



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 9, 2023

Council Chambers

CITY COUNCIL MEETING

1. **CALL TO ORDER**
2. **INVOCATION - PASTOR AARON DELONG FROM SIMPLE CHURCH**
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **APPROVAL OF AGENDA**
6. **APPROVAL OF MINUTES**
 - a. City Council – Special Meeting – December 19, 2022

7. **COMMUNITY COMMENTS**

The Community Comments portion of the meeting is an opportunity for citizens to address Council. Citizens may wish to bring matters to the attention of City Council or discuss items on the agenda. Before addressing City Council, members of the public are asked to complete a speaker's form and give it to the Clerk of Council. The Council President will invite speakers to step to the microphone and give their name and address. All remarks should be addressed to Council as a whole and not exceed three minutes.

8. **PROCLAMATIONS**

1. A Proclamation to Recognize Dr. Martin Luther King, Jr. and His Day of Service

9. COMMUNICATIONS

- a. Treasury Board Minutes from December

10. MOTIONS

- a. A Motion to Confirm the Mayor and Council President Appointment of Shanette Strickland, Bhuwan Pyakurel, and Attorney Shook to the Fairfield, Franklin, and Licking County Tax Incentive Review Councils
- b. A Motion to Affirm the Appointment of Shanette Strickland and Bhuwan Pyakurel to the Community Reinvestment Area as Described in Ordinance 26-97
- c. A Motion to Affirm the Appointment of Shanette Strickland and Bhuwan Pyakurel to the East Main Community Reinvestment Area Housing Council
- d. A Motion Hereby Appointing Auditor Stephen Cicak and Attorney Chris Shook to Serve on the Volunteer Peace Officers' Dependent Fund Board
- e. A Motion to Recommend the Appointment of Bhuwan Pyakurel as the Council Representative to the Reynoldsburg Visitors Bureau
- f. A Motion to Recommend the Appointment of Stacie Baker as the Council Representative to the West Licking Joint Fire District Board for 2023
- g. A Motion to Recommend the Appointment of Temporary Committee Chairs
- h. A Motion to Recommend the Appointment of Councilmembers to Council Committees Effective January 10, 2023 until the Next Council Organizational Meeting in January 2024
- i. A Motion to Recommend the Appointment of Meredith Lawson-Rowe to Serve as the President Pro Tempore of Council for the Period Beginning January 10, 2023 Until the Next Council Organizational Meeting in January 2024

11. REPORTS

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

- 1. Appointment of Committee Chair and Vice Chair

2. A Resolution Authorizing the Mayor to Purchase a Utility Task Vehicle (UTV) and Related Equipment for the Reynoldsburg Parks and Recreation Department and Waive Competitive Bidding

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

1. Appointment of Committee Chair and Vice Chair
2. An Ordinance Adopting Chapter 723 Tobacco Retailer License of the Codified Ordinances of the City of Reynoldsburg to Establish the Tobacco Products Sales Licensing Program

c. **Public Service & Transportation Committee**

1. Appointment of Committee Chair and Vice Chair
2. A Resolution to Authorize the Purchase of 2000 MXU Units and Meters from Sensus for the Upgrade Program and Waive Competitive Bidding
3. A Resolution Authorizing the Mayor to Enter into an Agreement with EMH&T for the Engineering and Management of the 2023 Sewerline CCTV, Manhole Inspections, and Cleaning Project
4. A Resolution to Authorize the Mayor to Purchase Two International Trucks and Related Equipment for the Street Department and Waive Competitive Bidding
5. A Resolution to Authorize the Mayor to Purchase Two Ford Trucks and Related Equipment for the Building Department and Waive Competitive Bidding

d. **Finance & Administration Committee**

1. Appointment of Committee Chair and Vice Chair
2. An Ordinance to Approve Payment of Services Performed to the Auditors Certificate of Availability of Funds, and Declaring an Emergency

12. RESOLUTIONS - CONSENT AGENDA

1. A Resolution Authorizing the Mayor to Purchase a Utility Task Vehicle (UTV) and Related Equipment for the Reynoldsburg Parks and Recreation Department and Waive Competitive Bidding --- Baker. Development, Parks and Recreation Committee.
2. A Resolution Authorizing the Mayor to Enter into an Agreement with EMH&T for the Engineering and Management of the 2023 Sewerline CCTV, Manhole Inspections, and Cleaning Project --- Strickland. Public Service and Transportation Committee.
3. A Resolution to Authorize the Purchase of 2000 MXU Units and Meters from Sensus for the Upgrade Program and Waive Competitive Bidding --- Strickland. Public Service and Transportation Committee.
4. A Resolution to Authorize the Mayor to Purchase Two International Trucks and Related Equipment for the Street Department and Waive Competitive Bidding --- Strickland. Public Service and Transportation Committee.
5. A Resolution to Authorize the Mayor to Purchase Two Ford Trucks and Related Equipment for the Building Department and Waive Competitive Bidding --- Strickland. Public Service and Transportation Committee.

13. CONSENT AGENDA FOR EMERGENCY ADOPTION

1. An Ordinance Adopting Provisions of Sections 3735.65 through 3735.70 of the Ohio Revised Code to Establish and Describe the Boundaries of the Taylor-Summit Community Reinvestment Area in the City of Reynoldsburg, Designating a Housing Officer to Administer the Program, and Declaring an Emergency (Second Reading 12/19/2022). --- Baker. Development, Parks and Recreation Committee.
2. An Ordinance to Approve Payment of Services Performed to the Auditors Certificate of Availability of Funds, and Declaring an Emergency --- Salvati. Finance and Administration Committee.

14. CONSENT AGENDA FOR SECOND READING

1. An Ordinance Adopting Chapter 723 Tobacco Retailer License of the Codified Ordinances of the City of Reynoldsburg to Establish the Tobacco Products Sales Licensing Program (First Reading 11/28/2022). --- Bryant. Public Safety, Law and Courts Committee.

15. OTHER COUNCIL MATTERS

16. UPCOMING MEETINGS

- a. January 5, 2023 Planning & Zoning Board
- b. January 9, 2023 Council & Organizational
- c. January 16, 2023 Martin Luther King, Jr. Day City Offices Closed
- d. January 19, 2023 Planning & Zoning Board
- e. January 23, 2023 Council

ADJOURNMENT



**MINUTES SPECIAL MEETING
REYNOLDSBURG CITY COUNCIL
December 19, 2022**

Council President Leanora Jenkins called the meeting to order at 6:32 PM

PRESENT: Cotner, Baker, Bryant, Jenkins, Strickland (6:30 PM - 6:42 PM), Salvati, Pyakurel, Lawson Rowe (6:30 PM - 6:42 PM)

ABSENT:

Approval of Agenda

The agenda was approved as submitted.

Approval of Minutes

a. City Council – Regular Meeting – December 12, 2022

The regular City Council meeting minutes of December 12, 2022 were approved as submitted.

RESULT:	ACCEPTED
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Community Comments

Tom Vollmer

783 Tricolor Drive

Mr. Vollmer stated that he attended Council to discuss the Waggoner Road project, but he also wanted to bring up another issue. He stated that since there is an American flag in Council Chambers, Council should have done the Pledge of Allegiance. He explained that he was in the military for 30 years and felt it was disrespectful to not say the Pledge when there was a flag hanging.

He also discussed that he thought beginning construction on Waggoner Road in August was a bad time to start a project when school starts. He stated that parents and buses coming into the school there would be an issue with traffic. He specifically wanted to address Priestly to Main Street. He believes that there could be a better time to begin this project and that the project would not that three years to complete.

President Jenkins advised Mr. Vollmer that as this meeting was a special Council meeting, the agenda was shortened because of prior commitments. She explained that at normal

Minutes Acceptance: Minutes of Dec 19, 2022 6:30 PM (Approval of Minutes)



**MINUTES SPECIAL MEETING
REYNOLDSBURG CITY COUNCIL
December 19, 2022**

Council meetings they do say the Pledge of Allegiance and an invocation before regular Council meetings.

Mayor Begeny explained that August was when the state released funding for projects.

Communications

FINANCIAL REPORT DATA COMPARISON OCTOBER 2022

Reports

There is no Development, Parks & Recreation Committee meeting.

There is no Public Safety, Law & Courts Committee meeting.

There is no Public Service & Transportation Committee meeting.

Finance & Administration Committee

This is the Finance & Administration Committee meeting for December 19, 2022

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

An Ordinance Authorizing and Directing the Mayor to Accept Payment from Reynoldsburg Mob LLC for the Sale of Real Property, and Declaring an Emergency

Auditor Cicak explained that they were able to finally close on the property on East Main Street across from the Glenrest Cemetery. He stated that on Friday, the City received a wire for \$996,014.17 for the sale of the property. The only difference in the language of the sale is he would prefer to take the funds and deposit them into the CIP Fund. He stated that all other accounts are doing well, so they would prefer to make the CIP look as strong as possible.

Councilmember Salvati moved to amend the Ordinance to change the property sale amount to \$996,014.17. Second by Councilmember Bryant. Motion carried.

Minutes Acceptance: Minutes of Dec 19, 2022 6:30 PM (Approval of Minutes)



**MINUTES SPECIAL MEETING
REYNOLDSBURG CITY COUNCIL
December 19, 2022**

Councilmember Salvati moved to forward this Ordinance as amended to Council for emergency approval. Second by Councilmember Bryant. Motion carried.

Consent Agenda for Emergency Adoption

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

161-2022

AN ORDINANCE DECLARING THE IMPROVEMENT OF CERTAIN REAL PROPERTY LOCATED IN THE CITY OF REYNOLDSBURG, OHIO TO BE A PUBLIC PURPOSE; DECLARING SUCH PROPERTY TO BE EXEMPT FROM REAL PROPERTY TAXATION; DESIGNATING PUBLIC IMPROVEMENTS TO BE MADE THAT WILL BENEFIT SUCH PROPERTY; REQUIRING ANNUAL SERVICE PAYMENTS IN LIEU OF TAXES; AND ESTABLISHING A MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND; AUTHORIZING THE EXECUTION OF A TAX INCREMENT FINANCING AND COOPERATIVE AGREEMENT, AND DECLARING AN EMERGENCY --- Baker. Development, Parks and Recreation Committee.

162-2022

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

163-2022

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ACCEPT PAYMENT FROM REYNOLDSBURG MOB LLC FOR THE SALE OF REAL PROPERTY, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

Minutes Acceptance: Minutes of Dec 19, 2022 6:30 PM (Approval of Minutes)

Reynoldsburg

OHIO • 1839

MINUTES SPECIAL MEETING REYNOLDSBURG CITY COUNCIL December 19, 2022

Consent Agenda for Second Reading

AN ORDINANCE ADOPTING PROVISIONS OF SECTIONS 3735.65 THROUGH 3735.70 OF THE OHIO REVISED CODE TO ESTABLISH AND DESCRIBE THE BOUNDARIES OF THE TAYLOR-SUMMIT COMMUNITY REINVESTMENT AREA IN THE CITY OF REYNOLDSBURG, DESIGNATING A HOUSING OFFICER TO ADMINISTER THE PROGRAM, AND DECLARING AN EMERGENCY --- Baker. Development, Parks and Recreation Committee.

RESULT: REFERRED TO COUNCIL

Next: 1/9/2023 6:30 PM

Upcoming Meetings

January 5, 2023 Planning & Zoning Board

January 9, 2023 Council and Organizational

January 16, 2023 Martin Luther King, Jr. Day City Offices Closed

January 19, 2023 Planning & Zoning Board

January 23, 2023 Council

Adjournment

Leanora Jenkins

Leanora Jenkins, President of Council

Mollie Prasher

Mollie Prasher, Clerk of Council

Minutes Acceptance: Minutes of Dec 19, 2022 6:30 PM (Approval of Minutes)

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

DATE: January 9, 2023**TO:****RE: Martin Luther King, Jr. Day of Service**

Approval:

Joe Begeny	Chris Shook	Stephen Cicak
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A MOTION TO RECOGNIZE DR. MARTIN LUTHER KING, JR. AND HIS DAY OF SERVICE

WHEREAS, Dr. Martin Luther King, Jr. devoted his life to the advancement of civil rights and public service. He believed in a nation of freedom and justice for all, and challenged all citizens to help build a more perfect union and live up to the purpose and potential of America; and

WHEREAS, Dr. King recognized that everyone can be great because everyone can serve, and during his lifetime, he encouraged all Americans to serve their neighbors and their communities; and

WHEREAS, in 1994, Congress initiated the King Day of Service, a nationwide effort to transform the federal holiday honoring Dr. Martin Luther King, Jr. into a day of community service, grounded in Dr. King's teachings, that helps solve social problems while focusing on bringing people together and breaking down the barriers that have divided us as a nation; and

WHEREAS, thousands of Ohio residents used Martin Luther King, Jr. Day as a day on, not a day off, including the Reynoldsburg City Council who handed out PPE units to community members; and

WHEREAS, hundreds of thousands of volunteers in cities and towns across the nation participate in King Day service projects, in all 50 states, the District of Columbia, Guam, and Puerto Rico; and,

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

WHEREAS, non-profit organizations, volunteer managers, AmeriCorps and Senior Corps members across the nation have organized hundreds of projects for volunteers to engage in service honoring the goals of the King Day of Service; and,

WHEREAS, the King Day of Service, which fell on January 16th this year, was a time for the people of Reynoldsburg to recognize Dr. King's teachings on advancing equality and opportunity for all by contributing their own time and talents in a day of service; and,

WHEREAS, the King Day of Service is an excellent opportunity to take the first step in making service a regular activity in the lives of Reynoldsburg residents. It is an important day to encourage each citizen to take part in service that will benefit communities and neighborhoods and provide a fitting memorial to the life of Martin Luther King, Jr.;

THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, we do hereby recognize Martin Luther King Day, Jr. as a Day of Service in the City of Reynoldsburg and urge our citizens to honor the memory of Dr. King, to put his teachings into action by participating in the King Day of Service, and to find ways to give back to our community.

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

DATE: January 9, 2023**TO:****CC:****RE: Treasury Board Minutes from December**

MINUTES

CITY OF REYNOLDSBURG TREASURY INVESTMENT BOARD MEETING

December 20, 2022

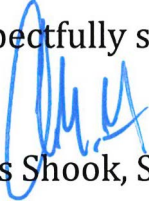
The December meeting of the Treasury Investment Board (T.I.B.) meeting, was called to order at 10:02 a.m. Members present were, Mayor Joe Begeny, City Auditor Stephen Cicak, and City Attorney Chris Shook

The Auditor presented the Meeder Monthly Investment Report dated November 30, 2022, U.S. Bank Portfolio for November 2022, The Daily Star Ohio Report for November 2022, Anticipated Cash Report for 1st quarter of 2023, Fifth Third Economic Week Report dated December 12, 2022, and U.S. Department of Labor Consumer Price Index for November 2022.

The next meeting of the T.I.B. will be Tuesday, January 17, 2023 at 10:00 a.m. in the Mayor's Conference Room.

There being no further business, this meeting adjourned at 10:14 a.m.

