Reynoldsburg
OHIO · 1839

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 24, 2022 **Council Chambers**

CITY COUNCIL MEETING

1. CALL TO ORDER

2. INVOCATION - PASTOR AARON DELONG FROM SIMPLE CHURCH

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. APPROVAL OF AGENDA

6. APPROVAL OF MINUTES

a. City Council – Regular Meeting – January 10, 2022

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

a. Presentation by Franklin County Health Department

8. COMMUNICATIONS

a. Initiation of a Garden Plot Deposit

b. Auditor's Revenue Report January 2022

c. Treasury Board Minutes January 2022

9. MOTIONS

a. A Motion to Approve a Resolution to Recognize Cheryl A. Hickmon, National President of the Delta Sigma Theta Sorority Inc.

b. A Motion to Appoint a Member to the Ward Boundary Commission

c. A Motion to Reappoint Mollie Prasher to Serve as Clerk of Council for the Period Beginning February 1, 2022 through January 31, 2024

10. REPORTS

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

1. An Ordinance Authorizing the Mayor to Enter into an Agreement with the Solid Waste Authority of Central Ohio (SWACO) to Accept a Community Waste Reduction Grant, and Declaring an Emergency

2. An Ordinance Authorizing the Mayor to Enter into a Contract with OHM for Planning Services Design for an East Main Street Corridor Study

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

1. Work Session

    1. An Ordinance Establishing Section 701.07 of the Codified Ordinances of the City of Reynoldsburg, Commonly Referred to as the Pay to Stay Ordinance --- Bryant. Public Safety, Law and Courts Committee.

2. An Ordinance Authorizing the City Attorney and Mayor to Enter into a Grant Agreement with the Alcohol, Drug, and Mental Health Board of Franklin County for Continued Operation of the Reynoldsburg Recovery Court; and Declaring an Emergency

c. **Public Service & Transportation Committee**

1. An Ordinance to Amend Chapter 1701 Board of Nuisance Abatement of the Codified Ordinances of the City of Reynoldsburg

2. An Ordinance to Authorize the Purchase of 2000 MXU Readers from Sensus for the Upgrade Program and Waive Competitive Bidding

3. An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T to Conduct Surveying, Design Engineering, and Bidding Services for the City's 2022 Water Main Replacement and Appropriating Funds Therefor

4. An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T for He 2022 Sewer Project with EMH&T for Engineering Services, Prepared Construction Plans, Specifications and Bid Documents and Appropriate Funds Therefor

d. **There is no Finance & Administration Committee meeting.**

11. CONSENT AGENDA FOR FIRST READING

1. An Ordinance Authorizing the Mayor to Enter into an Agreement with the Solid Waste Authority of Central Ohio (SWACO) to Accept a Community Waste Reduction Grant, and Declaring an Emergency --- Baker. Development, Parks and Recreation Committee.

2. An Ordinance Authorizing the Mayor to Enter into a Contract with OHM for Planning Services Design for an East Main Street Corridor Study --- Baker. Development, Parks and Recreation Committee.

3. An Ordinance Authorizing the City Attorney and Mayor to Enter into a Grant Agreement with the Alcohol, Drug, and Mental Health Board of Franklin County for Continued Operation of the Reynoldsburg Recovery Court; and Declaring an Emergency --- Bryant. Public Safety, Law and Courts Committee.

4. An Ordinance to Authorize the Purchase of 2000 MXU Readers from Sensus for the Upgrade Program and Waive Competitive Bidding --- Strickland. Public Service and Transportation Committee.

5. An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T to Conduct Surveying, Design Engineering, and Bidding Services for the City's 2022 Water Main Replacement and Appropriating Funds Therefor --- Strickland. Public Service and Transportation Committee.

6. An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T for the 2022 Sewer Project with EMH&T for Engineering Services, Prepared Construction Plans, Specifications and Bid Documents and Appropriate Funds Therefor --- Strickland. Public Service and Transportation Committee.

12. CONSENT AGENDA FOR SECOND READING

a. An Ordinance to Create Chapter 176 Diversity, Equity, and Inclusion into the Codified Ordinances of the City of Reynoldsburg, Ohio (First Reading 1/10/2022). --- Strickland. Public Service and Transportation Committee.

b. An Ordinance to Amend Chapter 1701 Board of Nuisance Abatement of the Codified Ordinances of the City of Reynoldsburg (First Reading 1/10/2022). --- Strickland. Public Service and Transportation Committee.

c. An Ordinance to Appropriate Funds from the Unappropriated General Fund to Miscellaneous Other Services - Mayors Department for Charitable Distribution (First Reading 1/10/2022). --- Salvati. Finance and Administration Committee.

13. OTHER COUNCIL MATTERS

14. UPCOMING MEETINGS

a. February 3, 2022 Planning Commission

b. February 14, 2022 Council

c. February 17, 2022 BZBA

d. February 21, 2022 City Offices Closed for President's Day

e. February 28, 2022 Council

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ADJOURNMENT

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Council President Leanora Jenkins called the meeting to order at 6:31 PM

Invocation - Pastor Mark Pelfrey from Collision Church

As Pastor Pelfrey cancelled late this afternoon, Councilmember Lawson-Rowe gave the invocation.

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

Approval of Agenda

The agenda was approved as presented.

Approval of Minutes

a. City Council – Special Meeting – December 20, 2021

The minutes from the special December 20, 2022 meeting were approved as submitted.

RESULT:	**ACCEPTED**

Community Comments

Mayor Begeny
Just a brief Happy New Year to all members of Council and wanted to invite you all to the State of the City Address on February 9th here at City Hall. You all received an invite and it will be broadcasted live, what seating arrangements we have will depend on where covid is at that time. Thank you and I am looking forward to a great year.

Swearing In of OMCA President and MMC Presentation

Mary Johnston
Past President of the International Institute of Municipal Clerk
Past President of the Ohio Municipal Clerks Association

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IIMC Was founded in 1947 and is a professional association with more than 14,000 members in the US, Canada and 15 other countries. Our primary goal is to actively promote the continuing education and professional development of municipal clerks through extensive education programs, certification publications, municipal research, and administration, enhances critical professional skill development and fosters a spirit of mutual assistance and good fellowship among municipal clerks around the globe. IIMC is governed by a 26-member board of directors. The master municipal clerk designation program is an advanced continuing education program that prepares participants to perform complex municipal duties. The program has an extensive and rigorous education component and a professional and social contribution component. The MMC applicant must demonstrate that they have actively pursued education and professional activities. It is with great pleasure that I stand before you tonight to officially present your Clerk of Council, Mollie Prasher, with her master of municipal clerk designation. After a long journey of many years and many hours of seminars, conferences, and Institute sessions, she has reached this pinnacle and achievement that very few clicks are able to accomplish. Out of 14,000+ IIMC members, she is one of 1352 members worldwide to receive certification. Here in Ohio, there are 44 MMCs. Mollie, I commend you for your hard work and dedication to continuing the pursuit of knowledge and commitment to clerk education. Congratulations.

Clerk Prasher
Thank you, Mary for attending and thank you Council for allowing these few minutes for Mary to share this award with me. I am very thrilled. It is part of what you requested that your clerk achieve as a hiring process. So, I did it. I am very proud to have worked hard to earn this and very grateful that Mary from Westerville was here to present. We also have an additional presentation this evening, I was elected vice president last July of the Ohio municipal clerks Association until the end of 2022. However, the president resigned as of December 31, so January 1, I am now president of OMCA and need to be sworn in and thought that this was a good opportunity to share this with my Council and the residents of Reynoldsburg, who I am very happy and privileged to serve and will represent them well this next year, as it is live streamed with the clerks that may be watching this evening.

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Clerk Prasher is sworn in as the President of OMCA

So, Council if I'm not in the office, this year, somewhat, it is because I am either traveling with my children or at OMCA functions. I am working with Bailey and we will not let anything slide or slip. I am very proud to represent the City of Reynoldsburg as President of OMCA. Thank you so much.

Councilmember Baker
Congratulations Mollie, you worked hard for it, you deserve it.

President Jenkins
Yes, well deserved.

Communications

TREASURY MINUTES FOR DECEMBER 2021

Motions

A MOTION TO APPROVE A RESOLUTION RECOGNIZING DR. MARTIN LUTHER KING, JR.

Councilmember Strickland
I do want to make a quick announcement here. This coming January 17, the city is hosting a Martin Luther King program that starts at 1 o'clock. I am asking the public to come out, wear your mask, we have students that are going to be coming in and speaking and some elected officials that will be speaking. Also, the city is partnering with the Heart food pantry starting on January 13 through January 31 and we thought it would be a great idea for the community to also get back and hopefully we will have some people signing up, I believe the sign-up sheet should be on our webpage and Facebook page. If we can get that information out for people to get back to the community, that would be great. Also, I would like to publicly say thank you to Jennifer Clemson and Jessica Rosenthal for your assistance and helping me plan this particular program, thank you so much I truly appreciate it. Martin Luther King, Jr. Day is very important to me it's the

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legacy of Dr. King who is the driver for a continued commitment to ensuring that all god's people are welcomed and received with love. Regardless of our differences, whatever they may be, we are all one. We all deserve unconditional love and respect from this day and every day moving forward.

Councilmember Strickland reads the motion into the minutes.

Councilmember Lawson-Rowe
It is important for us to remember that the holiday is as his late widow shared, it's a day on not off. I celebrate the partnership we have with Heart Food Pantry here in Reynoldsburg for us to give back to the community, because it is a day on and not a day off. Thank you.

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

A MOTION TO AFFIRM THE REAPPOINTMENT OF LIBBY WALLACE TO THE CIVIL SERVICE COMMISSION

President Jenkins
This is a housekeeping issue. The mayor appoints members to the civil service commission and Council affirms these appointments. Miss Wallace is being re-appointed to the commission as she has been a serving member.

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

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

President Jenkins

This is an annual appointment. Auditor Cicak and Attorney Shook are designated appointees to this Board for the Ohio revised code.

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

A MOTION TO RECOMMEND THE APPOINTMENT OF STACIE BAKER AS THE COUNCIL REPRESENTATIVE TO THE WEST LICKING JOINT FIRE DISTRICT BOARD FOR 2022

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

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A MOTION TO RECOMMEND THE APPOINTMENT OF LOU SALVATI AS THE COUNCIL REPRESENTATIVE TO THE REYNOLDSBURG VISITORS BUREAU

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

A MOTION TO RECOMMEND THE APPOINTMENT OF TEMPORARY COMMITTEE CHAIRS

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

A MOTION TO RECOMMEND THE APPOINTMENT OF COUNCILMEMBERS TO COUNCIL COMMITTEES EFFECTIVE JANUARY 10, 2022 UNTIL THE NEXT COUNCIL ORGANIZATIONAL MEETING IN JANUARY 2023

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

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A MOTION TO RECOMMEND THE APPOINTMENT OF STACIE BAKER TO SERVE AS THE PRESIDENT PRO TEMPORE OF COUNCIL FOR THE PERIOD BEGINNING JANUARY 10, 2022 UNTIL THE NEXT COUNCIL ORGANIZATIONAL MEETING IN JANUARY 2023

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

Reports

Clerk of Court Report

CLERK OF COURT REPORT

The Clerk of Court submitted monies collected from the courts held on, 11/4, 11/11, 11/18, and 11/24/21 in the amount of $16,892.00.

RESULT:	**READ INTO THE MINUTES**

Liquor Report

NPL LLC LIQUOR PERMIT

Chief Baker
This application was completed for a new liquor permit for NPL LLC 7619 East Main Street. The business is being operated as Durbar Nepali Indian Cuisine. It is currently open from 11:00 AM to 9:00 PM Sunday through Tuesday. The permit is for a D5 class which permits the sale of beer, wine and mixed beverages for on premise consumption and off premise in original sealed container. The business has been open for a couple years now and we have not had any calls that would negatively affect this permit application. The Ohio Department of Liquor Control advised our investigator that the owner has no other active liquor permits. I do not request a hearing for this permit application.

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RESULT:	**READ INTO THE MINUTES**

Development, Parks & Recreation Committee

This is the Development, Parks & Recreation Committee meeting for January 10, 2022.

Members in attendance are: Councilmember Cotner, Councilmember Lawson-Rowe, Temporary Chair Baker and President Jenkins.

Election of Committee Chair

Councilmember Baker
The committee must select its chair and vice chair, there will be an election of committee chair. I will open up the floor or nominations for the chair of the Development, Parks and Recreation Committee. Individuals may nominate themselves with a second. Are there any nominees? I will nominate myself as chair. Are there any other nominations? Say none, nominations are closed. Is there any discussion on the nomination?

Councilmember Baker makes a motion to nominate Councilmember Baker as chair of the Development, Parks and Recreation Committee. Second by Councilmember Lawson-Rowe. Motion carries.

Election of Committee Vice Chair

Councilmember Baker
I will open the floor for vice chair nominations, individuals may nominate themselves within a second. Is there any nomination? I would like to nominate Councilmember Pyakurel to be vice chair. Are there any further nominations? Say none, nominations are closed. Is there any discussion on the nominations?

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Councilmember Baker makes a motion to nominate Councilmember Pyakurel as vice chair of the Development, Parks and Recreation Committee. Second by Councilmember Lawson-Rowe. Motion carries.

Public Safety, Law & Courts Committee

This is the Public Safety, Laws & Court Committee meeting for January 10, 2022.

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

Election of Committee Chair

Councilmember Bryant
The committee must select its chair and vice chair, there will be an election of committee chair. I will open up the floor for nominations for the chair of the Public Safety, Law and Courts Committee. Individuals may nominate themselves with a second. Are there any nominations?

Councilmember Lawson-Rowe
I recommend you, Councilmember Bryant.

Councilmember Bryant
Thank you and I accept that nomination. Do we have any other nominations? As there are no further nominations, I close the nominations.

Councilmember Lawson-Rowe makes a motion to nominate Councilmember Bryant as chair of the Public Safety, Law and Courts Committee. Second by Councilmember Cotner. Motion carries.

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Election of Committee Vice Chair

Councilmember Bryant
I will open the floor for vice chair nominations, individuals may nominate themselves within a second. Is there any nomination? I would like to nominate Councilmember Lawson-Rowe to be vice chair. Are there any further nominations? I close the nominations.

Councilmember Bryant makes a motion to nominate Councilmember Lawson-Rowe as vice chair of the Public Safety, Law and Courts committee. Second by Councilmember Cotner. Motion carries.

Work Session

AN ORDINANCE ESTABLISHING SECTION 701.07 OF THE CODIFIED ORDINANCES OF THE CITY OF REYNOLDSBURG, COMMONLY REFERRED TO AS THE PAY TO STAY ORDINANCE --- Bryant. Public Safety, Law and Courts Committee.

Attorney Shook
At the request of Council President Jenkins, I have prepared and submitted for discussion this evening an item of legislation that is commonly referred to as the paid to stay ordinance. What this ordinance does is that it affects the election process in a landlord residential tenant relationship. Under Ohio law if a tenant misses the deadline for paying their rent, then all the landlord needs to do is submit a three-day notice and if the tenant isn't out in three days, then the landlord can initiate eviction proceedings. There are only five states in the United States that currently don't have legislation that provides additional protection to tenants who are late on their rent. Ohio is one of them. In response, there are several communities in the state of Ohio that have passed both temporary and permanent pay to stay ordinances. Cincinnati, Dayton, Yellow Springs, Akron, Lakewood, South Euclid in Toledo. The way that I have drafted this ordinance, there are three steps of protection for the residential tenant. One is prior to the

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initiation of eviction proceedings, so prior to the landlord filing the eviction action in the court of law. That would allow the tenant to pay their back rent and any late fees. In order to avoid the eviction complaint from being filed, if it is filed then they would be able to utilize that payment as an affirmative defense. The second step in the process is after the eviction has been filed but before the eviction has been granted. The tenant again could pay all of their late rent in late fees and tender that payment to the landlord and use that as an affirmative defense to avoid eviction. The third step in the eviction process is after the eviction has been filed and after the eviction has been obtained but prior to set out of the items of the resident, the resident could again tender all of the late fees and late rent and request a hearing to determine if the set out should proceed. This is an affirmative defense that would be provided to the tenant. Now there is an elective provision that I have included in there that would limit the tenant's ability to use that affirmative defense to once in a calendar year. So, they could only do that one time in a 12-month period. They don't get a second bite at the apple during that same time. There is going to have to be some discussion on this legislation and on some legislation later about home rule analysis on this legislation as this Council I'm sure is keenly aware we do have home rule power under article 18 section 3 Of the Ohio constitution. The ability for these cities to be able to pass this ordinance and for this ordinance to be enforceable depends on passing or surviving home rule scrutiny. There is a three-step process for that. The first step is to determine whether the ordinance itself is an exercise of police power or local south government. An example an exercise of local self-government would be our charter, that's the primary exercise of local self-government by the city of Reynoldsburg. Its sets forth our structure of government for the city and the power of each individual office. That's local self-government. An example of police power would be your zoning code. That's an exercise of police power. If it's an exercise of local self-government that is within the power of the municipality and it doesn't go through any further scrutiny at that point. This ordinance would be an exercise of police power. The second step in the home rule analysis is to determine if there is a state general law in the same area. In the state of Ohio, we have two different chapters that address landlord and tenant

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relationships, most specifically chapter 1923. This addresses forcible entry and detainer actions, eviction actions that are filed in the state and it sets forth the process for those actions. It is very clear that section 1923 is what we call general law. It's an area where the state can impose a law that applies across-the-board regardless of status or community that you live in. If it's a general law then it goes on to the third step of analysis. The third step is whether the ordinance itself conflicts with the state general law. In this case the argument would be that this law does not conflict with chapter 1923. Chapter 1923 is silent about pay to stay. It doesn't permit it and it does not prohibit it. If our ordinance is not prohibiting something that the state law permits or permitting something that the state law prohibits, the city has home rule power to act. This is an item of legislation that has not yet been challenged in the courts of the state of Ohio. Communities that have passed this ordinance have done so within the last couple of years during the pandemic era. So, they have not yet been subject to that kind of scrutiny or three-step analysis that we talked about. There is very good reason however to believe that if the ordinance were passed by the city in those cities that they would survive such home rule scrutiny, but could not guarantee that. So, there would be some level of uncertainty if the city were to proceed with this particular ordinance.

Councilmember Bryant
I will start off the discussion since this is on as a work session. I am encouraged by the fact that there is a limit to one use for the calendar year. But I also wonder in order for an avoidance of anybody that might try to take overly advantage of the situation. The only question I might have there would be if you have somebody let's say who rents a place in November and they have to use their option in December and then turn around and there's another option in January because they are two different calendars, I wonder if maybe we can put in something along the line of per lease term as opposed to per calendar year? I think that might help a little bit in my mind. Do we have any thoughts on that?

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President Jenkins
I think that that sounds realistic. You should do that so that the person is an able to do it within a few months.

Councilmember Bryant
Just and being fair all the way across the board because particularly in a new lease term we don't want somebody to be able to use it twice in that same lease term. Where you've got somebody who has cleaned out the place and got it ready for a new renter, not to mention the expense of filing fees in court. I know a lot of landlords do their own eviction work but there are a lot they don't. It could also curb attorney fees that the tenant could ultimately get hit for.

Attorney Shook
So, there is as we talked about it as I mentioned eviction provisions. I did not put this into the ordinance but this is an elective provision that Council could choose to put on it if you like to proceed, which is that after an eviction is filed or before it's granted, you can require the tenant to pay the landlord's attorney fees to avoid eviction. There are some communities that have done that and some that are not with the attorney fee provision.

Councilmember Bryant
Yes, again I'm just wanting to make sure that we keep things under control for both the renter and the landlord.

Councilmember Salvati
my initial comment is a little more naïve than Councilmember Bryant in that so when I saw this legislation, I was not familiar with this type of legislation so I did some research. I found most of what you so eloquently explained to us, one of the things that I found interesting, I didn't do hours and hours of work but I struggled to find any negative or counter arguments to this kind of legislation. Maybe I just didn't dig deep enough. One of the things I looked up they were saying it was one of the few things it ever did where both landlords and clients were in agreement

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but I can't imagine that's 100% the case. I was curious if you as a counselor could play devil's advocate and give me the counter argument that landlords may have against us.

Attorney Shook
Well, the first and most important counter argument is that this is an issue that doesn't invoke some gray area of our home rule power. I can tell you as an attorney I don't like uncertainty, I'm not a fan of that. I would feel a lot better this is something that had already been challenged in court and the court has already spoken on and we can move forward with some level of certainty. I think that if a landlord is going to challenge this ordinance, they would argue that again this is an exercise of police power, there's a general state law and it conflicts because the state does not already provide an affirmative defense to tenants. I don't think that argument would fly but that would be the argument that it is a conflict with that general law. The more practical counter argument would be and I can just put this in perspective of someone who has represented landlords. There are landlords that will evict someone for late payment or rent. The tenant will try to pay rent and they will reject that payment and it's not about the money it's because they have issues with that tenant, personality issues maybe. That would be a counter argument that it would take away their ability to be able to evict that person.

Councilmember Cotner
Shouldn't the landlord have the right to evict that person? I mean there is a lease, a legal document that that tenant willingly entered into and I still think that it does counter what the state says because the state lays out a very clear path of what the landlord has to go through, he can't just go in and start throwing stuff out on the curb so we're kind of changing the rules a little bit.

Attorney Shook
The simplest example I could give and how the conflict analysis works would be so under the state law possession of marijuana is a minor misdemeanor like a traffic ticket. There are several communities that have marijuana charged as a

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misdemeanor of the third degree, meaning you could do jail for up to 60 days that would seem on the surface to conflict with state law but really, it's a supplement to state law and the argument here is that this is the supplement to chapter 1923 not a conflict with 1923. The policy behind it and whether you guys choose to go through that's between Council.

President Jenkins
What is the law for eviction as far as the process? I know I heard in Cincinnati the reason why they put this in place was because of the small window that the landlords had to evict someone if they were late paying the rent, so do we have something here where there is a number of days that you can be late before the eviction process starts?

Attorney Shook
You can be one day late before they start the eviction process.

President Jenkins
OK and that's what it was in Cincinnati and that's why they were seeing a large number of infections, especially during Covid because of the one day.

Attorney Shook
Correct. Ohio's one of five states that has it like that where if it's one day late you can be evicted.

President Jenkins
I was given some numbers from Carlie Boos who is the executive Director of affordable housing alliance of Central Ohio and according to the 43068 ZIP Code there was a very large number of addictions in 2021.

Attorney Shook
Perhaps as you know, we have a large portion of 43068 that's not in the city.

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President Jenkins
It varies I believe according to the breakdown of Franklin County, licking County and Fairfield as well. She had brought to my attention that there was a large number for that ZIP Code.

Attorney Shook
Yes, I'm not surprised by that.

Councilmember Salvati
This would only cover an eviction where the person being evicted could actually pay their rent. There's probably a large number of evictions where this wouldn't even matter because the person being evicted can't pay their rent and they still can't pay it no matter what. Are there a large number of cases where, I know you don't know the actual percentage but if there were 100 addictions, one in 100 where they can actually pay their rent?

Attorney Shook
Most of my experience is anecdotal. As an attorney who practices in this area, there are a fair amount of people who will show up to the addiction hearing with money in their hand in hopes of avoiding addiction. There is a fair amount of people.

Councilmember Bryant
I do think that one of the issues we have in a lot of incidents is that many tenants don't know what their rights are. At one point I think we had suggested a tenant bill of rights or something along that line to inform people. Again, it takes us back to how we get the information to everyone. Councilmember Lawson-Rowe and I had a conversation with some constituents a while back who had suggested maybe welcome packages to a new residence of Reynoldsburg. I think we had heard a story about someone who didn't understand it was their job to cut their own grass. Which to us seems crazy I think, why wouldn't you cut your own grass. But it was their first time renting a place that had grass that had to be cut and if I recall

the story correctly, they asked a neighbor when the city was coming to cut the grass. I do think that if we could put together something that outlines a tenant's rights that's available to them on the new website whenever that happens, advising people of various rights that they do have such as contacting your office or code enforcement and saying you know I have this dangerous condition in my apartment, would you please come out and look at it. I've been calling my landlord for the last six months and they won't do anything. I think that is something, and advising that there is an escrow program when you have a situation like that, I think it would be helpful to have such a thing, an informal guide if you will.

Attorney Shook
Yes, various municipal courts I know of in Franklin County in Licking County have pamphlets that they provide to people regarding tenants' rights, in addition, usually legal aid society and licking county they have southeastern Ohio legal aid society. They will have on their website tenants' rights, so we can provide links to that. I don't think we want to be in the business of providing….

Councilmember Bryant
No, I think at least either just a cursory thing like if you have questions call the legal aid society or that sort of thing because when they're coming in the court on eviction that's not a time to tell them what their rights are because that ship has probably sailed for them. I have seen any number of situations where someone says well, they are not fixing this or the other and I'm not paying my rent. To a lay person who is not involved in that as an attorney, court personnel or even a landlord themselves, there are a lot of things that they don't know and find out too late. Escrow being one of those available programs for people who are struggling with something like that where people don't understand you have to be current on your rent to put your rent in escrow. To serve the purpose of escrow for rent you have to give the landlord notice in time to correct. I think these are all some basic tenants that get a legal aid or court pamphlet from whether it's Franklin County,

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licking county available for all three counties, whatever that may be, I think that would be a good link at least to add to the website.

Attorney Shook
I believe the administration could add that.

Mayor Begeny
Given we are in the planning stages of the website that would be easy enough. We also have our community guide that we are in the final stages of polishing off. A number of those agencies are mentioned in that guide but there's nothing specifically, I don't believe that kind of focuses it to tenant rights. It's more services that are offered through Franklin, Licking and Fairfield County. You would have to go through those, I don't know if we are at a point where we are able to make any last-minute edits but we can take a look at it and then obviously moving forward with the community guide we can do that. But as far as the grass, we actually have something very specific in there about those responsibilities and local household things.

Councilmember Cotner
I think that's a great idea to share as much information and help people as we learned and heard from so many residents in the trailer park community, there's a lot of tenants that don't know their rights. There are a lot of landlords that will absolutely pounce on people and most landlords are good, most small landlords are good but there are absolutely those that will take advantage and being able to inform people I think is wonderful. Whatever we can do to help. I think this is a great idea, the website is a free resource that we've got at our fingertips providing things. I have had numerous conversations through the years of talking to tenants that don't know their rights and they have no clue about escrow. I can guarantee you we've had those conversations and they don't know what to do so being able to help them and provide those things are wonderful tools that we have the ability to share. I think when we talk about something like this, we're going to a step that puts the government superseding that group met with a landlord and tenant and

they've opened and entered into willingly and there's a process that landlords have to go through to evict someone their expenses that they go through if we're going to include something like this putting in attorneys' fees and limiting one term. Those are things that make it more palatable but I'm still hesitant to continue to push what we get to tell property owners and tenants how they're supposed to operate their agreements. They're adults, they're able bodies, they're receiving benefits anyway already, whatever it might be I'm just hesitant to go further and push into the role of government versus the role of the individuals.

Councilmember Bryant
Yes, I certainly understand that. I appreciate your expressions here because I think a lot of us get lost in the fact of trying to protect people during this pandemic and by and large the bigger complexes that are so quick to evict they are going to do what they are going to do. This could help those people in that situation. I think at least in my personal experience in my experience as an attorney, dealing with addictions, you don't see a lot of people that understand their rights and I can count on one hand in over 16 years how many times I have had someone tell me they have read the lease. The smaller landlords who are not beholden to a corporation or a complex, they are going to be more quick to try to sweep the place out and clear them out where at least when I've dealt with private landlords depending on that person situation, they may be in a position to say alright well I'm going to give you an extra week or I'm going to give an extra 10 days but there are other companies out there that don't hesitate and they will not work with people in so we have to strike a balance for the people that live in the community and protecting the people that are most vulnerable. And those that are most vulnerable are honestly probably living in complexes that are a little less desirable and that's where you find the people that are least knowledgeable of their rights. At the risk of over regulating, I think we need to find a way to protect them without throwing landlords under the bus.

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Councilmember Cotner
I think the other part too, not only they don't know their rights but they don't know how to exercise them. People have heard they can put their rent into escrow but they don't know what that means.

Councilmember Bryant
Cracked. Per Cicely, and that is the conversation that I've had more times than I care to count. In all honesty if somebody is that problematic as a tenant there are generally other ways to evict them. Whether they have got people that aren't listed on the lease and are violating their terms. I do think given the climate of the pandemic, I don't see a problem with taking this on to another level as long as we are limiting it to either, I would prefer to see one per lease term.

Attorney Shook
My suggestion would be to structure the language so that once you have exercised it you can't use it again for 12 months.

Councilmember Bryant
That's fair. I think that would appease me.

Councilmember Salvati
I don't necessarily oppose this going further for more debate but I have to wonder if in listening to your conversation this legislation would be yet another thing that renters don't know that they can do, in the list of many things that they don't know that they can do. I don't know if that's a reason to debate it or not to do it.

Councilmember Bryant
Yes, we can have conversations all day about how we reach people and how we inform people. I think in part of the conversation that we previously had about rental registry and other issues surrounding this, absolutely people do not know what their rights are. And it's not just limited to the landlord tenant issues, there are so many things. All we can do is put the information out there and make it

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available to people and try and put it in a place where they can find it. That's the big thing. Obviously, the upcoming website will be more user-friendly and so we can actually convey that information that's going to help a lot. If we were to put together some sort of welcome package like we had discussed a while back where we can tell them all right here of your rights, here is how you find out how to pursue them. Something basic, even calling these people. I just had a conversation with a colleague who had the secretary and said they were the best secretary because they always knew who to call when there was a problem. The average person doesn't have a secretary in their life so we need to maybe not give them the information but say at least here's the people to call or here's a list of people to call. I think that would get us a little more traction.

Councilmember Cotner
We had commented that one of the legislations had included attorney fees in there, where is that and how can we fit something in like that for landlord protection.

Attorney Shook
I can't recall off the top of my head which communities were in there. It would not be a difficult fix. I would probably just throw it into subsection B and C, under how the right to pay landlords all past to rent reasonable late fees, attorney fees, court costs.

Councilmember Cotner
I think that's the most reasonable if the landlord has gone through that process, maybe step one the first day they miss rent but after that I mean at least the time in money that they invested into something to be considered as well. The other question is finally on the last point F, where now or setting what the late charge can be, which is reasonable and again I don't aside from the predatory landlords that might be jacking prices up for a purpose, again people have to have some responsibilities when they sign the lease and that's what I'm sitting here thinking all these rights that they have there in those leases. It tells them what they can do.

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But they can't charge a late fee in excess of $25, is that $25 after one week or two weeks or a month and they're like I owed you a past due month and I only charged $25, it's kind of limiting the landlord a little bit more, and I've written leases and $25 if you're a weekly or three days late but then it's going to go another $25 or $10 a day when you get beyond a week or something like that. It's extensive, I've got to pay that $25 but as long as I get by this week it's not as bad as five dollars a day running after that. We are really limiting what landlords can completely do right there.

Councilmember Bryant
I think some sort of a progressive rate would make sense. In your research did you see anything along those lines?

Attorney Shook
In all of the communities that have pursued this legislation and passed this legislation, the $25 or 5% of monthly rent has been the provision, I didn't see any community that distinguished from that. Now keeping in mind $25 would be 5% of a $500 monthly rent.

Councilmember Baker
So, you talked about going to court and the judge ordered the eviction, so when does the tenant have to be out?

Attorney Shook
Legally, they are supposed to leave when restitution is ordered by the court. If they do not leave then the courts bailiff will go do what we call a set out and it's just like it sounds they will set the property out. On the lawn or the sidewalk.

Councilmember Baker
So, my question is since day one rent is due on the ninth and come to the 10th rent is not due, eviction, three-day eviction?

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Attorney Shook
That's what they are able to do, in my experience I will tell you that most landlords do not initiate eviction proceedings the first time you're late on rent. They usually do that if you become habitual, I can't say that for all landlords but they usually do not evict the first day you were late on rent the first time.

Councilmember Baker
I have not rented a place in a long time so I'm really rusty on the process. In order to stop the ball rolling on an infection, can we just allow a five-day grace period before it starts? That's five business days because life happens you know, your cars jacked up and you got to take part of your rent money to fix your cars and go to work so you can pay rent. I get that and, in some places, they pay the workers weekly so biweekly on others. But a five-day grace period from missing your rent due to give you some time to come up with all of your rent or part of it. Instead of automatically starting the proceeding of getting kicked out. The landlord will still get their money, they can still kick a person out for not paying the rent after the five days. It's only five days. Especially your small owners, that's their livelihood they have to be able to get that money to turn over the unit so they can make their money. Maybe a five-day grace period and if you don't have rent then the proceeding starts in like councilmember Cotner said, the tenant has to take some responsibility because it says stated right in the lease that if you don't pay your rent by this time there's a potential that you can get kicked out but life does happen. Maybe a five-day grace period and after that.

