the items referred to in Section 1 and any monies received from an auction of items shall be deposited into the General Fund.

SECTION 3. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the city and to coincide with the purchase of the new equipment; wherefore, upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.

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

DATE: January 27, 2020

TO: Public Service and Transportation Committee

RE: Purchase a Snow Plow (Dump) Truck with Equipment

Approval:

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

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

I would like two readings and pass as an emergency to be able to order the truck and put it into service as soon as possible. It typically takes ten to eleven months for a truck to be built and delivered.

Per Chapter 175 competitive bidding is not required:

(E) As an alternative to competitive bidding, the mayor shall have the authority to obtain goods and/or services for which funds have been previously appropriated through cooperative purchasing programs without further legislative authorization. As part of any cooperative purchasing program, the Mayor may agree that the City will be bound by contract terms and conditions prescribed by the program, including, without limitations, payment of a reasonable fee by the City to cover administrative costs incurred by the program officials as a result of purchases by the City or as a prerequisite to maintaining membership in the program. The Mayor may also agree that the City will pay the vendor directly for goods or services received by the City.

Authorize the mayor to enter into contract with Rush Truck Center, 11775 Highway Dr.
Cincinnati Ohio 45241 to purchase One (1) truck chassis under ODOT state bid contract #023-19

Street/Stormwater Department

Keith Kundtz

614-322-5800 Phone

Ace Truck and Body, 1600 Thrailkill Rd. P.O. box 459 Grove City Ohio 43123 to purchase One (1) Flink snow plow

Pengwyn, 2550 West Fifth Ave. Coulumbus Ohio 43204 to purchase and install (hydraulic system, bed, spreader, and lights) ODOT contract #835-20

The funds are appropriated in the Street Department 2020 budget; account #260-268-5632 Total cost not to exceed \$160,000.

Authorize the Auditor to remove One (1) truck and related equipment from the asset list to be traded into Rush Truck Center, 11775 Highway Dr. Cincinnati Ohio 45241 or auctioned off

Tag #2187 Unit 528 (2007 International truck 1HTWDAANX6J401530)

AN ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE AN INTERNATIONAL BRAND DUMP TRUCK AND RELATED EQUIPMENT FOR THE STREET DEPARTMENT, AND DECLARING AN EMERGENCY

WHEREAS; the Street Department Director has determined that the City needs to replace an existing 2007 snow plow truck with a new vehicle; and

WHEREAS; the current 2007 International dump truck will be traded in toward the purchase of a new International dump truck and the related snow plow equipment; and

WHEREAS; the vehicle and equipment will be purchased through the state of Ohio purchasing contract; and

WHEREAS; the purchase price of the truck was included in the 2020 budget and will not exceed the budgeted amount of \$160,000.

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

Street/Stormwater Department

Keith Kundtz

614-322-5800 Phone

SECTION 1. That the Mayor be and is hereby authorized to purchase from Rush Truck Center one truck chassis under ODOT state bid contract #023-19, one Flink snow plow from Ace Truck and Body, and to purchase and install a hydraulic system, bed, spreader, and light through ODOT contract #835-20.

SECTION 2. That the purchase price is not to exceed \$160,000 total with funds approved in the 2020 Budget coming from account #260-268-5632.

SECTION 3. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City's government. Wherefore upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.

**PENGWYN**

2550 West Fifth Avenue
Columbus, OH 43204-3815
(614) 488-2861 (800) 233-7568 Fax (614) 488-0019

Date: January 3, 2020

To: City of Reynoldsburg

Attention: Chris Kienle

Re: 2020 Tuck equipment Quote

Sender: Jim Borowski

YOU SHOULD RECEIVE 2 PAGE(S), INCLUDING THIS COVER SHEET.
IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CALL.

PENGWYN is pleased to quote the following for your consideration:

Equipment for an 84" cab to axle.

LS485-C-SAS-237-RH \$14,780.00

PENGWYN Central hydraulic system

ODOT Contract 835-20

OPTION DUAL AXIS JOYSTICK upgrade for plow function \$850.00

(NOT ADDED TO TOTAL COST)

453U/U850D \$16,700.00

Galion-Godwin 10 foot stainless steel dump body

City of Columbus Bid SA005479

00002-463--08 Swenson SAD \$3,900.00

Gearbox driven

Misc. Parts \$3,557.00

Assemble parts, plow lights, bed lights
Backup alarm, spinner light, hitch
Emergency lighting

Misc. Brackets \$3,176.00

Hitch plate, hose hangers

Attachment: 2020 pengwyn quote (Purchase Dump Truck Street Department)

Labor		\$14,000.00
	Labor to up fit 2019 International 7300	
	With parts above, and parts supplied by	
	City of Reynoldsburg Plow hitch installation in this cost	

NOTE: Customer supplied Plow and Plow Hitch
 No Plow or Plow Hitch in the quote.

TOTAL	\$56,963.00
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F.O.B. Columbus, Ohio

Delivery 75-90 days after receipt of parts and cab and chassis

Terms: Net 30 days

Jim Borowski
Jim.borowski@pengwyn.com
 614-488-2861
 614-813-1048 (cell)

Thank You for the Quote Opportunity and We Look Forward To the Order

Attachment: 2020 pengwyn quote (Purchase Dump Truck Street Department)

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

DATE: January 27, 2020

TO: Public Service and Transportation Committee

RE: Purchase Aerial Lift Truck for Street Department

Approval:

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

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

I would like two readings and pass as an emergency to be able to order the truck and put it into service as soon as possible. We have been told that it can take over a year for the truck to be built and delivered.

Per Chapter 175 competitive bidding is not required:

(E) As an alternative to competitive bidding, the mayor shall have the authority to obtain goods and/or services for which funds have been previously appropriated through cooperative purchasing programs without further legislative authorization. As part of any cooperative purchasing program, the Mayor may agree that the City will be bound by contract terms and conditions prescribed by the program, including, without limitations, payment of a reasonable fee by the City to cover administrative costs incurred by the program officials as a result of purchases by the City or as a prerequisite to maintaining membership in the program. The Mayor may also agree that the City will pay the vendor directly for goods or services received by the City.

Street/Stormwater Department

Keith Kundtz

614-322-5800 Phone

Authorize the mayor to enter into contract with Utility Truck Equipment, Inc., P.O. Box 110, 23893 U.S. 23 South, Circleville, Ohio, 43113 for one Aerial Lift Truck and related equipment under ODOT state bid contract #STS515

The funds are appropriated in the Street Department 2020 budget; account #260-268-5632 Total cost not to exceed \$150,000.

Authorize the Auditor to remove One (1) Aerial Lift truck and related equipment from the asset list to be traded into Utility Truck Equipment, Inc., P.O. Box 110, 23893 U.S. 23 South, Circleville, Ohio, 43113 or auctioned off Tag #2188 Unit 526 (2006 Bucket truck 1GBE4C1267F404458)

AN ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE AN INTERNATIONAL BRAND DUMP TRUCK AND RELATED EQUIPMENT FOR THE STREET DEPARTMENT

WHEREAS; the Street Department has determined that the City needs to replace an existing 2006 bucket truck with a new vehicle; and

WHEREAS; the current 2007 bucket truck will be traded in toward the purchase of a new bucket truck and the related equipment; and

WHEREAS; the vehicle and equipment will be purchased through the state of Ohio purchasing contract; and

WHEREAS; the purchase price of the truck was included in the 2020 budget and will not exceed the budgeted amount of \$150,000.

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

SECTION 1. That the Mayor be and is hereby authorized to purchase from Utility Truck Equipment for an aerial lift truck and related equipment under ODOT state bid contract #STS515.

Street/Stormwater Department

Keith Kundtz

614-322-5800 Phone

SECTION 2. That the purchase price is not to exceed \$150,000 total with funds approved in the 2020 Budget coming from account #260-268-5632.

SECTION 3. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City's government. Wherefore upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.



UTILITY TRUCK EQUIPMENT, INC.
23893 U.S. 23 SOUTH
P.O. BOX 130
CIRCLEVILLE OH 43113

Telephone 740-474-5151

Fax 740-474-4402



40' AERIAL UNIT

AERIAL TOWER AND ACCESSORIES

Versalift model VST-40-I insulated aerial tower with a maximum working height of 45', and a maximum horizontal side reach of 30'. Includes the following features and accessories:

- 24" x 30" x 42" enclosed fiberglass platform with cover.
- Full pressure platform mounted 3-function single handle control.
- Full pressure individual lower controls, with upper control override.
- Hydraulic platform leveling system with upper and lower tilt controls.
- 180 degree hydraulic platform rotator system with platform mounted control.
- Combination articulating/telescoping boom assembly.
- Upper fiberglass telescoping boom with outer boom insert.
- Articulating lower boom with fiberglass insert.
- ANSI category "C" insulation rating for 46KV and below.
- 360 degree continuous rotation.
- Pedestal at the front of the cargo area, with booms stowed to the rear.
- Pedestal mounted "A" frame type main outriggers with rear controls.
- Outrigger / boom interlock system.
- 17 gallon integral oil reservoir located in pedestal.
- 6 GPM open center hydraulic system.
- Engine driven clutch pump assembly with brake interlock.

Attachment: REYNOLDSBURG VST40-1-2-2020 bucket truck (Purchase Aerial Lift Truck Street Department)

- One (1) set of hydraulic tool outlets located at platform with pressure limit.
- Remote engine stop/start system with upper and lower controls.
- 2-speed engine throttle system with upper, lower, and curbside rear controls.
- 12 volt emergency power system with upper and lower controls.
- Upper boom storage cradle with ratchet type tie down strap.
- Tubular rubber platform support.
- Safety harness and lanyard.
- Two (2) operator/service manuals.
- Finish paint standard white urethane.
- ANSI A92.2 data plate.
- Inclinator installed each side on rear of body.
- Complete installation and testing of aerial tower and accessories.

AERIAL SERVICE BODY

Fiberglass service body, 132" long, 94" wide, with 18" deep side compartments. Includes the following features and accessories:

- Heavy duty 6" steel body understructure.
- Body modification for installation of aerial tower.
- Stainless steel hinges and recessed two stage paddle latches.
- Steel treadplate cargo area floor.
- Door holders on all side compartment doors.
- Automotive bulb type rubber door seals on all body doors.
- Deluxe interior package with material trays, hooks, and long shelf storage.
- Curbside #2 access opening with steps to cargo area.
- Outrigger cutouts in front vertical compartments.
- 30" full width steel treadplate rear tailshelf.
- Removable 6" rear tailboard.
- ICC rear bumper with gripstrut step each side.
- Grab rail installed at curbside rear.
- Two (2) composite outrigger pads and holders.
- Two (2) rubber wheel chocks and holders.
- Combination ball / pintle hook assembly.
- Fire extinguisher, first aid kit, and triangle reflector kit.
- Standard LED lighting package.
- LED rope lighting in each compartment with dash switch.
- Four (4) light amber strobe system, including two (2) Hella amber strobes at front of body, and two (2) 417SA amber strobe type flashers in tailshelf.
- Lighted master switch on dash.
- Electric back up alarm.
- Rear trailer receptacle. 7 pole pin
- Rear mud flaps.
- Standard white gelcoat finish on sideboxes.
- Left rear chassis spring build up as required.
- Complete installation of body and accessories.

Reynoldsburg VST40-BFX-IHC CV515 Duramax-Allison 1-2-2020



STANDARD UNIT PRICE.....\$82,592.00.

CONTRACT DISCOUNT.....(\$6607.00).

TOTAL F.O.B. DESTINATION.....\$75,985.00.

CURBSIDE COMPARTMENTATION- OLD STYLE BODY WITH LARGER #1

First Vertical – Five (5) locking swivel material hooks, 1-3-1.

Second Vertical - Gripstrut access steps to cargo area – SHIP STEPS AND MOUNTING LOOSE FOR UTE INSTALLATION. Includes a grab handle on the rear of the # 1 compartment.

6" high recycled plastic board installed at floor level at access opening to close off cargo area.

Third Horizontal - Two (2) full length divider shelves, one (1) **ADJUSTABLE** in center and one on bottom of compartment, each with twelve (12) adjustable dividers.

Fourth Vertical – Two (2) adjustable shelves with adjustable dividers in upper section of compartment

Two (2) 4" PVC tubes across the rear vertical compartments UTE

STREETSIDE COMPARTMENTATION - OLD STYLE BODY WITH LARGER #1

Full length through shelf installed in top of streetside sidebox, 10" down from top, with drop down access door on rear body panel.

First Vertical – Five (5) locking swivel material hooks, 1-3-1.

Second Vertical - Two (2) adjustable shelves with adjustable dividers.

Third Horizontal - Full length bottom shelf with twelve (12) adjustable dividers.

Fourth Vertical - Two (2) adjustable shelves with adjustable dividers.

Two (2) 4" PVC tubes across the rear vertical compartments UTE*

Make interior changes per customer "shown in red"

*Note: tunnel between rear vertical compartments is not available anymore.

**STANDARD UNIT OPTIONS**

<u>OPTION #</u>	<u>PRICE EACH</u>
1) 36' VST unit in lieu of 40' (REQUIRES OPTION #36). DEDUCT	(\$520.00)
2) Non-insulated aerial tower in lieu of insulated. DEDUCT	(\$2890.00)
3) Truguard 2.0 upper control dielectric isolation system.	No Charge
4) 4-function single handle upper control in lieu of 3-function.	\$760.00
5) Heavy duty hydraulic platform rotator and support.	\$890.00
6) Hydraulic platform elevator with HD rotator (reduces platform capacity by 100 lbs. – not available in all configurations).	\$3665.00
7) 50 KV 24" x 30" platform liner.	\$560.00
8) 24" x 30" walk-in platform with R.H. door.	\$420.00
9) 24" x 42" enclosed platform with cover and dual supports.	\$745.00
10) 50KV 24" x 42" platform liner.	\$585.00
11) 36" x 60" walk-in aluminum platform.	\$5605.00
12) Jib and winch preparation package only for use with existing customer furnished top mount Versalift winch with hydraulic jib.	\$1750.00
13) Top mount material handling winch and <u>manual</u> jib package.	\$3780.00
14) Top mount material handling winch and <u>hydraulic</u> jib package.	\$6275.00
15) Top mount material handling winch and <u>dual arm</u> hyd. jib package.	\$6915.00
16) VST-43-TN non-insulated 43' unit. Includes steel 2-man top mount 180 degree rotating platform, 500# capacity.	\$610.00
17) 200# jib/winch package for VST43TN (OPTION #15 ONLY).	\$3240.00
18) VST-40-SI unit with identical equipment to base unit, including 90 degree rotating side hung platform and side hung hydraulic winch and jib.	\$6670.00
19) Auto boom latch for mounting on outer boom Electroguard.	\$1565.00
20) Hydraulic tool outlets at curbside rear of tailshelf.	\$925.00
21) Standard non-metallic colors other than white. Includes matching color on tower and body.	\$1380.00
22) Ziebart rustproof chassis cab and body understructure.	\$750.00
23) Aluminum understructure with aluminum treadplate cargo floor.	\$1150.00
24) Aluminum treadplate cargo wall liners and compartment tops.	\$1050.00
25) 18" wide through tunnel under tailshelf, door each side.	\$660.00

Reynoldsburg VST40-BFX-IHC CV515 Duramax-Allison 1-2-2020



JUNE 2019

26) Through shelf from horizontal to rear in top of curbside sidebox with rear door and top opening lid above horizontal compartment.	\$640.00
27) Aluminum ladder rack assembly, installed.	\$965.00
28) #2 curbside compt. with shelving in lieu of access opening.	No Charge
29) Curbside tailshelf access steps in lieu of #2 access opening.	\$440.00
30) Curbside #4 access opening in lieu of #2 access opening.	No Charge
31) Aluminum gripstrut installed full length of sidebox, \$640.00 side. Including #1 curbside	\$1280.00
32) Rod lock door system for side compartments.	\$475.00
33) D-ring 3-point latches in lieu of rotary latches on side compts.	\$1050.00
34) Additional divider shelves, curbside horizontal	\$105.00
35) Two (2) pull-out material drawers with criss-cross dividers under shelf in horizontal.	\$735.00
36) Aluminum wheel well liners.	\$380.00
37) Complete 60" C.A. package in lieu of 84" C.A. - DEDUCT	(\$1350.00)

NOTES

- Requires selection of the appropriate chassis. Customer furnished chassis must meet minimum requirements for installation of equipment.
- Delivery: Approximately 240-270 days after receipt of order.
- Terms: 1%-20 days or Net 30 days.

We appreciate the opportunity to assist with your equipment requirements. If you have any questions or require additional information, please contact us at your earliest convenience.

Sincerely,
Utility Truck Equipment, Inc.

Rick Ellingsworth

Rick Ellingsworth

Attachment: REYNOLDSBURG VST40-1-2-2020 bucket truck (Purchase Aerial LiftTruck Street Department)



JUNE 2019

GENERAL OPTIONS FOR ALL UNITS**STANDARD UNIT OPTIONS**

<u>OPTION #</u>	<u>PRICE EACH</u>
38) Lower boom operation from 3 function Unitrol handle with Telescoping boom on individual lever, SST and VST units.	\$300.00
39) Hard plastic lower boom saddle (not avail. on all units).	\$360.00
40) Boom out-of-stow light on chassis dash.	\$320.00
41) Outrigger warning alarms, per set of two (2).	\$460.00
42) 1TB bucket tool tray.	\$145.00
43) 3TB inside bucket tool tray.	\$175.00
44) Hastings tool board with pouch.	\$250.00
45) Hastings tool tray / tool board combination.	\$450.00
46) Hastings hang-on bucket step.	\$240.00
47) Hastings saw scabbard, inside or outside mount.	\$345.00
48) Hastings hydraulic impact holster.	\$210.00
49) Bucket scuff pad with step, with or without liner.	\$325.00
50) Hastings single conductor holder, for square jib.	\$975.00
51) Hastings single conductor holder, for round jib.	\$395.00
52) Chance PST4002856 conductor holder for 4" square jib.	\$1630.00
53) Winch and Jib storage post for cargo area.	\$400.00
54) Two (2) Dica D1818 outrigger pads and holders.	\$950.00
55) Two (2) Dica D24242 outrigger pads and holders.	\$1285.00
56) D-ring 3-point latches in lieu of standard, per door (glass body).	\$145.00
57) 72" x 18" x 14" aluminum top box check on where door is	\$1950.00
58) 96" x 18" x 12" aluminum top box with two (2) lids.	\$2390.00
59) Rubberized coating inside top box.	\$600.00
60) 6" longer tailshelf on aerial unit body.	\$450.00
61) Rear frame rail enclosure with drop down rear access door (Not available on all units).	\$1410.00
62) Weatherguard 304-3 Rat Pack Drawer unit at rear between frame rails (if space permits).	\$1875.00
63) Ring style cone holder on front bumper.	\$425.00
64) Post type cone holder – any location.	\$420.00
65) Swing out horizontal cone holder on front bumper.	\$840.00

Reynoldsburg VST40-BFX-IHC CV515 Duramax-Allison 1-2-2020

Attachment: REYNOLDSBURG VST40-1-2-2020 bucket truck (Purchase Aerial LiftTruck Street Department)



JUNE 2019

66) Reese receiver with removable "L" shaped vice bracket.	\$560.00
67) Bicycle style aluminum wire storage rack.	\$640.00
68) Slide-N-Lock rail with two (2) sliding hooks, one (1) side.	\$360.00
69) UTE swing-out style ground spool carrying rack.	\$420.00
70) UTE ground spool spindle on frame with retainer pin, each.	\$200.00
71) 4" or 6" PVC storage tube with aluminum canister kit, each, up to 10' long, installed exterior.	\$420.00
72) Golight Stryker model 3067 wireless remote control spotlight.	\$1050.00
73) Golight Stryker model 30004 LED wireless remote control spotlight.	\$1390.00
74) Night Ray NR-755-20KFDW Wireless remote control spotlight.	\$1315.00
75) Streamlight 45861 LED spotlight with charger base.	\$475.00
76) Unity standard 6" post mount spotlight, per side.	\$485.00
77) Unity LED 6" post mount spotlight, per side.	\$735.00
78) Unity LED 6" post mount spotlight, per side.	\$735.00
79) Additional Hella H27113001 12 volt amber LED strobes, each.	\$570.00
80) Ecco EB7185 green/amber strobes in lieu of standard, each.	\$360.00
81) Ecco EB7185 green/amber strobes in lieu of standard, each.	\$360.00
82) Additional Whelen L32LAF or L31HAF strobes, each.	\$900.00
83) Additional Whelen 2GA00FAR LED amber warning lights, each.	\$730.00
84) Soundoff Signal NRoads LED high dome double beacon in lieu standard.	\$435.00
85) Additional NRoads LED high dome double beacon, each.	\$925.00
86) Soundoff Signal Pinnacle mini LED light bar, each.	\$1060.00
87) Tomar model 970L-4980-0102 light bar assembly installed on roof with controller in cab.	\$4080.00
88) Ecco LED cargo spot or flood light.	\$485.00
89) LED underbody lighting kit for night operations.	\$1075.00
90) LED tractor mount lights at rear under tailshelf, wired to back up light circuit or a dash mounted control switch.	\$475.00
91) 1200-watt pure sine wave inverter, dash switch, rear receptacle.	\$2475.00
92) 1800-watt pure sine wave inverter, dash switch, rear receptacle.	\$3200.00
93) Whelen TAM83 LED traffic control light bar at rear center under tailshelf with dash mounted controller.	\$1525.00
94) Mobile Awareness VisionStat backup camera system.	\$1240.00
95) Mobile Awareness VisionStat Plus backup camera w/ sensors.	\$1845.00

Reynoldsburg VST40-BFX-IHC CV515 Duramax-Allison 1-2-2020

Attachment: REYNOLDSBURG VST40-1-2-2020 bucket truck (Purchase Aerial Lift Truck Street Department)



JUNE 2019

- | | |
|---|-----------|
| 96) UTE grounding system with tower, body, and grounding stirrup attached to a single point on chassis frame. Includes curbside rear grounding stirrup. | \$785.00 |
| 97) Hannay SGCR10-17-19 spring retractable ground wire reel with 50' of 1/0 cable and clamp. Reel to be grounded to a single location on chassis frame. | \$1730.00 |
| 98) Hastings yellow retractable grounding reel with 50' of 1/0 yellow Cable and grounding clamp. Reel to be grounded to a single Location on chassis frame. | \$2490.00 |
| 99) Ram computer mount in chassis cab. | \$590.00 |
| 100) Warn 16,500# winch mounted on the front bumper. Includes heavy duty grille guard, 90' x 7/16" wire rope, 4-way roller, hand-held control pendant and complete installation (Ford F550 or Dodge 5500 only). | \$5590.00 |
| Remote engine stop/start switch at curbside rear (aerial unit only). | \$300.00 |



INTERNATIONAL CV515 CAB AND CHASSIS

- 2019 International CV515 4x2 chassis cab.
- Classic interior trim package.
- 165" wheelbase, 84" C.A.
- Two (2) front tow hooks.
- 6.6L 350 HP diesel engine.
- Clean idle decal.
- 6 speed Allison 1750RDS automatic transmission.
- Transmission PTO provisions.
- 19,500# GVWR payload plus upgrade package.
- Limited slip rear axle.
- Heavy duty suspension.
- 4 wheel ABS hydraulic brake system.
- Speed control and tilt steering wheel.
- 150 amp alternator.
- Dual maintenance free batteries.
- AM/FM stereo radio with clock.
- Engine block heater.
- 40 gallon aft axle rear fuel tank.
- Urea tank passenger side under cab.
- Manual regen capability.
- Vinyl driver seat with two-man passenger seat.
- Standard gauge cluster.
- Factory air conditioning.
- Manual telescoping wide load mirrors.
- 225/70R19.5 radial tires, traction rear.
- International standard white paint.

STANDARD UNIT PRICE.....\$50,967.00.

CONTRACT DISCOUNT.....(\$4077.00).

TOTAL FOR IH CV515 CHASSIS CAB.....\$46,890.00.