Respectfully submitted,

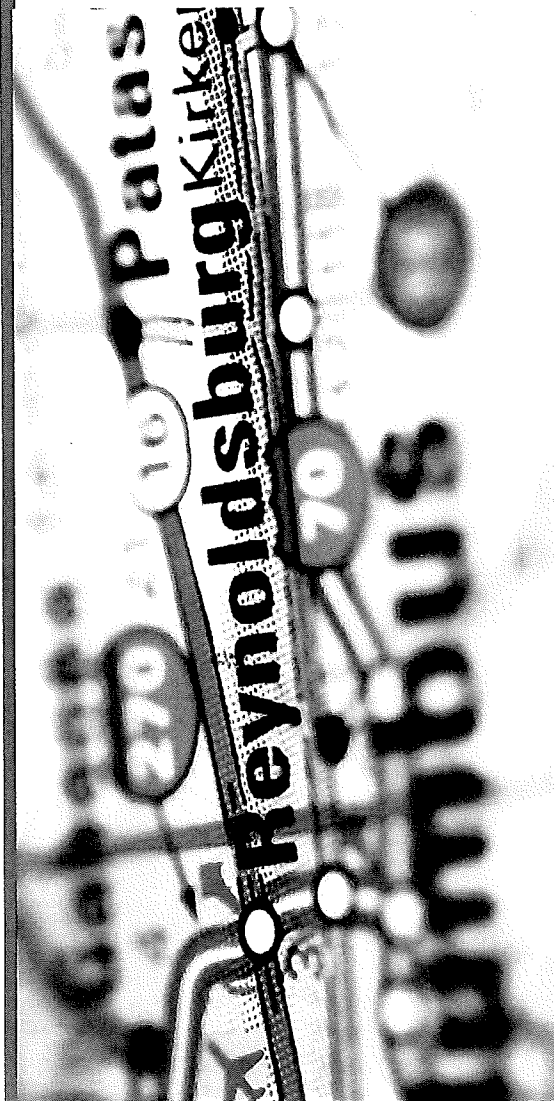

Chris Shook, Secretary

Attachment: 122022 Treasury Board (Treasury Board Minutes from December)



City of Reynoldsburg Operating Account

Monthly Investment Report
November 30, 2022

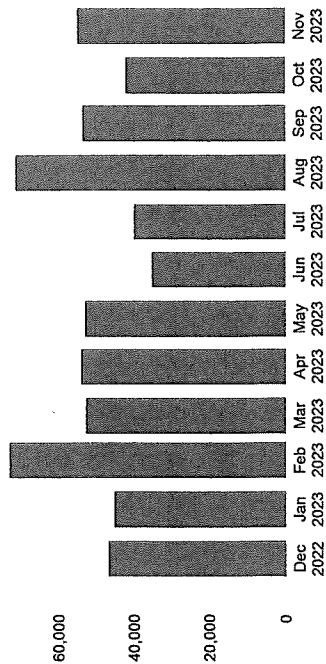


Your Investment Representative:

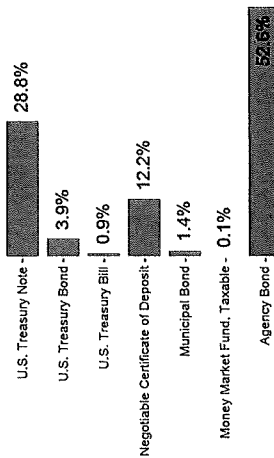
Eileen Stanic
(440) 662-8268
estanic@meederinvestment.com

For questions about your account please contact your investment representative or contact publicfundsoperations@meederinvestment.com
Dublin, Ohio | Lansing, Michigan | Long Beach, California | Austin, Texas | 866-633-3371 | www.meederpublicfunds.com

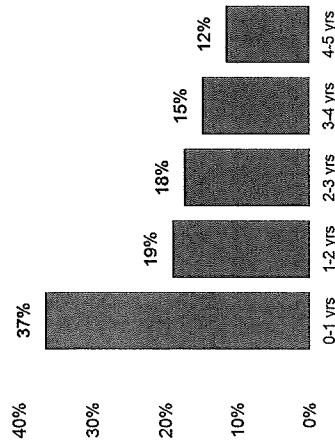
MONTHLY RECONCILIATION		PORTFOLIO CHARACTERISTICS		PROJECTED MONTHLY INCOME SCHEDULE	
Beginning Book Value	57,857,739.89	Portfolio Yield to Maturity	1.46%		
Contributions		Portfolio Effective Duration	1.93 yrs		
Withdrawals		Weighted Average Maturity	2.03 yrs		
Prior Month Custodian Fees	(456.39)				
Realized Gains/Losses	220.70				
Gross Interest Earnings	44,578.64				
Ending Book Value	57,902,082.84				



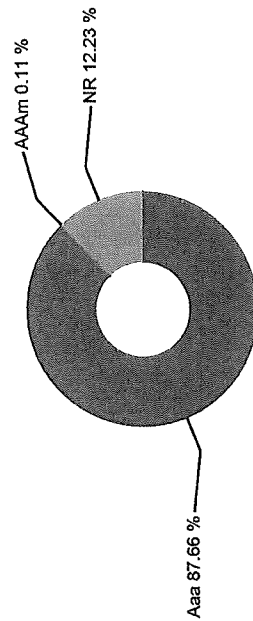
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY



City of Reynoldsburg Operating Account
PROJECTED INCOME SCHEDULE

As of November 30, 2022



CUSIP	SECURITY DESCRIPTION	Dec 2022	Jan 2023	Feb 2023	Mar 2023	Apr 2023	May 2023	Jun 2023	Jul 2023	Aug 2023	Sep 2023	Oct 2023	Nov 2023
02589ABQ4	American Express National Bank 2.000% 03/09/2027				2,450						2,490		
05465DAG3	Axos Bank 1.600% 03/27/2023	193	200	200	260								
05580AVA9	BMW Bank of North America 1.650% 02/28/2023			1,664									
066519RW1	BankUnited, FSB 1.350% 12/08/2026	838			829			847			847		
06654BCL3	Bankwell Bank 0.400% 07/28/2023		502						643				
080515CN7	Belmont Savings Bank 2.850% 04/18/2023	468	484	484	437	484							
14042RTS0	Capital One National Association 3.400% 08/17/2027			4,199						4,131			
14042TJN8	Capital One Bank (Usa), National Association 3.400% 08/17/2027			4,199						4,131			
17312QJ26	Citibank, N.A. 2.900% 04/11/2023					3,543							
254673KT2	Discover Bank 2.550% 01/10/2023		1,735										
25665QAY1	Dollar Bank Federal Savings Bank 2.850% 04/13/2023					2,842							
27002YFE1	Eagle Bancorp, Inc. 3.300% 08/18/2025	675	698	698	630	698	675	698	675	698	698	675	698
29278TNA4	EnerBank USA 1.650% 02/14/2023	338	349	847									
3130A0XE5	FHLB 3.250% 03/08/2024				8,125						8,125		
3130ADRX2	FHLB 2.625% 12/09/2022	11,433											
3130AGWK7	FHLB 1.500% 08/15/2024			3,750						3,750			
3130AK3S3	FHLB 0.300% 09/29/2023				225						300		
3130AKJR8	FHLB 0.570% 12/16/2025	2,166						2,166					
3130AKM45	FHLB 0.600% 10/29/2026		1,650						1,650				
3130AKXB7	FHLB 0.580% 02/11/2026			725						725			

City of Reynoldsburg Operating Account

PROJECTED INCOME SCHEDULE

As of November 30, 2022



CUSIP	SECURITY DESCRIPTION	Dec 2022	Jan 2023	Feb 2023	Mar 2023	Apr 2023	May 2023	Jun 2023	Jul 2023	Aug 2023	Sep 2023	Oct 2023	Nov 2023
3130AKXD3	FHLB 0.300% 02/17/2026			825						1,375			
3130AL2X1	FHLB 0.850% 02/17/2027			2,125						2,125			
3130AL5X8	FHLB 0.650% 02/24/2026			813						813			
3130ALRG1	FHLB 0.125% 03/17/2023				562								
3130AMRY0	FHLB 0.125% 06/02/2023	313						936					
3130AMSB9	FHLB 0.700% 06/16/2025	875						875					
3130AN3E8	FHLB 0.520% 07/12/2024		1,300						1,300				
3130AN4T4	FHLB 0.875% 06/12/2026	3,281						3,281					
3130ANDX5	FHLB 0.500% 08/16/2024			1,875						1,875			
3130ANHA1	FHLB 0.750% 08/26/2025			825						825			
3130ANK58	FHLB 0.450% 08/26/2024			1,249						1,249			
3130ANN71	FHLB 1.050% 08/26/2026			3,413						3,413			
3130ANW89	FHLB 1.050% 09/17/2026				2,625						2,625		
3130ANYM6	FHLB 0.125% 08/28/2023			313						1,313			
3130ANYN4	FHLB 1.000% 09/30/2026				2,125						2,125		
3130AQKJ1	FHLB 1.700% 01/28/2027		3,273						3,273				
3133EK4Y9	FFCB 1.650% 11/01/2024						4,125					4,125	
3133EK6J0	FFCB 1.625% 11/08/2024						4,063						4,063
3133EL3E2	FFCB 0.320% 08/10/2023			960						1,195			
3133EL4J0	FFCB 0.470% 08/19/2024			235						235			
3133EL6U3	FFCB 0.280% 09/14/2023				1,400						2,000		
3133EL7K4	FFCB 0.550% 09/16/2025				2,063						2,063		
3133EM2E1	FFCB 0.160% 08/10/2023			1,600						3,756			
3133EMAM4	FFCB 0.250% 09/21/2023				938						1,253		
3133EMBH4	FFCB 0.530% 09/29/2025				2,849						2,849		

PROJECTED INCOME SCHEDULE

As of November 30, 2022

M E E D E R
PUBLIC FUNDS

CUSIP	SECURITY DESCRIPTION	Dec 2022	Jan 2023	Feb 2023	Mar 2023	Apr 2023	May 2023	Jun 2023	Jul 2023	Aug 2023	Sep 2023	Oct 2023	Nov 2023
3133EMCP5	FFCB 0.520% 10/14/2025					195						195	
3133EMHF2	FFCB 0.600% 11/24/2025						975						975
3133EMND0	FFCB 0.570% 01/20/2026	285							285				
3133EMSJ2	FFCB 0.430% 03/03/2025				1,075						1,075		
3133EMTQ5	FFCB 0.700% 03/17/2025				1,750						1,750		
3133EMUK6	FFCB 1.050% 03/25/2026				2,625						2,625		
3133EMXM9	FFCB 0.125% 04/27/2023					2,053							
3133EMZP0	FFCB 0.140% 05/18/2023						1,600						
3133EMZW5	FFCB 0.730% 05/19/2025						913						913
3133EN3H1	FFCB 4.000% 11/29/2027						5,500						5,500
3133ENHA1	FFCB 1.500% 12/14/2026	750						750					
3133ENHV5	FFCB 1.390% 06/22/2026	2,780						2,780					
3133ENKS8	FFCB 1.125% 01/06/2025		2,813						2,813				
3133ENQ29	FFCB 4.000% 09/29/2027												
3134GV5F1	FMCC 0.375% 07/14/2023		563								6,500		
3134GWN44	FMCC 0.450% 09/11/2024										1,125		
3134GWP91	FMCC 0.500% 06/16/2025										1,875		
3134GWW93	FMCC 0.550% 09/30/2025										688		
3134GWZV1	FMCC 0.650% 10/22/2025						325					325	
3135G05G4	FNMA 0.250% 07/10/2023		844										
3135G06G3	FNMA 0.500% 11/07/2025								919				313
3135G0W66	FNMA 1.625% 10/15/2024											12,188	
3135GA2Z3	FNMA 0.560% 11/17/2025												672
3136G43H4	FNMA 0.400% 09/16/2024										1,000		
3136G4Z71	FNMA 0.450% 08/26/2024			1,688									

City of Reynoldsburg Operating Account
PROJECTED INCOME SCHEDULE
As of November 30, 2022



CUSIP	SECURITY DESCRIPTION	Dec 2022	Jan 2023	Feb 2023	Mar 2023	Apr 2023	May 2023	Jun 2023	Jul 2023	Aug 2023	Sep 2023	Oct 2023	Nov 2023
3137EAEV7	FMCC 0.250% 08/24/2023			313						7,953			
32056GCS7	First Internet Bancorp 2.350% 12/19/2022	499											
32110YUD5	First National Bank of America 0.650% 09/08/2025				803						816		
33846CJP0	1st Source Bank 2.850% 04/11/2023					3,197							
3531727V5	Franklin County Board of Commissioners 0.600% 06/01/2025	1,035						1,035					
549104VF1	Luana Savings Bank 0.450% 12/30/2025	562						559					
61690UQZ6	Morgan Stanley Bank, National Association 1.850% 12/26/2023	2,291						2,278					
61760A4Z9	Morgan Stanley Private Bank, National Association 1.900% 12/26/2023	2,353						2,340					
680616X95	Olentangy Local School District 0.521% 12/01/2024	1,303						1,303					
69506YTX7	Pacific Western Bank 3.150% 02/12/2024			3,906						3,843			
732329BD8	Ponce Bank 3.500% 09/15/2027	716	740	740	669	740	716	740	716	740	740	716	740
75472RAK7	Raymond James Bank, National Association 1.800% 11/08/2024						2,205						2,241
795451AM5	Sallie Mae Bank 0.400% 08/11/2023			423						837			
81768PAF3	ServisFirst Bank 1.600% 02/21/2023	327	338	712									
856283S31	State Bank of India 0.600% 02/25/2026			747						747			
856285Q95	State Bank of India 3.450% 08/16/2027			4,226						4,226			
87165FTH7	Synchrony Bank 2.700% 02/23/2023			476									
880591EW8	TNNIL 0.750% 05/15/2025						1,875						1,875

City of Reynoldsburg Operating Account
PROJECTED INCOME SCHEDULE
 As of November 30, 2022



CUSIP	SECURITY DESCRIPTION	Dec 2022	Jan 2023	Feb 2023	Mar 2023	Apr 2023	May 2023	Jun 2023	Jul 2023	Aug 2023	Sep 2023	Oct 2023	Nov 2023
88413QCJ5	Third Federal Savings and Loan Association of Cleveland 1.750% 11/13/2023					1,113	2,143						2,932
89235MKY6	Toyota Financial Savings Bank 0.900% 04/22/2026											1,119	
912796S34	UST 01/26/2023		3,729										
9128283V0	UST 2.500% 01/31/2025		3,438						3,438				
9128285P1	UST 2.875% 11/30/2023						3,594						6,689
9128285Z9	UST 2.500% 01/31/2024		3,125						3,125				
9128286G0	UST 2.375% 02/29/2024			5,938						5,938			
912828P38	UST 1.750% 01/31/2023		1,258										
912828T91	UST 1.625% 10/31/2023					5,078						5,322	
912828U24	UST 2.000% 11/15/2026						5,250		2,813				5,250
912828V80	UST 2.250% 01/31/2024		2,813										
912828X88	UST 2.375% 05/15/2027						5,938						5,938
912828Y95	UST 1.875% 07/31/2026		4,688						4,688				
912828Z78	UST 1.500% 01/31/2027		4,125						4,125				
912828ZL7	UST 0.375% 04/30/2025					1,509						1,509	
912828ZY9	UST 0.125% 07/15/2023		313						1,191				
91282CAB7	UST 0.250% 07/31/2025		625						625				
91282CAF8	UST 0.125% 08/15/2023			625						2,556			
91282CAJ0	UST 0.250% 08/31/2025			663						663			
91282CBN0	UST 0.125% 02/28/2023			12,422									1,313
91282CCF6	UST 0.750% 05/31/2026												
91282CCG4	UST 0.250% 06/15/2024	625											
91282CCJ8	UST 0.875% 06/30/2026	1,094											
91282CCK5	UST 0.125% 06/30/2023	625											

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CUSIP	SECURITY DESCRIPTION	Dec 2022	Jan 2023	Feb 2023	Mar 2023	Apr 2023	May 2023	Jun 2023	Jul 2023	Aug 2023	Sep 2023	Oct 2023	Nov 2023
91282CCL3	UST 0.375% 07/15/2024	938							938				
91282CCN9	UST 0.125% 07/31/2023	625							2,400				
91282CCT6	UST 0.375% 08/15/2024			938						938			
91282CCU3	UST 0.125% 08/31/2023			313						1,504			
91282CCW9	UST 0.750% 08/31/2026			1,875						1,875			
91282CCZ2	UST 0.875% 09/30/2026				3,281						3,281		
91282CDA6	UST 0.250% 09/30/2023				844						1,661		
91282CDZ1	UST 1.500% 02/15/2025			5,625						5,625			
91282CEF4	UST 2.500% 03/31/2027				4,688						4,688		
91282CEK3	UST 2.500% 04/30/2024					6,250						6,250	
91282CEN7	UST 2.750% 04/30/2027					7,219						7,219	
91282CET4	UST 2.625% 05/31/2027						3,938						3,938
91282CEW7	UST 3.250% 06/30/2027	10,563						10,563					
91282CFB2	UST 2.750% 07/31/2027		3,506						3,506				
91282CFU0	UST 4.125% 10/31/2027					6,188						6,188	
91282CFZ9	UST 3.875% 11/30/2027						6,781						6,781
949495AF2	Wells Fargo National Bank West 1.850% 12/30/2022	565											
949763M60	Wells Fargo Bank, National Association 1.900% 10/18/2023	386	399	399	360	399	386	399	386	399	399		509
TOTAL		47,053	45,352	73,024	52,799	54,020	52,973	35,378	40,070	71,136	53,596	42,215	54,954