Attorney Shook
Not in the state of Ohio but in other states they have a variation of what you're suggesting. Typically, you have to give them notice that their rent is late and you have to give them a deadline of which to get caught up. States where you see that are Alabama, it's seven business days, Alaska seven business days, Arizona five business days, Arkansas three business days. Typically required to give that written notice to them that they are late in rent and then identify the date in which they have to get caught up. My only concern from a legal perspective of doing

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that here is that we are the only community here in the state of Ohio doing that. I'm not a big proponent of standing on an island alone if you're going to get challenged in court. It's nice to have other communities that have a stake in the outcome of your case if you're sued.

Councilmember Bryant
Just for the record of my experience, I've not seen a lease in 25 years that didn't at least give that five-day period from the beginning. Every lease that I have seen usually says rent is due on the first and if you haven't paid it by the fifth, we're going to start adding the late fees and generally speaking people don't get evicted or get that three-day notice. I've never seen anyone get a three-day notice without being at least two weeks behind on rent. Most people don't bother with it and if they do, the ones, a lot of the companies that I have seen if they can't reach the tenant to find out hey what's going on with you, they may go ahead and put that three-day notice on the door and now a three-day notice is very simple. You're late, boom, notice tacked on the door. You can get that on a Friday evening and go pay your rent on Monday, they haven't done anything by then. By the time you actually get into an eviction court you're probably at a minimum of three weeks behind. Most are going to give that five-day grace and even if on day six they give that three-day notice that puts you at day nine and usually there is a weekend thrown in there somewhere and then you have that three-day notice and can file that eviction complaint and you're waiting for a court date at least a week away if not two. I think that if we can maybe put some sort of cap on the length of time that you can be behind and remedy this because you may have a small private landlord who is sympathetic to someone's situation and gives them some time and they still don't come through with what they said they were going to, generally most people get two paychecks a month. If they don't have it in time to pay that first round of the rent, by the time they are actually facing a magistrate and eviction court there are at least two weeks that have gone by and most people get paid at least every other week or twice a month. Unless you're one of the big complexes around town most people aren't quick to pull the trigger on actually filing an eviction, at least that's what my experience has been. We are trying to

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balance the interest here. The least amount somebody in eviction court is behind that I've ever seen is three weeks. At three weeks you should've had at least another paycheck theoretically.

President Jenkins
Does the landlord have to accept it?

Attorney Shook
No. In fact when we talk about the three-day notice, it's not a three-day grace period. It's a three-day notice to leave or I am going to file an eviction. It's not three days you have to pay rent.

President Jenkins
So, the one-day eviction then can stand?

Attorney Shook
Correct.

Councilmember Bryant
Yes, theoretically you could have somebody miss rent on the first, get their three-day notice on the second and maybe be in court within two weeks but that's honestly about the fastest he would get.

Attorney Shook
Probably in Franklin County. In other counties, you could get in a little quicker. Licking county…

Councilmember Bryant
Yes, it's variable. And since were playing in three particular sandboxes, it's certainly a valid question and something to be considered but in Franklin County I think if anybody did an informal poll of the magistrates that handle eviction court,

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I think they would all tell you that anybody who comes in front of them for an eviction is at least two weeks behind, usually more.

Councilmember Baker
Seems like the concern is the landlord not accepting money after, maybe you don't get paid until the next day and most landlords would be like OK that's fine. Some might not like you so they are not going to do it and they'll give you the three-day notice and not accept, so I think the question is the landlord accepting the money after the deadline?

Councilmember Baker
Generally speaking, from my experiences, they would rather have their money but there is always a circumstance when there are other issues that play, which is why I think limiting this to one time is critical. I think the best balance we can come up with is limiting it to one pearly cycle.

Councilmember Baker
There has to be a balance because I really don't want to tell a landlord how to run their business.

Councilmember Bryant
The general concept that we run into a lot there is the concept of waiver. So, if you have John Smith as your tenant and John may be paid the rent the first time and every month he gets later and later and later and paying it. If they are getting later and later, usually if it's a private landlord that's going to be a little more prone to needing that rent payment to pay the mortgage on the property and keep that going, that's also something that's an issue. You've got folks who own property out right and it's not going to hurt them if they have to chase somebody a little bit but then you have folks who decide already. I'm going to get some investment property and they are paying the mortgage while the occupant is paying the rent. So, we have to be careful of people who are in that situation. But people that are in that situation also don't want to put forth the money to hire an

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attorney, pay the filing fees to get the person out of there and so most of the people who are in that situation tend to be a little bit more judicious and deciding if and when to proceed on an eviction. There's a lot of different circumstances that can come in to play whether it's a private landlord or a commercial complex. I would ask before we close on this for tonight, President Jenkins you were the one who brought this forward, did someone bring this Tom you?

President Jenkins
Someone in Cincinnati mentioned that they were doing it there because of the one-day election and then Carly as I mentioned I had mentioned about the number of evictions in 2021 for the ZIP Code and it was pretty high. I believe evictions probably occurred more during Covid probably but when you think about the number that it was in 2021 being high and then you start to look at the law being the one day which I think is a little extreme. If someone were to go past that one day, they can be evicted no matter what, it's up to the landlord's discretion whether they want to take partial payment or no payment.

Councilmember Bryant
One of the things that helps in the instance of a person who is chronically late, is there is also the legal principle of waiver and so if you've got somebody who is accepting late rent on a regular basis, it gives them a little more latitude but I have not seen anybody file in an eviction less than 10 days late.

Councilmember Salvati
For the record there was a social media comment that said affordable housing, official affordable housing all have a five- or 10-day grace period come which just supports what you had already said. I need to confirm that but it sounded reasonable.

Councilmember Bryant
I think if we were to do an informal poll of landlords around the City I think they would probably tell you that they don't even think about putting that three-day

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notice until day 6 at the earliest. What would you all like to do, I'm going to leave it up to you all? I'm going to say let's do a second work session since no one is going to speak up on that.

Attorney Shook
I can provide competing ordinances based on what has been suggested tonight just to provide what options would be.

Councilmember Bryant
And perhaps maybe we could have something along the lines of some sort of maximum on how late they can be and still be able to do that, there are people who will be multiple months behind before their landlord said all right, I've had enough. I think that also might be something to look at. If they are more than a month behind, I don't know if we should necessarily protect that.

Attorney Shook
I will coordinate with you as the committee chair with Council President Jenkins to send you a copy of the draft and you can add additional suggestions for the next council meeting.

RESULT:	**REFERRED TO COMMITTEE**	**Next: 1/24/2022 6:30 PM**

Public Service & Transportation Committee

This is the Public Service & Transportation Committee meeting for January 10, 2022.

Members in attendance are: Councilmember Cotner, Councilmember Lawson-Rowe, Temporary Chair Strickland and President Jenkins.

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Election of Committee Chair

Councilmember Strickland
The committee must select its chair and vice chair, there will be an election of committee chair. I will open up the floor for nominations for the chair of the Public Service and Transportation Committee. Individuals may nominate themselves with a second.

Councilmember Lawson-Rowe
I recommend you, Councilmember Strickland.

Councilmember Strickland
Thank you, I accept the nominations. Nominations are closed.

Councilmember Strickland makes a motion to nominate Councilmember Strickland as chair of the Public Service and Transportation Committee. Second by Councilmember Cotner. Motion carries.

Election of Committee Vice Chair

Councilmember Strickland
I will open the floor for vice chair nominations, individuals may nominate themselves within a second. Is there any nomination?

Councilmember Lawson-Rowe
I nominate myself.

Councilmember Strickland
If there are no other nominations, the nominations are now closed.

Councilmember Lawson-Rowe makes a motion to nominate Councilmember Lawson-Rowe as vice chair of the Public Safety, Law and Courts committee. Second by Councilmember Strickland. Motion carries.

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Work Session

AN ORDINANCE TO ESTABLISH CHAPTER 703 SINGLE-USE PLASTIC RESTRICTIONS OF THE CODIFIED ORDINANCES OF THE CITY OF REYNOLDSBURG --- Strickland. Public Service and Transportation Committee.

Councilmember Strickland
This item is being discussed as a work session only. We have a guest speaker who will speak on this proposed legislation. Welcome Elizabeth Elman. She is the chair of the Bexley Environmental Sustainability Advisory Committee.

Elizabeth Elman
Bexley Environmental Sustainability Advisory Committee
Thank you so much for having me. I am here to talk about the single use plastic bag band. We have been working on this in Bexley for quite some time, we first started the band January 1, 2020. We had a great 2 1/2 months and then we put things on hold for a bit, we started things again the beginning of last year. Just last week we started phase 2, which I will get to. Just so you know this slide is the one with the most words, don't fear, the rest of the presentation isn't like this. Whereas it is estimated that 4 trillion plastic bags are used worldwide every year. Only 1% of them are returned for recycling. We throw away 100 billion plastic bags annually, that 307 per person. 32% of our plastic packaging is flown into oceans. Plastic bags are used for 12 minutes on average. There are so many studies on the negative effects of plastic bags blocking our storm drains, getting caught in trees, etcetera. Microplastics are now prevalent throughout our world and our bodies. Single use plastic bags cause operational issues at recycling processing. X, Y and Z. The City of Bexley issued a single use plastic bag band and we also encourage you to do the same. This is a small number of places where municipalities have issued these bands. Bexley is a very small community but Cuyahoga County is also working on a band. Entire states have these bands as well as countries such as Kenya and the <INAUDIBLE>. Bexley began working on this in 2019. We began in 2020 and then again in 2021. We started phase 2 just 10 days ago. There are a handful of steps we took to implement this band. The first was to brainstorm and then, amongst ourselves and Council we then got feedback amongst our retailers

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and the public. We then put our ordinance into place. We publicized it and then hit our roll out. We are constantly evaluating how things are going and then we're expanding. So, the first part of the brainstorming process is what is the goal? So, for us we are in close proximity to Alum Creek. We really wanted to reduce litter. Bexley City Hall is right next to one of our two largest retailers. It's Giant Eagle. There were always a handful of single use plastic bags in the parking lot. Litter in the creek, in the parking lot and throughout the city was something that we wanted to get rid of. We questioned what would this look like for us? For us it was not only getting rid of single use plastic bags but also encouraging residents to reuse bags but also encouraging residents to reuse bags. So, not just go to paper bags that are again one time use only but also to get people into the habit of bringing their cloth bags into the store and again or even to reuse the paper or plastic bags that they already have. We wanted to know how we were going to get there. For us that was a lot of working with our retailers. Like I said, we have Giant Eagle and the only other large retailer we have in our small City is the CVS. We thought about what items we wanted to include. The single use plastic bags at the point of purchase, that's when I go to Giant Eagle and I want to buy my groceries but for example if I get some meat that can be put in a plastic bag or produce, it's the point-of-sale bags that were banned. That was the initial ban and just 10 days ago we are working with restaurants to reduce cutlery plastic take out containers, plastic drink straws and drink stoppers. Those were the items we were including. How were we going to get retailers on board? Our Mayor worked very hard without local business community to get buy in from them. Prioritizing reusing was something that was very important to us. And how are we going to enforce it? Granted enforcement has been a little difficult for us, especially because our start and stop process. We continue to work with our retailers on enforcement. We do have a fine mechanism in place but that is not something that we have utilized consistently. The second phase was feedback and buy in from both the retailers and the residents. Like I said the Mayor worked hard with our business community, with the chamber of commerce, with the heads of Giant Eagle and CVS to figure out something that would work both for us and for them. And some feedback from some residents as well. It's important in getting

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everyone on board. We then worked on an ordinance, much of our ordinance came from California I believe. Before we reimplemented in 21, after covid we did make a few edits but most of what we had was stuff that already worked in California. Publicizing was something that we worked hard to do. There were articles I think in the Dispatch as well as our This Week News Paper. We have a local magazine that goes out and the City's Facebook and a quarterly newspaper. Giant Eagle branded this as a pilot City where they are working on their companywide roll out of banned single use plastic bags. So, they held an informal get together. Another we did to roll out was provide signage to the retailers. Some other publicizing that we did, this is what we had gave to some of the retailers. We also instituted take a bag leave a bag program which were boxes. One was at City Hall; one was at Giant Eagle and one was at CVS. You can see in the picture it's the wooden box where people could leave extra bags that they had to encourage people who were at the store who had forgotten their own bags to reuse one of those. We then evaluated. So, we were definitely seeing fewer bags throughout the parking lot and the City as well. We have been in touch with the businesses to find out how they are doing throughout this whole process. Also, think about people remembering their bags. We often posted on social media, pictures of the store and encouraging people to bring their bag or if we saw someone with their bag, we ask to post it and say they did a great in remembering to bring their bag and negating their use for single us bag. Expansion is something that we just started and because of the issues with the restaurant supply chain, this year is going to be focused on education and putting things into place with a more structured approach next year and we are working to decrease the amount of cuddly used at restaurants and this is something we are able to do because Bexley has a curbside composting program. It's important if they use compostable items that they have a place where they can get composted. Something else to keep in mind is the state regulations. We were working on this as the state was going through their HB 240 to process. I'm sure that you have heard of the ban on the band. That's actually a misnomer. They don't ban bags. They ban a fee imposed on the consumer. So, when we first started our ordinance, the retailers were mandated to assess a $.10 fee on every bag that was in part to offset the cost of

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paper bags which are more expensive than plastic bags. Also, as an incentive we encourage the consumer to bring their own bag. And the state didn't say that we couldn't band single use plastic bags so we just took that portion out of our ordinance.

Councilmember Salvati
I am a scientist up here so I am super sympathetic to the problem we have with plastic. But I'm also a guy that's not a fan of banning things. When you were doing a lot of the early legwork work with this did you consider, I love some of the things we saw here like providing tons of bags to retailers and doing the take a bag and leave a bag. I was a bring my own bag pre Covid. I really been frustrated the last couple years so all the stupid plastic bags I've collected, they just collect. There is a way to recycle the bags, it's not easy in even when you do take them to the stores the recycle bags are usually overflowing. I wonder if we as a community couldn't do some of the things like encouraging the people to do grassroots leave a bag take a bag here some bags you can have encouraged giving away bags and increased ease for those who still want to use a plastic bag for those to recycle them. So do all of these things and then maybe the actual outright banning won't be needed. Do you think the ban is the key or that outreach?

Elizabeth Elam
I think the outright banding is the key. Because we truthfully don't have time to wait for everyone to get on board in their own right. I will also clarify that the ban is on the retailers, they cannot provide a bag. It's not on the customer who would still be able to use a plastic bag if they chose to bring one. We received feedback from some of our elderly residents saying that paper bags were harder for them. We made sure then that the take a bag, leave a bag had other plastic bags that people have gotten elsewhere so that people could use one of those bags and reuse them. So, it's not that they couldn't reuse them. The store just couldn't provide it for them.

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Councilmember Bryant
I am also leery of outright banning and in looking at our recycling agreement that we have we can't put plastic bags in our recycle bins so the only place we really can go is the grocery store. Most people don't think of it, we do have a dog so they get used there. How many locations would you estimate they that you have the take a bag leave a bag.

Elizabeth Elam
We have 3. I don't think the retailers have put them back up since Covid although we have been encouraging them. We have City Hall, giant eagle, and CVS. I will clarify by saying that I don't think any recycling agency in the country or probably the world accepts those kinds of bags. They really interfere with the recycling system at Rumpke. They have to shut down their machines every so often and multiple times a day because it gets clogged with the single use plastic bags. If you take the bags back to the grocery store, they get turned into composite benches and decking.

Councilmember Lawson-Rowe
While I applied Bexley, I'm thinking in terms of my ward, word for with the vast number retail outlets. We have Walmart beauty supply stores restaurants retail stores like marshals. So national chains, we also have small businesses, restaurants.

Elizabeth Elman
We have three large retailers. We have 25 restaurants.

Councilmember Lawson-Rowe
What's the blind spot? I don't know how many businesses we have here in Reynoldsburg and what sort of impact you will be having should this band take place, from a legal standpoint in terms of large retailers or small businesses. How would we be impacting them?

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Elizabeth Elman
A lot of the retailers are already incurring this and states like California, Vermont, Washington so CVS already had a system in place. Giant Eagle has a plan to reduce single use by 2025. They called us and stores in Cuyahoga County pilot cities to get this started.

Councilmember Lawson-Rowe
I'm a fan of it. I despise the number of plastic bags that we have collected in our kitchen and I get them out. I just wonder how we as leaders can help change their behavior rather than telling people what to do. I want to help change that behavior.

Councilmember Salvati
I was going to make a comment and say that, obviously Bexley just didn't put this on as a legislation, they went through quite a process. I'm wondering if we were going to do this if we couldn't simply start that process and possibly get a stakeholder committee together which would be Kroger and Walmart. Just see what their thoughts are, we would have to get buy in anyway. Let's start at page 1 right.

Councilmember Bryant
I'm curious about what sort of feedback you've gotten from restaurants and people that are making purchases and people making carry out purchases from restaurants. I doubt anybody in this room has never had the experience of having food leak out of a container and sometimes you're like oh thank goodness they gave me in plastic bag.

Elizabeth Elman
Not to say that I didn't expect this question, but thank you for bringing it up. We are more lenient with restaurants for that reason and specific purpose.

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Councilmember Strickland
Can you talk a little bit more about some of the concerns of the residence and the businesses? How are you all able to encourage them to move forward and get on board? Also, what is some of the cost that the city had to incur regarding this project?

Elizabeth Elman
We didn't have that much of a cost. However, we did provide a small grant opportunity to stores that applied for a small grant to help offset the purchase. I think paper bags are 5 to 10 times more costly than plastic bags. So, we did create a small grant, only two stores applied so I think we're able to supply them with $12-$1300 to help offset the cost. Regarding the feedback there hasn't been a whole lot of feedback. There hasn't been a whole lot of negative feedback from the stores themselves. There was a little bit of angst from restaurants when we were getting ready to implement phase 2 but we're working with them this year to help guide the transition and ease them into that. Everyone was pretty OK with it. Bexley has been recycling for 30 years and we have a curbside composting program. These are all sorts of things that many of the residents and businesses are eager and willing to do to help protect our planet. From the residence we've had a lot of positive feedback they're really grateful to not see so many plastic bags around the city. After some getting used to, they were able to remember to bring the reusable bags to the stores. There is a process where they can contact us if there is any feedback. We just haven't received much negativity about it.

Councilmember Salvati
Just out of curiosity, one of the things that I've seen when I read at other locations is that sometimes a lot of negative feedback from people who love their plastic bags or use them for pets, and they aren't single use, they use them. There is an argument, I'm not sure if it's a good argument but they are arguing that people who have pets are just going to go and buy plastic bags and do what they were

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going to do with their Kroger bags anyway. Like I said I don't know if that's a good argument but I just wonder if you had heard anything like that?

Elizabeth Elman
We heard a little bit about that. But again, one of the main reasons we implemented this was because of the litter. We found more likely that grocery store bags will be rolling around the parking lot rather than bags that were purchased for dog use in specifically for that purpose.

Councilmember Strickland
I like the idea of maybe bringing some of those stakeholders, CVS, Kroger to the table and really getting the value from them. Those larger corporations versus a small business owner that may have that huge of an impact. I don't know where that conversation actually starts, here with the city, I'm looking at the mayor. I really think if we could get those stakeholders, the large corporations, the Walmart on board, for a city of our size, maybe that something we could start the conversation with or help facilitate some of those conversations. When we talk about comparing Bexley in Reynoldsburg and where we are today with the corporations it is a difference. We have to be able to tackle that conversation may be a little bit different.

Councilmember Bryant
With the Don of the pandemic, the idea of grocery shopping online and then going to pick it up has picked up more than ever. What are your grocery stores doing in that regard?

Elizabeth Elman
Giant eagle is our only grocery store within the city limits and they do not have curbside or delivery.

Councilmember Bryant
OK, I think that is something we certainly need to consider.

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Elizabeth Elman
Kroger does also have plans to go to no single use plastic bags by 2025 the last I checked.

Councilmember Salvati
Amazon uses paper bags for their fresh and now deliveries.

Councilmember Lawson-Rowe
I know you shared some of the incentives. Are there other incentives that Bexley discussed that were not implemented or other incentives that you could share that would be helpful in our discussion?

Elizabeth Elman
We gave them some publicity online, but I don't believe there were any other incentives. It was an ordinance and then a law that went into effect.

President Jenkins
The give a bag take a bag, was that done with the residence or did you start with getting bags from somewhere else, were they donated by anyone.

Elizabeth Elman
I had four in the backseat of my car that I put in the backseat initially and I took a picture and I post it online and said this is the take a bag leave a bag in CVS and please take a bag and leave a bag so that we can encourage reuse. We are also looking into creating a bag to distribute to all households in the city. We plan to do that at the beginning of the implementation but it hadn't panned out. But at least give everyone a bag to use. Something else that we have done is T-shirt and bag workshops. So not even reusing bags but using what you already have. T-shirts make really good reusable bags. We've done a few zoom workshops,

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especially with little kids to show them how they can use them and save the planet.

Councilmember Bryant
I would also suggest if we are going to do something like this, we do have a number of blessing boxes around town. I think that would be a good place to piggyback.

Councilmember Lawson-Rowe
Tim piggyback on Councilmember Bryant, if we had a place we could take our single use supermarket bags, not only to the supermarket but at the blessing box, here at City Hall, that would help to drive some behaviors in advance.

Councilmember Strickland
Are there any suggestions on what we should do next?

Mayor Begeny
If we do want to reach out to the businesses and work with stakeholders that is going to take a considerable amount of time as far as a legislative point of you. I would have no idea but the number of retail establishments that we are going to have will be quite widespread. So, I would be very patient as far as putting through legislation that best.

Attorney Shook
I would be remiss if I didn't at least address the legal issue with this particular ordinance. We talked about home rule analysis earlier. I understand Bexley's Mayor has expressed confidence where the ordinance would withstand legal scrutiny and it does appear that charter county Cuyahoga County is going to push through with their ordinance. I know that it appears to seem to indicate that Cincinnati is backing off of their plastic bag ban, because during summer when the General Assembly passed their budget, they snuck in a provision under Section 715.013 that indicates municipal corporations may not impose any tax,

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fee, assessment or other charge on auxiliary containers on the sale, used, or consumption of such containers. Auxiliary containers include plastic bags in the lake. We go back to that same home rule analysis, this is an exercise of police power without question. There would be a question whether or not is a general law. It seems to be targeted at charter municipalities and charter counties. Not something that necessarily is intended to apply across-the-board. So, it's a legitimate question here whether or not it's general law. There's a legitimate question as to whether an ordinance like the ordinance that Bexley passed conflicts with this law. The enforcement mechanism that Bexley uses is a minor misdemeanor in a criminal fine. The enforcement mechanism that Cuyahoga County uses is a civil fine. Both of which could be argued to include a tax fee assessment or other charge. This is an area that has not been explored obviously in the courts because it's a new area in the state law that just went to affect the summer. Bexley probably is not at a higher risk to engage in litigation because they incorporated their business community in the largest retailer and seem to be on board. We will have more difficulty with that because we have more retailers. Significantly more. It's not just Kroger and Walmart, we have several gas stations. Several pharmacies in town. Our risk of litigation is significantly higher than Bexley. As I indicated I'm not a proponent of risk in uncertainty. These businesses would have to incur significant cost to comply with this ordinance and for it to be later overturned by a court, the city could potentially be subject to liability for the cost of those implementations. I have some concerns there and I think it's important to expressed those to counsel, while state law doesn't prohibit a ban, it certainly seems to prohibit any enforcement mechanism. Any ability to enforce that being by imposing a fine or fee on a violator, that would be my concern. Thank you.

Councilmember Bryant

I am also sharing some of Attorney Shook concerns in that regard. My personal suggestion would be that we create a concerted campaign. Not just to the residence but to our businesses and start having these conversations and we at least 90 days before considering any legislation. Even if we walked into a

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business tomorrow and they said oh yeah let's do it I'm getting rid of all my bags. I just got my shipment of bags. Can I use these before we run out? At least a 90 day pause to try and encourage as opposed to mandate. That's my personal recommendation.

Councilmember Strickland
When you say do this 90 day pause until we get more insight from retail and stores, who's going to be doing that work, is it something we're just going to put on and encourage on our website? A Google doc or do some type of polling?

Mayor Begeny
We will do a robust thing. Give us some time to get together a kind of public relations campaign and then will gather some information to try and figure out what the best step is and I will rely on all members of counsel to expand to their networks as well as business community to at least get that conversation going to see what the initial impact is and then we can move from there. We will develop a plan and I will be able to present something to you within the next two weeks before counsel as far as how we're going to go about gathering this information within 90 days.

Councilmember Bryant
I think if we were to set this for another work session, the first meeting of February or March just to give City Hall a chance to get a game plan for us. I don't think another work session would be the worst idea.

Councilmember Strickland
I would like to go ahead and set another work session for the first meeting in March. That way it gives the mayor and his team enough time to do some more further investigation for us and then we can come back and have further discussion on the information found. This work session is now closed.

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RESULT:	**ITEM HELD**

An Ordinance to Create Chapter 176 Diversity, Equity and Inclusion into the Codified Ordinances of the City of Reynoldsburg, Ohio

Attorney Shook
This is Chapter 176. We did a work session on this a few months ago. It's to create a diversity, equity, inclusion officer and set parameters for the obligations of the officer and the departments of the city to implement the intent of the provisions of the chapter. I have made no changes since we did that work session because at that work session, I think there was some discussion about what changes we might make but there didn't seem to be any consensus I've submitted the same ordinance that was presented for the work session. It was unfortunately not attached due to my fault. I thought I had entered it into our ordinance program and I didn't notice that until the agenda packet was printed. So, I wanted to represent a copy of that ordinance to all of counsel for your review. Just to give you a little bit of an update to what's been going on behind the scenes with respect to this ordinance. The cities intent and hiring a diversity, equity, inclusion officer would be to share the oversight and salary payment of that employee with the school district who also has a need for a diversity, inclusion, equity officer. That would certainly offset some of the cost and hiring a new person. It would also be able to provide a benefit to our school district that is looking to implement some of the same initiatives.

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

An Ordinance to Amend Chapter 1701 Board of Nuisance Abatement of the Codified Ordinances of the City of Reynoldsburg

Attorney Shook

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This ordinance is too sick to amend chapter 1701 which is the board of nuisance abatement. This ordinance was first enacted back in 2016. The first board was appointed I believe in 2018 and met for one organizational meeting and there really hasn't been much with it since then. The board of the nuisance abatement has some value to it in a sense that there are certainly certain kinds of code enforcement that we see that are not as serious as what we have seen at the Days Inn and maybe wouldn't require or necessitate court action. But perhaps are not as minor some of the things you may see in mayor's court, they are more complicated than that. So, what happens is that our co-department or a chief building official would investigate a problem property. They would prepare a detailed report. Submit that to the board of nuisance abatement and schedule a hearing to determine if that property is a nuisance as defined under our code. In any nuisance abatement, we conduct a full hearing in which the property owner would be able to defend themselves and then issue findings and recommendations to the nuisance abatement in a time frame which abates a nuisance. I want to go ahead and have that board reappointed. There are properties in the city that I think are beyond the Mayor's Court process but not in a position where we want to initiate court action. But I also want to see some changes to the chapter that make it a bit of a more efficient process. So, the most significant change I had in there was to illuminate the appeal to Council. So, what the ordinance does now is after hearing with the board and they reach their decision the property owner can appeal the decision to Council. Council is now sitting in a position where you're basically conducting your own mini trial on that same property. We have to be able to trust the board and experience on that board to be able to conduct the hearing, make that decision, and then the only appeal after that is to the courts. That is a more efficient process. It will get properties cleaned up faster. The other significant change was to change the terms of the board members. The current ordinance has their term at one year, I think it's better to have it at two so that we aren't trying to re-appoint members every year. The appointment would not come before counsel. It would be an appointment that actually comes from the mayor and it comes from the members who comprise our current BZBA and the planning committee and they would be on for a period of two years. This is a process that will allow us to address several properties

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in the city that have significant problems and we want to be able to address it through this process rather than the other two options that are available to us.

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

Finance & Administration Committee

This is the Finance & Administration Committee meeting for January 10, 2022

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

Election of Committee Chair

Councilmember Salvati
The committee must select its chair and vice chair, there will be an election of committee chair. I will open up the floor for nominations for the chair of the Finance and Administration Committee. Individuals may nominate themselves with a second.

Councilmember Baker
I would like to nominate Councilmember Salvati as chair.

Councilmember Salvati
Thank you, I accept the nomination. As there are no other nominations, I will now close the nominations.

Councilmember Baker makes a motion to nominate Councilmember Salvati as chair of the Finance and Administration Committee. Second by Councilmember Bryant. Motion carries.

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Election of Committee Vice Chair

Councilmember Salvati
I will open up the floor for nominations for the vice chair of the Finance and Administration Committee. Individuals may nominate themselves with a second. I will nominate Councilmember Bryant as the vice chair. As there are no other nominations, I will close the nominations.

Councilmember Salvati makes a motion to nominate Councilmember Bryant as vice chair of the Finance and Administration Committee. Second by Councilmember Strickland. Motion carries.

An Ordinance to Appropriate Funds from the Unappropriated General Fund to Miscellaneous Other Services - Mayors Department to Charitable Distribution

Mayor Begeny
I will defer to the legal aspect of all of this as I believe we are consolidating the CIC.

Attorney Shook
Yes, we had passed an ordinance last year to dissolve the old CIC which has about $200.00 some in the account. At that time, we decided that money was going to be donated to a charity after the closing of the account and this ordinance seeks to make that donation.

Mayor Begeny
And that would be for the Mid-Ohio Heart Food Pantry. There is really no department of charitable distribution, outside of this particular incidence.

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

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Consent Agenda for First Reading

AN ORDINANCE TO CREATE CHAPTER 176 DIVERSITY, EQUITY, AND INCLUSION INTO THE CODIFIED ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO --- Strickland. Public Service and Transportation Committee.

AN ORDINANCE TO AMEND CHAPTER 1701 BOARD OF NUISANCE ABATEMENT OF THE CODIFIED ORDINANCES OF THE CITY OF REYNOLDSBURG --- Strickland. Public Service and Transportation Committee.

AN ORDINANCE TO APPROPRIATE FUNDS FROM THE UNAPPROPRIATED GENERAL FUND TO MISCELLANEOUS OTHER SERVICES - MAYORS DEPARTMENT FOR CHARITABLE DISTRIBUTION --- Salvati. Finance and Administration Committee.

Other Council Matters

Councilmember Lawson-Rowe
I would like to share two quick announcements. The first one is on January 13th, Councilmember Strickland and I, along with over 300,000 college educated women will be celebrating our 109th Founders Day for Delta Sigma Theta Sorority. I would like to remind you or inform you that the first public act that the organization participated in was the Women's Suffrage March in March of 1913. That was before women in general had the right to vote. I celebrate my sorority sisters and I on that January 13th. I would also like to remind you that on January 15th and 16th the Reynoldsburg Y will have an open house. Please visit the website or Facebook page for details.

Councilmember Baker
I want to say this, yesterday was law enforcement appreciation day. Since we have the Chief here, I wanted to say we appreciate you and the department for what you are doing. I also want to thank those who have been working since day 1 from the pandemic. Retail, logistics.

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The nurses and the doctors who have been helping others with Covid. It really is a tough job. I have read articles in the Dispatch on how they are tired and it really is a tough job. We need to thank them every day.

President Jenkins
There is a celebration for MLK day on Monday, January 17th at 1:00 PM.

Councilmember Strickland
Yes, I should note that we will not be longer than an hour and 15 minutes.

Upcoming Meetings

January 17, 2022 City Offices Closed MLK Day

January 22, 2022 Council Retreat

January 24, 2022 Council

January 27, 2022 BZBA

February 3, 2022 Planning Commission

February 14, 2022 Council

February 21, 2022 City Offices Closed Presidents' Day

February 24, 2022 BZBA

February 28, 2022 Council

Adjournment

Leanora Jenkins
Leanora Jenkins, President of Council

Mollie Prasher
Mollie Prasher, Clerk of Council

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

Memo

DATE:	**January 24, 2022**
TO:	
CC:	
RE:	**Initiation of a Garden Plot Deposit**

Attached is a memo from the Parks & Recreation Department regarding the initiation of a $50 deposit for all garden plots.