JUNE 2019

STANDARD OPTIONS

1) 4-door crew cab in lieu of regular cab.	\$3080.00
2) 4 wheel drive package.	\$3650.00
3) Max traction tires all around (with option #2 only).	\$175.00
4) Electronic shift-on-the-fly for 4x4 package.	INCL
5) Trailer brake controller.	\$245.00
6) Keyless entry, power windows and door locks, heated mirrors.	\$850.00
7) Cloth seats in lieu of vinyl.	\$125.00
8) Vinyl 40/mini console/40 seat (regular cab only).	\$390.00
9) Premium appearance package.	\$2570.00
10) Sync Bluetooth package.	\$995.00
11) IH backup camera system, installed.	\$1175.00
12) Additional smart key.	\$275.00

Attachment: REYNOLDSBURG VST40-1-2-2020 bucket truck (Purchase Aerial LiftTruck Street Department)



JUNE 2019

SUMMARY SHEET VST40-BFX 132 BODY AND IHC CV515 CHASSIS

BASE PRICE FOR VST 40 PACKAGE	\$75,985.00
Heavy duty hydraulic platform rotator and support.	\$890.00
24" x 42" enclosed platform with cover and dual supports.	\$745.00
50KV 24" x 42" platform liner.	\$585.00
Top mount material handling winch and <u>manual</u> jib package.	\$3780.00
Aluminum understructure with aluminum treadplate cargo floor.	\$1150.00
Aluminum treadplate cargo wall liners and compartment tops.	\$1050.00
18" wide through tunnel under tailshelf, door each side.	\$660.00
Additional divider shelves, curbside horizontal	\$105.00

GENERAL OPTIONS ALL UNITS

Hastings tool board with pouch.	\$250.00
72" x 18" x 14" aluminum top box with LID OR DOOR.	\$1950.00
6" longer tailshelf on aerial unit body.	\$450.00
Unity LED 6" post mount spotlight, curbside.	\$735.00
Unity LED 6" post mount spotlight, streetside.	\$735.00
Ecco EB7185 green/amber strobes in lieu of standard, each.	\$360.00
Ecco EB7185 green/amber strobes in lieu of standard, each.	\$360.00
Ecco LED cargo spot or flood light.	\$485.00
LED underbody lighting kit for night operations.	\$1075.00
1200-watt pure sine wave inverter, dash switch, CAB receptacle.	\$2475.00
Whelen TAM83 LED traffic control light bar at rear center under tailshelf with dash mounted controller.	\$1525.00

INTERNATIONAL CV515 DURAMAX-ALLISON **\$46,890.00**

Keyless entry, power windows and door locks, heated mirrors.	\$850.00
Cloth seats in lieu of vinyl.	\$125.00
Additional smart key.	<u>\$275.00</u>

Total options and base package **\$143,490.00****NON-STANDARD STS OPTIONS BELOW FOR SEPARATE PURCHASE ORDER**

1) CHANGE BODY BODY & INTERIORS TO REYNOLDSBURG SPEC'S	\$1325.00
2) INSTALL (2) 4" PVC TUBES UNDER FLOOR #4 COMP'TS	\$840.00
3) SECOND STROBE LIGHT SWITCH IN CAB WITH FRT-REAR WIRING	\$395.00
4) RHINO LINING ON CARGO FLOOR(THEY WON'T DO ALUMINUM FLOOR)	\$ NA
TOTAL SEPARATE PURCHASE ORDER.....	\$2,560.00

JUNE 2019



new version of your present jib. This jib manually extends and retracts back to stow



*(2) 4" PVC tubes across the #4 rear compartments
Open on each side*



COMP'T IN TAILSHELF



WHELEN TRAFFIC ARROW

Attachment: REYNOLDSBURG VST40-1-2-2020 bucket truck (Purchase Aerial Lift Truck Street Department)

Development Department

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

ORDINANCE REQUEST

DATE: **January 27, 2020**

TO: **Finance and Administration Committee**

RE: **Purchase of Property on Waggoner Road**

Approval:

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

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

This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of a financial need of the City. The reason for such necessity is to acquire property timely at an agreed upon price. Wherefore, this ordinance shall take effect immediately following the Council's approve and the Mayor's signature.

WHEREAS, The City of Reynoldsburg desires to purchase certain real estate located within the corporate limits of the City, and

WHEREAS, The City of Reynoldsburg desires to use the land to be acquired for a public purpose to add an additional access point to Pine Quarry Park, and

WHEREAS, Both Ohio Revised Code Section 715.21 and The Charter of the City of Reynoldsburg allow the City to acquire real property, and

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

Development Department

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

Section 1. The Mayor is hereby authorized and directed to purchase the real property located at 1140 Waggoner Road, Reynoldsburg, Ohio 43068, Parcel Number 263-000178.

Section 2. The legal description attached as Exhibit "A" shall be incorporated by reference.

Section 3. The consideration to be paid for the property is sixty-five thousand dollars (\$65,000.00), to be paid upon execution and delivery to the City of Reynoldsburg, a Trustee's Deed accompanied by a title guaranty conveying the premises to the City of Reynoldsburg in fee simple, free and clear of all encumbrances, excepting conditions and restrictions of record, zoning ordinances and taxes and assessments levied and assessed subsequent to the date of conveyance. The deed and title guaranty are to be to the satisfaction of the City Attorney.

Section 4. The purchase price in connection with the property acquisition to be paid by the City after acquiring the property is hereby appropriated from the **Unappropriated Capital Improvements Fund (410) to Account No. 410.000.0175.5601- Land.**

Section 5. The purchase contract shall be consummated in such manner and on such terms as the City Attorney shall approve.

Section 6. In accordance with The Charter of the City of Reynoldsburg, Article 8.04 Section (c) competitive bidding is hereby waived.

Section 7. The purpose for the purchase of this property is to add an additional access point to Pine Quarry Park.

Section 7. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the financial needs of the City. The reason for such necessity is to acquire the property timely at the agreed upon price. Wherefore, upon adoption by Council, this Ordinance shall be in effect immediately upon the signature of the Mayor.

Parks & Recreation Dept.**Donna Bauman****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6879 Phone****ORDINANCE REQUEST****DATE:** **January 27, 2020****TO:****RE:** Waive City Ordinance to Permit Alcohol Being Served in Huber Park

Approval:

Completed Joe Begeny	Completed Chris Shook	Stephen Cicak
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Requesting permission to waive the provision for section 971.16 of the codified ordinances for the 2020 Tomato Festival. The Beer Garden will be operational from 4pm-11pm on Thursday, August 6, 2020 from 4pm-11pm on Friday, August 7, 2020 and from Noon-11pm on Saturday, August 8, 2020. The City of Reynoldsburg Parks and Recreation Department will gather and obtain all necessary permits required, follow all training requirements and will work closely with the Reynoldsburg Police Department to assure that all security measures meet the highest standards. Attached is a map of the festival grounds at Huber Park. The committee is requesting that festival patrons be permitted to walk with-in the boundaries of the festival grounds with beer, wine, Bloody Mary. Safety fencing will be placed around the perimeter of the festival grounds. Entrance/exit signs will be clearly visible and an individual will be placed at each entrance/exit location to ensure no alcohol is leaving the festival grounds.

A F2 liquor permit is required by the Ohio Department of Commerce which the Parks and Recreation Department will apply for.

**AN ORDINANCE TO WAIVE THE PROVISION OF SECTION 971.16 OF THE CITY'S
CODIFIED ORDINANCES FOR THE REYNOLDSBURG TOMATO FESTIVAL HELD
AT HUBER PARK FOR 2020**

WHEREAS, the Reynoldsburg Tomato Festival will be held in Huber Park from August 6, through August 8, 2020; and

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

WHEREAS, the City's Parks & Recreation Department wishes to apply for an F-2 Liquor Permit from the Ohio Department of Commerce, which would allow the Festival to sell beer, wine and spirituous liquor by the drink for this event; and

WHEREAS, Section 971.16 of the Reynoldsburg Codified Ordinances states: "No person in a park shall sell or offer for sale any intoxicating liquor or alcoholic beverage" and "No person in a park shall consume, possess or display the presence of any alcoholic beverage in a park."

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, FRANKLIN, LICKING AND FAIRFIELD COUNTIES, OHIO A MAJORITY OF ITS MEMBERS CONCURRING:

SECTION 1. That the provisions of Section 971.16 of the Codified Ordinances that no person in a park shall sell or offer for sale any intoxicating liquor or alcoholic beverage AND that no person in a park shall consume, possess or display the presence of any alcoholic beverage in a park is hereby waived for this event from August 6 through August 8, 2020.

SECTION 2. That upon adoption by Council, this Ordinance shall be in effect following the signature of the Mayor.



REYNOLDSBURG TOMATO FESTIVAL
REYNOLDSBURG, OH
HUBER PARK

(Attachment: 2020 Tomato Festival (Resolution to Waive Provision of Section 971.16 for the 2020 Tomato Festival))

2020 TOMATO FESTIVAL

Safety fence will be placed around the perimeter of the festival grounds @ Huber. Alcohol will NOT be permitted in the parking areas, multi-use trail or Davidson Drive.



Water and Wastewater Department

Paul Hellman

614-322-4500 Phone

ORDINANCE REQUEST

DATE: **January 27, 2020**

TO:

RE: **Waterline Replacement Project on Roselawn**

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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Ordinance authorizing the Mayor to Contract with EMH&T to Survey, Design, and Bid the Replacement of the Waterline on Roselawn from Strouder to Kaiser Dr.

To appropriate funds from the water CIP 710.000.0000.5621 in the amount of \$35,232 to 710.000.0177.5621

This Project is on the List for CIP Improvements for the 2020 Project

This project will allow the water department to finish out the replacement of the water main on Roselawn, which is an old cast iron water line installed in the 1950's and 60's.

This area has been an issue for the Water Department regarding water main breaks.

Project consists of replacement of approximately 1,025 linear Feet of water main, replace 3 fire hydrant and reconnect all service lines.

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT
WITH EMH&T FOR THE SURVEY, DESIGN, AND BIDDING FOR THE 2020
WATERLINE REPLACEMENT ON ROSELAWN**

Water and Wastewater Department

Paul Hellman

614-322-4500 Phone

WHEREAS, the Roselawn water lines are in need of maintenance that can only be effectively repaired through the replacement of those lines; and

WHEREAS, the upgrading and repair of the Roselawn water lines would provide added protection against the failure of the existing water distribution system.

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

SECTION 1. That the Mayor be and is hereby authorized to enter into contract with EMH&T, in the amount of \$35,232.00 for construction phase engineering services for the 2020 Roselawn waterline replacement project.

SECTION 2. That \$35,232 be appropriated from the unappropriated Water CIP Fund account number 710.000.0000.5621 and appropriated to account 710.000.0177.5621 Water Fund.



Engineers, Surveyors, Planners, Scientists

January 2, 2020

Mr. Andrew Bowsher
Director of Development
City of Reynoldsburg
7232 East Main Street
Reynoldsburg, OH 43068

Subject: Water Main Replacement Projects for Roselawn Avenue (Stouder Dr. to Kaiser Dr.)
Proposal for Survey, Design, and Bidding Services

Dear Mr. Bowsher,

EMH&T is pleased to present a proposal for survey, detailed engineering, and bidding services for the Water Main Replacement Project on Roselawn Avenue from Stouder Drive to Kaiser Dr. (CIP No. W-31). This project, which is just east of last year's water main improvement on Roselawn Avenue, has been identified on the City's Capital Improvement Plan due to the age of pipe (61 years old) and over 10 previous water main breaks. Additionally, this is the improvement that was selected by the City for 2020 during our October 2019 CIP planning session. The improvements will include the following:

- Replacement of approximately 1,025 linear feet of water main on Rosehill Road.
- Water main tie-ins on the side streets and the replacement / reconnection of private water services within the project corridor.
- Approximately 3 fire hydrants will be replaced as part of the projects

The anticipated total project cost for the improvements proposed is approximately \$368,000 as outlined in the attached preliminary opinions of probable cost.

SCOPE OF SERVICES

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

1. Survey
 - a. Survey – Horizontal and vertical control will be established for a basis of design and construction. Topography necessary for the design will be acquired within or directly adjacent to the established right-of-way. Survey will be obtained on the State Plane Coordinate System and NAVD 88 vertical datum.
 - b. It is anticipated that full survey of the right-of-way corridor will be necessary to fully characterize all of the underground utilities in the corridor. Additionally, this will allow greater flexibility in design by increasing the number of potential alignments for consideration. This will also allow us to obtain survey coordinates on the existing water services that will be replaced as part of this project.
2. Preliminary Engineering (60% Plans)
 - a. Review of existing site conditions, Record Plans, and GIS information.
 - b. Creation of an electronic base map that is developed using topographic survey, GIS, record plan, and OUPS data.
 - c. Horizontal Alignment Review – Once the electronic base map is prepared, EMH&T will

evaluate feasible alignment alternatives and coordinate with the City to identify a preferred alignment. Several factors will guide the selection of the best alignment alternative including:

- i. Existing public and private utilities
- ii. Right-of-way and easement boundaries
- iii. 10-State Standards for Water Distribution Facilities
- iv. City of Reynoldsburg Standards
- v. Construction maintenance of traffic considerations

EMH&T will meet with the Water and Wastewater Department to review / discuss the alignment options and select a preferred alternative, which will be the basis for preliminary plans.

- d. Preliminary Plans (60%) – These plans will illustrate the preliminary overall improvements for the waterline replacement improvement. EMH&T will meet with City staff to present the 60% design and again to discuss comments compiled by City staff upon completion of the review. An opinion of probable construction cost will also be presented. The 60% design will be provided to private utility owners to allow them to determine extent of impact from the proposed improvements.

3. Final Engineering

- a. EMH&T will incorporate City and private utility company comments into the final engineering design.
- b. Develop sedimentation and erosion control details and requirements for the improvement.
- c. Prepare final Maintenance of Traffic Plans and construction phasing based on comments received from the City.
- d. Pre-Final Plans (90%) – These plans will represent the near completion of the design phase of the project. EMH&T will meet with the City to review the 90% submission and again upon completion of the City's review to discuss comments. Updated plans will be provided to the utility owners to allow for final determination of impact and to allow their relocation design to begin (if required). An updated opinion of probable construction cost will be provided as well.
- e. Final Plans (100%) – Final plans will be provided to the City for signature approval. These will have all comments (from all applicable reviewers) from the 90% submission addressed. A final opinion of probable construction cost will also be provided.

4. Bidding

- a. We will prepare the bidding documents and plan sets necessary to conduct public bidding for the construction of the improvement. It is assumed that we will provide 15 copies of the bid documents to the City. Tasks to be completed in conjunction with the bidding phase will include:
 - i. Bid document preparation
 - ii. Advertisement preparation
 - iii. Issuance of addenda, if necessary
 - iv. Bid tabulation
 - v. Review of bids and formal recommendation of award

The Scope of Services does not include inspection services during the construction phase or any efforts subsequent to the awarding of the Contract. Items specifically not included within the scope of this proposal include: construction inspection, construction administration, land appraisal, land acquisition assistance, private utility relocation design, or environmental permitting. A proposal for construction administration and inspection services will be provided to the City when plans are completed and the project is ready for bidding.

Deliverables:

In conjunction with the services described herein, the following deliverables are planned:

- Alignment Alternative Review
 - Exhibits showing potential alignments with other utilities, critical maintenance of traffic areas, and other decision factors shown
 - Exhibit showing final preferred alignment at the completion of the alignment review with the City
- 60% Plan Submission
 - 2 - Plan Sets
 - Utility Submission (Number TBD)
 - 60% Opinion of Probable Construction Cost
- 90% Plan Submission
 - 2 – Plan Sets
 - Utility Submission (Number TBD)
 - 90% Opinion of Probable Construction Cost
- Final Plan Submission
 - 1 - Plan set with mylar cover
 - Utility Submission (Number TBD)
 - Final Opinion of Probable Construction Cost
- Bidding
 - 15 Plan sets and bid document books
 - Addenda, If necessary
 - Formal bid tabulation
 - Letter of award recommendation

SCHEDULE

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

FEE

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

Description of Service/Task	Fee
Surveying	\$5,720
Preliminary Engineering (60% Plans)	\$15,790
Final Engineering (100% Plans)	\$9,992
<u>Bidding</u>	<u>\$3,730</u>
TOTAL FEE	\$35,232

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

Invoices will be submitted monthly and EMH&T services will be billed according to our contracted rate schedule.

City of Reynoldsburg
Water Main Replacements for Roselawn Avenue (W-31)

January 2, 2020

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

Respectfully submitted,

EVANS, MECHWART, HAMBLETON, & TILTON, INC.



Ryan M. Andrews, PE

Acceptance and Authorization to Proceed:

APPROVED – CITY OF REYNOLDSBURG, OHIO

Authorized Signature

PO Number

Print Name/Date

Copy: Paul Hellman, City of Reynoldsburg

Attachment: Preliminary Opinions of Probable Cost

Attachment: Roselawn phase 2020 (Replacement of Waterline on Roselawn)



**OPINION OF PROBABLE CONSTRUCTION COST
CITY OF REYNOLDSBURG, OHIO
WATER MAIN REPLACEMENT PROJECT
FOR
ROSELAWN AVENUE (STOUDER DR TO KAISER DR)
2-Jan-20**

Ref	Spec	Item No.	Description	Quantity	Units	Unit Cost	Item Cost
1	CMSC	207	Sedimentation and Erosion Control	1	L.S.	\$2,500.00	\$2,500.00
2	CMSC	259	Permanent Pavement Replacement, Type 2B, Per R-2	425	S.Y.	\$100.00	\$42,500.00
3	CMSC	259*	Permanent Pavement Replacement, Type 3A, Per R-3	10	S.Y.	\$80.00	\$800.00
4	CMSC	259*	Permanent Pavement Replacement, Type 3B, Per R-3	10	S.Y.	\$65.00	\$650.00
5	CMSC	608	Remove and Replace Concrete Sidewalk (Full Panel at Water Service Locations), Per R-9	200	S.F.	\$11.00	\$2,200.00
6	CMSC	608	Remove and Replace Concrete Curb Ramps, Per R-10	200	S.F.	\$12.00	\$2,400.00
7	CMSC	609	Remove and Replace Straight 18" Curb (Spot Repairs), Per R-8	50	L.F.	\$35.00	\$1,750.00
8	ODOT	614	Maintenance of Traffic	1	L.S.	\$10,000.00	\$10,000.00
9	CMSC	623	Construction Layout Stakes	1	L.S.	\$5,000.00	\$5,000.00
10	CMSC	653	Topsoil, Furnished and Placed (D=3", Typ.)	32	C.Y.	\$55.00	\$1,760.00
11	CMSC	659	Seeding and Mulching, Per Plan	400	S.Y.	\$2.50	\$1,000.00
12	CMSC	801	8-in C-900 Water Main and Appurtenances with Bedding and Granular Backfill Per WA-1 and CMSC 801.11	1,025	L.F.	\$110.00	\$112,750.00
13	CMSC	801	6-in Ductile Iron Water Main and Appurtenances with Bedding and Granular Backfill Per WA-1 and CMSC 801.11	40	L.F.	\$140.00	\$5,600.00
14	CMSC	801*	Ductile Iron Fittings, Increase or Decrease	500	Lbs.	\$2.50	\$1,250.00
15	CMSC	802	8-in Water Valve with HD Box, Per WA-9	3	Ea.	\$1,500.00	\$4,500.00
16	CMSC	802	6-in Water Valve with HD Box, Per WA-9	3	Ea.	\$1,000.00	\$3,000.00
17	CMSC	805	3/4-in Water Service, Transferred (Long) w/New Service Box, Per WA-4	11	Ea.	\$2,250.00	\$24,750.00
18	CMSC	805	3/4-in Water Service, Transferred (Short) w/New Service Box, Per WA-4	10	Ea.	\$1,850.00	\$18,500.00
19	CMSC	808	Cut and Plug Existing 6-in Water Main	2	Ea.	\$500.00	\$1,000.00
20	CMSC	809	Fire Hydrant, Type A, Per WA-10	3	Ea.	\$4,000.00	\$12,000.00
21	CMSC	809	Fire Hydrant, Removed and Delivered to the City	2	Ea.	\$500.00	\$1,000.00
22	CMSC	811*	Increase or Decrease in Excavation and Backfill	200	C.Y.	\$25.00	\$5,000.00
23	CMSC	SPEC	Water Coordinate Table	1	L.S.	\$3,000.00	\$3,000.00

*DENOTES CONTINGENCY ITEM

CONSTRUCTION SUBTOTAL = **\$263,000.00**
 CONTINGENCY (10%) = **\$26,300.00**
 CONSTRUCTION TOTAL = **\$289,300.00**

 SURVEY, ENGINEERING AND BIDDING (15%) = **\$39,450.00**
 CONSTRUCTION SERVICES (15%) = **\$39,450.00**

 OPINION OF PROBABLE PROJECT COST = **\$368,200.00**

PREPARED BY: RA
 CHECKED BY: RA
 CHECKED DATE: 1/2/20

Attachment: Roselawn phase 2020 (Replacement of Waterline on Roselawn)

CIP BALANCES

Water:		Sewer:	
Balance December 31, 2018	1,254,220.37	Balance December 31, 2018	932,647.38
		Ord 01-19 2018 Sanitary Sewer Rehab	United Survey -673,262.50 project 165
		Ord 02-19 2018 Sanitary Sewer Rehab	EMHT -38,459.00 project 165
Balance January, 2019	1,254,220.37	Balance January, 2019	220,925.88
Ord 30-19 2019 Water replac bid docs	-48,962.00		
Receipts Jan-May, 2019	275,628.37	Receipts Jan-May, 2019	136,218.92
Balance May 31, 2019	1,480,886.74	Balance May 31, 2019	357,144.80
Receipts June-July, 2019	151,519.89	Receipts June-July, 2019	74,890.75
Balance, July 31, 2019	1,632,406.63	Balance, July 31, 2019	432,035.55
Ord 102-19 2019 Water Mair 9/25/2019	-44,890.00		
Ord 103-19 2019 Water Mair 9/25/2019	-504,611.00		
Receipts Aug-Sept	143,372.28	Receipts Aug-Sept	68,718.57
Balance Sept 30, 2019	1,226,277.91	Balance Sept 30, 2019	500,754.12
Receipts Oct-Dec 2019	199,619.63	Receipts Oct-Dec 2019	97,256.21
Debt Pmt Reduction-2019	-167,572.00		
Balance December 31,2019	1,258,325.54	Balance December 31,2019	598,010.33

Attachment: Water and Sewer CIP fund Balance2019 (Replacement of Waterline on Roselawn)

CIP BALANCES

Water:

Receipts July 16-Dec 16	407,752.55	898,291.15
Receipts Jan 17-April, 2017	250,958.64	
Total CIP Appropriation 04/30/17	1,149,249.79	
Ord 57-17 2017 Main St	-20,584.50	
Balance June 30, 2017	1,128,665.29	
Receipts May, 2017-Sept, 2017	328,628.81	
Ord 107-17 Debt pmt	-165,905.00	
Balance as of Sept. 30, 2017	1,291,389.10	
Receipts October-December, 2017	197,931.42	
Balance as of Dec. 31, 2017	1,489,320.52	
Receipts Jan-Sept, 2018	579,062.68	
Ord 49-18 Baldwin Rd Construction	-787,371.75	
Ord 50-18 Baldwin Rd Engineer	-57,082.00	
Debt Payment-2018 reduction	-165,623.00	
Balance September 30,2018	1,058,306.45	
Receipts October, 2018	59,099.14	
Receipts November, 2018	36,953.04	
Balance November 30, 2018	1,154,358.63	
Receipts December, 2018	99,861.74	

Sewer:

Receipts July 16-Dec 16	193,979.49	517,938.80
Receipts Jan 17-April, 2017	123,613.76	
Total CIP Appropriation 04/30/17	641,552.56	
Ord 54-17 Rocky Den	-264,842.00	
Ord 55-17 Rocky Den	-35,354.00	
Balance June 30, 2017	341,356.56	
Receipts May, 2017-Sept, 2017	157,313.32	
Balance as of Sept. 30, 2017	498,669.88	
Receipts October-December, 2017	95,749.05	
Balance as of Dec. 31, 2017	594,418.93	
Receipts Jan-Sept, 2018	282,884.01	
Ord 83-18 CCTV Bid Docs	-39,510.00	
Balance September 30,2018	837,792.94	
Receipts October, 2018	28,739.07	
Receipts November, 2018	18,364.00	
Balance November 30, 2018	884,896.01	
Receipts December, 2018	47,751.37	

Attachment: Water and Sewer CIP fund Balance2019 (Replacement of Waterline on Roselawn)

CIP BALANCES

Water:	
Balance July 2015	-15,833.71
3rd Qtr 2015 receipts less 90.93 adj	187,402.72
add back closed PO's unused balances	
2014-1211	18.02
2014-1658	1,523.20
2014-1220	44,980.00
2014-1221	13,741.88
Available 09/30/15	231,832.11
4th Qtr 2015 receipts +61.98 adj	195,730.31
Available 12/31/2015	427,562.42
Ord 10-16 EMHT Briarcliff/Aida #151	-38,582.00
City of Columbus Reimb	30,000.00
Receipts Thru 06/30/16-appropriated July 2016	381,963.49
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Ord 64-46 Briarcliff/Aida EMHT	-31,774.00
Sub-total	530,841.91
Add back closed PO Balances:	
2015-894 inspection ord 36-15	96.44
2015-903 contingency ord 35-15	42,865.00
2015-1206 contingency ord 61-15	16,194.25
Sub-total	589,997.60
2017 Main St project ord 95-16	-99,459.00
Final Appropriation at eoy 2016	490,538.60