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CUSIP	Security Description	Trade Date/ Settlement Date	Par Value	Principal Cost/ Purchased Interest	Total Cost	Yield at Cost	Maturity/ Duration	Market Price/ Market Value	Unrealized Gain/ (Loss)	% of Assets	Moody's/ S&P Rating
Cash and Cash Equivalents											
31846V567	First American Funds, Inc.	11/30/2022	\$60,120.49	\$60,120.49	\$60,120.49	3.63%	0.003	\$1.00	\$0.00	0.10%	AAAm
		11/30/2022					0.003	\$60,120.49			
STAROHIO	STAR Ohio XX812	11/30/2022	\$7,160,841.95	\$7,160,841.95	\$7,160,841.95	3.88%	0.003	\$1.00	\$0.00	11.52%	AAAm
		11/30/2022					0.003	\$7,160,841.95			
	SubTotal		\$7,220,962.44	\$7,220,962.44	\$7,220,962.44	3.88%		\$7,220,962.44	\$0.00	11.62%	
Agency Bond											
3130ADRX2	FHLB 2.625% 12/09/2022	3/2/2018	\$500,000.00	\$495,130.00	\$495,130.00	2.85%	0.025	\$99.96	\$4,675.00	0.80%	Aaa
		3/2/2018					0.027	\$499,805.00			AA+
3130ALRG1	FHLB 0.125% 03/17/2023	4/30/2021	\$500,000.00	\$499,750.00	\$499,750.00	0.15%	0.293	\$98.66	(\$6,455.00)	0.79%	Aaa
		5/3/2021					0.288	\$493,295.00			AA+
3133EMXM9	FFCB 0.125% 04/27/2023	4/26/2021	\$500,000.00	\$499,515.00	\$499,515.00	0.17%	0.405	\$98.09	(\$9,060.00)	0.79%	Aaa
		4/27/2021					0.398	\$490,455.00			AA+
3133EMXM9	FFCB 0.125% 04/27/2023	5/6/2021	\$1,000,000.00	\$999,370.00	\$999,370.00	0.16%	0.405	\$98.09	(\$18,460.00)	1.58%	Aaa
		5/7/2021					0.398	\$980,910.00			AA+
3133EMZP0	FFCB 0.140% 05/18/2023	5/12/2021	\$1,000,000.00	\$999,100.00	\$999,100.00	0.19%	0.463	\$97.79	(\$21,250.00)	1.57%	Aaa
		5/18/2021					0.454	\$977,850.00			AA+
3130AMRY0	FHLB 0.125% 06/02/2023	9/17/2021	\$500,000.00	\$499,376.50	\$499,376.50	0.20%	0.504	\$97.68	(\$10,956.50)	0.79%	Aaa
		9/20/2021					0.494	\$488,420.00			AA+
3135G05G4	FNMA 0.250% 07/10/2023	10/7/2021	\$675,000.00	\$674,925.08	\$674,925.08	0.26%	0.608	\$97.28	(\$18,285.08)	1.06%	Aaa
		10/8/2021					0.595	\$656,640.00			AA+
3134GV5F1	FMCC 0.375% 07/14/2023	7/6/2020	\$300,000.00	\$300,000.00	\$300,000.00	0.38%	0.619	\$97.37	(\$7,902.00)	0.47%	Aaa
		7/14/2020					0.606	\$292,098.00			AA+
3133EL3E2	FFCB 0.320% 08/10/2023	9/17/2020	\$100,000.00	\$100,000.00	\$100,000.00	0.32%	0.693	\$96.90	(\$3,103.00)	0.16%	Aaa
		9/18/2020					0.678	\$96,897.00			AA+
3133EL3E2	FFCB 0.320% 08/10/2023	8/10/2020	\$500,000.00	\$499,765.00	\$499,765.00	0.34%	0.693	\$96.90	(\$15,280.00)	0.78%	Aaa
		8/11/2020					0.678	\$484,485.00			AA+
3133EM2E1	FFCB 0.160% 08/10/2023	8/20/2021	\$2,000,000.00	\$1,997,844.00	\$1,997,844.00	0.22%	0.693	\$96.82	(\$61,424.00)	3.12%	Aaa
		8/23/2021					0.678	\$1,936,420.00			AA+
3137EAEV7	FMCC 0.250% 08/24/2023	8/10/2022	\$250,000.00	\$242,359.25	\$242,359.25	3.27%	0.732	\$96.71	(\$584.25)	0.39%	Aaa
		8/11/2022					0.716	\$241,775.00			AA+
3130ANYM6	FHLB 0.125% 08/28/2023	9/17/2021	\$500,000.00	\$499,000.00	\$499,000.00	0.23%	0.742	\$96.63	(\$15,860.00)	0.78%	Aaa
		9/20/2021					0.727	\$483,140.00			AA+

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3133EL6U3	FFCB 0.280% 09/14/2023	9/16/2020 9/17/2020	\$1,000,000.00	\$999,400.00	\$999,400.00	0.30%	0.799 0.770	\$96.30 \$963,020.00	(\$36,380.00)	1.55%	Aaa AA+
3133EMAM4	FFCB 0.250% 09/21/2023	9/22/2020 9/23/2020	\$750,000.00	\$749,685.00	\$749,685.00	0.26%	0.808 0.789	\$96.19 \$721,432.50	(\$28,252.50)	1.16%	Aaa AA+
3130AK3S3	FHLB 0.300% 09/29/2023	9/11/2020 9/29/2020	\$150,000.00	\$149,925.00	\$149,925.00	0.32%	0.830 0.810	\$96.10 \$144,142.50	(\$5,782.50)	0.23%	Aaa AA+
3130A0XE5	FHLB 3.250% 03/08/2024	8/10/2022 8/15/2022	\$500,000.00	\$499,515.00	\$499,515.00	3.31%	1.271 1.251	\$98.12 \$490,577.00	(\$8,938.00)	0.79%	Aaa AA+
3130AN3E8	FHLB 0.520% 07/12/2024	7/6/2021 7/12/2021	\$500,000.00	\$499,850.00	\$499,850.00	0.53%	1.616 1.570	\$93.17 \$465,870.00	(\$33,980.00)	0.75%	Aaa AA+
3130AGWK7	FHLB 1.500% 08/15/2024	11/6/2019 11/7/2019	\$500,000.00	\$495,935.00	\$495,935.00	1.68%	1.710 1.649	\$94.87 \$474,330.00	(\$21,605.00)	0.76%	Aaa AA+
3130ANDX5	FHLB 0.500% 08/16/2024	7/21/2021 8/16/2021	\$750,000.00	\$750,000.00	\$750,000.00	0.50%	1.712 1.664	\$92.79 \$695,955.00	(\$54,045.00)	1.12%	Aaa AA+
3133EL4J0	FFCB 0.470% 08/19/2024	8/20/2020 8/21/2020	\$100,000.00	\$100,000.00	\$100,000.00	0.47%	1.721 1.673	\$92.82 \$92,824.00	(\$7,176.00)	0.15%	Aaa AA+
3136G4Z71	FNMA 0.450% 08/26/2024	8/28/2020 8/31/2020	\$750,000.00	\$749,700.00	\$749,700.00	0.46%	1.740 1.692	\$92.70 \$695,257.50	(\$54,442.50)	1.12%	Aaa AA+
3130ANK58	FHLB 0.450% 08/26/2024	8/17/2021 8/26/2021	\$555,000.00	\$554,583.75	\$554,583.75	0.48%	1.740 1.692	\$92.62 \$514,046.55	(\$40,537.20)	0.83%	Aaa AA+
3134GWN44	FMCC 0.450% 09/11/2024	9/3/2020 9/11/2020	\$500,000.00	\$500,000.00	\$500,000.00	0.45%	1.784 1.735	\$92.59 \$462,950.00	(\$37,050.00)	0.74%	Aaa AA+
3136G43H4	FNMA 0.400% 09/16/2024	9/8/2020 9/16/2020	\$500,000.00	\$500,000.00	\$500,000.00	0.40%	1.797 1.749	\$92.40 \$462,020.00	(\$37,980.00)	0.74%	Aaa AA+
3135G0W66	FNMA 1.625% 10/15/2024	12/24/2019 12/26/2019	\$500,000.00	\$495,970.00	\$495,970.00	1.80%	1.877 1.810	\$94.60 \$472,980.00	(\$22,990.00)	0.76%	Aaa AA+
3135G0W66	FNMA 1.625% 10/15/2024	11/5/2019 11/6/2019	\$1,000,000.00	\$995,010.00	\$995,010.00	1.73%	1.877 1.810	\$94.60 \$945,960.00	(\$49,050.00)	1.52%	Aaa AA+
3133EK4Y9	FFCB 1.650% 11/01/2024	11/6/2019 11/7/2019	\$500,000.00	\$498,145.00	\$498,145.00	1.73%	1.923 1.856	\$94.76 \$473,775.00	(\$24,370.00)	0.76%	Aaa AA+
3133EK6J0	FFCB 1.625% 11/08/2024	11/6/2019 11/8/2019	\$500,000.00	\$497,545.00	\$497,545.00	1.73%	1.942 1.875	\$94.66 \$473,315.00	(\$24,230.00)	0.76%	Aaa AA+
3133ENKS8	FFCB 1.125% 01/06/2025	9/16/2022 9/19/2022	\$500,000.00	\$469,556.00 \$1,140.63	\$470,696.63	3.92%	2.104 2.028	\$93.11 \$465,570.00	(\$3,986.00)	0.75%	Aaa AA+
3133EMSJ2	FFCB 0.430% 03/03/2025	8/12/2022 8/15/2022	\$500,000.00	\$465,545.00	\$465,545.00	3.27%	2.258 2.197	\$91.38 \$456,890.00	(\$8,655.00)	0.74%	Aaa AA+



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3133EMTQ5	FFCB 0.700% 03/17/2025	3/19/2021 3/22/2021	\$500,000.00	\$499,625.00	\$499,625.00	0.72%	2.296 2.222	\$91.33 \$456,655.00	(\$42,970.00)	0.73%	Aaa AA+
880591EW8	TNNLL 0.750% 05/15/2025	8/12/2022 8/15/2022	\$500,000.00	\$467,069.50	\$467,069.50	3.27%	2.458 2.381	\$90.93 \$454,670.00	(\$12,399.50)	0.73%	Aaa AA+
3133EMZW5	FFCB 0.730% 05/19/2025	5/12/2021 5/19/2021	\$250,000.00	\$250,000.00	\$250,000.00	0.73%	2.468 2.388	\$90.88 \$227,207.50	(\$22,792.50)	0.37%	Aaa AA+
3134GWP91	FMCC 0.500% 06/16/2025	9/16/2020 9/17/2020	\$750,000.00	\$750,000.00	\$750,000.00	0.50%	2.545 2.465	\$89.95 \$674,617.50	(\$75,382.50)	1.09%	Aaa AA+
3130AMSB9	FHLB 0.700% 06/16/2021	6/3/2021 6/16/2021	\$250,000.00	\$250,000.00	\$250,000.00	0.70%	2.545 2.455	\$90.58 \$226,452.50	(\$23,547.50)	0.36%	Aaa AA+
3130ANHA1	FHLB 0.750% 08/26/2025	8/10/2021 8/26/2021	\$220,000.00	\$219,890.00	\$219,890.00	0.76%	2.740 2.640	\$90.04 \$198,081.40	(\$21,808.60)	0.32%	Aaa AA+
3133EL7K4	FFCB 0.550% 09/16/2025	9/16/2020 9/17/2020	\$750,000.00	\$750,000.00	\$750,000.00	0.55%	2.797 2.704	\$89.72 \$672,862.50	(\$77,137.50)	1.08%	Aaa AA+
3133EMBH4	FFCB 0.530% 09/29/2025	9/29/2020 10/1/2020	\$675,000.00	\$674,325.00	\$674,325.00	0.55%	2.833 2.739	\$89.20 \$602,120.25	(\$72,204.75)	0.97%	Aaa AA+
3133EMBH4	FFCB 0.530% 09/29/2025	10/1/2020 10/2/2020	\$400,000.00	\$399,600.00	\$399,600.00	0.55%	2.833 2.739	\$89.20 \$356,812.00	(\$42,788.00)	0.57%	Aaa AA+
3134GWW93	FMCC 0.550% 09/30/2025	10/7/2020 10/8/2020	\$250,000.00	\$249,878.33	\$249,878.33	0.56%	2.836 2.742	\$89.55 \$223,870.00	(\$26,008.33)	0.36%	Aaa AA+
3133EMCP5	FFCB 0.520% 10/14/2025	10/2/2020 10/14/2020	\$75,000.00	\$74,906.25	\$74,906.25	0.55%	2.874 2.779	\$89.19 \$66,888.75	(\$8,017.50)	0.11%	Aaa AA+
3134GWZV1	FMCC 0.650% 10/22/2025	10/9/2020 10/23/2020	\$100,000.00	\$100,000.00	\$100,000.00	0.65%	2.896 2.795	\$89.53 \$89,533.00	(\$10,467.00)	0.14%	Aaa AA+
3135G06G3	FNMA 0.500% 11/07/2025	3/2/2021 3/5/2021	\$125,000.00	\$124,161.25	\$124,161.25	0.65%	2.940 2.855	\$89.54 \$111,928.75	(\$12,232.50)	0.18%	Aaa AA+
3135GA2Z3	FNMA 0.560% 11/17/2025	11/5/2020 11/17/2020	\$240,000.00	\$240,000.00	\$240,000.00	0.56%	2.967 2.872	\$89.03 \$213,676.80	(\$26,323.20)	0.34%	Aaa AA+
3133EMHF2	FFCB 0.600% 11/24/2025	12/1/2020 12/2/2020	\$325,000.00	\$324,756.25	\$324,756.25	0.62%	2.986 2.885	\$88.61 \$287,966.25	(\$36,790.00)	0.46%	Aaa AA+
3130AKJR8	FHLB 0.570% 12/16/2025	12/11/2020 12/16/2020	\$650,000.00	\$649,675.00	\$649,675.00	0.58%	3.047 2.934	\$88.69 \$576,478.50	(\$73,196.50)	0.93%	Aaa AA+
3130AKJR8	FHLB 0.570% 12/16/2025	12/14/2020 12/16/2020	\$110,000.00	\$109,945.00	\$109,945.00	0.58%	3.047 2.934	\$88.69 \$97,557.90	(\$12,387.10)	0.16%	Aaa AA+
3133EMIND0	FFCB 0.570% 01/20/2026	1/11/2021 1/20/2021	\$100,000.00	\$99,850.00	\$99,850.00	0.60%	3.142 3.025	\$88.53 \$88,533.00	(\$11,317.00)	0.14%	Aaa AA+