Reynoldsburg
PARKS & RECREATION

Memo

To: City Council

From: Donna Bauman, Director Parks and Recreation

cc: Mayor Joe Begeny, City Auditor Steven Cicak, Clerk Prasher

Date: January 13, 2022

Re: Community Garden Fees

The Reynoldsburg Parks and Recreation Department has been offering a Community Garden to the community since 2010.

Gardeners signs an agreement to rent a plot at one of our two sites. This agreement states that it is the responsibility of the gardener to clear their plot at the end of the growing season and this must be completed by December 1 of the growing season year.

For the past two growing seasons, numerous gardeners have not followed this rule. This leads to the parks grounds staff to undertake this task. Growing season ending December 2021, parks grounds staff have spent 30 plus hours (clearing continues as of the date of this memo) clearing debris left by gardeners in 64 of the 92 plots rented.

For reason stated above, the Reynoldsburg Parks and Recreation Department will be assessing a $50.00 deposit per plot rented for the 2022 growing season. If the plot is cleared at the end of the growing season, the renter will receive their deposit back.

If you have any questions, please feel free to contact me at 614.322.6806 or dbauman@ci.reynoldsburg.oh.us.

971.38 (Approval by Council; Directors Powers), which was passed as ordinance 30-13 on 5.28.13; Ord. (971.38) *The Parks and Recreation Director shall announce his/her intention to act pursuant to and under the authority granted by Section 6.08 of the Charter by filing notice with the Clerk of Council. Any such action shall become effective upon the filing of such notice and shall remain in effect unless disapproved by a resolution of Council within thirty days from the first committee meeting that is held, after the filing of the notice with the Clerk of Council. The powers of the Director of Parks and Recreation shall not be limited by the specific enumeration of subjects contained in this chapter.*

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

Memo

DATE:	**January 24, 2022**
TO:	
CC:	
RE:	**Auditor's Revenue Report January 2022**

Please see the first of the monthly reports that will be sent to council from my office.

Official

Reynoldsburg
OHIO • 1839

Date: January 13, 2022

To: Council President, City Council Members, Mayor Begeny, City Attorney Shook

From: Stephen Cicak, City Auditor

RE: Monthly Financial Information

As previously reported to Council, employers shifting to a permanent work from the home model are now placing many Ohio municipal budgets in jeopardy, precisely due to the uncertainty of the 2022 income tax revenue stream.

I will be providing reports focusing on the three (3) major funds that are directly influenced by income tax revenues. Those funds are the General Fund, Debt Fund, and Capital Improvement Fund.

The first report attached is a comparison of the fund balance, revenues, expenditures, and encumbrances between year-end 2021 and 2020 for the General, Debt, and Capital Improvement Funds (Exhibit A). The second report is a preliminary fund balance report **on December 31, 2021** (exhibit B).

I hope this will provide all the information necessary to protect the credit rating and guide the City of Reynoldsburg in a positive direction. As always, I am available for any questions.

Stephen M. Cicak

City Auditor

T 614-322-6858 | F 614-322-6857

Attachment: Auditors Revenue 0122 (Auditor's Revenue Report January 2022)

EXHIBIT A

CITY OF REYNOLDSBURG
OVERVIEW COMPARISON BETWEEN 2021 AND 2021 ANNUAL AMOUNTS

FUND BALANCE	2021 unencumbered Balance	2020 unencumbered Balance	Balance Increase (Decrease)	Percent Change
110 - General Fund	$14,906,524.91	$13,266,326.98	$1,640,197.93	12.36%
310 - General Debt Retirement Fund	$3,554,056.41	$2,574,601.94	$979,454.47	38.04%
410 - Capital Improvements Fund	$2,556,289.70	$4,116,791.55	($1,560,501.85)	-37.91%

REVENUE	2021 YTD REVENUE	2020 YTD REVENUE	Increase (Decrease)	
110 - General Fund	$ 27,053,258.84	$ 21,652,736.22	$5,400,522.62	24.94%
310 - General Debt Retirement Fund	$ 3,993,767.25	$ 2,951,595.61	$1,042,171.64	35.31%
410 - Capital Improvements Fund	$ 5,017,351.88 *	$ 3,795,677.98	$1,221,673.90	32.19%

EXPENDITURES	2021 YTD EXPENDITURES	2020 YTD EXPENDITURES	Increase (Decrease)	
110 - General Fund	$ 20,546,133.36 *	$ 17,202,627.26 **	$3,343,506.10	19.44%
310 - General Debt Retirement Fund	$ 3,014,312.78	$ 3,055,518.48	($41,205.70)	-1.35%
410 - Capital Improvements Fund	$ 7,858,244.56	$ 10,219,878.75	($2,361,634.19)	-23.11%

*reduced 2021 General Fund expenditures for 4,694,580 transfers to Capital Improvement Fund reduced 2021 Capital Improvement revenue by same amount.

** 2020 expenditures were reduced by payroll paid by Cares Act grants ($2,478,377.16)

YE ENCUMBRANCES	2021 OUTSTANDING ENCUMBRANCES	2020 OUTSTANDING ENCUMBRANCES		
110 - General Fund	$ 1,261,005.50	$ 1,088,657.95	$172,347.55	15.83%
310 - General Debt Retirement Fund	$ -	$ -	$0.00	
410 - Capital Improvements Fund	$ 6,271,763.55	$ 2,857,574.38	$3,414,189.17	119.48%

Attachment: Auditors Revenue 0122 (Auditor's Revenue Report January 2022)

EXHIBIT B

CITY OF REYNOLDSBURG
PRELIMINARY FUND BALANCE REPORT
DECEMBER 31, 2021

Fund	Beginning Balance	Y-T-D Revenues	Y-T-D Expenses	Unexpended Balance	Outstanding Encumbrances	Ending Balance
110 - General Fund	$14,354,984.93	$27,053,258.84	$25,240,713.36	$16,167,530.41	$1,261,005.50	$14,906,524.91
201 - Fema Federal Emergency Mgmt Agen	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
203 - Cares Act (CRF) Franklin Cty	$8,935.99	$4.76	$8,778.76	$161.99	$16.60	$145.39
204 - Cares Act (CRF) Licking Cty	$36,482.79	$10.61	$36,451.31	$42.09	$0.00	$42.09
205 - Cares Act (CRF) Fairfield Cty	$7.67	$0.00	$0.00	$7.67	$0.00	$7.67
206 - American Rescue Plan Act	$0.00	$2,007,396.93	$14,833.21	$1,992,563.72	$769,966.79	$1,222,596.93
211 - Computerized Needs (courts)	$181,991.22	$15,765.00	$22,636.76	$175,119.46	$63,249.47	$111,869.99
220 - Income Tax Fund	$3,454,468.78	$1,067,835.31	$814,045.89	$3,708,258.20	$3,582,007.98	$126,250.22
230 - Permissive Tax Fund	$2,204,240.02	$526,880.04	$1,550,000.00	$1,181,120.06	$400,000.00	$781,120.06
240 - Police Pension Fund	$218,264.78	$258,402.72	$153,157.57	$323,509.93	$0.00	$323,509.93
250 - Sewer Capacity Fund	$174,678.81	$243,008.74	$33,615.13	$384,072.42	$0.00	$384,072.42
260 - Street Fund	$3,166,555.45	$2,070,445.55	$1,191,096.60	$4,045,904.40	$131,613.93	$3,914,290.47
270 - State Highway Fund	$404,007.18	$162,967.67	$96,371.36	$470,603.49	$1,199.59	$469,403.90
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	$390,728.75	$1,613.06	$0.00	$392,341.81	$0.00	$392,341.81
286 - G.R.E.A.T. Grant Fund	$550.00	$0.00	$0.00	$550.00	$0.00	$550.00
287 - Reynoldsburg Recovery Court	$39,721.60	$0.00	$368.33	$39,353.27	$1,130.17	$38,223.10
290 - Law Enforcement Fund	$106,294.28	$114,921.22	$6,980.53	$214,234.97	$1,111.75	$213,123.22
291 - Drug Enforcement Fund	$47,968.74	$120.00	$0.00	$48,088.74	$8,000.00	$40,088.74
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	$18,304.19	$1,720.00	$0.00	$20,024.19	$0.00	$20,024.19
294 - Federal Forfeiture Fund	$151,175.27	$130.00	$0.00	$151,305.27	$0.00	$151,305.27
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	$2,574,601.94	$3,993,767.25	$3,014,312.78	$3,554,056.41	$0.00	$3,554,056.41
320 - Special Assessment Debt Ret Fund	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
330 - Taylor Sq Tief Debt Retirement	$290,647.91	$570,475.00	$570,473.20	$290,649.71	$0.00	$290,649.71
410 - Capital Improvements Fund	$6,974,365.93	$9,711,931.88	$7,858,244.56	$8,828,053.25	$6,271,763.55	$2,556,289.70
420 - Sidewalk Construction Fund	$898,578.60	$6,861.17	$38,850.79	$866,588.98	$90,042.68	$776,546.30
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	$182,856.92	$445,250.00	$187,592.92	$440,514.00	$409,253.98	$31,260.02
650 - Plot Grade & Utility	$153,719.82	$99,967.50	$65,925.00	$187,762.32	$167,096.60	$20,665.72
660 - Unclaimed Funds	$24,652.22	$413.49	$233.76	$24,831.95	$0.00	$24,831.95
690 - Employees Fund	$854.62	$250.93	$371.91	$733.64	$528.09	$205.55
710 - Water Fund	$5,852,392.52	$8,002,805.56	$6,619,885.56	$7,235,312.52	$1,796,034.60	$5,439,277.92
720 - Wastewater/Sewer Fund	$4,645,208.67	$7,166,180.69	$6,398,400.28	$5,412,989.08	$1,588,132.46	$3,824,856.62
730 - Utility Deposits Fund	$146,462.87	$3,750.00	$0.00	$150,212.87	$0.00	$150,212.87
740 - Storm Water Drainage Fund	$1,101,681.14	$2,015,783.87	$1,637,858.50	$1,479,606.51	$662,458.06	$817,148.45
750 - Solid Waste Fund	$856,827.11	$2,332,928.12	$2,403,718.53	$786,036.70	$456,529.09	$329,507.61
905 - School Ski Club	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
910 - Miscellaneous Agency	$46,843.33	$331,264.09	$335,978.73	$42,128.69	$178.84	$41,949.85
915 - Board of Building Standards	$15,994.41	$8,640.67	$8,740.16	$15,894.92	$3,358.12	$12,536.80
920 - Visitors Bureau Fund	$0.00	$75,000.00	$75,000.00	$0.00	$0.00	$0.00
925 - Demolition Expense Fund	$119,449.00	$225,973.19	$62,787.69	$282,634.50	$0.00	$282,634.50
930 - Columbus Sewer Capacity	$29,132.73	$231,354.00	$164,386.00	$96,100.73	$0.00	$96,100.73
941 - JEDD1-ETNA-REYNOLDSBURG	$26,487.85	$195,546.16	$111,280.58	$110,753.43	$0.00	$110,753.43
942 - JEDD2-ETNA-REYNOLDSBURG	$41,561.96	$178,739.70	$87,932.37	$132,369.29	$0.00	$132,369.29
943 - JEDD3-ETNA-REYNOLDSBURG	$25,885.98	$269,713.12	$164,661.37	$130,937.73	$0.00	$130,937.73
944 - JEDD4-ETNA-REYNOLDSBURG	$1,395.56	$8,693.18	$6,800.27	$3,288.47	$0.00	$3,288.47
947 - JEDD 7- REYNOLDSBURG-ETNA	$0.00	$3,792.00	$113.76	$3,678.24	$0.00	$3,678.24
960 - Eng Fees/Plan Review Deposits	$107,359.58	$43,178.94	$48,649.00	$101,889.52	$9,999.00	$91,890.52
970 - Taylor Sq School Tief	$982,435.61	$1,539,033.36	$1,651,219.79	$870,249.18	$0.00	$870,249.18
971 - Brice Main Tif	$13,972.18	$234,665.00	$208,644.91	$39,992.27	$0.00	$39,992.27
972 - Kroger Tif Debt Retirement	$80,016.16	$0.00	$0.00	$80,016.16	$0.00	$80,016.16
973 - Summit Rd Tif #1	$92,827.48	$43,611.96	$552.74	$135,886.70	$0.00	$135,886.70
974 - Taylor Rd Tif #1	$231,086.08	$20,146.42	$255.52	$250,976.98	$0.00	$250,976.98
975 - Taylor Rd Tif #2	$18,904.38	$1,790.82	$22.60	$20,672.60	$0.00	$20,672.60
	$50,589,696.67	$71,285,988.52	$60,891,942.09	$60,983,743.10	$17,674,676.85	$43,309,066.25

Attachment: Auditors Revenue 0122 (Auditor's Revenue Report January 2022)

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

Memo

DATE:	**January 24, 2022**
TO:	
CC:	
RE:	**Treasury Board Minutes January 2022**

MINUTES

CITY OF REYNOLDSBURG
TREASURY INVESTMENT BOARD MEETING

January 18, 2022

Chairman Begeny called the January meeting of the Treasury Investment Board (T.I.B.), to order at 10:04 a.m. Members present were, Mayor Joe Begeny, City Auditor Stephen Cicak, and City Attorney Chris Shook. Also present were Joni Crawford, Accounting Manager and Eileen Stanic, from Meeder Investment, via phone.

The Auditor presented:

1) Investment Strategy Update from Meeder Public Fund: And Investment Management dated January 18, 2022; and the Preliminary Fund Balance Report dated December 31, 2021.

2) Eileen Stanic explained and summarized the current Investment Portfolio and Strategy. Recommend short- term investment strategy to take advantage of short-term outlook for interest rates.

The next meeting of the T.I.B. will be Tuesday, February 15, 2022 at 10:00 a.m. in the Mayor's Conference Room.

There being no further business, this meeting adjourned at 10:38 am.

Respectfully submitted,

Chris Shook, Secretary

Attachment: 011822 Treasury Board (Treasury Board Minutes January 2022)

EXHIBIT B

CITY OF REYNOLDSBURG
PRELIMINARY FUND BALANCE REPORT
DECEMBER 31, 2021

Fund	Beginning Balance	Y-T-D Revenues	Y-T-D Expenses	Unexpended Balance	Outstanding Encumbrances	Ending Balance
110 - General Fund	$14,354,984.93	$27,053,258.84	$25,240,713.36	$16,167,530.41	$1,261,005.50	$14,906,524.91
201 - Fema Federal Emergency Mgmt Agen	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
203 - Cares Act (CRF) Franklin Cty	$8,935.99	$4.76	$8,778.76	$161.99	$16.60	$145.39
204 - Cares Act (CRF) Licking Cty	$36,482.79	$10.61	$36,451.31	$42.09	$0.00	$42.09
205 - Cares Act (CRF) Fairfield Cty	$7.67	$0.00	$0.00	$7.67	$0.00	$7.67
206 - American Rescue Plan Act	$0.00	$2,007,396.93	$14,833.21	$1,992,563.72	$769,966.79	$1,222,596.93
211 - Computerized Needs (courts)	$181,991.22	$15,765.00	$22,636.76	$175,119.46	$63,249.47	$111,869.99
220 - Income Tax Fund	$3,454,468.78	$1,067,835.31	$814,045.89	$3,708,258.20	$3,582,007.98	$126,250.22
230 - Permissive Tax Fund	$2,204,240.02	$526,880.04	$1,550,000.00	$1,181,120.06	$400,000.00	$781,120.06
240 - Police Pension Fund	$218,264.78	$258,402.72	$153,157.57	$323,509.93	$0.00	$323,509.93
250 - Sewer Capacity Fund	$174,678.81	$243,008.74	$33,615.13	$384,072.42	$0.00	$384,072.42
260 - Street Fund	$3,166,555.45	$2,070,445.55	$1,191,096.60	$4,045,904.40	$131,613.93	$3,914,290.47
270 - State Highway Fund	$404,007.18	$162,967.67	$96,371.36	$470,603.49	$1,199.59	$469,403.90
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	$390,728.75	$1,613.06	$0.00	$392,341.81	$0.00	$392,341.81
286 - G.R.E.A.T. Grant Fund	$550.00	$0.00	$0.00	$550.00	$0.00	$550.00
287 - Reynoldsburg Recovery Court	$39,721.60	$0.00	$368.33	$39,353.27	$1,130.17	$38,223.10
290 - Law Enforcement Fund	$106,294.28	$114,921.22	$6,980.53	$214,234.97	$1,111.75	$213,123.22
291 - Drug Enforcement Fund	$47,968.74	$120.00	$0.00	$48,088.74	$8,000.00	$40,088.74
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	$18,304.19	$1,720.00	$0.00	$20,024.19	$0.00	$20,024.19
294 - Federal Forfeiture Fund	$151,175.27	$130.00	$0.00	$151,305.27	$0.00	$151,305.27
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	$2,574,601.94	$3,993,767.25	$3,014,312.78	$3,554,056.41	$0.00	$3,554,056.41
320 - Special Assessment Debt Ret Fund	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
330 - Taylor Sq Tief Debt Retirement	$290,647.91	$570,475.00	$570,473.20	$290,649.71	$0.00	$290,649.71
410 - Capital Improvements Fund	$6,974,365.93	$9,711,931.88	$7,858,244.56	$8,828,053.25	$6,271,763.55	$2,556,289.70
420 - Sidewalk Construction Fund	$898,578.60	$6,861.17	$38,850.79	$866,588.98	$90,042.68	$776,546.30
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	$182,856.92	$445,250.00	$187,592.92	$440,514.00	$409,253.98	$31,260.02
650 - Plot Grade & Utility	$153,719.82	$99,967.50	$65,925.00	$187,762.32	$167,096.60	$20,665.72
660 - Unclaimed Funds	$24,652.22	$413.49	$233.76	$24,831.95	$0.00	$24,831.95
690 - Employees Fund	$854.62	$250.93	$371.91	$733.64	$528.09	$205.55
710 - Water Fund	$5,852,392.52	$8,002,805.56	$6,619,885.56	$7,235,312.52	$1,796,034.60	$5,439,277.92
720 - Wastewater/Sewer Fund	$4,645,208.67	$7,166,180.69	$6,398,400.28	$5,412,989.08	$1,588,132.46	$3,824,856.62
730 - Utility Deposits Fund	$146,462.87	$3,750.00	$0.00	$150,212.87	$0.00	$150,212.87
740 - Storm Water Drainage Fund	$1,101,681.14	$2,015,783.87	$1,637,858.50	$1,479,606.51	$662,458.06	$817,148.45
750 - Solid Waste Fund	$856,827.11	$2,332,928.12	$2,403,718.53	$786,036.70	$456,529.09	$329,507.61
905 - School Ski Club	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
910 - Miscellaneous Agency	$46,843.33	$331,264.09	$335,978.73	$42,128.69	$178.84	$41,949.85
915 - Board of Building Standards	$15,994.41	$8,640.67	$8,740.16	$15,894.92	$3,358.12	$12,536.80
920 - Visitors Bureau Fund	$0.00	$75,000.00	$75,000.00	$0.00	$0.00	$0.00
925 - Demolition Expense Fund	$119,449.00	$225,973.19	$62,787.69	$282,634.50	$0.00	$282,634.50
930 - Columbus Sewer Capacity	$29,132.73	$231,354.00	$164,386.00	$96,100.73	$0.00	$96,100.73
941 - JEDD1-ETNA-REYNOLDSBURG	$26,487.85	$195,546.16	$111,280.58	$110,753.43	$0.00	$110,753.43
942 - JEDD2-ETNA-REYNOLDSBURG	$41,561.96	$178,739.70	$87,932.37	$132,369.29	$0.00	$132,369.29
943 - JEDD3-ETNA-REYNOLDSBURG	$25,885.98	$269,713.12	$164,661.37	$130,937.73	$0.00	$130,937.73
944 - JEDD4-ETNA-REYNOLDSBURG	$1,395.56	$8,693.18	$6,800.27	$3,288.47	$0.00	$3,288.47
947 - JEDD 7- REYNOLDSBURG-ETNA	$0.00	$3,792.00	$113.76	$3,678.24	$0.00	$3,678.24
960 - Eng Fees/Plan Review Deposits	$107,359.58	$43,178.94	$48,649.00	$101,889.52	$9,999.00	$91,890.52
970 - Taylor Sq School Tief	$982,435.61	$1,539,033.36	$1,651,219.79	$870,249.18	$0.00	$870,249.18
971 - Brice Main Tif	$13,972.18	$234,665.00	$208,644.91	$39,992.27	$0.00	$39,992.27
972 - Kroger Tif Debt Retirement	$80,016.16	$0.00	$0.00	$80,016.16	$0.00	$80,016.16
973 - Summit Rd Tif #1	$92,827.48	$43,611.96	$552.74	$135,886.70	$0.00	$135,886.70
974 - Taylor Rd Tif #1	$231,086.08	$20,146.42	$255.52	$250,976.98	$0.00	$250,976.98
975 - Taylor Rd Tif #2	$18,904.38	$1,790.82	$22.60	$20,672.60	$0.00	$20,672.60
	$50,589,696.67	$71,285,988.52	$60,891,942.09	$60,983,743.10	$17,674,676.85	$43,309,066.25

Attachment: 011822 Treasury Board (Treasury Board Minutes January 2022)

MEEDER PUBLIC FUNDS ADVISORY

CITY OF REYNOLDSBURG

Investment Strategy Update

PRESENTED BY
EILEEN STANIC, CTP, SR. PUBLIC FUND ADVISOR
DIRECTOR OF ADVISORY SERVICES

JANUARY 18, 2022

MEEDER
INVESTMENT MANAGEMENT

Current Portfolio

City of Reynoldsburg portfolio as of 12/31/2021

MEEDER INVESTMENT MANAGEMENT

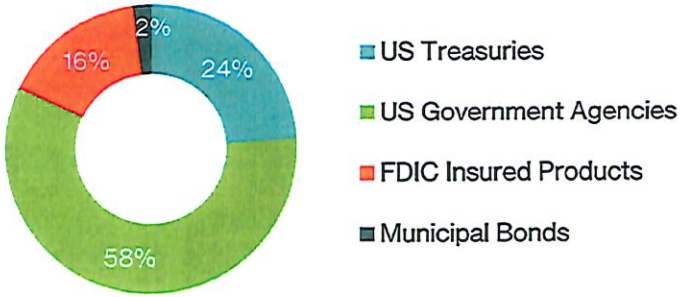
Your Portfolio

STAR Ohio/GIDP	$5,976,972
Securities	$47,604,839
Total	$53,581,811

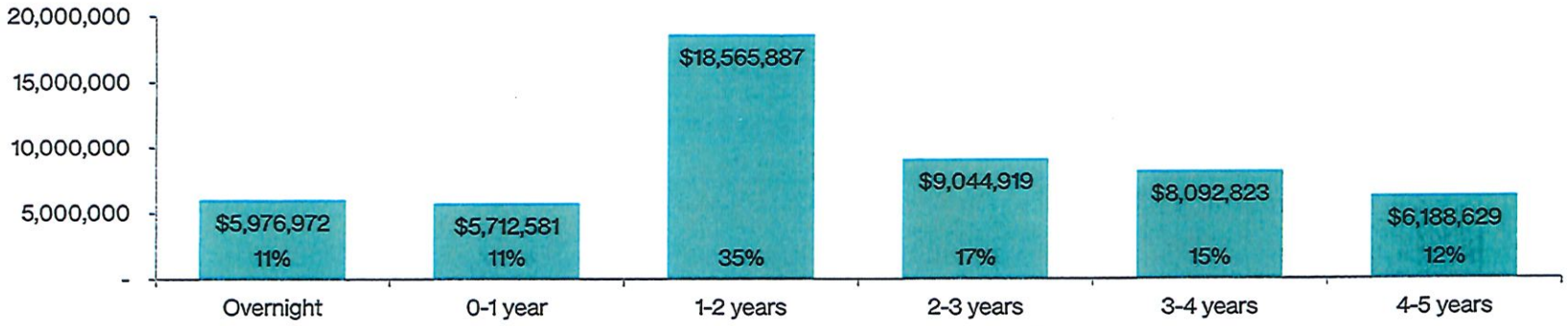
Your Securities

Weighted Average Maturity	2.39 years
Weighted Average Yield	0.79%

Your Asset Allocation



Your Maturity Distribution

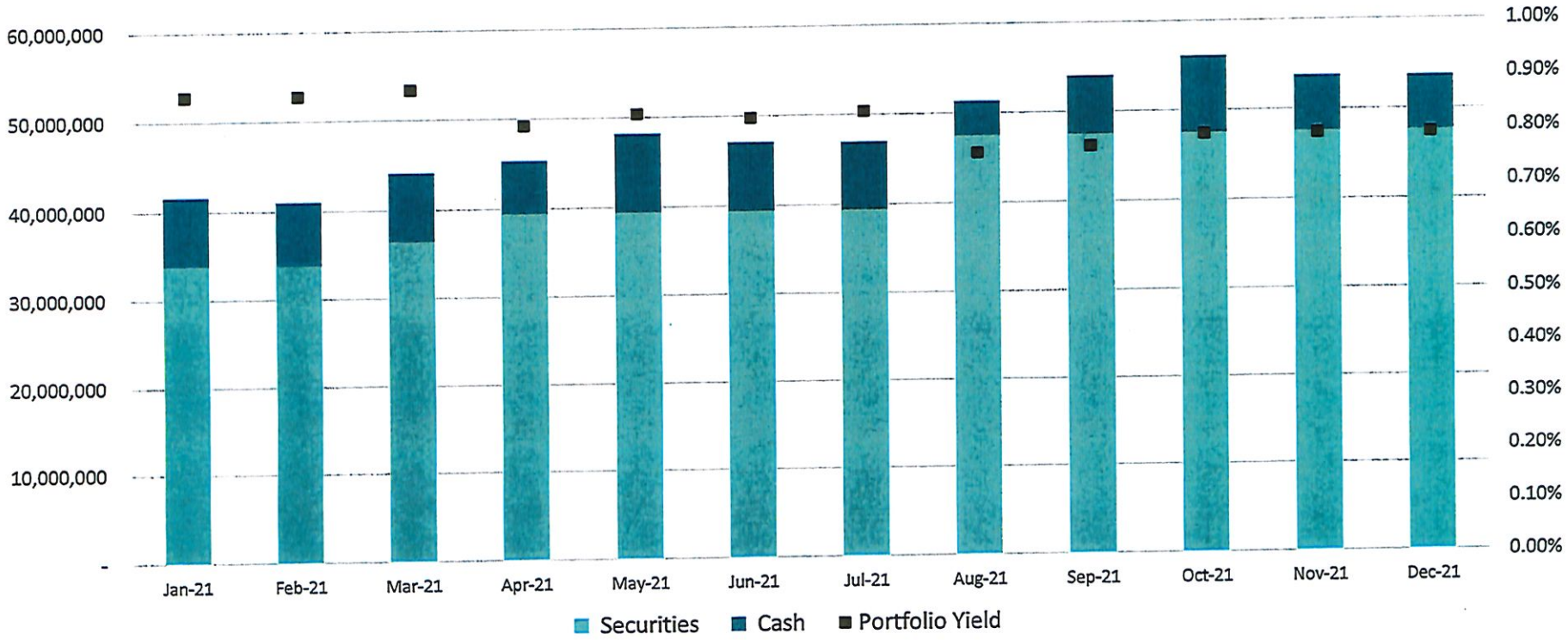


YIELD AND INTEREST INCOME INFORMATION IS ANNUALIZED. ALL YIELD INFORMATION IS SHOWN GROSS OF ANY ADVISORY AND CUSTODY FEES AND IS BASED ON YIELD TO MATURITY AT COST. PAST PERFORMANCE IS NOT A GUARANTEE OF FUTURE RESULTS.

INVESTMENTS AND PORTFOLIO YIELD BY MONTH - 2021

MEEDER INVESTMENT MANAGEMENT

$13,500,000 was added to the portfolio during the year



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.

PORTFOLIO COMPARISON - 2021

City of Reynoldsburg portfolio compared to STAR Ohio

MEEDER INVESTMENT MANAGEMENT

	City of Reynoldsburg Investment Portfolio	STAR Ohio
Securities Weighted Average Maturity	2.42 years	0.01 years
Securities Average Yield	0.82%	0.08%
Net Interest Income	$269,464	$35,494

All yield information is shown gross of any advisory and custody fees and is based on yield to maturity at cost. Net interest income under City of Reynoldsburg column is actual income received during calendar year 2021 and is net of advisory and custody fees.

