



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 13, 2020

Council Chambers

CITY COUNCIL MEETING

1. **CALL TO ORDER**
2. **INVOCATION - RPD OFFICER JAMES TRIPLETT**
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **APPROVAL OF AGENDA**
6. **APPROVAL OF MINUTES**
 - a. City Council – Regular Meeting – December 16, 2019
7. **COMMUNITY COMMENTS**

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

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

8. COMMUNICATIONS

- a. Preliminary Auditor Year End Revenue Information

9. MOTIONS

- a. A Motion Hereby Appointing Stephen Cicak and Chris Shook to Serve on the Volunteer Peace Officers' Dependent Fund
- b. A Motion to Recommend the Appointment of Stacie Baker as the Council Representative to the West Licking Joint Fire District Board for 2020
- c. A Motion to Recommend the Appointment of Barth Cotner as the Council Representative to the Reynoldsburg Visitors Bureau
- d. A Motion to Recommend the Appointment of Kristin Bryant to Serve as the President Pro Tempore of Council for the Period Beginning January 13, 2020 Until the Next Council Organizational Meeting in January 2021
- e. A Motion to Recommend the Appointment of Councilmembers to Council Committees Effective January 13, 2020 Until December 31, 2020
- f. A Motion to Recommend the Appointment of Temporary Committee Chairs

10. REPORTS

- a. Clerk of Court Report
- b. **Development, Parks & Recreation Committee**
 - 1. Election of Committee Chair
 - 2. Election of Committee Vice Chair
 - 3. City Council – Committee Meeting – December 16, 2019

4. An Ordinance to Amend the Appropriation Account Numbers for Ordinance No. 127-19 to Authorize the Reynoldsburg Department of Public Service to Apply for and Accept the Commercial Electric Vehicle (EV) Charging Station Incentive Grant from AEP to Support an Electric Charging Project, Execute a Contract with an AEP Approve Contractor EV United/Chargepoint, Appropriating Funds, and Declaring an Emergency
5. An Ordinance Authorizing the Mayor to Enter into an Agreement with Builderscape, Inc. to Perform Improvements to JFK Park Project, Appropriating Funds, and Declaring an Emergency
6. An Ordinance Authorizing the Mayor to Enter into an Agreement with EMH&T for Construction Management/Inspection for the JFK Park Project, Appropriating Funds, and Declaring an Emergency

c. Public Safety, Law & Courts Committee

1. Election of Committee Chair
2. Election of Committee Vice Chair
3. City Council – Committee Meeting – December 16, 2019
4. An Ordinance to Amend Chapter 505 Animals and Fowl, Sections 505.11 Killing or Injuring Animals and Repeal Sections 505.13 Poisoning Animals and 505.15 Cruelty to Animals of the Code of Ordinances for the City of Reynoldsburg, Ohio
5. An Ordinance to Amend Chapter 505 Animals and Fowl, Section 505.01 Definitions of the Code of Ordinances for the City of Reynoldsburg, Ohio
6. An Ordinance to Amend Chapter 505 Animals and Fowl, Section 505.37 Dangerous Dogs and Other Animals and to Add Section 505.13 Tethering Animals to the Code of Ordinances for the City of Reynoldsburg, Ohio

d. Public Service & Transportation Committee

1. Election of Committee Chair
2. Election of Committee Vice Chair
3. City Council – Committee Meeting – December 16, 2019

4. An Ordinance by the City of Reynoldsburg Consenting to the Rehabilitation of US Route 40 (National Road) by the Ohio Department of Transportation (ODOT) Within the City Limits of Reynoldsburg in Licking County
5. An Ordinance Authorizing the City Auditor to Remove Equipment from the City's Fixed Asset List for the Street Department
6. An Ordinance Authorizing the Mayor to Purchase an International Brand Dump Truck and Related Equipment for the Street Department
7. An Ordinance to Authorize the Mayor to Purchase an Aerial Lift Truck and Related Equipment for the Street Department

e. Finance & Administration Committee

1. Election of Committee Chair
2. Election of Committee Vice Chair
3. City Council – Committee Meeting – December 16, 2019
4. An Ordinance Authorizing the Mayor to Enter into a Contract to Purchase Real Property at 1140 Waggoner Road, and Declaring an Emergency

11. LEGISLATION FOR EMERGENCY ADOPTION - SINGLE READING

- a. An Ordinance to Amend the Appropriation Account Numbers for Ordinance No. 127-19 to Authorize the Reynoldsburg Department of Public Service to Apply for and Accept the Commercial Electric Vehicle (EV) Charging Station Incentive Grant from AEP to Support an Electric Charging Project, Execute a Contract with an AEP Approve Contractor EV United/Chargepoint, Appropriate Funds, and Declaring an Emergency – Development, Parks & Recreation Committee
- b. An Ordinance Authorizing the Mayor to Enter into an Agreement with Builderscape, Inc. to Perform Improvements to JFK Park, Appropriating Funds, and Declaring an Emergency – Development, Parks & Recreation Committee
- c. An Ordinance Authorizing the Mayor to Enter into an Agreement with EMH&T for Construction Management/Inspection for the JFK Park Project, Appropriating Funds, and Declaring an Emergency – Development, Parks & Recreation Committee

- d. An Ordinance Authorizing the Mayor to Enter into a Contract to Purchase Real Property at 1140 Waggoner Road, and Declaring an Emergency – Finance and Administration Committee

12. LEGISLATION FOR FIRST READING

- a. An Ordinance by the City of Reynoldsburg Consenting to the Rehabilitation of US Route 40 (National Road) by the Ohio Department of Transportation (ODOT) Within the City Limits of Reynoldsburg in Licking County – Public Service and Transportation Committee
- b. An Ordinance Authorizing the City Auditor to Remove Equipment from the City's Fixed Asset List for the Street Department – Public Service and Transportation Committee
- c. An Ordinance Authorizing the Mayor to Purchase an International Brand Dump Truck and Related Equipment for the Street Department – Public Service and Transportation Committee
- d. An Ordinance to Authorize the Mayor to Purchase an Aerial Lift Truck and Related Equipment for the Street Department – Public Service and Transportation Committee

13. LEGISLATION FOR SECOND READING

- a. An Ordinance to Amend Chapter 505 Animals and Fowl, Sections 505.11 Killing or Injuring Animals and Repeal Sections 505.13 Poisoning Animals and 505.15 Cruelty to Animals of the Code of Ordinances for the City of Reynoldsburg, Ohio (First Reading 11/25/2019). Public Safety, Law and Courts Committee
- b. An Ordinance to Amend Chapter 505 Animals and Fowl, Section 505.01 Definitions of the Code of Ordinances for the City of Reynoldsburg, Ohio (First Reading 11/25/2019). Public Safety, Law and Courts Committee
- c. An Ordinance to Amend Chapter 505 Animals and Fowl, Section 505.37 Dangerous Dogs and Other Animals and to Add Section 505.13 Tethering Animals to the Code of Ordinances for the City of Reynoldsburg, Ohio (First Reading 11/25/2019). Public Safety, Law and Courts Committee

14. UPCOMING COUNCIL MEETINGS

- a. January 16, 2020 BZBA (Cancelled)
- b. January 27, 2020 Council
 - 1. Work Session on Zoning Code Revisions
- c. February 6, 2020 Planning Commission
- d. February 10, 2020 Council
- e. February 20, 2020 BZBA
- f. February 24, 2020 Council

ADJOURNMENT



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
December 16, 2019**

President of Council Doug Joseph called the meeting to order at 8:00 PM

PRESENT: Joseph, Cotner, Luzader, Spalding, Baker, Skinner
ABSENT: Clemens, Bryant

Approval of Minutes

- a. City Council – Regular Meeting – December 9, 2019

The minutes were approved as submitted.

RESULT: ACCEPTED

Approval of Agenda

President Joseph removed items 10 (1, 2, 3) from the agenda as these ordinances as they were held in the Public Safety Committee.

Council approved the amended agenda.

Community Comments and Requests

There were no community comments.

Communications

CLERK OF COURT RESPONSE TO COUNCILMEMBER BRYANT'S CONCERNS

Clerk Prasher read the first paragraph of an email from Clerk of Court Clark in response to questions and concerns raised by Councilmember Bryant during the November 12, 2019 meeting.

"I just wanted to shoot you a quick email to address a couple of matters you requested be explored a bit more at the November 25, 2019 council meeting. It is my understanding that you were told that phones in our office are only answered on Thursdays, our court days. This is absolutely incorrect. We strive to offer excellent customer service every day and although Thursdays do present a challenge due to the high volume of in-person interactions, we make it a priority to respond to messages as quickly as we possibly can. As for the rest of the days of the week, my staff and I, all answer the phones and attend to

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walk-up customers during our business hours and we always have at least one staff member in our office at all times in order to do so."

RESULT: READ INTO THE MINUTES

Reports

AUDITOR'S REPORT OCTOBER 2019

The Auditor's Office submitted the budget by department and classification for the month of October, 2019.

RESULT: READ INTO THE MINUTES

AUDITOR'S REPORT OCTOBER 2019

The Auditor's Office submitted the budget by department and classification for the month of October, 2019.

RESULT: READ INTO THE MINUTES

RPD REVIEW OF GIHON GROCERY LLC ALCOHOL PERMIT

Chief Plesich: This request is for a liquor permit application at 1729 Brice Road for the Gihon Grocery. Based on interviews, records checks, location investigation, and conferring with the investigative section of the Ohio Commission for Liquor Control, I can find no based on Section 4303.292 of the Ohio Revised Code, I can find no reason that we can deny this request. I recommend that the City not appeal the issuance of a liquor license.

President Joseph: That will return to the Clerk with no action.

RESULT: READ INTO THE MINUTES

Motions

A RESOLUTION OF APPRECIATION FOR MAYOR BRAD MCCLOUD

Clerk Prasher read a resolution of recognition into the record.

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**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
December 16, 2019**

A Resolution of Appreciation for Mayor Brad McCloud

Whereas, the City of Reynoldsburg wishes to recognize Brad McCloud for his outstanding dedication and commitment as Mayor to the City of Reynoldsburg and the community since 2008; and,

Whereas, Brad served with distinction as City Council President from January, 1992 until December, 2003; and

Whereas, Brad was elected Mayor of the City of Reynoldsburg in November, 2007; and

Whereas, during Brad's tenure as Mayor, the City of Reynoldsburg has become a more beautiful environment, has enhanced economic viability, improved health, safety and general welfare of the people that live and work in Reynoldsburg while preserving its charm and history; and

Whereas, under Brad's leadership, the City of Reynoldsburg has attracted new business development such as Ohio Health, the Taylor Square development and the construction of the Reynoldsburg Community Center YMCA that was dedicated on December 5, 2019; and

Whereas, Brad is known for his patience, diplomatic leadership, and for his understanding and knowledge of all areas of the City that, combined, have enabled him to help the community solve many difficult issues; and

Whereas, in those many years of service, Brad has performed with dedication, led by example, and earned the deep respect and gratitude of the citizens, Council, and staff of the City of Reynoldsburg.

Now therefore, be it resolved by the City Council of Reynoldsburg:

SECTION 1: The City Council of Reynoldsburg is proud to acknowledge, recognize, and express our gratitude to Brad McCloud for his outstanding years of community service, his dedication to community, his selflessness, and loyalty to the entire Reynoldsburg community.

Passed this 16th day of December, 2019.

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Councilmember Luzader: I have probably known you longer than either one of us would like to admit. We have had our ups and downs. It has been a pleasure working with you.

Councilmember Cotner: I am glad that we got that YMCA done. I will never forget when you put the word out that a Y was a dream of yours. It took longer than anticipated, but we got to see. You had some tough challenges and it is not an easy job, but thank you for your service.

Councilmember Baker: Thank you for your service Mr. Mayor.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brett Luzader, Ward 2 Councilmember
SECONDER:	Barth R. Cotner, At-Large Councilmember
AYES:	Cotner, Luzader, Spalding, Baker, Skinner
ABSENT:	Clemens, Bryant

A RESOLUTION OF APPRECIATION OF COUNCIL PRESIDENT DOUG JOSEPH

Clerk Prasher read a resolution of appreciation for Doug Joseph.

A Resolution of Appreciation for Council President Doug Joseph

Whereas, the City of Reynoldsburg wishes to recognize Doug Joseph for his contributions and commitment to the City of Reynoldsburg and the community since 2004; and,

Whereas, Doug served with dedication as City Councilmember from October, 2004 until December, 2011; and

Whereas, Doug was elected Council President for the City of Reynoldsburg in November, 2011 and has served the City continuously since; and

Whereas, Doug served as Chair of the Finance Committee in 2011, Chair of the Service Committee from 2010 to 2011, President Pro-Tempore of Council from 2010 to 2011, Safety Committee Chair from 2007 to 2009, Reynoldsburg Chief of Police Selection Committee member in 2012 and 2018, Chair of the Council Special Ad Hoc Committee on Chapter 160, and as the City representative to the West Licking Joint Fire District from 2006 to 2012 (Board President from 2009 to 2011 and Board Vice-President from 2008 to 2009); and

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Whereas, during his tenure as President, Doug has had the responsibility to serve as Acting Mayor of Reynoldsburg on numerous occasions; and

Whereas, under Doug's leadership, he oversaw the redrawing of district ward boundaries, the revision of the Rules of Council, and aided with the City Charter review process. Doug also worked to attract new development to the City such as Ohio Health, the Taylor Square development, and the construction of the Reynoldsburg Community Center YMCA that was dedicated on December 5, 2019; and

Whereas, in those many years of service, Doug has provided concerned, thoughtful, and attentive counsel and commentary to Council, City staff, and to the citizenry of the City of Reynoldsburg.

Now therefore, be it resolved by the City Council of Reynoldsburg:

SECTION 1: The City Council of Reynoldsburg is proud to acknowledge, recognize, and appreciate Doug Joseph for his years of community service, his commitment to City Council, and his attention to the Reynoldsburg community.

PASSED this 16th day of December, 2019.

Clerk Prasher presented President Joseph with a gravel to recognize and acknowledge his years of service.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Caleb Skinner, Ward 1 Councilmember
SECONDER:	Marshall Spalding, Ward 3 Councilmember
AYES:	Cotner, Luzader, Spalding, Baker, Skinner
ABSENT:	Clemens, Bryant

A RESOLUTION OF APPRECIATION FOR JAMES (JED) HOOD

Clerk Prasher read a resolution of appreciation for James (Jed) Hood.

A Resolution of Appreciation for James (Jed) Hood

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**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
December 16, 2019**

Whereas, Jed Hood served with distinction for the past thirteen years as Reynoldsburg City Attorney since March, 2006, when he was appointed to serve the unexpired term of retiring City Attorney William Underwood, until present; and,

Whereas, Jed has served on various City committees including the Treasury Investment Board and Volunteer Peace Officer's Dependents' Fund Board; and

Whereas, in those many years of service, Jed has performed his duties with dedication, intelligence, and a commitment to the City and residents and earned the respect of all he came in contact with; and

Whereas, Jed has demonstrated a high level of professionalism as City Attorney; and

Whereas, Jed has provided a high degree of legal counsel and a strong sense of duty to the City and community as a whole; and

Whereas, in light of all of Jed's attributes and contributions, City Council wishes to recognize the excellent work Jed has performed during his tenure as City Attorney.

Now therefore, be it resolved by the City Council of Reynoldsburg:

SECTION 1: The City Council of Reynoldsburg hereby offers its gratitude and appreciation to James (Jed) Hood for your years of service, dedication and efforts on behalf of the members of the Reynoldsburg community and wish you success in all your future endeavors.

Passed this 16th day of December, 2019.

Councilmember Cotner: I can't think of anyone who has helped me along this path any more than you. We have had hours of conversations and your guidance has been appreciated. Thank you.

Councilmember Spalding: A lot of the things we do, we do outside the office. There are some things you have done outside the office with the Boy Scouts. You have worked extremely hard. I have seen how well you work with your son Brady. I also respect the fact that you are an Eagle Scout. Those are the things that I remember about you the most. Thank you.

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REYNOLDSBURG CITY COUNCIL
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Councilmember Luzader: Thank you for all of the guidance that you have given me. I told the Mayor, when I was working for the City as well as on Council, that I have gotten so used to calling you on Monday mornings. I am not getting rid of your cell phone.

Councilmember Baker: Thank you for the years of service that you have given Reynoldsburg.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Barth R. Cotner, At-Large Councilmember
SECONDER:	Brett Luzader, Ward 2 Councilmember
AYES:	Cotner, Luzader, Spalding, Baker, Skinner
ABSENT:	Clemens, Bryant

A RESOLUTION OF APPRECIATION FOR MELVIN CLEMENS

President Joseph read the resolution of appreciation for Melvin Clemens into the record.

A Resolution of Appreciation for Mel Clemens

Whereas, the City of Reynoldsburg wishes to recognize Mel Clemens for his outstanding dedication and continuous commitment to the Reynoldsburg community since 1959; and,

Whereas, Mel has served with distinction and selflessness since he was first elected in November, 1959 to the Village of Reynoldsburg Council, population of 600 residents, where he voted “nay” to his first ordinance as it was being passed as an emergency measure at the January 11th, 1960 meeting; and

Whereas, Mel served on the Reynoldsburg Council from January, 1960 until December, 1969 as a Councilmember At Large, where he saw Reynoldsburg grow from a Village to a City; and

Whereas, Mel also served as a Truro Township Trustee from 1976 until 1991; and

Whereas, Mel continued his devoted service to the City of Reynoldsburg beginning in January of 2000, after he was again elected to the Reynoldsburg City Council as Councilmember for Ward 4 in November, 1999 and where he continues to serve presently; and

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Whereas, besides his committed volunteer service, Mel served as the City's Safety/Service Director from February, 1990 until August, 1999; and

Whereas, in 2017, Mel was nominated and selected to be the Grand Marshall of the Reynoldsburg July 4th Parade because of his military service, his positive impact on the City, and as someone who reflected the values and quality of life treasured by the residents of Reynoldsburg.

Now therefore, be it resolved by the City Council of Reynoldsburg:

SECTION 1: The City Council of Reynoldsburg is proud to acknowledge, recognize, and appreciate Mel Clemens for his outstanding years of community service, his dedication to community, his selflessness, and loyalty to the entire Reynoldsburg community.

Passed this 16th day of December, 2019.

President Joseph also presented Councilmember Clemens with an eagle award as a symbol to express gratitude and appreciation for all that Mel Clemens has done for the City of Reynoldsburg.

Mel Clemens: Thank you. I appreciate this recognition. I have enjoyed working with Council, the Mayor and all of the people that have worked with me. I plan on coming back for my three minutes. This is not exactly how I wanted to leave office, but someone higher had other plans. I do appreciate everyone. I know at times I was hard to get along with, but I made people laugh, which was good. I am really going to miss everyone. I tried to help everyone as the current Council has and as the new Councilmembers will. That is what we were elected for. I want to thank everyone. Thank you.

Councilmember Cotner: We have got to say thank you again. I think if there has been a way to serve the community, I think that you have shown it. You always knew where you stood with Mel Clemens. You always knew where the line was. There is a perfect example of how to serve the community and never looking at your own agenda or to serve yourself. Always looking at how to serve the community. I am so proud to have served with you. Thank you from the bottom of my heart for everything that you have always done.

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Councilmember Luzader: Thank you for all of the confidence that you have instilled in me. You are an example of a city leader and you have been a mentor to me. I don't think the City could have had anyone better. Thank you Mel.

Councilmember Spalding: I was proud to sit next to you. You always demonstrated a lot of courage. You were never afraid to swim upstream. You were never afraid to say nay, when nay was the right thing. That was a good thing for me to understand and learn that is the way to be. Thank you.

Councilmember Skinner: I think the age is the only thing I ever beat you in as I was a little younger than you when you first took over. You have been an inspiration to me. You always had conviction for every vote that you cast, even if you stood alone. That has really been an inspiration to me. Thank you for all of your hard work throughout the years.

Councilmember Baker: I understand that you have been serving the people of Reynoldsburg since William McKinley was in office. I would like to thank you for that. But I do thank you for all of the hard work that you have put in from the time that the City was a Village. It is with gratitude that I appreciate all that you have done.

President Joseph: On October 3, 2005, I was appointed to City Council for Ward 3. At that time, Mr. Clemens sat in the Ward 4 seat, while I sat in the Ward 3 seat. So many times Mel, I relied on your advice and input from policy to legislation. You really helped me prepare for the fourteen plus years I have been on City Council. I think that you have done that with most everyone who has sat on City Council during those years and with our administrative leaders. I think that there are only three people in the room that were here the night I received my administrative appointment - my wife, you and former Councilmember Preston Stearns. Everyone else is new since those years. You helped prepare me and many others for our service. I want to thank you. We hope to see you back here in the future.

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RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Marshall Spalding, Ward 3 Councilmember
SECONDER:	Brett Luzader, Ward 2 Councilmember
AYES:	Cotner, Luzader, Spalding, Baker, Skinner
ABSENT:	Clemens, Bryant

A RESOLUTION OF APPRECIATION OF BRETT LUZADER

Clerk Prasher read a resolution of appreciation for Brett Luzader.