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3130AKXB7	FHLB 0.580% 02/11/2026	2/24/2021 3/1/2021	\$250,000.00	\$249,000.00	\$249,000.00	0.66%	3.203 3.083	\$88.24 \$220,597.50	(\$28,402.50)	0.35%	Aaa AA+
3130AKXD3	FHLB 0.300% 02/17/2026	6/16/2022 6/22/2022	\$550,000.00	\$495,000.00	\$495,000.00	3.61%	3.219 3.097	\$88.57 \$487,135.00	(\$7,865.00)	0.78%	Aaa AA+
3130AL5X8	FHLB 0.650% 02/24/2026	2/9/2021 2/24/2021	\$250,000.00	\$250,000.00	\$250,000.00	0.65%	3.238 3.110	\$88.34 \$220,857.50	(\$29,142.50)	0.36%	Aaa AA+
3133EMUK6	FFCB 1.050% 03/25/2026	3/18/2021 3/25/2021	\$500,000.00	\$500,000.00	\$500,000.00	1.05%	3.318 3.150	\$89.46 \$447,275.00	(\$52,725.00)	0.72%	Aaa AA+
3130AN4T4	FHLB 0.875% 06/12/2026	9/30/2021 10/1/2021	\$750,000.00	\$747,285.00	\$747,285.00	0.95%	3.534 3.393	\$89.09 \$668,197.50	(\$79,087.50)	1.08%	Aaa AA+
3133ENHV5	FFCB 1.390% 06/22/2026	12/16/2021 12/22/2021	\$400,000.00	\$400,000.00	\$400,000.00	1.39%	3.562 3.299	\$89.91 \$359,632.00	(\$40,368.00)	0.58%	Aaa AA+
3130ANN71	FHLB 1.050% 08/26/2026	8/10/2021 8/26/2021	\$650,000.00	\$649,707.50	\$649,707.50	1.06%	3.740 3.531	\$88.24 \$573,579.50	(\$76,128.00)	0.92%	Aaa AA+
3130ANW89	FHLB 1.050% 09/17/2026	8/30/2021 9/17/2021	\$500,000.00	\$500,000.00	\$500,000.00	1.05%	3.800 3.586	\$88.09 \$440,465.00	(\$59,535.00)	0.71%	Aaa AA+
3130ANYN4	FHLB 1.000% 09/30/2026	9/15/2021 9/30/2021	\$425,000.00	\$425,000.00	\$425,000.00	1.00%	3.836 3.623	\$87.84 \$373,307.25	(\$51,692.75)	0.60%	Aaa AA+
3130AKM45	FHLB 0.600% 10/29/2026	6/29/2022 6/30/2022	\$550,000.00	\$488,658.50	\$488,658.50	3.39%	3.915 3.741	\$86.25 \$474,375.00	(\$14,283.50)	0.76%	Aaa AA+
3133ENHA1	FFCB 1.500% 12/14/2026	12/9/2021 12/14/2021	\$100,000.00	\$100,000.00	\$100,000.00	1.50%	4.041 3.677	\$89.25 \$89,247.00	(\$10,753.00)	0.14%	Aaa AA+
3130AQKJ1	FHLB 1.700% 01/28/2027	7/14/2022 7/15/2022	\$385,000.00	\$358,600.55	\$358,600.55	3.34%	4.164 3.770	\$89.26 \$343,662.55	(\$14,938.00)	0.55%	Aaa AA+
3130AL2X1	FHLB 0.850% 02/17/2027	6/29/2022 6/30/2022	\$500,000.00	\$446,700.00	\$446,700.00	3.35%	4.219 3.975	\$86.49 \$432,460.00	(\$14,240.00)	0.70%	Aaa AA+
3133ENQ29	FFCB 4.000% 09/29/2027	9/23/2022 9/30/2022	\$325,000.00	\$323,791.00 \$36.11	\$323,827.11	4.08%	4.833 4.318	\$99.64 \$323,830.00	\$39.00	0.52%	Aaa AA+
3133EN3H1	FFCB 4.000% 11/29/2027	11/22/2022 11/29/2022	\$275,000.00	\$274,065.00	\$274,065.00	4.08%	5.000 4.484	\$99.84 \$274,554.50	\$489.50	0.44%	Aaa AA+
	SubTotal		\$31,060,000.00	\$30,717,988.71 \$1,176.74	\$30,719,165.45	1.11%		\$28,948,191.95	(\$1,769,796.76)	46.58%	
Municipal Bond											
680616X95	Olentangy Local School District 0.521% 12/01/2024	9/16/2021 10/13/2021	\$500,000.00	\$500,000.00	\$500,000.00	0.52%	2.005 1.948	\$92.48 \$462,400.00	(\$37,600.00)	0.74%	AAA

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3531727V5	Franklin County Board of Commissioners 0.600% 06/01/2025	6/17/2021 7/7/2021	\$345,000.00	\$345,000.00	\$345,000.00	0.60%	2.504 2.423	\$90.54 \$312,369.90	(\$32,630.10)	0.50%	Aaa AAA
	SubTotal		\$845,000.00	\$845,000.00	\$845,000.00	0.55%		\$774,769.90	(\$70,230.10)	1.25%	
Negotiable Certificate of Deposit											
32056GCS7	First Internet Bancorp 2.350% 12/19/2022	12/7/2017 9/18/2019	\$250,000.00	\$250,000.00	\$250,000.00	2.35%	0.052 0.054	\$99.94 \$249,837.50	(\$162.50)	0.40%	
949495AF2	Wells Fargo National Bank West 1.850% 12/30/2019	12/19/2019 12/30/2019	\$249,000.00	\$248,813.25	\$248,813.25	1.88%	0.082 0.083	\$99.86 \$248,638.95	(\$174.30)	0.40%	
254673KT2	Discover Bank 2.550% 01/10/2023	1/3/2018 8/23/2019	\$135,000.00	\$135,000.00	\$135,000.00	2.55%	0.112 0.113	\$99.87 \$134,825.85	(\$174.15)	0.22%	
29278TNA4	EnerBank USA 1.650% 02/14/2023	2/12/2020 2/14/2020	\$249,000.00	\$248,502.00	\$248,502.00	1.72%	0.208 0.206	\$99.53 \$247,839.66	(\$662.34)	0.40%	
81768PAF3	ServisFirst Bank 1.600% 02/21/2023	2/12/2020 2/21/2020	\$249,000.00	\$248,626.50	\$248,626.50	1.65%	0.227 0.225	\$99.47 \$247,675.32	(\$951.18)	0.40%	
87165FTH7	Synchrony Bank 2.700% 02/23/2023	2/21/2018 9/19/2019	\$35,000.00	\$35,000.00	\$35,000.00	2.70%	0.233 0.231	\$99.69 \$34,892.90	(\$107.10)	0.06%	
05580AVA9	BMW Bank of North America 1.650% 02/28/2023	3/11/2020 3/12/2020	\$200,000.00	\$200,000.00	\$200,000.00	1.65%	0.247 0.244	\$99.40 \$198,802.00	(\$1,198.00)	0.32%	
05465DAG3	Axos Bank 1.600% 03/27/2023	2/27/2020 3/26/2020	\$147,000.00	\$146,926.50	\$146,926.50	1.62%	0.321 0.315	\$99.17 \$145,776.96	(\$1,149.54)	0.23%	
17312QJ26	Citibank, N.A. 2.900% 04/11/2023	4/4/2018 9/19/2019	\$245,000.00	\$245,000.00	\$245,000.00	2.90%	0.362 0.356	\$99.50 \$243,782.35	(\$1,217.65)	0.39%	
33646CJP0	1st Source Bank 2.850% 04/11/2023	4/6/2018 9/19/2019	\$225,000.00	\$225,000.00	\$225,000.00	2.85%	0.362 0.356	\$99.49 \$223,841.25	(\$1,158.75)	0.36%	
25665QAY1	Dollar Bank, Federal Savings Bank 2.850% 04/13/2023	4/4/2018 9/19/2019	\$200,000.00	\$200,000.00	\$200,000.00	2.85%	0.367 0.361	\$99.47 \$198,948.00	(\$1,052.00)	0.32%	
080515CN7	Belmont Savings Bank 2.850% 04/18/2023	4/16/2018 9/19/2019	\$200,000.00	\$200,000.00	\$200,000.00	2.85%	0.381 0.373	\$99.45 \$198,900.00	(\$1,100.00)	0.32%	

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06654BCL3	Bankwell Bank 0.400% 07/28/2023	7/1/2020 7/28/2020	\$249,000.00	\$248,850.60	\$248,850.60	0.42%	0.658 0.643	\$97.26 \$242,164.95	(\$6,685.65)	0.39%	
795451AM5	Sallie Mae Bank 0.400% 08/11/2023	7/30/2021 8/11/2021	\$210,000.00	\$209,580.00	\$209,580.00	0.50%	0.696 0.681	\$97.08 \$203,870.10	(\$5,709.90)	0.33%	
949763M60	Wells Fargo Bank, National Association 1.900% 10/18/2023	10/31/2019 11/4/2019	\$247,000.00	\$246,876.50	\$246,876.50	1.91%	0.882 0.856	\$97.54 \$240,923.80	(\$5,952.70)	0.39%	
88413QCJ5	Third Federal Savings and Loan Association of Cleveland 1.750% 11/13/2023	11/5/2019 11/12/2019	\$247,000.00	\$246,259.00	\$246,259.00	1.83%	0.953 0.928	\$97.20 \$240,086.47	(\$6,172.53)	0.39%	
61690UQZ6	Morgan Stanley Bank, National Association 1.850% 12/26/2023	12/23/2019 12/30/2019	\$247,000.00	\$245,765.00	\$245,765.00	1.98%	1.071 1.034	\$96.94 \$239,449.21	(\$6,315.79)	0.39%	
61760A4Z9	Morgan Stanley Private Bank, National Association 1.900% 12/26/2023	12/23/2019 12/30/2019	\$247,000.00	\$245,765.00	\$245,765.00	2.03%	1.071 1.033	\$97.00 \$239,577.65	(\$6,187.35)	0.39%	
69506YTX7	Pacific Western Bank 3.150% 02/12/2024	8/2/2022 8/11/2022	\$246,000.00	\$245,877.00 \$21.23	\$245,898.23	3.18%	1.203 1.153	\$98.06 \$241,230.06	(\$4,646.94)	0.39%	
75472RAK7	Raymond James Bank, National Association 1.800% 11/08/2024	11/5/2019 11/8/2019	\$247,000.00	\$246,506.00	\$246,506.00	1.84%	1.942 1.869	\$94.29 \$232,903.71	(\$13,602.29)	0.37%	
27002YFE1	Eagle Bancorp. Inc. 3.300% 08/18/2025	8/9/2022 8/18/2022	\$249,000.00	\$248,626.50	\$248,626.50	3.35%	2.718 2.533	\$95.83 \$238,619.19	(\$10,007.31)	0.38%	
32110YUD5	First National Bank of America 0.650% 09/08/2025	8/23/2021 9/8/2021	\$249,000.00	\$248,377.50	\$248,377.50	0.71%	2.775 2.681	\$88.99 \$221,592.57	(\$26,784.93)	0.36%	
549104VF1	Luana Savings Bank 0.450% 12/30/2025	12/22/2020 12/30/2020	\$249,000.00	\$248,103.60	\$248,103.60	0.52%	3.085 2.982	\$87.25 \$217,242.54	(\$30,861.06)	0.35%	
856283S31	State Bank of India 0.600% 02/25/2026	2/9/2021 2/25/2021	\$249,000.00	\$247,755.00	\$247,755.00	0.70%	3.241 3.127	\$87.17 \$217,060.77	(\$30,694.23)	0.35%	
89235MKY6	Toyota Financial Savings Bank 0.900% 04/22/2026	4/14/2021 4/22/2021	\$248,000.00	\$247,008.00	\$247,008.00	0.98%	3.395 3.260	\$87.58 \$217,198.40	(\$29,809.60)	0.35%	

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066519RW1	BankUnited, FSB 1.350% 12/08/2026	11/30/2021 12/10/2021	\$249,000.00	\$247,755.00	\$247,755.00	1.45%	4.025 3.747	\$87.27 \$217,312.26	(\$30,442.74)	0.35%	
02589ABQ4	American Express National Bank 2.000% 03/09/2027	3/2/2022 3/9/2022	\$247,000.00	\$245,765.00	\$245,765.00	2.11%	4.274 3.984	\$89.06 \$219,968.32	(\$25,796.68)	0.35%	
856285Q95	State Bank of India 3.450% 08/16/2027	8/9/2022 8/16/2022	\$245,000.00	\$243,775.00	\$243,775.00	3.56%	4.712 4.224	\$94.01 \$230,319.60	(\$13,455.40)	0.37%	
14042RTS0	Capital One, National Association 3.400% 08/17/2027	8/10/2022 8/17/2022	\$245,000.00	\$243,775.00	\$243,775.00	3.51%	4.715 4.230	\$93.80 \$229,800.20	(\$13,974.80)	0.37%	
14042TJN8	Capital One Bank (Usa), National Association 3.400% 08/17/2027	8/10/2022 8/17/2022	\$245,000.00	\$243,775.00	\$243,775.00	3.51%	4.715 4.230	\$93.80 \$229,800.20	(\$13,974.80)	0.37%	
732329BD8	Ponce Bank 3.500% 09/15/2027	8/30/2022 9/15/2022	\$249,000.00	\$248,626.50	\$248,626.50	3.53%	4.795 4.287	\$94.07 \$234,236.79	(\$14,389.71)	0.38%	
	SubTotal		\$7,048,000.00	\$7,031,689.45 \$21.23	\$7,031,710.68	2.10%		\$6,727,117.53	(\$304,571.92)	10.82%	
U.S. Treasury Bill											
912796S34	UST 01/26/2023	2/1/2022 2/2/2022	\$500,000.00	\$496,270.83	\$496,270.83	0.76%	0.156 0.155	\$99.36 \$496,815.00	\$544.17	0.80%	Aaa AA+
	SubTotal		\$500,000.00	\$496,270.83	\$496,270.83	0.76%		\$496,815.00	\$544.17	0.80%	
U.S. Treasury Bond											
91282CCU3	UST 0.125% 08/31/2023	8/25/2021 8/31/2021	\$500,000.00	\$498,808.59	\$498,808.59	0.24%	0.751 0.751	\$96.62 \$483,105.50	(\$15,703.09)	0.78%	Aaa AA+
91282CEK3	UST 2.500% 04/30/2024	8/12/2022 8/15/2022	\$500,000.00	\$493,789.07	\$493,789.07	3.25%	1.416 1.401	\$96.93 \$484,670.00	(\$9,119.07)	0.78%	Aaa AA+
91282CCG4	UST 0.250% 06/15/2024	8/23/2021 8/24/2021	\$500,000.00	\$497,851.56	\$497,851.56	0.40%	1.542 1.504	\$93.43 \$467,150.00	(\$30,701.56)	0.75%	Aaa AA+
9128283V0	UST 2.500% 01/31/2025	7/18/2022 7/19/2022	\$275,000.00	\$270,423.83	\$270,423.83	3.19%	2.173 2.063	\$95.97 \$263,903.75	(\$6,520.08)	0.42%	Aaa AA+
912828Y95	UST 1.875% 07/31/2026	6/29/2022 6/30/2022	\$500,000.00	\$475,585.94	\$475,585.94	3.16%	3.668 3.458	\$92.36 \$461,795.00	(\$13,790.94)	0.74%	Aaa AA+
	SubTotal		\$2,275,000.00	\$2,236,458.99	\$2,236,458.99	1.94%		\$2,160,624.25	(\$75,834.74)	3.48%	

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U.S. Treasury Note											
912828P38	UST 1.750% 01/31/2023	3/29/2022 3/30/2022	\$175,000.00	\$175,273.44	\$175,273.44	1.56%	0.170 0.169	\$99.59 \$174,286.00	(\$987.44)	0.28%	Aaa AA+
91282CBN0	UST 0.125% 02/28/2023	9/14/2022 9/15/2022	\$750,000.00	\$738,046.88 \$38.85	\$738,085.73	3.66%	0.247 0.244	\$98.95 \$742,110.00	\$4,063.12	1.19%	Aaa AA+
91282CCK5	UST 0.125% 06/30/2023	8/24/2021 8/25/2021	\$1,000,000.00	\$998,515.63	\$998,515.63	0.21%	0.581 0.569	\$97.37 \$973,710.00	(\$24,805.63)	1.57%	Aaa AA+
912828ZV9	UST 0.125% 07/15/2023	8/25/2021 8/26/2021	\$500,000.00	\$499,121.09	\$499,121.09	0.22%	0.622 0.609	\$97.17 \$485,860.00	(\$13,261.09)	0.78%	Aaa AA+
91282CCN9	UST 0.125% 07/31/2023	8/19/2021 8/20/2021	\$1,000,000.00	\$998,225.00	\$998,225.00	0.22%	0.666 0.652	\$96.97 \$969,650.00	(\$28,575.00)	1.56%	Aaa AA+
91282CAF8	UST 0.125% 08/15/2023	8/20/2021 8/23/2021	\$1,000,000.00	\$998,068.80	\$998,068.80	0.22%	0.707 0.692	\$96.80 \$968,010.00	(\$30,058.80)	1.56%	Aaa AA+
91282CDA6	UST 0.250% 09/30/2023	9/28/2021 9/30/2021	\$675,000.00	\$674,182.62	\$674,182.62	0.31%	0.833 0.814	\$96.32 \$650,133.00	(\$24,049.62)	1.05%	Aaa AA+
912828T91	UST 1.625% 10/31/2023	12/30/2019 12/31/2019	\$625,000.00	\$624,755.86	\$624,755.86	1.64%	0.918 0.894	\$97.23 \$607,712.50	(\$17,043.36)	0.98%	Aaa AA+
9128285P1	UST 2.875% 11/30/2023	9/16/2022 9/19/2022	\$250,000.00	\$246,904.30	\$246,904.30	3.94%	1.000 0.958	\$98.20 \$245,497.50	(\$1,406.80)	0.39%	Aaa AA+
912828V80	UST 2.250% 01/31/2024	8/15/2022 8/16/2022	\$250,000.00	\$246,582.03 \$244.57	\$246,826.60	3.22%	1.170 1.127	\$97.16 \$242,900.00	(\$3,682.03)	0.39%	Aaa AA+
9128285Z9	UST 2.500% 01/31/2024	9/16/2022 9/19/2022	\$250,000.00	\$245,224.61 \$849.18	\$246,073.79	3.95%	1.170 1.125	\$97.43 \$243,575.00	(\$1,649.61)	0.39%	Aaa AA+
9128286G0	UST 2.375% 02/29/2024	9/16/2022 9/19/2022	\$500,000.00	\$489,062.50 \$623.27	\$489,685.77	3.94%	1.249 1.204	\$97.13 \$485,645.00	(\$3,417.50)	0.78%	Aaa AA+
91282CCL3	UST 0.375% 07/15/2024	7/29/2021 7/30/2021	\$500,000.00	\$499,921.88	\$499,921.88	0.38%	1.625 1.582	\$93.38 \$466,915.00	(\$33,006.88)	0.75%	Aaa AA+
91282CCT6	UST 0.375% 08/15/2024	8/23/2021 8/24/2021	\$500,000.00	\$499,082.03	\$499,082.03	0.44%	1.710 1.666	\$93.08 \$465,410.00	(\$33,672.03)	0.75%	Aaa AA+
91282CDZ1	UST 1.500% 02/15/2025	7/25/2022 7/26/2022	\$250,000.00	\$240,634.77	\$240,634.77	3.03%	2.214 2.127	\$93.82 \$234,550.00	(\$6,084.77)	0.38%	Aaa AA+
91282CDZ1	UST 1.500% 02/15/2025	9/16/2022 9/19/2022	\$500,000.00	\$472,832.03 \$713.32	\$473,545.35	3.89%	2.214 2.127	\$93.82 \$469,100.00	(\$3,732.03)	0.75%	Aaa AA+
912828ZL7	UST 0.375% 04/30/2025	8/26/2021 8/27/2021	\$805,000.00	\$797,924.80	\$797,924.80	0.62%	2.416 2.354	\$90.99 \$732,453.40	(\$65,471.40)	1.18%	Aaa AA+