Sewer:	
Balance July 2015	11,845.85
3rd Qtr 2015 Receipts less 50.47 adj	88,298.03
add back closed PO's unused balances	
2014-1210	74.28
2014-1223	24,500.50
Available 09/30/15	124,718.66
4th Qtr 2015 receipts +31 adj	94,785.53
Available 12/31/2015	219,504.19
Ord 11-16 2016 Manhole Project #152	-11,775.00
Receipts Thru 06/30/16-appropriated July 2016	187,564.50
2016 Manhole Rehab ord 65-16	-60,252.00
2016 Manhole Rehab ord 66-16	-10,563.00
Sub-total	324,478.69
Add back closed PO Balances:	
2015-895 inspection ord 33-15	43.87
2015-952 contingency ord 34-15	30,654.75
Sub-total	355,177.31
2017 Rocky Den/Fox Project ord 96-16	-31,218.00
Final Appropriation at eoy 2016	323,959.31

CIP BALANCES

Water:

Receipts:				
CIP Fees Collected	2013	328,687.25		
Appropriated 07/15/14	2014	310,259.75		
Appropriated Nov 2014	2014	251,414.54		
Unappropriated '14 fees	2014	205,155.92	766,830.21	14 receipts

Total Available for Projects 1,095,517.46

Appropriated				
Ord 10-14	-39,695.00	2014-762	closed	0
Ord 25-14	-48,003.00	2014-903	closed	4,349.97
Ord 48-14	-494,780.00	2014-1221	closed	13,741.88
		2014-1220	closed	44,980.00
Ord 49-14	-56,469.00	2014-1211	closed	18.02
Ord 18-14	-18,200.00	2014-1472	open	
Ord 86-14 Furth	-44,477.00	2014-1648	closed	0.00
Ord 87-14	-19,936.00	2014-1658	closed	1,523.20

Total Appropriated towards projects -721,560.00

Available to date to be used in 2015 373,957.46

2015:

unused portion 2014-903	4,349.97	
1st Qtr 2015	184,680.86	
Ord 35-15 Furth Water Line	-471,516.00	PO 2015-903
Ord 36-15 Furth Water Line	-53,912.00	PO 2015-894

SUB-TOTAL 04/30/15 37,560.29

2nd quarter 2015 receipts 172,313.86
subtotal available CIP Funds 2nd qtr 2015 209,874.15

Ord 61-15 East Broad Street Tank Improv	-206,797.86	PO 2015-1206
Ord 62-15 East Broad Street Tank Improv	-18,910.00	

Sewer:

CIP Fees Collected	2013	163,315.93		
Appropriated 7/25/14	2014	155,225.07		
Appropriate Nov 14	2014	118,136.02		
Unappropriated '14 fees		97,300.04	370,661.13	14 receipts

Total Available for Projects 533,977.06

Appropriated			status	Balance to appropriate back
Ord 11-14	-22,468.00	2014-763	Closed	221.17
Ord 50-14	-266,088.00	2014-1222	Closed	21186.25
Ord 51-14	-29,985.00	2014-1210	Closed	74.28
Ord 88-14	-25,148.00	2014-1647	closed	0

Total Appropriated towards projects -343,689.00

Available to date to be used 2015 190,288.06

2015:

Unused portion 2014-763	221.17	
Unused portion 2014-1222	21,186.25	211,695.48
1st Qtr 2015	91,493.12	
Ord 33-15 2015 Sewer Rehab	-38,375.00	PO 2015-895
Ord 34-15 2015 Sewer Rehab	-337,201.00	PO 2015-952

SUB-TOTAL 4/30/15 -72,387.40

2nd quarter 2015 receipts 84,233.25
subtotal available CIP Funds 2nd qtr 2015 11,845.85

Attachment: Water and Sewer CIP fund Balance2019 (Replacement of Waterline on Roselawn)

Water and Wastewater Department

Paul Hellman

614-322-4500 Phone

ORDINANCE REQUEST

DATE: **January 27, 2020**

TO:

RE: **Survey & Bidding for 2020 Sewer Improvements Project**

Approval:

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

Authorizing the Mayor to Enter into Contract with EMH&T for the Survey and Bidding and for 2020 Sewer Improvements

To appropriate unencumbered funds from the Sewer CIP 720.000.0000.5622 in the amount of \$28,986.00 and encumber them to 720.000.0176.5622.

This project will allow the City to continue the Ohio EPA's Director Findings and Orders to repair or reline the sewer line in the Rosehill / Kaiser area, which are older, clay sewer main.

This area is on our CIP infrastructure upgrade timeline.

Installation of 3200 linear feet of 8-inch cured in place pipe (relining)

Rehabilitation and repairs to 30 deteriorated manholes

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT
WITH EMH&T FOR THE SURVEY AND BIDDING FOR THE 2020 SEWER
IMPROVEMENTS PROJECT**

Water and Wastewater Department

Paul Hellman

614-322-4500 Phone

WHEREAS, the Rosehill / Kaiser area sewer lines are in need of maintenance that can only be effectively repaired through the rehabilitation of those lines; and

WHEREAS, the upgrading and repair of the Rosehill / Kaiser area sewer lines would provide added protection against the failure of the existing sewage collection system.

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

SECTION 1. That the Mayor be and is hereby authorized to enter into contract with EMH&T, in the amount of \$28,986.00 for construction phase engineering services for the 2020 sanitary sewer and manhole rehabilitation project.

SECTION 2. That \$28,986.00 be appropriated from the unencumbered funds in the Sewer CIP Fund account number 720.000.0000.5622 and appropriated to account 720.000.0176.5622 Wastewater/Sewer Fund.

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

January 2, 2020

Mr. Andrew Bowsher
Director of Development
City of Reynoldsburg
7232 East Main St
Reynoldsburg, OH 43068

**Re: Rosehill/Kaiser Area Sewer Improvements
Proposal for Professional Services**

Dear Mr. Bowsher,

EMH&T is pleased to submit our proposal for detailed design and bidding of the Rosehill/Kaiser Area Sewer Improvements. This project was identified through the 2011-2014 Capacity Assessment and Sanitary Sewer Evaluation Study that was completed as part of the City's response to the Ohio EPA Director's Final Findings and Orders (DFFO). Additionally, this capital improvement (SA-14) was identified by the City as the recommended improvement for 2020 during the October 2019 CIP planning session.

Findings from the DFFO study indicated an extremely high number of cracks and fractures in the pipe within this area, which are not only subject to elevated clean water inflow and infiltration, but also reduce the overall structural integrity of the sewer. Additionally, the area has significant root intrusion in the sewer which can lead to further cracking / deterioration of the pipe as well as blockages in the sewer.

The anticipated construction cost for these improvements is approximately \$295,000. The proposed improvements include the installation of approximately 3,200 linear feet of 8-inch cured-in-place pipe and rehabilitation and repair to approximately 30 manholes.

- Installation of 3,200 linear feet of 8-inch cured-in-place pipe
- Rehabilitation and repairs to aged and deteriorated manholes

SCOPE OF SERVICES

EMH&T will provide engineering services necessary to prepare construction plans, specifications, and bid documents for these improvements. The scope of services includes:

1. Preliminary Engineering
 - a. Review existing available information including existing CCTV recordings/logs, manhole inspections, GIS information, and record plans.
 - b. Prepare a base map for the proposed improvements using GIS and record plan information.
 - c. Perform site visit to verify accuracy of the base map and confirm size, location, condition of the sewer improvements. Additionally, access to the sewers for construction personnel will be evaluated by noting locations of fences, easements, and access areas.
 - d. Conduct site visit to assess manholes for rehabilitation and to determine the appropriate rehabilitation techniques.

- e. Present preliminary plans and recommendations including updated cost estimates to the City for review and comment.

2. Final Engineering

- a. Develop detailed plans and specifications for the sewer rehabilitation improvements which will consist of cured-in-place pipe installation and spot open cut point repairs.
- b. Develop specifications and a work map for the rehabilitation of aged and deteriorated manholes that were identified within the project limits.
- c. Prepare sewer liner thickness calculations.
- d. Develop contractor maintenance of traffic, sewer access and bypass pumping plans.
- e. Submit to the City a plan and cost estimate at the pre-final and final design phases to review the improvements and coordinate on the budget and schedule.
- f. Prepare final access plan for the contractor and prepare right-of-entry agreements, exhibits, and cover letters for the City's use in coordinating with property owners.
- g. Coordination with private utility companies as needed.

3. Bidding Assistance

- a. Prepare 10 copies of the bidding documents, plan sets and specifications for the City to distribute to prospective bidders.
- b. Review questions from contractors during bidding and issue bid addenda if necessary.
- c. Attend the bid opening, prepare a bid tabulation and award recommendation, and prepare conformed copies of the contract documents for the City and contractor to enter into an agreement.

Deliverables:

In conjunction with the services described herein, the following deliverables are planned:

- 50% Plan Submission
 - 2 - Plan Sets
 - Utility Submission (Number TBD)
 - 50% Opinion of Probable Construction Cost
- 95% (Pre-final) Plan Submission
 - 2 – Plan Sets
 - Utility Submission (Number TBD)
 - 95% Opinion of Probable Construction Cost
- Final Plan Submission
 - 1- Plan set with mylar cover
 - Final Opinion of Probable Construction Cost
- Bidding
 - 10 Plan sets and bid document books
 - Addenda, If necessary
 - Formal bid tabulation

- Letter of award recommendation

FEE

These services will be provided as per the conditions of our Professional Services Agreement and the associated Time Rates for the City. Fees for the work described within the Scope of Services shall not exceed the amount shown below without prior authorization from the City. Invoices will be submitted monthly, based on the progress of the work, and are payable upon receipt. Should this scope increase to incorporate additional improvements, additional fees may be necessary to cover the cost of professional services.

EMH&T SERVICES FEE SUMMARY

Description of Service/Task	Fee
Preliminary Engineering	\$10,372.00
Final Engineering	\$15,254.00
Bidding Services	\$3,360.00
TOTAL FEE	\$28,986.00

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

Respectfully submitted,

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Ryan M. Andrews, PE
Senior Project Manager

Enclosure

Acceptance and Authorization to Proceed:

Authorized Signature/Date

PO Number/Date

Print Name

Attachment: Sewer improvements 2020 (Sewer Improvements 2020)

PRELIMINARY OPINION OF PROBABLE PROJECT COST
CITY OF REYNOLDSBURG

2020 Sanitary Sewer Rehabilitation
 Rosehill / Kaiser Area Sewer Improvements
 January 2, 2020

Ref	Item No.	Description	Units	Quantity	Unit Cost	Item Cost
1	201	Clearing and Grubbing	L.S.	1	\$1,000.00	\$1,000.00
2	207	Sediment and Erosion Control	L.S.	1	\$1,500.00	\$1,500.00
3	604*	Manhole Frame & Lid Replacement to Grade, As Directed By Engineer, in Grass	Ea.	5	\$450.00	\$2,250.00
4	604*	Manhole Frame & Lid Replacement to Grade, As Directed By Engineer, in Pavement	Ea.	5	\$800.00	\$4,000.00
5	607*	Fence, Remove and Replace	L.F.	150	\$65.00	\$9,750.00
6	614	Maintenance of Traffic	L.S.	1	\$5,000.00	\$5,000.00
7	SS-3	Bypass Pumping	L.S.	1	\$5,000.00	\$5,000.00
8	SS-6*	Chemical Grouting	Gal	10	\$150.00	\$1,500.00
9	SS-7*	Cementitious Grouting	C.F.	15	\$150.00	\$2,250.00
10	SS-10	Manhole Rehabilitation	V.F.	280	\$235.00	\$65,800.00
11	SS-11	Lateral Status Determination Report	L.S.	1	\$2,000.00	\$2,000.00
12	SS-12	8-in Cured-In-Place Pipe (Thickness = 6.0mm)	L.F.	3,200	\$36.00	\$115,200.00
13	SS-12*	Trim Protruding Top	Ea.	5	\$300.00	\$1,500.00
14	SS-12*	1.5 mm Incremental Wall Thickness Increase (8")	L.F.	500	\$2.50	\$1,250.00

*DENOTES CONTINGENCY ITEM, AS DIRECTED BY THE ENGINEER

SPEC - REFER TO PLAN NOTES, DETAILS & SUPP SPECS

Construction Subtotal = \$218,000.00
 Contingency (10%) = \$22,000.00
 Construction Total = \$240,000.00
 Engineering, Bidding, Construction Management and Inspection (25%) = \$55,000.00
Probable Project Cost = \$295,000.00

PREPARED BY: RA
 CHECKED BY: RA
 CHECKED DATE: 01/02/20

CIP BALANCES

Water:		Sewer:	
Balance December 31, 2018	1,254,220.37	Balance December 31, 2018	932,647.38
		Ord 01-19 2018 Sanitary Sewer Rehab	United Survey -673,262.50 project 165
		Ord 02-19 2018 Sanitary Sewer Rehab	EMHT -38,459.00 project 165
Balance January, 2019	1,254,220.37	Balance January, 2019	220,925.88
Ord 30-19 2019 Water replac bid docs	-48,962.00		
Receipts Jan-May, 2019	275,628.37	Receipts Jan-May, 2019	136,218.92
Balance May 31, 2019	1,480,886.74	Balance May 31, 2019	357,144.80
Receipts June-July, 2019	151,519.89	Receipts June-July, 2019	74,890.75
Balance, July 31, 2019	1,632,406.63	Balance, July 31, 2019	432,035.55
Ord 102-19 2019 Water Mair 9/25/2019	-44,890.00		
Ord 103-19 2019 Water Mair 9/25/2019	-504,611.00		
Receipts Aug-Sept	143,372.28	Receipts Aug-Sept	68,718.57
Balance Sept 30, 2019	1,226,277.91	Balance Sept 30, 2019	500,754.12
Receipts Oct-Dec 2019	199,619.63	Receipts Oct-Dec 2019	97,256.21
Debt Pmt Reduction-2019	-167,572.00		
Balance December 31,2019	1,258,325.54	Balance December 31,2019	598,010.33

Attachment: Water and Sewer CIP fund Balance2019 (Sewer Improvements 2020)

CIP BALANCES

Water:

Receipts July 16-Dec 16	407,752.55	898,291.15
Receipts Jan 17-April, 2017	250,958.64	
Total CIP Appropriation 04/30/17	1,149,249.79	
Ord 57-17 2017 Main St	-20,584.50	
Balance June 30, 2017	1,128,665.29	
Receipts May, 2017-Sept, 2017	328,628.81	
Ord 107-17 Debt pmt	-165,905.00	
Balance as of Sept. 30, 2017	1,291,389.10	
Receipts October-December, 2017	197,931.42	
Balance as of Dec. 31, 2017	1,489,320.52	
Receipts Jan-Sept, 2018	579,062.68	
Ord 49-18 Baldwin Rd Construction	-787,371.75	
Ord 50-18 Baldwin Rd Engineer	-57,082.00	
Debt Payment-2018 reduction	-165,623.00	
Balance September 30,2018	1,058,306.45	
Receipts October, 2018	59,099.14	
Receipts November, 2018	36,953.04	
Balance November 30, 2018	1,154,358.63	
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Receipts Jan 17-April, 2017	123,613.76	
Total CIP Appropriation 04/30/17	641,552.56	
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Ord 55-17 Rocky Den	-35,354.00	
Balance June 30, 2017	341,356.56	
Receipts May, 2017-Sept, 2017	157,313.32	
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CIP BALANCES

Water:		
Balance July 2015		<u>-15,833.71</u>
3rd Qtr 2015 receipts less 90.93 adj	187,402.72	
add back closed PO's unused balances		
2014-1211	18.02	
2014-1658	1,523.20	
2014-1220	44,980.00	
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Available 09/30/15	<u>231,832.11</u>	
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Add back closed PO Balances:		
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2015-903 contingency	ord 35-15	42,865.00
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2017 Main St project	ord 95-16	-99,459.00
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Sewer:		
Balance July 2015		<u>11,845.85</u>
3rd Qtr 2015 Receipts less 50.47 adj		88,298.03
add back closed PO's unused balances		
2014-1210		74.28
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Available 09/30/15		<u>124,718.66</u>
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2016 Manhole Rehab	ord 65-16	-60,252.00
2016 Manhole Rehab	ord 66-16	-10,563.00
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Sub-total		355,177.31
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CIP BALANCES

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Receipts:				
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Appropriated 07/15/14	2014	310,259.75		
Appropriated Nov 2014	2014	251,414.54		
Unappropriated '14 fees	2014	205,155.92	766,830.21	14 receipts

Total Available for Projects 1,095,517.46

Appropriated				
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Ord 49-14	-56,469.00	2014-1211	closed	18.02
Ord 18-14	-18,200.00	2014-1472	open	
Ord 86-14 Furth	-44,477.00	2014-1648	closed	0.00
Ord 87-14	-19,936.00	2014-1658	closed	1,523.20

Total Appropriated towards projects -721,560.00

Available to date to be used in 2015 373,957.46

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1st Qtr 2015	184,680.86	
Ord 35-15 Furth Water Line	-471,516.00	PO 2015-903
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SUB-TOTAL 04/30/15 37,560.29

2nd quarter 2015 receipts 172,313.86
subtotal available CIP Funds 2nd qtr 2015 209,874.15

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Ord 62-15 East Broad Street Tank Improv	-18,910.00	

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CIP Fees Collected	2013	163,315.93		
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Appropriate Nov 14	2014	118,136.02		
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Total Available for Projects 533,977.06

Appropriated			status	Balance to appropriate back
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Ord 50-14	-266,088.00	2014-1222	Closed	21186.25
Ord 51-14	-29,985.00	2014-1210	Closed	74.28
Ord 88-14	-25,148.00	2014-1647	closed	0

Total Appropriated towards projects -343,689.00

Available to date to be used 2015 190,288.06

2015:

Unused portion 2014-763	221.17	
Unused portion 2014-1222	21,186.25	211,695.48
1st Qtr 2015	91,493.12	
Ord 33-15 2015 Sewer Rehab	-38,375.00	PO 2015-895
Ord 34-15 2015 Sewer Rehab	-337,201.00	PO 2015-952

SUB-TOTAL 4/30/15 -72,387.40

2nd quarter 2015 receipts 84,233.25
subtotal available CIP Funds 2nd qtr 2015 11,845.85

Attachment: Water and Sewer CIP fund Balance2019 (Sewer Improvements 2020)

Water and Wastewater Department

Paul Hellman

614-322-4500 Phone

ORDINANCE REQUEST

DATE: **January 27, 2020**

TO: **Public Service and Transportation Committee**

RE: **Installation of Meter Reading Tower & Software**

Approval:

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

To enter into contract with Sensus and Flexnet companies to install two radio reading towers in our system at a Cost of \$161,905.00

Sensus is on the not required to bid list. We are integrated with SENSUS fully to change now would require a full change over which would cost the City over 4 million dollars.

To UNappropriate funds from the 710.000.0000.5621 (\$80,952.50) Water CIP's Fund and from 720.000.0000.5622 (\$80.952.50) Sewer CIP's Fund. **TO PAY FOR THIS PROJECT, FUNDS FROM THE WATER AND SEWER CIP ACCOUNTS WILL BE USED .**

These towers are a fixed based system that will connect to a water tank on broad street and the cell tower at the street department or the tower at the 1615 Truro Dr.

The Water meters can and will be read at the push of a button from the office (once completed). Data can and will be collected once an hour and reports generated daily.

Once towers are up and performing to proficiency there will be a maintenance software cost of around \$37,000 annually as we continue to replace touch pads to MXU's the cost shifts from

Water and Wastewater Department

Paul Hellman

614-322-4500 Phone

Bermex Reading to the maintenance cost for the software. Initial cost is a little more for the first year.

This will give customers control over their water bills and how quickly they want to see it through a portal.

This has the potential for the customer to set up a monthly bills of their own and pay accordingly.

Once system is in place this can help customers identify leaks within their own system and allow us to warn the customer of high usage Daily. Currently it could be over 90days depending on when it started leaking.

The distribution meter reading will be set up so that it can help the field staff to identify water breaks sooner or water loss in certain areas that we can't identify if any.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH SENSUS AND FLEXNET TO INSTALL TWO METER READING TOWERS

WHEREAS, the City of Reynoldsburg water department is working to convert existing water meters to radio read meters; and

WHEREAS, part of that conversion process is to install two towers with digital equipment that can read the individual meter signals and send that data to the City's water department; and

WHEREAS, the installation of these towers and the accompanying software will allow the City to read meters quickly, daily, and eventually provide water customers with immediate access to their water usage.

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

SECTION 1. That the Mayor be and is hereby authorized to execute a contract with Sensus and

Water and Wastewater Department

Paul Hellman

614-322-4500 Phone

Felxnet to install two meter reading tower and the software needed to collect water meter signals throughout the City on individual and business water usage.

SECTION 2. Upon adoption by Council, this Ordinance shall be in effect thirty days following the signature by the Mayor.

FlexNet® M400B Base Station

Compact Point-to-Multipoint Base Station

The Sensus FlexNet® M400B Base Station offers a strategic communications option for public service providers with endpoints deployed in remote or densely populated areas. The efficient transceiver can transmit and receive in a 200kHz band of spectrum. 200kHz enables more dedicated channels, resulting in higher network capacity, allowing more granular data and more channels of data. Sensus FlexNet communication network delivers double the transmit power of competitive systems over primary-use licensed spectrum – ensuring reliability for mission critical applications.

The tower-based architecture enables reliable communication of status and usage information with fewer access points than other network architectures. These compact, efficient base stations fit in space-constrained environments and require no air conditioning.

Benefits

- **Licensed radio spectrum** In North America, FCC/IC protected primary-use spectrum avoids competition with other wireless services, interference from other radio devices, and the risk of being taken over by emergency service providers
- **Fewer access points** Our point-to-multipoint architecture directly connects base stations to endpoints over large geographic areas – greatly reducing the number of network backhaul connections as well as O&M costs
- **Resilient network design** Sensus Base Stations continue to provide real time data during outages and emergencies because of eight hour plus battery backup – enabling better workforce management and faster service restoration
- **Small footprint** Flexible pole or wall-mounting options enable strategic deployment with a discreet appearance
- **Industry leading security** Sensus has achieved GE/Wurldtech™ Achilles® communications certification for critical infrastructure security against cyber threats



Features

- GPS receiver for time synchronization
- Duplexer for single antenna
- IP-addressable power supply with hot-swap capability
- 8-hour battery backup
- Alarms and reporting capability
- Backhaul via Ethernet/IP
- Heated battery for cold weather environments
- Modular construction for easy serviceability

Applications

- Two-way Advanced Meter Infrastructure (AMI)
- Distribution Automation (DA)
- Demand Response (DR)
- Home Area Networks (HAN)
- Sensus VantagePoint™ Lighting Control

Call your sales representative to see for yourself.

8601 Six Forks Road
Suite 700
Raleigh, NC 27615
1-800-638-3748
sensus.com



Properties

Receive Bandwidth	200 KHz
Transceivers	Single
Spectrum	Licensed 900 MHz PCS/MAS
Duplexing	Single transmit Eight receive channels - simultaneous/dedicated
Applications	Single
Expandability	No
Compatibility	SNMP
FlexNet	Requires RNI 3.x or newer

Enclosures - Outdoor - Pole/Wall Mount

Height	22" (55.9 cm)
Width x Depth	22" (55.9 cm) x 10.5" (26.7 cm)
Capacity	One transceiver
Temperature	-40° to +122° F (-40° to +50° C)
Voltage	120 VAC
Battery Backup	8 hours
NEMA Rating	4
Air Conditioned	No



Date	January 24, 2020
-------------	------------------

End User Name

PO #

Salesperson

Distributor

Part Number	
SSX43XXXXXXXXXX	Annual RNI SaaS Fee
MS RNI SaaS	Annual RNI SaaS Fee (Part n
MS SU RNI SaaS1	RNI SaaS Setup Fee
Bundle	Bundle 2: Sensus Analytics E
539.63.837.00535C	Sensus Analytics Enhanced -
539.63.837.00521C	Sensus Analytics Setup Fee -
PS SA STANDARD	Sensus Analytics Standard Ir

[illegible]

Notes:

Estimate for Budget Purpose only.