A Resolution of Appreciation for Brett Luzader

Whereas, Brett Luzader served as a member of Council for the City of Reynoldsburg beginning in January, 2016 to the present; and,

Whereas, Brett served on the Community Development Committee, Safety Committee and Service Committee in 2016 and 2017 as well as on the Finance and Administrative Committee and Chair of the Public Service and Transportation Committee in 2018 and 2019; and

Whereas, Brett also served as a Reynoldsburg service department employee and winter road warrior from August, 1978 until December, 2012, ending his career with the City as Superintendent of Street Department; and

Whereas, Brett gave of his time and talents to further the interests of the City's residents and represented the City with a high degree of professionalism; and

Whereas, Brett participated in Council's efforts to address development issues, improve roadway and utility infrastructure projects, and sought to promote the common welfare of the community; and

Whereas, during Brett's years of service, his hard work and wise use of City resources, he helped maintain a community standard that is apparent to both residents and visitors of the city; and

Now therefore, be it resolved by the City Council of Reynoldsburg:

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SECTION 1: The City Council of Reynoldsburg is proud to acknowledge, recognize, and thank Brett Luzader for his service to the City of Reynoldsburg. Your dedication to the City is gratefully appreciated.

Passed this 16th day of December, 2019.

Councilmember Cotner: Thank you for your service. You have been a fantastic Councilmember and a fantastic servant of the City. I know that you are going to continue serving the community. Thank you.

Councilmember Spalding: We all are award of what Councilmember do while at Council, but not when we are not here. For a long time, the work that you have done with the Community Foundation is phenomenal. The effort you have put forth contributing to the kids Halloween party, Christmas on the Town, and July 4th parade. These things would not have happened without you. You were key to each of these events. There is a core team of four people that always make everything work and you are one of those people. I appreciate that. Thank you.

Councilmember Baker: Serving with you over these past few years has been an honor. I appreciate all of the wisdom that you have brought forth to Council. I also appreciate your dedication to the City.

RESULT:	ADOPTED [4 TO 0]
MOVER:	Caleb Skinner, Ward 1 Councilmember
SECONDER:	Barth R. Cotner, At-Large Councilmember
AYES:	Cotner, Spalding, Baker, Skinner
ABSTAIN:	Luzader
ABSENT:	Clemens, Bryant

A RESOLUTION OF APPRECIATION FOR MARSHALL SPALDING

Clerk Prasher read a resolution of appreciation for Marshall Spalding.

A Resolution of Appreciation for Marshall Spalding

Whereas, Marshall Spalding served as a member of Council for the City of Reynoldsburg beginning in January, 2016 to the present; and,

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Whereas, Marshall served on the Community Development Committee, Safety Committee and Service Committee in 2016 and 2017 as well as on the Finance and Administrative Committee in 2018 and 2019, Chair of the Public Safety, Law & Courts Committee in 2018, and Chair of the Development, Parks & Recreation Committee in 2019; and

Whereas, Marshall also served as the City representative to the West Licking Joint Fire District Board from 2017-2019; and

Whereas, Marshall gave of his time and talents to further the interests of the City's residents and promote the interests of the City with officials from neighboring townships and the Reynoldsburg School District; and

Whereas, Marshall participated in Council's efforts to address development issues, the financing of the new Community Center and sought to promote the common welfare of the community; and

Whereas, during Marshall's years of service, he gave faithfully of his time, talents, and resources to help maintain a community standard that is apparent to both residents and visitors of the community; and

Now therefore, be it resolved by the City Council of Reynoldsburg:

SECTION 1: The City Council of Reynoldsburg is proud to acknowledge, recognize, and thank Marshall Spalding for his service to the City of Reynoldsburg. Your service to the City is gratefully appreciated.

Passed this 16th day of December, 2019.

Councilmember Spalding: Sitting on Council with you has been a pleasure. We have worked on a number of issues over the years. I particularly want to thank you for all of your hard work on Issue 11. If that Issue had not passed, we would not have our nice community center. That was a big undertaking. Thank you.

Councilmember Cotner: We would have to start with your hard work and dedication on getting Issue 11 passed. The work you do at the Senior Center. The way you serve

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makes it clear that your passion is about making it better for everyone. You are really interested in what happens to people and that is really appreciated. Thank you.

Councilmember Baker: I would like to thank you for your service for what you've done while on Council and certainly the work you've done outside of Council. It is commendable.

RESULT:	ADOPTED [4 TO 0]
MOVER:	Brett Luzader, Ward 2 Councilmember
SECONDER:	Stacie Baker, At-Large Councilmember
AYES:	Cotner, Luzader, Baker, Skinner
ABSTAIN:	Spalding
ABSENT:	Clemens, Bryant

A RESOLUTION OF APPRECIATION FOR CALEB SKINNER

Clerk Prasher read a resolution of appreciation for Caleb Skinner.

A Resolution of Appreciation for Caleb Skinner

Whereas, Caleb Skinner served as a member of the Reynoldsburg City Council for beginning in January, 2018 to the present; and,

Whereas, Caleb served on the Development, Parks & Recreation Committee, Public Safety, Law & Courts Committee, and Public Service & Transportation Committee for the past two years; and

Whereas, Caleb gave his time and talents to further the interests of the City's residents and promote the interests of the City; and

Whereas, Caleb participated in Council's efforts to address development issues, improve the curb appeal of the City, and sought to promote the common welfare of the community; and

Whereas, in these and other efforts, Caleb Skinner has provided concerned, thoughtful, and attentive counsel and commentary to Council, City staff and to the citizenry in his capacity as a public servant; and

Now therefore, be it resolved by the City Council of Reynoldsburg:

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**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
December 16, 2019**

SECTION 1: The City Council of Reynoldsburg is proud to acknowledge, recognize, and thank Caleb Skinner for not only his service to the City of Reynoldsburg, but for his military service to the Country. Your service to the City and Country are gratefully appreciated.

Passed this 16th day of December, 2019.

Councilmember Spalding: As a veteran, you know how much I appreciate your service. The work that you have done around suicide prevention is phenomenal. You have made that a real passion, dedication and helped a tremendous amount of people, when they are in a really dark place. I appreciate the work that you have done to help other people. Thank you.

Councilmember Luzader: We have not sat very long together on Council, but you have participated, done your research, and for that I thank you.

Councilmember Cotner: I appreciate your willingness to step in and serve that seat and do it to the best of your abilities. As a younger member, you have a lot ahead of you in the future. I look forward to seeing where it takes you. Good luck and thank you for your service.

Councilmember Baker: I would like to thank you for your service. That shows your character to serve not only the City of Reynoldsburg, but our Country. Also, thank you for your friendship on Council and outside of Council.

RESULT:	ADOPTED [4 TO 0]
MOVER:	Barth R. Cotner, At-Large Councilmember
SECONDER:	Marshall Spalding, Ward 3 Councilmember
AYES:	Cotner, Luzader, Spalding, Baker
ABSTAIN:	Skinner
ABSENT:	Clemens, Bryant

A MOTION TO REAPPOINT MOLLIE PRASHER TO SERVE AS CLERK OF COUNCIL FOR THE PERIOD BEGINNING JANUARY 1, 2020 THROUGH JANUARY 31, 2022

President Joseph: This is something that we do every two years with our clerk.

Minutes Acceptance: Minutes of Dec 16, 2019 7:35 PM (Approval of Minutes)

Reynoldsburg

OHIO • 1839

MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL December 16, 2019

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Caleb Skinner, Ward 1 Councilmember
SECONDER:	Marshall Spalding, Ward 3 Councilmember
AYES:	Cotner, Luzader, Spalding, Baker, Skinner
ABSENT:	Clemens, Bryant

LEGISLATION FOR EMERGENCY ADOPTION

139-19

AN ORDINANCE AUTHORIZING THE CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST, AND DECLARING AN EMERGENCY --- Spalding. Development, Parks and Recreation Committee.

No comments.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Marshall Spalding, Ward 3 Councilmember
SECONDER:	Caleb Skinner, Ward 1 Councilmember
AYES:	Cotner, Luzader, Spalding, Baker, Skinner
ABSENT:	Clemens, Bryant

140-19

AN ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN AGREEMENT WITH EVANS, MECHWART, HAMBLETON & TILTON, INC. (EMH&T) FOR GENERAL CONSULTING AND PROFESSIONAL DESIGN, AND DECLARING AN EMERGENCY --- Luzader. Public Service and Transportation Committee.

No comments.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brett Luzader, Ward 2 Councilmember
SECONDER:	Marshall Spalding, Ward 3 Councilmember
AYES:	Cotner, Luzader, Spalding, Baker, Skinner
ABSENT:	Clemens, Bryant

141-19

Minutes Acceptance: Minutes of Dec 16, 2019 7:35 PM (Approval of Minutes)

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MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL December 16, 2019

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CT CONSULTING GENERAL CONSULTING AND PROFESSIONAL DESIGN SERVICES, AND DECLARING AN EMERGENCY --- Luzader. Public Service and Transportation Committee.

No comments.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brett Luzader, Ward 2 Councilmember
SECONDER:	Barth R. Cotner, At-Large Councilmember
AYES:	Cotner, Luzader, Spalding, Baker, Skinner
ABSENT:	Clemens, Bryant

142-19

AN ORDINANCE TO TRANSFER FUNDS AMONG VARIOUS GENERAL FUND ACCOUNTS, AND DECLARING AN EMERGENCY --- Cotner. Finance and Administration Committee.

No comments.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Barth R. Cotner, At-Large Councilmember
SECONDER:	Brett Luzader, Ward 2 Councilmember
AYES:	Cotner, Luzader, Spalding, Baker, Skinner
ABSENT:	Clemens, Bryant

143-19

AN ORDINANCE TO MAKE INTERIM APPROPRIATIONS FOR EXPENSES AND OTHER EXPENDITURES OF THE CITY OF REYNOLDSBURG, STATE OF OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2020, AND DECLARING AN EMERGENCY --- Cotner. Finance and Administration Committee.

No comments.

Minutes Acceptance: Minutes of Dec 16, 2019 7:35 PM (Approval of Minutes)

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MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL December 16, 2019

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Barth R. Cotner, At-Large Councilmember
SECONDER:	Stacie Baker, At-Large Councilmember
AYES:	Cotner, Luzader, Spalding, Baker, Skinner
ABSENT:	Clemens, Bryant

144-19

AN ORDINANCE AUTHORIZING THE CITY AUDITOR TO FUND HEALTH SAVINGS ACCOUNTS FOR 2020, AND DECLARING AN EMERGENCY --- Cotner. Finance and Administration Committee.

No comments.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Barth R. Cotner, At-Large Councilmember
SECONDER:	Marshall Spalding, Ward 3 Councilmember
AYES:	Cotner, Luzader, Spalding, Baker, Skinner
ABSENT:	Clemens, Bryant

145-19

AN ORDINANCE TO AMEND CHAPTER 160 EMPLOYEE COMPENSATION, SECTIONS 160.01 DEFINITIONS AND 160.02(A) AND (F) PAY GRADES OF THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY --- Cotner. Finance and Administration Committee.

No comments.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Barth R. Cotner, At-Large Councilmember
SECONDER:	Brett Luzader, Ward 2 Councilmember
AYES:	Cotner, Luzader, Spalding, Baker, Skinner
ABSENT:	Clemens, Bryant

146-19

Minutes Acceptance: Minutes of Dec 16, 2019 7:35 PM (Approval of Minutes)



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
December 16, 2019**

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT FOR CITY INSURANCE FOR 2020, AND DECLARING AN EMERGENCY --- Cotner. Finance and Administration Committee.

No comments.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Barth R. Cotner, At-Large Councilmember
SECONDER:	Caleb Skinner, Ward 1 Councilmember
AYES:	Cotner, Luzader, Spalding, Baker, Skinner
ABSENT:	Clemens, Bryant

147-19

AN ORDINANCE AUTHORIZING RENEWAL OF THE CITY'S DENTAL INSURANCE COVERAGE WITH DELTA DENTAL FOR THE PERIOD FROM JANUARY 1, 2020 THROUGH DECEMBER 31, 2020, AND DECLARING AN EMERGENCY --- Cotner. Finance and Administration Committee.

No comments.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Barth R. Cotner, At-Large Councilmember
SECONDER:	Marshall Spalding, Ward 3 Councilmember
AYES:	Cotner, Luzader, Spalding, Baker, Skinner
ABSENT:	Clemens, Bryant

LEGISLATION FOR SECOND READING

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

Minutes Acceptance: Minutes of Dec 16, 2019 7:35 PM (Approval of Minutes)

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MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL December 16, 2019

RESULT:	REFERRED TO COMMITTEE	Next: 1/13/2020 7:31 PM
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AN ORDINANCE TO AMEND CHAPTER 505 ANIMALS AND FOWL, SECTION 505.01 DEFINITIONS OF THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO --- Bryant. Public Safety, Law and Courts Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 1/13/2020 7:31 PM
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AN ORDINANCE TO AMEND CHAPTER 505 ANIMALS AND FOWL, SECTION 505.37 DANGEROUS DOGS AND OTHER ANIMALS AND TO ADD SECTION 505.13 TETHERING ANIMALS TO THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO --- Bryant. Public Safety, Law and Courts Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 1/13/2020 7:31 PM
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LEGISLATION FOR THIRD READING

148-19

AN ORDINANCE TO WAIVE THE PROVISION OF SECTION 971.16 OF THE CITY'S CODIFIED ORDINANCES FOR THE 2020 REYNOLDSBURG FARMERS' MARKET --- Spalding. Development, Parks and Recreation Committee.

No comments

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Marshall Spalding, Ward 3 Councilmember
SECONDER:	Stacie Baker, At-Large Councilmember
AYES:	Cotner, Luzader, Spalding, Baker, Skinner
ABSENT:	Clemens, Bryant

149-19

AN ORDINANCE TO WAIVE THE PROVISIONS OF SECTION 971.16 OF THE CITY'S CODIFIED ORDINANCES FOR THE 2020 REYNOLDSBURG ARTISTS & MAKER'S MARKET --- Spalding. Development, Parks and Recreation Committee.

Minutes Acceptance: Minutes of Dec 16, 2019 7:35 PM (Approval of Minutes)

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No comments.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Marshall Spalding, Ward 3 Councilmember
SECONDER:	Caleb Skinner, Ward 1 Councilmember
AYES:	Cotner, Luzader, Spalding, Baker, Skinner
ABSENT:	Clemens, Bryant

UPCOMING COUNCIL MEETINGS

January 11, 2020 New Member Council Orientation
January 13, 2020 Council Meeting
January 27, 2019 Council Meeting

Closing Comments

Ward 1

Councilmember Skinner: Though my time here has been short lived, it has been, without a doubt, one of the best experiences of my life. My life has been short-lived so far, but I have experienced some pretty great things. You learn so much more than you ever thought you would. You meet more people that you ever thought you would. You also help more people than you ever know. I want to thank all of my colleagues up here. You have all taught me things about doing research, listening to the community, analyzing both sides, and understanding the world we live in as a whole. I am truly blessed to have known all of you in various ways. I will never forget this. To those coming after us, good luck! Have fun with it.

President Joseph: I know that you weren't here a long time, two years, but you are someone who was prepared to assume the office mid-term. I know what that is like to jump into a Council seat mid-term. You don't have a long time to study the issues like people who are running for office for a year ahead. I appreciate everything that you have brought to the Council discussion. I am like that I was able to answer some of your questions. I hope that I was able to be of aid and assistance to you. You definitely were of aid to this Council and the community. Thank you for your service.

Ward 2

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**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
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Councilmember Luzader: It is actually bittersweet for me. I sat in the audience for over thirty years attending these meetings. The last four years has been a dream. I can't imagine serving my community any better. I also want to say that I am not going away. I will take my seat back out in the audience. Like Mr. Clemens, I hope to get my three minutes, more than once. Thank you for your support.

President Joseph: You have been at the Council table for four years, but you were one of the few Councilmembers that I've served with, that it felt like you had been up here the whole time you served the City. There was not a time that I did not believe that you were ready to jump right in and help. When Councilmember Clemens stepped away from committee chairmanship for a while, he did not even have to make a suggestion as I was already thinking of you. You have done an outstanding job in that position. I am glad to see that you will continue to be active in the community and Council. You bring decades of experience and insight. The new Council will be well served by your advice in the future. Thank you for your service.

Ward 3

Councilmember Spalding: The nicest thing about being up here is that it gives you opportunities. For example, the Mayor asked if I would like to take the Issue 11 campaign, because I understand business and we desperately needed more money in the City. If we wanted to do more roads, more police and all the things we are doing now, it was going to take a significant influx of new cash. Brad gave me the opportunity along with three other people to get out there and make that happen. I'm really proud of what we've accomplished - new roads, the new number of cruiser and the upcoming opening of the YMCA. You are not given those opportunities unless you stand up and say "Yeah, I'll take the challenge." I appreciate it Mayor. Thank you.

President Joseph: You are someone who didn't allow defeat to stop you and I respected that. In your first run for office, you were not successful. I remember one of my predecessors once said that if someone really wants to run for Council, he'll figure out a way to get here. You not only got here, but you contributed so much to the City and the service you provided to the City and so many different organizations that you serve and volunteer for including the West Licking Fire District. I served the District for six years and it is a commitment to take extra nights out of your month and discuss what needs to be done by another government entity. I thank you for not only your service on Council, but for your service on several committees, the West Licking Fire District and the whole broad experience that you brought

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to the table. It's made things so much richer and insightful for all of us when debating the issues we have to decide. I very much appreciate that.

Council President

President Joseph: I would like to make a few comments tonight about the time that I have served on City Council. I was never thinking about serving in city government or running for a city office, but I had an interest in public service. One day in September 2005, I got this phone call from former Auditor Dick Harris. He asked if I would be interested in serving on City Council. He said that the Ward 3 Councilman was retiring and we were interested to see if you might be interested in the appointment. I was looking at other things at the time, but I spent a couple of days looking at it and speaking with my wife. I decided that it was a good idea to do it. I knew the area from other activities. I sought that appointment and that Council approve that appointment. During the past fourteen plus years, there has been so many new people that have come and gone. Not just on Council, other city officials as well. I want to make it part of the record to recognize the people I served with and who me as a green, uneducated person in city government. People like Barth and Caleb, we were thrown into the process. There was very little time to get up to speed. The people that I am going to mention, I relied on. I didn't always agree with them, but I always valued what they contributed.

During those years, I have served with Mayor McCloud. He is someone that has clearly brought decades of public service to the City that we are so richer for. Both in terms of serving as Council President and Mayor. The same can be said for Mayor McPherson. I really valued his input early on. He offered to take me all around the City to show me the police department, the service department, and water department. Any place where I would have questions about how the City functioned. He offered to do that and I really appreciated it.

I have served with Mr. Hood for almost the entire time that I have been here. He was appointed City Attorney almost when I got here. I almost felt that we were on a parallel course within our City service. He is definitely someone that I respected and valued his legal views and interpretations. The one thing that I always remember is him saying if you can ask me a question with a phone call, do it. Don't send me an email. I have largely followed that. Mr. Hood, I really appreciate your service to the City.

Prior to him, I briefly served with Mr. Underwood, who was really an institution here at the City when he retired. I forget how many years he served. I do remember reading that he

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**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
December 16, 2019**

wrote our City Charter and served as our Attorney once it was approved. He was a valued asset during the short time that I had to work with him.

He have had an outstanding group of auditors since I came here. Mr. Cicak has been a visionary during his short time serving here. I really don't know of anyone in an administrative position that has done so much in so little time. He has really done great things for the City. Not just in the Auditor's office, but he also served on Council. He was someone who wanted to get things done for the City. He took a leadership role and I really appreciated that.

Prior to him was City Auditor Dick Harris. If it were not for him, I never would have sought this Council position in the first place. Someone that I leaned on for many, many years. Briefly before he took his position in 2007, I served briefly with Howard Whitney, who served only a few months before I served my seat.

Council could not function without the person sitting at the end of the table. Our current Clerk is Mollie Prasher. We had a great crew that interviewed for this position earlier this year. I have interviewed and hired people in other facets of my life. She impressed me so much right out of the gate. I fought for her appointment and Council approved it. I knew if Council was largely replace this year, I wanted someone in that job, who could keep the trains running without batting an eye. I am very confident that is going to happen. Prior to her, we had another outstanding clerk, April Beggerow. When she told me that she was looking to move on, I almost felt like locking her office. She was another great one. I mentioned to my wife that you two really have something in common. You are basically workaholics. You think five to six steps ahead. April would have something done before I even asked for it. She was an outstanding clerk for five years. Her predecessor was Nancy Frazier, who served as clerk for twenty-six years. All of the other people I am going to mention and probably the City officials, could not have done their jobs without her incredible knowledge of City affairs. The joke was that she knew where all of the bodies were buried. I am glad to see that she is still active in the community.

When Councilmember Cotner sought the appointment for the At-Large seat, he really rose to the top among a number of candidates. At that time, Council was convinced that a person with his community activities, leadership in the private sector, and his volunteer activities could bring a lot to Council. During the period he has served here, both as President Pro Tempora and Finance chair, I don't know what we would have done without his steady hand on so many issues that have come to Council. Thank you for what you have done and how

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you have helped me as well. Prior to Councilmember Cotner, the seat was held by Toni Newman. She was on Council when I was appointed, but is now deceased. She was another person that really thought about every angle of a position. She really added so much to our City.

Councilmember Baker has been here two years. You are an example of someone who quickly dove into the issues concerning the City - asking questions, taking chances on legislation that might not be popular, but is worthy of debate or maybe even a vote. I appreciate your thinking outside of the box during your time here bringing forth issues. I appreciate it very much. Prior to Councilmember Baker, Councilmember Long sat in that seat for eight years. He is now a Truro Township trustee. Prior to him, was Councilmember Shirey. I worked closely with her following my appointment. Prior to that, Mr. Beougher was a Councilmember. He was a strong supporter of my initial appointment. I was glad to lean on him for the Charter Review Commission.