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91282CAB7	UST 0.250% 07/31/2025	8/23/2021 8/24/2021	\$500,000.00	\$492,753.91	\$492,753.91	0.62%	2.668 2.601	\$89.96 \$449,785.00	(\$42,968.91)	0.72%	Aaa AA+
91282CAJ0	UST 0.250% 08/31/2025	8/10/2021 8/11/2021	\$530,000.00	\$520,932.03	\$520,932.03	0.68%	2.753 2.684	\$89.61 \$474,948.90	(\$45,983.13)	0.76%	Aaa AA+
91282CCF6	UST 0.750% 05/31/2026	7/6/2021 7/7/2021	\$350,000.00	\$349,398.44	\$349,398.44	0.79%	3.501 3.371	\$88.93 \$311,269.00	(\$38,129.44)	0.50%	Aaa AA+
91282CCJ8	UST 0.875% 06/30/2026	6/29/2021 6/30/2021	\$250,000.00	\$249,707.03	\$249,707.03	0.90%	3.584 3.442	\$89.14 \$222,852.50	(\$26,854.53)	0.36%	Aaa AA+
91282CCW9	UST 0.750% 08/31/2026	9/1/2021 9/2/2021	\$500,000.00	\$499,277.34	\$499,277.34	0.78%	3.753 3.618	\$88.34 \$441,680.00	(\$57,597.34)	0.71%	Aaa AA+
91282CCZ2	UST 0.875% 09/30/2026	9/28/2021 9/30/2021	\$750,000.00	\$745,048.83	\$745,048.83	1.01%	3.836 3.689	\$88.58 \$664,335.00	(\$80,713.83)	1.07%	Aaa AA+
912828U24	UST 2.000% 11/15/2026	6/29/2022 6/30/2022	\$525,000.00	\$499,652.34	\$499,652.34	3.19%	3.962 3.737	\$92.33 \$484,743.00	(\$14,909.34)	0.78%	Aaa AA+
912828Z78	UST 1.500% 01/31/2027	6/29/2022 6/30/2022	\$550,000.00	\$510,941.41	\$510,941.41	3.18%	4.173 3.945	\$90.20 \$496,116.50	(\$14,824.91)	0.80%	Aaa AA+
91282CEF4	UST 2.500% 03/31/2027	6/29/2022 6/30/2022	\$375,000.00	\$364,042.97	\$364,042.97	3.17%	4.334 4.022	\$93.89 \$352,091.25	(\$11,951.72)	0.57%	Aaa AA+
91282CEN7	UST 2.750% 04/30/2027	4/28/2022 5/2/2022	\$525,000.00	\$521,411.13	\$521,411.13	2.90%	4.416 4.175	\$94.84 \$497,889.00	(\$23,522.13)	0.80%	Aaa AA+
912828X88	UST 2.375% 05/15/2027	6/9/2022 6/10/2022	\$500,000.00	\$483,593.75	\$483,593.75	3.10%	4.458 4.153	\$93.25 \$466,250.00	(\$17,343.75)	0.75%	Aaa AA+
91282CET4	UST 2.625% 05/31/2027	6/29/2022 6/30/2022	\$300,000.00	\$292,734.38	\$292,734.38	3.16%	4.501 4.120	\$94.35 \$283,044.00	(\$9,690.38)	0.46%	Aaa AA+
91282CEW7	UST 3.250% 06/30/2027	9/16/2022 9/19/2022	\$650,000.00	\$638,294.92 \$4,649.79	\$642,944.71	3.66%	4.584 4.142	\$96.84 \$629,460.00	(\$8,834.92)	1.01%	Aaa AA+
91282CFB2	UST 2.750% 07/31/2027	8/12/2022 8/15/2022	\$255,000.00	\$252,679.10 \$285.83	\$252,964.93	2.95%	4.668 4.272	\$94.72 \$241,533.45	(\$11,145.65)	0.39%	Aaa AA+
91282CFU0	UST 4.125% 10/31/2027	10/27/2022 10/31/2022	\$300,000.00	\$300,316.41	\$300,316.41	4.10%	4.921 4.397	\$100.67 \$302,016.00	\$1,699.59	0.49%	Aaa AA+
91282CFZ9	UST 3.875% 11/30/2027	11/23/2022 11/30/2022	\$350,000.00	\$349,412.11	\$349,412.11	3.91%	5.003 4.593	\$99.75 \$349,125.00	(\$287.11)	0.56%	Aaa AA+
	SubTotal		\$16,740,000.00	\$16,514,554.37 \$7,404.81	\$16,521,959.18	1.81%		\$15,824,656.00	(\$689,898.37)	25.46%	
Grand Total			\$65,688,962.44	\$65,062,924.79 \$8,602.78	\$65,071,527.57	1.74%		\$62,153,137.07	(\$2,909,787.72)	100.00%	

City of Reynoldsburg Operating Account
TRANSACTION STATEMENT
As of November 30, 2022



Transaction Type	Trade Date	Settlement Date	CUSIP	Security Description	Par Value	Principal Amount	Purchased Interest	Total Cost	Yield at Cost
Purchase									
Purchase	11/22/2022	11/29/2022	3133EN3H1	FFCB 4.000% 11/29/2027	275,000.00	274,065.00		274,065.00	4.08%
Purchase	11/23/2022	11/30/2022	91282CFZ9	UST 3.875% 11/30/2027	350,000.00	349,412.11		349,412.11	3.91%
Total					625,000.00	623,477.11		623,477.11	

Transaction Type	Trade Date	Settlement Date	CUSIP	Security Description	Par Value	Principal Cost	Total Proceeds	Realized Gain/Loss
Maturity								
Maturity	11/15/2022	11/15/2022	912828TY6	UST 1.625% 11/15/2022	250,000.00	251,884.77	250,000.00	(1,884.77)
Maturity	11/30/2022	11/30/2022	91282CAX9	UST 0.125% 11/30/2022	350,000.00	347,894.53	350,000.00	2,105.47
Total					600,000.00	599,779.30	600,000.00	220.70

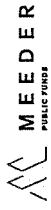
Transaction Type	Payment Date	Settlement Date	CUSIP	Security Description	Interest Received
Interest/Dividends					
Interest/Dividends	11/1/2022	11/1/2022	3133EK4Y9	FFCB 1.650% 11/01/2024	4,125.00
Interest/Dividends	11/1/2022	11/1/2022	31846V567	First American Funds, Inc.	144.58
Interest/Dividends	11/7/2022	11/7/2022	3135G06G3	FNMA 0.500% 11/07/2025	312.50
Interest/Dividends	11/8/2022	11/8/2022	3133EK6J0	FFCB 1.625% 11/08/2024	4,062.50
Interest/Dividends	11/8/2022	11/8/2022	75472RAK7	Raymond James Bank, National Association 1.800% 11/08/2024	2,241.27
Interest/Dividends	11/14/2022	11/14/2022	29278TNA4	EnerBank USA 1.650% 02/14/2023	348.94
Interest/Dividends	11/14/2022	11/14/2022	88413QCJ5	Third Federal Savings and Loan Association of Cleveland 1.750% 11/13/2023	2,179.01

City of Reynoldsburg Operating Account
TRANSACTION STATEMENT
As of November 30, 2022



Transaction Type	Payment Date	Settlement Date	CUSIP	Security Description	Interest Received
Interest/Dividends	11/15/2022	11/15/2022	912828TY6	UST 1.625% 11/15/2022	2,031.25
Interest/Dividends	11/15/2022	11/15/2022	912828U24	UST 2.000% 11/15/2026	5,250.00
Interest/Dividends	11/15/2022	11/15/2022	880591EW8	TNNLL 0.750% 05/15/2025	1,875.00
Interest/Dividends	11/15/2022	11/15/2022	912828X88	UST 2.375% 05/15/2027	5,937.50
Interest/Dividends	11/15/2022	11/15/2022	732329BD8	Ponce Bank 3.500% 09/15/2027	740.18
Interest/Dividends	11/17/2022	11/17/2022	3135GA2Z3	FNMA 0.560% 11/17/2025	672.00
Interest/Dividends	11/18/2022	11/18/2022	32056GCS7	First Internet Bancorp 2.350% 12/19/2022	498.97
Interest/Dividends	11/18/2022	11/18/2022	080515CN7	Belmont Savings Bank 2.850% 04/18/2023	484.11
Interest/Dividends	11/18/2022	11/18/2022	949763M60	Wells Fargo Bank, National Association 1.900% 10/18/2023	398.58
Interest/Dividends	11/18/2022	11/18/2022	3133EMZP0	FFCB 0.140% 05/18/2023	700.00
Interest/Dividends	11/18/2022	11/18/2022	27002YFE1	Eagle Bancorp, Inc. 3.300% 08/18/2025	697.88
Interest/Dividends	11/21/2022	11/21/2022	81768PAF3	ServisFirst Bank 1.600% 02/21/2023	338.37
Interest/Dividends	11/21/2022	11/21/2022	3133EMZW5	FFCB 0.730% 05/19/2025	912.50
Interest/Dividends	11/25/2022	11/25/2022	3133EMHF2	FFCB 0.600% 11/24/2025	975.00
Interest/Dividends	11/28/2022	11/28/2022	05465DAG3	Axos Bank 1.500% 03/27/2023	199.76
Interest/Dividends	11/30/2022	11/30/2022	9128285P1	UST 2.875% 11/30/2023	3,593.75
Interest/Dividends	11/30/2022	11/30/2022	949495AF2	Wells Fargo National Bank West 1.850% 12/30/2022	391.24
Interest/Dividends	11/30/2022	11/30/2022	91282CAX9	UST 0.125% 11/30/2022	218.75
Interest/Dividends	11/30/2022	11/30/2022	91282CCF6	UST 0.750% 05/31/2026	1,312.50

City of Reynoldsburg Operating Account
TRANSACTION STATEMENT
 As of November 30, 2022



Transaction Type	Payment Date	Settlement Date	GUSIP	Security Description	Interest Received
Interest/Dividends	11/30/2022	11/30/2022	91282CET4	UST 2.625% 05/31/2027	3,937.50
Total					44,578.64

Transaction Type	Trade Date	Settlement Date	Transaction Description	Amount
Custodian Fee				
Custodian Fee	11/28/2022	11/28/2022	Cash Out	(456.39)
Total				(456.39)



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 ADMINISTERED BY
ROBERT SPRAGUE
 CREDIT TREASURER

1-800-445-STAR (7827) | P.O. Box 7177 Dublin, OH 43017 | info@starohio.com

Factor and Report Sheet for November

Date	Factor	Daily Rate
11/01/2022	0.0000862710	3.150000
11/02/2022	0.0000867370	3.170000
11/03/2022	0.0000911770	3.330000
11/04/2022	0.0002903550	3.530000
11/07/2022	0.0001003910	3.660000
11/08/2022	0.0001006480	3.670000
11/09/2022	0.0001014890	3.700000
11/10/2022	0.0004062160	3.710000
11/14/2022	0.0001018690	3.720000
11/15/2022	0.0001025070	3.740000
11/16/2022	0.0001025720	3.740000
11/17/2022	0.0001032360	3.770000
11/18/2022	0.0003113040	3.790000
11/21/2022	0.0001042360	3.800000
11/22/2022	0.0001046560	3.820000
11/23/2022	0.0002100700	3.830000
11/25/2022	0.0003156720	3.840000
11/28/2022	0.0001056690	3.860000
11/29/2022	0.0001059840	3.870000
11/30/2022	0.0001063270	3.880000

The Average Rate for the current month is 3.68

City of Reynoldsburg
7232 East Main Street
Reynoldsburg, OH 43068
<https://www.reynoldsburg.gov/>

Anticipated Cash Report

Next Income Payment Date	Asset Short Name	Principal Amount	Income Amount
12/21/2022	SERVISFIRST BANK C D 1.600% 2/21/23	\$0.00	\$327.45
12/22/2022	F F C B DEB 1.390% 6/22/26	\$0.00	\$2,780.00
12/26/2022	AXOS BANK C D 1.600% 3/27/23	\$0.00	\$193.31
12/26/2022	MORGAN STANLEY C D 1.850% 12/26/23	\$0.00	\$2,291.01
12/26/2022	MORGAN STANLEY C D 1.900% 12/26/23	\$0.00	\$2,352.93
12/30/2022	LUANA SVGS BK C D 0.450% 12/30/25	\$0.00	\$561.78
12/30/2022	WELLS FARGO NATL C D 1.850% 12/30/22	\$0.00	\$378.62
12/30/2022	WELLS FARGO NATL C D 1.850% 12/30/22	\$249,000.00	\$0.00
12/31/2022	U S TREASURY NT 0.125% 6/30/23	\$0.00	\$625.00
12/31/2022	U S TREASURY NT 0.875% 6/30/26	\$0.00	\$1,093.75
12/31/2022	U S TREASURY NT 3.250% 6/30/27	\$0.00	\$10,562.50
1/1/2023	FIRST AM GOVT OB FD CL Z	\$0.00	\$382.39
1/6/2023	F F C B DEB 1.125% 1/06/25	\$0.00	\$2,812.50
1/10/2023	DISCOVER BK C D 2.550% 1/10/23	\$0.00	\$1,735.40
1/10/2023	F N M A 0.250% 7/10/23	\$0.00	\$843.75
1/10/2023	DISCOVER BK C D 2.550% 1/10/23	\$135,000.00	\$0.00
1/12/2023	F H L B DEB 0.520% 7/12/24	\$0.00	\$1,300.00
1/14/2023	ENERBANK USA C D 1.650% 2/14/23	\$0.00	\$348.94

Attachment: 122022 Treasury Board (Treasury Board Minutes from December)

1/14/2023	F H L M C M T N 0.375% 7/14/23	\$0.00	\$562.50
1/15/2023	PONCE DE LEON C D 3.500% 9/15/27	\$0.00	\$740.18
1/15/2023	U S TREASURY NT 0.125% 7/15/23	\$0.00	\$312.50
1/15/2023	U S TREASURY NT 0.375% 7/15/24	\$0.00	\$937.50
1/18/2023	BELMONT SAVING C D 2.850% 4/18/23	\$0.00	\$484.11
1/18/2023	EAGLEBANK C D 3.300% 8/18/25	\$0.00	\$697.88
1/18/2023	WELLS FARGO BK C D 1.900% 10/18/23	\$0.00	\$398.58
1/20/2023	F F C B DEB 0.570% 1/20/26	\$0.00	\$285.00
1/21/2023	SERVISFIRST BANK C D 1.600% 2/21/23	\$0.00	\$338.37
1/26/2023	U S TREASURY BILL 1/26/23	\$0.00	\$3,729.17
1/26/2023	U S TREASURY BILL 1/26/23	\$496,270.83	\$0.00
1/26/2023	AXOS BANK C D 1.600% 3/27/23	\$0.00	\$199.76
1/28/2023	BANKWELL BK NEW C D 0.400% 7/28/23	\$0.00	\$502.09
1/28/2023	F H L B DEB 1.700% 1/28/27	\$0.00	\$3,272.50
1/29/2023	F H L B DEB 0.600% 10/29/26	\$0.00	\$1,650.00
1/31/2023	U S TREASURY NT 0.125% 7/31/23	\$0.00	\$625.00
1/31/2023	U S TREASURY NT 0.250% 7/31/25	\$0.00	\$625.00
1/31/2023	U S TREASURY NT 1.500% 1/31/27	\$0.00	\$4,125.00
1/31/2023	U S TREASURY NT 1.750% 1/31/23	\$0.00	\$1,531.25
1/31/2023	U S TREASURY NT 1.875% 7/31/26	\$0.00	\$4,687.50