Sensus Analytics

Reynoldsburg Oh

John Presloid

Total Number of Services	11,240
Total Cumulative SmartPoints at the end of YEAR 1	Total Cumulative SmartPoints at the end of YEAR 2
11,240	11,240

Description	YEAR 1	YEAR 2
	PRICE	PRICE
	\$ 17,221	\$ 17,738
umber for years 2-5)	\$ -	\$ -
	\$ 7,957	\$ -
Enhanced	\$ -	\$ -
Water	\$ 15,307	\$ 15,767
Water	\$ 7,500	\$ -
Integration Performed by Sensus PS	\$ 4,000	\$ -

Attachment: Sensus Quote SA Budget Price 2017 (Meter Reading Towers)

ORDER TOTALS	\$ 51,985	\$ 33,504
	YEAR 1 PRICE	YEAR 2 PRICE

Attachment: Sensus Quote SA Budget Price 2017 (Meter Reading Towers)



Ship To:	
City of Reynoldsburg	

Total Cumulative SmartPoints at the end of YEAR 3	Total Cumulative SmartPoints at the end of YEAR 4	Total Cumulative SmartPoints at the end of YEAR 5
11,240	11,240	11,240

YEAR 3	YEAR 4	YEAR 5
PRICE	PRICE	PRICE
\$ 18,270	\$ 18,818	\$ 19,382
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ 16,240	\$ 16,727	\$ 17,229
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -

Attachment: Sensus Quote SA Budget Price 2017 (Meter Reading Towers)

CIP BALANCES

Water:		Sewer:	
Balance December 31, 2018	1,254,220.37	Balance December 31, 2018	932,647.38
		Ord 01-19 2018 Sanitary Sewer Rehab	United Survey -673,262.50 project 165
		Ord 02-19 2018 Sanitary Sewer Rehab	EMHT -38,459.00 project 165
Balance January, 2019	1,254,220.37	Balance January, 2019	220,925.88
Ord 30-19 2019 Water replac bid docs	-48,962.00		
Receipts Jan-May, 2019	275,628.37	Receipts Jan-May, 2019	136,218.92
Balance May 31, 2019	1,480,886.74	Balance May 31, 2019	357,144.80
Receipts June-July, 2019	151,519.89	Receipts June-July, 2019	74,890.75
Balance, July 31, 2019	1,632,406.63	Balance, July 31, 2019	432,035.55
Ord 102-19 2019 Water Mair 9/25/2019	-44,890.00		
Ord 103-19 2019 Water Mair 9/25/2019	-504,611.00		
Receipts Aug-Sept	143,372.28	Receipts Aug-Sept	68,718.57
Balance Sept 30, 2019	1,226,277.91	Balance Sept 30, 2019	500,754.12
Receipts Oct-Dec 2019	199,619.63	Receipts Oct-Dec 2019	97,256.21
Debt Pmt Reduction-2019	-167,572.00		
Balance December 31,2019	1,258,325.54	Balance December 31,2019	598,010.33

Attachment: Water and Sewer CIP fund Balance2019 (Meter Reading Towers)

CIP BALANCES

Water:

Receipts July 16-Dec 16	407,752.55	898,291.15
Receipts Jan 17-April, 2017	250,958.64	
Total CIP Appropriation 04/30/17	1,149,249.79	
Ord 57-17 2017 Main St	-20,584.50	
Balance June 30, 2017	1,128,665.29	
Receipts May, 2017-Sept, 2017	328,628.81	
Ord 107-17 Debt pmt	-165,905.00	
Balance as of Sept. 30, 2017	1,291,389.10	
Receipts October-December, 2017	197,931.42	
Balance as of Dec. 31, 2017	1,489,320.52	
Receipts Jan-Sept, 2018	579,062.68	
Ord 49-18 Baldwin Rd Construction	-787,371.75	
Ord 50-18 Baldwin Rd Engineer	-57,082.00	
Debt Payment-2018 reduction	-165,623.00	
Balance September 30,2018	1,058,306.45	
Receipts October, 2018	59,099.14	
Receipts November, 2018	36,953.04	
Balance November 30, 2018	1,154,358.63	
Receipts December, 2018	99,861.74	

Sewer:

Receipts July 16-Dec 16	193,979.49	517,938.80
Receipts Jan 17-April, 2017	123,613.76	
Total CIP Appropriation 04/30/17	641,552.56	
Ord 54-17 Rocky Den	-264,842.00	
Ord 55-17 Rocky Den	-35,354.00	
Balance June 30, 2017	341,356.56	
Receipts May, 2017-Sept, 2017	157,313.32	
Balance as of Sept. 30, 2017	498,669.88	
Receipts October-December, 2017	95,749.05	
Balance as of Dec. 31, 2017	594,418.93	
Receipts Jan-Sept, 2018	282,884.01	
Ord 83-18 CCTV Bid Docs	-39,510.00	
Balance September 30,2018	837,792.94	
Receipts October, 2018	28,739.07	
Receipts November, 2018	18,364.00	
Balance November 30, 2018	884,896.01	
Receipts December, 2018	47,751.37	

Attachment: Water and Sewer CIP fund Balance2019 (Meter Reading Towers)

CIP BALANCES

Water:		
Balance July 2015		-15,833.71
3rd Qtr 2015 receipts less 90.93 adj		187,402.72
add back closed PO's unused balances		
2014-1211		18.02
2014-1658		1,523.20
2014-1220		44,980.00
2014-1221		13,741.88
Available 09/30/15		231,832.11
4th Qtr 2015 receipts +61.98 adj		195,730.31
Available 12/31/2015		427,562.42
Ord 10-16 EMHT Briarcliff/Aida #151		-38,582.00
City of Columbus Reimb		30,000.00
Receipts Thru 06/30/16-appropriated July 2016		381,963.49
Ord 63-16 Briarcliff/Aida Danbert Inc		-238,328.00
Ord 64-46 Briarcliff/Aida EMHT		-31,774.00
Sub-total		530,841.91
Add back closed PO Balances:		
2015-894 inspection	ord 36-15	96.44
2015-903 contingency	ord 35-15	42,865.00
2015-1206 contingency	ord 61-15	16,194.25
Sub-total		589,997.60
2017 Main St project	ord 95-16	-99,459.00
Final Appropriation at eoy 2016		490,538.60

Sewer:		
Balance July 2015		11,845.85
3rd Qtr 2015 Receipts less 50.47 adj		88,298.03
add back closed PO's unused balances		
2014-1210		74.28
2014-1223		24,500.50
Available 09/30/15		124,718.66
4th Qtr 2015 receipts +31 adj		94,785.53
Available 12/31/2015		219,504.19
Ord 11-16 2016 Manhole Project #152		-11,775.00
Receipts Thru 06/30/16-appropriated July 2016		187,564.50
2016 Manhole Rehab	ord 65-16	-60,252.00
2016 Manhole Rehab	ord 66-16	-10,563.00
Sub-total		324,478.69
Add back closed PO Balances:		
2015-895 inspection	ord 33-15	43.87
2015-952 contingency	ord 34-15	30,654.75
Sub-total		355,177.31
2017 Rocky Den/Fox Project	ord 96-16	-31,218.00
Final Appropriation at eoy 2016		323,959.31

CIP BALANCES

Water:

Receipts:

CIP Fees Collected	2013	328,687.25	
Appropriated 07/15/14	2014	310,259.75	
Appropriated Nov 2014	2014	251,414.54	
Unappropriated '14 fees	2014	205,155.92	766,830.21 14 receipts

Total Available for Projects	<u>1,095,517.46</u>
------------------------------	---------------------

Appropriated				
Ord 10-14	-39,695.00	2014-762	closed	0
Ord 25-14	-48,003.00	2014-903	closed	4,349.97
Ord 48-14	-494,780.00	2014-1221	closed	13,741.88
		2014-1220	closed	44,980.00
Ord 49-14	-56,469.00	2014-1211	closed	18.02
Ord 18-14	-18,200.00	2014-1472	open	
Ord 86-14 Furth	-44,477.00	2014-1648	closed	0.00
Ord 87-14	-19,936.00	2014-1658	closed	1,523.20

Total Appropriated towards projects	-721,560.00
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Available to date to be used in 2015	373,957.46
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2015:

unused portion 2014-903	4,349.97	
1st Qtr 2015	184,680.86	
Ord 35-15 Furth Water Line	-471,516.00	PO 2015-903
Ord 36-15 Furth Water Line	-53,912.00	PO 2015-894

SUB-TOTAL 04/30/15	37,560.29
---------------------------	------------------

2nd quarter 2015 receipts	172,313.86
subtotal available CIP Funds 2nd qtr 2015	209,874.15

Ord 61-15 East Broad Street Tank Improv	-206,797.86	PO 2015-1206
Ord 62-15 East Broad Street Tank Improv	-18,910.00	

Sewer:

CIP Fees Collected	2013	163,315.93	
Appropriated 7/25/14	2014	155,225.07	
Appropriate Nov 14	2014	118,136.02	
Unappropriated '14 fees		97,300.04	370,661.13 14 receipts

Total Available for Projects	533,977.06
------------------------------	------------

Appropriated		status	Balance to appropriate back
Ord 11-14	-22,468.00 2014-763	Closed	221.17
Ord 50-14	-266,088.00 2014-1222	Closed	21186.25 2014-122
Ord 51-14	-29,985.00 2014-1210	Closed	74.28
Ord 88-14	-25,148.00 2014-1647	closed	0

Total Appropriated towards projects	<u>-343,689.00</u>
-------------------------------------	--------------------

Available to date to be used 2015	190,288.06
-----------------------------------	------------

2015:

Unused portion 2014-763	221.17	
Unused portion 2014-1222	21,186.25	211,695.48
1st Qtr 2015	91,493.12	
Ord 33-15 2015 Sewer Rehab	-38,375.00	PO 2015-895
Ord 34-15 2015 Sewer Rehab	-337,201.00	PO 2015-952

SUB-TOTAL 4/30/15	-72,387.40
--------------------------	-------------------

2nd quarter 2015 receipts	84,233.25
subtotal available CIP Funds 2nd qtr 2015	<u>11,845.85</u>

John J. Presloid
District Manager

52 Presloid Lane
Punxsutawney, Pa 15767

T: 814-541-5068
F: 814-939-5767
John.presloid@sensus.com
www.sensus.com



August 31, 2017

City of Reynoldsburg Oh
Mr. Paul Hellman
Water & Waste Water Superintendent

Dear Mr. Hellman,

Per your request, I am sending budget pricing on Sensus Products.

510M single port TC, hrly read With leak detection smartpoint	\$120.00	Qty 7000	Ext Price \$ 840,000
510M Daul port TC, Hrly read With leak detection smartpoint	\$165.00	Qty 500	Ext Price \$ 82,500
5/8" iPERL Meters w/touchpads	\$127.05	Qty 100	Ext Price \$ 12,705
3/4" short iPERL Meters w/touchpads	\$122.25	Qty 400	Ext Price \$ 48,900

M400 Outdoor including installation	\$50,000	Qty 2	Ext Price \$ 100,000
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³ Equipment and/or Installation Price does not include communication link to the RNI and/or Automation Control.

⁵ Customer is fully responsible to provide sufficient electrical connections within 1' of base station location.

Project Management Per Year	\$10,000	1 Year	Ext Price \$ 10,000
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Hosted Software As A Service (SAAS)

Year 1 RNI Set up, Sa Enhanced

Annual 5 Year Pricing attached

Ext Price \$ 51,905

Product Total

~~\$ 1,146,010.00~~

161,905.00

Standard Freight Terms Apply

If you have any questions or would like to discuss in greater detail, please call me at 814-541-5068.

Best Regards,

John Presloid
Ohio District Manager

Attachment: Sensus Tower Price Only2020 (Meter Reading Towers)

Paul Hellman

From: Presloid, John <john.presloid@xyleminc.com>
Sent: Monday, July 16, 2018 4:04 PM
To: Paul Hellman
Subject: RE: Radio towers

Does this help?

M400B: Under normal operating conditions the M400B base station consumes 38W at idle and 50W at a transmit duty cycle of 20%. KWh per day is 0.912 for idle, and 1.2 for transmit as noted.

John J Presloid
 Senior Account Development Manager
 52 Presloid Lane
 Punxsutawney, Pa 15767
 814-541-5068 Mobile



? Cost per KWH.
 must have 1.2 KWH a Day x 30 Day
 240 System 36 KW/m. x .14¢/KW = \$3.50
 Phase 1 / NON Peak \$1.44 per tower?

From: Paul Hellman [<mailto:phellman@ci.reynoldsburg.oh.us>]
Sent: Wednesday, July 11, 2018 3:23 PM
To: Presloid, John
Subject: Radio towers

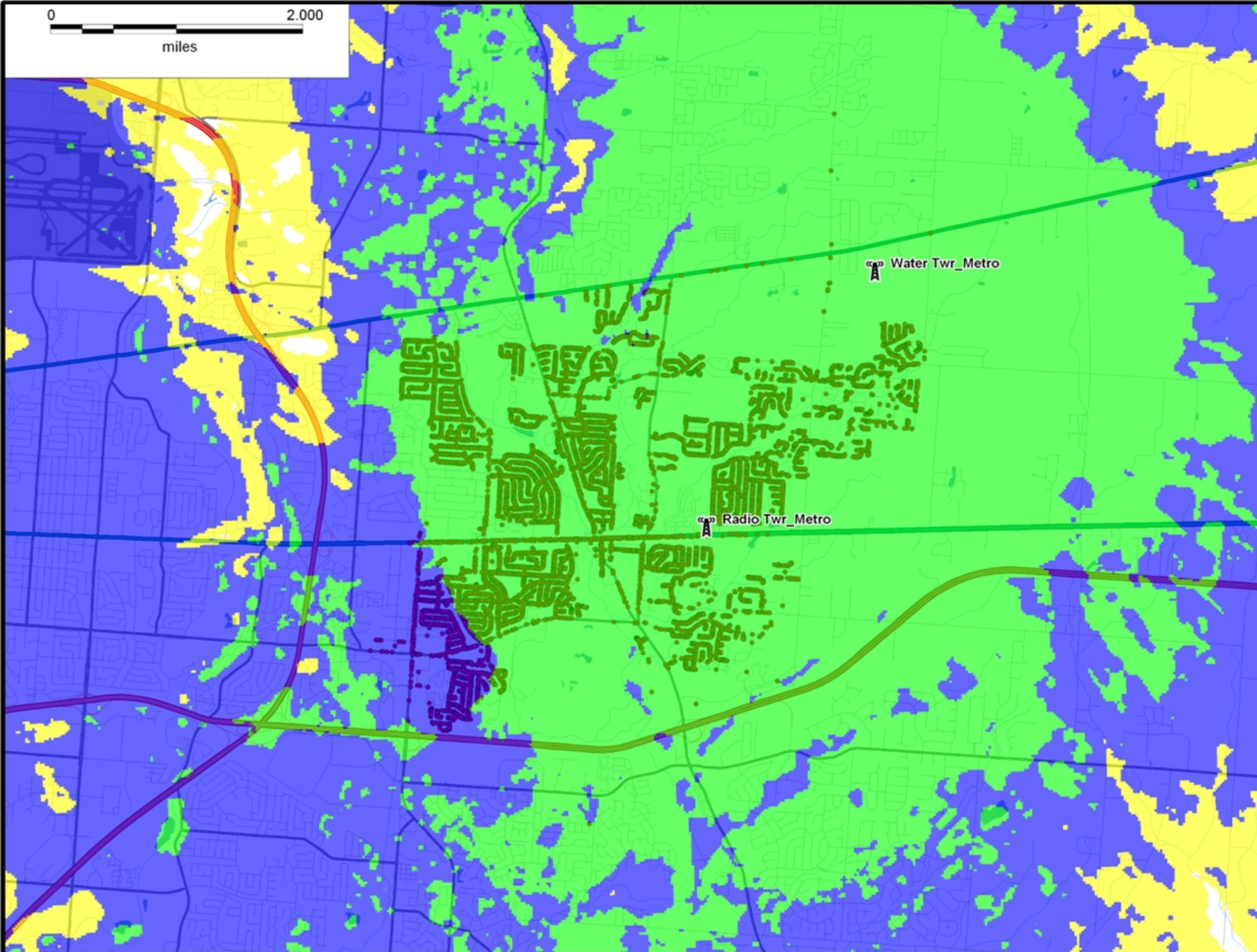
John,

Could you please give me the information about how much of electricity per kw/hr. for each radio tower will use? I know that I will need 120 volts but I was trying to figure out about how much electricity this will increase each month for each tower?

I will see you on the 24th for your Flex net presentation?

Paul Hellman
 Water & Waste Water Superintendent
 (614) 322 4503 Work
 (614) 205-4407 Mobile
Phellman@ci.reynoldsburg.oh.us

Attachment: SensusElectricalcost pertower (Meter Reading Towers)



FlexNet Propagation Analysis v2

Reynoldsburg, OH

BTS Best Server Coverage
Radio Twr_Metro
Water Twr_Metro

Signal Strength Ranges	Covered Meters	Percentage of Total Meters
-102 to MAX	10,240	91.01%
-112 to -102	1,011	8.99%
-122 to -112	0	0.00%
-200 to -122	0	0.00%
Total Meters	11,251	

LEGEND

- BTS
- Meters
- 102 dBm
- 112 dBm
- 122 dBm

This propagation study is based on actual information provided by the utility pertaining to meter type, meter location, potential antennae height on structure, structure height, and structure location. Any changes, deletions and/or additions that are not provided to the design engineers during the creation of this design may result in a study that does not correlate to actual field conditions.

For all tower mounted antennas, a minimum antenna standoff of 3' is required from the tower.

Development Department

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

ORDINANCE REQUEST

DATE: **January 27, 2020**

TO: **Public Service and Transportation Committee**

RE: Agreement for General Engineering - Secondary with OHM Advisors

Approval:

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

Emergency/Suspension: Emergency

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

Emergency legislation in order to have an engineering/design firm in place to continue working on projects already on-going.

Agreement for General Engineering - Secondary with OHM Advisors 580 North Fourth Street, Suite 610 Columbus, OH 43215 for General Consulting and Professional Design Services for Engineering for the period of January 1, 2020 through December 31, 2023, and Declaring it an Emergency.

An Ordinance Authorizing the Mayor to Enter into an Agreement with OHM Advisors for General Consulting and Professional Design, and Declaring an Emergency

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

SECTION 1. That the Mayor be and is hereby authorized to enter into an agreement with OHM Advisors Inc. For the period of January 1, 2020 through December 31, 2023, for engineering services for the City of Reynoldsburg.

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

See Exhibit “A” attached hereto and incorporated herein.

SECTION 2. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the city; wherefore upon adoption by Council and the signature of the Mayor, this Ordinance shall be in effect immediately.



ARCHITECTS. ENGINEERS. PLANNERS.

RE: Reynoldsburg City Engineer
Contract for 2020, 2021, 2022, & 2023

The following scope of services, price proposal, and schedule of services represent our understanding of the needs of the Municipality, based upon prior discussions, meetings, projects, and/or additional information made available at the time of this proposal. We look forward to our role in your community.

Proposal Outline

Proposal Outline.....	1
Identification	1
Task #1 Standard Engineering Services	2
Task #2 Professional Design Service Contracts	3
Price Proposal and Fee Schedule.....	4
Standard Terms and Conditions.....	5
Termination Clause.....	5
Authorization	5
Standard Terms & Conditions	5

Identification

The parties of the Agreement shall be referred to within this document as follows:

- “Municipality” shall refer to the City of Reynoldsburg, Ohio
- “Engineer” shall refer to Orchard, Hiltz & McCliment, Inc., dba OHM Advisors

Task #1 Standard Engineering, Planning, and Design Services

- Provide engineering services in your community as outlined herein. We are available to provide the following services for your community.
- Assumptions for services – hours and meetings anticipated:
 - We anticipate up to 8 hours per week (average) (50 weeks/year)
 - Council meeting (Anticipate up to 6 per calendar year)
 - Staff meetings (up to 1 per month)
 - Miscellaneous departmental meetings and conference calls (3 per month)
 - Hours will likely be higher during the peak construction season and emergency situations, and may be lower during the off-peak/winter months, etc.
- OHM is available to complete the following services under the hourly service arrangement:
 - Meeting Hours (as necessary and requested by the Municipality)
 - Attendance at Council Meetings, as necessary
 - Attendance at Planning Commission, Design Review, and BZA as necessary
 - Special meetings at the City Hall
 - Special meetings to attend on behalf of the Municipality, at neighboring communities, counties, or state agencies. (MPO, County, ODOT, Soil & Water, etc.), or with development applicants
 - Special meetings with funding agencies for project grants and loans
 - Concept planning for planning, landscape architecture, placemaking and urban design projects
 - Office Hours at OHM Advisors Office
 - Coordination of municipal inquiries
 - Preparation of grant applications, reports, etc. as requested
 - Engineering and city related staff reports and memorandums
 - Technical advisor on engineering issues referred from the Mayor, Council, Committees, or other Departments (Service, Development, Law).
 - Represent the Municipality to advise property owners on problems pertaining to engineering and planning, as they may relate to public sewers, waterlines, drainage patterns, and building grades.
 - Review and prepare preliminary sketches, layouts, estimates, or reports, concerning potential future capital improvement projects or planned or conceptualized public or private development projects (new development, landscape architecture and urban design).
 - Work with the administrative staff to organize, manage, and update Engineering related files, standards, and details.
 - Update Council regarding the status of engineering related matters as needed.
 - Provide Professional oversight of Standard Engineering Services.
 - Advise the Development Department and Planning Commission on planning and development related matters.
 - Assist the City with creative placemaking, landscape architecture, urban design, and beautification projects.
- Major Tasks
 - Assist with Capital Improvement Plans (CIP) – (Updated every year)
 - Review and assist as needed in preparing funding applications for various funding sources such as CDBG, OPWC, ODNR, FEMA, EPA, OWDA & ODOT.

Task #2 Professional Design Service Contracts

- This Task covers Professional Design Service Contracts, such as:
 - Pre-Design Services (Survey, Environmental, Traffic, Geotechnical, Planning, etc.)
 - Reports & Studies (Flood Studies, Traffic Studies, Environmental Studies, etc.)
 - Architectural, Engineering, and Planning Design Services (Plans & Specifications)
 - Public Bidding & Award Services
 - Plan Review Services
 - Construction Administration, Management, Inspection & Testing (CA/CM/CI)
 - Criteria Engineer/Architect Services (per ORC 153.692)
- Typical Architectural, Engineering, and Planning Design Projects requiring Professional Design Services:
 - Streets, Waterlines, Sanitary Sewers, Storm Sewers, Bridges and Culverts
 - Downtown redevelopment plans, trails, parks, and recreation plans and detailed design
 - Police, fire, and administrative/municipal buildings, and facilities evaluation, assessment and design/planning
 - Other publicly owned infrastructure projects
- Professional Design Service Contracts shall have the following:
 - Detailed scope of services, itemized pricing, and project schedule
 - No work shall commence on any project or task without written authorization to proceed by the Municipality
- If changes in the Scope of Services for a project are necessary, a revised price proposal and schedule shall be provided to the Municipality for approval, prior to proceeding with the work.

Price Proposal and Fee Schedule

MUNICIPALITY agrees to compensate ENGINEER an annual amount not to exceed Seventy-five Thousand Dollars and no cents (\$75,000.00) for the general engineering services outlined in Task 1 Standard Engineering, Planning, and Design Services. Payment for Standard Engineering Services shall be hourly not to exceed without prior written authorization of the CITY.

Items as outlined in Task 2 Professional Design Service Contracts will be fixed price proposal contracts that will be submitted to the City, upon request for authorization prior to the commencement of work as outlined in this Task.

All fees for service will be based on the attached 2020 hourly rate schedule (Exhibit A). The hourly rates may increase for contract years 2021, 2022, & 2023, at a maximum rate of 3% per year.

Contract Term

Contract shall commence on written approval and authorization by the Municipality and terminate on December 31, 2023.

Standard Terms and Conditions

The Standard Terms and Conditions attached herein shall be in effect for the entirety of the Contract Terms shown above. The Standard Terms and Conditions shall also be considered a part of any and all future contracts associated with Task #2 the duration of those contracts.

Termination Clause

Upon 90 days advance written notice, either contracted party (Municipality or Engineer), may request termination of the contract. The termination date shall be the last day of any month, a minimum of 90 days from the date of written notice. This termination clause shall supersede Item 12 "Termination" of the Standard Terms & Conditions. All contract requirements and payment requirements shall apply through the final date of termination.