The final At-Large seat that is held by Councilmember Bryant. She is not here tonight and I understand why she is not here. It is tough to recover from surgery. Despite our differences on policy issues, there is a reason why I asked that Kristin Bryant sit here next to me when she and Mr. Baker were elected. That's because I valued having an attorney sitting next to me. There were times when I would say, what do you think about this? Can we really do this? She has been a real asset during the years that she had been here. Prior to her service, Councilmember Dan Skinner sat in that seat, an attorney that I leaned on quite frequently. Prior that, we had a number of people who came through that seat quite quickly. Monica DeBrock served for a period after being appointed. Councilmember Nathan Bird held the sit as well. When I was first appointed, it was held by Councilmember Stake.

For two years, Caleb Skinner has held the Ward 1 seat. He has been an asset to Council during his time. Prior to that, current Auditor Cicak held that position. Again, someone who dove into City issues and made a difference. Before that, Councilmember Barrett held that position for four years. He was not a long term. He wanted to come here and accomplish some things and then let someone else take over. Before that, Councilmember Fred Deskins held that seat and before that, Councilmember Preston Stearns, who is here tonight. Glad to see you here.

Ward 2, with Councilmember Luzader and the value he has brought to the City and how he has helped me. Prior to his service, Councilmember Leslie Kelly held that seat. She is another individual who, coming from her educational background, was always pushing us to

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do cooperative things with the school district, which I think was a plus. Prior to her, Councilmember Brett Baxter held the seat for a couple of years. He was another one of those people, who if I did not know what we were doing, I could ask him and he always helped or had an answer to a questions.

Councilmember Spalding in Ward 3, I again, appreciate your service and everything that you have done during your service here. Prior to Councilmember Spalding, Councilmember Cornelius McGrady held that seat. Again, much like Councilmember Baker was someone who pushed the envelope asking Council to discuss things. Not necessarily pass things, but bring things to the table for discussion. He had distinguished service on the West Licking Fire District as well. I served six and one half years in that seat prior to Councilmember McGrady.

Lastly, we have Councilmember Clemens, who sat in that seat my entire fourteen years and three months. As I mentioned earlier, how much it meant to me that he got me to the point where I was actually contributing something to discussions.

The last person that I want to mention is the last person that sat in my seat prior to my becoming Council President, Williams Hills. Bill Hills was already on Council for many years prior to my appointment. He sat in this seat for eight years and prior to that he served ten years in the seat currently held by Councilmember Cotner. Everything and anything that I have done during my eight years at President of Council, I really did look to Mr. Hills as someone who was fair to everyone, in both parties. The position of President of Council is really very different than the other seats here. The other seat up here are more policy oriented. They make the decisions, set and direction and vote on it. Except for voting in the event of a tie, which I have done maybe twenty or twenty-five times during my time here, the job of President of Council is mostly administrative. I like to say that he is a traffic cop. He makes sure that everything gets done without any mistakes or accidents. I am not perfect, I've made plenty of mistakes myself, but I've tried to pride myself that when Council does something, we follow the right procedure, procedure and that it is done the right way. I've become a lot less partisan because of being in this job and understand that there are a lot of people here that would like to make a contribution to the City and my job was to make sure that they could do that. I hope that I was able to do that during my years on City Council. With that, I will conclude my comments. I appreciate the opportunity to serve this great City and with the great leaders both past and present. Thank you.

Adjournment

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**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
December 16, 2019**

Lenora Jenkins, President of Council

Mollie Prasher, Clerk of Council

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

DATE: January 13, 2020**TO:****CC:****RE: Year End Revenue Information**

The Auditor has provided preliminary year end revenue information.

City of Reynoldsburg

Stephen M. Cicak, Auditor

January 10, 2020

The Honorable Joseph Begeny
Mayor of Reynoldsburg
Reynoldsburg Ohio 43068

Dear Mayor Begeny:

My office has completed a preliminary end of the year for 2019. Below are the critical numbers as they pertain to the fiscal health of the City of Reynoldsburg, as determined by the bond rating agencies:

General Fund balance at the beginning of 2019	\$6,641,327.07
General Fund balance at the end of 2019.....	\$8,893,189.83
General Fund revenue for 2019.....	\$22,837,359.40

The City of Reynoldsburg can anticipate 2020 Total General Fund Revenue no more than \$22,000,000.

I ask that attention to continued and reasonable growth of the general fund balance, a minimum ending balance of \$9,000,000 as advised by our municipal advisor, remains a shared priority.

Sincerely yours,


Stephen M. Cicak
City Auditor

City of Reynoldsburg
7232 East Main Street | Reynoldsburg, OH 43068
T 614-322-6858 | **F** 614-322-6857

www.ci.reynoldsburg.oh.us

cc Reynoldsburg City Council

Attachment: Auditor Year End Report (Preliminary Auditor Year End Revenue Information)

Clerk of Council
Bailey Sparks
7232 East Main Street
Reynoldsburg OH 43068
614-322-6805 Phone

MOTION REQUEST

DATE: **January 13, 2020**

TO: **City Council**

RE: Appointment to the Volunteer peace Officers' Dependent Fund

Approval:

Joe Begeny	Chris Shook	Stephen Cicak
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This is an annual appointment

Motion Hereby Appointing Stephen Cicak and Chris Shook to Serve on the Volunteer Peace Officers' Dependent Fund

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

DATE: January 13, 2020**TO:****RE: Appoint Stacie Baker to West Licking Joint Fire District Board**

Approval:

Completed Joe Begeny	Chris Shook	Stephen Cicak
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President Jenkins is recommending the appointment of Stacie Baker as the City's representative to the West Licking Joint Fire District Board.

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

MOTION REQUEST

DATE: **January 13, 2020**

TO:

RE: **Appointment to the Visitors Bureau**

Approval:

Completed Joe Begeny	Chris Shook	Stephen Cicak
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President Jenkins' recommendation of Barth Cotner as the Reynoldsburg Council representative to the Reynoldsburg Visitors Bureau.

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

DATE: January 13, 2020**TO:****RE: Appointment of President Pro Tempore**

Approval:

Completed Joe Begeny	Chris Shook	Stephen Cicak
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President Jenkins recommends the appointment of Kristin Bryant as President Pro Tempore of the Reynoldsburg City Council.

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

DATE: January 13, 2020**TO:****RE: Appointment of Council Committee Members**

Approval:

Completed Joe Begeny	Chris Shook	Stephen Cicak
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President Jenkins' recommendations of members to various Council committees.

Development, Parks & Recreation Committee

Stacie Baker

Bhuwan Pyakurel

Meredith Lawson-Rowe

Shanette Strickland

Public Safety, Law & Courts Committee

Kristin Bryant

Meredith Lawson-Rowe

Stacie Baker

Lou Salvati

Clerk of Council**Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 Phone****Public Service & Transportation Committee**

Shanette Strickland

Barth Cotner

Bhuwan Pyakurel

Stacie Baker

Finance & Administration Committee

Louis Salvati

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

DATE: January 13, 2020**TO:****RE: Appointment of Temporary Committee Chairs**

Approval:

Completed Joe Begeny	Chris Shook	Stephen Cicak
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President Jenkins' recommendations to appointment Councilmembers as temporary committee chairs.

Development, Parks & Recreation Committee - Stacie Baker

Public Safety, Laws & Courts Committee - Kristin Bryant

Public Service & Transportation Committee - Shanette Strickland

Finance & Administration Committee - Louis Salvati

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

DATE: **January 13, 2020**

TO: **City Council**

CC:

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

I am submitting monies collected from the courts held on 11/7, 11/14, 11/20, and 11/28/19. I am also submitting monies collected during the same period pursuant to City Ordinance No/s. 146-94 and 104-02.

Fines &Waivers/Bond Costs/Bond Forfeitures Order In	(#110.4512)	\$ 13,946.00
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Court Costs & Miscellaneous Costs Assessed	(#110.4510)	\$ 22,446.00
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Sub-Total (To General Revenue Fund)		\$ 36,932.00
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Computerization Needs Fund	(#211.4510)	\$ 3,240.00
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Enforcement & Education Fund	(#293.4616)	\$ 100.00
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Sub-Total		\$ 3,340.00
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Clerk of Court**Leslie Clark****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6852 phone****Total Amount Submitted****\$ 39,732.00**

**MINUTES COMMITTEE MEETING
REYNOLDSBURG DEVELOPMENT, PARKS AND RECREATION COMMITTEE
December 16, 2019**

Chairman Marshall Spalding called the meeting to order at 7:45 PM

Call to Order - Roll Call

PRESENT: Spalding, Baker, Skinner

ABSENT: Bryant

Approval of Agenda

The agenda was approved as submitted.

Approval of Minutes

- a. Development, Parks and Recreation Committee – Committee Meeting – December 9, 2019

The minutes were approved as presented.

RESULT:	ACCEPTED
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LEGISLATION FOR EMERGENCY ADOPTION

AN ORDINANCE AUTHORIZING THE CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST, AND DECLARING AN EMERGENCY ---
Spalding. Development, Parks and Recreation Committee.

No comments.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]
MOVER:	Marshall Spalding, Chairman
SECONDER:	Caleb Skinner, Ward 1 Councilmember
AYES:	Spalding, Baker, Skinner
ABSENT:	Bryant

LEGISLATION FOR THIRD READING

AN ORDINANCE TO WAIVE THE PROVISION OF SECTION 971.16 OF THE CITY'S CODIFIED ORDINANCES FOR THE 2020 REYNOLDSBURG FARMERS' MARKET ---
Spalding. Development, Parks and Recreation Committee.

No comments.

Minutes Acceptance: Minutes of Dec 16, 2019 7:30 PM (Development, Parks & Recreation Committee)

**MINUTES COMMITTEE MEETING
REYNOLDSBURG DEVELOPMENT, PARKS AND RECREATION COMMITTEE
December 16, 2019**

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]
MOVER:	Marshall Spalding, Chairman
SECONDER:	Stacie Baker, At-Large Councilmember
AYES:	Spalding, Baker, Skinner
ABSENT:	Bryant

AN ORDINANCE TO WAIVE THE PROVISIONS OF SECTION 971.16 OF THE CITY'S CODIFIED ORDINANCES FOR THE 2020 REYNOLDSBURG ARTISTS & MAKER'S MARKET --- Spalding. Development, Parks and Recreation Committee.

No comments.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]
MOVER:	Marshall Spalding, Chairman
SECONDER:	Caleb Skinner, Ward 1 Councilmember
AYES:	Spalding, Baker, Skinner
ABSENT:	Bryant

Minutes Acceptance: Minutes of Dec 16, 2019 7:30 PM (Development, Parks & Recreation Committee)

**MINUTES COMMITTEE MEETING
REYNOLDSBURG PUBLIC SAFETY, LAW AND COURTS COMMITTEE
December 16, 2019**

President Joseph: As Councilmember Bryant is not in attendance tonight, the Public Safety, law and Courts Committee will be chaired by Councilmember Cotner as a committee of the whole.

At-Large Councilmember Barth Cotner called the meeting to order at 7:49 PM

Call to Order - Roll Call

PRESENT: Baker, Skinner, Luzader, Spalding, Cotner

ABSENT: Clemens, Bryant

Approval of Agenda

The agenda was approved as submitted.

Approval of Minutes

- a. Public Safety, Law and Courts Committee – Committee Meeting – December 9, 2019

The minutes were approved as presented.

RESULT:	ACCEPTED
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LEGISLATION FOR SECOND READING

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

Councilmember Luzader: I have talked with Ms. Bryant and incoming City Attorney Mr. Shook about some concerns that I had about the definition of a dangerous dog. I will stay in contact with Ms. Bryant and Mr. Shook, even though I will not be sitting here any longer. What you are seeing right now will probably be changed by the next meeting. Hopefully a cleaner piece of legislation.

RESULT:	ITEM HELD
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	Next: 1/13/2020 7:31 PM
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AN ORDINANCE TO AMEND CHAPTER 505 ANIMALS AND FOWL, SECTION 505.01 DEFINITIONS OF THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO --- Bryant. Public Safety, Law and Courts Committee.

Minutes Acceptance: Minutes of Dec 16, 2019 7:31 PM (Public Safety, Law & Courts Committee)

**MINUTES COMMITTEE MEETING
REYNOLDSBURG PUBLIC SAFETY, LAW AND COURTS COMMITTEE
December 16, 2019**

RESULT:	ITEM HELD	Next: 1/13/2020 7:31 PM
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AN ORDINANCE TO AMEND CHAPTER 505 ANIMALS AND FOWL, SECTION 505.37 DANGEROUS DOGS AND OTHER ANIMALS AND TO ADD SECTION 505.13 TETHERING ANIMALS TO THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO --- Bryant. Public Safety, Law and Courts Committee.

RESULT:	ITEM HELD	Next: 1/13/2020 7:31 PM
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Minutes Acceptance: Minutes of Dec 16, 2019 7:31 PM (Public Safety, Law & Courts Committee)

**MINUTES COMMITTEE MEETING
REYNOLDSBURG PUBLIC SERVICE AND TRANSPORTATION COMMITTEE
December 16, 2019**

Ward 2 Councilmember Brett Luzader called the meeting to order at 7:52 PM

Call to Order - Roll Call

PRESENT: Luzader, Baker, Skinner

ABSENT: Bryant

Approval of Agenda

The agenda was approved as submitted.

Approval of Minutes

- a. Public Service and Transportation Committee – Committee Meeting – December 9, 2019

The minutes were approved as presented.

RESULT:	ACCEPTED
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LEGISLATION FOR EMERGENCY ADOPTION

AN ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN AGREEMENT WITH EVANS, MECHWART, HAMBLETON & TILTON, INC. (EMH&T) FOR GENERAL CONSULTING AND PROFESSIONAL DESIGN, AND DECLARING AN EMERGENCY --- Luzader. Public Service and Transportation Committee.

No comments.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]
MOVER:	Brett Luzader, Ward 2 Councilmember
SECONDER:	Caleb Skinner, Ward 1 Councilmember
AYES:	Luzader, Baker, Skinner
ABSENT:	Bryant

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CT CONSULTING GENERAL CONSULTING AND PROFESSIONAL DESIGN SERVICES, AND DECLARING AN EMERGENCY --- Luzader. Public Service and Transportation Committee.

No comments.

Minutes Acceptance: Minutes of Dec 16, 2019 7:32 PM (Public Service & Transportation Committee)

**MINUTES COMMITTEE MEETING
REYNOLDSBURG PUBLIC SERVICE AND TRANSPORTATION COMMITTEE
December 16, 2019**

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]
MOVER:	Brett Luzader, Ward 2 Councilmember
SECONDER:	Stacie Baker, At-Large Councilmember
AYES:	Luzader, Baker, Skinner
ABSENT:	Bryant

Minutes Acceptance: Minutes of Dec 16, 2019 7:32 PM (Public Service & Transportation Committee)

**MINUTES COMMITTEE MEETING
REYNOLDSBURG FINANCE AND ADMINISTRATION COMMITTEE
December 16, 2019**

Chairman Barth R. Cotner called the meeting to order at 7:55 PM

Call to Order - Roll Call

PRESENT: Cotner, Luzader, Spalding

ABSENT: Clemens

Approval of Agenda

The agenda was approved as submitted.

Approval of Minutes

- a. Finance and Administration Committee – Committee Meeting – December 9, 2019

The minutes were approved as presented.

RESULT: ACCEPTED

LEGISLATION FOR EMERGENCY ADOPTION

AN ORDINANCE TO TRANSFER FUNDS AMONG VARIOUS GENERAL FUND ACCOUNTS, AND DECLARING AN EMERGENCY --- Cotner. Finance and Administration Committee.

No comments.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]
MOVER:	Barth R. Cotner, Chairman
SECONDER:	Brett Luzader, Ward 2 Councilmember
AYES:	Cotner, Luzader, Spalding
ABSENT:	Clemens

AN ORDINANCE TO MAKE INTERIM APPROPRIATIONS FOR EXPENSES AND OTHER EXPENDITURES OF THE CITY OF REYNOLDSBURG, STATE OF OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2020, AND DECLARING AN EMERGENCY --- Cotner. Finance and Administration Committee.

Councilmember Luzader: As we just received an update this evening, I want to make sure that the Mayor and incoming Mayor are in agreement with what has been submitted.

Minutes Acceptance: Minutes of Dec 16, 2019 7:33 PM (Finance & Administration Committee)

**MINUTES COMMITTEE MEETING
REYNOLDSBURG FINANCE AND ADMINISTRATION COMMITTEE
December 16, 2019**

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]
MOVER:	Barth R. Cotner, Chairman
SECONDER:	Brett Luzader, Ward 2 Councilmember
AYES:	Cotner, Luzader, Spalding
ABSENT:	Clemens

AN ORDINANCE AUTHORIZING THE CITY AUDITOR TO FUND HEALTH SAVINGS ACCOUNTS FOR 2020, AND DECLARING AN EMERGENCY --- Cotner. Finance and Administration Committee.

No comments.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]
MOVER:	Barth R. Cotner, Chairman
SECONDER:	Marshall Spalding, Ward 3 Councilmember
AYES:	Cotner, Luzader, Spalding
ABSENT:	Clemens

AN ORDINANCE TO AMEND CHAPTER 160 EMPLOYEE COMPENSATION, SECTIONS 160.01 DEFINITIONS AND 160.02(A) AND (F) PAY GRADES OF THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY --- Cotner. Finance and Administration Committee.

Councilmember Luzader: Where there any changes to this legislation from last week.

Director Boller: Yes. A full-time position for the Mayor's administrative assistant was added.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]
MOVER:	Barth R. Cotner, Chairman
SECONDER:	Brett Luzader, Ward 2 Councilmember
AYES:	Cotner, Luzader, Spalding
ABSENT:	Clemens

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT FOR CITY INSURANCE FOR 2020, AND DECLARING AN EMERGENCY --- Cotner. Finance and Administration Committee.

No comments.

**MINUTES COMMITTEE MEETING
REYNOLDSBURG FINANCE AND ADMINISTRATION COMMITTEE
December 16, 2019**

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]
MOVER:	Barth R. Cotner, Chairman
SECONDER:	Marshall Spalding, Ward 3 Councilmember
AYES:	Cotner, Luzader, Spalding
ABSENT:	Clemens

AN ORDINANCE AUTHORIZING RENEWAL OF THE CITY'S DENTAL INSURANCE COVERAGE WITH DELTA DENTAL FOR THE PERIOD FROM JANUARY 1, 2020 THROUGH DECEMBER 31, 2020, AND DECLARING AN EMERGENCY --- Cotner. Finance and Administration Committee.

No comments.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]
MOVER:	Barth R. Cotner, Chairman
SECONDER:	Brett Luzader, Ward 2 Councilmember
AYES:	Cotner, Luzader, Spalding
ABSENT:	Clemens

Minutes Acceptance: Minutes of Dec 16, 2019 7:33 PM (Finance & Administration Committee)

Development Department

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

ORDINANCE REQUEST

DATE: **January 13, 2020**

TO: **Development Department**

RE: **Amend EV Charging Station Ordinance**

Approval:

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

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

Explanation of legislation and need: As this application/contract is already in progress, it is necessary that this legislation be approved in one read in order to maintain the grant application and secure the financial grant for the City.

Due to increases in the contract dollar amounts for the stations and incorrect designation of account appropriations, it was determined that the existing Ordinance 127-19 needed to be amended to reflect the correct funding amount and correct appropriation account numbers.

Please see the attached ordinance.

ORDINANCE NO.

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

WHEREAS, the City of Reynoldsburg is working on becoming a green city and promoting environmentally friendly technologies and sustainable living; and

WHEREAS, typical gas combustion engines are inefficient and release pollution linked to respiratory disease and climate change; and

WHEREAS, electric cars require no gas, release no tail pipe emissions, and cost less money to drive and operate; and

WHEREAS, the 2018 Franklin County Energy Study found that transportation accounts for over 40% of total energy used and more than 50% is wasted energy and sets a target of a countywide 10% electric vehicle adoption rate of 2030; and

WHEREAS, AEP offers a Commercial Electric Vehicle Charging Station Incentive Grant program that will cover 100% of the cost of the equipment, installation, and maintenance with the City being responsible for the upfront costs.

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

SECTION 1. That the Department of Public Service be and is hereby authorized and directed submit an application for the AEP commercial electric vehicle charging station incentive grant for ~~\$188,852.00~~240,279.00 for a total of four charging stations at the new community center and the Lancaster Avenue/East Main Street parking lot to be installed by the AEP approved contractor EV United/Chargepoint ~~and various infrastructure improvements by AEP.~~

SECTION 2. That ~~\$50,000.00~~119,562.00 be appropriated from the Capital Improvement Project Fund to account 410.000.0162.5602 – Land Improvements for the installation of two (2) units at the East Main Street/Lancaster Avenue Green Space/Parking Lot project ~~with \$138,852.00 coming from the existing community center account 410.000.0148.5659.~~ That upon reimbursement to the City of Reynoldsburg from AEP, all upfront funds spent will be returned to the CIP fund.

SECTION 3: That \$120,717.00 be appropriated from the Capital Improvement Project Fund to account 410.000.0148.5659 Reynoldsburg Community Center YMCA for the installation of two (2) units at the Reynoldsburg Community Center YMCA. That upon reimbursement

to the City of Reynoldsburg from AEP, all upfront funds spent will be returned to the CIP Fund

SECTION ~~34~~. That Council hereby waive the competitive bidding process as AEP requires the use of only select contractors and authorize the Mayor to sign a contract with EV United/Chargepoint.

SECTION ~~45~~. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City's government, and further to allow the purchase in a timely manner in order for a complete the project by the end of 2019; wherefore upon adoption by Council this Ordinance shall be in effect immediately upon signature by the Mayor.

Passed this 13th day of January, 2020.