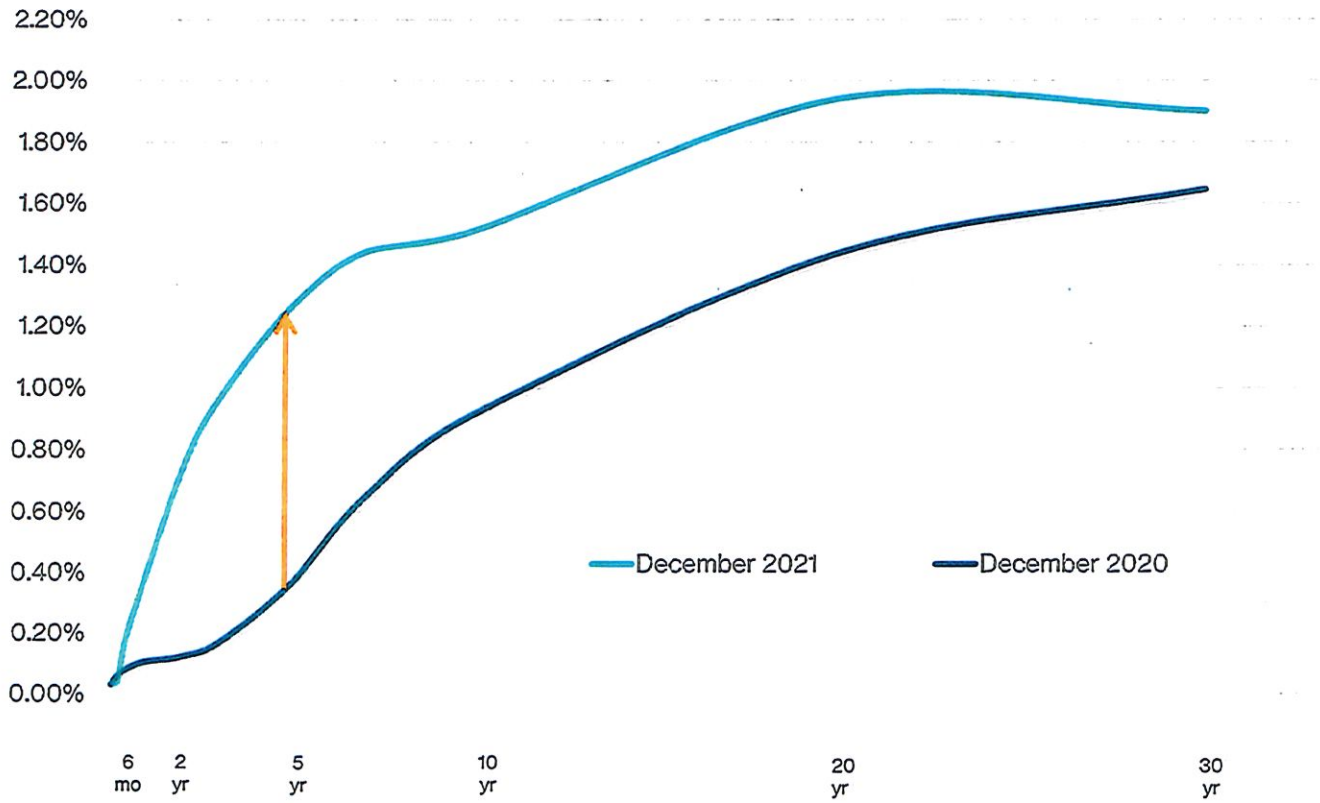
STAR Ohio yields from https://www.TOS.Ohio.gov/star-ohio/. Net interest income under STAR Ohio column calculated based on monthly STAR Ohio yield and monthly balance of investments for the City of Reynoldsburg. STAR Ohio portfolio is hypothetical in nature, does not reflect actual investment results, and does not guarantee future returns

MEEDER
INVESTMENT MANAGEMENT

ECONOMIC UPDATE

U.S. TREASURY YIELD CURVES

MEEDER INVESTMENT MANAGEMENT

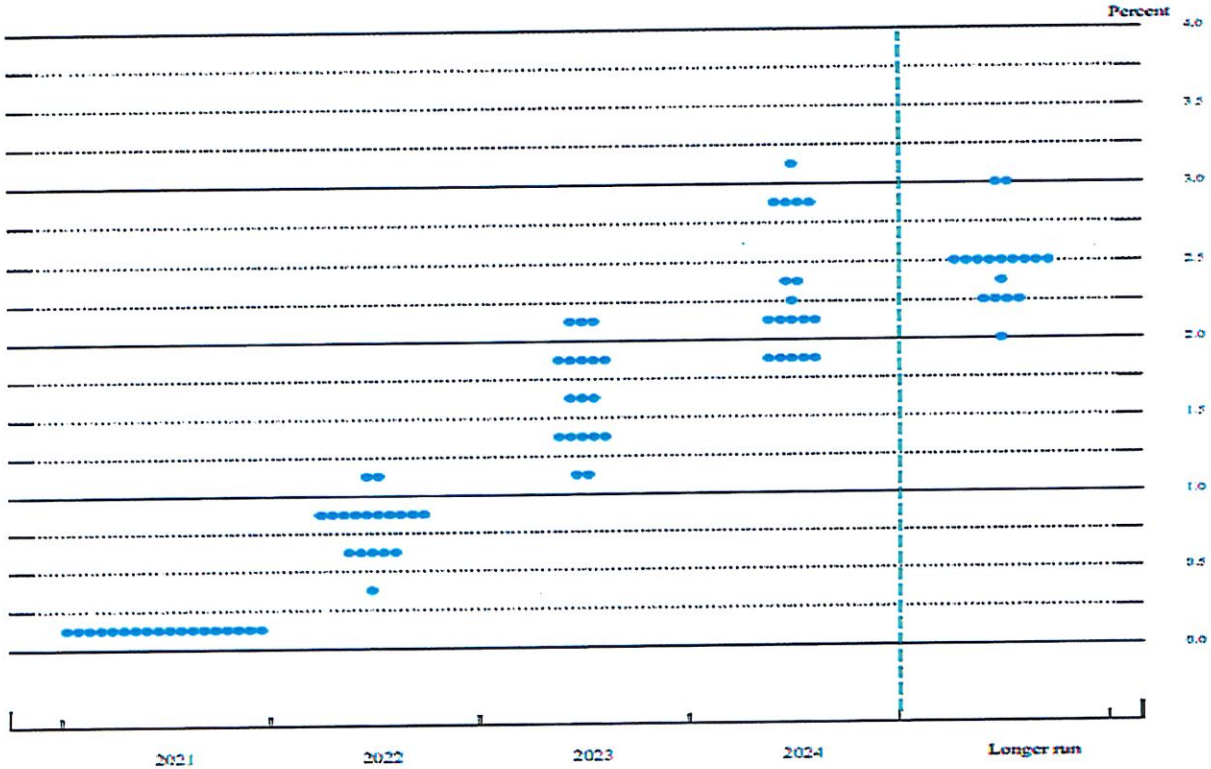


Source: Bloomberg as of 12/31/2021

- Yield curve has steepened with improved economic conditions
- Inflationary pressures continue to weigh on the market
- Probability for Fed rate hikes has increased

FEDERAL RESERVE OUTLOOK

Forward guidance points to liftoff in 2022

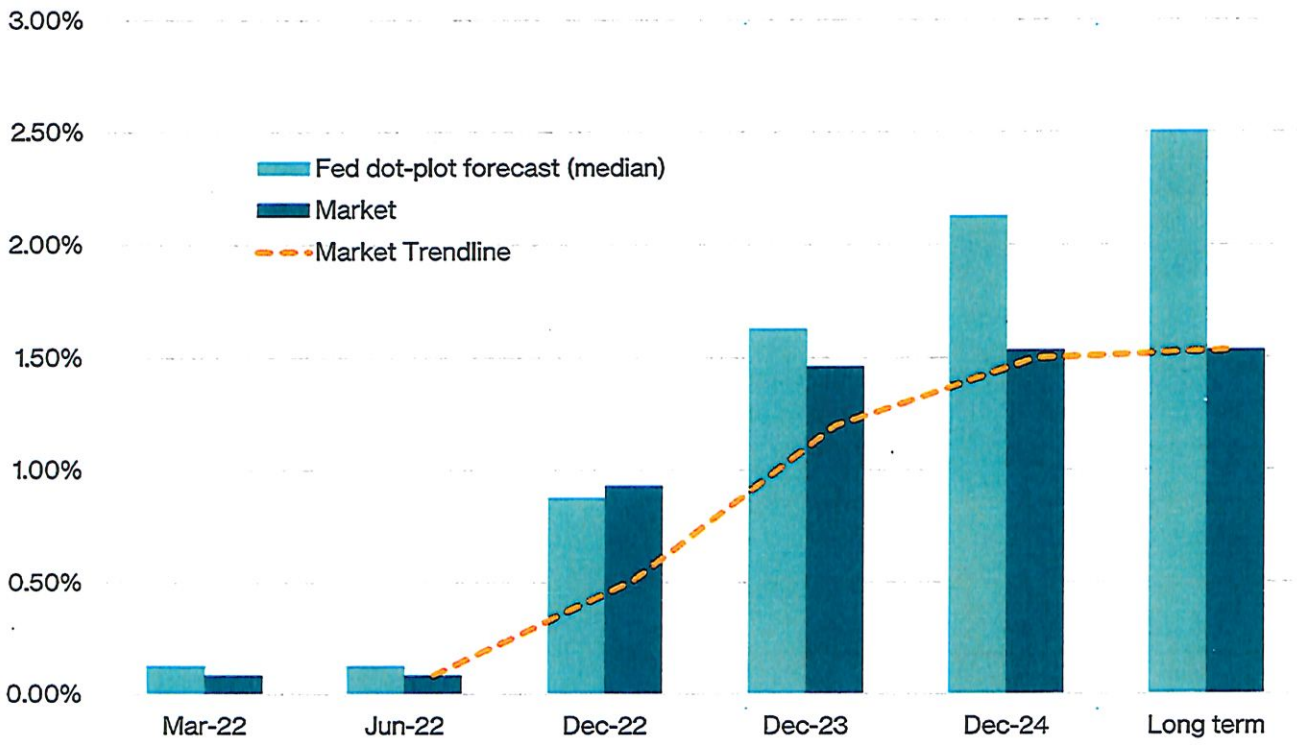


SOURCE: FEDERAL RESERVE PRESS RELEASE AND SUMMARY OF ECONOMIC PROJECTIONS AS OF 12/15/2021

- With inflation having exceeded 2% for an extended period and the unemployment rate approaching pre-pandemic levels, the FOMC unanimously expects to raise short-term rates during 2022
- Disparity amongst officials highlights uncertainty surrounding frequency of future rate hikes
- Committee elected to reduce accommodation by further moderating pace of asset purchases

WHAT'S PRICED IN NOW

MEEDER INVESTMENT MANAGEMENT



Market is Fed's interest rate target implied by overnight index swaps and Eurodollar futures

Source: CME, Bloomberg 1/6/2022

- Fed and market both pricing in multiple rate hikes in 2022, but market is pricing lower terminal rates compared to Fed forecasts
- Next FOMC meeting scheduled January 25-26

MEEDER
INVESTMENT MANAGEMENT

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Meeder Investment Management
6125 Memorial Drive
Dublin, OH 43017
866.633.3371

MEEDER
INVESTMENT MANAGEMENT

With you. For you.

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

MOTION REQUEST

DATE: **January 24, 2022**

TO:

RE: **Recognize Cheryl A. Hickmon, National President of the Delta Sigma Theta Sorority Inc.**

Approval:

Joe Begeny	Chris Shook	Stephen Cicak

A RESOLUTION RECOGNIZING NATIONAL DELTA SIGMA THETA SORORITY INC. PRESIDENT CHERYL A. HICKMON

WHEREAS, Cheryl A. Hickmon, National President of Delta Sigma Theta Sorority Inc., passed away January 20, 2022 after a recent illness; and

WHEREAS, Cheryl Hickmon was recently elected at the 27th National President this past November 2021; and

WHEREAS, Ms. Hickmon was initiated into the sorority through the Alpha Xi Chapter at South Carolina State University; and

WHEREAS, she earned a Bachelor of Science of Professional Biology degree in 1984 from HBCU and went on to become a Clinical Laboratory Project Manager and a Senior Clinical Technology Supervisor; and

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

WHEREAS, Cheryl was initiated into Delta Sigma Theta Sorority (Alpha Xi Chapter) at the South Carolina State University and was President of the Chapter by graduation; and

WHEREAS, even with her busy professional life, Ms. Hickmon maintained an active involvement in Delta Sigma Theta serving as President of the Hartford Alumnae chapter of Hartford, Connecticut increasing scholarship funds for students; and

WHEREAS, she served as committee Chair in the Chapter for several committees and a regional leader including Regional Director for the Eastern Region for four years and the South Atlantic region as Regional Representative for two years.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Reynoldsburg, we do hereby recognize the achievement, accomplishment and life of Cheryl A. Hickmon.

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

MOTION REQUEST

DATE: **January 24, 2022**

TO:

RE: **Appoint Ward Boundary Commission Member**

Approval:

Completed Joe Begeny	Chris Shook	Stephen Cicak

Council has already appointed four members to the Ward Boundary Commission. An appointment for Ward 1 was still needed. Council received an application from Nolan Biggs, who would represent Ward 1 and would be a Republican appointee.

Following the decennial census and at least ninety days prior to the date candidates for Ward Council seats must file for office, the Commission shall propose the re-division of the City into four wards of substantially equal population in each ward. Their recommendation shall be filed with the Clerk of Council and prepared in ordinance form. Council shall either pass or reject the ordinance in the form submitted by a two-thirds vote within thirty days after filed with the Clerk. All wards shall be compact and contiguous and shall be bounded, as far as practical, by county lines, streets, alleys, avenues, public grounds, canals, watercourses, municipal boundary lines, or center lines of platted streets or railroads. Re-division of the City into wards shall not terminate or otherwise affect the unexpired terms of Ward Councilmembers; however, at succeeding elections, Ward Council members shall be elected from the wards as reapportioned or re-established under the approved re-division. The Ward Boundary Commission shall consist of five electors appointed by a majority vote of Council with no more than two members adherents of the same political party and no more than two electors from any ward with each ward being represented.

A Motion to Appoint Members to the Ward Boundary Commission

Clerk of Council

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

Nolan Biggs	Ward 1	Republican	January 25, 2022 - December 31, 2023

Nolan B. Boggs

216 Lunn Ct, Reynoldsburg OH, 43114 • Cell (614) 266-0749
nolanboggs@yahoo.com

PROFESSIONAL SUMMARY & OBJECTIVE

Self-driven goal oriented Test Engineer with over 12 years of experience in a high energy work environment, with manufacturing and repair industry. Encompassing various qualifications along the way including project management, IT services, Resource management, Strategic planning, Process Improvement as well as cost reduction. Having the ability to analyze needs and create distinct solutions created to yield a profitable outcome has proven to be a tremendous asset. My passion is to modernize less than-efficient technology to boost productivity.

SKILL SET

- **Project Management**: Agile and Lean Methodologies with Kanban and Scrum.
- **Operating Systems:** Windows 7/8/10 Server 2000 to 2016, Android, Linux.
- **Software:** Apex, PC Doctor, GIT Labs, Automation testing, Windows Deployment tools.
- **Languages:** Java, Perl, SQL, Power Shell, PHP, XML
- **Database:** Oracle, MySQL.
- **WMS:** Red Prairie, Rlog, SAP.
- **Hardware:** Cisco/Dell switches, Routers, PCL's, Dell-Compaq-HP servers
- **Other**: Oracle Cloud Infrastructure Training.

WORK EXPERIENCE

Genco/Fedex, Inc. (DELL Repair). Lockbourne OH 2011 to Present

Test Engineer 2 / IT Infrastructure support (Genco/Fedex Dell Account)

- **Test Engineer**: Manage the planning and implementation of technical projects during development and construction of a product and its components. Oversee testing quality from start to finish, which includes editing and maintaining test strategies, transformation of test strategies into test plans, executing, and evaluating the test results. Provide factory test support for new and existing products. Initiate and drive test optimization projects. Lead key products, strategic processes and applications. Review and assess test coverage, plus Monitor and assess the impact of scope and requirements changes and make adjustments to testing as needed. Developed warehouse management system to support Sephora T3 client.
- **Project Management** - Applied Agile Methodology for the projects. Advisor and coaching to the team for the successful transition from traditional waterfall process to Kanban and Lean management. Work side by side with the product owners and business analysts to help teams to understand scope and vision roadmap. Tracked, measured, and reviewed project progress, which gave the ability to adjust plans, and communicate changes.
- **IT infrastructure** - Work with network operations to support facility and make sure that all events, incidents and network problems are resolved as per the SLA. Collaborated with other departments to determine best practices, cost reduction, and business enhancement, and designing such systems which reduced operating costs while increasing ease of use and productivity. Participated in shared support which requires traveling within the US to support other business units within the company. Help facilitate and implement network enhancements and upgrades such as network switches, circuits, Sand, server OS, and APC's.
- **Management –** Effectively manage and develop team including work assignments, personal development and career path planning for the software download technicians. Inspire technicians to solve problems on their own initiative. Created and instituted department cross training program. 100% SLA fulfillment within the software download department from conception to present spanning 8 years. Implemented team building self-assessment activities to help culture accountability and encourage healthy competition.
- **Accomplishments** include spearhead QDM event with an overall process improvement of 17%. Also a average of 11% improvement ever year for 6 year consecutively. Averaged 3.3 star rating employee review out of 4 stars for the past 8 yrs. Maintained and nurtured client relationships to ensure additional business. Developed and implemented tailored application's that provided continued value to the customer.

Attachment: Nolan Boggs Resume (Appoint Ward Boundary Commission Member)

Intelisol, Inc. (DELL Repair). Lockbourne OH 2007 to 2011

Test Engineer / Production Manager Intelisol, Inc. (Dell Motherboard Desktop and Server Repair)

- As a production Manager I managed, lead and coach a group of approximately 48 or more employees. Responsibilities include meeting and or exceeding daily production goals. Responsible for reducing labor cost by implementing procedure plans that improve the efficiency rate for the production line. Track and report daily receiving, and shipping status. Produce daily reports, and communicate with all regional accounts (Netherlands, China, Korea, US, Australia) in regards to receiving, testing, repair, and shipping status. Perform monthly inventory checks. Evaluate employee performance, and conduct performance appraisals, and provide continuous feedback to employees and Temp agencies.
- As the Engineering Manager my responsibilities included technical support for Intelisol Ohio facility as well as software support for Tennessee location. Created and implemented NPI (New Product Introductory) process for introducing new product into Ohio location. Work load include managing a team of 6 to support a facility of over 220 test and repair stations.
- Accomplishments include increased productivity by reducing the test time of each individual workstation. Promoted to production Manager within 7 months and after 1 ½ yrs promoted to Engineering Manager.

Ken's Beverages (Coke). Columbus OH 5/06 to 6/07

QMC Technician

- On a schedule basis, perform preventive maintenance on beverage machines at customer locations in a defined geographical area. Ensure that all PM work is done timely and completely at all times. Determine any needed repairs and perform needed requirements to ensure proper working machines. Report all actions on a daily basis using the hand held computer to ensure an accurate record is kept on all customer machines. Conduct all customer contacts in a professional manner. Ensure beverage machines dispense beverages according to specific quality, conformity standards and functionally performs in a quality manner. Educate customer on proper maintenance procedures to minimize equipment problems. In conjunction with auto-ship water filter program, ensure all water filters are changed on a scheduled basis. Perform all upgrades to bring stores to current levels.

New Age Electronics, Inc. Grove City OH 04/18/05 to 11/16/05

Production Supervisor New Age Electronics, Inc. (HP Printers)

- Supervise, lead and coach a group of approximately 21 or more employees. Responsibilities include meeting and or exceeding production goals set every week also responsible for the development of new layout for the production line to increase the output of units required. Oversee inbound and out bound shipments. Coordinating production activities such as mold changes, material changes and restocking of components/materials in order to conform to the schedule. Communicated all problems and production activities with third party outsource company leaders. Assigns duties and examines work for exactness, neatness, safety, productivity and conformance to policies and procedures.
- Accomplishments include developing new production line lay out improving production out-put by 12%. Boost employee morale and lowered absenteeism which intern saved the company money in hiring and training new employees.

Data Exchange, Lockbourne OH 08/04 to 4/05

Production Supervisor (Lex Mark Printers)

- Supervise, lead and coach a group of approximately 70 or more employees while spending time on the production floor. Work closely with cross-functional groups (i.e. engineering, materials management, quality, equipment engineering, and new product development) in order to achieve plant and departmental objectives. Evaluate employee performance, conduct performance appraisals, and provide continuous feedback to employees, recommend operator promotions & transfers, verify and approve attendance reports, and carry out disciplinary actions. Train new employees on testing and repairing Lexmark printers and the use of Oracle data base.
- Accomplishments include raising production quality by 30%, improving employee production out put by 15% witch in turn increased the monthly revenue of my department from 130,000 to 216,900 per month.

Emachines, Irvine CA 06/99 to 1/04

Quality Assurance Engineer

- Worked in partnership with on site management and Quality Assurance team at factories, suppliers and repair facilities In CA, China and Korea. Responsible for conducting audits, and statistical process control. Offered technical advice regarding job sequence and objectives. Communicated verbally and in

Attachment: Nolan Boggs Resume (Appoint Ward Boundary Commission Member)

writing specific test procedures, and troubleshooting instructions. Conferred with outside engineers regarding test result evaluations, and potential areas for concern. Responsible for the maintenance and upgrading of the on site work group computers and network server. Directed up to 14 qualified and unqualified technicians during the operation and restoration of major electrical and electronic systems. Performed preventative maintenance, repairs and up-grades on network servers and all unit small computer systems (On site ***Network Admin***). Conducted annual training sessions for new hire PC technicians.

- Accomplishments included being chosen to make repairs not addressed in the standard services contract. Nominated MVP for making an outstanding contribution and providing excellent service to internal and external customers. Had no work discrepancies regarding inspections, inventory logs, and audit reports. Honored for professional achievement, letters of appreciation for outstanding performance, advancement recommendation, and awards for technical competence, safety, and improving alacrity efforts.

Education/Training

Computer Education Institute, Anaheim CA

- Certification in MCSE, MCP, CNE, PC Repair 8/98
- Honors; 3.47 GPA

Having satisfactorily completed the studies and passed the examinations required Certification of Accomplishment in:

- Supporting Microsoft NT Server 4.0 in the Enterprise
- Certified Netware Administrator
- Supporting Microsoft Proxy Server 2.0
- Microsoft Network Essentials
- Microsoft Windows interface

IVC Irvine, CA

- Computer Science

Esperanza High, Anaheim CA

- Diploma 6/95
- Honors: 3.38 GPA

WILL SUBMIT REFENCES UPON REQUEST

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

MOTION REQUEST

DATE: **January 24, 2022**

TO:

RE: **Reappointment of Mollie Prasher as Clerk of Council**

Approval:

Completed Joe Begeny	Chris Shook	Stephen Cicak

The term for the current Clerk of Council Mollie Prasher expires on January 31, 202. This motion would reappoint Clerk Prasher for a term beginning February 1, 2022 and ending January 31, 2024.

City of Reynoldsburg Clerk of Council Appointment

A Motion to Reappoint Mollie Prasher to Serve as Clerk of Council for the City of Reynoldsburg Council for the Period Beginning February 1, 2022 through January 31, 2024

City Attorney's Office
Chris Shook
7232 E. Main Street
Reynoldsburg OHIO 43068
6143226869 Phone

ORDINANCE REQUEST

DATE:	**January 24, 2022**
TO:	**Public Safety, Law and Courts Committee**
RE:	**Pay to Stay**

Approval:

Completed Joe Begeny	Skipped Chris Shook	Stephen Cicak

Work Session Only

An Ordinance to Establish Section 701.07 of the Codified Ordinances, of the City of Reynoldsburg, Commonly Referred to as Pay to Stay

Section 1.

That Section 701.07 of the Codified Ordinances of the City of Reynoldsburg be established as follows:

701.07 RESIDENTIAL TENANT'S RIGHT TO PAY TO STAY

(a) At any time prior to the filing of an action for forcible entry and detainer under Ohio Revised Code Chapter 1923 for nonpayment of rent by a landlord, a Residential Tenant shall have the right to pay the landlord all past due rent with reasonable late fees to avoid the filing of such action for the restitution of the land or tenements.

(1) If the Residential Tenant tenders all accrued rent and reasonable late fees to the landlord, the landlord shall accept the tendered payment and allow the Residential Tenant to maintain the tenancy.

(2) If the Residential Tenant tenders all past due rent with reasonable late fees to the landlord prior to the filing of an action under Ohio Revised Code Chapter 1923 and the landlord refuses the tender, the Residential Tenant's tender of all past due rent with reasonable late fees shall be an affirmative defense to any action filed by the landlord against the Residential Tenant for nonpayment of rent.

(b) After the filing of an action for forcible entry and detainer under Ohio Revised Code Chapter 1923 for nonpayment of rent but prior to judgment, the Residential Tenant shall have the right to pay the landlord all past due rent, reasonable late fees, and court costs for the purpose of maintaining the tenancy.

(1) If the Residential Tenant tenders all past due rent amounts, including late fees and court costs, the landlord must accept payment. Upon receipt of the payment, the landlord shall dismiss the action against the Residential Tenant.

(2) If the Residential Tenant tenders all past due rent with reasonable late fees and court costs to the landlord prior to the judgment and the landlord refuses to tender, the Residential Tenant's tender of all past due rent, reasonable late fees, and court costs shall be an affirmative defense to the eviction action filed by the landlord against the Residential Tenant for nonpayment of rent.

(c) After the filing of an action for forcible entry and detainer under Ohio Revised Code Chapter 1923 for nonpayment of rent but prior to the execution of the eviction judgment through a writ of restitution, the Residential Tenant shall have the right to pay the landlord

all past due rent, reasonable late fees, and court costs, including the cost of obtaining the writ, so that the Residential Tenant may maintain the tenancy.

(1) If the Residential Tenant tenders all past due rent amounts, including reasonable late fees and court costs, the landlord must accept the payment. Upon receipt of the payment, the landlord shall notify the appropriate court, who shall vacate the eviction judgment and dismiss the eviction action against the Residential Tenant.

(2) If the Residential Tenant tenders all past due rent with reasonable late fees and court costs to the landlord prior to the execution of the eviction judgment through a writ of restitution and the landlord refuses the tender, the bailiff shall not enforce the eviction judgment until the court instructs the bailiff to do so after an emergency hearing on the Residential Tenant's right to pay and stay at the premises. If the court finds during the emergency hearing that the Residential Tenant tendered all past due rent, reasonable late fees, and court costs, the court shall vacate the eviction judgment and dismiss the eviction action against the Residential Tenant.

(d) Limitation of Affirmative Defense: The affirmative defenses provided by this Section to the Residential Tenant shall be the exclusive remedy for any violation by the landlord of this Section. The Residential Tenant's right to utilize the defenses available in subsections (a), (b), and (c) of this Section shall be limited to one (1) use per calendar year. Nothing in this Section shall limit the rights of a Residential Tenant to raise other affirmative defenses more than once in a calendar year.

(e) This Section in no way limits the ability of a landlord to initiate, seek judgment, and the execution of a writ of restitution for forcible entry and detainer under Ohio Revised Code Chapter 1923 for reasons other than solely for non-payment of rent.

(f) For purposes of this Section, no landlord may charge a late fee in an amount exceeding the larger of (i) twenty-five dollars ($25.00); or (ii) five percent (5%) of the monthly contract rent.

An Ordinance to Establish Section 701.07 of the Codified Ordinances, of the City of Reynoldsburg, Commonly Referred to as "Pay to Stay"

Section 1.

That Section 701.07 of the Codified Ordinances of the City of Reynoldsburg be established as follows:

701.07 RESIDENTIAL TENANT'S RIGHT TO PAY TO STAY

(a) At any time prior to the filing of an action for forcible entry and detainer under Ohio Revised Code Chapter 1923 for nonpayment of rent by a Landlord, a Residential Tenant shall have the right to pay the Landlord all past due rent with reasonable late fees to avoid the filing of such action for the restitution of the land or tenements.

(1) If the Residential Tenant tenders all accrued rent and reasonable late fees to the Landlord, the Landlord shall accept the tendered payment and allow the Residential Tenant to maintain the tenancy.

(2) If the Residential Tenant tenders all past due rent with reasonable late fees to the Landlord prior to the filing of an action under Ohio Revised Code Chapter 1923 and the Landlord refuses the tender, the Residential Tenant's tender of all past due rent with reasonable late fees shall be an affirmative defense to any action filed by the Landlord against the Residential Tenant for nonpayment of rent.

(b) After the filing of an action for forcible entry and detainer under Ohio Revised Code Chapter 1923 for nonpayment of rent but prior to judgment, the Residential Tenant shall have the right to pay the Landlord all past due rent, reasonable late fees, ~~and~~ court costs, and attorney fees incurred by the Landord, for the purpose of maintaining the tenancy.

(1) If the Residential Tenant tenders all past due rent amounts, including late fees and court costs, the Landlord must accept payment. Upon receipt of the payment, the Landlord shall dismiss the action against the Residential Tenant.

(2) If the Residential Tenant tenders all past due rent with reasonable late fees and court costs to the Landlord prior to the judgment and the Landlord refuses to tender, the Residential Tenant's tender of all past due rent, reasonable late fees, and court costs shall be an affirmative defense to the eviction action filed by the Landlord against the Residential Tenant for nonpayment of rent.

~~(2)~~(3) Payment of attorney fees by the Residential Tenant shall be conditioned upon such fees itemized and communicated, in writing, to the Residential Tenant. If the Residential Tenant is informed, in writing, of the accrued

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attorney fees, the Residential Tenant shall have at least ten (10) within which to remit payment of the same for the purpose of this affirmative defense. If the Landlord does not notify the Residential Tenant, in writing, of incurred attorney fees within five (5) days of the Residential Tenant tendering past due rent, reasonable late fees, and court costs, Landlord shall be deemed to have waived attorney fees.

(c) After the filing of an action for forcible entry and detainer under Ohio Revised Code Chapter 1923 for nonpayment of rent but prior to the execution of the eviction judgment through a writ of restitution, the Residential Tenant shall have the right to pay the Landlord all past due rent, reasonable late fees, ~~and~~ court costs, including the cost of obtaining the writ and attorney fees incurred by the Landord, so that the Residential Tenant may maintain the tenancy.

(1) If the Residential Tenant tenders all past due rent amounts, including reasonable late fees and court costs, the Landlord must accept the payment. Upon receipt of the payment, the Landlord shall notify the appropriate court, who shall vacate the eviction judgment and dismiss the eviction action against the Residential Tenant.

(2) If the Residential Tenant tenders all past due rent with reasonable late fees and court costs to the Landlord prior to the execution of the eviction judgment through a writ of restitution and the Landlord refuses the tender, the bailiff shall not enforce the eviction judgment until the court instructs the bailiff to do so after an emergency hearing on the Residential Tenant's right to pay and stay at the premises. If the court finds during the emergency hearing that the Residential Tenant tendered all past due rent, reasonable late fees, and court costs, the court shall vacate the eviction judgment and dismiss the eviction action against the Residential Tenant.

(3) Payment of attorney fees by the Residential Tenant shall be conditioned upon such fees itemized and communicated, in writing, to the Residential Tenant. If the Residential Tenant is informed, in writing, of the accrued attorney fees, the Residential Tenant shall have at least ten (10) within which to remit payment of the same for the purpose of this affirmative defense. If the Landlord does not notify the Residential Tenant, in writing, of incurred attorney fees within five (5) days of the Residential Tenant tendering past due rent, reasonable late fees, and court costs, Landlord shall be deemed to have waived attorney fees.

~~(2)~~

(d) Limitation of Affirmative Defense: The affirmative defenses provided by this Section to the Residential Tenant shall be the exclusive remedy for any violation by the Landlord of this Section. ~~The Residential Tenant's right to utilize the defenses available in subsections (a), (b), and (c) of this Section shall be limited to one (1) use per~~ If the Residential Tenant successfully utilizes one of the defenses available in subsections (a), (b), and (c) of the Section, the Residential Tenant shall be prohibiting from utilizing the same or similar

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defense for a period of twelve months following the tender of payment required to establish such defense. ~~calendar year~~. Nothing in this Section shall limit the rights of a Residential Tenant to raise other affirmative defenses more than once in a calendar year.

(e) This Section in no way limits the ability of a Landlord to initiate, seek judgment, and the execution of a writ of restitution for forcible entry and detainer under Ohio Revised Code Chapter 1923 for reasons other than solely for non-payment of rent.

(f) For purposes of this Section, no Landlord may charge a late fee in an amount exceeding the larger of (i) twenty-five dollars ($25.00); or (ii) five percent (5%) of the monthly contract rent.

An Ordinance to Establish Section 701.07 of the Codified Ordinances, of the City of Reynoldsburg, Commonly Referred to as "Pay to Stay"

Section 1.

That Section 701.07 of the Codified Ordinances of the City of Reynoldsburg be established as follows:

701.07 RESIDENTIAL TENANT'S RIGHT TO PAY TO STAY

(a) ~~At any time prior~~Prior to the filing of an action for forcible entry and detainer under Ohio Revised Code Chapter 1923 for nonpayment of rent, a Landlord is required to provide written notice to a Residential Tenant informing ~~by a landlord,~~ the~~a~~ Residential Tenant ~~shall have~~they shall have the right to pay the L~~l~~andlord, within ten (10) days of the written notice, all past due rent with reasonable late fees to avoid the filing of such action for the restitution of the land or tenements.

(1) If the Residential Tenant tenders all accrued rent and reasonable late fees to the L~~l~~andlord, the L~~l~~andlord shall accept the tendered payment and allow the Residential Tenant to maintain the tenancy.

(2) If the Residential Tenant tenders all past due rent with reasonable late fees to the landlord ~~prior to the filing of an action under Ohio Revised Code Chapter 1923~~ within ten (10) days of the written notice provided in Section (a) and the landlord refuses the tender, the Residential Tenant's tender of all past due rent with reasonable late fees shall be an affirmative defense to any action filed by the landlord against the Residential Tenant for nonpayment of rent.

~~(b) After the filing of an action for forcible entry and detainer under Ohio Revised Code Chapter 1923 for nonpayment of rent but prior to judgment, the Residential Tenant shall have the right to pay the landlord all past due rent, reasonable late fees, and court costs for the purpose of maintaining the tenancy.~~

~~(1) If the Residential Tenant tenders all past due rent amounts, including late fees and court costs, the landlord must accept payment. Upon receipt of the payment, the landlord shall dismiss the action against the Residential Tenant.~~

~~(2) If the Residential Tenant tenders all past due rent with reasonable late fees and court costs to the landlord prior to the judgment and the landlord refuses to tender, the Residential Tenant's tender of all past due rent, reasonable late fees, and court costs shall be an affirmative defense to the eviction action filed by the landlord against the Residential Tenant for nonpayment of rent.~~

~~(c) After the filing of an action for forcible entry and detainer under Ohio Revised Code~~

~~Chapter 1923 for nonpayment of rent but prior to the execution of the eviction judgment through a writ of restitution, the Residential Tenant shall have the right to pay the landlord all past due rent, reasonable late fees, and court costs, including the cost of obtaining the writ, so that the Residential Tenant may maintain the tenancy.~~

~~(2) If the Residential Tenant tenders all past due rent amounts, including reasonable late fees and court costs, the landlord must accept the payment. Upon receipt of the payment, the landlord shall notify the appropriate court, who shall vacate the eviction judgment and dismiss the eviction action against the Residential Tenant.~~

~~(4)~~(1) ~~If the Residential Tenant tenders all past due rent with reasonable late fees and court costs to the landlord prior to the execution of the eviction judgment through a writ of restitution and the landlord refuses the tender, the bailiff shall not enforce the eviction judgment until the court instructs the bailiff to do so after an emergency hearing on the Residential Tenant's right to pay and stay at the premises. If the court finds during the emergency hearing that the Residential Tenant tendered all past due rent, reasonable late fees, and court costs, the court shall vacate the eviction judgment and dismiss the eviction action against the Residential Tenant.~~

~~(d)~~(b) Limitation of Affirmative Defense: The affirmative defenses provided by this Section to the Residential Tenant shall be the exclusive remedy for any violation by the landlord of this Section. The Residential Tenant's right to utilize the defenses available in subsections (a), (b), and (c) of this Section shall be limited to one (1) use per calendar year. Nothing in this Section shall limit the rights of a Residential Tenant to raise other affirmative defenses more than once in a calendar year.