Authorization

OHM Advisors



David G. Krock, PE
 Vice President of Ohio

City of Reynoldsburg

 Name Date

Approved as to form:

 Name Date

OHM Advisors

580 NORTH FOURTH STREET, SUITE 610
 COLUMBUS, OHIO 43215

T 614.418.0600
 F 614.418.0614

OHM-Advisors.com

Standard Terms & Conditions

1. THE AGREEMENT – These standard Terms and Conditions and the attached Proposal or Scope of Services, upon their acceptance by the Owner, shall constitute the entire Agreement between OHM Advisors, registered in the State of Ohio, and the Owner. The Agreement shall supersede all prior negotiations or agreements, whether written or oral, with respect to the subject matter herein. The Agreement may be amended only by mutual agreement between OHM Advisors and the Owner and said amendments must be in written form.
2. SERVICES TO BE PROVIDED – OHM Advisors will perform the services as set forth in the attached proposal or scope of services which is hereby made a part of the Agreement.
3. SERVICES TO BE PROVIDED BY OWNER –
 The Owner shall at no cost to OHM Advisors:
 - a. Provide OHM Advisors' personnel with access to the work site to allow timely performance of the work required under this Agreement.
 - b. Provide to OHM Advisors within a reasonable time frame, any and all data and information as may be required by OHM Advisors to perform the services under this Agreement.
 - c. Designate a person to act as Owners representative who shall have the authority to transmit instructions, receive information, and define Owner policies and decisions as they relate to services under this Agreement.
4. PERIOD OF SERVICE – The services called for in this agreement shall be completed within the time frame stipulated in the Proposal or Scope of Services, or if not stipulated shall be completed within a time frame which may reasonably be required for completion of the work. OHM Advisors shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this agreement resulting from any cause beyond OHM Advisors' reasonable control.
5. COMPENSATION – The Owner shall pay OHM Advisors for services performed in accordance with the method of payment as stated in the Proposal or Scope of Services. Method of compensation may be lump sum, hourly: based on a rate schedule, percentage of the construction cost, or cost plus a fixed fee. The Owner shall pay OHM Advisors for reimbursable expenses for sub consultant services, equipment rental or other special project related terms at a rate of 1.15 times the invoice amount.
6. TERMS OF PAYMENT - Invoice(s) shall be submitted to the Owner not more often than monthly for services performed during the preceding period. Owner shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM Advisors shall include a charge at the rate of one percent per month from said thirtieth day.
7. LIMIT OF LIABILITY – OHM Advisors shall perform professional services under this Agreement in a manner consistent with the degree of care and skill in accordance with applicable professional standards of services of this type of work. To the fullest extent permitted by law and notwithstanding any other provision of this Agreement, the total liability in the aggregate, of OHM Advisors and its Officers, Directors, Partners, employees, agents, and sub consultants, and any of them to the Owner and anyone claiming by, through or under the Owner, for any and all claims, losses, costs or damages of any nature whatsoever arises out of, resulting from or in any way related to the project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of OHM Advisors or OHM Advisors' Officer, Directors, employees, agents or sub consultants, or any of them shall not exceed the amount of \$25,000 or OHM Advisors' fee, whichever is greater.

8. ASSIGNMENT – Neither party to this Agreement shall transfer, sublet or assign any duties, rights under or interest in this Agreement without the prior written consent of the other party.
9. NO WAIVER – Failure of either party to enforce, at any time, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either party at any time to avail themselves of such remedies as either may have for any breach or breaches of such provisions.
10. GOVERNING LAW – The laws of the State of Ohio will govern the validity of this Agreement, its interpretation and performance.
11. DOCUMENTS OF SERVICE – The Owner acknowledges OHM Advisors’ reports, plans and construction documents as instruments of professional services. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the Owner upon completion of the work and payment in full of all monies due OHM Advisors, however OHM Advisors shall have the unlimited right to use such drawings, specifications and reports and the intellectual property therein. The Owner shall not reuse or make any modifications to the plans and specifications without prior written authorization by OHM Advisors. In accepting and utilizing any drawings or other data on any electronic media provided by OHM Advisors, the Owner agrees that they will perform acceptance tests or procedures on the data within 30 days of receipt of the file. Any defects the Owner discovers during this period will be reported to OHM Advisors and will be corrected as part of OHM Advisors’ basic Scope of Services.
12. TERMINATION – Either party may at any time terminate this Agreement upon giving the other party 7 calendar days’ prior written notice. The Owner shall within 45 days of termination, pay OHM Advisors for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.
13. OHM ADVISORS’ RIGHT TO SUSPEND ITS SERVICES – In the event that the Owner fails to pay OHM Advisors the amount shown on any invoice within 60 days of the date of the invoice, OHM Advisors may after giving 7 days’ notice to the Owner, suspend its services until payment in full for all services and expenses is received.
14. OPINIONS OF PROBABLE COST – OHM Advisors’ preparation of Opinions of Probable Cost represent OHM Advisors’ best judgment as a design professional familiar with the industry. The Owner must recognize that OHM Advisors has no control over costs or the prices of labor, equipment or materials, or over the contractor’s method of pricing. OHM Advisors makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.
15. JOB SITE SAFETY – Neither the professional activities of OHM Advisors, nor the presence of OHM Advisors or our employees and sub consultants at a construction site shall relieve the General Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM Advisors has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions. The Owner agrees that the General Contractor is solely responsible for jobsite safety and warrants that this intent shall be made clear in the Owners agreement with the General Contractor. The Owner also agrees that OHM Advisors shall be indemnified and shall be made additional insureds under the General Contractors general liability insurance policy.
16. DISPUTE RESOLUTION – In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Owner and OHM Advisors agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.



OHM ADVISORS 2020 HOURLY RATE SCHEDULE

Professional Engineer IV / Architect IV / Senior Interior Designer IV	\$180.00
Professional Engineer III / Architect III / Senior Interior Designer III	\$165.00
Professional Engineer II / Architect II / Senior Interior Designer II	\$150.00
Professional Engineer I / Architect I / Senior Interior Designer I	\$137.00
Project Specialist II	\$158.00
Project Specialist I	\$130.00
Graduate Engineer IV	\$145.00
Graduate Engineer III	\$135.00
Graduate Engineer II	\$130.00
Graduate Engineer I	\$120.00
Graduate Architect III / Landscape Architect III / Interior Designer III	\$130.00
Graduate Architect II / Landscape Architect II / Interior Designer II	\$110.00
Graduate Architect I / Landscape Architect I / Interior Designer I	\$98.00
Technician IV	\$135.00
Technician III	\$120.00
Technician II	\$100.00
Technician I	\$80.00
Engineering / Architectural / Interior Design Aide	\$65.00
Professional Surveyor III	\$160.00
Professional Surveyor II	\$150.00
Professional Surveyor I	\$135.00
Graduate Surveyor	\$115.00
Surveyor III	\$115.00
Surveyor II	\$108.00
Surveyor I	\$88.00
Surveyor Aide	\$65.00
Planner IV	\$160.00
Planner III	\$140.00
Planner II	\$118.00
Planner I	\$98.00
Planner Aide	\$65.00
Graphic Designer	\$110.00
Administrative Support	\$70.00
Clerical Aide	\$59.00
Principal	\$205.00
Sr. Associate	\$195.00
Associate	\$183.00

Rates as reflected subject to review and adjustment on an annual basis.
2020 Public Rates 19-1113

Attachment: OHM Contract Agreement (Agreement with OHM for General Engineering - Secondary)

Police Department**David Plesich****7240 E. Main Street****Reynoldsburg OHIO 43068****614-322-6947 Phone****ORDINANCE REQUEST****DATE: January 27, 2020****TO: David Plesich, Chief Finance and Administration Committee****RE: Appropriation of Donated Funds**

Approval:

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

This request is for Council to transfer \$2,085.66 from the General Fund to the police department from funds that were donated K9 money left over from 2019. Please see attached copy of the spreadsheet.

**AN ORDINANCE TO APPROPRIATE FUNDS FROM THE UNAPPROPRIATED
GENERAL FUND TO THE POLICE DEPARTMENT ACCOUNT 110.111.5207 LAW
ENFORCEMENT SUPPLIES FOR DONATED MONIES RECEIVED**

WHEREAS, after a review of funds donated to the Reynoldsburg Police Department in 2019 for the City's K9 program, it has been determined that there is still \$2,085.66 in the General Fund that should be transferred to the police department.

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

SECTION 1. That an amount of \$2,085.66 in the unappropriated General Fund be and is hereby appropriated to account number 110.111.5207 Law Enforcement Supplies.

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

Beginning Donation Balance on PO2019-919				\$18,634.08
Date	Expense	Vendor	Amount	Balance
3/5/2019	Steel Choke Chain Collors, Gauntlet, Kong	RayAllen	\$162.92	\$18,471.16
4/1/2019	Dog Food	MWDK9	\$119.96	\$18,351.20
3/22/2019	Training Suit	RayAllen	\$1,356.99	\$16,994.21
4/9/2019	Sedan seat cover	PARR	\$161.80	\$16,832.41
3/28/2019	Leather Dog Collar	RayAllen	\$116.76	\$16,715.65
4/19/2019	Training Tshirts	Creative Tshirts	\$214.63	\$16,501.02
5/8/2019	Dog Food	MWDK9	\$119.76	\$16,381.26
5/9/2019	K-9 Cool	Elite K-9	\$169.45	\$16,211.81
6/6/2019	Liner	Bullet	\$700.00	\$15,511.81
3/6/2019	Dog Food	MWDK9	\$179.05	\$15,332.76
6/16/2019	Collar	Zero9	\$44.95	\$15,287.81
6/26/2019	Vet Visit	Rey Animal Hospital	\$571.73	\$14,716.08
6/28/2019	Guard Wings	American Aluminum	\$223.00	\$14,493.08
6/25/2019	Collar with Handle	K-9 Tactical Gear	\$76.28	\$14,416.80
7/2/2019	Vet Visit	Rey Animal Hospital	\$82.00	\$14,334.80
7/5/2019	Packtrack (Canine Development)	Canine Development	\$100.00	\$14,234.80
8/12/2019	Boarding/Wellness	MWDK9	\$300.00	\$1,393.48
8/12/2019	K-9 Food	MWDK9	\$67.69	\$13,867.11
7/31/2019	Boarding/Wellness	MWDK9	\$350.00	\$13,517.11
7/31/2019	K-9 Food	MWDK9	\$135.98	\$13,381.13
8/16/2019	Harbor Freight (waterproof utility)	Harbor Freight	\$79.98	\$13,301.15
8/16/2019	Narcotics Training Glass Jars	RayAllen	\$38.98	\$13,262.17
8/16/2019	Vet Care-Raider	Rey Animal Hospital	\$563.24	\$12,698.93
9/5/2019	Purchase of 3rd K-9	MWDK9	\$12,000.00	\$698.93
9/5/2019	Dog Food	MWDK9	\$145.50	\$553.43
9/4/2019	Vet Care-Raider	Rey Animal Hospital	\$88.36	\$465.07
9/4/2019	Narcotic Bags	RayAllen	\$120.97	\$344.10
8/22/2019	Reflective Panel	K-9 Tactical Gear	\$32.53	\$311.57
9/19/2019	Remote Collar	Zero9	\$58.66	\$252.91
11/16/2019	Misc items rope, stash box, tugs	RayAllen	\$14.96	\$237.95
Total			\$18,396.13	

Attachment: 2019 K9 Expense Spreadsheet (Appropriation of Donated Funds)

Notes

Invoice is for 114.96, 100.00 was paid on 1082

Mayor's Office

Joe Begeny
7232 E. Main Street
Reynoldsburg OHIO 43068
6143226867 Phone

ORDINANCE REQUEST

DATE: **January 27, 2020**

TO:

RE: 2020 Final Budget Appropriation

Approval:

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

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

**AN ORDINANCE TO MAKE FINAL APPROPRIATIONS FOR EXPENSES AND
OTHER EXPENDITURES OF THE CITY OF REYNOLDSBURG, STATE OF
OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2020, AND
DECLARING AN EMERGENCY**

WHEREAS, appropriations are required effective January 1, 2020 to provide for the expenses and other expenditures associated with the operation of the City of Reynoldsburg for the fiscal year ending December 31, 2020.

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

SECTION 1. That appropriations are hereby made in the General Fund (110):

Mayor's Office

Joe Begeny

7232 E. Main Street

Reynoldsburg OHIO 43068

6143226867 Phone

Department	#	Personal	Supplies	Services	Debt	Other	Capital	2020
		Services					Purchases	Budget
		(5100)	(5200)	(5300)	(5400)	(5500)	(5600)	Request
TRANSFERS	110	0	0	0			0	0
POLICE	111	11,097,816	345,500	756,441			265,700	12,465,457
MECHANIC	290	176,351	131,800	46,950				355,101
PARKS & RECR.	340	1,109,901	246,424	502,275			58,484	1,917,084
SENIOR CENTER	343	181,590	13,600	42,550			15,000	252,740
COMMUNITY EVENTS	344	105,687	17,109	198,365				321,161
SERVICE	448	716,443	24,200	556,650			0	1,297,293
BUILDING	479	484,549	10,500	82,000			0	577,049
MAYOR	522	212,059	1,000	40,800				253,859
CIVIL SERVICE	534	66,408	3,000	36,000			0	105,408
CITY AUDITOR	545	386,552	5,500	101,490				493,542
CITY ATTORNEY	554	568,000	5,900	93,013				666,913
CITY COUNCIL	571	196,029	2,000	55,850				253,879
DEVELOPMENT	580	315,515	3,250	148,000			0	466,765
HUMAN RE.	582	117,489	17,875	36,550			0	171,914
COMPUTER	584		13,000	432,420			104,750	550,170
CLERK OF COURTS	593	366,761	4,500	97,190				468,451
GENERAL ADMIN.	595	270,150	3,500	718,250			55,000	1,046,900
PUBLIC HEALTH	810			333,255				333,255
GENERAL FUND		16,371,300	848,658	4,278,049	0	0	498,934	21,996,941

SECTION 2. That the appropriations are hereby made in the following funds:

Mayor's Office

Joe Begeny

7232 E. Main Street

Reynoldsburg OHIO 43068

6143226867 Phone

Fund	#	Personal Services (5100)	Supplies (5200)	Services (5300)	Debt (5400)	Other (5500)	Capital Purchases (5600)	2020 Budget Request
INCOME TAX	220	84,375	700	91,900		2,410,000		2,586,975
COURT COMPUTER	211		15,000	40,500			15,000	70,500
STREET	260	715,384	293,500	148,830			310,000	1,467,714
STATE HIGHWAY	270		70,000	24,000				94,000
COPS IN SCHOOL	282							0
LAW ENFORCEMENT	290							0
DRUG ENFORCEMENT	291							0
SAFETY BELT PROG	292							0
DUVEDUCTION	293							0
FEDERAL FORFEITURE	294							0
LAW ENFORC/ASST	295							0
EDWARD BYRNE	297							0
WATER	710	479,400	173,000	5,529,175	369,582		613,499	7,164,656
WASTEWATER	720	538,635	110,500	5,414,634	39,944		613,499	6,717,212
STORM WATER	740	340,265	52,000	1,028,090	122,967		163,000	1,706,322
REFUSE COLL.	750		2,000	2,536,000				2,538,000
PERMISSIVE LIC.	230							0
POLICE PENSION	240	150,000				3,500		153,500
SEWER CAPACITY	250			250	64,177			64,427
GENERAL DEBT	310				3,055,518			3,055,518
S. A. DEBT	320							0
TAYLOR SQ. DEBT	330				571,829			571,829
EMPLOYEE FUND	690							0
JEDD2	942			750				750
JEDD3	943			5,000				5,000
Taylor Sq Tif	970			25,000				25,000
BRICE-MAIN DEBT	971			4,000	80,525			84,525
KROGER TIF DEBT	972							0
SUMMIT RD TIF #1	973			2,000				2,000
TAYLOR RD TIF #1	974			500				500
TAYLOR RD TIF #2	975			100				100
TOTALS		2,308,059	716,700	14,850,729	4,304,542	2,413,500	1,714,998	26,308,528

SECTION 3. That the income tax revenues shall be appropriated and disbursed pursuant to Ordinance No. 68-17 adopted by Reynoldsburg City Council on July 10, 2017.

SECTION 4. That the unencumbered balances as of December 31, 2019 shall be and are hereby appropriated in the Fiduciary Funds, the Capital Improvement Project Funds, and revenues credited to the Fiduciary Funds shall be appropriated upon receipt to the proper associated accounts. That the 2019 capital project encumbrances funded by OPWC are hereby reappropriated. The ending balance in the Water and Wastewater CIP revenue accounts for the prior year shall be appropriated in the general project account for the specific funds to be used later for approved projects.

SECTION 5. That the amounts of public contributions and reimbursements to the City shall be

Mayor's Office**Joe Begeny****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226867 Phone**

appropriated upon receipt to the proper associated accounts.

SECTION 6. That the amount of \$571,829 shall be and is hereby appropriated in Taylor Square School TIEF Fund (970) and transferred to the Taylor Square TIEF Debt Retirement Fund (330).

SECTION 7. That the amount of \$1,150,000 shall be and is hereby appropriated in the Taylor Square School TIEF Fund (970) to comply with the TIF agreement.

SECTION 8. That the amount of \$175,000 shall be and is hereby appropriated in the Brice-Main TIF Fund (971) to comply with the TIF agreement.

SECTION 9. That the City auditor is hereby authorized to draw warrants on the appropriate funds, for payments from any of the foregoing appropriations, upon receiving proper certificates and vouchers therefore, approved by the officers authorized by law to approve same, or an ordinance of Council to make the expenditures; provided that no warrants shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with law or ordinance.

SECTION 10. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City and further that the final appropriations for operation of the City beginning January 1, 2020, must be adopted by City council prior to April 1, 2020. Wherefore, upon adoption by Council, this Ordinance shall be in effect upon the signature of the Mayor.

Clerk of Council**Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 Phone****ORDINANCE REQUEST****DATE: January 27, 2020****TO:****RE: Approval of a CAUV District Application from Margaret & Richard Harvey for Property on Summit Road**

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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The City has to approve, as part of the overall placement of a property into an agricultural district, the application submitted by the property owner. Margaret and Richard Harvey have applied to continue their CAUV district for 80 acres they own on Summit Road. This application is a renewal of an existing application. Applications must be renewed every 5 years.

For property tax purposes, farmland devoted exclusively to commercial agriculture may be valued according to its current use rather than at its "highest and best" potential use. This provision of Ohio law is known as the Current Agricultural Use Value (CAUV) program. By permitting values to be set well below true market value, the CAUV normally results in a substantially lower tax bill for working farmers.

AN ORDINANCE TO APPROVE THE APPLICATION MADE BY MARGARET AND RICHARD HARVEY TO HAVE CERTAIN LAND LOCATED WITHIN THE CITY OF REYNOLDSBURG LOCATED ON SUMMIT ROAD, PERMANENT PARCEL NO. 107-017808-00.000, DESIGNATED FOR PLACEMENT IN AN AGRICULTURAL DISTRICT

WHEREAS, Margaret and Richard Harvey, 12506 Palmer Road SW, have made an application for placement of approximately eighty (80) acres of farm land located on Summit Road,

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

permanent parcel no. 107-017808-00.000, into an Agricultural District in accordance with Ohio Revised Code Section 929.02; and

WHEREAS, the location of the property is within the limits of the City of Reynoldsburg; and

WHEREAS, Margaret and Richard Harvey have filed the application in accordance with the provisions of Ohio Revised Code Section 929.02; and

WHEREAS, the City has complied with all of the notice and public hearing requirements of Ohio Revised Code Section 929.02.

NOW, THEREFORE, be it resolved by the Council of the City of Reynoldsburg, Ohio, that:

Section 1. The application from Margaret and Richard Harvey for placement eighty (80) acres of farm land located on Summit Road, permanent parcel no. 107-017808-00.000, into an Agriculture District is hereby approved in accordance with the provisions of Ohio Revised Code Section 929.02.

Section 2. The placement of the land into an Agricultural District shall be for a period of five (5) years in accordance with Ohio Revised Code Section 929.02.

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



Michael L. Smith
Licking County Auditor

Administration Building • 20 South Second Street • Newark, Ohio 43055 • 740-670-5040 • www.lcounty.com

Brad Cottrell
Chief Deputy
740-670-5065

Martha J. Snavely
Chief Deputy
740-670-5039

Homestead
740-670-5035

CAUV
740-670-5050

Accounting
740-670-5053

Payroll
740-670-5039

Board of Revision
740-670-5057

Licenses
740-670-5059

Real Estate
740-670-5067

GIS/Mapping
740-670-5068

**Weights
& Measures**
740-328-7735

Pataskala Office
740-964-6870

January 2, 2020

Dear Clerk of Council,

We are in the process of accepting and reviewing 2020 Applications for Placement of Land in an Agricultural District. Enclosed you will find an application for property that is located within your municipality. The Ohio Revised Code requires that this application be considered by the governing body of the municipality. After you have made your decision, please complete the bottom portion of the application and return it to the Licking County Auditor's Office at 20 South 2nd Street, Newark, OH 43055 to the attention of Kim Cortright.

If you have any questions or concerns, please feel free to contact the CAUV department at (740) 670-5050.

Respectfully,

Kim Cortright
Kim Cortright

Director, CAUV and Ag District Programs
740-670-5050

Kcortright@lickingcounty.com

APPLICATION FOR PLACEMENT OF FARMLAND
IN AN AGRICULTURAL DISTRICT

R.C. Section 929.02

(SEE REVERSE SIDE FOR INSTRUCTIONS BEFORE COMPLETING APPLICATION)

New Application
Renewal Application

A. Owner's Name: HARVEY MARGARET J TRUSTEE & HARVEY RICHARD F TRUSTEE ETAL
Owner's Address: 12506 PALMER RD SW REYNOLDSBURG OH 43068
Description of land as shown on property tax statement:
Location of Property Street or Road Licking County

TAX DISTRICT(S) PARCEL NUMBER(S) # OF ACRES
ETNA -REY -C-SW LICK LSD-WLJFD 107-017808-00.000 80.0000
TOTAL # OF ACRES: 80.0000

- B. Does any of the land lie within a municipal corporation limit? Yes No
If YES, REMEMBER a copy of this application must be submitted to the Clerk of the municipal legislative body.
- C. Is the land presently being taxed at its current agricultural use valuation under Section 5713.31 of the Ohio Revised Code?
Yes No If "NO" show the following evidence of land use:

	Last Year # of Acres	2 Years Ago # of Acres	3 Years Ago # of Acres
Cropland	70.5	70.5	70.5
Permanent Pasture used for animal husbandry			
Woodland devoted to commercial timber & nursery stock	80+-	80+-	80+-
Land Retirement Program pursuant to an agreement with a federal agency			
Conservation Program pursuant to an agreement with a federal agency			
Building Areas devoted to agricultural production			
Roads, building areas, and all other non agricultural areas	1.5+-	1.5+-	1.5+-
Total Acres	80.0	80.0	80.0

- D. Does the land for which the application is being made total 10 acres or more devoted exclusively to agricultural production or devoted to and qualified for payments or other compensation under a land retirement or conservation program under an agreement with an agency of the federal government: Yes No

If "NO", complete the following:

1. Attach evidence of the gross income for each of the past three (3) years, or
2. If the owner anticipates that the land will produce an annual gross income of twenty-five hundred Dollars or more, evidence must be attached showing the anticipated gross income.

By signing this application I authorize the county auditor or his duly appointed agent to inspect the property described above to verify the accuracy of this application. I declare this application (including accompanying exhibits) has been examined by me and to the best of my knowledge and belief is a true, accurate and correct report.

Signature of Owner: Harvey A. Harvey Date: 1-6-2020

BELOW THIS LINE FOR OFFICIAL USE ONLY

Date filed with County Auditor:
County Auditor's Signature:
Date Filed (if required) with Clerk of Municipal Corporation:
Clerk's Signature:

Action of legislative body of Municipal Corporation

Application Approved, Approved with Modifications, Rejected

Date of Legislative Action, Clerk's Signature

*if modified or rejected, attach reason for modification or rejection

Development Department

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

ORDINANCE REQUEST

DATE: **January 27, 2020**

TO:

RE: **Consent Legislation for ODOT for US 40 Paving Project in Licking County**

Approval:

Completed Joe Begeny	Skipped Chris Shook	Skipped Stephen Cicak
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This legislation is necessary to comply with ODOT for the 2020 repaving project of US Route 40 in Licking County within the Reynoldsburg city limits.

**AN ORDINANCE BY THE CITY OF REYNOLDSBURG CONSENTING TO THE
REHABILITATION OF US ROUTE 40 (NATIONAL ROAD) BY THE OHIO
DEPARTMENT OF TRANSPORTATION (ODOT) WITHIN THE CITY LIMITS OF
REYNOLDSBURG IN LICKING COUNTY**

WHEREAS, the City of Reynoldsburg in Licking County, Ohio, hereinafter referred to as the Local Public Agency (LPA), in the matter of the stated described project; and

WHEREAS, the Ohio Department of Transportation (ODOT) has identified the need to rehabilitate of SFN 4502019 on US Route 40 (National Road) with the City of Reynoldsburg in Licking County. This work will be performed as part of PID 96320, Lic-US 40-00.14/02.65/06.80; and

WHEREAS, said portion of described project is within the Reynoldsburg City Council area of responsibility.