Leanora Jenkins, President of Council

ATTEST: _____
Mollie Prasher, Clerk of Council

APPROVED: _____
Joe Begeny, Mayor

DATE _____

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

DATE: **January 13, 2020**

TO: **Parks & Recreation Dept.**

RE: **Award contract for JFK Park improvements**

Approval:

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

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

An ordinance authorizing the Mayor to enter into agreement with Builderscape, Inc., 7500 Industrial Parkway, Plain City, OH 43067 for the removal and installation of a new playground, restroom facility/concession stand, etc. The base bid amount is \$1,100,913.00, plus a 10% contingency of \$110,091.00 for a total of \$1,211,004.00

Appropriate \$1,211,004.00 from the unappropriated CIP fund (410) and appropriate to the JFK Park Improvements fund 410.000.0172.5639

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

WHEREAS; the Parks and Recreation department has been working to update and revitalize City part facilities; and

WHEREAS; the JFK Park was approved for a complete renovation including the removal of existing equipment and the installation of new playground equipment; and

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

WHEREAS; bids were advertised and received to complete the project with the engineer recommending Builderscape, Inc. as the lowest and best bidder for the project at \$1,100,913, with a ten percent contingency budget of \$110,091; and

WHEREAS; this Ordinance appropriates \$1,211,004.00 from the unappropriated CIP fund (410) and appropriates the funds to account 410.000.0172.5639 JFK Park Improvements.

NOW, THEREFORE, 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 a contract with Builderscape, Inc. for the removal and installation of a new playground, restroom facility/concession stand and other improvements.

SECTION 2. That \$1,211,004 be unappropriated from the Capital Improvement Fund (410) and be appropriated to 410.000.0172.5639 JFK Park Improvements.

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



Engineers, Surveyors, Planners, Scientists

MEMO

Date: December 23, 2019

To: Donna Bauman, Director of Parks and Recreation

From: Nicholas Mill, PE

Subject: JFK Park Bid Results

Copies: Ryan Andrews, PE, City Engineer

The following is a budget summary for the construction phase of the subject project based on the contractor's bid pricing:

Base Bid:.....	\$ 1,100,913.00
Recommended Contingency (10%):.....	\$ 110,091.00
Construction Management/Inspection (EMH&T):.....	\$ 79,535.00
TOTAL CONSTRUCTION PHASE BUDGET:.....	\$1,290,539.00

As we have discussed, an irregularity in the bid of Builderscapes, Inc., has caused them to be named the low bidder for this project.

I have attached the Bid Tabulation, Award Recommendation Letter, Notice of Award, and construction services proposal to this memorandum for your review. If the City is in agreement with our recommendation, please move forward with funding legislation. Once the legislation is in place, please return a signed copy of the Notice of Award to me so we can prepare the contracts for signing and schedule a preconstruction meeting. If you have any other questions, please feel free to contact me at 614-775-4226.

Attachments: Award Recommendation Letter
 Bid Tabulation
 Notice of Award
 Proposal for Construction Management and Inspection Services



Engineers, Surveyors, Planners, Scientists

December 23, 2019

Mrs. Donna Bauman
Director of Parks and Recreation
City of Reynoldsburg
7232 East Main Street
Reynoldsburg, Ohio 43068

Re: Park Improvements for JFK Park

Dear Mrs. Bauman,

We have completed our analysis of the bids received on December 13, 2019 for the Park Improvements for JFK Park. Based on our review of the public bid results, we recommend that the contract be awarded to Builderscape, Inc. for the amount of \$1,100,913.00 for the work included under the Base Bid. They appear to be qualified for this type of work and their prices are competitive when compared to those of recent, similar projects.

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

Sincerely,

EVANS, MECHWART, HAMBLETON & TILTON, INC.

A handwritten signature in blue ink, appearing to read "N. Mill".

Nicholas D. Mill, PE

Attachments:

Bid Tabulation
Notice of Award of Contract

Attachment: JFK Park Recommendation of Award 12-23-19 (003) (JFK Park Improvements)

City of Reynoldsburg, Ohio

JFK Park Improvements

EMH&T JN: 2019-0668

Bids Received: December 13, 2019

Ref. No.	Item No.	Description	Quantity	Units	Engineer's Estimate		Builderscape, Inc. 7500 Industrial Pkwy Plain City, OH 43064		Midstates Recreation LLC 1279 Hazelton-Etna Rd SW Pataskala, OH 43062		Oheil Site Solutions 2109 East Social Row Road Dayton, OH 45458		Klumm Brothers Landscaping LLC 9241 W Bancroft Hollan, OH 43528	
					Price	Extension	Price	Extension	Price	Extension	Price	Extension	Price	Extension
BASE BID														
1	201	Clearing and Grubbing, As Per Plan	1	L.S.	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 8,235.00	\$ 8,235.00	\$ 2,000.00	\$ 2,000.00	\$ 3,500.00	\$ 3,500.00
2	202	Building Demolished (Concession Building), As Per Plan	1	L.S.	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,882.00	\$ 10,882.00	\$ 8,000.00	\$ 8,000.00	\$ 14,000.00	\$ 14,000.00
3	202	Building Demolished (Restroom Building), As Per Plan	1	L.S.	\$ 5,000.00	\$ 5,000.00	\$ 7,500.00	\$ 7,500.00	\$ 10,882.00	\$ 10,882.00	\$ 10,000.00	\$ 10,000.00	\$ 10,500.00	\$ 10,500.00
4	202	Playground Equipment Removed, As Per Plan	1	L.S.	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 8,982.00	\$ 8,982.00	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00
5	202	Pavement Removed, As Per Plan	830	S.Y.	\$ 18.00	\$ 14,940.00	\$ 15.00	\$ 12,450.00	\$ 9.00	\$ 7,470.00	\$ 8.00	\$ 6,640.00	\$ 16.00	\$ 13,280.00
6	207	Construction Fence	1966	L.F.	\$ 3.00	\$ 5,898.00	\$ 7.12	\$ 13,997.92	\$ 3.07	\$ 6,035.62	\$ 3.00	\$ 5,898.00	\$ 4.00	\$ 7,864.00 B
7	452	Non-Reinforced Concrete Pavement, Class COC 6 (T = 6-in)	28	S.Y.	\$ 110.00	\$ 3,080.00	\$ 90.00	\$ 2,520.00	\$ 127.56	\$ 3,571.68	\$ 90.00	\$ 2,520.00	\$ 150.00	\$ 4,200.00
8	608	Concrete Walk with Buff Wash Finish (T=4-in) with 4-in Aggregate Base, Class COC 5, Per R-9, Per 608.031	1921	S.F.	\$ 6.00	\$ 11,526.00	\$ 20.00	\$ 38,420.00	\$ 5.07	\$ 9,739.47	\$ 12.00	\$ 23,052.00	\$ 20.00	\$ 38,420.00
9	608	Asphalt Concrete Trail, with 4-in Aggregate Base, R-20	16082	S.F.	\$ 5.00	\$ 80,410.00	\$ 5.75	\$ 92,471.50	\$ 3.00	\$ 48,246.00	\$ 7.00	\$ 112,574.00	\$ 7.00	\$ 112,574.00
10	614	Maintenance of Traffic, Including Pedestrians	1	L.S.	\$ 2,000.00	\$ 2,000.00	\$ 997.58	\$ 997.58	\$ 4,375.00	\$ 4,375.00	\$ 2,000.00	\$ 2,000.00	\$ 3,000.00	\$ 3,000.00
11	623	Construction Layout Stakes	1	L.S.	\$ 5,000.00	\$ 5,000.00	\$ 9,000.00	\$ 9,000.00	\$ 15,000.00	\$ 15,000.00	\$ 5,000.00	\$ 5,000.00	\$ 8,500.00	\$ 8,500.00
12	630	Removal of Ground Mounted Sign and Reerection, As Per Plan	9	EA	\$ 125.00	\$ 1,125.00	\$ 500.00	\$ 4,500.00	\$ 176.45	\$ 1,588.05	\$ 200.00	\$ 1,800.00	\$ 100.00	\$ 900.00
13	653	Topsoil Furnished and Placed (T=3-in)	361	C.Y.	\$ 47.00	\$ 16,967.00	\$ 45.00	\$ 16,245.00	\$ 82.19	\$ 29,670.59	\$ 45.00	\$ 16,245.00	\$ 80.00	\$ 28,880.00
14	659	Seeding and Mulching	4331	S.Y.	\$ 2.00	\$ 8,662.00	\$ 2.00	\$ 8,662.00	\$ 3.77	\$ 16,327.87	\$ 2.00	\$ 8,662.00	\$ 3.00	\$ 12,993.00
15	659	Watering, As Per Plan	1	L.S.	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 4,000.00	\$ 4,000.00	\$ 1,500.00	\$ 1,500.00	\$ 3,500.00	\$ 3,500.00
16	604	Catch Basin	3	Ea.	\$ 1,750.00	\$ 5,250.00	\$ 2,000.00	\$ 6,000.00	\$ 2,585.88	\$ 7,757.64	\$ 1,800.00	\$ 5,400.00	\$ 1,800.00	\$ 5,400.00
17	604	Manhole, Type C, Per SA-3	1	Ea.	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00	\$ 6,948.23	\$ 6,948.23	\$ 2,000.00	\$ 2,000.00	\$ 2,400.00	\$ 2,400.00
18	806	Proposed 2-in Water Service, Complete in Place	1	L.S.	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00	\$ 37,820.00	\$ 37,820.00	\$ 25,000.00	\$ 25,000.00	\$ 23,000.00	\$ 23,000.00
19	901	8-in Storm Sewer with Type 1 Bedding and Type A Backfill, Per 720.08	75	L.F.	\$ 80.00	\$ 6,000.00	\$ 40.00	\$ 3,000.00	\$ 91.62	\$ 6,871.50 B	\$ 30.00	\$ 2,250.00	\$ 28.00	\$ 2,100.00
20	901	12-in Storm Sewer with Type 1 Bedding and Type A Backfill, Per 720.12	118	L.F.	\$ 90.00	\$ 10,620.00	\$ 47.00	\$ 5,546.00	\$ 115.84	\$ 13,669.12	\$ 50.00	\$ 5,900.00	\$ 30.00	\$ 3,540.00
21	918	6-in Sanitary Service Pipe with Type 1 Bedding and Type A Backfill, Per SA-1	62	L.F.	\$ 80.00	\$ 4,960.00	\$ 45.00	\$ 2,790.00	\$ 60.37	\$ 3,742.94	\$ 80.00	\$ 4,960.00	\$ 28.00	\$ 1,736.00
22	Spec	Playground Equipment	1	L.S.	\$ 300,000.00	\$ 300,000.00	\$ 253,000.00	\$ 253,000.00	\$ 254,569.00	\$ 254,569.00	\$ 280,000.00	\$ 280,000.00	\$ 290,000.00	\$ 290,000.00
23	Spec	Playground Surfacing- Bonded Rubber Mulch	9916	S.F.	\$ 16.00	\$ 158,656.00	\$ 14.00	\$ 138,824.00	\$ 14.36	\$ 142,393.76	\$ 17.00	\$ 168,572.00	\$ 22.00	\$ 218,152.00
24	Spec	Playground Surfacing- Engineered Wood Fiber	1260	S.F.	\$ 14.00	\$ 17,640.00	\$ 1.25	\$ 1,575.00 B	\$ 2.09	\$ 2,633.40	\$ 8.00	\$ 10,080.00	\$ 12.00	\$ 15,120.00
25	Spec	Playground Curbing	682	L.F.	\$ 25.00	\$ 17,050.00	\$ 45.00	\$ 30,690.00	\$ 43.75	\$ 29,837.50	\$ 35.00	\$ 23,870.00	\$ 45.00	\$ 30,690.00
26	Spec	Picnic Table Relocated	3	Ea.	\$ 1,000.00	\$ 3,000.00	\$ 500.00	\$ 1,500.00	\$ 500.00	\$ 1,500.00	\$ 500.00	\$ 1,500.00	\$ 100.00	\$ 300.00
27	Spec	Furnishings- Benches	8	Ea.	\$ 1,936.00	\$ 15,488.00	\$ 4,000.00	\$ 32,000.00	\$ 3,787.50	\$ 30,300.00	\$ 4,000.00	\$ 32,000.00	\$ 4,750.00	\$ 38,000.00
28	661	Trees, As Per Plan	19	Ea.	\$ 475.00	\$ 9,025.00	\$ 750.00	\$ 14,250.00	\$ 250.00	\$ 4,750.00	\$ 800.00	\$ 15,200.00	\$ 550.00	\$ 10,450.00
29	661	Perennials / Ornamental Grasses, As Per Plan	33	Ea.	\$ 30.00	\$ 990.00	\$ 55.00	\$ 1,815.00	\$ 125.00	\$ 4,125.00	\$ 40.00	\$ 1,320.00	\$ 70.00	\$ 2,310.00
30	661	Shrubs, As Per Plan	43	Ea.	\$ 80.00	\$ 3,440.00	\$ 13.00	\$ 559.00	\$ 87.49	\$ 3,762.07	\$ 80.00	\$ 3,440.00	\$ 110.00	\$ 4,730.00
31	Spec	Electric Service Extension - Concession/ Restroom Facility	1	L.S.	\$ 15,000.00	\$ 15,000.00	\$ 41,000.00	\$ 41,000.00	\$ 36,500.00	\$ 36,500.00	\$ 50,000.00	\$ 50,000.00	\$ 57,320.00	\$ 57,320.00
32	Spec	Electric Service Extension - Playground	1	L.S.	\$ 5,000.00	\$ 5,000.00	\$ 7,000.00	\$ 7,000.00	\$ 10,800.00	\$ 10,800.00	\$ 25,000.00	\$ 25,000.00	\$ 15,000.00	\$ 15,000.00
33	Spec	Prefabricated Concession/Restroom Facility, Per Plan	1	L.S.	\$ 275,000.00	\$ 275,000.00	\$ 303,600.00	\$ 303,600.00	\$ 314,853.00	\$ 314,853.00	\$ 290,000.00	\$ 290,000.00	\$ 320,000.00	\$ 320,000.00
34	Spec	Water Connection Charge Allowance	1	L.S.	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
*Contingency Items					BIDDER'S TOTAL FOR BASE BID =		\$ 1,048,227.00		\$ 1,113,413.00		\$ 1,105,337.80		\$ 1,169,883.00	
					CORRECTED BIDDER'S TOTAL FOR BASE BID =		NA		\$ 1,100,913.00		\$ 1,105,338.44		NA	
A		Correct Bidder's Calculated Unit Price: labor + material was incorrectly calculated by Bidder												
B		Correct Bidder's Total: price x quantity was incorrectly calculated by Bidder												

BY:

Nicholas D. Mill, PE

Evans, Mechwart, Hambleton & Tilton, Inc.

5500 New Albany Road

Columbus, OH 43054

_____, 2019

Sent by Regular US Mail

Surety:

Western Surety Company

One Bala Plaza, Ste. 100

Bala Cynwyd, PA 19004-0950

Surety Agent:

Haughn & Associates, Inc.

6050 Tain Dr.

Dublin, OH 43017

Re: Notice of Award of Contract

To Whom It May Concern:

You are notified that your principal, Builderscape, Inc. (contractor) has been awarded a contract for **Park Improvements for JFK Park** in the amount of \$1,100,913.00 by the City of Reynoldsburg.

Thank you,

By _____

Name/Title: Joe Begeny, Mayor

Attachment: JFK Park Recommendation of Award 12-23-19 (003) (JFK Park Improvements)



Engineers, Surveyors, Planners, Scientists

December 17, 2019

Ms. Donna Bauman
 Director of Parks & Recreation
 City of Reynoldsburg
 7232 East Main Street
 Reynoldsburg, OH 43068

**Subject: 2019 Park Improvements for JFK Park
 Proposal for Construction Phase Engineering Services**

Dear Ms. Bauman:

EMH&T is pleased to submit our proposal for construction phase services for the City's upcoming Improvements for JFK Park project. The City has received bids for these improvements and Midstates Recreation is the apparent low bidder with a total projected contract amount of \$1,105,337.80. The construction duration for the project is 180 calendar days, and is anticipated to commence in March, 2020.

SCOPE OF SERVICES

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

1. Construction Representation/Contract Administration:

- a. Conduct a preconstruction coordination meeting with the City, Contractor, Utilities, Police, Fire, and other stakeholders requested by the City.
 - i. EMH&T will provide the following for the meeting:
 - Meeting agenda
 - Sign-in sheet
 - Submittal log
 - Meeting summary for the City and attendees
- b. Prior to construction, EMH&T will prepare a pre-construction video to document pre-existing conditions.
- c. Conduct Progress Meetings (as directed by the City) with the City, Contractor, and other project stakeholders as requested by the City.
 - i. EMH&T will provide for the meeting the following:
 - Meeting agenda
 - Sign-in sheet
 - Meeting summary for the City and attendees
- d. EMH&T will have weekly meetings with the Contractor onsite to discuss their work plan for the current week and any changes or items which need to be addressed. EMH&T will coordinate with the City's Service Director on the status and content of these discussions.

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

- b. EMH&T will coordinate with the City to provide the following information for the City's review and retention:
 - i. Observation Reports
 - ii. Submittals
 - iii. Meeting Agendas, Sign In Sheets, and Minutes
 - iv. Material Testing Results
 - v. Project Schedule
- 3. Design Consultation During Construction:
 - a. EMH&T will prepare a Submittal Log to coordinate, track and document submittals throughout the execution of the construction contract.
 - i. Review submittals and shop drawings for conformance with the plans and specifications.
 - ii. Provide to the City those submittals requiring specific comments such as MOT plans and resident/business notifications. EMH&T will meet with the Service Department to discuss these specific submittals and coordinate the comments/approval, as necessary.
 - iii. Copies of the shop drawings and submittals will be made available for the City.
 - b. The EMH&T design team will be available to attend meetings and respond to requests for information or clarification from the Contractor.
- 4. Resident Project Representation:
 - a. Provide on-site construction observation during the contract duration as required.
 - b. EMH&T will monitor construction activities performed by the Contractor and their subs and note whether the work is in conformance with the plans and specifications and measure project quantities for payment
 - i. The Resident Project Representative (RPR) will not stop work from being performed for non-conformance, but will notify the project's Senior Construction Representative immediately. The Senior Construction Representative will notify the City Service Director of non-conforming work items. The City will be responsible for providing notice of work stoppage to the Contractor
 - c. The RPR will record their observations in a daily observation report and record the quantity of items performed and completed in conformance with the contract on a daily basis in a quantity log.
 - d. Copies of the daily observation reports will be made available for the City to review.
 - e. Monitor completed work and provide the City a recommendation for acceptance.
 - f. Prepare a punchlist(s) for work performed not in accordance with the contract documents for the Engineer to review.
 - g. Reassess punchlist items until the work is completed in accordance with the contract documents.
 - h. Perform a 1-year warranty review.
- 5. Material Testing:
 - a. EMH&T will subcontract with DHDC to provide material testing for this project. This testing may include the following:
 - b. Nuclear density testing of the upper 3 feet of soil and/or granular water, storm and sewer trench backfill.

- c. Nuclear density testing of the aggregate base for the building foundation.
- d. Prepare and test concrete compressive strength cylinders.
- e. Copies of the material testing reports will be made available for the City to review.

EXCLUSIONS:

EMH&T shall not be responsible for:

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

SCHEDULE

We are prepared to begin work identified in this proposal immediately upon receipt of Authorization to Proceed from the City of Reynoldsburg. The construction duration is 180 days.

FEE

These services will be provided as per the conditions of our Professional Services Agreement. Fees for the work described within the Scope of Services shall not exceed the amount shown in the table below, without prior written 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
Construction Representation/Contract Administration	\$16,940.00
Design Consultation During Construction	\$14,015.00
Resident/Standby Representation	\$43,450.00
EMH&T Labor Fee	\$74,405.00
Reimbursable Expenses (material testing, printing, mileage, etc.)	\$5,130.00
PROJECT TOTAL FEE	\$79,535.00

If this description and estimated fee meet with your approval, please authorize with your signature below.
If you should have any questions regarding this proposal, please do not hesitate to contact me at (614) 775-4555.

Respectfully submitted,

EMH&T, INC.



Ryan M. Andrews, PE

Acceptance and Authorization to Proceed:

APPROVED – CITY OF REYNOLDSBURG, OHIO

Authorized Signature

Print Name and Date

P.O. Number

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

DATE: January 13, 2020

TO: Development, Parks and Recreation Committee

RE: Assign EMH&T as Construction Managers/Inspectors for JFK Park Project

Approval:

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

Emergency/Suspension: Emergency

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

Ordinance authorizing the Mayor to enter into agreement with EMH&T for construction Management/Inspection of the JFK Park Improvement project. EMH&T will oversee all aspects of the project and perform an inspection upon completion of the project. The fee for these services is \$79,535.00.

Appropriate \$79,535.00 from the unappropriated CIP fund (410) and appropriate to the JFK Park Improvements fund 410.000.0172.5639

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

WHEREAS; the Parks and Recreation department has been working to update and revitalize City part facilities; and

Parks & Recreation Dept.

Donna Bauman

7232 E. Main Street

Reynoldsburg OHIO 43068

614-322-6879 Phone

WHEREAS; the JFK Park was approved for a complete renovation including the removal of existing equipment and the installation of new playground equipment; and

WHEREAS; the Ordinance will authorize EMH&T, being the City's engineering firm, to oversee the construction management and inspection process for this project at a cost of \$79,535; and

WHEREAS; this Ordinance appropriates \$79,535 from the unappropriated CIP fund (410) and appropriates the funds to account 410.000.0172.5639 JFK Park Improvements.

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

SECTION 1. That the Mayor be and is hereby authorized to enter into an agreement with EMH&T for the construction management and inspection services for the JFK Park project.