1/31/2023	U S TREASURY NT 2.250% 1/31/24	\$0.00	\$2,812.50
1/31/2023	U S TREASURY NT 2.500% 1/31/24	\$0.00	\$3,125.00
1/31/2023	U S TREASURY NT 2.500% 1/31/25	\$0.00	\$3,437.50
1/31/2023	U S TREASURY NT 2.750% 7/31/27	\$0.00	\$3,506.25
1/31/2023	U S TREASURY NT 1.750% 1/31/23	\$175,000.00	\$0.00
2/1/2023	FIRST AM GOVT OB FD CL Z	\$0.00	\$382.39
2/10/2023	F F C B DEB 0.160% 8/10/23	\$0.00	\$1,600.00
2/10/2023	F F C B DEB 0.320% 8/10/23	\$0.00	\$960.00
2/10/2023	PACIFIC WESTN C D	\$0.00	\$3,906.35
2/11/2023	F H L B DEB 0.580% 2/11/26	\$0.00	\$725.00
2/11/2023	SALLIE MAE BK C D 0.400% 8/11/23	\$0.00	\$420.00
2/14/2023	ENERBANK USA C D 1.650% 2/14/23	\$0.00	\$348.94
2/14/2023	ENERBANK USA C D 1.650% 2/14/23	\$249,000.00	\$0.00
2/15/2023	F H L B DEB 1.500% 8/15/24	\$0.00	\$3,750.00
2/15/2023	PONCE DE LEON C D 3.500% 9/15/27	\$0.00	\$740.18
2/15/2023	U S TREASURY NT 0.125% 8/15/23	\$0.00	\$625.00
2/15/2023	U S TREASURY NT 0.375% 8/15/24	\$0.00	\$937.50
2/15/2023	U S TREASURY NT 1.500% 2/15/25	\$0.00	\$5,625.00
2/16/2023	F H L B DEB	\$0.00	\$1,875.00
2/16/2023	STATE BK INDIA C D 3.450% 8/16/27	\$0.00	\$4,260.99
2/17/2023	CAPITAL ONE BK C D 3.400% 8/17/27	\$0.00	\$4,199.23

2/17/2023	CAPITAL ONE C D 8/17/27	3.400%	\$0.00	\$4,199.23
2/17/2023	F H L B DEB 2/17/26	0.250%	\$0.00	\$687.50
2/17/2023	F H L B DEB 2/17/27	0.850%	\$0.00	\$2,125.00
2/18/2023	BELMONT SAVING C D 4/18/23	2.850%	\$0.00	\$484.11
2/18/2023	EAGLEBANK C D 8/18/25	3.300%	\$0.00	\$697.88
2/18/2023	WELLS FARGO BK C D 10/18/23	1.900%	\$0.00	\$398.58
2/19/2023	F F C B DEB 8/19/24	0.470%	\$0.00	\$235.00
2/21/2023	SERVISFIRST BANK C D 1.600% 2/21/23		\$0.00	\$338.37
2/21/2023	SERVISFIRST BANK C D 1.600% 2/21/23		\$249,000.00	\$0.00
2/23/2023	SYNCHRONY BANK C D 2.700% 2/23/23		\$0.00	\$472.50
2/23/2023	SYNCHRONY BANK C D 2.700% 2/23/23		\$35,000.00	\$0.00
2/24/2023	F H L B DEB 2/24/26	0.650%	\$0.00	\$812.50
2/24/2023	F H L M C MTN 8/24/23	0.250%	\$0.00	\$312.50
2/25/2023	STATE BK INDIA C D 2/25/26	0.600%	\$0.00	\$753.14
2/26/2023	AXOS BANK C D 3/27/23	1.600%	\$0.00	\$199.76
2/26/2023	F H L B DEB 8/26/24	0.450%	\$0.00	\$1,248.75
2/26/2023	F H L B DEB 8/26/25	0.750%	\$0.00	\$825.00
2/26/2023	F H L B DEB 8/26/26	1.050%	\$0.00	\$3,412.50
2/26/2023	F N M A MTN 8/26/24	0.450%	\$0.00	\$1,687.50
2/28/2023	BMW BK NORTH C D 2/28/23	1.650%	\$0.00	\$1,663.56

2/28/2023	F H L B DEB 0.125% 8/28/23	\$0.00	\$312.50
2/28/2023	U S TREASURY NT 0.125% 2/28/23	\$0.00	\$468.75
2/28/2023	U S TREASURY NT 0.125% 8/31/23	\$0.00	\$312.50
2/28/2023	U S TREASURY NT 0.250% 8/31/25	\$0.00	\$662.50
2/28/2023	U S TREASURY NT 0.750% 8/31/26	\$0.00	\$1,875.00
2/28/2023	U S TREASURY NT 2.375% 2/29/24	\$0.00	\$5,937.50
2/28/2023	BMW BK NORTH C D 1.650% 2/28/23	\$200,000.00	\$0.00
2/28/2023	U S TREASURY NT 0.125% 2/28/23	\$750,000.00	\$0.00
3/1/2023	FIRST AM GOVT OB FD CL Z	\$0.00	\$382.39
3/3/2023	F F C B DEB 0.430% 3/03/25	\$0.00	\$1,075.00
3/8/2023	BANKUNITED NATL C D 1.350% 12/08/26	\$0.00	\$828.86
3/8/2023	F H L B DEB 3.250% 3/08/24	\$0.00	\$8,125.00
3/8/2023	FIRST NATL BK C D 0.650% 9/08/25	\$0.00	\$802.60
3/9/2023	AMERICAN EXPRESS C D 2.000% 3/09/27	\$0.00	\$2,449.70
3/11/2023	F H L M C MTN 0.450% 9/11/24	\$0.00	\$1,125.00
3/14/2023	F F C B DEB 0.280% 9/14/23	\$0.00	\$1,400.00
3/15/2023	PONCE DE LEON C D 3.500% 9/15/27	\$0.00	\$668.55
3/16/2023	F F C B DEB 0.550% 9/16/25	\$0.00	\$2,062.50
3/16/2023	F H L M C MTN 0.500% 6/16/25	\$0.00	\$1,875.00
3/16/2023	F N M A 0.400% 9/16/24	\$0.00	\$1,000.00
3/17/2023	F F C B DEB 0.700% 3/17/25	\$0.00	\$1,750.00
3/17/2023	F H L B DEB 0.125% 3/17/23	\$0.00	\$312.50

3/17/2023	F H L B DEB 9/17/26	1.050%	\$0.00	\$2,625.00
3/17/2023	F H L B DEB 3/17/23	0.125%	\$500,000.00	\$0.00
3/18/2023	BELMONT SAVING C D 4/18/23	2.850%	\$0.00	\$437.26
3/18/2023	EAGLEBANK C D 8/18/25	3.300%	\$0.00	\$630.35
3/18/2023	WELLS FARGO BK C D 10/18/23	1.900%	\$0.00	\$360.01
3/21/2023	F F C B DEB 9/21/23	0.250%	\$0.00	\$937.50
3/25/2023	F F C B DEB 3/25/26	1.050%	\$0.00	\$2,625.00
3/26/2023	AXOS BANK C D 3/27/23	1.600%	\$0.00	\$186.87
3/27/2023	AXOS BANK C D 3/27/23	1.600%	\$147,000.00	\$0.00
3/29/2023	F F C B DEB 9/29/25	0.530%	\$0.00	\$2,848.75
3/29/2023	F F C B DEB 9/29/27	4.000%	\$0.00	\$6,500.00
3/29/2023	F H L B DEB 9/29/23	0.300%	\$0.00	\$225.00
3/30/2023	F H L B DEB 9/30/26	1.000%	\$0.00	\$2,125.00
3/30/2023	F H L M C M T N 9/30/25	0.550%	\$0.00	\$687.50
3/31/2023	U S TREASURY NT 9/30/23	0.250%	\$0.00	\$843.75
3/31/2023	U S TREASURY NT 9/30/26	0.875%	\$0.00	\$3,281.25
3/31/2023	U S TREASURY NT 3/31/27	2.500%	\$0.00	\$4,687.50
4/1/2023	FIRST AM GOVT OB FD CL Z		\$0.00	\$382.39
			\$ 3,185,270.83	\$ 180,892.41 \$ 3,366,163.24

**U.S. Bank Pivot
Anticipated Cash Report**

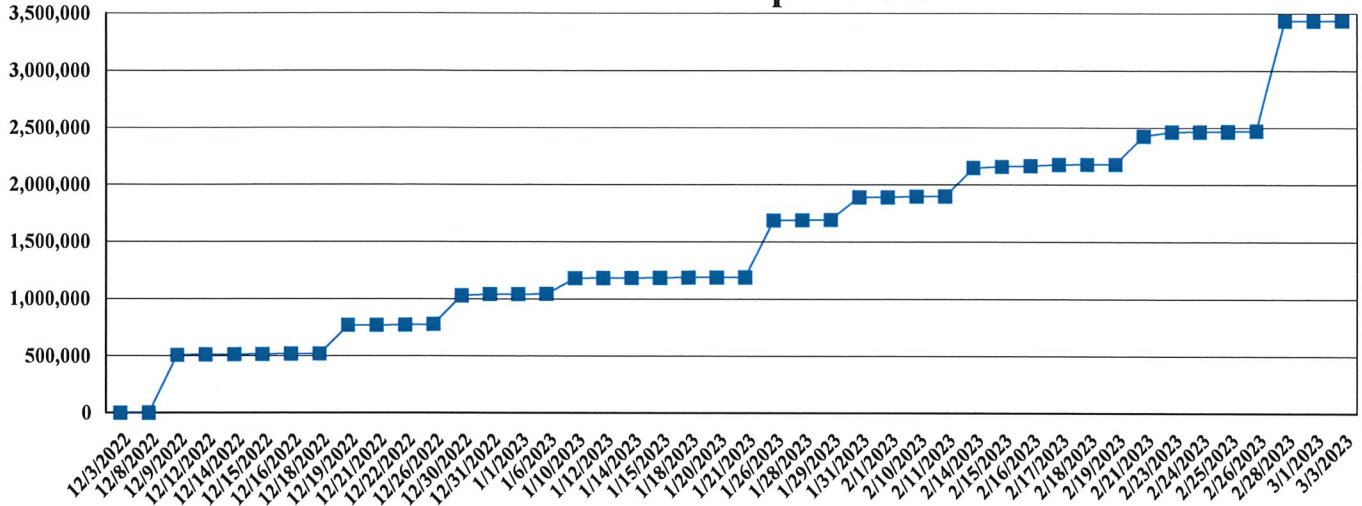
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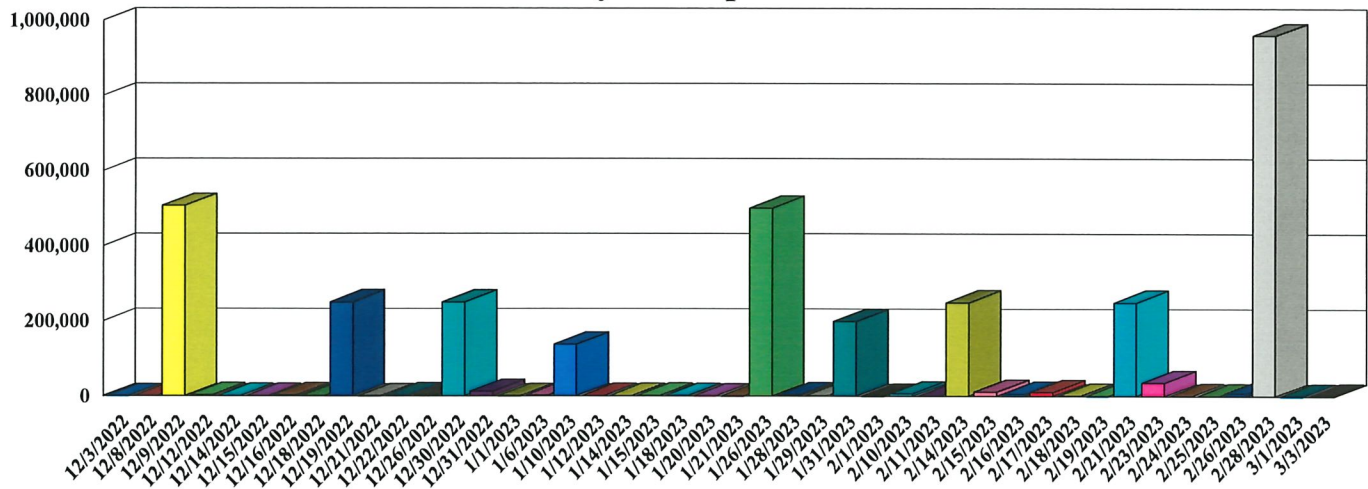
Name: CITY OF REYNOLDSBURG

Date	Type	Description	Balance	Portfolio
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Cumulative Anticipated Cash

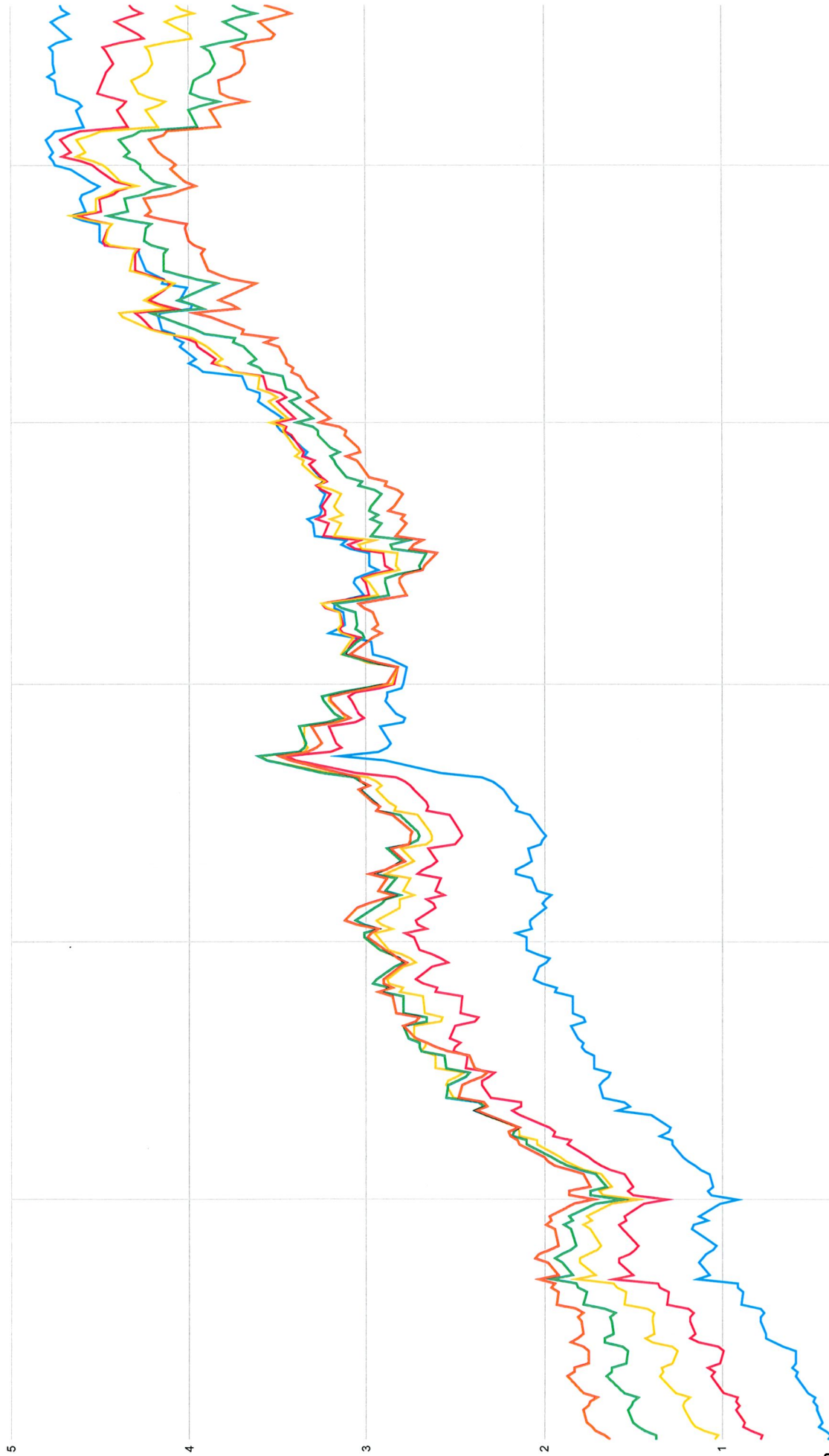


Daily Anticipated Cash



Attachment: 122022 Treasury Board (Treasury Board Minutes from December)