Development Department

Andrew Bowsher

7232 E. Main Street

Reynoldsburg OHIO 43068

614-322-6831 Phone

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF REYNOLDSBURG, OHIO, that:

Section 1. Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project.

Section 2. The LPA shall cooperate with the Director of Transportation in the described project.

Section 3. ODOT shall assume and bear one hundred percent (100%) of the necessary costs State's highway improvement project. In the event that the LPA requests certain features or appurtenances be included within the State's highway improvement project's design and construction, and which features and appurtenances are determined by the State and FHWA to not be necessary for the State's project, the LPA shall contribute one hundred percent (100%) of the cost of those items.

Section 4. The LPA agrees that all rights-of-way required (if applicable) for the described Project will be acquired and/or made available in accordance with current state and federal regulations. The LPA also understands that right-of-way costs include eligible utility costs. The LPA agrees that all utility accommodation, relocations, and reimbursements will comply with the current provisions of 23 CFR 65 and the ODOT Utilities Manual.

Section 5. Upon completion of the Project, and unless otherwise agreed, the LPA shall provide adequate maintenance for the Project in accordance with all applicable state and federal law including, but not limited to, Title 23 USC Section 116, provide ample financial provisions, as necessary, for the maintenance of the Project, shall maintain the right-of-way keeping it free of obstructions, and hold said right-of-way inviolate for public highway purposes.

Section 6. That upon adoption by Council, this ordinance shall be in effect thirty days following the signature of the Mayor.

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

DATE: January 27, 2020**TO: Public Safety, Law and Courts Committee****RE: Phase 3 Animals & Fowl Cruelty to Animals**

Approval:

Joe Begeny	Chris Shook	Stephen Cicak
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This legislation is the third phase of the update to the Animals & Fowl, Chapter 505, in the City of Reynoldsburg Code of Ordinances. This legislation addresses language regarding cruelty to animals.

AN ORDINANCE TO AMEND CHAPTER 505 ANIMALS AND FOWL, SECTION 505.11 KILLING OR INJURING ANIMALS AND REPEAL SECTIONS 505.13 POISONING ANIMALS AND 505.15 CRUELTY TO ANIMALS OF THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO

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

SECTION 1. That Chapter 505 ANIMALS AND FOWL, Section 505.11 Killing or Injuring Animals be amended in the Code of Ordinances for the City of Reynoldsburg be and is hereby attached as Exhibit A.

SECTION 2. That Chapter 505 ANIMALS AND FOWL, Sections 505.13 Poisoning Animals and 505.15 Cruelty to Animals are hereby repealed as attached as Exhibit A.

SECTION 3. That upon adoption by Council, this ordinance shall be in effect thirty days

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

following the signature by the Mayor.

PHASE 3 – AMENDMENTS TO ANIMALS & FOWL ORDINANCE

505.11 KILLING, INJURING, POISONING OR CRUELTY TO ANIMALS.

(a) No person shall maliciously, or willfully ~~and without the consent of the owner,~~ kill or injure a dog, cat, or any other domestic~~ated~~ animal, **unless such act is to protect the public or themselves from serious injury.** ~~that is the property of another. This section does not apply to a licensed veterinarian acting in an official capacity, a police officer, game warden, park ranger, or animal control officer protecting the public or themselves from serious injury from a dangerous animal.~~

~~(ORC 959.02)~~

~~—(b) Whoever violates this section is guilty of a misdemeanor of the second first degree. If the value of the animal killed or the injury done amounts to three hundred dollars (\$300.00) or more, whoever violates division (a) of this section is guilty of a misdemeanor of the first degree.~~

~~(b)~~ No person shall maliciously, or willfully ~~and without the consent of the owner,~~ administer poison, to a dog, cat, or any other domestic animal that is the property of another; and no person shall, willfully ~~and without the consent of the owner,~~ place any poisoned food where it may be easily found and eaten by any such animal, either upon his or her own lands or the lands of another. This section does not apply to a licensed veterinarian, game warden, park ranger, or animal control officer in the performance of their official duties.

~~—(d) Whoever violates section 505.11(c) is guilty of a misdemeanor of the second degree.~~

~~(c)~~ No person shall:

(1) Torture an animal, deprive one of necessary sustenance, unnecessarily or cruelly beat, needlessly mutilate or kill, or impound or confine an animal without supplying it during the confinement with a sufficient quantity of good wholesome food and water;

(2) Commit an act of cruelty against an animal.

(3) Impound or confine an animal without affording it, during the confinement, access to shelter from wind, rain, snow, heat, cold or excessive direct sunlight, if it can reasonably be expected that the animal would otherwise become sick or in some other way suffer. For the purpose of this section, “shelter” means an artificially made enclosure, windbreak;

(4) Carry or convey an animal in a cruel or inhumane manner;

~~(d) Whoever violates subsection (a) or (c) of this section is guilty of a misdemeanor of the first degree. Whoever violates subsection (b) of this section is guilty of a misdemeanor of the second degree.~~

~~(e) As used in this section, "cruelty," torment," and "torture" shall have the same meanings as in Ohio Revised Code Section 1717.01.~~

~~(f) This section does not apply to the lawful practice of veterinary medicine by a person who has been issued a license, temporary permit, or registration certificate to do so under Ohio Revised Code Section 4741.~~

~~(d) Whoever violates section 505.11(e) is guilty of a misdemeanor of the first degree.~~

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~~(ORC 959.99(B))~~ (Ord. 76-96. Passed 6-10-96; Ord. 72-03. Passed 9-8-03.)

~~(ORC 959.03)~~

~~(ORC 959.99(E))~~

~~505.13 POISONING ANIMALS.~~

~~(a) No person shall maliciously, or willfully and without the consent of the owner, administer poison, to a dog, cat, or any other domestic animal that is the property of another; and no person shall, willfully and without the consent of the owner, place any poisoned food where it may be easily found and eaten by any such animal, either upon his or her own lands or the lands of another. This section does not apply to a licensed veterinarian, game warden, park ranger, or animal control officer in the performance of their official duties.~~

~~(ORC 959.03)~~

~~—(b) Whoever violates this section is guilty of a misdemeanor of the second degree.~~

~~(ORC 959.99(C))~~ (Ord. 76-96. Passed 6-10-96; Ord. 72-03. Passed 9-8-03.)

~~505.15 CRUELTY TO ANIMALS; CRUELTY TO COMPANION ANIMALS.~~

~~—(a) No person shall:~~

~~—(1) Torture an animal, deprive one of necessary sustenance, unnecessarily or cruelly beat, needlessly mutilate or kill, or impound or confine an animal without supplying it during the confinement with a sufficient quantity of good wholesome food and water;~~

~~—(2) Commit an act of cruelty against an animal.~~

~~—(2) (3) Impound or confine an animal without affording it, during the confinement, access to shelter from wind, rain, snow, heat, cold or excessive direct sunlight, if it can reasonably be expected that the animal would otherwise become sick or in some other way suffer. This division does not apply to animals impounded or confined prior to slaughter. For the purpose of this section, “shelter” means an manmade enclosure, windbreak;~~

~~—(3) (4) Carry or convey an animal in a cruel or inhumane manner;~~

~~—(4) Keep animals other than cattle, poultry or fowl, swine, sheep, or goats in an enclosure without wholesome exercise and change of air, nor feed cows on food that produces impure or unwholesome milk;~~

~~—(5) Detain livestock in railroad cars or compartments longer than 28 hours after they are so placed without supplying them with necessary food, water, and attention, nor permit the stock to be so crowded as to overlie, crush, wound, or kill each other.~~

~~—(b) Upon the written request of the owner or person in custody of any particular shipment of livestock, which written request shall be separate and apart from any printed bill of lading or other railroad form, the length of time in which the livestock may be detained in any cars or compartment without food, water, and attention may be extended to 36 hours without penalty therefor. This section does not prevent the dehorning of cattle.~~

~~—(c) All fines collected for violations of division (a) of this section shall be paid to the society or association for the prevention of cruelty to animals, if there is one in the municipality; otherwise, all fines shall be paid to the general fund.~~

~~(a) Whoever violates this section is guilty of a misdemeanor of the first degree.~~

~~(ORC 959.13) (Ord. 76-96. Passed 6-10-96; Ord. 72-03. Passed 9-8-03.)~~

~~—(d) Cruelty to companion animals.~~

~~—(1) As used in this section:~~

~~—A. “Boarding kennel” has the same meaning as in Ohio R.C. 956.01.~~

~~—B. “Captive white-tailed deer” has the same meaning as in Ohio R.C. 1531.01.~~

~~— C. “Companion animal” means any animal that is kept inside a residential dwelling and any dog or cat regardless of where it is kept, including a pet store as defined in Ohio R.C. 956.01. “Companion animal” does not include livestock or any wild animal.~~

~~— D. “Cruelty,” “torment,” and “torture” have the same meanings as in Ohio R.C. 1717.01.~~

~~— E. “Dog kennel” means an animal rescue for dogs that is registered under Ohio R.C. 956.06, a boarding kennel, or a training kennel.~~

~~— F. “Federal Animal Welfare Act” means the “Laboratory Animal Act of 1966,” Pub. L. No. 89-544, 80 Stat. 350 (1966), 7 U.S.C. 2131 et seq., as amended by the “Animal Welfare Act of 1970,” Pub. L. No. 91-579, 84 Stat. 1560 (1970), the “Animal Welfare Act Amendments of 1976,” Pub. L. No. 94-279, 90 Stat. 417 (1976), and the “Food Security Act of 1985,” Pub. L. No. 99-198, 99 Stat. 1354 (1985), and as it may be subsequently amended.~~

~~— G. “Livestock.” Means horses, mules, and other equidae; cattle, sheep, goats, and other bovidae; swine and other suidae; poultry; alpacas; llamas; captive white tailed deer; and any other animal that is raised or maintained domestically for food or fiber.~~

~~— H. “Practice of veterinary medicine” has the same meaning as in Ohio R.C. 4741.01.~~

~~— I. “Residential dwelling” means a structure or shelter or the portion of a structure or shelter that is used by one or more humans for the purpose of a habitation.~~

~~— J. “Serious physical harm.” Means any of the following:~~

~~—— 1. Physical harm that carries an unnecessary or unjustifiable substantial risk of death;~~

~~—— 2. Physical harm that involves either partial or total permanent incapacity;~~

~~—— 3. Physical harm that involves acute pain of a duration that results in substantial suffering or that involves any degree of prolonged or intractable pain;~~

~~—— 4. Physical harm that results from a person who confines or who is the custodian or caretaker of a companion animal depriving the companion animal of good, wholesome food and water that proximately causes the death of the companion animal.~~

~~— K. “Training kennel” means an establishment operating for profit that keeps, houses, and maintains dogs for the purpose of training the dogs in return for a fee or other consideration.~~

~~— L. “Wild animal” has the same meaning as in Ohio R.C. 1531.01.~~

~~—(2) No person shall knowingly torture, torment, needlessly mutilate or maim, cruelly beat, poison, needlessly kill, or commit an act of cruelty against a companion animal.~~

~~—(3) No person shall knowingly cause serious physical harm to a companion animal.~~

~~—(4) No person who confines or who is the custodian or caretaker of a companion animal shall negligently do any of the following:~~

~~—— A. Torture, torment, or commit an act of cruelty against the companion animal;~~

~~—— B. Deprive the companion animal of necessary sustenance or confine the companion animal without supplying it during the confinement with sufficient quantities of good, wholesome food and water if it can reasonably be expected that the companion animal would become sick or suffer in any other way as a result of or due to the deprivation or confinement;~~

~~—— C. Impound or confine the companion animal without affording it, during the impoundment or confinement, with access to shelter from heat, cold, wind, rain, snow, or excessive direct sunlight if it can reasonably be expected that the companion animal would become sick or suffer in any other way as a result of or due to the lack of adequate shelter.~~

~~—(5) No owner, manager, or employee of a dog kennel who confines or is the custodian or caretaker of a companion animal shall knowingly do any of the following:~~

~~A. Torture, torment, needlessly mutilate or maim, cruelly beat, poison, needlessly kill, or commit an act of cruelty against the companion animal;~~

~~—— B. Deprive the companion animal of necessary sustenance or confine the companion animal without supplying it during the confinement with sufficient quantities of good, wholesome food and water if it is reasonably expected that the companion animal would die or experience unnecessary or unjustifiable pain or suffering as a result of the deprivation or confinement;~~

~~—— C. Impound or confine the companion animal without affording it, during the impoundment or confinement, with access to shelter from heat, cold, wind, rain, snow, or excessive direct sunlight if it is reasonably expected that the companion animal would die or experience unnecessary or unjustifiable pain or suffering as a result of or due to the lack of adequate shelter.~~

~~—(6) No owner, manager, or employee of a dog kennel who confines or is the custodian or caretaker of a companion animal shall negligently do any of the following:~~

~~—— A. Torture, torment, or commit an act of cruelty against the companion animal;~~

~~— B. Deprive the companion animal of necessary sustenance or confine the companion animal without supplying it during the confinement with sufficient quantities of good, wholesome food and water if it can reasonably be expected that the companion animal would become sick or suffer in any other way as a result of or due to the deprivation or confinement;~~

~~— C. Impound or confine the companion animal without affording it, during the impoundment or confinement, with access to shelter from heat, cold, wind, rain, snow, or excessive direct sunlight if it can reasonably be expected that the companion animal would become sick or suffer in any other way as a result of or due to the lack of adequate shelter.~~

~~— (7) Divisions (d)(2), (d)(3), (d)(4), (d)(5), and (d)(6) of this section do not apply to any of the following:~~

~~— A. A companion animal used in scientific research conducted by an institution in accordance with the federal animal welfare act and related regulations;~~

~~— B. The lawful practice of veterinary medicine by a person who has been issued a license, temporary permit, or registration certificate to do so under Ohio R.C. Chapter 4741;~~

~~— C. Dogs being used or intended for use for hunting or field trial purposes, provided that the dogs are being treated in accordance with usual and commonly accepted practices for the care of hunting dogs;~~

~~— D. The use of common training devices, if the companion animal is being treated in accordance with usual and commonly accepted practices for the training of animals;~~

~~— E. The administering of medicine to a companion animal that was properly prescribed by a person who has been issued a license, temporary permit, or registration certificate under Ohio R.C. Chapter 4741.~~

~~— (8) Notwithstanding any section of the Ohio Revised Code that otherwise provides for the distribution of fine moneys, the Clerk of Court shall forward all fines the Clerk collects that are so imposed for any violation of this division (d) to the Treasurer of the municipality, whose county humane society or law enforcement agency is to be paid the fine money as determined under this division. The Treasurer shall pay the fine moneys to the county humane society or the county, township, municipal corporation, or state law enforcement agency in this state that primarily was responsible for or involved in the investigation and prosecution of the violation. If a county humane society receives any fine moneys under this division, the county humane society shall use the fine moneys either to provide the training that is required for humane agents under Ohio R.C. 1717.06 or to provide additional training for humane agents.~~

(ORC 959.131)

~~(e) Whoever violates division (a) of this section is guilty of a misdemeanor of the second degree. In addition, the court may order the offender to forfeit the animal or livestock and may provide for its disposition including, but not limited to, the sale of the animal or livestock. If an animal or livestock is forfeited and sold pursuant to this division, the proceeds from the sale first shall be applied to pay the expenses incurred with regard to the care of the animal from the time it was taken from the custody of the former owner. The balance of the proceeds from the sale, if any, shall be paid to the former owner of the animal.~~

~~(ORC 959.99(D)) (Ord. 76-96. Passed 6-10-96.)~~

~~—(f) (1) Whoever violates division (d)(2) of this section is guilty of a misdemeanor of the first degree on a first offense and a felony to be prosecuted under appropriate State law on each subsequent offense.~~

~~—(2) Whoever violates division (d)(3) of this section is guilty of a felony to be prosecuted under appropriate state law.~~

~~—(3) Whoever violates division (d)(4) of this section is guilty of a misdemeanor of the second degree on a first offense and a misdemeanor of the first degree on each subsequent offense.~~

~~—(4) Whoever violates division (d)(5) of this section is guilty of a felony to be prosecuted under appropriate state law.~~

~~(5) Whoever violates division (d)(6) of this section is guilty of a misdemeanor of the first degree.~~

~~—(6) A. A court may order a person who is convicted of or pleads guilty to a violation of division (d) of this section to forfeit to an impounding agency, as defined in Ohio R.C. 959.132, any or all of the companion animals in that person's ownership or care. The court also may prohibit or place limitations on the person's ability to own or care for any companion animals for a specified or indefinite period of time.~~

~~—B. A court may order a person who is convicted of or pleads guilty to a violation of division (d) of this section to reimburse an impounding agency for the reasonably necessary costs incurred by the agency for the care of a companion animal that the agency impounded as a result of the investigation or prosecution of the violation, provided that the costs were not otherwise paid under Ohio R.C. 959.132.~~

~~—(7) If a court has reason to believe that a person who is convicted of or pleads guilty to a violation of division (d) of this section suffers from a mental or emotional disorder that contributed to the violation, the court may impose as a community control sanction or as a condition of probation a requirement that the offender undergo psychological evaluation or counseling. The court shall order the offender to pay the costs of the evaluation or counseling.~~

~~(ORC 959.99(E))~~

PHASE 3 – AMENDMENTS TO ANIMALS & FOWL ORDINANCE

505.11 KILLING, INJURING, POISONING OR CRUELTY TO ANIMALS.

(a) No person shall maliciously or willfully kill or injure a dog, cat, or any other domesticated animal, unless such act is to protect the public or themselves from serious injury.

(b) No person shall maliciously or willfully administer poison to a dog, cat, or any other domestic animal that is the property of another; and no person shall, willfully, place any poisoned food where it may be easily found and eaten by any such animal, either upon his or her own lands or the lands of another.

(c) No person shall:

(1) Torture an animal, deprive one of necessary sustenance, unnecessarily or cruelly beat, needlessly mutilate or kill, or impound or confine an animal without supplying it during the confinement with a sufficient quantity of good wholesome food and water;

(2) Commit an act of cruelty against an animal.

(3) Impound or confine an animal without affording it, during the confinement, access to shelter from wind, rain, snow, heat, cold or excessive direct sunlight, if it can reasonably be expected that the animal would otherwise become sick or in some other way suffer. For the purpose of this section, “shelter” means an artificially made enclosure, windbreak;

(4) Carry or convey an animal in a cruel or inhumane manner;

(d) Whoever violates subsection (a) or (c) of this section is guilty of a misdemeanor of the first degree. Whoever violates subsection (b) of this section is guilty of a misdemeanor of the second degree.

(e) As used in this section, “cruelty,” torment,” and “torture” shall have the same meaning as in Ohio Revised Code Section 1717.01.

(f) This section does not apply to the lawful practice of veterinary medicine by a person who has been issued a license, temporary permit, or registration certificate to do so under Ohio Revised Code Section 4741.

(Ord. 76-96. Passed 6-10-96; Ord. 72-03. Passed 9-8-03.)

PHASE 3 – AMENDMENTS TO ANIMALS & FOWL ORDINANCE

505.11 KILLING, INJURING, POISONING OR CRUELTY TO ANIMALS.

(a) No person shall maliciously, or willfully ~~and without the consent of the owner,~~ kill or injure a dog, cat, or any other domestic animal. ~~that is the property of another.~~ This section does not apply to a licensed veterinarian acting in an official capacity, a police officer, **game warden, park ranger,** or animal control officer protecting the public or themselves from serious injury from a dangerous animal.

(ORC 959.02)

(b) Whoever violates this section is guilty of a misdemeanor of the ~~second~~ **first** degree. ~~If the value of the animal killed or the injury done amounts to three hundred dollars (\$300.00) or more, whoever violates division (a) of this section is guilty of a misdemeanor of the first degree.~~

(c) No person shall maliciously, or willfully and without the consent of the owner, administer poison, to a dog, cat, or any other domestic animal that is the property of another; and no person shall, willfully and without the consent of the owner, place any poisoned food where it may be easily found and eaten by any such animal, either upon his or her own lands or the lands of another. This section does not apply to a licensed veterinarian, game warden, park ranger, or animal control officer in the performance of their official duties.

(d) Whoever violates section 505.11(c) is guilty of a misdemeanor of the second degree.

(e) No person shall:

(1) Torture an animal, deprive one of necessary sustenance, unnecessarily or cruelly beat, needlessly mutilate or kill, or impound or confine an animal without supplying it during the confinement with a sufficient quantity of good wholesome food and water;

(2) Commit an act of cruelty against an animal.

(3) Impound or confine an animal without affording it, during the confinement, access to shelter from wind, rain, snow, heat, cold or excessive direct sunlight, if it can reasonably be expected that the animal would otherwise become sick or in some other way suffer. For the purpose of this section, “shelter” means an artificially made enclosure, windbreak;

(4) Carry or convey an animal in a cruel or inhumane manner;

(f) Whoever violates section 505.11(e) is guilty of a misdemeanor of the first degree.

(ORC 959.99(B)) (Ord. 76-96. Passed 6-10-96; Ord. 72-03. Passed 9-8-03.)

(ORC 959.03)

(ORC 959.99(E))

505.13 POISONING ANIMALS.

~~(a) No person shall maliciously, or willfully and without the consent of the owner, administer poison, to a dog, cat, or any other domestic animal that is the property of another; and no person shall, willfully and without the consent of the owner, place any poisoned food where it may be easily found and eaten by any such animal, either upon his or her own lands or the lands of another. This section does not apply to a licensed veterinarian, game warden, park ranger, or animal control officer in the performance of their official duties.~~

~~(ORC 959.03)~~

~~—(b) Whoever violates this section is guilty of a misdemeanor of the second degree.~~

~~(ORC 959.99(C)) (Ord. 76-96. Passed 6-10-96; Ord. 72-03. Passed 9-8-03.)~~

505.15 CRUELTY TO ANIMALS; CRUELTY TO COMPANION ANIMALS.

~~—(a) No person shall:~~

~~—(1) Torture an animal, deprive one of necessary sustenance, unnecessarily or cruelly beat, needlessly mutilate or kill, or impound or confine an animal without supplying it during the confinement with a sufficient quantity of good wholesome food and water;~~

~~—(2) Commit an act of cruelty against an animal.~~

~~—(2) (3) Impound or confine an animal without affording it, during the confinement, access to shelter from wind, rain, snow, heat, cold or excessive direct sunlight, if it can reasonably be expected that the animal would otherwise become sick or in some other way suffer. This division does not apply to animals impounded or confined prior to slaughter. For the purpose of this section, “shelter” means an manmade enclosure, windbreak;~~

~~—(3) (4) Carry or convey an animal in a cruel or inhumane manner;~~

~~—(4) Keep animals other than cattle, poultry or fowl, swine, sheep, or goats in an enclosure without wholesome exercise and change of air, nor feed cows on food that produces impure or unwholesome milk;~~

~~—(5) Detain livestock in railroad cars or compartments longer than 28 hours after they are so placed without supplying them with necessary food, water, and attention, nor permit the stock to be so crowded as to overlie, crush, wound, or kill each other.~~

~~—(b) Upon the written request of the owner or person in custody of any particular shipment of livestock, which written request shall be separate and apart from any printed bill of lading or other railroad form, the length of time in which the livestock may be detained in any cars or compartment without food, water, and attention may be extended to 36 hours without penalty therefor. This section does not prevent the dehorning of cattle.~~

~~—(c) All fines collected for violations of division (a) of this section shall be paid to the society or association for the prevention of cruelty to animals, if there is one in the municipality; otherwise, all fines shall be paid to the general fund.~~

~~(a) Whoever violates this section is guilty of a misdemeanor of the first degree.~~

~~(ORC 959.13) (Ord. 76-96. Passed 6-10-96; Ord. 72-03. Passed 9-8-03.)~~

~~—(d) Cruelty to companion animals.~~

~~—(1) As used in this section:~~

~~—A. “Boarding kennel” has the same meaning as in Ohio R.C. 956.01.~~

~~—B. “Captive white-tailed deer” has the same meaning as in Ohio R.C. 1531.01.~~

~~—C. “Companion animal” means any animal that is kept inside a residential dwelling and any dog or cat regardless of where it is kept, including a pet store as defined in Ohio R.C. 956.01. “Companion animal” does not include livestock or any wild animal.~~

~~— D. “Cruelty,” “torment,” and “torture” have the same meanings as in Ohio R.C. 1717.01.~~

~~— E. “Dog kennel” means an animal rescue for dogs that is registered under Ohio R.C. 956.06, a boarding kennel, or a training kennel.~~

~~— F. “Federal Animal Welfare Act” means the “Laboratory Animal Act of 1966,” Pub. L. No. 89-544, 80 Stat. 350 (1966), 7 U.S.C. 2131 et seq., as amended by the “Animal Welfare Act of 1970,” Pub. L. No. 91-579, 84 Stat. 1560 (1970), the “Animal Welfare Act Amendments of 1976,” Pub. L. No. 94-279, 90 Stat. 417 (1976), and the “Food Security Act of 1985,” Pub. L. No. 99-198, 99 Stat. 1354 (1985), and as it may be subsequently amended.~~