SECTION 2. That \$79,535 be unappropriated from the Capital Improvement Fund (410) and be appropriated to 410.000.0172.5639 JFK Park Improvements.

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



Engineers, Surveyors, Planners, Scientists

MEMO

Date: December 23, 2019

To: Donna Bauman, Director of Parks and Recreation

From: Nicholas Mill, PE

Subject: JFK Park Bid Results

Copies: Ryan Andrews, PE, City Engineer

The following is a budget summary for the construction phase of the subject project based on the contractor's bid pricing:

Base Bid:.....	\$ 1,100,913.00
Recommended Contingency (10%):.....	\$ 110,091.00
Construction Management/Inspection (EMH&T):.....	\$ 79,535.00
TOTAL CONSTRUCTION PHASE BUDGET:.....	\$1,290,539.00

As we have discussed, an irregularity in the bid of Builderscapes, Inc., has caused them to be named the low bidder for this project.

I have attached the Bid Tabulation, Award Recommendation Letter, Notice of Award, and construction services proposal to this memorandum for your review. If the City is in agreement with our recommendation, please move forward with funding legislation. Once the legislation is in place, please return a signed copy of the Notice of Award to me so we can prepare the contracts for signing and schedule a preconstruction meeting. If you have any other questions, please feel free to contact me at 614-775-4226.

Attachments: Award Recommendation Letter
 Bid Tabulation
 Notice of Award
 Proposal for Construction Management and Inspection Services



Engineers, Surveyors, Planners, Scientists

December 23, 2019

Mrs. Donna Bauman
Director of Parks and Recreation
City of Reynoldsburg
7232 East Main Street
Reynoldsburg, Ohio 43068

Re: Park Improvements for JFK Park

Dear Mrs. Bauman,

We have completed our analysis of the bids received on December 13, 2019 for the Park Improvements for JFK Park. Based on our review of the public bid results, we recommend that the contract be awarded to Builderscape, Inc. for the amount of \$1,100,913.00 for the work included under the Base Bid. They appear to be qualified for this type of work and their prices are competitive when compared to those of recent, similar projects.

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

Sincerely,

EVANS, MECHWART, HAMBLETON & TILTON, INC.

A handwritten signature in blue ink, appearing to read "N. Mill".

Nicholas D. Mill, PE

Attachments:

Bid Tabulation
Notice of Award of Contract

Attachment: JFK Park Recommendation of Award 12-23-19 (003) (JFK Park Improvement Construction Mgt)

City of Reynoldsburg, Ohio

JFK Park Improvements

EMH&T JN: 2019-0668

Bids Received: December 13, 2019

Ref. No.	Item No.	Description	Quantity	Units	Engineer's Estimate		Builderscape, Inc. 7500 Industrial Pkwy Plain City, OH 43064		Midstates Recreation LLC 1279 Hazelton-Etna Rd SW Pataskala, OH 43062		Oheil Site Solutions 2109 East Social Row Road Dayton, OH 45458		Klumm Brothers Landscaping LLC 9241 W Bancroft Hollan, OH 43528	
					Price	Extension	Price	Extension	Price	Extension	Price	Extension	Price	Extension
BASE BID														
1	201	Clearing and Grubbing, As Per Plan	1	L.S.	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 8,235.00	\$ 8,235.00	\$ 2,000.00	\$ 2,000.00	\$ 3,500.00	\$ 3,500.00
2	202	Building Demolished (Concession Building), As Per Plan	1	L.S.	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,882.00	\$ 10,882.00	\$ 8,000.00	\$ 8,000.00	\$ 14,000.00	\$ 14,000.00
3	202	Building Demolished (Restroom Building), As Per Plan	1	L.S.	\$ 5,000.00	\$ 5,000.00	\$ 7,500.00	\$ 7,500.00	\$ 10,882.00	\$ 10,882.00	\$ 10,000.00	\$ 10,000.00	\$ 10,500.00	\$ 10,500.00
4	202	Playground Equipment Removed, As Per Plan	1	L.S.	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 8,982.00	\$ 8,982.00	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00
5	202	Pavement Removed, As Per Plan	830	S.Y.	\$ 18.00	\$ 14,940.00	\$ 15.00	\$ 12,450.00	\$ 9.00	\$ 7,470.00	\$ 8.00	\$ 6,640.00	\$ 16.00	\$ 13,280.00
6	207	Construction Fence	1966	L.F.	\$ 3.00	\$ 5,898.00	\$ 7.12	\$ 13,997.92	\$ 3.07	\$ 6,035.62	\$ 3.00	\$ 5,898.00	\$ 4.00	\$ 7,864.00
7	452	Non-Reinforced Concrete Pavement, Class COC 6 (T = 6-in)	28	S.Y.	\$ 110.00	\$ 3,080.00	\$ 90.00	\$ 2,520.00	\$ 127.56	\$ 3,571.68	\$ 90.00	\$ 2,520.00	\$ 150.00	\$ 4,200.00
8	608	Concrete Walk with Buff Wash Finish (T=4-in) with 4-in Aggregate Base, Class COC 5, Per R-9, Per 608.031	1921	S.F.	\$ 6.00	\$ 11,526.00	\$ 20.00	\$ 38,420.00	\$ 5.07	\$ 9,739.47	\$ 12.00	\$ 23,052.00	\$ 20.00	\$ 38,420.00
9	608	Asphalt Concrete Trail, with 4-in Aggregate Base, R-20	16082	S.F.	\$ 5.00	\$ 80,410.00	\$ 5.75	\$ 92,471.50	\$ 3.00	\$ 48,246.00	\$ 7.00	\$ 112,574.00	\$ 7.00	\$ 112,574.00
10	614	Maintenance of Traffic, Including Pedestrians	1	L.S.	\$ 2,000.00	\$ 2,000.00	\$ 997.58	\$ 997.58	\$ 4,375.00	\$ 4,375.00	\$ 2,000.00	\$ 2,000.00	\$ 3,000.00	\$ 3,000.00
11	623	Construction Layout Stakes	1	L.S.	\$ 5,000.00	\$ 5,000.00	\$ 9,000.00	\$ 9,000.00	\$ 15,000.00	\$ 15,000.00	\$ 5,000.00	\$ 5,000.00	\$ 8,500.00	\$ 8,500.00
12	630	Removal of Ground Mounted Sign and Reerection, As Per Plan	9	EA	\$ 125.00	\$ 1,125.00	\$ 500.00	\$ 4,500.00	\$ 176.45	\$ 1,588.05	\$ 200.00	\$ 1,800.00	\$ 100.00	\$ 900.00
13	653	Topsoil Furnished and Placed (T=3-in)	361	C.Y.	\$ 47.00	\$ 16,967.00	\$ 45.00	\$ 16,245.00	\$ 82.19	\$ 29,670.59	\$ 45.00	\$ 16,245.00	\$ 80.00	\$ 28,880.00
14	659	Seeding and Mulching	4331	S.Y.	\$ 2.00	\$ 8,662.00	\$ 2.00	\$ 8,662.00	\$ 3.77	\$ 16,327.87	\$ 2.00	\$ 8,662.00	\$ 3.00	\$ 12,993.00
15	659	Watering, As Per Plan	1	L.S.	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 4,000.00	\$ 4,000.00	\$ 1,500.00	\$ 1,500.00	\$ 3,500.00	\$ 3,500.00
16	604	Catch Basin	3	Ea.	\$ 1,750.00	\$ 5,250.00	\$ 2,000.00	\$ 6,000.00	\$ 2,585.88	\$ 7,757.64	\$ 1,800.00	\$ 5,400.00	\$ 1,800.00	\$ 5,400.00
17	604	Manhole, Type C, Per SA-3	1	Ea.	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00	\$ 6,948.23	\$ 6,948.23	\$ 2,000.00	\$ 2,000.00	\$ 2,400.00	\$ 2,400.00
18	806	Proposed 2-in Water Service, Complete in Place	1	L.S.	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00	\$ 37,820.00	\$ 37,820.00	\$ 25,000.00	\$ 25,000.00	\$ 23,000.00	\$ 23,000.00
19	901	8-in Storm Sewer with Type 1 Bedding and Type A Backfill, Per 720.08	75	L.F.	\$ 80.00	\$ 6,000.00	\$ 40.00	\$ 3,000.00	\$ 91.62	\$ 6,871.50	\$ 30.00	\$ 2,250.00	\$ 28.00	\$ 2,100.00
20	901	12-in Storm Sewer with Type 1 Bedding and Type A Backfill, Per 720.12	118	L.F.	\$ 90.00	\$ 10,620.00	\$ 47.00	\$ 5,546.00	\$ 115.84	\$ 13,669.12	\$ 50.00	\$ 5,900.00	\$ 30.00	\$ 3,540.00
21	918	6-in Sanitary Service Pipe with Type 1 Bedding and Type A Backfill, Per SA-1	62	L.F.	\$ 80.00	\$ 4,960.00	\$ 45.00	\$ 2,790.00	\$ 60.37	\$ 3,742.94	\$ 80.00	\$ 4,960.00	\$ 28.00	\$ 1,736.00
22	Spec	Playground Equipment	1	L.S.	\$ 300,000.00	\$ 300,000.00	\$ 253,000.00	\$ 253,000.00	\$ 254,569.00	\$ 254,569.00	\$ 280,000.00	\$ 280,000.00	\$ 290,000.00	\$ 290,000.00
23	Spec	Playground Surfacing- Bonded Rubber Mulch	9916	S.F.	\$ 16.00	\$ 158,656.00	\$ 14.00	\$ 138,824.00	\$ 14.36	\$ 142,393.76	\$ 17.00	\$ 168,572.00	\$ 22.00	\$ 218,152.00
24	Spec	Playground Surfacing- Engineered Wood Fiber	1260	S.F.	\$ 14.00	\$ 17,640.00	\$ 1.25	\$ 1,575.00	\$ 2.09	\$ 2,633.40	\$ 8.00	\$ 10,080.00	\$ 12.00	\$ 15,120.00
25	Spec	Playground Curbing	682	L.F.	\$ 25.00	\$ 17,050.00	\$ 45.00	\$ 30,690.00	\$ 43.75	\$ 29,837.50	\$ 35.00	\$ 23,870.00	\$ 45.00	\$ 30,690.00
26	Spec	Picnic Table Relocated	3	Ea.	\$ 1,000.00	\$ 3,000.00	\$ 500.00	\$ 1,500.00	\$ 500.00	\$ 1,500.00	\$ 500.00	\$ 1,500.00	\$ 100.00	\$ 300.00
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28	661	Trees, As Per Plan	19	Ea.	\$ 475.00	\$ 9,025.00	\$ 750.00	\$ 14,250.00	\$ 250.00	\$ 4,750.00	\$ 800.00	\$ 15,200.00	\$ 550.00	\$ 10,450.00
29	661	Perennials / Ornamental Grasses, As Per Plan	33	Ea.	\$ 30.00	\$ 990.00	\$ 55.00	\$ 1,815.00	\$ 125.00	\$ 4,125.00	\$ 40.00	\$ 1,320.00	\$ 70.00	\$ 2,310.00
30	661	Shrubs, As Per Plan	43	Ea.	\$ 80.00	\$ 3,440.00	\$ 13.00	\$ 559.00	\$ 87.49	\$ 3,762.07	\$ 80.00	\$ 3,440.00	\$ 110.00	\$ 4,730.00
31	Spec	Electric Service Extension - Concession/ Restroom Facility	1	L.S.	\$ 15,000.00	\$ 15,000.00	\$ 41,000.00	\$ 41,000.00	\$ 36,500.00	\$ 36,500.00	\$ 50,000.00	\$ 50,000.00	\$ 57,320.00	\$ 57,320.00
32	Spec	Electric Service Extension - Playground	1	L.S.	\$ 5,000.00	\$ 5,000.00	\$ 7,000.00	\$ 7,000.00	\$ 10,800.00	\$ 10,800.00	\$ 25,000.00	\$ 25,000.00	\$ 15,000.00	\$ 15,000.00
33	Spec	Prefabricated Concession/Restroom Facility, Per Plan	1	L.S.	\$ 275,000.00	\$ 275,000.00	\$ 303,600.00	\$ 303,600.00	\$ 314,853.00	\$ 314,853.00	\$ 290,000.00	\$ 290,000.00	\$ 320,000.00	\$ 320,000.00
34	Spec	Water Connection Charge Allowance	1	L.S.	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
*Contingency Items					BIDDER'S TOTAL FOR BASE BID =		\$ 1,048,227.00		\$ 1,113,413.00		\$ 1,105,337.80		\$ 1,169,883.00	
					CORRECTED BIDDER'S TOTAL FOR BASE BID =		NA		\$ 1,100,913.00		\$ 1,105,338.44		NA	
A	Correct Bidder's Calculated Unit Price: labor + material was incorrectly calculated by Bidder													
B	Correct Bidder's Total: price x quantity was incorrectly calculated by Bidder													

BY:

Nicholas D. Mill, PE

Evans, Mechwart, Hambleton & Tilton, Inc.

5500 New Albany Road

Columbus, OH 43054

_____, 2019

Sent by Regular US Mail

Surety:

Western Surety Company

One Bala Plaza, Ste. 100

Bala Cynwyd, PA 19004-0950

Surety Agent:

Haughn & Associates, Inc.

6050 Tain Dr.

Dublin, OH 43017

Re: Notice of Award of Contract

To Whom It May Concern:

You are notified that your principal, Builderscape, Inc. (contractor) has been awarded a contract for **Park Improvements for JFK Park** in the amount of \$1,100,913.00 by the City of Reynoldsburg.

Thank you,

By _____

Name/Title: Joe Begeny, Mayor

Attachment: JFK Park Recommendation of Award 12-23-19 (003) (JFK Park Improvement Construction Mgt)

NTS



Engineers, Surveyors, Planners, Scientists

December 17, 2019

Ms. Donna Bauman
 Director of Parks & Recreation
 City of Reynoldsburg
 7232 East Main Street
 Reynoldsburg, OH 43068

**Subject: 2019 Park Improvements for JFK Park
 Proposal for Construction Phase Engineering Services**

Dear Ms. Bauman:

EMH&T is pleased to submit our proposal for construction phase services for the City's upcoming Improvements for JFK Park project. The City has received bids for these improvements and Midstates Recreation is the apparent low bidder with a total projected contract amount of \$1,105,337.80. The construction duration for the project is 180 calendar days, and is anticipated to commence in March, 2020.

SCOPE OF SERVICES

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

1. Construction Representation/Contract Administration:

- a. Conduct a preconstruction coordination meeting with the City, Contractor, Utilities, Police, Fire, and other stakeholders requested by the City.
 - i. EMH&T will provide the following for the meeting:
 - Meeting agenda
 - Sign-in sheet
 - Submittal log
 - Meeting summary for the City and attendees
- b. Prior to construction, EMH&T will prepare a pre-construction video to document pre-existing conditions.
- c. Conduct Progress Meetings (as directed by the City) with the City, Contractor, and other project stakeholders as requested by the City.
 - i. EMH&T will provide for the meeting the following:
 - Meeting agenda
 - Sign-in sheet
 - Meeting summary for the City and attendees
- d. EMH&T will have weekly meetings with the Contractor onsite to discuss their work plan for the current week and any changes or items which need to be addressed. EMH&T will coordinate with the City's Service Director on the status and content of these discussions.

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

- b. EMH&T will coordinate with the City to provide the following information for the City's review and retention:
 - i. Observation Reports
 - ii. Submittals
 - iii. Meeting Agendas, Sign In Sheets, and Minutes
 - iv. Material Testing Results
 - v. Project Schedule
- 3. Design Consultation During Construction:
 - a. EMH&T will prepare a Submittal Log to coordinate, track and document submittals throughout the execution of the construction contract.
 - i. Review submittals and shop drawings for conformance with the plans and specifications.
 - ii. Provide to the City those submittals requiring specific comments such as MOT plans and resident/business notifications. EMH&T will meet with the Service Department to discuss these specific submittals and coordinate the comments/approval, as necessary.
 - iii. Copies of the shop drawings and submittals will be made available for the City.
 - b. The EMH&T design team will be available to attend meetings and respond to requests for information or clarification from the Contractor.
- 4. Resident Project Representation:
 - a. Provide on-site construction observation during the contract duration as required.
 - b. EMH&T will monitor construction activities performed by the Contractor and their subs and note whether the work is in conformance with the plans and specifications and measure project quantities for payment
 - i. The Resident Project Representative (RPR) will not stop work from being performed for non-conformance, but will notify the project's Senior Construction Representative immediately. The Senior Construction Representative will notify the City Service Director of non-conforming work items. The City will be responsible for providing notice of work stoppage to the Contractor
 - c. The RPR will record their observations in a daily observation report and record the quantity of items performed and completed in conformance with the contract on a daily basis in a quantity log.
 - d. Copies of the daily observation reports will be made available for the City to review.
 - e. Monitor completed work and provide the City a recommendation for acceptance.
 - f. Prepare a punchlist(s) for work performed not in accordance with the contract documents for the Engineer to review.
 - g. Reassess punchlist items until the work is completed in accordance with the contract documents.
 - h. Perform a 1-year warranty review.
- 5. Material Testing:
 - a. EMH&T will subcontract with DHDC to provide material testing for this project. This testing may include the following:
 - b. Nuclear density testing of the upper 3 feet of soil and/or granular water, storm and sewer trench backfill.

- c. Nuclear density testing of the aggregate base for the building foundation.
- d. Prepare and test concrete compressive strength cylinders.
- e. Copies of the material testing reports will be made available for the City to review.

EXCLUSIONS:

EMH&T shall not be responsible for:

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

SCHEDULE

We are prepared to begin work identified in this proposal immediately upon receipt of Authorization to Proceed from the City of Reynoldsburg. The construction duration is 180 days.

FEE

These services will be provided as per the conditions of our Professional Services Agreement. Fees for the work described within the Scope of Services shall not exceed the amount shown in the table below, without prior written 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
Construction Representation/Contract Administration	\$16,940.00
Design Consultation During Construction	\$14,015.00
Resident/Standby Representation	\$43,450.00
EMH&T Labor Fee	\$74,405.00
Reimbursable Expenses (material testing, printing, mileage, etc.)	\$5,130.00
PROJECT TOTAL FEE	\$79,535.00

If this description and estimated fee meet with your approval, please authorize with your signature below.
If you should have any questions regarding this proposal, please do not hesitate to contact me at (614)
775-4555.

Respectfully submitted,

EMH&T, INC.



Ryan M. Andrews, PE

Acceptance and Authorization to Proceed:

APPROVED – CITY OF REYNOLDSBURG, OHIO

Authorized Signature

Print Name and Date

P.O. Number

Development Department

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

ORDINANCE REQUEST

DATE: **January 13, 2020**

TO: **Finance and Administration Committee**

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

Approval:

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

Emergency/Suspension: Emergency

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

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

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

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

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

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

Development Department

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

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

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

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

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

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

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

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

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

Development Department

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

ORDINANCE REQUEST

DATE: **January 13, 2020**

TO: **Development Department**

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

Approval:

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

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

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

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

WHEREAS, said portion of described project is within the Reynoldsburg City Council area of responsibility.

Development Department

Andrew Bowsher

7232 E. Main Street

Reynoldsburg OHIO 43068

614-322-6831 Phone

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

Section 1. Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project.

Section 2. The LPA shall cooperate with the Director of Transportation in the described project.

Section 3. ODOT shall assume and bear one hundred percent (100%) of the necessary costs State's highway improvement project. In the event that the LPA requests certain features or appurtenances be included within the State's highway improvement project's design and construction, and which features and appurtenances are determined by the State and FHWA to not be necessary for the State's project, the LPA shall contribute one hundred percent (100%) of the cost of those items.

Section 4. The LPA agrees that all rights-of-way required (if applicable) for the described Project will be acquired and/or made available in accordance with current state and federal regulations. The LPA also understands that right-of-way costs include eligible utility costs. The LPA agrees that all utility accommodation, relocations, and reimbursements will comply with the current provisions of 23 CFR 65 and the ODOT Utilities Manual.

Section 5. Upon completion of the Project, and unless otherwise agreed, the LPA shall provide adequate maintenance for the Project in accordance with all applicable state and federal law including, but not limited to, Title 23 USC Section 116, provide ample financial provisions, as necessary, for the maintenance of the Project, shall maintain the right-of-way keeping it free of obstructions, and hold said right-of-way inviolate for public highway purposes.

Section 6. That upon adoption by Council, this ordinance shall be in effect thirty days following the signature of the Mayor.

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

DATE: **January 13, 2020**

TO: **City Council**

RE: **Fixed Asset Removal for the Street Department**

Approval:

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

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

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

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

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

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

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

From the Parks & Recreation Department

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

SECTION 2.

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

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

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

DATE: January 13, 2020

TO: Public Service and Transportation Committee

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

Approval:

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

Per Chapter 175 competitive bidding is not required:

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

Authorize the mayor to enter into contract with Rush Truck Center, 11775 Highway Dr. Cincinnati Ohio 45241 to purchase One (1) truck chassis under ODOT state bid contract #023-19 Ace Truck and Body, 1600 Thrailkill Rd. P.O. box 459 Grove City Ohio 43123 to purchase One (1) Flink snow plow

Street/Stormwater Department

Keith Kundtz

614-322-5800 Phone

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

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

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

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

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

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

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

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

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

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

SECTION 1. That the Mayor be and is hereby authorized to purchase from Rush Truck Center one truck chassis under ODOT state bid contract #023-19, one Flink snow plow from Ace Truck

Street/Stormwater Department

Keith Kundtz

614-322-5800 Phone

and Body, and to purchase and install a hydraulic system, bed, spreader, and light through ODOT contract #835-20.