~~(e)~~(c) This Section in no way limits the ability of a landlord to initiate, seek judgment, and the execution of a writ of restitution for forcible entry and detainer under Ohio Revised Code Chapter 1923 for reasons other than solely for non-payment of rent.

~~(f)~~(d) For purposes of this Section, no landlord may charge a late fee in an amount exceeding the larger of (i) twenty-five dollars ($25.00); or (ii) five percent (5%) of the monthly contract rent.

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

ORDINANCE REQUEST

DATE: **January 24, 2022**

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

RE: **SWACO 2022 Community Waste Reduction Grant**

Approval:

Completed	Pending	Pending
Joe Begeny	Chris Shook	Stephen Cicak

Emergency/Suspension: Emergency

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

Ordinance authorizing the Mayor to accept the 2022 SWACO Waste Reduction Grant and declaring an emergency as a two read ordinance.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE SOLID WASTE AUTHORITY OF CENTRAL OHIO (SWACO) TO ACCEPT A COMMUNITY WASTE REDUCTION GRANT, APPROPRIATE FUNDS THEREFOR, AND DECLARING AN EMERGENCY

WHEREAS, the City of Reynoldsburg is located within the jurisdiction of the Solid Waste Authority of Central Ohio (SWACO); and

WHEREAS, SWACO provides grants to local communities to promote recycling; and

WHEREAS, the City of Reynoldsburg applied for a waste reduction grant to provide funds to increase recycling by City employees and on City properties in a grant amount of $12,488.82. The total project cost is $16,432.27.

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

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

SECTION 1. That the Council of the City of Reynoldsburg does hereby direct and approve the Mayor entering into an agreement with the Solid Waste Authority of Central Ohio (SWACO) for a community Waste Reduction Grant.

The agreement and all associated exhibits are attached as Exhibit "A" and shall be incorporated by reference herein.

SECTION 3. That when SWACO reimburses the City for the grant, that an amount of $12,488.82 be unappropriated from the General Fund (110) and appropriated to account 11.340.5259 Operating Materials and Supplies.

SECTION 3. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the city, and further that the agreement be completed before the deadline; wherefore upon adoption by Council, this Ordinance shall be in effect immediately upon the signature by the Mayor.

SWACO
FROM WASTE TO RESOURCES

FORM A: Application Cover Page

Applicant Information		
Applicant: City of Reynoldsburg Parks and Recreation		
Organization Type: ___X___ Government Entity _____ Non-Profit Organization	Federal Tax ID Number: 31-6400909	
Address: 7232 East Main Street		
City: Reynoldsburg	State: OH	Zip: 43068
Phone Number: 614.322.6806		
Webpage (if available): www.ci.reynoldsburg.oh.us		
Authorized Project Manager: Joe Begeny	Title: Mayor	
Direct Phone Number: 614.322.6879	Email: dbauman@ci.reynoldsburg.oh.us	
Have you received SWACO grant funding within the last three (3) years? Yes X-City of Reynoldsburg No___ ___		

Project Information	
Project Name: 2022 Community Waste Reduction Grant	
Grant Amount Requested: $12,323.45	Matching Funds Provided: $4,107.82
Project Service Area: Reynoldsburg	Total Project Budget: $16,432.27

Certification	
In submitting this application, I attest that I have read and understood the terms and requirements for the release and use of the grant funds. I certify that the information contained in this proposal is true and accurate and to the best of my knowledge and belief. (For electronic version, please type name in signature section.)	
Signature: JoeBegeny	Date: 8/2/2021
Name: Joe Begeny	Title: Mayor

Attachment: Exhibit A - Reynoldsburg (SWACO 2022 Community Waste Reduction Grant)

Reynoldsburg
PARKS & RECREATION

SWACO-2022 Community Waste Reduction Grant Executive Summary

It is the Reynoldsburg Parks and Recreation Department's (RPRD) mission to provide and promote participation by all Reynoldsburg citizens through education, park, recreational and leisure opportunities. The department provides comprehensive park and recreation programs, facilities, and services, which respond to changing needs within our community. We strive to preserve, enhance, and protect our open spaces to enrich the quality of life for present and future generations in a safe and secure environment.

In order to achieve our mission of preservation, we must do our part to educate our park patrons and staff on the importance of reducing the amount of litter sent to the local landfill. In addition to adding recycling to our parks, we would like to introduce recycling in all the administrative offices at Reynoldsburg City Hall and at the Reynoldsburg Senior Center. The SWACO-2022 Community Waste Reduction Grant will help us achieve this goal by enabling us to place recycling containers and educational signage in our parks, offices, and Senior Center.

It is the desire of RPRD to place a recycling bin next to every landfill receptacle along with educational signage in our parks. The containers will have circular signage around the opening as a visual reminder (LANDFILL and PAPER, CANS, BOTTLES with the recycling symbol) of what to place in the container. The educational signage will consist of a rebus (illustrated pictures to depict words), as Reynoldsburg is a very diverse community. In fact, the Reynoldsburg City School District services populations from 57 different language backgrounds. It is our opinion that to reach the vast majority of individuals a rebus, instead of words, will help us to accomplish our goal.

For our administrative offices and the Senior Center, we will place a Deskside Collection station (recommended by SWACO) in each office/workstation. We are of the opinion that having this dual combination will empower staff into making a concisions decision to recycle; an added bonus is the landfill receptacle is smaller than the recycling receptacle. For educational awareness, we will utilize the Recycle Right signage and email notifications. Visitors to City Hall and the Reynoldsburg Senior Center will also have the ability to recycle. We will place the Double Mixed Waste Watcher (recommended by SWACO) in common areas with signage.

Our project is extraordinary in that we will place educational signage with each set of containers that will be seen as one approaches the containers and place signage, as referenced above, on the containers. We will be able to quantify the amount of material diverted from the landfill, as an 8 cubic yard recycling container will be placed at the Parks Maintenance facility to collect the parks recycled materials and recycled material from City Hall and the Senior Center. In addition, we will launch this program to our staff, to encourage recycling while at work and hope they will carry this to their home life as well. Signage will be submitted to SWACO for feedback and approval to ensure we are communicating a consistent message.

Attachment: Exhibit A - Reynoldsburg (SWACO 2022 Community Waste Reduction Grant)

We will be requesting $12,488.82. These funds will be used to purchase the recycling containers and signage. The Parks and Recreation Department will budget to pay the entire amount of the concrete pads in 2022. An estimated cost for this portion of the project is too challenging for the vendor with the unknown of what building supplies will be for 2022. With the grant amount, plus the 25% match from the Reynoldsburg Parks and Recreation Department, we are confident that we can place 30 recycling bins with educational signage throughout our seven parks and place recycling containers and educational signage in City Hall and the Reynoldsburg Senior Center.

The City of Reynoldsburg Parks and Recreation Department would like to thank SWACO for this opportunity to apply for the 2022 Community Waste Reduction Grant.

SWACO - 2022 Community Waste Reduction Grant Projective Narrative

1. The City of Reynoldsburg Parks and Recreation Department (RPRD) will be responsible for managing the project. This includes Director Donna Bauman, Parks Superintendent Brian McGuire, Recreation Superintendent Chris Skidmore and Recreation Coordinator Kim Chapman.

   Donna, Brian, and Chris are all Certified Parks and Recreation Professionals (CPRP), which is a designation that must be renewed every two years through CEU's received at trainings and workshops. The CPRP designation reflects a commitment by our leadership team to continue to look for innovative ways to best serve the residents of Reynoldsburg.

2. The critical problem being solved is providing the essential resources for all residents of Reynoldsburg to have access to recycling when in our parks. We hope that through transparent and easy to understand signage, education and additional proactive measures we can meet this goal. Reynoldsburg is an incredibly diverse community, with 57 different language backgrounds being serviced by the Reynoldsburg City School District. With a large population of residents who are first generation immigrants from Nepal and Somalia. In some cases, there are language barriers that we must overcome in order to get information out to these populations. One of the ways we can do this is through signage and new recycling bins located in our parks. With a vast array of languages, it will be best to create signage that utilizes rebus. It will be more economical to utilize a rebus than attempting to select the top languages of our community.

   In addition to solving the recycling issue in the parks, we need to address recycling at Reynoldsburg City Hall and Senior Center. Currently little to no recycling takes places in these two buildings. We will be placing the Deskside Collection station within each office/work station. This product is recommended by SWACO as what is currently being used with their employees with success. Educational emails will be sent to all employees in these two buildings. The common areas will also receive the Double Mixed Waste Watcher with signage.

3. The goals and objective are numerous for this project. One goal would include creating signage in our parks that will allow all residents a clear mechanism for determining which products can be recycled vs products headed for the landfill. This will be achieved through the creation of the signs that have universal pictures. The landfill containers are red with a dome top and the recycling containers will be blue with a flush lid with round opening. Another goal would be to reduce the amount of waste in our parks though a bigger push for park patrons to recycle eligible items. We plan to market the new recycling signage and items in our parks through social media, flyers, email blasts and our program guide, The Heirloom.

   Just as we plan to reduce the amount of waste going to the landfill from our parks, we must address the lack of recycling in our City Hall and Senior Center buildings. Employees will be provided the Deskside Collection stations which is a recycle bin (approx. 4 gallon) and a landfill bin that attaches to the recycle bin (approx. 1 gal). Combining will help employees make the conscious decision to reduce what they would normally place in the landfill container. Recycling containers will be placed next to the landfill containers in common areas as well.

Attachment: Exhibit A - Reynoldsburg (SWACO 2022 Community Waste Reduction Grant)

4. RPRD will be requesting $12,488.82 in grant monies. The department will request the 25% matching funds of $4,162.95 during the 2022 budget process. This approval process is generally complete by the end of December. In January 2022, or as soon as authorized by SWACO, we will place the order for 30 recycling containers, metal sign blanks, Deskside Collection stations, and Double Mixed Waste Watchers. Staff will also reach out to our concrete vendor to be placed on their schedule as soon as weather permits (April-May). Once concrete is cured, the outdoor recycling bins will be anchored onto the concrete pads and signage will be installed. Since the installation will be done in-house our goal is to have this project completed by the end of August 2022. Once the Deskside Collection stations and Double Mixed Waste Watchers have been delivered, they will be placed in each office/workstation and common areas.

5. Measuring the impact of this project will be to calculate the pounds collected on a monthly basis. Parks grounds staff will empty the outdoor recycle containers on a daily (during peak season) and weekly (off peak) basis. The outdoor recycling containers will be lined with a clear plastic bag to make transport and sorting more efficient. The clear plastic bags will be emptied into a specific 8yd. dumpster that will be at the Parks Facility building. For recycling in City Hall and the Senior Center the facilities maintenance staff will empty the contents into a blue toter that will be lined with a clear plastic bag. These bags will be picked up by the Parks grounds staff and emptied into the dumpster at the Parks Facility building. Per our trash hauler, an 8yd. single-stream recycling dumpster full is approximately 1,600 pounds. Recycle material will be hauled to the Rumpke Recycling Material Recovery Facility. This dumpster is emptied once per month.

6. A log will be created to document the amount of material each month. Currently we have 20 recycling bins received from a grant in 2017 from Dr. Pepper/Snapple. The Dr. Pepper/Snapple recycling bins will be used at our smaller parks and placed for special events. Over the last four (4) years, we have diverted an estimate of 38,400 pounds (9,600lbs per year) from the landfill. Our expectation is that by having additional recycling bins and educational signage we will increase our yearly amount to 12,000-14,000 pounds per year, just from the parks. Data does not exist for landfill material from City Hall or the Senior Center. Since recycling does not currently take place, we are not able to provide an estimate amount of pounds that will be diverted from the landfill. With the expansion of our current recycling program, the addition of educational signage, we anticipate a greater awareness and understanding from our park patrons; this will lead to an increased diversion from the landfill.

7. We will create, distribute and analyze data collected from a survey that will follow the project. Another qualitative tool would be to interview park patrons and staff on their knowledge of our recycling program.

Attachment: Exhibit A - Reynoldsburg (SWACO 2022 Community Waste Reduction Grant)

8. RPRD currently has a limited number of recycling containers located in our parks. The goal with the support of the SWACO grant would be to place recycling containers and educational signage next to every trash can in our seven (7) parks. Our two (2) high-flow parks are JFK and Civic. Each park has its own unique programming. JFK Park is home to the following: youth baseball/softball program, skate park, tennis/pickleball courts, community events and the Blacklick Trail. Civic Park is home to the following: adult softball, youth soccer, cricket, basketball courts, community events, and a 1.3 mile paved trail. Based on the 2019 Annual Report numbers, the RPRD served 60,830 persons through our sports leagues, 19,793 persons at our special events, tennis and pickleball. These numbers do not include the daily park visitors for basketball, trail usage, and playgrounds. Currently 47 employees will take part in the recycling program at City Hall and the Senior Center. Theoretically, we could bring educational awareness to 80,000 people plus on a yearly basis.

9. As stated Reynoldsburg has seven (7) City Parks, as well as two (2) community gardens, and one (1) public parking lot. Our vision is to purchase 30 recycling bins, 30 sign blanks (these will be used to create the educational signage in-house for the parks), 53 Deskside Collection Stations, and three (3) Double Mixed Waste Watchers. The recycling bins will be placed on a concrete pad next to our existing trash receptacles in all parks, gardens and in the public parking lot. In addition to the bins and concrete pads, educational signage will be placed with each receptacle/bin. A general contractor will be hired to pour all of the concrete pads. The educational signage will consist of a rebus, as Reynoldsburg is a very diverse community. In fact, the Reynoldsburg City School District services populations from 57 different language backgrounds. It is our opinion that to reach the vast majority of individuals a rebus, instead of words, will help us to accomplish our goal.

10. As municipalities such as Reynoldsburg continue to emerge from the pandemic, we are always looking to utilize new and innovative resources to best serve the residents of Reynoldsburg. This grant is a great example of a partnership that would benefit all residents of Reynoldsburg and increase recycling within our parks. By utilizing the funds from this grant, we would be in a position to build off the momentum from the grant money and make additional needed improvements to our parks that may have not been feasible otherwise. This would ultimately leave a sustainable and lasting impact on the Reynoldsburg community as a whole.

11. This project will be sustainable as we intend to purchase a bin that has a 5-10 year life cycle; the bins will be anchored to the concrete to reduce vandalism and theft. The Reynoldsburg Parks & Recreation Department grounds crew will empty the bins when full. The material will be deposited into a designated recycling dumpster at the Parks Maintenance Facility. The department will budget $2,500-$5,000 each year to replace any damaged bins, concrete pads, or signage.

12. Currently 20 recycling bins are placed throughout our parks. The bins (30) were awarded to the parks through a grant from Dr. Pepper/Snapple in 2017. In 2019 and 2020, we lost 10 bins to flooding and vandalism. Since 2017, we have diverted 38,000 pounds from the landfill. By adding educational signage and a recycling bin next to every landfill receptacle, we will decrease the amount of waste that would otherwise be sent to the landfill. The educational signage will be created in-house by the Reynoldsburg Street Department. The educational signage is a vital component that is missing from our recycling program in the parks.

Attachment: Exhibit A - Reynoldsburg (SWACO 2022 Community Waste Reduction Grant)

13. The Reynoldsburg Parks and Recreation Department has not been awarded a SWACO grant in the last three years. However, the City of Reynoldsburg did receive a SWACO grant in 2018 for the Community Recycling Cart program. The Community Recycling Cart program was for recycling carts to be distributed to approximately 10,705 residential homes. Our current request will expand recycling into our parks, City Hall, and the Senior Center.
14. The photos below show the current landfill container and the proposed recycle container along with the proposed educational signage for our parks.

The photos below show the proposed Deskside Collection Station and Doubled Mixed Waste Watcher system for City Hall and the Senior Center.

Deskside Collection Station

Double Mixed Waste Watcher—common areas

15. Reynoldsburg encompasses three counties east of Columbus eastern Franklin County, southwest Licking County and, northwest Fairfield County. We have a diverse community of approximately 38,000 people. With such a large population of people who are new to the United States, we believe this program will help bring awareness about recycling in general and will encourage recycling while in the parks, City Hall and Senior Center.
16. All recyclable materials will be targeted for diversion out of landfills. This will include but is not limited to plastic bottles and containers, cans, glass, and paper products.

Attachment: Exhibit A - Reynoldsburg (SWACO 2022 Community Waste Reduction Grant)

17. Parks maintenance staff will remove all landfill and recyclable material on a daily basis (peak season) and a weekly basis (non-peak). RPRD will follow best practices when it comes to the bags placed inside the containers. Landfill containers will have a black bag and recycle containers will have a clear bag. The landfill bags will be placed in the dumpster designated for the landfill and the recycle bags will be emptied into the recycle dumpster. If the recycle bags can be reused, they will be. For recycling in City Hall and the Senior Center the facilities maintenance staff will empty the contents into a blue toter that will be lined with a clear plastic bag. These bags will be picked up by the Parks grounds staff and emptied into the dumpster at the Parks Facility building. Dumpsters are located at the Parks Maintenance Facility, which is gated and locked. The City is currently reviewing contracts for the selected hauler for 2022. This hauler will remove all waste and recyclable material. Recyclable materials will be taken to the Rumpke Recycling Material Recovery Facility.
18. It is our goal to create a successful program and this can only happen if we have the most updated information and best practices available to us. We envision working closely with SWACO to ensure we are using these best practices in our recycling program to guarantee maximum visibility and participation.
19. Public announcements will be made via all social media outlets, which includes over 18,000 followers across Facebook, Twitter, and Instagram as well as in our Heirloom program guide, which reaches over 10,000 households twice annually. All signage and messaging about and for the project will have the SWACO logo clearly displayed and information about how the project was funded. A presentation to the Reynoldsburg City Council and the Reynoldsburg Parks and Recreation Commission will take place.
20. In-kind contribution will come in the form of in house installation of the recycling containers and signage in our parks. Our parks maintenance staff will do this labor.
21. Implementing a new program like this would help provide a framework for future projects specifically in parks departments. Parks are unique spaces utilized by many different people for many different activities. Having a program in place that has met these challenges and had opportunity to troubleshoot issues will be an asset to SWACO when implementing programs in similar spaces. Additionally, lessons learned from this project can be applied at various scales in communities where language and cultural barriers exist.

Attachment: Exhibit A - Reynoldsburg (SWACO 2022 Community Waste Reduction Grant)

SWACO
FROM WASTE TO RESOURCES

FORM C: Project Budget

APPLICANT NAME: ____City of Reynoldsburg Parks and Recreation_____

Example Budget:

Requested Grant Request: **$12,488.82**

Required 25% Applicant Cash Contribution: **$ 4,162.95**

Total Project Cost: **$16,651.77**

Please complete the table below for your grant request:

- Under the ITEMS column, include a description of each item listed in separate rows.
- Under the GRANT REQUEST column (Column A), provide the grant request dollar amount.
- Under the 25% MINIMUM CALCULATION column (Column B), multiply the GRANT REQUEST by 25% (Column A x .25) to calculate the minimum cash contribution required.
- Under the CASH CONTRIBUTION (Column C), enter the cash contribution you are providing. This amount must be equal to or greater than the amount calculated in Column B.
- Under the TOTAL column, add the GRANT REQUEST and CASH CONTRIBUTION (Column A + Column C) to calculate the total cost for each line item.

	Column A	Column B	Column C	Column D
ITEMS	**GRANT REQUEST**	**25% MINIMUM CALCULATION (Column A x .25)**	**CASH CONTRIBUTION (At least 25%)**	**TOTAL (Column A + Column C)**
Recycle Barrel with Lid Recycle Away	$11,056.40	$2,764.10	$3,685.47	$14,741.87
Double Mixed Waste Watcher Busch Systems	$ 710.55	$ 177.64	$ 236.85	$ 947.40
Deskside Collection Station Busch Systems	$ 556.50	$ 139.13	$ 185.50	$ 742.00
Alum. Sign Blanks 12"x18" Osburn Associates, Inc.	$ 165.37	$ 41.34	$ 55.13	$ 220.50
TOTALS	***$12,488.82*** *Total Funds Requested*	***$3,122.21*** *25% Minimum Applicant Funds Provided*	***$4,162.95*** *Total Applicant Funds Contributed*	***$16,651.77*** *Total Project Cost*

Attachment: Exhibit A - Reynoldsburg (SWACO 2022 Community Waste Reduction Grant)

BUDGET SUMMARY AND REQUIREMENTS:

Please submit a Budget Summary on a separate sheet of paper. Please provide a detailed description for each item and how the item will be used in the project. Additionally, please describe and provide supporting documentation for how the 25% cash contribution requirement will be met. Your contribution MUST relate to the project activities that funding is being requested for. Documentation including quotes, cost estimates, and specifications for proposed items to be purchased are required.

50% UPFRONT FUNDING REQUEST REQUIREMENTS:

Generally, awarded grant funds are provided on a reimbursement basis at the completion of the project and after approval of the final report. However, half (50%) of the grant funding may be available upfront upon request. **Please follow the below directions to request 50% upfront funding.**

For an applicant to be considered for 50% upfront funding, the applicant must provide sufficient justification of the need. Please provide the justification for upfront funding in the Budget Summary above and complete the below table:

	Requested Total Grant Funds	Requested 50% Upfront Funding	25% Initial Cash Contribution (to Support 50% Upfront Funding & Expenditures)	Remaining 50% Grant Dollars (Reimbursed at conclusion of the project)	25% Final Cash Contribution (reported to SWACO upon Project Completion)
Example Request					
	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00

If the grant application is awarded funding and the 50% upfront funding request is approved, recipients will submit an invoice to request upfront funding after execution of the grant agreement. Recipients must provide documentation that a 25% cash contribution, specific to the upfront payment and associated expenditures, is available and committed to the project. Documentation could include purchase orders, bank statements, or other forms of proof.

The remaining 50% of awarded grant funding will be reimbursed to the grant recipient upon completion of the project and after approval of the final report.

Attachment: Exhibit A - Reynoldsburg (SWACO 2022 Community Waste Reduction Grant)

Reynoldsburg
PARKS & RECREATION

Budget Summary and Requirements

The City of Reynoldsburg Parks and Recreation will purchase 30 recycling barrels with lift off lids from Recycle Away. The price per barrel is $468.00. Total cost with shipping will be $14,741.87. Recycling barrels will be placed next to landfill containers in our parks.

Recycling will be implemented at City Hall and Senior Center. We will be purchasing three (3) Waste Watcher Double Mixed bins from Busch Systems. Waste Watcher bins will be placed in the main room of the Senior Center; breakroom at City Hall and in the lobby of City Hall. These bins come with signage that will assist employees and visitors in recycling properly. Each bin costs 315.80 for a total of $947.40.

In addition to the Waste Watcher Double Mixed bins, we will adding the Deskside Collection Station from Busch Systems to each employee office or workstation at City Hall and Senior Center. This collection station has a recycling container with a landfill container attached. This combination will empower employees to make a conscientious effort to recycle. Each Deskside Collection Station costs $14.00. We will be purchasing 53 stations for a total of $742.00.

Educational signage will be placed in the parks next to landfill and recycling containers. This signage will be printed in-house by the Reynoldsburg Street Department. Signs will be printed on a 12"x18" aluminum sign blank. Final signage will be created with input from SWACO. Each sign costs $7.35 for a total of $220.50.

The Reynoldsburg Parks and Recreation Department will include the 25% match in the 2022 department budget. The 25% match will be $4,162.95.

HOME / CHILD / WASTE WATCHER - DOUBLE - MIXED RECYCLABLES-WASTE SKU: 100964 - MIXED-FULL - GREY-BLUE-BLACK

Back To Parent Product

WASTE WATCHER - DOUBLE - MIXED RECYCLABLES-WASTE - MIXED-FULL - GREY-BLUE-BLACK

YOUR PRICE:

USD $315.80

REWARDS ★★★

1 ADD TO CART

DESCRIPTION ACCESSORIES UNIT SPECS SHIPPING SPECS

For over 10 years the Waste Watcher® has been helping thousands of campuses, municipalities, offices, and other organizations achieve their waste diversion goals! This North-American made container prioritizes sustainability, customization, and convenience to meet the needs of our customers. Choose from a variety of stocked colors, openings, signage options, and accessories to help you communicate stream differentiation and achieve your program goals.

Common Area
City Hall + Senior Center

HOME / CHILD / OFFICE COMBO - DOUBLE - MOBIUS LOOP-WASTE - SOLID LIFT - BLUE-BLACK SKU: 101403

Back To Parent Product

OFFICE COMBO - DOUBLE - MOBIUS LOOP-WASTE - SOLID LIFT - BLUE-BLACK

YOUR PRICE:

USD $14.00

REWARDS

1 ADD TO CART

DESCRIPTION | ACCESSORIES | UNIT SPECS | SHIPPING SPECS

Looking to kick your office recycling program into gear? Our Recycling and Waste Baskets joined with our Hanging Waste Basket encourages your personnel to Recycle more and Waste less.

FEATURES

- Peer-reviewed, proven-to-work bin available in three different sizes
- Ridges on bottom corners of the container reduce sliding on carpeted spaces
- Inside rounded edges eliminate build up of dirt and grime in corners
- When paired with our Hanging Waste Basket the Deskside Recycler is proven to improve recycling rates

Individual office / workstation
City Hall & Senior Center

SHOPPING CART

NAME	QTY	AMOUNT
Item No: 100964 **Catalog:** Busch Retail Catalog **Availability:** Common area City Hall & Senior Center	**Qty:** 3 (EA)	**Price:** $947.40 USD
Item No: 101403 **Catalog:** Busch Retail Catalog **Availability:** Individual offices / work stations City Hall + Senior Center	**Qty:** 53 (EA)	**Price:** $742.00 USD

ORDER TOTALS

Subtotal: $1,689.40

Total: $1,689.40 USD

DISCOUNT CODE

APPLY COUPON >

LANDFILL

PAPER & PLASTIC CUPS / LIDS / STRAWS

PLASTIC & FOAM CONTAINERS

NAPKINS / PAPER PLATES / PLASTIC UTENSILS

CHIP BAGS / WRAPPERS

FOOD SCRAPS

FOIL

Remember to recycle foil-lined wrappers and k-cups, and donate plastic bags in the appropriate locations at SWACO

Recycle Right
MAKE A DIFFERENCE

SWACO

RECYCLE

PLASTIC BOTTLES & JUGS

Please empty and leave lids on

CARTONS

Rinse and remove lids

GLASS BOTTLES & JARS

All colors accepted

PAPER & CARDBOARD

Please flatten cardboard

METAL CANS

Recycle Right
MAKE A DIFFERENCE

SWACO

NOT TO SCALE

Attachment: Exhibit A - Reynoldsburg (SWACO 2022 Community Waste Reduction Grant)

recycle away
Systems & Solutions

35 Frost Street, Brattleboro, VT 05301

800.664.5340
sales@recycleaway.com

Customer Information

Quote #0062092
ACCOUNT REP Amanda Gilbert

Buyer:
City of Reynoldsburg
7232 East Main Street
Reynoldsburg, OH
43068

(614) 322-6806
dbauman@ci.reynoldsburg.oh.us

Bill To:
City of Reynoldsburg,
Parks and Recreation
7232 East Main Street
Reynoldsburg, OH
43068

Ship To:
City of Reynoldsburg,
Parks and Recreation
7232 East Main Street
Reynoldsburg, OH
43068

QUOTE DATE	QUOTE AMOUNT	QUOTE EXPIRES
June 30, 2021	**$14,040.00**	July 30, 2021

Shipping and Delivery Notes:

Shipping cost includes lift-gate service and call ahead, it does not include inside delivery or other special services and assumes the use of a 53'delivery truck. Please let us know if you have special delivery requirements.

Lead time for these containers is : **10 - 12 Weeks**

ITEM CODE	QTY	DESCRIPTION	UNIT PRICE	TOTAL
N1-20335P1	**30.00**	**Recycling and Waste Barrel with Lift Off Lid** Size: 35 GAL Body Color: Blue Lid Color: Blue Opening: Small Circle Label: Recycle Website price $504	**$468.00**	**$14,040.00**

Subtotal	$14,040.00
Tax	$
Shipping	$701.87
Total	$14,741.87

- To approve your quote via **FAX**: Print, Sign and Fax this page to **888.506.0210**
- To approve your quote via **USMail**: Print, Sign and Mail this page to **Recycle Away, 35 Frost Street, Brattleboro, VT 05301**
- To approve your quote via **Email**, fill out download to us at **sales@recycleaway.com**

Signature: _____

Email: _____

Attachment: Exhibit A - Reynoldsburg (SWACO 2022 Community Waste Reduction Grant)

Osburn Associates, Inc.
A Manufacturing Company
http://www.OSBURNS.com

Quotation

Date	7/28/2021
Quote #	71869
Expire Date	8/27/2021

Effective May 1st, we have instituted a $200.00 minimum order.

Name / Address	Ship To
City of Reynoldsburg Parks and Rec Dept 7232 E Main St Reynoldsburg, OH 43068	City of Reynoldsburg Parks and Rec Dept 1615 Truro Ave Reynoldsburg, OH 43068 Attn: Andy Evans

"DUE TO THE FLUCTUATING MARKET, PRICES AND AVAILABITY ARE SUBJECT TO CHANGE WITHOUT NOTICE."

Customer Contact	Customer Fax	Rep	FOB	Terms
		KA		Net 30

Item	Description	Qty	U/M	Unit Price	Total
AB1218-080	ALUM BLANK, 12" X 18", .080, R1.5 + SHIPPING	30		7.35	220.50

All Avery TrafficJet Signs now come with complimentary Anti-Graffiti film and extended warranty. Type IV is now 12 years and Type XI is 15 years.

Thank you for the opportunity, Kristy

Total $220.50

Prices are subject to change

PO Box 912, Logan, OH 43138
PH 1-800-523-8917 Fax 1-740-385-7592

All materials are Non-cancellable and Non-returnable unless specified in writing on this quote and or orders.
Prices do not include installation, brackets or hardware unless specified on this quote or order.

Shortages or damaged material must be noted on bill of lading at time of delivery. If not, customer will be responsibile for payment of material.

Signature or PO# required for approval

Prepared By: KRISTY

Also by signing, you agree that all information is correct.

Attachment: Exhibit A - Reynoldsburg (SWACO 2022 Community Waste Reduction Grant)

SWACO
FROM WASTE TO RESOURCES

Final Report Checklist

Please be sure to submit the following documentation:

_____ **Narrative Final Report**.

_____ **Notarized Grant Certification Form.**

_____ If applicable, **Equipment Final Report**.

_____ If applicable, copies of all receipts for approved Equipment and Supplies purchased.

_____ If applicable, receipts from haulers for recycling, composting and landfill hauling services.

_____ If applicable, Professional Service reports, invoices, and proof of payment.

_____ If applicable, copies of outreach and engagement documents (brochures and/or other literature) relating to the project.

_____ At least 5 electronic pictures of program/project.

_____ Copies of outreach and engagement documents relating to the project.

_____ Invoice, on award recipient letterhead, requesting the approved reimbursement funding amount.

Please Note: This document does not need to be submitted with the Final Report documents.

Attachment: 2022 CWR - Exhibit B (SWACO 2022 Community Waste Reduction Grant)

SWACO
FROM WASTE TO RESOURCES

Final Report Narrative

GRANTEE NAME: _____**DATE:** _____

PROJECT NAME: _____

Please summarize the activities, goals, objectives, and results for the project below. **Please provide the Final Report Narrative on separate sheets.**

REPORT DETAILS

1. Please describe how the project outcomes met the original goals and objectives.

2. Please describe if the outcomes of the project will continue to reduce waste or increase recycling in future years.

3. What activities were conducted to promote or increase awareness of the project?

4. What where the main components/activities that helped the project to succeed?

5. Please describe key lessons learned. What were the main challenges or barriers and how were they addressed?

6. Please list and describe the types of materials that were reduced, reused, recycled, and/or composted.

7. Please list the amounts (in pounds or tons) of materials that was diverted from the landfill and describe how the impact was measured.

8. Please provide the number of people impacted or that participated in the project/program.

9. Did this project help to support or create a new position or jobs? If so, how many positions were supported or created?

10. Please describe how the project funds were used. The types of equipment, goods or services that were used and any site improvements that were made.

11. How could the outcomes of this project assist other organizations and/or communities in central Ohio?

12. Please provide any additional information that you feel would be helpful to understand the project outcomes.

Attachment: 2022 CWR - Exhibit B (SWACO 2022 Community Waste Reduction Grant)

13. Would you consider asking for Grant Funds in the future to expand or improve this program or for a different program?