~~— G. “Livestock.” Means horses, mules, and other equidae; cattle, sheep, goats, and other bovidae; swine and other suidae; poultry; alpacas; llamas; captive white-tailed deer; and any other animal that is raised or maintained domestically for food or fiber.~~

~~— H. “Practice of veterinary medicine” has the same meaning as in Ohio R.C. 4741.01.~~

~~— I. “Residential dwelling” means a structure or shelter or the portion of a structure or shelter that is used by one or more humans for the purpose of a habitation.~~

~~— J. “Serious physical harm.” Means any of the following:~~

~~— 1. Physical harm that carries an unnecessary or unjustifiable substantial risk of death;~~

~~— 2. Physical harm that involves either partial or total permanent incapacity;~~

~~— 3. Physical harm that involves acute pain of a duration that results in substantial suffering or that involves any degree of prolonged or intractable pain;~~

~~— 4. Physical harm that results from a person who confines or who is the custodian or caretaker of a companion animal depriving the companion animal of good, wholesome food and water that proximately causes the death of the companion animal.~~

~~— K. “Training kennel” means an establishment operating for profit that keeps, houses, and maintains dogs for the purpose of training the dogs in return for a fee or other consideration.~~

~~— L. “Wild animal” has the same meaning as in Ohio R.C. 1531.01.~~

~~— (2) No person shall knowingly torture, torment, needlessly mutilate or maim, cruelly beat, poison, needlessly kill, or commit an act of cruelty against a companion animal.~~

~~— (3) No person shall knowingly cause serious physical harm to a companion animal.~~

~~— (4) No person who confines or who is the custodian or caretaker of a companion animal shall negligently do any of the following:~~

~~— A. Torture, torment, or commit an act of cruelty against the companion animal;~~

~~— B. Deprive the companion animal of necessary sustenance or confine the companion animal without supplying it during the confinement with sufficient quantities of good, wholesome food and water if it can reasonably be expected that the companion animal would become sick or suffer in any other way as a result of or due to the deprivation or confinement;~~

~~— C. Impound or confine the companion animal without affording it, during the impoundment or confinement, with access to shelter from heat, cold, wind, rain, snow, or excessive direct sunlight if it can reasonably be expected that the companion animal would become sick or suffer in any other way as a result of or due to the lack of adequate shelter.~~

~~— (5) No owner, manager, or employee of a dog kennel who confines or is the custodian or caretaker of a companion animal shall knowingly do any of the following:~~

~~A. Torture, torment, needlessly mutilate or maim, cruelly beat, poison, needlessly kill, or commit an act of cruelty against the companion animal;~~

~~— B. Deprive the companion animal of necessary sustenance or confine the companion animal without supplying it during the confinement with sufficient quantities of good, wholesome food and water if it is reasonably expected that the companion animal would die or experience unnecessary or unjustifiable pain or suffering as a result of the deprivation or confinement;~~

~~— C. Impound or confine the companion animal without affording it, during the impoundment or confinement, with access to shelter from heat, cold, wind, rain, snow, or excessive direct sunlight if it is reasonably expected that the companion animal would die or experience unnecessary or unjustifiable pain or suffering as a result of or due to the lack of adequate shelter.~~

~~— (6) No owner, manager, or employee of a dog kennel who confines or is the custodian or caretaker of a companion animal shall negligently do any of the following:~~

~~— A. Torture, torment, or commit an act of cruelty against the companion animal;~~

~~— B. Deprive the companion animal of necessary sustenance or confine the companion animal without supplying it during the confinement with sufficient quantities of good, wholesome food and water if it can reasonably be expected that the companion animal would become sick or suffer in any other way as a result of or due to the deprivation or confinement;~~

~~— C. Impound or confine the companion animal without affording it, during the impoundment or confinement, with access to shelter from heat, cold, wind, rain, snow, or excessive direct sunlight if it can reasonably be expected that the companion animal would become sick or suffer in any other way as a result of or due to the lack of adequate shelter.~~

~~— (7) Divisions (d)(2), (d)(3), (d)(4), (d)(5), and (d)(6) of this section do not apply to any of the following:~~

~~— A. A companion animal used in scientific research conducted by an institution in accordance with the federal animal welfare act and related regulations;~~

~~— B. The lawful practice of veterinary medicine by a person who has been issued a license, temporary permit, or registration certificate to do so under Ohio R.C. Chapter 4741;~~

~~— C. Dogs being used or intended for use for hunting or field trial purposes, provided that the dogs are being treated in accordance with usual and commonly accepted practices for the care of hunting dogs;~~

~~— D. The use of common training devices, if the companion animal is being treated in accordance with usual and commonly accepted practices for the training of animals;~~

~~— E. The administering of medicine to a companion animal that was properly prescribed by a person who has been issued a license, temporary permit, or registration certificate under Ohio R.C. Chapter 4741.~~

~~— (8) Notwithstanding any section of the Ohio Revised Code that otherwise provides for the distribution of fine moneys, the Clerk of Court shall forward all fines the Clerk collects that are so imposed for any violation of this division (d) to the Treasurer of the municipality, whose county humane society or law enforcement agency is to be paid the fine money as determined under this division. The Treasurer shall pay the fine moneys to the county humane society or the county, township, municipal corporation, or state law enforcement agency in this state that primarily was responsible for or involved in the investigation and prosecution of the violation. If a county humane society receives any fine moneys under this division, the county humane society shall use the fine moneys either to provide the training that is required for humane agents under Ohio R.C. 1717.06 or to provide additional training for humane agents.~~

~~(ORC 959.131)~~

~~(e) Whoever violates division (a) of this section is guilty of a misdemeanor of the second degree. In addition, the court may order the offender to forfeit the animal or livestock and may provide for its disposition including, but not limited to, the sale of the animal or livestock. If an animal or livestock is forfeited and sold pursuant to this division, the proceeds from the sale first shall be applied to pay the expenses incurred~~

with regard to the care of the animal from the time it was taken from the custody of the former owner. The balance of the proceeds from the sale, if any, shall be paid to the former owner of the animal.

~~(ORC 959.99(D)) (Ord. 76-96. Passed 6-10-96.)~~

~~—(f) (1) Whoever violates division (d)(2) of this section is guilty of a misdemeanor of the first degree on a first offense and a felony to be prosecuted under appropriate State law on each subsequent offense.~~

~~—(2) Whoever violates division (d)(3) of this section is guilty of a felony to be prosecuted under appropriate state law.~~

~~—(3) Whoever violates division (d)(4) of this section is guilty of a misdemeanor of the second degree on a first offense and a misdemeanor of the first degree on each subsequent offense.~~

~~—(4) Whoever violates division (d)(5) of this section is guilty of a felony to be prosecuted under appropriate state law.~~

~~(5) Whoever violates division (d)(6) of this section is guilty of a misdemeanor of the first degree.~~

~~—(6) A. A court may order a person who is convicted of or pleads guilty to a violation of division (d) of this section to forfeit to an impounding agency, as defined in Ohio R.C. 959.132, any or all of the companion animals in that person's ownership or care. The court also may prohibit or place limitations on the person's ability to own or care for any companion animals for a specified or indefinite period of time.~~

~~—B. A court may order a person who is convicted of or pleads guilty to a violation of division (d) of this section to reimburse an impounding agency for the reasonably necessary costs incurred by the agency for the care of a companion animal that the agency impounded as a result of the investigation or prosecution of the violation, provided that the costs were not otherwise paid under Ohio R.C. 959.132.~~

~~—(7) If a court has reason to believe that a person who is convicted of or pleads guilty to a violation of division (d) of this section suffers from a mental or emotional disorder that contributed to the violation, the court may impose as a community control sanction or as a condition of probation a requirement that the offender undergo psychological evaluation or counseling. The court shall order the offender to pay the costs of the evaluation or counseling.~~

~~(ORC 959.99(E))~~

PHASE 3 – AMENDMENTS TO ANIMALS & FOWL ORDINANCE

505.11 KILLING, INJURING, POISONING OR CRUELTY TO ANIMALS.

(a) No person shall maliciously, or willfully ~~and without the consent of the owner,~~ kill or injure a dog, cat, or any other domestic animal, **unless such act is to protect the public or themselves from serious injury.** ~~that is the property of another.~~ This section does not apply to a licensed veterinarian acting in an official capacity, a police officer, **game warden, park ranger,** or animal control officer protecting the public or themselves from serious injury ~~from a dangerous animal.~~

(ORC 959.02)

(b) Whoever violates this section is guilty of a misdemeanor of the ~~second~~ **first** degree. ~~If the value of the animal killed or the injury done amounts to three hundred dollars (\$300.00) or more, whoever violates division (a) of this section is guilty of a misdemeanor of the first degree.~~

(c) No person shall maliciously, or willfully and without the consent of the owner, administer poison, to a dog, cat, or any other domestic animal that is the property of another; and no person shall, willfully and without the consent of the owner, place any poisoned food where it may be easily found and eaten by any such animal, either upon his or her own lands or the lands of another. This section does not apply to a licensed veterinarian, game warden, park ranger, or animal control officer in the performance of their official duties.

(d) Whoever violates section 505.11(c) is guilty of a misdemeanor of the second degree.

(e) No person shall:

(1) Torture an animal, deprive one of necessary sustenance, unnecessarily or cruelly beat, needlessly mutilate or kill, or impound or confine an animal without supplying it during the confinement with a sufficient quantity of good wholesome food and water;

(2) Commit an act of cruelty against an animal.

(3) Impound or confine an animal without affording it, during the confinement, access to shelter from wind, rain, snow, heat, cold or excessive direct sunlight, if it can reasonably be expected that the animal would otherwise become sick or in some other way suffer. For the purpose of this section, “shelter” means an artificially made enclosure, windbreak;

(4) Carry or convey an animal in a cruel or inhumane manner;

(f) Whoever violates section 505.11(e) is guilty of a misdemeanor of the first degree.

(ORC 959.99(B)) (Ord. 76-96. Passed 6-10-96; Ord. 72-03. Passed 9-8-03.)

(ORC 959.03)

(ORC 959.99(E))

505.13 POISONING ANIMALS.

~~(a) No person shall maliciously, or willfully and without the consent of the owner, administer poison, to a dog, cat, or any other domestic animal that is the property of another; and no person shall, willfully and without the consent of the owner, place any poisoned food where it may be easily found and eaten by any such animal, either upon his or her own lands or the lands of another. This section does not apply to a licensed veterinarian, game warden, park ranger, or animal control officer in the performance of their official duties.~~

~~(ORC 959.03)~~

~~—(b) Whoever violates this section is guilty of a misdemeanor of the second degree.~~

~~(ORC 959.99(C)) (Ord. 76-96. Passed 6-10-96; Ord. 72-03. Passed 9-8-03.)~~

505.15 CRUELTY TO ANIMALS; CRUELTY TO COMPANION ANIMALS.

~~—(a) No person shall:~~

~~—(1) Torture an animal, deprive one of necessary sustenance, unnecessarily or cruelly beat, needlessly mutilate or kill, or impound or confine an animal without supplying it during the confinement with a sufficient quantity of good wholesome food and water;~~

~~—(2) Commit an act of cruelty against an animal.~~

~~—(2) (3) Impound or confine an animal without affording it, during the confinement, access to shelter from wind, rain, snow, heat, cold or excessive direct sunlight, if it can reasonably be expected that the animal would otherwise become sick or in some other way suffer. This division does not apply to animals impounded or confined prior to~~

~~slaughter. For the purpose of this section, “shelter” means an manmade enclosure, windbreak;~~

~~—(3) ~~(4)~~ Carry or convey an animal in a cruel or inhumane manner;~~

~~—(4) Keep animals other than cattle, poultry or fowl, swine, sheep, or goats in an enclosure without wholesome exercise and change of air, nor feed cows on food that produces impure or unwholesome milk;~~

~~—(5) Detain livestock in railroad cars or compartments longer than 28 hours after they are so placed without supplying them with necessary food, water, and attention, nor permit the stock to be so crowded as to overlie, crush, wound, or kill each other.~~

~~—(b) Upon the written request of the owner or person in custody of any particular shipment of livestock, which written request shall be separate and apart from any printed bill of lading or other railroad form, the length of time in which the livestock may be detained in any cars or compartment without food, water, and attention may be extended to 36 hours without penalty therefor. This section does not prevent the dehorning of cattle.~~

~~—(c) All fines collected for violations of division (a) of this section shall be paid to the society or association for the prevention of cruelty to animals, if there is one in the municipality; otherwise, all fines shall be paid to the general fund.~~

~~(a) Whoever violates this section is guilty of a misdemeanor of the first degree.~~

~~(ORC 959.13) (Ord. 76-96. Passed 6-10-96; Ord. 72-03. Passed 9-8-03.)~~

~~—(d) Cruelty to companion animals.~~

~~—(1) As used in this section:~~

~~——A. “Boarding kennel” has the same meaning as in Ohio R.C. 956.01.~~

~~——B. “Captive white-tailed deer” has the same meaning as in Ohio R.C. 1531.01.~~

~~——C. “Companion animal” means any animal that is kept inside a residential dwelling and any dog or cat regardless of where it is kept, including a pet store as defined in Ohio R.C. 956.01. “Companion animal” does not include livestock or any wild animal.~~

~~——D. “Cruelty,” “torment,” and “torture” have the same meanings as in Ohio R.C. 1717.01.~~

~~——E. “Dog kennel” means an animal rescue for dogs that is registered under Ohio R.C. 956.06, a boarding kennel, or a training kennel.~~

~~——F. “Federal Animal Welfare Act” means the “Laboratory Animal Act of 1966,” Pub. L. No. 89-544, 80 Stat. 350 (1966), 7 U.S.C. 2131 et seq., as amended by the~~

~~“Animal Welfare Act of 1970,” Pub. L. No. 91-579, 84 Stat. 1560 (1970), the “Animal Welfare Act Amendments of 1976,” Pub. L. No. 94-279, 90 Stat. 417 (1976), and the “Food Security Act of 1985,” Pub. L. No. 99-198, 99 Stat. 1354 (1985), and as it may be subsequently amended.~~

~~— G. “Livestock.” Means horses, mules, and other equidae; cattle, sheep, goats, and other bovidae; swine and other suidae; poultry; alpacas; llamas; captive white-tailed deer; and any other animal that is raised or maintained domestically for food or fiber.~~

~~— H. “Practice of veterinary medicine” has the same meaning as in Ohio R.C. 4741.01.~~

~~— I. “Residential dwelling” means a structure or shelter or the portion of a structure or shelter that is used by one or more humans for the purpose of a habitation.~~

~~— J. “Serious physical harm.” Means any of the following:~~

~~— 1. Physical harm that carries an unnecessary or unjustifiable substantial risk of death;~~

~~— 2. Physical harm that involves either partial or total permanent incapacity;~~

~~— 3. Physical harm that involves acute pain of a duration that results in substantial suffering or that involves any degree of prolonged or intractable pain;~~

~~— 4. Physical harm that results from a person who confines or who is the custodian or caretaker of a companion animal depriving the companion animal of good, wholesome food and water that proximately causes the death of the companion animal.~~

~~— K. “Training kennel” means an establishment operating for profit that keeps, houses, and maintains dogs for the purpose of training the dogs in return for a fee or other consideration.~~

~~— L. “Wild animal” has the same meaning as in Ohio R.C. 1531.01.~~

~~— (2) No person shall knowingly torture, torment, needlessly mutilate or maim, cruelly beat, poison, needlessly kill, or commit an act of cruelty against a companion animal.~~

~~— (3) No person shall knowingly cause serious physical harm to a companion animal.~~

~~— (4) No person who confines or who is the custodian or caretaker of a companion animal shall negligently do any of the following:~~

~~— A. Torture, torment, or commit an act of cruelty against the companion animal;~~

~~— B. Deprive the companion animal of necessary sustenance or confine the companion animal without supplying it during the confinement with sufficient quantities of good, wholesome food and water if it can reasonably be expected that the~~

~~companion animal would become sick or suffer in any other way as a result of or due to the deprivation or confinement;~~

~~— C. Impound or confine the companion animal without affording it, during the impoundment or confinement, with access to shelter from heat, cold, wind, rain, snow, or excessive direct sunlight if it can reasonably be expected that the companion animal would become sick or suffer in any other way as a result of or due to the lack of adequate shelter.~~

~~— (5) No owner, manager, or employee of a dog kennel who confines or is the custodian or caretaker of a companion animal shall knowingly do any of the following:~~

~~A. Torture, torment, needlessly mutilate or maim, cruelly beat, poison, needlessly kill, or commit an act of cruelty against the companion animal;~~

~~— B. Deprive the companion animal of necessary sustenance or confine the companion animal without supplying it during the confinement with sufficient quantities of good, wholesome food and water if it is reasonably expected that the companion animal would die or experience unnecessary or unjustifiable pain or suffering as a result of the deprivation or confinement;~~

~~— C. Impound or confine the companion animal without affording it, during the impoundment or confinement, with access to shelter from heat, cold, wind, rain, snow, or excessive direct sunlight if it is reasonably expected that the companion animal would die or experience unnecessary or unjustifiable pain or suffering as a result of or due to the lack of adequate shelter.~~

~~— (6) No owner, manager, or employee of a dog kennel who confines or is the custodian or caretaker of a companion animal shall negligently do any of the following:~~

~~— A. Torture, torment, or commit an act of cruelty against the companion animal;~~

~~— B. Deprive the companion animal of necessary sustenance or confine the companion animal without supplying it during the confinement with sufficient quantities of good, wholesome food and water if it can reasonably be expected that the companion animal would become sick or suffer in any other way as a result of or due to the deprivation or confinement;~~

~~— C. Impound or confine the companion animal without affording it, during the impoundment or confinement, with access to shelter from heat, cold, wind, rain, snow, or excessive direct sunlight if it can reasonably be expected that the companion animal would become sick or suffer in any other way as a result of or due to the lack of adequate shelter.~~

~~— (7) Divisions (d)(2), (d)(3), (d)(4), (d)(5), and (d)(6) of this section do not apply to any of the following:~~

~~—A. A companion animal used in scientific research conducted by an institution in accordance with the federal animal welfare act and related regulations;~~

~~—B. The lawful practice of veterinary medicine by a person who has been issued a license, temporary permit, or registration certificate to do so under Ohio R.C. Chapter 4741;~~

~~—C. Dogs being used or intended for use for hunting or field trial purposes, provided that the dogs are being treated in accordance with usual and commonly accepted practices for the care of hunting dogs;~~

~~D. The use of common training devices, if the companion animal is being treated in accordance with usual and commonly accepted practices for the training of animals;~~

~~—E. The administering of medicine to a companion animal that was properly prescribed by a person who has been issued a license, temporary permit, or registration certificate under Ohio R.C. Chapter 4741.~~

~~—(8) Notwithstanding any section of the Ohio Revised Code that otherwise provides for the distribution of fine moneys, the Clerk of Court shall forward all fines the Clerk collects that are so imposed for any violation of this division (d) to the Treasurer of the municipality, whose county humane society or law enforcement agency is to be paid the fine money as determined under this division. The Treasurer shall pay the fine moneys to the county humane society or the county, township, municipal corporation, or state law enforcement agency in this state that primarily was responsible for or involved in the investigation and prosecution of the violation. If a county humane society receives any fine moneys under this division, the county humane society shall use the fine moneys either to provide the training that is required for humane agents under Ohio R.C. 1717.06 or to provide additional training for humane agents.~~

~~(ORC 959.131)~~

~~(e) Whoever violates division (a) of this section is guilty of a misdemeanor of the second degree. In addition, the court may order the offender to forfeit the animal or livestock and may provide for its disposition including, but not limited to, the sale of the animal or livestock. If an animal or livestock is forfeited and sold pursuant to this division, the proceeds from the sale first shall be applied to pay the expenses incurred with regard to the care of the animal from the time it was taken from the custody of the former owner. The balance of the proceeds from the sale, if any, shall be paid to the former owner of the animal.~~

~~(ORC 959.99(D)) (Ord. 76 96. Passed 6-10-96.)~~

~~—(f) (1) Whoever violates division (d)(2) of this section is guilty of a misdemeanor of the first degree on a first offense and a felony to be prosecuted under appropriate State law on each subsequent offense.~~

~~—(2) Whoever violates division (d)(3) of this section is guilty of a felony to be prosecuted under appropriate state law.~~

~~—(3) Whoever violates division (d)(4) of this section is guilty of a misdemeanor of the second degree on a first offense and a misdemeanor of the first degree on each subsequent offense.~~

~~—(4) Whoever violates division (d)(5) of this section is guilty of a felony to be prosecuted under appropriate state law.~~

~~(5) Whoever violates division (d)(6) of this section is guilty of a misdemeanor of the first degree.~~

~~—(6) A. A court may order a person who is convicted of or pleads guilty to a violation of division (d) of this section to forfeit to an impounding agency, as defined in Ohio R.C. 959.132, any or all of the companion animals in that person's ownership or care. The court also may prohibit or place limitations on the person's ability to own or care for any companion animals for a specified or indefinite period of time.~~

~~—B. A court may order a person who is convicted of or pleads guilty to a violation of division (d) of this section to reimburse an impounding agency for the reasonably necessary costs incurred by the agency for the care of a companion animal that the agency impounded as a result of the investigation or prosecution of the violation, provided that the costs were not otherwise paid under Ohio R.C. 959.132.~~

~~—(7) If a court has reason to believe that a person who is convicted of or pleads guilty to a violation of division (d) of this section suffers from a mental or emotional disorder that contributed to the violation, the court may impose as a community control sanction or as a condition of probation a requirement that the offender undergo psychological evaluation or counseling. The court shall order the offender to pay the costs of the evaluation or counseling.~~

~~(ORC 959.99(E))~~

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

DATE: **January 27, 2020**

TO: **Public Safety, Law and Courts Committee**

RE: **Animals & Fowl Chapter Amendment Phase 5 Definitions**

Approval:

Joe Begeny	Chris Shook	Stephen Cicak
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This legislation is the fifth amendment to the Animals & Fowl Chapter 505, Section 505.01 Definitions

AN ORDINANCE TO AMEND CHAPTER 505 ANIMALS AND FOWL, SECTION 505.01 DEFINITIONS OF THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO

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

SECTION 1. That Chapter 505 ANIMALS AND FOWL, Section 505.01 Definitions be amended in the Code of Ordinances for the City of Reynoldsburg be and is hereby attached as Exhibit A.

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

505.01 DEFINITIONS.

As used in this chapter certain words are defined as follows, unless the context otherwise requires:

(a) "Animal" means any live, vertebrate creature, domestic or wild.

(b) "Dangerous dog ~~or other dangerous animal~~" means a dog ~~that, without provocation, and subject to division (b)(54) of this Section, has done any or other animal that meets any of the following:~~

~~1. 1. A dog or other animal, that without provocation and subject to subsection (m)(2) below, Hhas chased or approached in either a menacing fashion or an apparent attitude of attack, or has attempted to bite or otherwise endanger any person, or causes physical harm to property as defined by section 501.01(n) or serious physical harm to property as defined by section 501.01(z), while that dog or other animal is off the premises of its owner, keeper or harbinger and not under the reasonable control of its owner, keeper, harbinger or some other reasonable person, or not physically restrained or confined in a locked pen which has a top or other locked enclosure which has a top.~~

~~2. Caused injury, other than killing or serious injury, to any person;~~

~~3. 2. A dog or other animal that behaves in a manner that a reasonable person would believe poses a serious and unjustified imminent threat of serious physical harm or death to one or more persons, domestic animals or farm animals. Killed another dog;~~

~~4. 3. "Dangerous Dog" does not include either of the following: Been the subject of a third or subsequent violation of Section 505.03.~~

~~A. A police dog that has chased or approached in either a menacing fashion or an apparent attitude of attack, or has attempter to bite or otherwise endanger any person while the police dog is being used to assist one or more law enforcement officers in the performance of their official duties.~~

~~B. A dog that has chased or approached in either a menacing fashion or an apparent attitude of attack, or has attempted to bite or otherwise endanger any person while that person was committing or attempting to commit a trespass or other criminal offense on the property of the owner, keeper or harbinger of the dog.~~

~~5. 4. "Dangerous Dog" does not include a police dog that has caused injury, other than killing or serious injury, to any person or has killed another dog while~~

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the police dog is being used to assist one or more law enforcement officers in the performance of their official duties.

(c) "Domesticated animal" means any animal which is accepted by the general public as tameable and bred as a tamed animal for the purposes of man. These include, but are not limited to, dogs, house cats, gerbils, and guinea pigs.