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

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

**PENGWYN**

2550 West Fifth Avenue
Columbus, OH 43204-3815

(614) 488-2861 (800) 233-7568 Fax (614) 488-0019

Date: January 3, 2020

To: City of Reynoldsburg

Attention: Chris Kienle

Re: 2020 Tuck equipment Quote

Sender: Jim Borowski

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

PENGWYN is pleased to quote the following for your consideration:

Equipment for an 84" cab to axle.

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

PENGWYN Central hydraulic system

ODOT Contract 835-20

OPTION DUAL AXIS JOYSTICK upgrade for plow function \$850.00

(NOT ADDED TO TOTAL COST)

453U/U850D \$16,700.00

Galion-Godwin 10 foot stainless steel dump body

City of Columbus Bid SA005479

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

Gearbox driven

Misc. Parts \$3,557.00

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

Misc. Brackets \$3,176.00

Hitch plate, hose hangers

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

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

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

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

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

Terms: Net 30 days

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

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

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

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

DATE: January 13, 2020

TO: Public Service and Transportation Committee

RE: Purchase Aerial Lift Truck for Street Department

Approval:

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

Per Chapter 175 competitive bidding is not required:

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

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

Street/Stormwater Department

Keith Kundtz

614-322-5800 Phone

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

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

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

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

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

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

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

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

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

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

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

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



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

Telephone 740-474-5151

Fax 740-474-4402



40' AERIAL UNIT

AERIAL TOWER AND ACCESSORIES

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

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

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

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

AERIAL SERVICE BODY

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

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

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



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

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

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

CURBSIDE COMPARTMENTATION- OLD STYLE BODY WITH LARGER #1

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

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

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

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

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

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

STREETSIDE COMPARTMENTATION - OLD STYLE BODY WITH LARGER #1

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

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

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

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

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

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

Make interior changes per customer "shown in red"

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



STANDARD UNIT OPTIONS

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

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



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

NOTES

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

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

Sincerely,
Utility Truck Equipment, Inc.

Rick Ellingsworth

Rick Ellingsworth

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



JUNE 2019

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

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

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

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



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

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

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



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



INTERNATIONAL CV515 CAB AND CHASSIS

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

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

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

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



JUNE 2019

STANDARD OPTIONS

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

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



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SUMMARY SHEET VST40-BFX 132 BODY AND IHC CV515 CHASSIS

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

GENERAL OPTIONS ALL UNITS

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

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

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

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

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

JUNE 2019



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



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



COMP'T IN TAILSHELF



WHELEN TRAFFIC ARROW

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

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

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

DATE: January 13, 2020

TO: Public Safety, Law and Courts Committee

RE: Phase 3 Animals & Fowl Cruelty to Animals

Approval:

Joe Begeny	Chris Shook	Stephen Cicak
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This legislation is the third phase of the update to the Animals & Fowl, Chapter 505, in the City of Reynoldsburg Code of Ordinances. This legislation addresses language regarding cruelty to animals.

AN ORDINANCE TO AMEND CHAPTER 505 ANIMALS AND FOWL, SECTION 505.11 KILLING OR INJURING ANIMALS AND REPEAL SECTIONS 505.13 POISONING ANIMALS AND 505.15 CRUELTY TO ANIMALS OF THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO

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

SECTION 1. That Chapter 505 ANIMALS AND FOWL, Section 505.11 Killing or Injuring Animals be amended in the Code of Ordinances for the City of Reynoldsburg be and is hereby attached as Exhibit A.

SECTION 2. That Chapter 505 ANIMALS AND FOWL, Sections 505.13 Poisoning Animals and 505.15 Cruelty to Animals are hereby repealed as attached as Exhibit A.

SECTION 3. That upon adoption by Council, this ordinance shall be in effect thirty days

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

following the signature by the Mayor.

PHASE 3 – AMENDMENTS TO ANIMALS & FOWL ORDINANCE

505.11 KILLING, INJURING, POISONING OR CRUELTY TO ANIMALS.

(a) No person shall maliciously, or willfully ~~and without the consent of the owner,~~ kill or injure a dog, cat, or any other domestic animal, ~~unless such act is to protect the public or themselves from serious injury.~~ ~~that is the property of another.~~ This section does not apply to a licensed veterinarian acting in an official capacity, a police officer, ~~game warden, park ranger,~~ or animal control officer protecting the public or themselves from serious injury ~~from a dangerous animal.~~

(ORC 959.02)

(b) Whoever violates this section is guilty of a misdemeanor of the ~~second~~ **first** degree. ~~If the value of the animal killed or the injury done amounts to three hundred dollars (\$300.00) or more, whoever violates division (a) of this section is guilty of a misdemeanor of the first degree.~~

~~(c) No person shall maliciously, or willfully and without the consent of the owner, administer poison, to a dog, cat, or any other domestic animal that is the property of another; and no person shall, willfully and without the consent of the owner, place any poisoned food where it may be easily found and eaten by any such animal, either upon his or her own lands or the lands of another. This section does not apply to a licensed veterinarian, game warden, park ranger, or animal control officer in the performance of their official duties.~~

~~(d) Whoever violates section 505.11(c) is guilty of a misdemeanor of the second degree.~~

~~(e) No person shall:~~

~~(1) Torture an animal, deprive one of necessary sustenance, unnecessarily or cruelly beat, needlessly mutilate or kill, or impound or confine an animal without supplying it during the confinement with a sufficient quantity of good wholesome food and water;~~

~~(2) Commit an act of cruelty against an animal.~~

~~(3) Impound or confine an animal without affording it, during the confinement, access to shelter from wind, rain, snow, heat, cold or excessive direct sunlight, if it can reasonably be expected that the animal would otherwise become sick or in some other way suffer. For the purpose of this section, “shelter” means an artificially made enclosure, windbreak;~~

~~(4) Carry or convey an animal in a cruel or inhumane manner;~~

(f) Whoever violates section 505.11(e) is guilty of a misdemeanor of the first degree.

(ORC 959.99(B)) (Ord. 76-96. Passed 6-10-96; Ord. 72-03. Passed 9-8-03.)

(ORC 959.03)

(ORC 959.99(E))

505.13 POISONING ANIMALS.

~~(a) No person shall maliciously, or willfully and without the consent of the owner, administer poison, to a dog, cat, or any other domestic animal that is the property of another; and no person shall, willfully and without the consent of the owner, place any poisoned food where it may be easily found and eaten by any such animal, either upon his or her own lands or the lands of another. This section does not apply to a licensed veterinarian, game warden, park ranger, or animal control officer in the performance of their official duties.~~

~~(ORC 959.03)~~

~~—(b) Whoever violates this section is guilty of a misdemeanor of the second degree.~~

~~(ORC 959.99(C)) (Ord. 76-96. Passed 6-10-96; Ord. 72-03. Passed 9-8-03.)~~

505.15 CRUELTY TO ANIMALS; CRUELTY TO COMPANION ANIMALS.

~~—(a) No person shall:~~

~~—(1) Torture an animal, deprive one of necessary sustenance, unnecessarily or cruelly beat, needlessly mutilate or kill, or impound or confine an animal without supplying it during the confinement with a sufficient quantity of good wholesome food and water;~~

~~—(2) Commit an act of cruelty against an animal.~~

~~—(2) (3) Impound or confine an animal without affording it, during the confinement, access to shelter from wind, rain, snow, heat, cold or excessive direct sunlight, if it can reasonably be expected that the animal would otherwise become sick or in some other way suffer. This division does not apply to animals impounded or confined prior to~~

~~slaughter. For the purpose of this section, “shelter” means an manmade enclosure, windbreak;~~

~~—(3) ~~(4)~~ Carry or convey an animal in a cruel or inhumane manner;~~

~~—(4) Keep animals other than cattle, poultry or fowl, swine, sheep, or goats in an enclosure without wholesome exercise and change of air, nor feed cows on food that produces impure or unwholesome milk;~~

~~—(5) Detain livestock in railroad cars or compartments longer than 28 hours after they are so placed without supplying them with necessary food, water, and attention, nor permit the stock to be so crowded as to overlie, crush, wound, or kill each other.~~

~~—(b) Upon the written request of the owner or person in custody of any particular shipment of livestock, which written request shall be separate and apart from any printed bill of lading or other railroad form, the length of time in which the livestock may be detained in any cars or compartment without food, water, and attention may be extended to 36 hours without penalty therefor. This section does not prevent the dehorning of cattle.~~

~~—(c) All fines collected for violations of division (a) of this section shall be paid to the society or association for the prevention of cruelty to animals, if there is one in the municipality; otherwise, all fines shall be paid to the general fund.~~

~~(a) Whoever violates this section is guilty of a misdemeanor of the first degree.~~

~~(ORC 959.13) (Ord. 76-96. Passed 6-10-96; Ord. 72-03. Passed 9-8-03.)~~

~~—(d) Cruelty to companion animals.~~

~~—(1) As used in this section:~~

~~——A. “Boarding kennel” has the same meaning as in Ohio R.C. 956.01.~~

~~——B. “Captive white-tailed deer” has the same meaning as in Ohio R.C. 1531.01.~~

~~——C. “Companion animal” means any animal that is kept inside a residential dwelling and any dog or cat regardless of where it is kept, including a pet store as defined in Ohio R.C. 956.01. “Companion animal” does not include livestock or any wild animal.~~

~~——D. “Cruelty,” “torment,” and “torture” have the same meanings as in Ohio R.C. 1717.01.~~

~~——E. “Dog kennel” means an animal rescue for dogs that is registered under Ohio R.C. 956.06, a boarding kennel, or a training kennel.~~

~~——F. “Federal Animal Welfare Act” means the “Laboratory Animal Act of 1966,” Pub. L. No. 89-544, 80 Stat. 350 (1966), 7 U.S.C. 2131 et seq., as amended by the~~

~~“Animal Welfare Act of 1970,” Pub. L. No. 91-579, 84 Stat. 1560 (1970), the “Animal Welfare Act Amendments of 1976,” Pub. L. No. 94-279, 90 Stat. 417 (1976), and the “Food Security Act of 1985,” Pub. L. No. 99-198, 99 Stat. 1354 (1985), and as it may be subsequently amended.~~

~~— G. “Livestock.” Means horses, mules, and other equidae; cattle, sheep, goats, and other bovidae; swine and other suidae; poultry; alpacas; llamas; captive white-tailed deer; and any other animal that is raised or maintained domestically for food or fiber.~~

~~— H. “Practice of veterinary medicine” has the same meaning as in Ohio R.C. 4741.01.~~

~~— I. “Residential dwelling” means a structure or shelter or the portion of a structure or shelter that is used by one or more humans for the purpose of a habitation.~~

~~— J. “Serious physical harm.” Means any of the following:~~

~~— 1. Physical harm that carries an unnecessary or unjustifiable substantial risk of death;~~

~~— 2. Physical harm that involves either partial or total permanent incapacity;~~

~~— 3. Physical harm that involves acute pain of a duration that results in substantial suffering or that involves any degree of prolonged or intractable pain;~~

~~— 4. Physical harm that results from a person who confines or who is the custodian or caretaker of a companion animal depriving the companion animal of good, wholesome food and water that proximately causes the death of the companion animal.~~

~~— K. “Training kennel” means an establishment operating for profit that keeps, houses, and maintains dogs for the purpose of training the dogs in return for a fee or other consideration.~~

~~— L. “Wild animal” has the same meaning as in Ohio R.C. 1531.01.~~

~~— (2) No person shall knowingly torture, torment, needlessly mutilate or maim, cruelly beat, poison, needlessly kill, or commit an act of cruelty against a companion animal.~~

~~— (3) No person shall knowingly cause serious physical harm to a companion animal.~~

~~— (4) No person who confines or who is the custodian or caretaker of a companion animal shall negligently do any of the following:~~

~~— A. Torture, torment, or commit an act of cruelty against the companion animal;~~

~~— B. Deprive the companion animal of necessary sustenance or confine the companion animal without supplying it during the confinement with sufficient quantities of good, wholesome food and water if it can reasonably be expected that the~~

~~companion animal would become sick or suffer in any other way as a result of or due to the deprivation or confinement;~~

~~— C. Impound or confine the companion animal without affording it, during the impoundment or confinement, with access to shelter from heat, cold, wind, rain, snow, or excessive direct sunlight if it can reasonably be expected that the companion animal would become sick or suffer in any other way as a result of or due to the lack of adequate shelter.~~

~~— (5) No owner, manager, or employee of a dog kennel who confines or is the custodian or caretaker of a companion animal shall knowingly do any of the following:~~

~~A. Torture, torment, needlessly mutilate or maim, cruelly beat, poison, needlessly kill, or commit an act of cruelty against the companion animal;~~

~~— B. Deprive the companion animal of necessary sustenance or confine the companion animal without supplying it during the confinement with sufficient quantities of good, wholesome food and water if it is reasonably expected that the companion animal would die or experience unnecessary or unjustifiable pain or suffering as a result of the deprivation or confinement;~~

~~— C. Impound or confine the companion animal without affording it, during the impoundment or confinement, with access to shelter from heat, cold, wind, rain, snow, or excessive direct sunlight if it is reasonably expected that the companion animal would die or experience unnecessary or unjustifiable pain or suffering as a result of or due to the lack of adequate shelter.~~

~~— (6) No owner, manager, or employee of a dog kennel who confines or is the custodian or caretaker of a companion animal shall negligently do any of the following:~~

~~— A. Torture, torment, or commit an act of cruelty against the companion animal;~~

~~— B. Deprive the companion animal of necessary sustenance or confine the companion animal without supplying it during the confinement with sufficient quantities of good, wholesome food and water if it can reasonably be expected that the companion animal would become sick or suffer in any other way as a result of or due to the deprivation or confinement;~~

~~— C. Impound or confine the companion animal without affording it, during the impoundment or confinement, with access to shelter from heat, cold, wind, rain, snow, or excessive direct sunlight if it can reasonably be expected that the companion animal would become sick or suffer in any other way as a result of or due to the lack of adequate shelter.~~

~~— (7) Divisions (d)(2), (d)(3), (d)(4), (d)(5), and (d)(6) of this section do not apply to any of the following:~~

~~—A. A companion animal used in scientific research conducted by an institution in accordance with the federal animal welfare act and related regulations;~~

~~—B. The lawful practice of veterinary medicine by a person who has been issued a license, temporary permit, or registration certificate to do so under Ohio R.C. Chapter 4741;~~

~~—C. Dogs being used or intended for use for hunting or field trial purposes, provided that the dogs are being treated in accordance with usual and commonly accepted practices for the care of hunting dogs;~~

~~D. The use of common training devices, if the companion animal is being treated in accordance with usual and commonly accepted practices for the training of animals;~~

~~—E. The administering of medicine to a companion animal that was properly prescribed by a person who has been issued a license, temporary permit, or registration certificate under Ohio R.C. Chapter 4741.~~

~~—(8) Notwithstanding any section of the Ohio Revised Code that otherwise provides for the distribution of fine moneys, the Clerk of Court shall forward all fines the Clerk collects that are so imposed for any violation of this division (d) to the Treasurer of the municipality, whose county humane society or law enforcement agency is to be paid the fine money as determined under this division. The Treasurer shall pay the fine moneys to the county humane society or the county, township, municipal corporation, or state law enforcement agency in this state that primarily was responsible for or involved in the investigation and prosecution of the violation. If a county humane society receives any fine moneys under this division, the county humane society shall use the fine moneys either to provide the training that is required for humane agents under Ohio R.C. 1717.06 or to provide additional training for humane agents.~~

~~(ORC 959.131)~~

~~(e) Whoever violates division (a) of this section is guilty of a misdemeanor of the second degree. In addition, the court may order the offender to forfeit the animal or livestock and may provide for its disposition including, but not limited to, the sale of the animal or livestock. If an animal or livestock is forfeited and sold pursuant to this division, the proceeds from the sale first shall be applied to pay the expenses incurred with regard to the care of the animal from the time it was taken from the custody of the former owner. The balance of the proceeds from the sale, if any, shall be paid to the former owner of the animal.~~

~~(ORC 959.99(D)) (Ord. 76 96. Passed 6-10-96.)~~

~~—(f) (1) Whoever violates division (d)(2) of this section is guilty of a misdemeanor of the first degree on a first offense and a felony to be prosecuted under appropriate State law on each subsequent offense.~~

~~—(2) Whoever violates division (d)(3) of this section is guilty of a felony to be prosecuted under appropriate state law.~~

~~—(3) Whoever violates division (d)(4) of this section is guilty of a misdemeanor of the second degree on a first offense and a misdemeanor of the first degree on each subsequent offense.~~

~~—(4) Whoever violates division (d)(5) of this section is guilty of a felony to be prosecuted under appropriate state law.~~

~~(5) Whoever violates division (d)(6) of this section is guilty of a misdemeanor of the first degree.~~

~~—(6) A. A court may order a person who is convicted of or pleads guilty to a violation of division (d) of this section to forfeit to an impounding agency, as defined in Ohio R.C. 959.132, any or all of the companion animals in that person's ownership or care. The court also may prohibit or place limitations on the person's ability to own or care for any companion animals for a specified or indefinite period of time.~~

~~—B. A court may order a person who is convicted of or pleads guilty to a violation of division (d) of this section to reimburse an impounding agency for the reasonably necessary costs incurred by the agency for the care of a companion animal that the agency impounded as a result of the investigation or prosecution of the violation, provided that the costs were not otherwise paid under Ohio R.C. 959.132.~~

~~—(7) If a court has reason to believe that a person who is convicted of or pleads guilty to a violation of division (d) of this section suffers from a mental or emotional disorder that contributed to the violation, the court may impose as a community control sanction or as a condition of probation a requirement that the offender undergo psychological evaluation or counseling. The court shall order the offender to pay the costs of the evaluation or counseling.~~

~~(ORC 959.99(E))~~

PHASE 3 – AMENDMENTS TO ANIMALS & FOWL ORDINANCE

505.11 KILLING, INJURING, POISONING OR CRUELTY TO ANIMALS.

(a) No person shall maliciously, or willfully ~~and without the consent of the owner,~~ kill or injure a dog, cat, or any other domestic animal. ~~that is the property of another.~~ This section does not apply to a licensed veterinarian acting in an official capacity, a police officer, **game warden, park ranger,** or animal control officer protecting the public or themselves from serious injury from a dangerous animal.

(ORC 959.02)

(b) Whoever violates this section is guilty of a misdemeanor of the ~~second~~ **first** degree. ~~If the value of the animal killed or the injury done amounts to three hundred dollars (\$300.00) or more, whoever violates division (a) of this section is guilty of a misdemeanor of the first degree.~~

(c) No person shall maliciously, or willfully and without the consent of the owner, administer poison, to a dog, cat, or any other domestic animal that is the property of another; and no person shall, willfully and without the consent of the owner, place any poisoned food where it may be easily found and eaten by any such animal, either upon his or her own lands or the lands of another. This section does not apply to a licensed veterinarian, game warden, park ranger, or animal control officer in the performance of their official duties.

(d) Whoever violates section 505.11(c) is guilty of a misdemeanor of the second degree.

(e) No person shall:

(1) Torture an animal, deprive one of necessary sustenance, unnecessarily or cruelly beat, needlessly mutilate or kill, or impound or confine an animal without supplying it during the confinement with a sufficient quantity of good wholesome food and water;

(2) Commit an act of cruelty against an animal.

(3) Impound or confine an animal without affording it, during the confinement, access to shelter from wind, rain, snow, heat, cold or excessive direct sunlight, if it can reasonably be expected that the animal would otherwise become sick or in some other way suffer. For the purpose of this section, “shelter” means an artificially made enclosure, windbreak;

(4) Carry or convey an animal in a cruel or inhumane manner;

(f) Whoever violates section 505.11(e) is guilty of a misdemeanor of the first degree.

(ORC 959.99(B)) (Ord. 76-96. Passed 6-10-96; Ord. 72-03. Passed 9-8-03.)