14. Please provide any feedback to SWACO Staff about the Grant Program, Application Process, or implementation of the Grant, including what you found helpful or what could be improved.

- If applicable, please provide copies of outreach and engagement documents (brochures and/or other literature) relating to the project.

- Please provide at least 5 electronic pictures of the project including signage and equipment.

Attachment: 2022 CWR - Exhibit B (SWACO 2022 Community Waste Reduction Grant)

SWACO
FROM WASTE TO RESOURCES

Final Report Equipment

GRANTEE NAME: _____ **DATE:** _____

PROJECT NAME: _____

TOTAL GRANT AWARD: $_____ **TOTAL MATCH PROVIDED:** $_____

Please List each piece of equipment purchased in full, or in part, with grant funds that cost $300.00 or more. Include the listed information for each piece of equipment. **Copy this form as needed to account for all grant funded equipment purchased.**

Equipment Type:	Total Number of Items:	Model Year:
Model #:		Delivery Date:
Serial / ID #:		Grant Year Obtained:
Equipment Location:		
Total Grant Spent: $	Total Match Spent: $	Total Spent: $

Equipment Type:	Total Number of Items:	Model Year:
Model #:		Delivery Date:
Serial / ID #:		Grant Year Obtained:
Equipment Location:		
Total Grant Spent: $	Total Match Spent: $	Total Spent: $

Equipment Type:	Total Number of Items:	Model Year:
Model #:		Delivery Date:
Serial / ID #:		Grant Year Obtained:
Equipment Location:		
Total Grant Spent: $	Total Match Spent: $	Total Spent: $

Attachment: 2022 CWR - Exhibit B (SWACO 2022 Community Waste Reduction Grant)

2022 SAMPLE INVOICE			
Directions: In order to request grant reimbursement for the Community Waste Reduction Grant, please submit an invoice, on organization letterhead, including the below information. Upon reveiw and approval of the Final Report and required supporting documentaton, a reimbursement check will be issued and mailed to the address provided. ***Please be sure to include all items contained in this sample invoice document.***			
Date: _____	**Purchase Order Number: _____**		
	Please find the PO number on the upper right-hand corner of the grant agremeent.		
To:			
Kristi Higginbotham	**Your Company Name:**		
Programs Administrator	Contact Name & Title		
Solid Waste Authority of Central Ohio	Address		
4239 London Groveport Rd	Phone		
Grove City, Ohio 43123	Email Address		
Description: Please explain, "Pursuant to purchase order number…" and clarify the purpose of the grant with a brief description of the project and the 25% monetary match towards this request. Please attach all supporting documentation for proof of payment for the total reimbursement request and the 25% monetary match. These documents could include invoices with receipts, canceled checks, bank statements, and other documents proving payment was made, received, and the 25% provided.	**Grant Amount:** **$**	**Invoice Amount:** **$**	**25% Monetary Match:** **$**

SOLID WASTE AUTHORITY OF CENTRAL OHIO
GRANT CERTIFICATION FORM

County of _____)
) ss:
State of _____)

I, _____, ("Affiant"), and on behalf of the Award Recipient, do hereby certify, swear, or affirm, and declare the information herein is true and accurate, and that any and all expenditures incurred relating to the project are consistent and in accordance with the provisions of the SWACO Grant Application and related Grant Agreement. Affiant hereby attaches all receipts, invoices, proof of payments made, and verifies that said expenses were incurred in the performance of the project and are allowable expenses pursuant to the Event Waste Reduction Grant Program.

AWARD RECIPIENT NAME: _____DATE:_____

PROJECT NAME: _____

	Column A	Column B	Column C	Column D
ITEMS: Please list each expense separately.	**GRANT REQUEST**	**25% MINIMUM CALCULATION (Column A x .25)**	**CASH CONTRIBUTION (At least 25%)**	**TOTAL (Column + Column C)**
Example Item 1	*$10,000*	*$2,500*	*$2,500*	*$12,500*
Example Item 2	*$10,000*	*$2,500*	*$3,500*	*$13,500*
TOTALS	**$** *Total Funds Requested*	**$** *25% Minimum Applicant Funds Provided*	**$** *Total Applicant Funds Contributed*	**$** *Total Project Cost*

Attachment: 2022 CWR - Exhibit B (SWACO 2022 Community Waste Reduction Grant)

1. In addition to completing the table, **on a separate sheet of paper** please describe the items that were purchased with grant funds. Please also describe how the 25% monetary matching funds requirement was met and **attach proof of the matching dollars.**

2. **Please attach all receipts for purchases and/or invoices and proof of payment** for Professional Services.

3. If applicable, **please attach all receipts from haulers that include the cost and amount of solid waste, recyclable, and compostable materials received at disposal and/or recycling facilities.**

4. Note: SWACO has a notary available to assist. Please request assistance if this service is needed.

Affiant further certifies the accuracy of the amount of Grant Funds budgeted for performing the Grant, the actual costs incurred by the Grantee in performing the Grant, and the amount of Grant Funds requested for reimbursement.

By signing this Grant Certification Form, Affiant agrees on behalf of the Grantee to any and all reasonable requests, inspections, or audits made by SWACO as to information relating to Grant Activities and/or the use of Grant Funds. Affiant shall maintain records of any receipts, invoices, purchase orders, and/or payments relating to expenditures incurred during the performance of Grant Activities for a period of not less than three (3) years. Affiant shall permit SWACO staff, agent and/or contractors to examine and inspect said records or the completion of Grant Activities at Grantee's facility during normal operating hours within two (2) weeks following SWACO's written request for such access.

AFFIANT CERTIFIES THAT ALL STATEMENTS CONTAINED HEREIN AND ATTACHED HERETO ARE TRUE AND CORRECT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF AND UNDER PENALTY OF LAW. FALSIFICATION OF ANY SUCH STATEMENTS IS A CRIMINAL OFFENSE AND SHALL SUBJECT AFFIANT TO PERJURY.

FURTHER AFFIANT SAYETH NOT.

_____
(Signature)

_____
(Date)

Subscribed and sworn before me this _____ **day of** _____, 20_____.

(Notary Seal)

_____
Notary Public
My commission expires _____

THE NOTARIZED SIGNATURE OF AFFIANT ACKNOWLEDGES THAT ANY FALSE OR PERJURED STATEMENTS SUBJECTS AFFIANT TO CRIMINAL LIABILITY UNDER SECTION 2921.13 OF THE REVISED CODE, WHICH CARRIES A PENALTY OF UP TO SIX (6) MONTHS IN JAIL AND/OR A $1,000 FINE.

Attachment: 2022 CWR - Exhibit B (SWACO 2022 Community Waste Reduction Grant)

Project # D-100-7010
PO #_____

Solid Waste Authority of Central Ohio

2022 Community Waste Reduction Grant Agreement

This 2022 Community Waste Reduction Grant Agreement ("Agreement") is made and entered into by and between the Solid Waste Authority of Central Ohio ("SWACO"), a regional solid waste authority established pursuant to Ohio Rev. Code §343.011, and City of Reynoldsburg ("Grantee"), with a business address of 7232 East Main Street, Reynoldsburg, Ohio 43068.

WITNESSETH THAT:

WHEREAS, pursuant to its amended Solid Waste Management Plan ("Plan"), SWACO implements programs to increase solid waste reduction, reuse, and recycling within SWACO's District and awards funding to various organizations to implement such programs; and

WHEREAS, as part of the Plan, SWACO has implemented the 2022 Community Waste Reduction Grant Program ("2022 CWR Grant" or "Grant") to provide funding for innovative projects that seek to significantly reduce waste and/or increase the diversion of recoverable materials from the landfill; and

WHEREAS, Grantee has applied to SWACO for funding to implement a project that qualifies for a 2022 CWR Grant; and

WHEREAS, Grantee agrees to perform in compliance with the terms, promises, conditions, and assurances as outlined in this Agreement, as well as Grantee's Application for the 2022 CWR Grant, a copy of which is attached hereto as **Exhibit A**, as well as any other terms as contained in the exhibits and incorporated herein by reference as if fully set forth herein.

NOW THEREFORE, in consideration of the mutual covenants by and between the parties hereto, the parties agree as follows:

Section I – Grant Funds: SWACO hereby awards to Grantee funding in an amount not to exceed Twelve Thousand Four Hundred Eighty-Eight Dollars and Eighty-Two Cents ($12,488.82) ("Grant Funds") for the purpose of implementing the project as detailed in Grantee's Application and as approved by SWACO ("Project"). Costs incurred by Grantee for items or activities that are not approved by SWACO as part of the Project, or costs in excess of the amounts specified as approved by SWACO for the Project, will not be reimbursed by SWACO. Any activities or services not yet performed or completed at the time of the request for reimbursement or Grant-related expenditures made prior to the effective date of this Agreement shall not be reimbursed. If applicable, Grantee agrees to maintain and expend the required match of Grant Funds in the manner as required pursuant to the terms of the Grant program.

A. Should Grantee apply for upfront funding and said request is approved by SWACO, SWACO shall pay to Grantee, subject to cash availability, fifty percent (50%) of the Grant Funds at the start of the Project, to be used for Project costs according to Grantee's Approved Budget as contained in Grantee's Application. A final distribution of the remaining fifty percent (50%) of the Grant Funds will be provided upon receipt and acceptance of the Final Report and closeout of the Grant by SWACO. SWACO reserves the right to withhold any Grant Funds until the end of the Grant period, until proper reconciliation of the Grant account, or for any other reason in SWACO's sole and complete discretion.
    i. Grantee shall provide proof of the twenty-five (25%) match of the fifty percent (50%)

Attachment: 2022 SWACO Community Waste Reduction Grant Agreement.docx (SWACO 2022 Community Waste Reduction Grant)

upfront funding request to SWACO when reimbursement is requested. Grantee shall provide the information contained in the attached "Sample invoice for requesting 50% upfront funding" to process the request.

B. SWACO reserves the right to withhold any Grant Funds until the end of the Grant period, until proper reconciliation of the Grant account, or for any other reason in SWACO's sole and complete discretion. The parties understand and agree that all payments made under this Grant award are based on actual costs and upon Grantee's satisfactory performance of Grantee's obligations under this Agreement.

C. Grantee shall establish and maintain separate accounting records for the management of Grant Funds pursuant to this Agreement consistent with generally accepted accounting practices.

D. Grantee shall be solely responsible for ensuring that all contracts awarded to a contractor for the establishment of Project-related facilities or structures include provisions guaranteeing the availability of suitable land or property in or on which to operate.

E. Grantee shall obtain any and all necessary licenses, permits, or inspections required by any governmental agency.

F. Grantee shall be solely responsible for ensuring that any and all contractors have obtained any and all necessary licenses, permits, or inspections required by a governmental agency.

G. Grantee shall be responsible for ensuring that the property on which the Project is constructed or maintained is in compliance with all directives given by health, safety, or fire officials resulting from regular or special inspections by those agencies.

Section II – Project Requirements

A. Should any of the Grant Funds be intended for signage promoting recycling or diversion activities, Grantee shall utilize those images, text, and logos as included in the SWACO *Recycle Right Make a Difference* and *Save More Than Food* diversion programs. Any signage incorporating other styles, image types, brands, and/or wording must be submitted to SWACO prior to purchasing and must be mutually agreed upon by the Parties in writing. SWACO reserves the right to refuse reimbursement to Grantee should signage be purchased without obtaining prior approval from SWACO.

B. Grantee shall collaborate with SWACO on communications about the Project using the Grant Recipient Media Tool Kit as provided by SWACO, and provide SWACO the opportunity to review and comment on public communications recognizing SWACO's contribution to the Project prior to publishing. The Grant Recipient Media Tool Kit shall include but is not limited to the following materials:
   i. Use of SWACO logo;
   ii. Sample press release;
   iii. Sample signage templates; and
   iv. Social Media posts to platforms such as Facebook, Twitter, and Instagram using the SWACO designated tags relating to the Project.

C. Grantee shall work with SWACO to produce the following, as requested by SWACO:

i. Television, radio, and/or print media;
ii. Promotional videos;
iii. Presentations to any boards, councils, and/or other community groups;
iv. Newsletters;
v. Updates to Grantee webpage and link(s) to SWACO's website(s);
vi. Press releases;
vii. Social media posts; and
viii. Invitation to Grantee's governing council or board meeting in order to share information about the Project and Grant award from SWACO. SWACO may choose to provide a letter to Grantee's leadership informing them of SWACO's Grant award, role, and mission.

D. Grantee shall, to the extent practicable, recognize SWACO's contributions to the Project. Grantee agrees to recognize SWACO as providing funding for the Project in all communications made by Grantee to the public. Grantee shall provide SWACO with an opportunity to review and comment on any public communication recognizing SWACO's contribution to the Project.

i. Should the Project involve the diversion of food wastes or organics, Grantee shall meet with SWACO's Grant Administrator and/or the designated SWACO Programs Administrator to discuss use and/or promotion of SWACO's *Save More Than Food* campaign resources.
ii. Should the Project involve recycling or diversion activities to be implemented in a school or school-related program, Grantee shall meet with SWACO's Grant Administrator and/or the designated SWACO Programs Administrator to discuss use and/or promotion of SWACO's *School Recycling* Resources.
iii. Should the Project include the purchase of material diversion containers, Grantee shall consult with SWACO staff before purchasing such containers in order to identify the most appropriate style of container to support the Grant activities and best practices for successful diversion implementation. SWACO reserves the right to refuse reimbursement to Grantee should diversion containers be purchased without obtaining prior approval from SWACO.
iv. If applicable, Grantee shall invite SWACO representatives to a Grantee staff and volunteer training, virtually or in person, to provide recommendations for waste diversion, recycling, composting, and education and outreach.

E. Should Grant Funds be awarded in the amount of three hundred dollars ($300.00) or more for equipment, the Grant Budget Statement shall include the cost of signage to be placed on the equipment with SWACO's logo and a statement recognizing the Grant Funds as provided by SWACO.

F. Grantee shall provide data relating to diversion activities as a result of the Grant Funds for one (1) year after the closeout of the Project.

G. Grantee hereby grants permission and authorizes SWACO the right to take, edit, alter, copy, exhibit, publish, distribute, and make use of any and all photographs or video relating to the equipment or materials as provided pursuant to this Agreement, any awards or recognition materials relating to the Grant, and/or of any staff members that participated or administered the Grant on behalf of Grantee, for

any lawful promotional purposes, including but not limited to newsletters, flyers, posters, brochures, advertisements, annual reports, press kits and submissions to journalists, websites, social media channels, and other print and digital media communications, without compensation or any other consideration. This authorization extends to all languages, media, formats, and markets now known or later discovered and shall continue indefinitely otherwise revoked and provided to SWACO in writing. Grantee acknowledges that its participation is voluntary and further waives the right to inspect or approve any finished product in which the aforementioned equipment, materials, and/or staff appear. Said materials shall become the property of SWACO and shall not be returned.

H. Grantee shall meet with the SWACO Grant Administrator, Communications Manager, and any other SWACO Staff member as designated to collaborate on the Project Requirements and discuss the Grant Activities and Project status.

Section III – Insurance: Grantee shall be solely responsible for maintaining sufficient insurance on any property site and/or improvements for which Grant Funds have been expended, or to help re-establish any physical plant, structure, and/or operation in the case of fire, theft, or other destructive occurrence.

A. Grantee must maintain an insurance policy in an amount sufficient to cover the replacement value of any equipment or assets purchased or obtained with Grant Funds.

B. Each policy of insurance required to be purchased and maintained by Grantee shall:

   i. Name SWACO as an additional insured on Grantee's insurance policy;
   ii. Grantee's insurance policy must be purchased from an insurance carrier rated by A.M. Best as A-, VII or better; and
   iii. Each policy and respective certificate of insurance shall expressly provide that should Grantee's insurance lapse, be canceled, non-renewed, or materially altered, Grantee shall provide SWACO with no less than thirty (30) days' prior written notice of such cancellation, non-renewal, expiration, or material alteration of the coverage contained in such policy or evidenced by such certificate of insurance.
   iv. Within fifteen (15) days of the execution of this Agreement, Grantee shall, without demand, furnish SWACO with a certified copy of any insurance certificate and/or additional insured endorsement required to be purchased or maintained by Grantee under the terms of this Agreement. Failure of Grantee to comply with the terms and conditions of this paragraph shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by SWACO.

C. Grantee shall maintain all insurance in the required amounts, without interruption, during the entire Grant period. Failure of Grantee to comply with the terms and conditions of this Section shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by SWACO.

D. Insurance policies required to be purchased and maintained by Grantee may include a reasonable loss deductible, as is customary for Grantee's industry, which shall be the sole responsibility of Grantee to pay in the event of any covered loss.

E. Regardless of the amount of any insurance proceeds recovered by the parties under the insurance policies set forth above, Grantee shall be liable to SWACO for the full amount of any claims, damages, losses, liens, causes of action, suits, judgments, and expenses (including reasonable attorney's fees and other reasonable costs of defense) of any nature, kind, or description which are in excess of such insurance proceeds.

F. Should Grantee be unable to perform any or all of the Project activities as detailed herein or in the attached exhibits, Grantee shall provide notice to SWACO within thirty (30) days of the determination by Grantee that the Grant activities are unable to implement or complete the Grant activities as detailed in Grantee's Application or as approved by SWACO. Grantee shall return Grant Funds in whole or in part to SWACO within forty-five (45) days of the written notice of non-performance as determined by SWACO, or such notice provided by Grantee and approved by SWACO in its sole and reasonable discretion. In the event of fire, theft, or other destructive occurrence which renders the equipment or operation financed by Grant Funds useless, incapacitated, or otherwise non-operational, SWACO may, in its sole discretion, require Grantee to return the Grant Funds as detailed in this section or re-establish any physical plant, structure, equipment, and/or operation within forty-five (45) days of date of loss.

Section IV – Closeout: The Grant will be closed out after SWACO receives and approves the completed Final Report and has an opportunity to witness the Grant-funded project equipment in operation, if applicable. The maximum Grant period is twelve (12) months, with a completion date of **December 31, 2022**; however, Grantee may request to fiscally close out the Grant earlier than the established deadline of December 31, 2022. The Final Report, as discussed below, may be submitted at the close of the Grant project, but in no event shall be submitted later than **5pm on February 11, 2023**. A copy of the Final Report to be completed by Grantee is attached hereto as **Exhibit B**.

A. Grantee's total expenditures cannot exceed the total amount as provided in the final Approved Budget unless written approval is granted by SWACO, in its sole and complete discretion.

B. Should Grantee be awarded an initial disbursement of Grant Funds pursuant to an approved request for upfront funding for the Project and the maximum allowable amount of Grant Funds as approved for Grantee is greater than the initial disbursement, upon receipt and approval of the Final Report, supporting documentation, and any such other items as required by SWACO relating to the Grant, SWACO will release the final payment of Grant Funds to Grantee.

C. Should Grantee be awarded an initial disbursement of Grant Funds pursuant to an approved request for upfront funding for the Project and said disbursement is less than the amount of Grant Funds expended, Grantee agrees to return the unused Grant Funds to SWACO within forty-five (45) days of closeout notification. Grantee agrees to reimburse SWACO for any costs incurred in the collection of the unused Grant Funds.

D. Grantee is required to submit a Final Report, including a Project Narrative, an Equipment Final Report, if applicable, and a notarized Financial Final Report, including the Grant Certification Form, after the completion of the Grant Project and in order to receive reimbursement for the Project activities, but in no event shall this information be submitted later than **February 11, 2023**.

   i. Grantee must submit the Final Report with all supporting documentation. **Supporting documentation includes, but is not limited to, receipts/proof of payment for purchases and/or**

invoices for professional services, materials, and supplies, as well as a summary of those activities or communications on which Grantee worked with SWACO Staff to produce or publish. Proof of payment shall include, but is not limited to, bank statements showing dispersal of funds, canceled checks, accounting system records, and/or any other form of documentation as approved by SWACO in writing.

ii. **Grantee must provide at least five (5) electronically submitted pictures of the Grant funded activities.**

iii. Grantee shall submit all appropriate financial documents, including shipping and receipt documents, invoices, contracts, division term reports, and/or any other documentation which SWACO may require in its reasonable discretion, prior to the transfer of any Grant Funds.

iv. Should Grantee fail to submit all required documents with the Final Report, Grantee will not be eligible for reimbursement and may be required to remit any Grant funding provided.

v. If applicable, hauling receipts shall be attached to the Final Report. Hauling receipts include the cost and amount of solid waste, recyclable, and compostable materials received at disposal and/or recycling facilities.

vi. Grantee may request reimbursement upon completion of the Grant project by submitting the Final Report, required supporting documentation, and an invoice on Grantee organization letterhead requesting the Grant Funds as agreed and awarded by SWACO. Any Grant activities that have not yet been performed or completed at the time of the submission of the Final Report and request for reimbursement are not eligible for payment of Grant Funds until such services are performed or completed.

vii. Should SWACO choose to award reimbursement for Project activities prior to the end of the calendar year or prior to completion of the Project, Grantee is required to collect and submit year-end diversion data, as well as the data collected at the completion of the Project should it extend past the calendar year.

Section V – Contracts, Purchases, and Personnel Policies: Grantee agrees to enter into a written agreement with any and all service providers where personal services greater than one thousand dollars ($1,000.00) will be paid for with Grant Funds.

A. Grantee agrees that the written agreement must be fully executed before the provision of any service.

B. Grantee agrees to retain a copy of the fully executed agreement in its financial records for audit purposes.

Section VI – Equipment and Site Improvement Disposition: Grantee agrees to maintain records for each piece of equipment purchased with Grant Funds costing more than three hundred dollars ($300.00).

A. During the three (3) year period from the date Grantee receives any equipment or utilizes Grant Funds on site improvements for which three thousand dollars ($3,000.00) or more of Grant Funds were expended, Grantee agrees not to convert the equipment or site improvement to uses other than those originally approved by SWACO.

B. Within three (3) years of receipt, Grantee agrees not to sell or transfer the equipment or site improvement without the prior written approval of SWACO.

C. If for any reason during the three (3) year period Grantee determines that the equipment or site improvement is no longer needed for its originally approved use, Grantee will provide written notification to SWACO regarding this finding.

D. With written approval from SWACO, Grantee may convert, transfer, and/or sell the equipment or site improvement to a use other than that originally approved, subject to the repayment terms as provided below.

E. For sales of any equipment purchased with Grant funds or the conversion, use, or transfer of the equipment by another individual or entity other than Grantee during the three (3) year period, Grantee agrees to repay SWACO within forty-five (45) days of the approved sale of the equipment or site improvement in accordance with the following schedule:

   i. Within one (1) year of the date Grantee received the equipment or site improvement, Grantee will repay SWACO ninety percent (90%) of any expended funds.
   ii. During the second (2nd) year after the date Grantee received the equipment or site improvement, Grantee will repay SWACO seventy percent (70%) of any expended funds.
   iii. During the third (3rd) year after the date Grantee received the equipment or site improvement, Grantee will repay SWACO fifty percent (50%) of any expended funds.
   iv. Following the third (3rd) year after the date Grantee received the equipment or site improvement, Grantee may dispose of the equipment in a manner consistent with local rules and regulations and without the approval of SWACO.

F. Any repayments required by Grantee to SWACO under the terms of this Agreement shall be submitted by money order or certified check and made payable to SWACO.

Section VII – Audit/Record Keeping: Grantee shall keep said books and records in a manner consistent with generally accepted accounting procedures in a common file to facilitate audits and inspections.

A. SWACO shall, at any reasonable time, have the right of access to and the right to audit all books and records, financial or otherwise, pertinent to the administration and operation of this project. Audits may result in adjustments to the amount of reimbursement due to Grantee or require Grantee to repay SWACO any improperly expended or unaccounted for Grant Funds. In the event of a special audit, Grantee will be responsible for the actual cost of the audit. Said costs shall be determined by SWACO.

B. Grantee agrees to keep full and complete documentation of all fiscal accounting, including, but not limited to, books, records, invoices, receipts, financial statements, contracts, computer files, and/or other pertinent documents, on file for three (3) years after the date of termination of this Agreement. Documentation supporting fiscal accounting shall be filed in a manner allowing it to be readily located.

Section VIII – Miscellaneous:

A. Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability as defined in the Americans with Disabilities Act (ADA).

B. Grantee agrees to comply with all applicable federal, State, and local laws regarding smoke-free and drug-free workplaces and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

C. Grantee shall, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability, as defined in the ADA.

D. Upon Grantee's noncompliance with the nondiscrimination clauses of this Agreement, this Agreement may be canceled, terminated, or suspended in whole or in part, and Grantee may be ineligible for further SWACO contracts. SWACO reserves the right to impose or pursue such other sanctions and remedies instituted as otherwise provided by law.

E. It is fully understood and agreed that neither Grantee nor any of its employees or other personnel shall at any time or for any purpose be considered as agents or employees of SWACO. This Agreement shall not be construed so as to create an agency, representative, or employment relationship between the Grantee or its employees and SWACO. Neither Grantee nor its employees shall be considered an employee of SWACO and any and all claims that may or might arise under the Workers' Compensation Act of the State of Ohio or otherwise on behalf of the Grantee or its employees while engaged in performing the Services shall in no way be the responsibility of SWACO. Neither Grantee nor its employees shall acquire or be entitled to any compensation, rights, benefits, and participation of any kind whatsoever offered by SWACO, including, without limitation, tenure rights, participation in the Ohio Public Employees Retirement System, medical and hospital care, sick and vacation leave, workers' compensation, unemployment compensation, disability, and severance pay.

F. Grantee shall carry out and administer the Grant project according to all applicable federal, State, and local laws, rules, regulations, ordinances, and the terms of this Agreement, as outlined in SWACO's 2022 CWR Grant guidelines and/or any other related policies or program statements.

G. Grantee affirms that, as applicable, no party listed in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two (2) previous calendar years, one or more contributions in excess of the amounts specified in O.R.C. §3517.13 to the Governor or to his campaign committees.

H. Implementation of the approved 2022 CWR Grant as outlined in the Grantee's 2022 CWR Grant Application and this Agreement shall not commence until the Agreement is signed by all parties, which shall occur on or around January 1, 2022. SWACO shall not be responsible for any costs incurred by the Grantee prior to the effective date of this Agreement.

I. This Agreement shall remain in effect until **December 31, 2022, or until Grantee's Final Report has been submitted to and approved by SWACO**. SWACO reserves the right, at any time after execution of this Agreement, and with or without cause, to terminate, revise, or extend the Grant in whole or in part, upon written notification to Grantee. Grantee, upon receipt of notice of termination, shall not incur any new obligations and shall take all necessary and appropriate steps to limit disbursements and minimize costs

Attachment: 2022 SWACO Community Waste Reduction Grant Agreement.docx (SWACO 2022 Community Waste Reduction Grant)

and obligations, including cancelling as many outstanding obligations as possible. In the event of such termination, Grantee will be paid for approved expenditures incurred prior to termination and for any non-cancellable obligations properly incurred by Grantee prior to termination. If requested by SWACO, Grantee shall promptly furnish a report that describes the status of all work under this Agreement as of the date of receipt of the termination notice. Grantee agrees to waive any right to, and shall not claim for, additional compensation against SWACO by reason of such termination.

J. Grantee reserves the right, at any time after execution of this Agreement, to terminate the Project or program, in whole or in part, upon a thirty (30) day written notification to SWACO. In the event of such termination by Grantee, Grantee shall not incur any new obligations and shall make a good faith effort to cancel as many outstanding obligations as possible.

K. All unspent funds and unapproved expenditures shall be returned to SWACO within forty-five (45) days of receiving notification of any termination of the Grant or program. Any payment not received within forty-five (45) days of the due date shall be deemed a delinquent claim, and the Grantee agrees to pay SWACO all costs incurred for delinquent collections by SWACO.

L. SWACO may, at any time after the breach, terminate the Agreement, upon written notice to Grantee. SWACO may recover all accounting, administrative, legal, and other expenses reasonably necessary for the preparation of the termination of the Agreement and costs associated with the acquisition of substitute services from a third party.

M. SWACO, in its sole discretion, may provide written notice to Grantee of a breach and permit Grantee to cure the breach. Such cure period shall be no longer than twenty-one (21) calendar days. During the cure period, SWACO may buy substitute services from a third party and recover from Grantee any costs associated with acquiring those substitute services.

N. Notwithstanding SWACO permitting a period of time to cure the breach or Grantee's cure of the breach, SWACO does not waive any of its rights and remedies provided in this Agreement, including but not limited to recovery of costs associated with delinquent claims and liquidated damages.

O. Neither this Agreement, nor any rights, duties, nor obligations hereunder, may be assigned, delegated, or transferred in whole or in part by Grantee without prior written consent of SWACO. Any assignment or delegation not consented to may be deemed void by SWACO.

P. All notices to Grantee shall be considered to be properly given if mailed regular mail, postage prepaid, to the address specified above or delivered personally to any representative of Grantee. All notices or other papers intended for SWACO shall be considered to be sufficiently given if mailed regular U.S. mail, postage prepaid, to Kristi Higginbotham, SWACO Programs Administrator, 4239 London Groveport Road, Grove City, Ohio 43123, or to such other representative or address as may be designated to Grantee in writing.

Q. Each party shall be responsible for its own acts and omissions and will be responsible for any and all damages, costs, and expenses that arise out of the performance of this Agreement and that are due to that party's own negligence, tortious acts, or other conduct or that are due to the negligence, tortious acts, or other conduct of the party's respective agents, officers, or employees.

Project # D-100-7010
PO #_____

R. The parties agree that facsimile, electronic, or scanned signatures shall be acceptable and shall have the same effect as original signatures.

S. Grantee agrees to perform in compliance with the terms, conditions, and assurances as outlined in the Grant program requirements, this Agreement, as well as any terms as outlined in the exhibits and incorporated herein by reference as if fully set forth herein.

T. This Agreement shall be effective on the date of execution by the Executive Director of the Solid Waste Authority of Central Ohio.

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

Grantee: **City of Reynoldsburg**

Award: **$12,488.82**

I/We have the authority to sign this Agreement and do so in my/our respective capacities:

GRANTEE:
CITY OF REYNOLDSBURG

By: _____ **Date:** _____
**Authorized Signatory*

Print: _____

Title: _____

*By signing above, you represent and warrant that you have the full power and authority to execute this Agreement on behalf of Grantee, and hereby bind Grantee to this Agreement, as well as the terms, conditions, and obligations as set forth herein.

SWACO:
SOLID WASTE AUTHORITY OF CENTRAL OHIO

By: _____ **Date:** _____
Ty D. Marsh, Executive Director
Solid Waste Authority of Central Ohio

Approved as to Form:

Attachment: 2022 SWACO Community Waste Reduction Grant Agreement.docx (SWACO 2022 Community Waste Reduction Grant)

Project # D-100-7010
PO #_____

Solid Waste Authority of Central Ohio

_____

Rebecca L. Egelhoff, Esq., Director of Legal Affairs
Solid Waste Authority of Central Ohio

Attachment: 2022 SWACO Community Waste Reduction Grant Agreement.docx (SWACO 2022 Community Waste Reduction Grant)

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

ORDINANCE REQUEST

DATE: **January 24, 2022**

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

RE: **OHM Contract for an East Main Street Corridor Study**

Approval:

Completed Joe Begeny	Pending Chris Shook	Completed Stephen Cicak

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH OHM FOR PLANNING SERVICES DESIGN FOR AN EAST MAIN STREET CORRIDOR STUDY

WHEREAS, the Mayor and Economic Development Department have determined the need a master corridor plan for East Main Street from Waggoner Road to the eastern most limits of the City; and

WHEREAS, the East Main Street corridor plan to identify desired outcome, complete an inventory assessment and develop a final concept for the area; and

WHEREAS, this Ordinance will direct OHM to complete a planning services design for an East Main Street corridor plan.

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 OHM in the

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

amount not to exceed $45,000.00 for planning services design for an East Main Street corridor plan.

SECTION 2. That these funds were included in the 2022 Budget and will be appropriated from account number 110.580.5331 Engineering/Archtectitue.

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

ARCHITECTS. ENGINEERS. PLANNERS.

OHM Advancing Communities™

January 18, 2022

Joe Begeny
Mayor
City of Reynoldsburg
7232 East Main Street
Reynoldsburg, Ohio
614-322-6809

RE: East Main Street Corridor Plan

Thank you for the opportunity to provide you with a proposal to provide planning services to create a corridor plan for the City of Reynoldsburg from Waggoner Road to the eastern limits of the city (study area). Our team is excited to work with you, and local leadership and elected and appointed officials on this important project. The following outlines the scope of services we will provide as part of this effort.