1 Yr 2 Yr 3 Yr 5 Yr 10 Yr





December 12, 2022

Economic Week @ a Glance

Security/Index	Index Value	1-Week Change	1 Week Return %.
S&P 500	3934.38	-137.32	-3.37%
10-Yr Treasury	3.58%	+9 bps	+2.53%
2s/10s Treasury Spread	77 bps	-1 bps	Back End Steepening
FF s-2s Spread	51 bps	+7 bps	Front End Widening
BOA Muni Index	593.86	+1.41	+0.24%
BOA US Broad Index	295.24	-1.18	-0.40%
BOA Corporate Index	3036.77	-5.09	0.17%
BOA Mortgage Index	2040.96	-14.5	-0.71%

Source: Bloomberg

Reviewing Last Week

- Newly released economic data continues to paint a very mixed picture for the current US economy. On one hand, the resilience in the labor markets evidenced by the nonfarm payroll number surprise and overall volume of newly created jobs has often been overshadowed by the decreasing amount of manufacturing activity and service activity evidenced by the release of the November ISM index.
- Further complicating the matter, consistent hawkish rhetoric by a variety of Fed speakers contradicts a flood of recent well known US Corporate CEOs warning that a deeper than anticipated recession is on the immediate horizon. Seemingly, the Fed is in an unenviable position as it maintains its calls for more rate hikes in its efforts to bring inflation to 2% from the current 6% level without pushing the economy into a hard landing.
- After trending lower in the last few weeks from a formidable rise in 2022, the yield curve continues to invert deeper to levels not seen since the early 1980s. As a bell weather for future recessions, the 2Y UST vs. 10Y UST has widened roughly 28% vs. the 2022 rolling average. This is also coinciding at a time when both have fallen approximately 40 bps off its highest yield even with an outsized Fed rate hike. Despite its strong track record, the preciseness of the timing that a recession will manifest within 12-18 months is still up in the not a done deal.
- As a myriad of Fed speakers continue to focus on stamping out inflation by moving the market towards more increases in 2023, the probability that a recession hits the US economy in the next 12 months remained steady at 62.50% for about 4 weeks in a row. However, according to the New York Federal Reserve in house data, the existing threat of a definable recession remains at a much lower 38%.

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Important Economic Numbers- Week of December 12-December 16

Day	Event	Period	Consensus	Prior
Monday 12/12	Monthly Budget Statement	Nov	-\$248.0b	-191.3b
Tuesday 12/13	CPI YoY/MoM	Nov	7.3%/0.3%	7.7%/0.4%
	CPI Ex Food and Energy YoY/MoM	Nov	6.1%/0.3%	6.3%/0.3%
	NFIB Small Business Optimism	Nov	90.8	91.3
Wednesday 12/14	MBA Mortgage Applications	Dec 9	-	-1.9%
	Import Price Index YoY/MoM	Nov	3.1%/-0.5%	4.2%/-0.2%
	Export Price Index YoY/MoM	Nov	0%/-0.6%	6.9%/-0.3%
	FOMC Decision Meeting		50 bps	75 bps
Thursday 12/15	Initial Jobless Claims	Dec 10	234k	230k
	Continuing Claims	Dec 3	k	1671k
	Capacity Utilization	Nov	79.8%	79.9%
	Empire Manufacturing	Dec	-0.8	4.5
	Industrial Production MoM	Nov	0.1%	-0.1%
	S&P Global US Composite	Dec	44.5	46.4
Friday 12/16				

Source: Bloomberg

This Week's Focus

Clearly the focus of the week will not only be the outcome of the FOMC meeting on Wednesday, but the post conference comments by Chair Powell. Currently, there continues to be a true disconnect between the market (Fed Fund futures) and the rhetoric coming from a variety of Fed speakers and influencers. From a pre-meeting standpoint, the market is anticipating a shorter span of increases while the Fed continues to speak about the elongation of the terminal rate.

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NEWS RELEASE

BUREAU OF LABOR STATISTICS

U.S. DEPARTMENT OF LABOR



**Transmission of material in this release is embargoed until
8:30 a.m. (ET) Tuesday, December 13, 2022**

USDL-22-2304

Technical information: (202) 691-7000 • cpi_info@bls.gov • www.bls.gov/cpi
Media contact: (202) 691-5902 • PressOffice@bls.gov

CONSUMER PRICE INDEX – NOVEMBER 2022

The Consumer Price Index for All Urban Consumers (CPI-U) rose 0.1 percent in November on a seasonally adjusted basis, after increasing 0.4 percent in October, the U.S. Bureau of Labor Statistics reported today. Over the last 12 months, the all items index increased 7.1 percent before seasonal adjustment.

The index for shelter was by far the largest contributor to the monthly all items increase, more than offsetting decreases in energy indexes. The food index increased 0.5 percent over the month with the food at home index also rising 0.5 percent. The energy index decreased 1.6 percent over the month as the gasoline index, the natural gas index, and the electricity index all declined.

The index for all items less food and energy rose 0.2 percent in November, after rising 0.3 percent in October. The indexes for shelter, communication, recreation, motor vehicle insurance, education, and apparel were among those that increased over the month. Indexes which declined in November include the used cars and trucks, medical care, and airline fares indexes.

The all items index increased 7.1 percent for the 12 months ending November; this was the smallest 12-month increase since the period ending December 2021. The all items less food and energy index rose 6.0 percent over the last 12 months. The energy index increased 13.1 percent for the 12 months ending November, and the food index increased 10.6 percent over the last year; all of these increases were smaller than for the period ending October.

Chart 1. One-month percent change in CPI for All Urban Consumers (CPI-U), seasonally adjusted, Nov. 2021 - Nov. 2022
Percent change

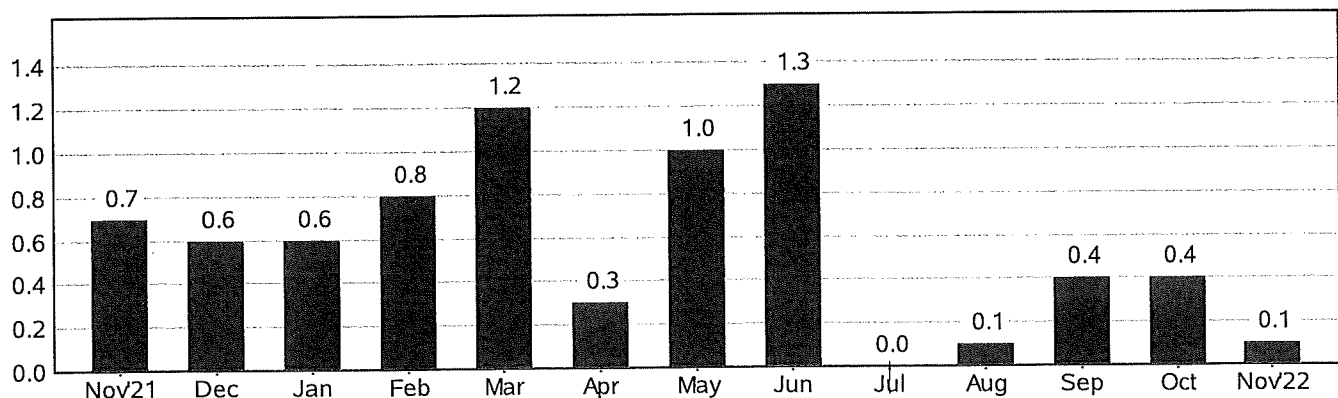


Chart 2. 12-month percent change in CPI for All Urban Consumers (CPI-U), not seasonally adjusted, Nov. 2021 - Nov. 2022

Percent change

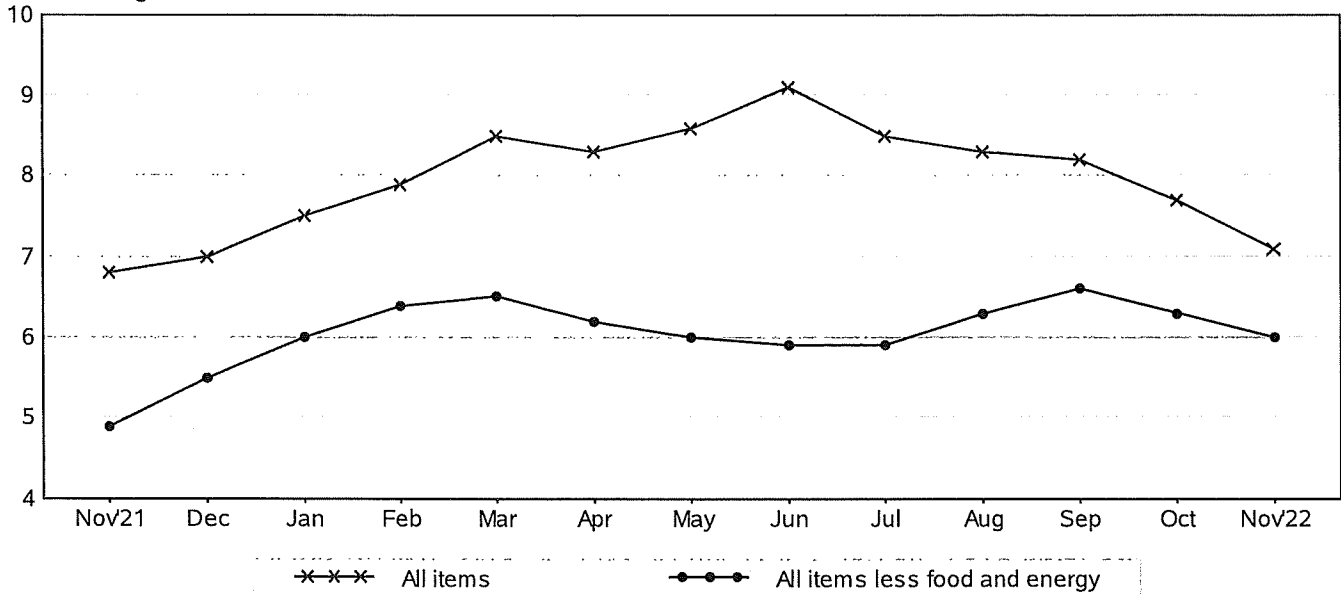


Table A. Percent changes in CPI for All Urban Consumers (CPI-U): U.S. city average

	Seasonally adjusted changes from preceding month							Un-adjusted 12-mos. ended Nov. 2022
	May 2022	Jun. 2022	Jul. 2022	Aug. 2022	Sep. 2022	Oct. 2022	Nov. 2022	
All items.....	1.0	1.3	0.0	0.1	0.4	0.4	0.1	7.1
Food.....	1.2	1.0	1.1	0.8	0.8	0.6	0.5	10.6
Food at home.....	1.4	1.0	1.3	0.7	0.7	0.4	0.5	12.0
Food away from home ¹	0.7	0.9	0.7	0.9	0.9	0.9	0.5	8.5
Energy.....	3.9	7.5	-4.6	-5.0	-2.1	1.8	-1.6	13.1
Energy commodities.....	4.5	10.4	-7.6	-10.1	-4.7	4.4	-2.0	12.2
Gasoline (all types).....	4.1	11.2	-7.7	-10.6	-4.9	4.0	-2.0	10.1
Fuel oil ¹	16.9	-1.2	-11.0	-5.9	-2.7	19.8	1.7	65.7
Energy services.....	3.0	3.5	0.1	2.1	1.1	-1.2	-1.1	14.2
Electricity.....	1.3	1.7	1.6	1.5	0.4	0.1	-0.2	13.7
Utility (piped) gas service.....	8.0	8.2	-3.6	3.5	2.9	-4.6	-3.5	15.5
All items less food and energy.....	0.6	0.7	0.3	0.6	0.6	0.3	0.2	6.0
Commodities less food and energy commodities.....	0.7	0.8	0.2	0.5	0.0	-0.4	-0.5	3.7
New vehicles.....	1.0	0.7	0.6	0.8	0.7	0.4	0.0	7.2
Used cars and trucks.....	1.8	1.6	-0.4	-0.1	-1.1	-2.4	-2.9	-3.3
Apparel.....	0.7	0.8	-0.1	0.2	-0.3	-0.7	0.2	3.6
Medical care commodities ¹	0.3	0.4	0.6	0.2	-0.1	0.0	0.2	3.1
Services less energy services.....	0.6	0.7	0.4	0.6	0.8	0.5	0.4	6.8
Shelter.....	0.6	0.6	0.5	0.7	0.7	0.8	0.6	7.1
Transportation services.....	1.3	2.1	-0.5	0.5	1.9	0.8	-0.1	14.2
Medical care services.....	0.4	0.7	0.4	0.8	1.0	-0.6	-0.7	4.4

¹ Not seasonally adjusted.

Development Department

Eric Meyer

7232 E. Main Street

Reynoldsburg OHIO 43068

Phone

MOTION REQUEST

DATE: **January 9, 2023**

TO: **City Council**

RE: **Tax Incentive Review Council Appointments**

Approval:

Completed Joe Begeny	Chris Shook	Stephen Cicak
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The Mayor is responsible for appointing two members to the TIF Councils, with Council affirmation, and the President of Council is responsible for appointing one member. Mayor Begeny has selected Councilmember Strickland and Attorney Shook as his appointees with President Jenkins selecting Councilmember Pyakurel. Council is responsible for affirming those appointments.

A Motion to Confirm the Mayor and Council President Appointment of Shanette Strickland, Bhuwan Pyakurel, and Attorney Shook to the Fairfield, Franklin, and Licking County Tax Incentive Review Councils

Development Department**Eric Meyer****7232 E. Main Street****Reynoldsburg OHIO 43068****Phone****MOTION REQUEST**

DATE: January 9, 2023**TO: City Council****RE: Ordinance 26-97 Housing Council Appointments**

Approval:

Completed Joe Begeny	Chris Shook	Stephen Cicak
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A Motion to Affirm the Appointment of Shanette Strickland and Bhuwan Pyakurel to the Community Reinvestment Area as Described in Ordinance 26-97

Section 3735.69 | Community reinvestment area housing council - powers and duties.

(A) A community reinvestment area housing council shall be appointed for each community reinvestment area. When the area is located within a municipal corporation, the council shall be composed of two members appointed by the mayor of the municipal corporation, **two members appointed by the legislative authority of the municipal corporation**, and one member appointed by the planning commission of the municipal corporation. The majority of the foregoing members shall then appoint two additional members who shall be residents of the political subdivision. When the area is located within an unincorporated area of a county, the council shall be composed of one member appointed by each member of the board of county commissioners of the county where the area is located and two members appointed by the county planning commission. The majority of the foregoing members shall then appoint two additional members who shall be residents of the political subdivision. Terms of the members of the council shall be for three years. An unexpired term resulting from a vacancy in the council shall be filled in the same manner as the initial appointment was made.

The council shall make an annual inspection of the properties within the community reinvestment area for which an exemption has been granted under section [3735.67](#) of the Revised Code. The council shall also hear appeals under section [3735.70](#) of the Revised Code.

(B) On or before the thirty-first day of March each year, any municipal corporation or county that has created a community reinvestment area under section [3735.66](#) of the Revised Code shall submit to the director of development a status report summarizing the activities and projects for which an exemption has been granted in that area.

Development Department**Eric Meyer****7232 E. Main Street****Reynoldsburg OHIO 43068****Phone****MOTION REQUEST**

DATE: **January 9, 2023**

TO: **City Council**

RE: **East Main Housing Council Appointments**

Approval:

Completed Joe Begeny	Chris Shook	Stephen Cicak
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A Motion to Affirm the Appointment of Shanette Strickland and Bhuwan Pyakurel to the East Main Community Reinvestment Area Housing Council

Section 3735.69 | Community reinvestment area housing council - powers and duties.