(ORC 959.03)

(ORC 959.99(E))

505.13 POISONING ANIMALS.

~~(a) No person shall maliciously, or willfully and without the consent of the owner, administer poison, to a dog, cat, or any other domestic animal that is the property of another; and no person shall, willfully and without the consent of the owner, place any poisoned food where it may be easily found and eaten by any such animal, either upon his or her own lands or the lands of another. This section does not apply to a licensed veterinarian, game warden, park ranger, or animal control officer in the performance of their official duties.~~

~~(ORC 959.03)~~

~~—(b) Whoever violates this section is guilty of a misdemeanor of the second degree.~~

~~(ORC 959.99(C)) (Ord. 76-96. Passed 6-10-96; Ord. 72-03. Passed 9-8-03.)~~

505.15 CRUELTY TO ANIMALS; CRUELTY TO COMPANION ANIMALS.

~~—(a) No person shall:~~

~~—(1) Torture an animal, deprive one of necessary sustenance, unnecessarily or cruelly beat, needlessly mutilate or kill, or impound or confine an animal without supplying it during the confinement with a sufficient quantity of good wholesome food and water;~~

~~—(2) Commit an act of cruelty against an animal.~~

~~—(2) (3) Impound or confine an animal without affording it, during the confinement, access to shelter from wind, rain, snow, heat, cold or excessive direct sunlight, if it can reasonably be expected that the animal would otherwise become sick or in some other way suffer. This division does not apply to animals impounded or confined prior to slaughter. For the purpose of this section, “shelter” means an manmade enclosure, windbreak;~~

~~—(3) (4) Carry or convey an animal in a cruel or inhumane manner;~~

~~—(4) Keep animals other than cattle, poultry or fowl, swine, sheep, or goats in an enclosure without wholesome exercise and change of air, nor feed cows on food that produces impure or unwholesome milk;~~

~~—(5) Detain livestock in railroad cars or compartments longer than 28 hours after they are so placed without supplying them with necessary food, water, and attention, nor permit the stock to be so crowded as to overlie, crush, wound, or kill each other.~~

~~—(b) Upon the written request of the owner or person in custody of any particular shipment of livestock, which written request shall be separate and apart from any printed bill of lading or other railroad form, the length of time in which the livestock may be detained in any cars or compartment without food, water, and attention may be extended to 36 hours without penalty therefor. This section does not prevent the dehorning of cattle.~~

~~—(c) All fines collected for violations of division (a) of this section shall be paid to the society or association for the prevention of cruelty to animals, if there is one in the municipality; otherwise, all fines shall be paid to the general fund.~~

~~(a) Whoever violates this section is guilty of a misdemeanor of the first degree.~~

~~(ORC 959.13) (Ord. 76-96. Passed 6-10-96; Ord. 72-03. Passed 9-8-03.)~~

~~—(d) Cruelty to companion animals.~~

~~—(1) As used in this section:~~

~~—A. “Boarding kennel” has the same meaning as in Ohio R.C. 956.01.~~

~~—B. “Captive white-tailed deer” has the same meaning as in Ohio R.C. 1531.01.~~

~~—C. “Companion animal” means any animal that is kept inside a residential dwelling and any dog or cat regardless of where it is kept, including a pet store as defined in Ohio R.C. 956.01. “Companion animal” does not include livestock or any wild animal.~~

~~— D. “Cruelty,” “torment,” and “torture” have the same meanings as in Ohio R.C. 1717.01.~~

~~— E. “Dog kennel” means an animal rescue for dogs that is registered under Ohio R.C. 956.06, a boarding kennel, or a training kennel.~~

~~— F. “Federal Animal Welfare Act” means the “Laboratory Animal Act of 1966,” Pub. L. No. 89-544, 80 Stat. 350 (1966), 7 U.S.C. 2131 et seq., as amended by the “Animal Welfare Act of 1970,” Pub. L. No. 91-579, 84 Stat. 1560 (1970), the “Animal Welfare Act Amendments of 1976,” Pub. L. No. 94-279, 90 Stat. 417 (1976), and the “Food Security Act of 1985,” Pub. L. No. 99-198, 99 Stat. 1354 (1985), and as it may be subsequently amended.~~

~~— G. “Livestock.” Means horses, mules, and other equidae; cattle, sheep, goats, and other bovidae; swine and other suidae; poultry; alpacas; llamas; captive white-tailed deer; and any other animal that is raised or maintained domestically for food or fiber.~~

~~— H. “Practice of veterinary medicine” has the same meaning as in Ohio R.C. 4741.01.~~

~~— I. “Residential dwelling” means a structure or shelter or the portion of a structure or shelter that is used by one or more humans for the purpose of a habitation.~~

~~— J. “Serious physical harm.” Means any of the following:~~

~~— 1. Physical harm that carries an unnecessary or unjustifiable substantial risk of death;~~

~~— 2. Physical harm that involves either partial or total permanent incapacity;~~

~~— 3. Physical harm that involves acute pain of a duration that results in substantial suffering or that involves any degree of prolonged or intractable pain;~~

~~— 4. Physical harm that results from a person who confines or who is the custodian or caretaker of a companion animal depriving the companion animal of good, wholesome food and water that proximately causes the death of the companion animal.~~

~~— K. “Training kennel” means an establishment operating for profit that keeps, houses, and maintains dogs for the purpose of training the dogs in return for a fee or other consideration.~~

~~— L. “Wild animal” has the same meaning as in Ohio R.C. 1531.01.~~

~~— (2) No person shall knowingly torture, torment, needlessly mutilate or maim, cruelly beat, poison, needlessly kill, or commit an act of cruelty against a companion animal.~~

~~— (3) No person shall knowingly cause serious physical harm to a companion animal.~~

~~— (4) No person who confines or who is the custodian or caretaker of a companion animal shall negligently do any of the following:~~

~~— A. Torture, torment, or commit an act of cruelty against the companion animal;~~

~~— B. Deprive the companion animal of necessary sustenance or confine the companion animal without supplying it during the confinement with sufficient quantities of good, wholesome food and water if it can reasonably be expected that the companion animal would become sick or suffer in any other way as a result of or due to the deprivation or confinement;~~

~~— C. Impound or confine the companion animal without affording it, during the impoundment or confinement, with access to shelter from heat, cold, wind, rain, snow, or excessive direct sunlight if it can reasonably be expected that the companion animal would become sick or suffer in any other way as a result of or due to the lack of adequate shelter.~~

~~— (5) No owner, manager, or employee of a dog kennel who confines or is the custodian or caretaker of a companion animal shall knowingly do any of the following:~~

~~A. Torture, torment, needlessly mutilate or maim, cruelly beat, poison, needlessly kill, or commit an act of cruelty against the companion animal;~~

~~— B. Deprive the companion animal of necessary sustenance or confine the companion animal without supplying it during the confinement with sufficient quantities of good, wholesome food and water if it is reasonably expected that the companion animal would die or experience unnecessary or unjustifiable pain or suffering as a result of the deprivation or confinement;~~

~~— C. Impound or confine the companion animal without affording it, during the impoundment or confinement, with access to shelter from heat, cold, wind, rain, snow, or excessive direct sunlight if it is reasonably expected that the companion animal would die or experience unnecessary or unjustifiable pain or suffering as a result of or due to the lack of adequate shelter.~~

~~— (6) No owner, manager, or employee of a dog kennel who confines or is the custodian or caretaker of a companion animal shall negligently do any of the following:~~

~~— A. Torture, torment, or commit an act of cruelty against the companion animal;~~

~~— B. Deprive the companion animal of necessary sustenance or confine the companion animal without supplying it during the confinement with sufficient quantities of good, wholesome food and water if it can reasonably be expected that the companion animal would become sick or suffer in any other way as a result of or due to the deprivation or confinement;~~

~~— C. Impound or confine the companion animal without affording it, during the impoundment or confinement, with access to shelter from heat, cold, wind, rain, snow, or excessive direct sunlight if it can reasonably be expected that the companion animal would become sick or suffer in any other way as a result of or due to the lack of adequate shelter.~~

~~— (7) Divisions (d)(2), (d)(3), (d)(4), (d)(5), and (d)(6) of this section do not apply to any of the following:~~

~~— A. A companion animal used in scientific research conducted by an institution in accordance with the federal animal welfare act and related regulations;~~

~~— B. The lawful practice of veterinary medicine by a person who has been issued a license, temporary permit, or registration certificate to do so under Ohio R.C. Chapter 4741;~~

~~— C. Dogs being used or intended for use for hunting or field trial purposes, provided that the dogs are being treated in accordance with usual and commonly accepted practices for the care of hunting dogs;~~

~~— D. The use of common training devices, if the companion animal is being treated in accordance with usual and commonly accepted practices for the training of animals;~~

~~— E. The administering of medicine to a companion animal that was properly prescribed by a person who has been issued a license, temporary permit, or registration certificate under Ohio R.C. Chapter 4741.~~

~~— (8) Notwithstanding any section of the Ohio Revised Code that otherwise provides for the distribution of fine moneys, the Clerk of Court shall forward all fines the Clerk collects that are so imposed for any violation of this division (d) to the Treasurer of the municipality, whose county humane society or law enforcement agency is to be paid the fine money as determined under this division. The Treasurer shall pay the fine moneys to the county humane society or the county, township, municipal corporation, or state law enforcement agency in this state that primarily was responsible for or involved in the investigation and prosecution of the violation. If a county humane society receives any fine moneys under this division, the county humane society shall use the fine moneys either to provide the training that is required for humane agents under Ohio R.C. 1717.06 or to provide additional training for humane agents.~~

~~(ORC 959.131)~~

~~(e) Whoever violates division (a) of this section is guilty of a misdemeanor of the second degree. In addition, the court may order the offender to forfeit the animal or livestock and may provide for its disposition including, but not limited to, the sale of the animal or livestock. If an animal or livestock is forfeited and sold pursuant to this division, the proceeds from the sale first shall be applied to pay the expenses incurred~~

with regard to the care of the animal from the time it was taken from the custody of the former owner. The balance of the proceeds from the sale, if any, shall be paid to the former owner of the animal.

~~(ORC 959.99(D)) (Ord. 76-96. Passed 6-10-96.)~~

~~—(f) (1) Whoever violates division (d)(2) of this section is guilty of a misdemeanor of the first degree on a first offense and a felony to be prosecuted under appropriate State law on each subsequent offense.~~

~~—(2) Whoever violates division (d)(3) of this section is guilty of a felony to be prosecuted under appropriate state law.~~

~~—(3) Whoever violates division (d)(4) of this section is guilty of a misdemeanor of the second degree on a first offense and a misdemeanor of the first degree on each subsequent offense.~~

~~—(4) Whoever violates division (d)(5) of this section is guilty of a felony to be prosecuted under appropriate state law.~~

~~(5) Whoever violates division (d)(6) of this section is guilty of a misdemeanor of the first degree.~~

~~—(6) A. A court may order a person who is convicted of or pleads guilty to a violation of division (d) of this section to forfeit to an impounding agency, as defined in Ohio R.C. 959.132, any or all of the companion animals in that person's ownership or care. The court also may prohibit or place limitations on the person's ability to own or care for any companion animals for a specified or indefinite period of time.~~

~~—B. A court may order a person who is convicted of or pleads guilty to a violation of division (d) of this section to reimburse an impounding agency for the reasonably necessary costs incurred by the agency for the care of a companion animal that the agency impounded as a result of the investigation or prosecution of the violation, provided that the costs were not otherwise paid under Ohio R.C. 959.132.~~

~~—(7) If a court has reason to believe that a person who is convicted of or pleads guilty to a violation of division (d) of this section suffers from a mental or emotional disorder that contributed to the violation, the court may impose as a community control sanction or as a condition of probation a requirement that the offender undergo psychological evaluation or counseling. The court shall order the offender to pay the costs of the evaluation or counseling.~~

~~(ORC 959.99(E))~~

PHASE 3 – AMENDMENTS TO ANIMALS & FOWL ORDINANCE

505.11 KILLING, INJURING, POISONING OR CRUELTY TO ANIMALS.

(a) No person shall maliciously, or willfully ~~and without the consent of the owner,~~ kill or injure a dog, cat, or any other domestic animal, **unless such act is to protect the public or themselves from serious injury.** ~~that is the property of another.~~ This section does not apply to a licensed veterinarian acting in an official capacity, a police officer, **game warden, park ranger,** or animal control officer protecting the public or themselves from serious injury ~~from a dangerous animal.~~

(ORC 959.02)

(b) Whoever violates this section is guilty of a misdemeanor of the ~~second~~ **first** degree. ~~If the value of the animal killed or the injury done amounts to three hundred dollars (\$300.00) or more, whoever violates division (a) of this section is guilty of a misdemeanor of the first degree.~~

(c) No person shall maliciously, or willfully and without the consent of the owner, administer poison, to a dog, cat, or any other domestic animal that is the property of another; and no person shall, willfully and without the consent of the owner, place any poisoned food where it may be easily found and eaten by any such animal, either upon his or her own lands or the lands of another. This section does not apply to a licensed veterinarian, game warden, park ranger, or animal control officer in the performance of their official duties.

(d) Whoever violates section 505.11(c) is guilty of a misdemeanor of the second degree.

(e) No person shall:

(1) Torture an animal, deprive one of necessary sustenance, unnecessarily or cruelly beat, needlessly mutilate or kill, or impound or confine an animal without supplying it during the confinement with a sufficient quantity of good wholesome food and water;

(2) Commit an act of cruelty against an animal.

(3) Impound or confine an animal without affording it, during the confinement, access to shelter from wind, rain, snow, heat, cold or excessive direct sunlight, if it can reasonably be expected that the animal would otherwise become sick or in some other way suffer. For the purpose of this section, “shelter” means an artificially made enclosure, windbreak;

(4) Carry or convey an animal in a cruel or inhumane manner;

(f) Whoever violates section 505.11(e) is guilty of a misdemeanor of the first degree.

(ORC 959.99(B)) (Ord. 76-96. Passed 6-10-96; Ord. 72-03. Passed 9-8-03.)

(ORC 959.03)

(ORC 959.99(E))

505.13 POISONING ANIMALS.

~~(a) No person shall maliciously, or willfully and without the consent of the owner, administer poison, to a dog, cat, or any other domestic animal that is the property of another; and no person shall, willfully and without the consent of the owner, place any poisoned food where it may be easily found and eaten by any such animal, either upon his or her own lands or the lands of another. This section does not apply to a licensed veterinarian, game warden, park ranger, or animal control officer in the performance of their official duties.~~

~~(ORC 959.03)~~

~~—(b) Whoever violates this section is guilty of a misdemeanor of the second degree.~~

~~(ORC 959.99(C)) (Ord. 76-96. Passed 6-10-96; Ord. 72-03. Passed 9-8-03.)~~

505.15 CRUELTY TO ANIMALS; CRUELTY TO COMPANION ANIMALS.

~~—(a) No person shall:~~

~~—(1) Torture an animal, deprive one of necessary sustenance, unnecessarily or cruelly beat, needlessly mutilate or kill, or impound or confine an animal without supplying it during the confinement with a sufficient quantity of good wholesome food and water;~~

~~—(2) Commit an act of cruelty against an animal.~~

~~—(2) (3) Impound or confine an animal without affording it, during the confinement, access to shelter from wind, rain, snow, heat, cold or excessive direct sunlight, if it can reasonably be expected that the animal would otherwise become sick or in some other way suffer. This division does not apply to animals impounded or confined prior to~~

~~slaughter. For the purpose of this section, “shelter” means an manmade enclosure, windbreak;~~

~~—(3) ~~(4)~~ Carry or convey an animal in a cruel or inhumane manner;~~

~~—(4) Keep animals other than cattle, poultry or fowl, swine, sheep, or goats in an enclosure without wholesome exercise and change of air, nor feed cows on food that produces impure or unwholesome milk;~~

~~—(5) Detain livestock in railroad cars or compartments longer than 28 hours after they are so placed without supplying them with necessary food, water, and attention, nor permit the stock to be so crowded as to overlie, crush, wound, or kill each other.~~

~~—(b) Upon the written request of the owner or person in custody of any particular shipment of livestock, which written request shall be separate and apart from any printed bill of lading or other railroad form, the length of time in which the livestock may be detained in any cars or compartment without food, water, and attention may be extended to 36 hours without penalty therefor. This section does not prevent the dehorning of cattle.~~

~~—(c) All fines collected for violations of division (a) of this section shall be paid to the society or association for the prevention of cruelty to animals, if there is one in the municipality; otherwise, all fines shall be paid to the general fund.~~

~~(a) Whoever violates this section is guilty of a misdemeanor of the first degree.~~

~~(ORC 959.13) (Ord. 76-96. Passed 6-10-96; Ord. 72-03. Passed 9-8-03.)~~

~~—(d) Cruelty to companion animals.~~

~~—(1) As used in this section:~~

~~——A. “Boarding kennel” has the same meaning as in Ohio R.C. 956.01.~~

~~——B. “Captive white-tailed deer” has the same meaning as in Ohio R.C. 1531.01.~~

~~——C. “Companion animal” means any animal that is kept inside a residential dwelling and any dog or cat regardless of where it is kept, including a pet store as defined in Ohio R.C. 956.01. “Companion animal” does not include livestock or any wild animal.~~

~~——D. “Cruelty,” “torment,” and “torture” have the same meanings as in Ohio R.C. 1717.01.~~

~~——E. “Dog kennel” means an animal rescue for dogs that is registered under Ohio R.C. 956.06, a boarding kennel, or a training kennel.~~

~~——F. “Federal Animal Welfare Act” means the “Laboratory Animal Act of 1966,” Pub. L. No. 89-544, 80 Stat. 350 (1966), 7 U.S.C. 2131 et seq., as amended by the~~

~~“Animal Welfare Act of 1970,” Pub. L. No. 91-579, 84 Stat. 1560 (1970), the “Animal Welfare Act Amendments of 1976,” Pub. L. No. 94-279, 90 Stat. 417 (1976), and the “Food Security Act of 1985,” Pub. L. No. 99-198, 99 Stat. 1354 (1985), and as it may be subsequently amended.~~

~~— G. “Livestock.” Means horses, mules, and other equidae; cattle, sheep, goats, and other bovidae; swine and other suidae; poultry; alpacas; llamas; captive white-tailed deer; and any other animal that is raised or maintained domestically for food or fiber.~~

~~— H. “Practice of veterinary medicine” has the same meaning as in Ohio R.C. 4741.01.~~

~~— I. “Residential dwelling” means a structure or shelter or the portion of a structure or shelter that is used by one or more humans for the purpose of a habitation.~~

~~— J. “Serious physical harm.” Means any of the following:~~

~~— 1. Physical harm that carries an unnecessary or unjustifiable substantial risk of death;~~

~~— 2. Physical harm that involves either partial or total permanent incapacity;~~

~~— 3. Physical harm that involves acute pain of a duration that results in substantial suffering or that involves any degree of prolonged or intractable pain;~~

~~— 4. Physical harm that results from a person who confines or who is the custodian or caretaker of a companion animal depriving the companion animal of good, wholesome food and water that proximately causes the death of the companion animal.~~

~~— K. “Training kennel” means an establishment operating for profit that keeps, houses, and maintains dogs for the purpose of training the dogs in return for a fee or other consideration.~~

~~— L. “Wild animal” has the same meaning as in Ohio R.C. 1531.01.~~

~~— (2) No person shall knowingly torture, torment, needlessly mutilate or maim, cruelly beat, poison, needlessly kill, or commit an act of cruelty against a companion animal.~~

~~— (3) No person shall knowingly cause serious physical harm to a companion animal.~~

~~— (4) No person who confines or who is the custodian or caretaker of a companion animal shall negligently do any of the following:~~

~~— A. Torture, torment, or commit an act of cruelty against the companion animal;~~

~~— B. Deprive the companion animal of necessary sustenance or confine the companion animal without supplying it during the confinement with sufficient quantities of good, wholesome food and water if it can reasonably be expected that the~~

~~companion animal would become sick or suffer in any other way as a result of or due to the deprivation or confinement;~~

~~— C. Impound or confine the companion animal without affording it, during the impoundment or confinement, with access to shelter from heat, cold, wind, rain, snow, or excessive direct sunlight if it can reasonably be expected that the companion animal would become sick or suffer in any other way as a result of or due to the lack of adequate shelter.~~

~~— (5) No owner, manager, or employee of a dog kennel who confines or is the custodian or caretaker of a companion animal shall knowingly do any of the following:~~

~~A. Torture, torment, needlessly mutilate or maim, cruelly beat, poison, needlessly kill, or commit an act of cruelty against the companion animal;~~

~~— B. Deprive the companion animal of necessary sustenance or confine the companion animal without supplying it during the confinement with sufficient quantities of good, wholesome food and water if it is reasonably expected that the companion animal would die or experience unnecessary or unjustifiable pain or suffering as a result of the deprivation or confinement;~~

~~— C. Impound or confine the companion animal without affording it, during the impoundment or confinement, with access to shelter from heat, cold, wind, rain, snow, or excessive direct sunlight if it is reasonably expected that the companion animal would die or experience unnecessary or unjustifiable pain or suffering as a result of or due to the lack of adequate shelter.~~

~~— (6) No owner, manager, or employee of a dog kennel who confines or is the custodian or caretaker of a companion animal shall negligently do any of the following:~~

~~— A. Torture, torment, or commit an act of cruelty against the companion animal;~~

~~— B. Deprive the companion animal of necessary sustenance or confine the companion animal without supplying it during the confinement with sufficient quantities of good, wholesome food and water if it can reasonably be expected that the companion animal would become sick or suffer in any other way as a result of or due to the deprivation or confinement;~~

~~— C. Impound or confine the companion animal without affording it, during the impoundment or confinement, with access to shelter from heat, cold, wind, rain, snow, or excessive direct sunlight if it can reasonably be expected that the companion animal would become sick or suffer in any other way as a result of or due to the lack of adequate shelter.~~

~~— (7) Divisions (d)(2), (d)(3), (d)(4), (d)(5), and (d)(6) of this section do not apply to any of the following:~~

~~—A. A companion animal used in scientific research conducted by an institution in accordance with the federal animal welfare act and related regulations;~~

~~—B. The lawful practice of veterinary medicine by a person who has been issued a license, temporary permit, or registration certificate to do so under Ohio R.C. Chapter 4741;~~

~~—C. Dogs being used or intended for use for hunting or field trial purposes, provided that the dogs are being treated in accordance with usual and commonly accepted practices for the care of hunting dogs;~~

~~D. The use of common training devices, if the companion animal is being treated in accordance with usual and commonly accepted practices for the training of animals;~~

~~—E. The administering of medicine to a companion animal that was properly prescribed by a person who has been issued a license, temporary permit, or registration certificate under Ohio R.C. Chapter 4741.~~

~~—(8) Notwithstanding any section of the Ohio Revised Code that otherwise provides for the distribution of fine moneys, the Clerk of Court shall forward all fines the Clerk collects that are so imposed for any violation of this division (d) to the Treasurer of the municipality, whose county humane society or law enforcement agency is to be paid the fine money as determined under this division. The Treasurer shall pay the fine moneys to the county humane society or the county, township, municipal corporation, or state law enforcement agency in this state that primarily was responsible for or involved in the investigation and prosecution of the violation. If a county humane society receives any fine moneys under this division, the county humane society shall use the fine moneys either to provide the training that is required for humane agents under Ohio R.C. 1717.06 or to provide additional training for humane agents.~~

~~(ORC 959.131)~~

~~(e) Whoever violates division (a) of this section is guilty of a misdemeanor of the second degree. In addition, the court may order the offender to forfeit the animal or livestock and may provide for its disposition including, but not limited to, the sale of the animal or livestock. If an animal or livestock is forfeited and sold pursuant to this division, the proceeds from the sale first shall be applied to pay the expenses incurred with regard to the care of the animal from the time it was taken from the custody of the former owner. The balance of the proceeds from the sale, if any, shall be paid to the former owner of the animal.~~

~~(ORC 959.99(D)) (Ord. 76 96. Passed 6-10-96.)~~

~~—(f) (1) Whoever violates division (d)(2) of this section is guilty of a misdemeanor of the first degree on a first offense and a felony to be prosecuted under appropriate State law on each subsequent offense.~~

~~—(2) Whoever violates division (d)(3) of this section is guilty of a felony to be prosecuted under appropriate state law.~~

~~—(3) Whoever violates division (d)(4) of this section is guilty of a misdemeanor of the second degree on a first offense and a misdemeanor of the first degree on each subsequent offense.~~

~~—(4) Whoever violates division (d)(5) of this section is guilty of a felony to be prosecuted under appropriate state law.~~

~~(5) Whoever violates division (d)(6) of this section is guilty of a misdemeanor of the first degree.~~

~~—(6) A. A court may order a person who is convicted of or pleads guilty to a violation of division (d) of this section to forfeit to an impounding agency, as defined in Ohio R.C. 959.132, any or all of the companion animals in that person's ownership or care. The court also may prohibit or place limitations on the person's ability to own or care for any companion animals for a specified or indefinite period of time.~~

~~—B. A court may order a person who is convicted of or pleads guilty to a violation of division (d) of this section to reimburse an impounding agency for the reasonably necessary costs incurred by the agency for the care of a companion animal that the agency impounded as a result of the investigation or prosecution of the violation, provided that the costs were not otherwise paid under Ohio R.C. 959.132.~~

~~—(7) If a court has reason to believe that a person who is convicted of or pleads guilty to a violation of division (d) of this section suffers from a mental or emotional disorder that contributed to the violation, the court may impose as a community control sanction or as a condition of probation a requirement that the offender undergo psychological evaluation or counseling. The court shall order the offender to pay the costs of the evaluation or counseling.~~

~~(ORC 959.99(E))~~

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

DATE: **January 13, 2020**

TO: **Public Safety, Law and Courts Committee**

RE: **Animals & Fowl Chapter Amendment Phase 5 Definitions**

Approval:

Joe Begeny	Chris Shook	Stephen Cicak
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This legislation is the fifth amendment to the Animals & Fowl Chapter 505, Section 505.01 Definitions

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

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

SECTION 1. That Chapter 505 ANIMALS AND FOWL, Section 505.01 Definitions be amended in the Code of Ordinances for the City of Reynoldsburg be and is hereby attached as Exhibit A.