PROPOSED SCOPE OF SERVICES

Task 1. Plan Launch

OHM will begin the project by facilitating a kick-off meeting with city staff/leadership to:

- Finalize scope and schedule
- Identify desired outcomes
- Define steering committee members
- Set master schedule and first steering committee meeting

The kick-off meeting will also serve as a way to make sure all the participants in the planning process understand the work schedule, roles and responsibilities of the team, and deliverables.

Task 2. Existing Conditions Inventory and Assessment

During this task, the consultant team will work with the City to assemble all existing plans and documents that will guide and inform the development of the Plan. OHM will gather all current condition information, via City GIS data, site reconnaissance/field survey, and develop base maps to prepare the area plan. A technical analysis of the existing conditions may include but is not limited to the following.

- Pacel data
- Parcel ownership
- Traffic counts
- COTA plans and studies including the planned BRT
- Environmental conditions (e.g. wetlands)
- Vacant/underutilized property
- Development character

This analysis will reveal some of the primary issues and challenges within the study area. From this analysis the project team will prepare a series of analysis diagrams and explanations to outline a framework for potential

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COLUMBUS, OHIO 43215
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solutions. This will be an interactive process with city staff and leadership where a general understanding of the issues related to transportation, land use, site design, and the regulatory framework will be outlined.

Task 3. Steering Committee Meeting 1
During this task, OHM will meet with the steering committee to conduct a visioning exercise. The purpose of the exercise is to identify the wants, needs, issues and opportunities associated with development of the study area. The steering committee will include 7-12 members that are key city staff members, and elected or appointed officials. It is not anticipated this committee will include the general public or stakeholders.

Task 4. Concept Development
Based on the outcome of the steering committee meeting and the issues analysis, OHM will create a series of corridor concepts. The concepts will be grounded in a set of development principles and objectives that will serve as the guiding policy statements for future growth and development. The concepts will include recommendations for corridor image and vision, land use, access, roadway impacts, overall design approach, site design approach, and other elements as identified in the process. These highly illustrative concepts will clearly outline potential options in order to frame discussions around a preferred development and land use strategy for the area.

Task 5. Steering Committee Meeting 2
At this meeting OHM will present the corridor concepts. This will serve as the framework for the "big idea" aspects of the plan. Facilitated discussion and exercises will examine specific aspects of the potential approaches and set a tangible direction for the plan. This meeting will serve to establish the remaining direction of the plan, while still leaving room for course corrections and new ideas. The final outcome will be a preferred corridor plan.

Task 6. Public Meeting (OPTIONAL, if requested, alternative meeting could be an additional steering committee meeting or presentation to council or planning commission)
OHM will work with the City to host an open house to share the draft plan concepts. Community members and stakeholders will be invited to review the vision and plan framework for the study area. A series of engagement approaches and exercises will be used to solicit public feedback on the draft plan. OHM will record the public's input, and after the meeting, refine the plans as needed.

Task 7. Final Plan Development
OHM will prepare a final corridor plan. The final plan will be delivered as both a hard copy, and a pdf version for reproduction by the city. Elements of the final plan may include but are not limited to the following.

1. Overall vision, development principles, and objectives
2. Corridor context and land use plans
3. Target site development approaches
4. Corridor design strategies
5. Benchmarking and character images to convey design intent
6. Concept-level cost estimates for any proposed corridor improvements
7. Phasing recommendations
8. Preliminary code recommendations

Task 8. Steering Committee Meeting 3
At this meeting, OHM will facilitate a discussion with the steering Committee to review the final plan concepts, development strategies, and general recommendations. Additionally OHM will prepare and present a final presentation highlighting the palnnin process, plan input, and recomendatiosn. This presentation will be delivered and provided to he city in a PowerPoint format.

Attachment: OHM East Main Street Corridor Plan Exhibit (OHM Contract for an East Main Street Corridor Study)

Task 9. Final Presentation
OHM will present the final corridor plan to City Council. Is is anticipated this be at the first reading for the adoption of the plan.

FEE
We propose to complete the above scope of services for a lump sum fee of $45,000 ($40,000 without optional meeting) billed on a monthly percent complete basis.

ANTICIPATED SCHEDULE:
OHM can complete the above scope of work in six months from date of authorization.

AUTHORIZATION:
If you find this proposal to be acceptable, please provide OHM with authorization to proceed by signing below and returning a copy of the signed proposal. We appreciate the opportunity to serve the City of Reynoldsburg and look forward to working with you on this project. Please do not hesitate to contact me directly at 614.843.0862 with any questions or for additional information.

Regards,

Aaron Domini
Principal

OHM Advisors CONSULTANT		City of Reynoldsburg CLIENT
_____	(Signature)	_____
Aaron Domini	(Name)	_____
Principal	(Title)	_____
1.18.20	(Date)	_____

Attachment: OHM East Main Street Corridor Plan Exhibit (OHM Contract for an East Main Street Corridor Study)

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 not withstanding any other provision of this Agreement, the total liability in the aggregate, of OHM Advisors and it 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 $1,000,000 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. 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.

    Special Consideration: As we submit this proposal, the world is still in the midst of the Covid-19 health crises and we believe there is an increased risk for potential schedule impacts. The Scope of Services includes a schedule that is based on operating in a normal environment. The OHM Advisors team, like the Client, is adjusting our workflow logistics and our design teams are working remotely in a very effective manner. However, be aware that schedule impacts from elements such as field services delays, permitting agencies, utility companies, and key staff illness that neither OHM Advisors or the Client have control over are more likely in the current environment. We will communicate proactively, clearly identify project issues as they arise and work with the Client staff to develop a plan to deal with the issues.

Client Initials: _____

OHM Advisors
580 NORTH FOURTH STREET, SUITE 610
COLUMBUS, OHIO 43215
T 614.418.0600
F 614.418.0614
OHM-Advisors.com

City Attorney's Office
Chris Shook
7232 E. Main Street
Reynoldsburg OHIO 43068
6143226869 Phone

ORDINANCE REQUEST

DATE:	**January 24, 2022**
TO:	**Public Safety, Law and Courts Committee**
RE:	2022 ADAMH Grant Agreement for Recovery Court

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak

Emergency/Suspension: Emergency

Reason For Emergency: Immediate preservation of the public peace, health, or safety

This ordinance would authorize the Mayor to enter into the 2022 grant agreement with ADAMH to operate a Recovery Court in the Reynoldsburg Mayor's Court.

AN ORDINANCE AUTHORIZING THE CITY ATTORNEY AND MAYOR TO ENTER INTO A GRANT AGREEMENT WITH THE ALCOHOL, DRUG, AND MENTAL HEALTH BOARD OF FRANKLIN COUNTY FOR CONTINUED OPERATION OF THE REYNOLDSBURG RECOVERY COURT, AND DECLARING AN EMERGENCY

WHEREAS, the Reynoldsburg City Attorney is working, in consultation with the Alcohol, Drug, and Mental Health Board of Franklin County (ADAMH), to operate and maintain the Recovery Court within the Reynoldsburg Mayor’s Court; and

WHEREAS, the Reynoldsburg Recovery Court provides a non-adversarial approach to defendants who are diagnosed with substance abuse disorder and will address the needs of defendants with substance abuse disorders who face criminal charges by establishing effective treatment as an alternative to incarceration, improving quality of life, and increasing the safety of the community by providing court oversight and linking defendants to appropriate treatment and service providers; and

City Attorney's Office

Chris Shook
7232 E. Main Street
Reynoldsburg OHIO 43068
6143226869 Phone

WHEREAS, to support the continuation of the Reynoldsburg Recovery Court, ADAMH has granted to the City funding for the cost, operations, staff training, and program development for the City of Reynoldsburg Recovery Court for 2022 in the amount of $49,842.00.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Reynoldsburg, Ohio, that:

SECTION 1. The City Attorney, or designee, is authorized to accept funding from the Alcohol, Drug, and Mental Health Board of Franklin County (ADAMH), on an annual basis in the amount of $49,842.00, or such other amount as ADAMH may grant to the City to support the continuation of the Reynoldsburg Recovery Court.

SECTION 2. Once the funds are reimbursed by the ADAMH Board, those funds will be deposited into the Reynoldsburg Recovery Court Fund (287) and appropriated to account number 287.000.5529 Miscellaneous Distributions.

SECTION 3. The City Attorney, or designee, is further authorized to enter into any agreements and sign documents as may be necessary and appropriate for obtaining and receiving these funds for the year 2022.

SECTION 4. City Council authorizes the City Attorney and the Mayor to enter into the 2022 Grant Agreement with Franklin County ADAMH and sign documents as may be necessary and appropriate for obtaining and receiving these funds.

SECTION 5. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the financial needs of the City. This Ordinance shall take effect immediately upon the signature of the Mayor.

Contract # K22040

CONTRACT BETWEEN
THE ALCOHOL, DRUG AND MENTAL HEALTH BOARD
OF FRANKLIN COUNTY
AND
THE CITY OF REYNOLDSBURG

This contract is entered by the Alcohol, Drug and Mental Health Board of Franklin County, hereafter referred to as the Board, and the firm or person, The City of Reynoldsburg, hereafter referred to as the Contractor.

WHEREAS, the Board has determined that the Contractor is the best qualified to provide this assistance;

NOW, THEREFORE, for the mutual consideration specified, it is agreed as follows:

1. STATEMENT OF WORK: These funds willl be used to support the cost of operations, including staff, staff training, and program development. This court will provide diversion from incarceration and access to treatment and support services for Franklin County residents struggling with addiction.

The Contractor is not to perform any work that is out of this scope. If the Contractor, believes that the work being requested is out of scope it must be brought to the attention of the Board. Any work that is out of scope, if it is determined to be necessary by the Board, must be added to the Statement of Work through a written contract modification that is approved by the Board through resolution.

If the Contractor performs work that is out of scope and does so without the proper written authorization from the Board, it performs the work at its own risk. The Board will not be liable for any cost of the work performed that was out of scope and done without proper authorization.

2. CONTRACT TERM: This Contract shall be effective on January 1, 2022, and shall terminate on December 31, 2022. There are no extension periods

3. COMPENSATION: This Contract is based on a fixed price compensation. The total cost to the Board for the performance of all work pursuant to this Contract is not to exceed $ 49,842

The contractor shall submit invoices for all payments to accountspayable@adamhfranklin.org. Properly submitted invoices will normally be paid within 30 days after the invoice is received. The Board will not pay late fees, interest, or other penalties for later payment, unless otherwise stated.

The Contractor may not perform, and will not be paid for, any work under this contract prior to award of the contract.

4. DOCUMENT OWNERSHIP: The Board retains ownership of all plans, reports and related documents generated by performance of this Contract. No duplication by the Contractor is allowed, except with written permission of the Board CEO.

Attachment: 2022 ADAMH Agreement (2022 ADAMH Grant Agreement for Recovery Court)

5. TERMINATION FOR CONVENIENCE: The Board may terminate this Contract at any time and for any reason by giving at least 30 days written notice to the Contractor of such termination. In the event of termination, all finished or unfinished documents shall become the property of the Board immediately upon notice of termination, and shall be delivered to the Board by the date of termination. In the event of termination, the compensation to Contractor shall be an amount the Board, in its sole discretion determines as total costs incurred for services provided through the date of termination.

6. TERMINATION FOR DEFAULT: If through any cause, Contractor shall fail to fulfill in a timely and proper manner any of its obligations under this Contract, or if Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Board shall thereupon have the right to terminate this Contract by giving written notice to Contractor and the termination shall be effective immediately. In such event, all finished or unfinished documents under this agreement shall, at the option of the Board, become the Board's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. In the event that it is later determined that Contractor was not in default termination will be treated as if by convenience.

7. TERMINATION FOR NON-APPROPRIATION OF FUNDS: In the event that funding from any third–party source, including, but not limited to, the State of Ohio, City of Columbus, or federal government, is reduced or eliminated in such a manner as the Board determines, in its sole discretion, necessitates cancellation of this Contract, the Board shall notify the Contractor of such event no less than 30 days prior to the date of cancellation. In such event, all finished or unfinished documents shall become the property of the Board immediately upon notice of cancellation, and shall be delivered to the Board by the date of cancellation. The compensation to Contractor shall be an amount the Board, in its sole discretion, determines as total costs incurred for services provided through the date of cancellation.

8. CONCLUSION OF AGREEMENT: This Contract shall be concluded in compliance with the statement of work and receipt of payment by the Contractor of total costs payable under this Contract. All work must be completed and delivered to the Board upon the termination of this Contract.

9. CONTRACT CHANGES: Any changes, including increase or decrease in the amount of the Contractor's compensation, shall be incorporated into written amendments to this Contract and approved by the Board by Trustee action. No oral understanding or agreement not incorporated herein shall be binding on either of the parties hereto. Amendments should be consistent with the provisions and intent of this Contract.

10. RESPONSIBILITY FOR CLAIMS AND LIABILITY: The Contractor shall hold and save the Board harmless for all claims and liabilities due to the Contractor's negligent acts or due to the negligent acts of the Contractor's sub–contractors, agents or employees responsible for executing the work of this Contract.

11. PROHIBITED INTEREST: The Contractor agrees that no member, officer, or employee of the Board shall have any interest, direct or indirect, in this Contract or the proceeds thereof. The

Attachment: 2022 ADAMH Agreement (2022 ADAMH Grant Agreement for Recovery Court)

Contractor and employees of Franklin County are bound by the Ethics Laws of Ohio. Any Contractor or employee who violates any of these laws will be subject to penalties set forth by law.

12. CONSENT TO ASSIGN: Contractor will not assign any of its rights under this Contract unless the Board, by Trustee action, consents to the assignment in writing. This includes any assignment through a merger or other corporate reorganization. Any purported assignment made without the Board's written consent is void and may be subject to termination of the contract. The Board may assert against an assignee any claim or defense the Board may have against the assignor.

13. COMPLIANCE WITH APPLICABLE LAWS: The Contractor agrees to comply with all applicable local, state, and federal laws in the performance of the work specified in this Contract. The Contractor agrees to accept full responsibility for payment of all taxes and insurance premiums including, but not limited to unemployment compensation insurance premiums, Workers' Compensation, all income tax deductions, Social Security deductions, and any other taxes or payroll deductions required for all employees engaged by the Contractor in the performance of the work specified in this Contract.

14. GOVERNING LAW / VENUE: This Contract shall be governed by the laws of the State of Ohio (regardless of the laws that might be applicable under principles of conflicts of law) as to all matters, including but not limited to matters of validity, construction, effect and performance. All actions regarding this Contract shall be forumed and venued in the Court of Common Pleas Civil Division located in Franklin County, Ohio and the parties hereby consent to the jurisdiction of such court.

15. PUBLIC RECORD AND TREATMENT OF CONFIDENTIAL AND PROPRIETARY INFORMATION: With limited exception, pursuant to Ohio Revised Code 149.43, all information submitted by the Contractor, shall be considered a public record. In the event the Board receives any request for any information received as part of this contract the Board will immediately take steps to release the information to the requesting party. The Contractor may clearly mark certain information as a trade secret or proprietary if that information derives actual or potential independent economic value from not being generally known to, and not being readily ascertainable by proper means, other persons who can obtain economic value by its disclosure or use and is subject to efforts reasonable under the circumstances to maintain its secrecy; however, the Board may nonetheless be required to release the information under Ohio law. The marking of the information shall not in itself make the information a trade secret or proprietary but rather shall be determined under Ohio law. The determination of confidentiality shall not apply to (a) information that at the time of the disclosure is in the public domain; (b) information that, after disclosure, becomes part of the public domain by publication or otherwise, except by breach of the agreement by a party or (c) information that is considered an open public record pursuant to the Ohio Sunshine law. Any document submitted to the Board not marked as proprietary or trade secret will not be reviewed for confidentiality by the Board upon a public records request and may be released

Attachment: 2022 ADAMH Agreement (2022 ADAMH Grant Agreement for Recovery Court)

16. NON-DISCRIMINATION / EQUAL OPPORTUNITY: The Contractor agrees that in the hiring of employees for the performance of work under the contract the Contractor shall not, by reasons of race, color, religion, sex, age, disability or military status, veteran status, national origin, or ancestry, sexual orientation, or gender identity, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Contract relates. That the Contractor or any person acting on behalf of Contractor, shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the Contract on account of race, color, religion, sex, age, disability or military status, veteran status, national origin, or ancestry, sexual orientation, or gender identity.

By the signature affixed below, the Contractor certifies that he/she complies with the express language contained in §125.111 of the Ohio Revised Code regarding Non-Discrimination / Equal Opportunity.

All Contractors who contract with the state or any of its political subdivisions for materials, equipment, supplies, contracts of insurance, or services shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as defined in §122.71 of the Ohio Revised Code. Annually, each such Contractor shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity officer of the department of administrative services.

17. CONTRACTOR'S WARRANTY AGAINST AN UNRESOLVED FINDING FOR RECOVERY: Ohio Revised Code (O.R.C.) §9.24 prohibits the County from awarding a contract to any Contractor against whom the Auditor of the State has issued a finding for recovery if the finding for recovery is "unresolved" at the time of the award. By signing this contract, the Contractor warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under O.R.C. §9.24, prior-to the award of any, without notifying the County of such finding.

If, after the Contract is awarded it is determined that an "unresolved" finding for recovery had been issued against the Contractor prior-to the award, the Contract shall be void. The Contractor understands that Contractor shall be responsible to the County for any expenditure against the Contract.

18. NOTICES: All notices and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered, or sent by overnight express courier, or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the address set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision. If either overnight express courier or United States mail delivery is not available or delivery is uncertain, then notices may be given by fax or by e-mail. Notice shall be sent to the following addresses:

To Contractor:
The City of Reynoldsburg
Joe Begeny- Mayor
7232 E. Main Street
Reynoldsburg, Ohio 43068

To the Board:
Alcohol, Drug and Mental Health Board of Franklin County
Attention: Dreanne Zimmerman
447 East Broad Street
Columbus, Ohio 43215

19. PUBLICITY: The Contractor will not advertise that it is doing business with the Board or use this Contract as a marketing or sales tool without the prior, written consent of the Board, which consent shall be at the Board's sole and complete discretion.

20. TAXES: The Board is exempt from all federal, state, and local taxes and will not pay any taxes on supplies or services purchased from a Contractor. A tax-exempt certificate will be provided on request by the Contractor receiving the award.

21. SIGNATURES: This Contract may be executed with signatures delivered by either facsimile or scanned to e-mail and copies of such signatures so delivered shall be deemed originals. The undersigned warrant their authority to execute this Contract.

22. SURVIVORSHIP: All sections herein relating to payment, public records, ownership, indemnification, and publicity shall survive the termination of this contract.

IN WITNESS WHEREOF, the parties below enter into this Contract this 7th day of January, 2022.

_____
Erika Clark Jones, CEO
Alcohol, Drug and Mental Health Board of Franklin County
447 East Broad Street
Columbus, Ohio 43215

_____
Joe Begeny, Mayor
The City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, Ohio 43068

Attachment: 2022 ADAMH Agreement (2022 ADAMH Grant Agreement for Recovery Court)

Water and Wastewater Department

Paul Hellman
614-322-4500 Phone

ORDINANCE REQUEST

DATE:	**January 24, 2022**
TO:	**Public Service and Transportation Committee**
RE:	2022 Sensus Upgrade Program Continuation

Approval:

Completed Joe Begeny	Pending Chris Shook	Pending Stephen Cicak

An Ordinance to Authorize the Purchase 2000 MXU's from Sensus for the Upgrade Program and Waive Competitive Bidding

Funds were appropriated in the water & sewer department's annual budget for 2022.

To utilize 710.735.5639 & 720.736.5639 water and sewer accounts for $120,000 on each account Totaling $240,000 for the Purchase of 2000 MXU's

Budget for water and sewer was $175,000 each. for GL accounts 5639's. totaling $350.000.00.

This will allow the water department to finish half cycle 3 to full radio reads, . Cycles 1 and 2 should be completed to full radio reads by mid May, There is a 3 months back log for items.

AN ORDINANCE TO AUTHORIZE THE PURCHASE 2000 MXU METERS FROM SENSUS FOR THE UPGRADE PROGRAM AND WAIVE COMPETITIVE BIDDING

WHEREAS, the City of Reynoldsburg water department is currently working to convert existing touch pad system to radio reads system; and

Water and Wastewater Department

Paul Hellman
614-322-4500 Phone

WHEREAS, the City of Reynoldsburg water department has already completed Cycle 2 and fully converted to radio reads; and

WHEREAS, the City of Reynoldsburg water department contract with Sensus is on the non-competitive bidding process; and

WHEREAS, the City of Reynoldsburg has already purchased the Flexnet System in 2020 for the two towers for the access to acquire daily reads to allow for a customer portal; and

WHEREAS, the City of Reynoldsburg water & sewer departments appropriated funds in the 2022 budget to complete half of Cycle 3 to full radio reads leaving only half or less of Cycle 3 to finish.

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

Section 1. That Council authorizes the purchase of 2000 MXU Sensus meters in the amount of $240,000.00 and waive competitive bidding.

Section 2. That the funds for this purchase were included in the 2022 budget and be appropriated as follows:

$120,000.00	710.735.5639 Water Fund
$120,000.00	720.736.5639 Sewer Fund

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

Water and Wastewater Department
Paul Hellman
614-322-4500 Phone

ORDINANCE REQUEST

DATE:	**January 24, 2022**
TO:	**Public Service and Transportation Committee**
RE:	**2022 Water Main Replacement Project**

Approval:

Completed	Pending	Pending
Joe Begeny	Chris Shook	Stephen Cicak

Engineering Services with EMH&T for City's 2022 Water Main Replacement Project for Engineering, Surveying, and Bidding.

EMH&T will provide provide survey, engineering design and assistance with bidding for the City's 2022 Water Main Replacement Project (Saratoga Ave and Gilmore Drive).

EMH&T's proposal for these services is $64,760.00 (total appropriation) to be unappropriated from the City's Water Utilitiy Capital Improvement Project (CIP) fund (710.000.4470)

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH EMH&T TO CONDUCT SURVEYING, DESIGN ENGINEERING, AND BID SERVICES FOR THE CITY'S 2022 WATER MAIN REPLACEMENT AND APPROPRIATING FUNDS THEREFOR

WHEREAS, the Saratoga Avenue and Gilmore Drive areas are in need of maintenance that can only be effectively repaired through the replacement of the water lines; and

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

Water and Wastewater Department

Paul Hellman
614-322-4500 Phone

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 $64,760.00 for construction phase engineering services, surveying, and bidding for the 2022 waterline replacement project.

SECTION 2. That $64,760 be appropriated from the unappropriated Water CIP Fund account number 710.735.4470 and appropriated to account number _____ Water Lines.

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

EMH&T

Engineers, Surveyors, Planners, Scientists

December 20, 2021

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

Subject: Water Main Replacement Project for Saratoga Ave. and Gilmore Dr.
Proposal for Survey, Design, and Bidding Services

Dear Mr. Dorman,

EMH&T is pleased to present a proposal for survey, detailed engineering, and bidding services for the Water Main Replacement Project on Saratoga Avenue and Gilmore Drive. This project was identified on the City's Capital Improvement Plan due to the age of pipe (63 years old) and nine water main breaks in the last twenty years. Additionally, this is the improvement that was selected by the City for 2022 during our June 2021 CIP planning session. The improvements will include the following:

- Replacement of approximately 2,450 linear feet of aged and deteriorated water main (See Figure 1, below).
- Water main tie-ins on the side streets and the replacement / reconnection of private water services within the project corridor.
- Approximately 9 fire hydrants will be replaced as part of the project
- Pavement replacement and yard restoration as needed throughout the project corridor
- At the request of the Water/Wastewater Dept., this scope includes design of a replacement to the 2-in main that serves 6445 East Main Street (Auto Zone)

The anticipated total project cost for the improvements proposed is approximately $925,000 as outlined in the attached preliminary opinion of probable cost.

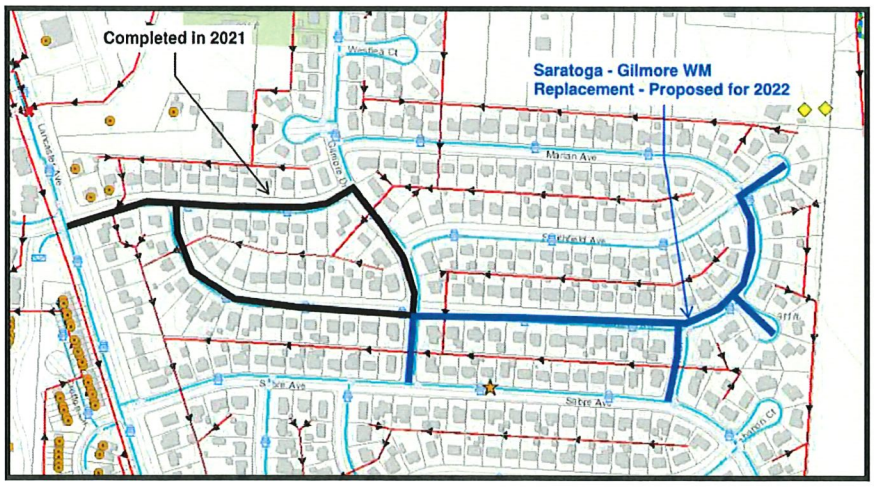


Figure 1: Saratoga Ave. and Gilmore Dr. Water Main Replacement Area

5500 New Albany Road, Columbus, OH 43054 • Phone 614.775.4500 • Fax 614.775.4800
Columbus • Charlotte • Indianapolis
emht.com

Attachment: 2022WaterMainReplacement Project (2022 Water Main Replacement Project)

SCOPE OF SERVICES

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

1. Survey
   a. Horizontal and vertical control will be established for a basis of design and construction. Topography necessary for the design will be acquired within or directly adjacent to the established right-of-way. Survey will be obtained on the State Plane Coordinate System and NAVD 88 vertical datum.
   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 and 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. The 60% plans will include the following:
      i. Title sheet and general notes
      ii. Preliminary plan showing proposed horizontal alignment and tie-ins with adjacent water mains
      iii. Preliminary vertical alignment outlining any potential conflicts with existing utilities
      iv. 60% preliminary opinion of probable cost
      v. Identification of any potential easement or land acquisition needs

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

Attachment: 2022WaterMainReplacement Project (2022 Water Main Replacement Project)

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. The 90% plans will include:

i. Title sheet and general notes
ii. Special item notes and project specific specifications
iii. Project details
iv. Estimate of quantities
v. Water coordinate table
vi. Water main plan/profile sheets
vii. Maintenance of traffic plan
viii. Sedimentation and erosion control plan
ix. Final opinion of probable cost

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, subsurface investigations, 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

Attachment: 2022WaterMainReplacement Project (2022 Water Main Replacement Project)

- 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	$16,250
Preliminary Engineering (60% Plans)	$24,850
Final Engineering (100% Plans)	$19,510
Bidding	$4,150
TOTAL FEE	**$64,760**

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

Enclosure: Preliminary Opinion of Probable Cost

Copy: Mr. Paul Hellman, Water/Wastewater Superintendent

Attachment: 2022WaterMainReplacement Project (2022 Water Main Replacement Project)

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: 2022WaterMainReplacement Project (2022 Water Main Replacement Project)

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers. Surveyors. Planners. Scientists

OPINION OF PROBABLE CONSTRUCTION COST
CITY OF REYNOLDSBURG, OHIO
WATER MAIN REPLACEMENT PROJECT
FOR
SARATOGA-GILMORE WATER MAIN & EAST MAIN ST. 2-IN REPLACEMENT
20-Dec-21

Ref	Spec	Item No.	Description	Quantity	Units	Unit Cost	Item Cost
1	CMSC	207	Sedimentation and Erosion Control	1	L.S.	$5,000.00	$5,000.00
2	CMSC	259	Permanent Pavement Replacement, Type 2B, Per R-2	1,360	S.Y.	$85.00	$115,600.00
3	CMSC	259*	Permanent Pavement Replacement, Type 3A, Per R-3	50	S.Y.	$80.00	$4,000.00
4	CMSC	259*	Permanent Pavement Replacement, Type 3B, Per R-3	50	S.Y.	$75.00	$3,750.00
5	CMSC	608	Remove and Replace Concrete Sidewalk (Full Panel at Water Service Locations), Per R-9	800	S.F.	$12.50	$10,000.00
6	CMSC	608	Remove and Replace Concrete Curb Ramps, Per R-10	500	S.F.	$12.00	$6,000.00
7	CMSC	609	Remove and Replace Straight Curb (Spot Repairs), Per R-8	200	L.F.	$45.00	$9,000.00
8	ODOT	614	Maintenance of Traffic	1	L.S.	$15,000.00	$15,000.00
9	CMSC	623	Construction Layout Stakes	1	L.S.	$7,500.00	$7,500.00
10	CMSC	653	Topsoil, Furnished and Placed (D=3", Typ.)	40	C.Y.	$55.00	$2,200.00
11	CMSC	659	Seeding and Mulching, Per Plan	500	S.Y.	$2.50	$1,250.00
12	CMSC	801	8-in C-900 Water Main and Appurtenances with Bedding and Granular Backfill Per WA-1 and CMSC 801.11	2,450	L.F.	$120.00	$294,000.00
13	CMSC	801	6-in Ductile Iron Water Main and Appurtenances with Bedding and Granular Backfill Per WA-1 and CMSC 801.11	220	L.F.	$140.00	$30,800.00
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	8	Ea.	$1,500.00	$12,000.00
16	CMSC	802	6-in Water Valve with HD Box, Per WA-9	10	Ea.	$1,250.00	$12,500.00
17	CMSC	805	3/4-in Water Service, Transferred (Long) w/New Service Box, Per WA-4	27	Ea.	$2,500.00	$67,500.00
18	CMSC	805	3/4-in Water Service, Transferred (Short) w/New Service Box, Per WA-4	27	Ea.	$2,250.00	$60,750.00
19	CMSC	808	Cut and Plug Existing 6-in Water Main	4	Ea.	$500.00	$2,000.00
20	CMSC	809	Fire Hydrant, Type A, Per WA-10	9	Ea.	$4,500.00	$40,500.00
21	CMSC	809	Fire Hydrant, Removed and Delivered to the City	6	Ea.	$500.00	$3,000.00
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 =	**$712,000.00**
CONTINGENCY (10%) =	$71,200.00
CONSTRUCTION TOTAL =	**$783,200.00**
SURVEY, ENGINEERING AND BIDDING (10%) =	$71,200.00
CONSTRUCTION SERVICES (10%) =	$71,200.00
OPINION OF PROBABLE PROJECT COST =	**$925,600.00**

PREPARED BY:	RA
CHECKED BY:	RA
CHECKED DATE:	12/20/21

Attachment: 2022WaterMainReplacement Project (2022 Water Main Replacement Project)

Water and Wastewater Department
Paul Hellman
614-322-4500 Phone

ORDINANCE REQUEST

DATE:	**January 24, 2022**
TO:	**Public Service and Transportation Committee**
RE:	2022 Sewer Project

Approval:

Completed Joe Begeny	Pending Chris Shook	Pending Stephen Cicak

Total EMH&T Cost for Preliminary, Final Engineering and Biding Services for $52,620.00

for Marbar Heights Sewer Improvements. Installation of 6600 Linear ft of 8" CIPP and 450 Linear ft of

18" CIPP, 100 ft of open Cut Pipe. Rehabilitation and Repairs to aged and Deteriorated Manholes.

Anticipated construction cost is 770,000 this Project has a Potential Grant under house bill 160 Water and Sewer Grant Program where 417,500 will be applied to this project.(See Attachment for Details)

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH EMH&T FOR THE 2022 SEWER PROJECT WITH EMH&T FOR ENGINEERING SERVICES, PREPARED CONSTRUCTION PLANS, SPECIFICATIONS AND BID DOCUMENTS AND APPROPRIATE FUNDS THEREFOR

WHEREAS, the sewer lines are in need of maintenance that can only be effectively repaired through the rehabilitation of those lines; and inspected by a qualified Engineer.

WHEREAS, the upgrading and repair of the 2022 sewer project engineering services would provide added protection against the failure of the existing collection system.

Water and Wastewater Department

Paul Hellman
614-322-4500 Phone

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 $52,620.00 for preliminary engineering and Biding services for the 2022 Sewer Rehabilitation Project.

SECTION 2. That $52,620.00 be appropriated from the unappropriated Sewer CIP Fund account number 720.000.0000.4470 and appropriated to account number _____ Sewer Lines.