(d) "Exotic Animal" ~~means any animal which is foreign and generally not native by birth to the local community.~~ shall have the same meaning as "dangerous wild animal" as defined in Chapter 935 of the Ohio Revised Code.

(e) ~~"Farm animal" means, but is not limited to, cattle, sheep, goats, poultry or fowl, swine, horses, or mules.~~

~~(f)~~(e) "Hybrid" means the cross breeding of two or more species of animals that would not normally be bred together, including but not limited to, wolf-dog, coyote-dog, ocelot-house cat.

~~(g) "Menacing fashion" means that a dog or other animal would cause any person being chased or approached to reasonably believe that the dog or other animal will cause physical injury to that person.~~

~~(h)~~(f) "Own, keep or harbor" means to have legal title, ~~to or~~ custody or control over any dangerous animal. ~~or wild animal in the city, except as otherwise provided in Section 505.33.~~

~~(i)~~(g) "Owner" means any person, firm, association, or corporation owning or having a proprietary interest in ~~or possession, custody, or charge of a work~~ an animal.

~~(j)~~(h) "Person" means any natural person, association, partnership, organization, or corporation.

~~(k)~~(i) "Police dog" means a dog that has been trained, and may be used, to assist one or more law enforcement officers in the performance of their official duties.

~~(l)~~(j) "Serious injury physical harm" means ~~serious physical harm as defined in section 501.01(y) and section 501.01(z).~~ any of the following:

- (1) Any physical harm that carries a substantial risk of death;
- (2) Any physical harm that involves a permanent incapacity, whether partial or total, or a temporary, substantial incapacity;
- (3) Any physical harm that involves a permanent disfigurement or a temporary, serious disfigurement;

(4) Any physical harm that involves acute pain of a duration that results in substantial suffering or any degree of prolonged or intractable pain.

~~(m)~~ "Vicious dog or other vicious animal" means a dog or other animal meets any of the following:

1. ~~Without provocation, has killed or caused serious injury to any person;~~
2. ~~Without provocation, has caused injury, other than killing or serious injury, to any person, or has killed another dog or other animal;~~
3. ~~A dog or animal that has been trained for dog/animal fighting, or bred, or abused, or is kept primarily or in part for the purpose of dog/animal fighting.~~
4. ~~Any dog or animal with a known propensity, tendency or disposition to attack unprovoked, to cause injury or to otherwise endanger the safety of human beings or domestic animals.~~

(k) "Vicious dog" means a dog that, without provocation and subject to division ~~(k)(m)~~(1) of this section, has killed or caused serious injury to any person.

1. "Vicious dog" does not include either of the following:

A. A police dog that has killed or caused serious injury to any person ~~or that has caused injury, other than killing or serious injury, to any person~~ while the police dog is being used to assist one or more law enforcement officers in the performance of their official duties;

B. A dog that has killed or caused serious injury to any person while that person was committing or attempting to commit a trespass or other criminal offense on the property of the owner, keeper or harbinger of the dog.

~~(n)~~(l) "Wild Animal" means any non-domesticated animal which generally lives in its original natural state, and is not normally domesticated, and/or falls under the jurisdiction of the Ohio Department of Natural Resources.

~~(o)~~(m) "Without provocation" means that a dog or other animal was not teased, tormented or abused by a person, or that the dog or other animal was not coming to the aid or the defense of a person who was not engaged in illegal or criminal activity and who was not using the dog or other animal as a means of carrying out such activity.

(Ord. 76-96. Passed 6-10-96; Ord. 77-01. Passed 6-25-01; Ord. 72-03. Passed 9-8-03; Ord. 25-18. Passed 2-26-18.)

505.01 DEFINITIONS.

As used in this chapter certain words are defined as follows, unless the context otherwise requires:

- (a) "Animal" means any live, vertebrate creature, domestic or wild.
- (b) "Dangerous dog means a dog that, without provocation, and subject to division (b)(5) of this Section, has done any of the following:
 1. Has chased in an apparent attitude of attack or has attempted to bite or otherwise endanger any person while that dog or other animal is off the premises of its owner, keeper or harbinger and not under the reasonable control of its owner, keeper, harbinger or some other reasonable person.
 2. Caused injury, other than killing or serious injury, to any person;
 3. Killed another dog;
 4. Been the subject of a third or subsequent violation of Section 505.03.
 5. "Dangerous Dog" does not include a police dog that has caused injury, other than killing or serious injury, to any person or has killed another dog while the police dog is being used to assist one or more law enforcement officers in the performance of their official duties.
- (c) "Domesticated animal" means any animal which is accepted by the general public as tamable and bred as a tamed animal for the purposes of man. These include, but are not limited to, dogs, house cats, gerbils, and guinea pigs.
- (d) "Exotic Animal" shall have the same meaning as "dangerous wild animal" as defined in Chapter 935 of the Ohio Revised Code.
- (e) "Hybrid" means the cross breeding of two or more species of animals that would not normally be bred together, including but not limited to, wolf-dog, coyote-dog, ocelot-house cat.
- (f) "Own, keep or harbor" means to have legal title, custody or control over any animal.
- (g) "Owner" means any person, firm, association, or corporation owning or having a proprietary interest in an animal.
- (h) "Person" means any natural person, association, partnership, organization, or corporation.

(i) "Police dog" means a dog that has been trained, and may be used, to assist one or more law enforcement officers in the performance of their official duties.

(j) "Serious injury" means any of the following:

(1) Any physical harm that carries a substantial risk of death;

(2) Any physical harm that involves a permanent incapacity, whether partial or total, or a temporary, substantial incapacity;

(3) Any physical harm that involves a permanent disfigurement or a temporary, serious disfigurement;

(4) Any physical harm that involves acute pain of a duration that results in substantial suffering or any degree of prolonged or intractable pain.

(k) "Vicious dog" means a dog that, without provocation and subject to division (k)(1) of this section, has killed or caused serious injury to any person.

1. "Vicious dog" does not include either of the following:

A. A police dog that has killed or caused serious injury to any person while the police dog is being used to assist one or more law enforcement officers in the performance of their official duties;

B. A dog that has killed or caused serious injury to any person while that person was committing or attempting to commit a trespass or other criminal offense on the property of the owner, keeper or harbinger of the dog.

(l) "Wild Animal" means any non-domesticated animal which generally lives in its original natural state, and is not normally domesticated, and/or falls under the jurisdiction of the Ohio Department of Natural Resources.

(m) "Without provocation" means that a dog or other animal was not teased, tormented or abused by a person, or that the dog or other animal was not coming to the aid or the defense of a person who was not engaged in illegal or criminal activity and who was not using the dog or other animal as a means of carrying out such activity.

(Ord. 76-96. Passed 6-10-96; Ord. 77-01. Passed 6-25-01; Ord. 72-03. Passed 9-8-03; Ord. 25-18. Passed 2-26-18.)

505.01 DEFINITIONS.

As used in this chapter certain words are defined as follows, unless the context otherwise requires:

(a) "Animal" means any live, vertebrate creature, domestic or wild.

(b) "Dangerous dog ~~or other dangerous animal~~" means a dog ~~that, without provocation, and subject to division (b)(4) of this Section, has done any or other animal that meets any of the~~ following:

1. ~~A dog or other animal, that without provocation and subject to subsection (m)(2) below, Has~~ chased or approached in either a menacing fashion or an apparent attitude of attack, or has attempted to bite or otherwise endanger any person, ~~or causes physical harm to property as defined by section 501.01(n) or serious physical harm to property as defined by section 501.01(z), while that dog or other animal is off the premises of its owner, keeper or harborer and not under the reasonable control of its owner, keeper, harborer or some other reasonable person, or not physically restrained or confined in a locked pen which has a top or other locked enclosure which has a top.~~
2. ~~Caused injury, other than killing or serious injury, to any person;~~
3. ~~A dog or other animal that behaves in a manner that a reasonable person would believe poses a serious and unjustified imminent threat of serious physical harm or death to one or more persons, domestic animals or farm animals. Killed another dog;~~
4. ~~"Dangerous Dog" does not include either of the following: Been the subject of a third or subsequent violation of Section 505.03.~~

~~A. A police dog that has chased or approached in either a menacing fashion or an apparent attitude of attack, or has attempted to bite or otherwise endanger any person while the police dog is being used to assist one or more law enforcement officers in the performance of their official duties.~~

~~B. A dog that has chased or approached in either a menacing fashion or an apparent attitude of attack, or has attempted to bite or otherwise endanger any person while that person was committing or attempting to commit a trespass or other criminal offense on the property of the owner, keeper or harborer of the dog.~~

4. "Dangerous Dog" does not include a police dog that has caused injury, other than killing or serious injury, to any person or has killed another dog while the police dog is

being used to assist one or more law enforcement officers in the performance of their official duties.

(c) "Domesticated" means any animal which is accepted by the general public as tameable and bred as a tamed animal for the purposes of man. These include, but are not limited to, dogs, house cats, gerbils, and guinea pigs.

(d) ~~"Exotic Animal" means any animal which is foreign and generally not native by birth to the local community.~~ shall have the same meaning as "dangerous wild animal" as defined in Chapter 935 of the Ohio Revised Code.

~~(e) "Farm animal" means, but is not limited to, cattle, sheep, goats, poultry or fowl, swine, horses, or mules.~~

~~(f)~~(e) "Hybrid" means the cross breeding of two or more species of animals that would not normally be bred together, including but not limited to, wolf-dog, coyote-dog, ocelot-house cat.

~~(g) "Menacing fashion" means that a dog or other animal would cause any person being chased or approached to reasonably believe that the dog or other animal will cause physical injury to that person.~~

~~(h)~~(f) "Own, keep or harbor" means to have legal title, ~~to or~~ custody or control over any dangerous animal. ~~or wild animal in the city, except as otherwise provided in Section 505.33.~~

~~(i)~~(g) "Owner" means any person, firm, association, or corporation owning or having a proprietary interest in ~~or possession, custody, or charge of a work~~ an animal.

~~(j)~~(h) "Person" means any natural person, association, partnership, organization, or corporation.

~~(k)~~(i) "Police dog" means a dog that has been trained, and may be used, to assist one or more law enforcement officers in the performance of their official duties.

~~(l)~~(j) "Serious **injury** physical harm" means ~~serious physical harm as defined in section 501.01(y) and section 501.01(z).~~ any of the following:

- (1) Any physical harm that carries a substantial risk of death;
- (2) Any physical harm that involves a permanent incapacity, whether partial or total, or a temporary, substantial incapacity;
- (3) Any physical harm that involves a permanent disfigurement or a temporary, serious disfigurement;

(4) Any physical harm that involves acute pain of a duration that results in substantial suffering or any degree of prolonged or intractable pain.

~~(m)~~ "Vicious dog or other vicious animal" means a dog or other animal meets any of the following:

1. ~~Without provocation, has killed or caused serious injury to any person;~~
2. ~~Without provocation, has caused injury, other than killing or serious injury, to any person, or has killed another dog or other animal;~~
- 3. ~~A dog or animal that has been trained for dog/animal fighting, or bred, or abused, or is kept primarily or in part for the purpose of dog/animal fighting.~~
- 4. ~~Any dog or animal with a known propensity, tendency or disposition to attack unprovoked, to cause injury or to otherwise endanger the safety of human beings or domestic animals.~~

(k) "Vicious dog" means a dog that, without provocation and subject to division (m)(1) of this section, has killed or caused serious injury to any person.

1. "Vicious dog" does not include either of the following:

A. A police dog that has killed or caused serious injury to any person ~~or that has caused injury, other than killing or serious injury, to any person~~ while the police dog is being used to assist one or more law enforcement officers in the performance of their official duties;

B. A dog that has killed or caused serious injury to any person while that person was committing or attempting to commit a trespass or other criminal offense on the property of the owner, keeper or harbinger of the dog.

~~(n)~~(l) "Wild Animal" means any non-domesticated animal which generally lives in its original natural state, and is not normally domesticated, and/or falls under the jurisdiction of the Ohio Department of Natural Resources.

~~(e)~~(m) "Without provocation" means that a dog or other animal was not teased, tormented or abused by a person, or that the dog or other animal was not coming to the aid or the defense of a person who was not engaged in illegal or criminal activity and who was not using the dog or other animal as a means of carrying out such activity.

(Ord. 76-96. Passed 6-10-96; Ord. 77-01. Passed 6-25-01; Ord. 72-03. Passed 9-8-03; Ord. 25-18. Passed 2-26-18.)

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

DATE: January 27, 2020**TO: Public Safety, Law and Courts Committee****RE: Animals & Fowl Amendment Phase 6 Tethering and Dangerous Dogs**

Approval:

Joe Begeny	Chris Shook	Stephen Cicak
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This legislation is the sixth amendment to the Animals & Fowl Chapter 505 discussing tethering animals and Dangerous Dogs and Animals.

AN ORDINANCE TO AMEND CHAPTER 505 ANIMALS AND FOWL, SECTION 505.37 DANGEROUS DOGS AND OTHER ANIMALS AND TO ADD SECTION 505.13 TETHERING ANIMALS TO THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO

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

SECTION 1. That Chapter 505 ANIMALS AND FOWL, Section 505.37 Dangerous Dogs and other Animals be amended in the Code of Ordinances for the City of Reynoldsburg be and is hereby attached as Exhibit A.

SECTION 2. That Section 505.13 Tethering Animals be added to Chapter 505 ANIMALS AND FOWL of the Code of Ordinances for the City of Reynoldsburg.

SECTION 3. That upon adoption by Council, this ordinance shall be in effect thirty days following the signature by the Mayor.

505.13 TETHERING ANIMALS.

(a) No person shall tether an animal in any of the following circumstances:

(1) For more than six (6) hours total in a twenty-four (24) hour period and not more than two (2) unsupervised consecutive hours with no less than a one (1) hour period between tetherings;

(2) Between the hours of 11:00 p.m. and 6:00 a.m. other than short, not to exceed 15 20 minutes, periods, ~~for the animal to relieve itself;~~

(3) When a heat or cold advisory has been issued by a local or state authority or the National Weather Service;

(4) When a severe weather warning has been issued by a local or state authority or the National Weather Service;

(5) When the tether is less than ~~twenty~~ ten (2010) feet in length;

(6) When the tether allows the animal to come within fifteen (15) feet of a sidewalk or within ten (10) feet of a property line;

(7) When the tether is attached by means of a pinch-type, prong-type, of choke-type collar or if the collar is unsafe or is not properly fitted;

(8) When the tether may cause injury or entanglement;

(9) When the tether is made of a material that is unsuitable for the animal's size and weight or that causes any unnecessary discomfort to the animal;

(10) When no owner or occupant is present at the premises;

(b) As used in this section, "tether" means a rope, chain, cord, dog run or pulley, or similar restraint for holding an animal in place, allowing a radius in which it can move about.

(c) Whoever violates this section is guilty of a minor misdemeanor on the first offense, a misdemeanor of the fourth degree on the second offense, and a misdemeanor of the first degree on the third or any subsequent offense. Notwithstanding the foregoing penalties, if an animal becomes sick or injured as a result of this section, then whoever violates this section is guilty of a misdemeanor of the first degree.

505.37 DANGEROUS DOGS AND OTHER ANIMALS; PERMIT REQUIRED; FEE; IMPOUNDING.

(a) In addition to registration of a dog as required by Section 505.07 and Ohio R.C. Sections 955.03 and 955.09, the owner, keeper or harbinger of a dangerous dog ~~or other~~

~~dangerous animal~~ as defined in 505.01(b) shall pay a permit fee to own, keep or harbor a dangerous dog to the City of Reynoldsburg and obtain the permit from the Chief of Police at a cost ~~set in the City's fee schedule~~ of thirty dollars (\$30.00) for such permit in addition to the payment of any fee for registration of the dog as required by the Ohio Revised Code and these Codified Ordinances.

(1) The owner, keeper, or harbinger of such dangerous dog ~~or dangerous animal~~ shall pay for the permit at the Reynoldsburg City Auditor's Office and receive a receipt. The receipt shall be presented to the Chief of Police in order to obtain a permit.

(b) (1) The permit to own, keep or harbor a dangerous dog ~~or dangerous animal~~ shall be valid only during the calendar year in which the permit is issued, and during the first twenty days of the following calendar year.

(2) The permit fee for any dangerous dog ~~or other dangerous animal~~ is ~~set in the City's fee schedule~~ thirty dollars (\$30.00) if purchased prior to July 1st of any calendar year. If the permit is purchased on or after July 1st of any calendar year, the permit fee is ~~half the rate set in the City's fee schedule~~ fifteen dollars (\$15.00).

(c) No owner, keeper or harbinger of a dangerous dog ~~or other dangerous animal~~, as defined in section 505.01(b), shall fail to publicly display a sign on the premises where the dangerous dog ~~or other dangerous animal~~ is kept or harbored that notifies the public of the presence of a dangerous dog ~~or other dangerous animal~~ on the property of the owner, keeper or harbinger. The owner, keeper or harbinger of the dog shall provide such sign which shall contain, in lettering that is at least two inches in height, the statement "caution, beware of dangerous dog ~~or other dangerous animal~~" or other statement that provides reasonable notice of the presence of a dangerous dog ~~or other dangerous animal~~ on the premises.

(d) No person shall own, keep, or harbor any dangerous dog ~~or other dangerous animal~~, as defined in section 505.01 (b) without registering and obtaining a permit as required in divisions (a) and (b) of this section for such dangerous dog ~~or other dangerous animal~~.

(e) ~~Any owner, keeper or harbinger of any dangerous dog as defined in division 505.01(b), shall provide satisfactory evidence of the fact that the dangerous dog has been neutered or spayed. Whoever violates division (c) or (d) of this section is guilty of a misdemeanor of the third degree and the animal control officer shall seize and impound the dangerous dog or other dangerous animal in the municipality that is not properly confined or restrained, pursuant to Ohio R.C. 955.22(A) to (D), until such time as the owner, keeper or harbinger of the dangerous dog or other dangerous animal demonstrates compliance with Ohio R.C. 955.22(A) to (D). If the owner does not comply with the provisions of Ohio R.C. 955.22(A) to (D) within three (3) days of such seizure, then the dangerous dog or other dangerous animal shall be humanely destroyed.~~

(f) ~~Any~~ No owner, keeper, or harbinger of a dangerous dog or other dangerous animal, as defined in division 505.01(b), shall ~~provide satisfactory evidence of the fact that the dog has been permanently identified by means of a microchip and the dog's microchip number.~~ refuse to permit the routine inspection of such dangerous dog or other dangerous animal on the premises of the same by the animal control officer, police officer, or other person authorized by the mayor or police chief, county board of health or an employee or agent thereof, to insure compliance with the divisions contained herein or any provision of the Ohio revised code, nor conceal such dangerous dog or other dangerous animal from the animal control officer, police officer or other person authorized by the mayor or police chief, or county board of health, or an employee or agent thereof, attempting to accomplish such inspection.

(g) ~~No owner, keeper or harbinger of a dangerous dog or other dangerous animal, as defined in division 505.01(b) shall fail to report to the city animal control officer or a police officer the theft or loss of a dangerous dog or other dangerous animal within five hours of the discovery of the theft or loss.~~ Whoever violates division (c), (d), (e) or (f) of this section is guilty of a misdemeanor of the third degree and the animal control officer shall seize and impound the dangerous dog in the municipality that is not properly confined or restrained, pursuant to Ohio R.C. 955.22(A) to (D), until such time as the owner, keeper or harbinger of the dangerous dog demonstrates compliance with Ohio R.C. 955.22(A) to (D). If the owner does not comply with the provisions of Ohio R.C. 955.22(A) to (D) within three (3) days of such seizure, then the dangerous dog shall be humanely destroyed.

(h) ~~Whoever violates divisions (f) or (g) is guilty of a misdemeanor of the fourth degree.~~ No owner, keeper or harbinger of a dangerous dog as defined in division 505.01(b) shall fail to report to the city animal control officer or a police officer the theft or loss of a dangerous dog within five hours of the discovery of the theft or loss.

(i) Whoever violates division (h) is guilty of a misdemeanor of the fourth degree.

~~(Ord. 76-96. Passed 6-10-96; Ord. 77-01. Passed 6-25-01; Ord. 72-03. Passed 9-8-03.)~~

505.13 TETHERING ANIMALS.

(a) No person shall tether an animal in any of the following circumstances:

(1) For more than six (6) hours total in a twenty-four (24) hour period and not more than two (2) unsupervised consecutive hours with no less than a one (1) hour period between tetherings;

(2) Between the hours of 11:00 p.m. and 6:00 a.m. other than short, not to exceed 20 minutes, periods;

(3) When a heat or cold advisory has been issued by a local or state authority or the National Weather Service;

(4) When a severe weather warning has been issued by a local or state authority or the National Weather Service;

(5) When the tether is less than ten (10) feet in length;

(6) When the tether allows the animal to come within fifteen (15) feet of a sidewalk or otherwise within ten (10) feet of a property line;

(7) When the tether is attached by means of a pinch-type, prong-type, of choke-type collar or if the collar is unsafe or is not properly fitted;

(8) When the tether may cause injury or entanglement;

(9) When the tether is made of a material that is unsuitable for the animal's size and weight or that causes any unnecessary discomfort to the animal;

(10) When no owner or occupant is present at the premises;

(b) As used in this section, "tether" means a rope, chain, cord, dog run or pulley, or similar restraint for holding an animal in place, allowing a radius in which it can move about.

(c) Whoever violates this section is guilty of a minor misdemeanor on the first offense, a misdemeanor of the fourth degree on the second offense, and a misdemeanor of the first degree on the third or any subsequent offense. Notwithstanding the foregoing penalties, if an animal becomes sick or injured as a result of this section, then whoever violates this section is guilty of a misdemeanor of the first degree.

505.37 DANGEROUS DOGS AND OTHER ANIMALS; PERMIT REQUIRED; FEE; IMPOUNDING.

(a) In addition to registration of a dog as required by Section 505.07 and Ohio R.C. Sections 955.03 and 955.09, the owner, keeper or harbinger of a dangerous dog as

defined in 505.01(b) shall pay a permit fee to own, keep or harbor a dangerous dog to the City of Reynoldsburg and obtain the permit from the Chief of Police at a cost set in the City's fee schedule for such permit in addition to the payment of any fee for registration of the dog as required by the Ohio Revised Code and these Codified Ordinances.

(1) The owner, keeper, or harbinger of such dangerous dog shall pay for the permit at the Reynoldsburg City Auditor's Office and receive a receipt. The receipt shall be presented to the Chief of Police in order to obtain a permit.

(b) (1) The permit to own, keep or harbor a dangerous dog shall be valid only during the calendar year in which the permit is issued, and during the first twenty (20) days of the following calendar year.

(2) The permit fee for any dangerous dog is set in the City's fee schedule if purchased prior to July 1st of any calendar year. If the permit is purchased on or after July 1st of any calendar year, the permit fee is half the rate set in the City's fee schedule.

(c) No owner, keeper or harbinger of a dangerous dog, as defined in section 505.01(b), shall fail to publicly display a sign on the premises where the dangerous dog is kept or harbored that notifies the public of the presence of a dangerous dog on the property of the owner, keeper or harbinger. The owner, keeper or harbinger of the dog shall provide such sign which shall contain, in lettering that is at least two inches in height, the statement "caution, beware of dangerous dog" or other statement that provides reasonable notice of the presence of a dangerous dog on the premises.

(d) No person shall own, keep, or harbor any dangerous dog, as defined in section 505.01 (b) without registering and obtaining a permit as required in divisions (a) and (b) of this section for such dangerous dog.

(e) Any owner, keeper or harbinger of any dangerous dog as defined in division 505.01(b), shall provide satisfactory evidence of the fact that the dangerous dog has been neutered or spayed.

(f) Any owner, keeper, or harbinger of a dangerous dog as defined in division 505.01(b), shall provide satisfactory evidence of the fact that the dog has been permanently identified by means of a microchip and the dog's microchip number.

(g) Whoever violates division (c), (d), (e) or (f) of this section is guilty of a misdemeanor of the third degree and the animal control officer shall seize and impound the dangerous dog in the municipality, pursuant to Ohio R.C. 955.22(A) to (D), until such time as the owner, keeper or harbinger of the dangerous dog demonstrates compliance with Ohio R.C. 955.22(A) to (D). If the owner does not comply with the provisions of Ohio R.C. 955.22(A) to (D) within three (3) days of such seizure, then the dangerous dog shall be humanely destroyed.

(h) No owner, keeper or harborer of a dangerous dog as defined in division 505.01(b) shall fail to report to the city animal control officer or a police officer the theft or loss of a dangerous dog within five (5) hours of the discovery of the theft or loss.

(i) Whoever violates division (h) is guilty of a misdemeanor of the fourth degree.
(Ord. 76-96. Passed 6-10-96; Ord. 77-01. Passed 6-25-01; Ord. 72-03. Passed 9-8-03.)