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

505.01 DEFINITIONS.

As used in this chapter certain words are defined as follows, unless the context otherwise requires:

(a) "Animal" means any live, vertebrate creature, domestic or wild.

(b) "Dangerous dog ~~or other dangerous animal~~" means a dog **that, without provocation, and subject to division (b)(4) of this Section, has done any** ~~or other animal that meets any of the~~ following:

1. ~~A dog or other animal, that without provocation and subject to subsection (m)(2) below, has chased or approached in either a menacing fashion or an apparent attitude of attack, or has attempted to bite or otherwise endanger any person, or causes physical harm to property as defined by section 501.01(n) or serious physical harm to property as defined by section 501.01(z), while that dog or other animal is off the premises of its owner, keeper or harbinger and not under the reasonable control of its owner, keeper, harbinger or some other reasonable person, or not physically restrained or confined in a locked pen which has a top or other locked enclosure which has a top.~~ **Caused injury, other than killing or serious injury, to any person;**

2. ~~A dog or other animal that behaves in a manner that a reasonable person would believe poses a serious and unjustified imminent threat of serious physical harm or death to one or more persons, domestic animals or farm animals.~~ **Killed another dog;**

3. ~~"Dangerous Dog" does not include either of the following:~~ **Been the subject of a third or subsequent violation of Section 505.03.**

~~A. A police dog that has chased or approached in either a menacing fashion or an apparent attitude of attack, or has attempted to bite or otherwise endanger any person while the police dog is being used to assist one or more law enforcement officers in the performance of their official duties.~~

~~B. A dog that has chased or approached in either a menacing fashion or an apparent attitude of attack, or has attempted to bite or otherwise endanger any person while that person was committing or attempting to commit a trespass or other criminal offense on the property of the owner, keeper or harbinger of the dog.~~

4. "Dangerous Dog" does not include a police dog that has caused injury, other than killing or serious injury, to any person or has killed another dog while the police dog is being used to assist one or more law enforcement officers in the performance of their official duties.

(c) "Domesticated" means any animal which is accepted by the general public as tameable and bred as a tamed animal for the purposes of man. These include, but are not limited to, dogs, house cats, gerbils, and guinea pigs.

(d) ~~"Exotic Animal" means any animal which is foreign and generally not native by birth to the local community.~~ shall have the same meaning as "dangerous wild animal" as defined in Chapter 935 of the Ohio Revised Code.

~~(e) "Farm animal" means, but is not limited to, cattle, sheep, goats, poultry or fowl, swine, horses, or mules.~~

~~(f)~~(e) "Hybrid" means the cross breeding of two or more species of animals that would not normally be bred together, including but not limited to, wolf-dog, coyote-dog, ocelot-house cat.

~~(g) "Menacing fashion" means that a dog or other animal would cause any person being chased or approached to reasonably believe that the dog or other animal will cause physical injury to that person.~~

~~(h)~~(f) "Own, keep or harbor" means to have legal title, ~~to~~ or custody or control over any dangerous animal. ~~or wild animal in the city, except as otherwise provided in Section 505.33.~~

~~(i)~~(g) "Owner" means any person, firm, association, or corporation owning or having a proprietary interest in ~~or possession, custody, or charge of a work~~ an animal.

~~(j)~~(h) "Person" means any natural person, association, partnership, organization, or corporation.

~~(k)~~(i) "Police dog" means a dog that has been trained, and may be used, to assist one or more law enforcement officers in the performance of their official duties.

~~(l)~~(j) "Serious ~~injury physical harm~~" means serious physical harm as defined in section 501.01(y) and section 501.01(z). any of the following:

- (1) Any physical harm that carries a substantial risk of death;
- (2) Any physical harm that involves a permanent incapacity, whether partial or total, or a temporary, substantial incapacity;
- (3) Any physical harm that involves a permanent disfigurement or a temporary, serious disfigurement;
- (4) Any physical harm that involves acute pain of a duration that results in substantial suffering or any degree of prolonged or intractable pain.

~~(m) "Vicious dog or other vicious animal" means a dog or other animal meets any of the following:~~

1. ~~Without provocation, has killed or caused serious injury to any person;~~
2. ~~Without provocation, has caused injury, other than killing or serious injury, to any person, or has killed another dog or other animal;~~
- 3. ~~A dog or animal that has been trained for dog/animal fighting, or bred, or abused, or is kept primarily or in part for the purpose of dog/animal fighting.~~
- 4. ~~Any dog or animal with a known propensity, tendency or disposition to attack unprovoked, to cause injury or to otherwise endanger the safety of human beings or domestic animals.~~

(k) “Vicious dog” means a dog that, without provocation and subject to division (m)(1) of this section, has killed or caused serious injury to any person.

1. "Vicious dog" does not include either of the following:

A. A police dog that has killed or caused serious injury to any person ~~or that has caused injury, other than killing or serious injury, to any person~~ while the police dog is being used to assist one or more law enforcement officers in the performance of their official duties;

B. A dog that has killed or caused serious injury to any person while that person was committing or attempting to commit a trespass or other criminal offense on the property of the owner, keeper or harbinger of the dog.

~~(n)~~(l) "Wild Animal" means any non-domesticated animal which generally lives in its original natural state, and is not normally domesticated, and/or falls under the jurisdiction of the Ohio Department of Natural Resources.

~~(o)~~(m) "Without provocation" means that a dog or other animal was not teased, tormented or abused by a person, or that the dog or other animal was not coming to the aid or the defense of a person who was not engaged in illegal or criminal activity and who was not using the dog or other animal as a means of carrying out such activity.

(Ord. 76-96. Passed 6-10-96; Ord. 77-01. Passed 6-25-01; Ord. 72-03. Passed 9-8-03; Ord. 25-18. Passed 2-26-18.)

505.01 DEFINITIONS.

As used in this chapter certain words are defined as follows, unless the context otherwise requires:

(a) "Animal" means any live, vertebrate creature, domestic or wild.

(b) "Dangerous dog ~~or other dangerous animal~~" means a dog ~~that, without provocation, and subject to division (b)(4) of this Section, has done any or other animal that meets any of the~~ following:

1. ~~A dog or other animal, that without provocation and subject to subsection (m)(2) below, Has~~ chased or approached in either a menacing fashion or an apparent attitude of attack, or has attempted to bite or otherwise endanger any person, ~~or causes physical harm to property as defined by section 501.01(n) or serious physical harm to property as defined by section 501.01(z), while that dog or other animal is off the premises of its owner, keeper or harborer and not under the reasonable control of its owner, keeper, harborer or some other reasonable person, or not physically restrained or confined in a locked pen which has a top or other locked enclosure which has a top.~~
2. ~~Caused injury, other than killing or serious injury, to any person;~~
3. ~~A dog or other animal that behaves in a manner that a reasonable person would believe poses a serious and unjustified imminent threat of serious physical harm or death to one or more persons, domestic animals or farm animals. Killed another dog;~~
4. ~~"Dangerous Dog" does not include either of the following: Been the subject of a third or subsequent violation of Section 505.03.~~

~~A. A police dog that has chased or approached in either a menacing fashion or an apparent attitude of attack, or has attempted to bite or otherwise endanger any person while the police dog is being used to assist one or more law enforcement officers in the performance of their official duties.~~

~~B. A dog that has chased or approached in either a menacing fashion or an apparent attitude of attack, or has attempted to bite or otherwise endanger any person while that person was committing or attempting to commit a trespass or other criminal offense on the property of the owner, keeper or harborer of the dog.~~

4. "Dangerous Dog" does not include a police dog that has caused injury, other than killing or serious injury, to any person or has killed another dog while the police dog is

being used to assist one or more law enforcement officers in the performance of their official duties.

(c) "Domesticated" means any animal which is accepted by the general public as tameable and bred as a tamed animal for the purposes of man. These include, but are not limited to, dogs, house cats, gerbils, and guinea pigs.

(d) ~~"Exotic Animal" means any animal which is foreign and generally not native by birth to the local community.~~ shall have the same meaning as "dangerous wild animal" as defined in Chapter 935 of the Ohio Revised Code.

~~(e) "Farm animal" means, but is not limited to, cattle, sheep, goats, poultry or fowl, swine, horses, or mules.~~

~~(f)~~(e) "Hybrid" means the cross breeding of two or more species of animals that would not normally be bred together, including but not limited to, wolf-dog, coyote-dog, ocelot-house cat.

~~(g) "Menacing fashion" means that a dog or other animal would cause any person being chased or approached to reasonably believe that the dog or other animal will cause physical injury to that person.~~

~~(h)~~(f) "Own, keep or harbor" means to have legal title, ~~to or~~ custody or control over any dangerous animal. ~~or wild animal in the city, except as otherwise provided in Section 505.33.~~

~~(i)~~(g) "Owner" means any person, firm, association, or corporation owning or having a proprietary interest in ~~or possession, custody, or charge of a work~~ an animal.

~~(j)~~(h) "Person" means any natural person, association, partnership, organization, or corporation.

~~(k)~~(i) "Police dog" means a dog that has been trained, and may be used, to assist one or more law enforcement officers in the performance of their official duties.

~~(l)~~(j) "Serious ~~injury physical harm~~" means ~~serious physical harm as defined in section 501.01(y) and section 501.01(z).~~ any of the following:

- (1) Any physical harm that carries a substantial risk of death;
- (2) Any physical harm that involves a permanent incapacity, whether partial or total, or a temporary, substantial incapacity;
- (3) Any physical harm that involves a permanent disfigurement or a temporary, serious disfigurement;

(4) Any physical harm that involves acute pain of a duration that results in substantial suffering or any degree of prolonged or intractable pain.

~~(m)~~ "Vicious dog or other vicious animal" means a dog or other animal meets any of the following:

1. ~~Without provocation, has killed or caused serious injury to any person;~~
2. ~~Without provocation, has caused injury, other than killing or serious injury, to any person, or has killed another dog or other animal;~~
- 3. ~~A dog or animal that has been trained for dog/animal fighting, or bred, or abused, or is kept primarily or in part for the purpose of dog/animal fighting.~~
- 4. ~~Any dog or animal with a known propensity, tendency or disposition to attack unprovoked, to cause injury or to otherwise endanger the safety of human beings or domestic animals.~~

(k) "Vicious dog" means a dog that, without provocation and subject to division (m)(1) of this section, has killed or caused serious injury to any person.

1. "Vicious dog" does not include either of the following:

A. A police dog that has killed or caused serious injury to any person ~~or that has caused injury, other than killing or serious injury, to any person~~ while the police dog is being used to assist one or more law enforcement officers in the performance of their official duties;

B. A dog that has killed or caused serious injury to any person while that person was committing or attempting to commit a trespass or other criminal offense on the property of the owner, keeper or harbinger of the dog.

~~(n)~~(l) "Wild Animal" means any non-domesticated animal which generally lives in its original natural state, and is not normally domesticated, and/or falls under the jurisdiction of the Ohio Department of Natural Resources.

~~(e)~~(m) "Without provocation" means that a dog or other animal was not teased, tormented or abused by a person, or that the dog or other animal was not coming to the aid or the defense of a person who was not engaged in illegal or criminal activity and who was not using the dog or other animal as a means of carrying out such activity.

(Ord. 76-96. Passed 6-10-96; Ord. 77-01. Passed 6-25-01; Ord. 72-03. Passed 9-8-03; Ord. 25-18. Passed 2-26-18.)

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

DATE: January 13, 2020**TO: Public Safety, Law and Courts Committee****RE: Animals & Fowl Amendment Phase 6 Tethering and Dangerous Dogs**

Approval:

Joe Begeny	Chris Shook	Stephen Cicak
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This legislation is the sixth amendment to the Animals & Fowl Chapter 505 discussing tethering animals and Dangerous Dogs and Animals.

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

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

SECTION 1. That Chapter 505 ANIMALS AND FOWL, Section 505.37 Dangerous Dogs and other Animals be amended in the Code of Ordinances for the City of Reynoldsburg be and is hereby attached as Exhibit A.

SECTION 2. That Section 505.13 Tethering Animals be added to Chapter 505 ANIMALS AND FOWL of the Code of Ordinances for the City of Reynoldsburg.

SECTION 3. That upon adoption by Council, this ordinance shall be in effect thirty days following the signature by the Mayor.

505.13 TETHERING ANIMALS.

(a) No person shall tether an animal in any of the following circumstances:

(1) For more than six (6) hours total in a twenty-four (24) hour period and not more than two (2) unsupervised consecutive hours with no less than a one (1) hour period between tetherings;

(2) Between the hours of 11:00 p.m. and 6:00 a.m. other than short, not to exceed 15 minutes, periods for the animal to relieve itself;

(3) When a heat or cold advisory has been issued by a local or state authority or the National Weather Service;

(4) When a severe weather warning has been issued by a local or state authority or the National Weather Service;

(5) When the tether is less than twenty (20) feet in length;

(6) When the tether allows the animal to come within fifteen (15) feet of a sidewalk or property line;

(7) When the tether is attached by means of a pinch-type, prong-type, of choke-type collar or if the collar is unsafe or is not properly fitted;

(8) When the tether may cause injury or entanglement;

(9) When the tether is made of a material that is unsuitable for the animal's size and weight or that causes any unnecessary discomfort to the animal;

(10) When no owner or occupant is present at the premises;

(b) As used in this section, "tether" means a rope, chain, cord, dog run or pulley, or similar restraint for holding an animal in place, allowing a radius in which it can move about.

(c) Whoever violates this section is guilty of a minor misdemeanor on the first offense, a misdemeanor of the fourth degree on the second offense, and a misdemeanor of the first degree on the third or any subsequent offense. Notwithstanding the foregoing penalties, if an animal becomes sick or injured as a result of this section, then whoever violates this section is guilty of a misdemeanor of the first degree.

505.37 DANGEROUS DOGS AND OTHER ANIMALS; PERMIT REQUIRED; FEE; IMPOUNDING.

(a) In addition to registration of a dog as required by Section 505.07 and Ohio R.C. Sections 955.03 and 955.09, the owner, keeper or harborer of a dangerous dog ~~or other~~

~~dangerous animal~~ as defined in 505.01(b) shall pay a permit fee to own, keep or harbor a dangerous dog to the City of Reynoldsburg and obtain the permit from the Chief of Police at a cost ~~set in the City's fee schedule~~ of thirty dollars (\$30.00) for such permit in addition to the payment of any fee for registration of the dog as required by the Ohio Revised Code and these Codified Ordinances.

(1) The owner, keeper, or harbinger of such dangerous dog ~~or dangerous animal~~ shall pay for the permit at the Reynoldsburg City Auditor's Office and receive a receipt. The receipt shall be presented to the Chief of Police in order to obtain a permit.

(b) (1) The permit to own, keep or harbor a dangerous dog ~~or dangerous animal~~ shall be valid only during the calendar year in which the permit is issued, and during the first twenty days of the following calendar year.

(2) The permit fee for any dangerous dog ~~or other dangerous animal~~ is ~~set in the City's fee schedule~~ thirty dollars (\$30.00) if purchased prior to July 1st of any calendar year. If the permit is purchased on or after July 1st of any calendar year, the permit fee is ~~half the rate set in the City's fee schedule~~ fifteen dollars (\$15.00).

(c) No owner, keeper or harbinger of a dangerous dog ~~or other dangerous animal~~, as defined in section 505.01(b), shall fail to publicly display a sign on the premises where the dangerous dog ~~or other dangerous animal~~ is kept or harbored that notifies the public of the presence of a dangerous dog ~~or other dangerous animal~~ on the property of the owner, keeper or harbinger. The owner, keeper or harbinger of the dog shall provide such sign which shall contain, in lettering that is at least two inches in height, the statement "caution, beware of dangerous dog ~~or other dangerous animal~~" or other statement that provides reasonable notice of the presence of a dangerous dog ~~or other dangerous animal~~ on the premises.

(d) No person shall own, keep, or harbor any dangerous dog ~~or other dangerous animal~~, as defined in section 505.01 (b) without registering and obtaining a permit as required in divisions (a) and (b) of this section for such dangerous dog ~~or other dangerous animal~~.

(e) ~~Any owner, keeper or harbinger of any dangerous dog as defined in division 505.01(b), shall provide satisfactory evidence of the fact that the dangerous dog has been neutered or spayed. Whoever violates division (c) or (d) of this section is guilty of a misdemeanor of the third degree and the animal control officer shall seize and impound the dangerous dog or other dangerous animal in the municipality that is not properly confined or restrained, pursuant to Ohio R.C. 955.22(A) to (D), until such time as the owner, keeper or harbinger of the dangerous dog or other dangerous animal demonstrates compliance with Ohio R.C. 955.22(A) to (D). If the owner does not comply with the provisions of Ohio R.C. 955.22(A) to (D) within three (3) days of such seizure, then the dangerous dog or other dangerous animal shall be humanely destroyed.~~

(f) ~~Any~~ No owner, keeper, or harbinger of a dangerous dog or other dangerous animal, as defined in division 505.01(b), shall ~~provide satisfactory evidence of the fact that the dog has been permanently identified by means of a microchip and the dog's microchip number.~~ refuse to permit the routine inspection of such dangerous dog or other dangerous animal on the premises of the same by the animal control officer, police officer, or other person authorized by the mayor or police chief, county board of health or an employee or agent thereof, to insure compliance with the divisions contained herein or any provision of the Ohio revised code, nor conceal such dangerous dog or other dangerous animal from the animal control officer, police officer or other person authorized by the mayor or police chief, or county board of health, or an employee or agent thereof, attempting to accomplish such inspection.

(g) ~~No owner, keeper or harbinger of a dangerous dog or other dangerous animal, as defined in division 505.01(b) shall fail to report to the city animal control officer or a police officer the theft or loss of a dangerous dog or other dangerous animal within five hours of the discovery of the theft or loss.~~ Whoever violates division (c), (d), (e) or (f) of this section is guilty of a misdemeanor of the third degree and the animal control officer shall seize and impound the dangerous dog in the municipality that is not properly confined or restrained, pursuant to Ohio R.C. 955.22(A) to (D), until such time as the owner, keeper or harbinger of the dangerous dog demonstrates compliance with Ohio R.C. 955.22(A) to (D). If the owner does not comply with the provisions of Ohio R.C. 955.22(A) to (D) within three (3) days of such seizure, then the dangerous dog shall be humanely destroyed.

(h) ~~Whoever violates divisions (f) or (g) is guilty of a misdemeanor of the fourth degree.~~ No owner, keeper or harbinger of a dangerous dog as defined in division 505.01(b) shall fail to report to the city animal control officer or a police officer the theft or loss of a dangerous dog within five hours of the discovery of the theft or loss.

(i) Whoever violates division (h) is guilty of a misdemeanor of the fourth degree.

~~(Ord. 76-96. Passed 6-10-96; Ord. 77-01. Passed 6-25-01; Ord. 72-03. Passed 9-8-03.)~~