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

EMH&T
Engineers, Surveyors, Planners, Scientists

December 21, 2021

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

Re: Marbar Heights Sewer Improvements
Proposal for Professional Services

Dear Mr. Dorman,

EMH&T is pleased to submit our proposal for detailed design and bidding of the Marbar Heights 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-19) was identified by the City as the recommended improvement for 2022 during the November 2021 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 $770,000. The proposed improvements include the installation of approximately 7,000 linear feet of 8- and 18-inch cured-in-place pipe, open-cut point repair of approximately 100 linear feet of damaged pipe, and rehabilitation and repair to approximately 45 manholes.

- Installation of 6,600 linear feet of 8-inch cured-in-place pipe
- Installation of 450 linear feet of 18-inch cured-in-place pipe
- Open cut point repair of 100 linear feet of pipe.
- Rehabilitation and repairs to aged and deteriorated manholes

This project was submitted to the Ohio Department of Development and the Franklin County Engineer's Office for grant funding under the House Bill 160 Water and Sewer Grant program. The grant request was in the amount of $417,500. It was prioritized in the top ten project list by Franklin County and we are currently awaiting a funding decision from the State.

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

Attachment: 2022 Sewer Project (2022 Sewer Project)

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. Please note that the project plans will be developed using GIS and record plan data and that no field survey is included in this scope of services, which is our typical procedure for sewer rehabilitation plans.

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

Attachment: 2022 Sewer Project (2022 Sewer Project)

- 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	$17,916.00
Final Engineering	$30,464.00
Bidding Services	$4,240.00
TOTAL FEE	$52,620.00

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

Attachment: 2022 Sewer Project (2022 Sewer Project)

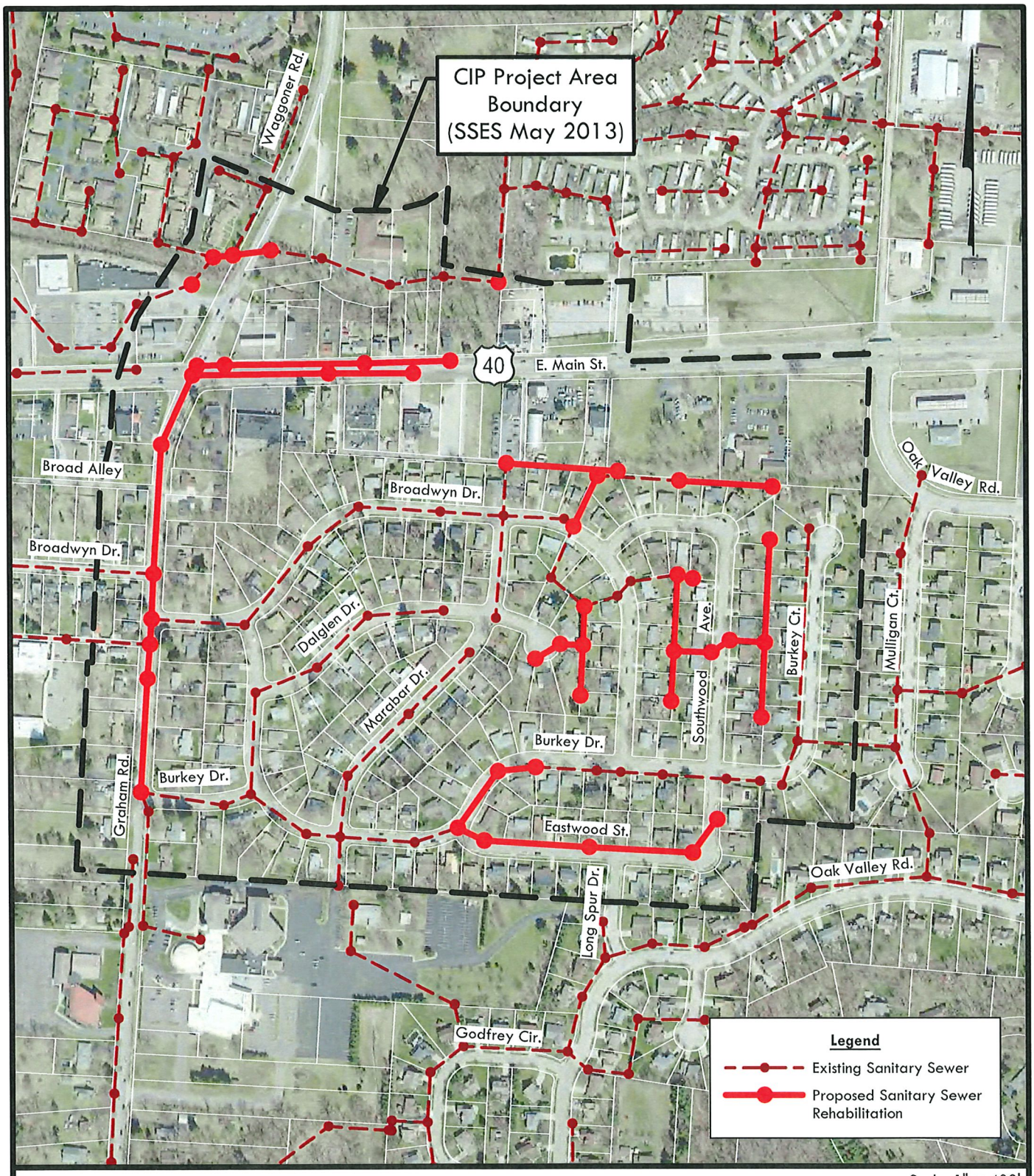
Acceptance and Authorization to Proceed:

Authorized Signature/Date

PO Number/Date

Print Name

Attachment: 2022 Sewer Project (2022 Sewer Project)



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Prepared By:

EMH&T
Engineers, Surveyors, Planners, Scientists

City of Reynoldsburg, Ohio
Capital Improvement Project
Marbar Heights
Sanitary Sewer Rehabilitation

Reynoldsburg
OHIO · 1839

Attachment: 2022 Sewer Project (2022 Sewer Project)

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

ORDINANCE REQUEST

DATE:	**January 24, 2022**
TO:	**Public Service and Transportation Committee**
RE:	**Women & Minority Business Vendors**

Approval:

Completed Joe Begeny	Skipped Chris Shook	Stephen Cicak

The proposed legislation is to set a City policy to support using female and minority owned businesses.

AN ORDINANCE TO ESTABLISH CHAPTER 176 DIVERSITY, EQUITY, AND INCLUSION INTO THE CODIFIED ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO

WHEREAS, the City of Reynoldsburg acknowledges that the history of discrimination in the United States of America continues to affect the privilege and/or lack of opportunity for women and minority owned small business in the United States, State of Ohio, and the City of Reynoldsburg; and

WHEREAS, the City of Reynoldsburg is one of the most diverse medium-sized communities in the State of Ohio and its municipal government's hiring and contracting procedures should reflect that diversity; and

WHEREAS, the City of Reynoldsburg will benefit from the identification of potential inequities in City services, contracting procedures, hiring, and decision-making processes; and from encouraging and empowering multicultural appreciation on the City; and

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

WHEREAS, the City of Reynoldsburg acknowledges its responsibility to ensure that women and minority owned small business have a fair and equitable opportunity to do business with the City of Reynoldsburg by and through the establishment of process and position within City government to identify such businesses, engage in outreach efforts to such businesses, and to incorporate these businesses into the City's contracting procedures; and

WHEREAS, the Council of the City of Reynoldsburg now finds it appropriate to amend the City of Reynoldsburg Codified Ordinances to establish Chapter 176 Diversity, Equity, and Inclusion.

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

SECTION 1. That Part One of the Codified Ordinances of the City of Reynoldsburg be and the same is hereby amended to add Chapter 176 Diversity, Equity, and Inclusion to read as follows:

SEE ATTACHED EXHIBIT A

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

CHAPTER 176

DIVERSITY, EQUITY, AND INCLUSION

§ 176.01 Definitions. For the purpose of this Chapter, the following words, phrases and terms shall be defined as set forth below:

(A) "Contract" shall mean a binding agreement between the City of Reynoldsburg and some other party(s) whereby the city expends its funds to:

(1) Employ such party(s) for the construction of any public improvements; or
(2) Purchase any personal property; or
(3) Purchase services; or
(4) Lease any personal property from another party.

(B) "Contract" does not include binding agreements between the city and some other party(s) whereby:

(1) Any real property is leased to or from the city; or
(2) Any personal property is leased by the city to another; or
(3) Real property is purchased by or from the city; or
(4) The city agrees to provide services to some other party(s); or
(5) The agreement to provide services to the city will be totally fulfilled by a business entity with employees less than four (4) individuals; or
(6) The city contracts for services to be provided by another governmental agency; or
(7) The city establishes a contract with a not-for-profit entity; or
(8) The city establishes a contract for commodities with fixed prices; or

(C) "Contracting agency" shall mean any agency authorized to act as an agent for the city to enter into a contract on behalf of the city.

(D) "Controlled" for purposes of determining whether a business is minority-owned or women-owned (referred in this ordinance in combinations as “M/WBE”) means the owner(s) shall:

(1) Possess and exercise the legal authority and power to manage business assets, goodwill and daily operations of the business; and
(2) Actively and continuously exercise such managerial authority and power in determining the policies and directing the operations of the business.

(E) “Minority-Owned Business Enterprise (MBE)” shall mean a business which is an independent and continuing operation for profit, performing a commercially useful function, and is owned and controlled by one or more eligible minority group members as defined by this code.

(F) “Minority Group Members” shall mean African Americans, Asian Americans, Hispanic Americans and Native Americans, all as defined by the US EEOC, legally residing in, or that are citizens of the United States or its territories.

(G) "Owned" shall mean:

(1) At least fifty-one percent (51%) of the business is owned and controlled by individuals born or naturalized of the United States;
(2) The ownership shall be real and continuing, and shall go beyond the mere indicia of ownership of the business reflected in the ownership document; and
(3) The owner(s) shall enjoy the customary incidence of ownership and shall share in the risks and profits commensurate with their ownership interest, as demonstrated by an examination of the substance, rather than the form of ownership arrangements.

(H) "Women-Owned Business Enterprise (WBE)” shall mean a business which is an independent and continuing operation for profit, performing a commercially useful function, and is owned and controlled by one or more women that are U.S. citizens.

§ 176.03 Diversity, Equity, and Inclusion Officer (DEI Officer)

(A) There is hereby created in the City of Reynoldsburg the position of Diversity, Equity, and Inclusion Officer (DEI Officer) who shall report directly to the Mayor and City Council. The DEI Officer shall be selected by a Committee consisting of the Mayor, Council President, Human Resources Director, and the Chairperson of the Public Service and Transportation Committee who shall submit the selection to City Council for approval by majority vote.

(B) The DEI Officer is dedicated to creating and implementing programs, policies and procedures that will deliver and capture value through supplier and workforce diversity. Additionally, the office will assist underserved, under-utilized and economically disadvantaged businesses with gaining greater access to procurement opportunities and resources to build viable and sustainable businesses. The DEI Officer shall have the following duties, responsibilities and authority:

(1) Administration and enforcement of compliance with this Chapter;
(2) Receiving and reviewing all rules and regulations issued by the State of Ohio or the federal government relevant to contract compliance, and assuring that the City is conforming to those rules or regulations
(3) Reviewing ordinances authorizing the entry into contracts and certifying the proposed contractor’s compliance prior to the ordinance being submitted to council
(4) Certifying qualified business enterprises and monitoring their participation on city contracts to ensure compliance with this Chapter.

(5) Establishment of written policy and procedures to execute this Chapter;
(6) Development, refinement and coordination of supplier diversity and procurement activities such as outreach, solicitation for small contracts, bid specification review and prompt payment/contract dispute resolution procedures;
(7) Investigation of alleged violations of this Chapter;
(8) Analysis and review of programs on an annual, bi-annual or quarterly basis, and in accordance with the review and reporting requirements contained in this code;
(9) Analysis, review and recommendation for adjustments to the city's annual participation goals;
(10) Establish and review of all applicable specific contract participation goals;
(11) Recommendations to the Mayor and City Council regarding additional efforts necessary to ensure the effective operation of this office pursuant to periodic review and reporting requirements contained in this code.

§ 176.05 Equal Employment Policy and Workforce Diversity

(A) It shall be the policy of the City of Reynoldsburg to provide equal opportunity without regard to race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status, natural hair types and natural styles commonly associated with race, or military status in hiring, tenure, training, terms, conditions or privileges of employment.

(B) The DEI Officer may, in conjunction with City departments and management, develop guidelines, initiatives, and programs to help advance and promote workforce diversity in the City of Reynoldsburg.

§ 176.07 Outreach and Solicitation

(A) The DEI Officer shall provide outreach efforts to solicit and encourage M/WBE to bid on city contracts. Specific “Outreach” efforts may be developed and coordinated by the DEI Officer, in conjunction with the appropriate departments and divisions.

(B) The DEI Officer may provide for enhanced solicitation efforts to encourage M/WBEs to bid for small contracts.

(C) The DEI Officer shall be responsible for providing a listing of certified M/WBE businesses. This listing is to be segmented or sorted into specific trades or lines of business (for each type of goods, services and construction purchased or contracted by the city) in accordance with this Chapter.

(D) City agencies may be encouraged by the DEI Officer to eliminate any unnecessarily restrictive bid specifications that may adversely affect M/WBE participation.

§ 176.09 Good Faith Efforts. Good Faith Efforts are voluntary steps taken to demonstrate the willingness of a bidder to fulfill the City's diversity and inclusion opportunity objective when bidding on a contract. Such good faith efforts shall be considered an important factor in determining the "lowest *and best*" bid for contracting purposes under Chapter 175.

In deciding that the bidder has made a good faith effort, the DEI Officer may consider specific documentation concerning the steps taken to obtain M/WBE participation, in accordance with the following factors:

(A) Attended any pre-bid or pre-proposal meetings scheduled by the City department;

(B) Followed up with M/WBEs that attended the pre-bid or pre-proposal meetings to discuss subcontracting and supplier opportunities and contacted M/WBEs listed in the City's certification directory;

(C) Conducted outreach with M/WBE focused organizations and associations far in advance of solicitation due date (no less than 10 business days);

(D) Identified and designated portions of the work to be performed by M/WBEs to increase the likelihood of participation (including where appropriate breaking down the contract into reasonably sized subcontracts to ensure participation);

(E) Advertising subcontracting opportunities focused towards minority and women-owned business persons far in advance of solicitation due date;

(F) Provided M/WBEs with a point of contact that was knowledgeable about the project and possessed decision-making authority to answer questions from interested M/WBEs;

(G) Provided a reasonable number of M/WBEs with timely written notices via email, mail, and/or fax and/or with documented contact regarding the subcontracting/supplier opportunities.

(H) Followed up with the M/WBEs solicited to determine if they were interested in submitting a bid or proposal or participating on a team;

(I) Provided interested M/WBEs certified to perform the solicited work with prompt access to the plans, specifications, scope of work and requirements of the contract;

(J) Negotiated in good faith with interested M/WBEs;

(K) Entered into a formal contract, or signing enforceable letters of intent with M/WBEs;

(L) The DEI Officer may encourage a bidder to make additional efforts to utilize M/WBE subcontractors prior to contract award. These efforts could include but are not limited to contacting the ODI office for advice and guidance regarding "Good Faith Efforts."

§ 176.11 Certification for Women and Minority-Owned Business Enterprise.

The DEI Officer shall be responsible for the certification and verification of M/WBE businesses located in the City of Reynoldsburg or within fifteen (15) miles of City limits. To be eligible for certification, each applicant must meet the definition of Minority-Owned Business or Women-Owned business as defined herein.

(A) Any M/WBE business possessing a current certification from the State of Ohio as set forth in Ohio Revised Code Sections123.151 and 123.154 shall be granted reciprocal certification by the DEI Officer.

(B) The DEI Officer shall be responsible for implementing an additional certification process for those businesses not possessing M/WBE certification from the State of Ohio.

(1) Any applicant must provide any and all materials and information necessary to demonstrate ownership and active participation in the control, operation, and management of the business.

(2) The DEI Officer will review and evaluate any application and support documentation, and may reject the application based on one or more of the following:

a. The applicant does not meet the requirements of the definition of a certified business.
b. The application is not complete.
c. The application contains false information.
d. The applicant has not provided materials or information requested by the DEI Officer.

(C) The DEI Officer will make a certification determination within 30 days after the date the city receives a satisfactorily completed application from the applicant. If certification is denied, the director will notify the applicant in writing and specify the reason(s) for denial.

(D) The DEI Officer shall provide for all of the following:

(1) A comprehensive certification system that is regularly updated and an on-line listing of certified businesses segmented into specific trades or lines of business (for each type of goods, services and construction purchased or contracted by the city).

(2) Recertification of those businesses at least every three years.
(3) Random on-site visits to verify ownership and control and compliance with certification requirements.
(4) Decertification of any previously certified M/WBE upon a final determination that the firm is no longer satisfying the certification requirements. Any decertified M/WBE may appeal the determination of the ODI in accordance with the appeals procedure provided in this code.
(5) Graduation of certified firms that exceeded the revenue or size standards to be established by the DEI Officer.

176.13 Contracting Agency Responsibility.

(A) The contracting agencies of the City are directed to include the following equal opportunity clause in all contracts exceeding two thousand five hundred dollars ($2,500.00). The inclusion of this clause may be waived by the DEI Officer where it is appropriate due to a similar clause requirement by state or federal law. The requirements contained in this clause will be considered by the DEI Officer in determining whether a contractor is in compliance with this Title.

"The contractor/vendor/bidder will not discriminate against any employee or applicant for employment because of race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, natural hair types and natural styles commonly associated with race, familial status or military status. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, natural hair types and natural styles commonly associated with race, familial status or military status. Such action shall include, but not be limited to, the following: employment up-grading, demotion, or termination; rates of pay or other forms of compensation; and selection for training. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this Equal Opportunity Clause."

(B) It is the policy of the City of Reynoldsburg that business concerns owned and operated by M/WBEs shall have the maximum practicable opportunity to participate in the performance of contracts awarded by the city.

(C) The contractor and each subcontractor will include a summary of this Equal Opportunity Clause in every subcontract. The contractor will take such action with respect to any subcontractor as is necessary as a means of enforcing the provisions of the Equal Opportunity Clause.

(D) Failure or refusal of a contractor or subcontractor to comply with the provisions of this Chapter may result in cancellation of this contract.

§ 176.15 Department Contracting and Reporting Responsibilities.

Each City department has a vested interest in ensuring that the city of Reynoldsburg is a diverse and inclusive city. Therefore, each department will have the following responsibility:

(A) Department directors or designees shall participate in a cross functional process, to track and report supplier diversity and workforce diversity initiatives.

(B) Regular reports shall be filed by all City agencies on forms provided by the DEI Officer for the purpose of monitoring compliance with the provisions of this Chapter.

(C) The DEI Officer shall be notified by the department director, contract administrator or department designee of any proposed subcontracting changes or contract issues that impact M/WBEs during the term of a contract. Additionally, the contract administrator shall notify the DEI Officer if the work of a subcontractor has been inspected and approved and the subcontractor, after a valid invoice has been submitted, has not been paid for more than 10 days after the prime has received payment.

(D) The DEI Officer in conjunction with department directors may create subcommittees to develop additional accountability measures, benchmarks and goals.

§ 176.17 Annual Report to City Council.

The DEI Officer shall submit an annual progress report to city council. Such report shall include an analysis of city contracting; recommendations for future action; and such other information as is requested.

City Attorney's Office
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ORDINANCE REQUEST

DATE:	**January 24, 2022**
TO:	**Public Service and Transportation Committee**
RE:	**Amend Chapter 1701 Board of Nuisance Abatement**

Approval:

Completed Joe Begeny	Completed Chris Shook	Stephen Cicak

CHAPTER 1701
Board of Nuisance Abatement

1701.01 Definitions.
1701.02 Board of Nuisance Abatement.
1701.03 Procedure for finding a public nuisance.
1701.04 Service of notice.
1701.05 Right to make immediate repairs.
1701.06 Appeal.
1701.07 Appeal to court.
1701.08 Abatement of a public nuisance by the Board of Nuisance Abatement.

1701.01 DEFINITIONS.

For purposes of this Code, the following definitions shall apply:

(a) "Public nuisance." Any lot, parcel, garage, shed, barn, house, building or structure or part thereof shall be deemed to be a public nuisance if by reason of the condition in which it is permitted to be or remain, it shall or may endanger the health, life, limb or property of any person or persons, or cause any hurt, harm, damage, injury or loss to any persons in any one (1) or more of the following ways, means or particulars:

(1) By reason of being dilapidated, decayed, unsafe or unsanitary, it is detrimental to health, morals, safety, public welfare and the well-being of the community, endangers life or property, or is conductive to ill health, delinquency and crime.

(2) By reason of being a fire hazard.

(3) By reason that the conditions of the public nuisance and its surrounding grounds are not reasonably or adequately maintained thereby causing deterioration and creating a blighting influence or condition on nearby properties and thereby depreciating the value, use and enjoyment of such properties to such an extent that it is harmful to the public health, welfare, morals, safety and the economic stability of the area, community or neighborhood in which such a public nuisance is located.

(b) "Owner" means the owner or owners of record on the tax records of the County Auditor's office, ~~and shall also include~~ any purchaser or purchasers who are buying under a land contract which is recorded in either the miscellaneous records or the mortgage records of Franklin, Licking or Fairfield Counties, and any foreclosing entity as defined by Section 1399.02(L) of the Codified Ordinances of the City of Reynoldsburg. ~~.~~

(c) "Director" means the Director of Public Service of the City.

(d) "Building Official" means the Building Official, a Code Officer or other designee of the City.

(Ord. 21-16. Passed 3-28-16.)

1701.02 BOARD OF NUISANCE ABATEMENT.

(a) The Board of Nuisance Abatement shall be selected from a list which includes all members of the Board of Zoning Appeals and all members of the Planning Commission. The chairman of the Board of Nuisance Abatement shall be appointed by the Mayor, without the requirement for Council approval, from this list for a term of ~~one~~ two (2~~1~~) calendar years. Upon appointment, the chairman shall then select four (4) members from the list, two (2) each from the Board of Zoning Appeals and the Planning Commission, for a term of ~~one~~ two (2~~1~~) calendar years on the Board.

(b) It shall be necessary to have a concurring vote of at least three (3) members of the Board for a finding that a public nuisance exists as defined in Section 1701.01.

(Ord. 21-16. Passed 3-28-16.)

1701.03 PROCEDURE FOR FINDING A PUBLIC NUISANCE

(a) Whenever the Director suspects the existence of a public nuisance as defined by Section 1701.01 hereof, in the City, they shall promptly cause such suspected public nuisance to be inspected by the Building Official and may request an inspection and report from the Fire District and the Board of Health. The Director shall also cause photographs to be taken of the subject property to depict the property condition. Following these inspections and the receipt of any reports by the inspecting entities within thirty (30) days of the initial request for such inspections, should the Director determine that there are reasonable grounds to believe that a public nuisance exists, they shall notify the chairman of the Board of Nuisance Abatement, who shall cause a hearing to be held by the Board of Nuisance Abatement on the question of the existence of a public nuisance. All reports of inspections, made at the request and/or direction of the Director, the inspection report of the Building Official and the photographs of the property shall be made available to the Board of Nuisance Abatement at the subject hearing.

(b) The owner of the property in question or their duly authorized representative or agent shall be notified of the date, time and place of such hearing in accordance with the provisions of Section 1701.04 and shall be given an opportunity of appearing, in person or through a duly authorized representative or agent or legal counsel, at such hearing and of presenting evidence as may be pertinent to the question of the possible existence of the public nuisance.

(c) The Board of Nuisance Abatement, following the hearing, shall cause a written order to be served on the owner of the subject property, in accordance with the provisions of Section 1701.04, stating the findings of such Board with respect to the existence of a public nuisance and the manner in which abatement is to be accomplished. If the Board finds that a public nuisance does exist, the order shall include: where abatement of the nuisance can be accomplished through repair or rehabilitation, a list of repair or rehabilitation specifications required to abate the public nuisance; where the abatement of the nuisance cannot, in the finding of the Board be accomplished through repair and rehabilitation, an order that the nuisance be abated by demolition and removal of the structure; and shall state that unless the owner of subject property causes the abatement of the public nuisance by repair, rehabilitation or demolition, the same shall be abated by the City at the expense of the owner. Such abatement by the owner shall start within fourteen (14) days after receipt of the order and shall be completed within sixty (60) days or where abatement is to be accomplished through repair or rehabilitation, such additional time as the Director may deem reasonable and necessary to complete the abatement of the public nuisance.

(Ord. 21-16. Passed 3-28-16.)

1701.04 SERVICE OF NOTICE.

The notice of hearing required under Section 1701.03 shall be served by mailing a copy to the owner, as defined in Section 1701.01 by certified U.S. mail with return receipt requested, or by personally serving such owner with a copy of such notice. If the service of the notice of the hearing provided for in Section 1701.03 is not perfected by either of the hereinbefore described methods, then the Board of Nuisance Abatement shall cause such notice to be published in a newspaper of general circulation in the City and in a paper of general circulation in the county once each week for two (2) consecutive weeks prior to the date of such hearing. Service of the order of the Board provided for in Section 1701.03 shall be in the manner provided herein. If service of the order provided for in Section 1701.03 is not perfected by certified U.S. mail or personal service, as hereinbefore described then the Board shall cause such order to be published in a newspaper of general circulation in the City and in a paper of general circulation in the county once each week for two (2) consecutive weeks. However, such a published order shall not include a list of the repair or rehabilitation specifications mentioned in Section 1701.03. Service of the notice or the order pursuant to this section shall be considered complete upon the receipt of certified U.S. mail or upon personal service, or seven (7) days after the date of the last publication of such notice or order.

(Ord. 21-16. Passed 3-28-16.)

1701.05 RIGHT TO MAKE IMMEDIATE REPAIRS.

Upon being served the order as provided for in Sections 1701.03 and 1701.04, the owner may make immediate application in writing or in person to the Building Division for a special building permit to undertake the repairs or replacement of the items, as described in the list of rehabilitation specifications found to constitute the public nuisance.

(Ord. 21-16. Passed 3-28-16.)

~~**1701.06 APPEAL**~~

~~(a) The owner may make a demand in writing to the chairman of the Nuisance Abatement Board for an appeal to Council on the question of whether a public nuisance does exist within thirty (30) days after the completion of service of the order of the findings of the Board. The Board shall, within fourteen (14) days after receiving a written request for an appeal, forward all inspection reports, photographs and any other materials submitted into evidence, together with the written order issued by the Board to the Clerk of Council.~~

~~(b) The owner of the property in question, or their duly authorized representative or agent shall be notified of the date, time and place of the appeal hearing before Council in accordance with the provisions of Section 1701.04 and shall be given an opportunity of appearing in person or through a duly authorized representative or agent, at such hearing and of presenting such evidence as may be pertinent to the question of the existence of the public nuisance.~~

~~(c) The appeal shall be heard by Council within not less than fourteen (14) days nor more than sixty (60) days after the receipt of the written demand for an appeal provided for in subsection (a) hereof.~~

~~(d) Four (4) members of Council, after reviewing the material from the Board and any pertinent evidence presented by the owner or his duly authorized representative or agent, shall concur that a public nuisance as defined by Section 1701.01(a), does exist before enforcement of the abatement provisions of this chapter is carried out. A copy of the decision affirming, reversing or modifying the findings and order of the Board shall be served upon the owner in the manner provided for in Section 1701.04.~~

~~(Ord. 21-16. Passed 3-28-16.)~~

1701.06~~7~~ APPEAL TO COURT.

The owner may appeal the decision and findings of ~~Council~~ the Board of Nuisance Abatement to a court of appropriate jurisdiction. ~~The decision of Council affirming, reversing or modifying the findings and order of the Board of Nuisance Abatement is to be served on the owner in the manner provided for in Section 1701.04.~~ The appeal is to be filed within fourteen (14) business days after service of the decision of ~~Council on the owner~~the Board on the owner. After an appeal has been filed the Board of Nuisance Abatement ~~and Council~~ shall ~~jointly~~ certify and forward to the court as required by the Ohio Revised Code, a copy of the order of the Board of Nuisance Abatement~~ and decision of Council~~, minutes and records of meetings, hearings, inspection reports, photographs and materials relied upon by the Board of Nuisance Abatement ~~and Council~~ in determination of the afore stated order and decision.

(Ord. 21-16. Passed 3-28-16.)

1701.08 ABATEMENT OF A PUBLIC NUISANCE BY THE BOARD OF NUISANCE ABATEMENT.

(a) Upon failure of the property owner to abate a nuisance, ~~:~~the Director of Public Service is hereby authorized to cause entry upon such premises, and the owner shall permit such entry, to abate the nuisance by demolition and removal of the structure, or by boarding all windows, exterior doors and other openings to secure the structure and by removal of litter and cutting of rank growth that may be present. The failure to abate said nuisance shall occur:

(1) If the owner fails to commence abatement within fourteen (14) days of the issuance of the Order and the time period for the right to appeal has expired pursuant to Section 1701.06 hereof; or

~~(1)~~(2) Upon the expiration time of the special permit issued according to Section 1701.05;

~~(2) If no special building permit was issued within forty-five (45) days of completion of service of the written order of the Board of Nuisance Abatement; or~~

~~(3) Within fourteen (14) days of the expiration of the right to appeal by the owner pursuant to Section 1701.06 hereof or the Ohio Revised Code.~~

~~The Director of Public Service is hereby authorized to cause entry upon such premises, and the owner shall permit such entry, to abate the nuisance by demolition and removal of the structure, or by boarding all windows, exterior doors and other openings to secure the structure and by removal of litter and cutting of rank growth that may be present.~~

(b) In abating such nuisances the Director shall obtain the abatement thereof as provided by the Charter and Codified Ordinances relating to construction, and the cost of such contract shall be paid for from City funds except that in the case of boarding to abate the nuisance as provided for in this section, the City may elect to do so by using its own employees and materials.

~~(b)~~(c) T~~t~~he costs of ~~such~~ abatement as provided by Section 1701.08(b) shall be recovered from the owner in the following manner:

(1) The owner shall be billed for the cost of the abatement by mailing such bill to the owner by certified U.S. mail with return receipt requested, or by personally serving the owner with a copy of such bill. If service of such bill is not perfected by either of the hereinbefore described methods, then the billing notice shall be published in a newspaper of general circulation in the City and a newspaper of general circulation in the county for two (2) consecutive weeks.

(2) If the owner fails to pay for the cost of such abatement within thirty (30) days after receipt of the bill, or after the publication of the second notice in the aforesaid newspaper, the Director shall cause the cost of the abatement to be either certified to the County Treasurer and levied as a special assessment against the property which was the subject of the abatement action, and recovered in the manner provided for the recovery of special assessments; or shall be collectible, together with any interest thereon, by suit, as other debts of like amounts are collectible.

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ORDINANCE REQUEST

DATE: **January 24, 2022**

TO: **Finance and Administration Committee**

RE: **Distribution of REDI Funds**

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak

In 2020, Council passed legislation to dissolve to older REDI funds. Council requested that any remaining funds from those accounts to distributed to a local charity. Heart Fund Pantry was the suggested charity. As the funds have now been dissolved, there is a balance of $236.35 remaining. This legislation will appropriate those funds for distribution to the Mid Ohio Market at Heart.

AN ORDINANCE TO APPROPRIATE FUNDS FROM THE UNAPPROPRIATED GENERAL FUND TO MISCELLANEOUS OTHER SERVICES - MAYORS DEPARTMENT FOR CHARITABLE DISTRIBUTION

WHEREAS, Ordinance 83-2020 dissolved the Reynoldsburg Economic Development, Inc. and the Reynoldsburg Community Improvement Corporation, and all Articles of Incorporation for those organizations; and

WHEREAS, following the dissolution of these REDIs, Reynoldsburg City Council approved the transfer the funds remaining in those REDIs to be deposited in the City's general fund to be distributed for charitable purposes; and

WHEREAS, the REDI funds and Articles of Incorporation have been dissolved leaving a balance of $236.35; and

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WHEREAS, Council requested that any remaining funds be distributed to a local charity with Mid Ohio Market at Heart being the selected designee.

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

SECTION 1. That with the dissolution of the REDI funds and Articles of Incorporation, the remaining funds be distributed to the Mid Ohio Market at Heart.

SECTION 2. That Council hereby directs that an amount of $236.35 in the unappropriated General Fund (110) be appropriated to account number 110.522.5399 Miscellaneous Other Services - Mayors Department for distribution.

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