(A) A community reinvestment area housing council shall be appointed for each community reinvestment area. When the area is located within a municipal corporation, the council shall be composed of two members appointed by the mayor of the municipal corporation, **two members appointed by the legislative authority of the municipal corporation**, and one member appointed by the planning commission of the municipal corporation. The majority of the foregoing members shall then appoint two additional members who shall be residents of the political subdivision. When the area is located within an unincorporated area of a county, the council shall be composed of one member appointed by each member of the board of county commissioners of the county where the area is located and two members appointed by the county planning commission. The majority of the foregoing members shall then appoint two additional members who shall be residents of the political subdivision. Terms of the members of the council shall be for three years. An unexpired term resulting from a vacancy in the council shall be filled in the same manner as the initial appointment was made.

The council shall make an annual inspection of the properties within the community reinvestment area for which an exemption has been granted under section [3735.67](#) of the Revised Code. The council shall also hear appeals under section [3735.70](#) of the Revised Code.

(B) On or before the thirty-first day of March each year, any municipal corporation or county that has created a community reinvestment area under section [3735.66](#) of the Revised Code shall submit to the director of development a status report summarizing the activities and projects for which an exemption has been granted in that area.

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

DATE: January 9, 2023**TO:****RE: Volunteer Peace Officers' Dependent Fund Appointment**

Approval:

Completed Joe Begeny	Chris Shook	Stephen Cicak
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This motion is a housekeeping item. The appointment of Auditor Cicak and Attorney Shook is required by the Fund's established procedures.

The Volunteer Peace Officers' Dependents Fund Board was established to assist dependents of volunteer peace officers killed in the line of duty and to assist volunteer peace officers that become totally and permanently disabled as a result of a line of duty injury and is contained in Ohio Revised Code Chapter 143. A similar fund for volunteer fire fighters was established several decades ago.

A Motion Hereby Appointing Auditor Stephen Cicak and Attorney 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 9, 2023**TO:****RE: Reynoldsburg Visitors Bureau Appointment**

Approval:

Completed Joe Begeny	Chris Shook	Stephen Cicak
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Reynoldsburg City Council recommends the appointment of Bhuwan Pyakurel as the representative to the Reynoldsburg Visitors Bureau.

A Motion to Recommend the Appointment of Bhuwan Pyakurel as the 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 9, 2023**TO:****RE: West Licking Fire District Appointment**

Approval:

Completed Joe Begeny	Chris Shook	Stephen Cicak
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Recommendation to appoint Stacie Baker as a representative to the West Licking Joint Fire District.

A Motion to Recommend the Appointment of Stacie Baker as the Council Representative to the West Licking Joint Fire District Board for 2023

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

DATE: January 9, 2023**TO:****RE: Appointment of Temporary Committee Chairs**

Approval:

Completed Joe Begeny	Chris Shook	Stephen Cicak
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The Council President's recommendations for Council Committee chairs are:

Stacie Baker - Development, Parks & Recreation Committee

Kristin Bryant - Public Safety, Law & Courts Committee

Shanette Strickland - Public Service & Transportation Committee

Lou Salvati - Finance & Administration Committee

A Motion to Recommend the Appointment of Temporary Committee Chairs

Stacie Baker - Development, Parks & Recreation Committee

Kristin Bryant - Public Safety, Law & Courts Committee

Shanette Strickland - Public Service & Transportation Committee

Lou Salvati - Finance & Administration Committee

Clerk of Council**Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 Phone****MOTION REQUEST****DATE: January 9, 2023****TO:****RE: Recommendations for Council Committees**

Approval:

Completed Joe Begeny	Chris Shook	Stephen Cicak
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Appointment of members to various Council committees

Development, Parks & Recreation Temp Chair Baker, Cotner, Pyakurel, Lawson-Rowe

Public Safety, Law & Courts Temp Chair Bryant, Cotner, Pyakurel, Lawson-Rowe

Public Service & Transportation Temp Chair Strickland, Cotner, Pyakurel, Lawson-Rowe

Finance & Administration Temp Chair Salvati, Baker, Bryant, Strickland

A Motion to Recommend the Appointment of Councilmembers to Council Committees Effective January 10, 2023 until the Next Council Organizational Meeting in January 2024

Development, Parks & Recreation Temp Chair Baker, Cotner, Pyakurel, Lawson-Rowe

Public Safety, Law & Courts Temp Chair Bryant, Cotner, Pyakurel, Lawson-Rowe

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

Public Service & Transportation
Lawson-Rowe

Temp Chair Strickland, Cotner, Pyakurel,

Finance & Administration

Temp Chair Salvati, Baker, Bryant, Strickland

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

DATE: January 9, 2023**TO:****RE: Appoint President Pro Tempore of Council**

Approval:

Completed Joe Begeny	Chris Shook	Stephen Cicak
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Council's annual appointment of a President Pro Tempore - Meredith Lawson-Rowe

A Motion to Recommend the Appointment of Meredith Lawson-Rowe to Serve as the President Pro Tempore of Council for the Period Beginning January 10, 2023 Until the Next Council Organizational Meeting in January 2024

Parks & Recreation Dept.**Donna Bauman****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6879 Phone****RESOLUTION REQUEST****DATE: January 9, 2023****TO: Development, Parks and Recreation Committee****RE: Purchase UTV & Related Equipment for Parks & Recreation**

Approval:

Completed Joe Begeny	Completed Chris Shook	Pending Stephen Cicak
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A Resolution Authorizing the Mayor to Purchase a Utility Task Vehicle (UTV) and related equipment from Baker Vehicle Systems 9035 Freeway Drive Macedonia, OH 44056; price not to exceed \$75,000.00 and waive competitive bidding (GPS accessory is Sole Priority; Plow is on the Sourcewell Contract #06222-DDY).

These funds were approved as part of the 2023 budget and are encumbered in account number 110.340.5633

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

Parks & Recreation Dept.**Donna Bauman****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6879 Phone****A RESOLUTION AUTHORIZING THE MAYOR TO PURCHASE A UTILITY TASK VEHICLE (UTV) AND RELATED EQUIPMENT FOR THE REYNOLDSBURG PARKS AND RECREATION DEPARTMENT AND WAIVE COMPETITIVE BIDDING**

WHEREAS, the City of Reynoldsburg Parks and Recreation Department requests authorization to purchase a utility task vehicle (UTV) and related equipment; and

WHEREAS, the total not to exceed cost of the UTV and equipment is \$75,000.00 and is being purchased from Baker Vehicle Systems; and

WHEREAS, the funds were encumbered as part of the 2023 Budget; and

WHEREAS, the Reynoldsburg City Council does hereby authorize the purchase of said utility task vehicle and further authorizes the Mayor to execute any documentation necessary to effectuate said purchase.

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

SECTION 1. That the Mayor be and is hereby authorized to purchase a utility task vehicle and related equipment not to exceed \$75,000.00.

SECTION 2. That an amount of \$75,000.00 is available as part of the Parks and Recreation Department 2023 Budget.

SECTION 3: That \$75,000.00 should be encumbered from account #110.340.5633 Machinery and Equipment.

SECTION 4. That pursuant to RCO section 175.01(g), the purchase shall be made through Sourcewell, a government organization with cooperative purchasing contracts for governments

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

and Sole Priority; therefore, waiving competitive bidding by the City.

SECTION 5. This resolution shall take effect immediately upon passage by Council and the signature of the Mayor.

BAKER

VEHICLE SYSTEMS INC.

9035 Freeway Drive • Macedonia, OH 44056
Phone: 330-467-2250 • Fax: 330-467-8308

Serving Golf, Turf & Industry since 1940

TO: City of Reynoldsburg Parks and Recreation
7232 E. Main St
Reynoldsburg, OH 43068

DATE: 1/3/2023

ATTN: Brian McGuire

Prices quoted are those in effect at the time of quotation. This quotation is subject to acceptance within 15 days.

SALESPERSON	F.O.B	DELIVERY	PAYMENT TERMS
Grant Junker	Destinaion	March	Net 30

QTY.	ITEM	DESCRIPTION	PRICE	EXTENDED
1	101679-1004	TRAQNOLOGY Sportstraq Line Marking Steering kit Complete kit including ECU, MDU kit, Smart 7, Joystick kit, Ipad mount, Wire harness, and Sportstraq App	\$38,995.00	\$38,995.00
1	101679-NS1500	PaintTraq 500 Slide-in UTV skid mounted athletic field line marker. GPS ready	\$5,995.00	\$5,995.00
1	TQSP-00100	1 year Traqnology Service Plan: 365/7 technical support, Sportstraq App updates, RTK Network Service. 1 Year Free \$1,900.00 value	\$0.00	\$0.00
1	BVS	Sportstraq installation delivery and training	\$1,000.00	\$1,000.00
1	iPadAir-2021	Ipad Air w with USBC port	\$800.00	\$800.00
1	BVS	1 year data for ipad	\$240.00	\$240.00
1	KTU-K9 2400-OAP	KIOTI K9 UTV 24hp Daedong diesel engine, 4wd, power steering	\$19,799.00	\$19,799.00
1	UTA126	Sun Canopy Kit	\$349.00	\$349.00
1	UTA151	Laminated Glass Windshield with wiper kit	\$999.00	\$999.00
1	UTA127	Side View Mirrors	\$99.00	\$99.00
1	UTA116	Hydraulic Dumping Bed	\$1,259.00	\$1,259.00
1	77765	SnowEx HD UTV plow V blade with hand control	\$4,153.50	\$4,153.50
1	BVS	In-bound freight and setup	\$600.00	\$600.00
		SnowEX sourcewell contract #080818-DDY		

SPECIAL FINANCE OPTION:

Delivery Month:

Amount Financed:

Term:

Number of Payments:

Payment Schedule:

Payment Amount:

Purchase Option:

Note: This offer is subject to credit approval. Rates change and payment amount may vary. Above payment does not include applicable sales tax.

To accept this quotation, sign here and return:

Date:

BY: Grant Junker 614-403-5009

SUBTOTAL	\$74,288.50
TAX RATE	0.00
SALES TAX	\$0.00
TRADE-IN ALLOWANCE	
TOTAL	\$74,288.50

Attachment: Reynoldsburg Parks Rec UTV Quote (Purchase UTV & Related Equipment for Parks & Recreation)

Douglas Dynamics #062222-DDY (SnowEX)

Pricing for contract #062222-DDY is provided to Sourcewell participating entities at 18-22% off MSRP.

Current Sourcewell contract pricing can be obtained through any authorized SnowEx dealer. Please consult our [Dealer Locator](#) to find your closest point of sale. Should you wish to confirm pricing with the manufacturer, you are welcome to contact the Sourcewell representative at sourcewellsales@douglasdynamics.com.

Douglas Dynamics is offering the best price possible for single and small quantity purchases. However, if the Sourcewell member is prepared to make a purchase that exceeds 12 units, we would be pleased to supply a quote for each such request and pass on the economies of scale that are inherent in multiple transactions. These requests will be evaluated on a case-by-case basis, and the Sourcewell participating entity should reach out to Douglas Dynamics directly at sourcewellsales@douglasdynamics.com.



Solicitation Number: 062222

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Douglas Dynamics, L.L.C., 11270 W. Park Place, Suite 300, Milwaukee, WI 53224 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Snow and Ice Handling Equipment, Supplies, and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 15, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial

general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report

all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.

§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

062222-DDY

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

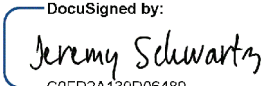
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

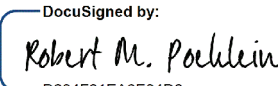
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Douglas Dynamics, LLC

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 8/11/2022 | 3:03 PM CDT

DocuSigned by:

By: D204F81EA6E84D6...
Rob Poehlein
Title: Vice-President Sales
Date: 8/15/2022 | 10:50 AM CDT

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 8/15/2022 | 10:51 AM CDT

Attachment: Sourcewell Contract plow (Purchase UTV & Related Equipment for Parks & Recreation)

RFP 062222 - Snow and Ice Handling Equipment, Supplies, and Accessories

Vendor Details

Company Name: Douglas Dynamics, LLC

Does your company conduct business under any other name? If yes, please state: Western Products, Fisher Engineering, TrynEx International

Address: 7777 N 73rd St
Milwaukee, WI 53223

Contact: Heidi Sina

Email: sourcewellsales@douglasdynamics.com

Phone: 414-371-8619

Fax: 414-354-8448

HST#: 42-1623692

Submission Details

Created On: Monday May 09, 2022 10:19:04

Submitted On: Friday June 17, 2022 10:35:57

Submitted By: Heidi Sina

Email: sourcewellsales@douglasdynamics.com

Transaction #: f425caeb-018e-490c-a721-3968007a3187

Submitter's IP Address: 71.89.66.147

Attachment: Sourcewell Contract plow (Purchase UTV & Related Equipment for Parks & Recreation)

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Douglas Dynamics, L.L.C.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Fisher, LLC, TrynEx International LLC
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	d/b/a Western Products
4	Provide your CAGE code or Unique Entity Identifier (SAM):	N/A - We do not do business directly with any government entities.
5	Proposer Physical Address:	11270 W. Park Place Suite 300 Milwaukee, Wisconsin 53224
6	Proposer website address (or addresses):	www.douglasdynamics.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Rob Poehlein, Vice-President, Sales 7777 N 73rd Street, Milwaukee WI 53223 rpoehlein@douglasdynamics.com 414-371-8631
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Heidi Sina, Business Program Manager 7777 N 73rd Street, Milwaukee WI 53223 sourcewellsales@douglasdynamics.com 414-371-8619
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Michael Frank, Business Development Manager 7777 N 73rd Street, Milwaukee WI 53223 mfrank@douglasdynamics.com 414-362-3857

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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Attachment: Sourcewell Contract plow (Purchase UTV & Related Equipment for Parks & Recreation)

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Douglas Dynamics is the premier manufacturer and upfitter of commercial work truck attachments and equipment in North America. Our brands are trusted across the work truck industry based on more than 75 years of history and innovation, delivered consistently year after year. Over our 75 years, the company has grown to include five brands, including three market-leading brands in snow and ice control equipment, while our initial commitment to innovation, best-in-class continuous improvement, leadership, world-class quality, and service has remained the same. We take pride in manufacturing equipment and providing solutions that enable end-users to perform their jobs more efficiently and effectively, supporting the economic and physical well-being of millions of people across North America. "Grow, Improve, and Engage" has long been our focus as an organization to ensure we succeed by executing the right things. These are our Core Values and remain critical to our individual and organizational success. Embracing our Core Values provides a consistent focus on creating a culture where everyone can thrive. The Winning Behaviors are what each Douglas Dynamics team member does to support the success of our company: BE CUSTOMER & RESULTS DRIVEN, ANTICIPATE THE POSSIBILITIES, COLLABORATE & CARE, COMMUNICATE RESPONSIBLY, DEVELOP SELF & OTHERS, AND GET BETTER EVERY DAY. Our Core Values and Winning behaviors provide all team members with a clear roadmap to help us focus on winning as an organization. They set forth the expectations we have for ourselves and each other. We believe that we have one of the lowest employee turnover rates in our industry. Our focus on integrity, teamwork, and high performance has enabled us to create an ideal work environment for every one of our employees. Creating a culture of excellence is the key to our success, which is why we work hard to give our employees the tools and training to achieve more. We know that when our employees are taken care of, our business partners get the most out of their Douglas Dynamics experience, helping us to remain North America's premier manufacturer of vehicle attachments and equipment. Douglas Dynamics separates its portfolio into two segments: Work Truck Attachments and Work Truck Solutions. The Work Truck Attachments segment includes our operations that manufacture snow and ice control attachments and other equipment under the FISHER®, SnowEx®, and WESTERN® Commercial Snow and Ice brands. This segment and these brands are the focus of this proposal. Attached Documents: Please reference "Q10-2021 Annual Report", and "Q10-Company Information" in the Financial Strength and Stability upload category.	*
11	What are your company's expectations in the event of an award?	Our expectations in the event of an award are to demonstrate a commitment to fully embrace all terms and conditions of the Sourcwell contract and meet and/or exceed the current and future needs and requirements of Sourcwell participating entities. Our Work Truck Attachments segment provides the industry's broadest equipment offerings with a full range of snowplows, sand and salt spreaders, and related accessories. Our strong focus on innovation, world-class quality and service, and best-in-class continuous improvement results drive our exceptional customer loyalty and brand equity in this space. With capabilities in every vehicle class, our brands are widely recognized and highly regarded.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Douglas Dynamics, Inc. who owns 100% of Douglas Dynamics, LLC is a well-known seasoned issuer on the New York Stock Exchange. We have had over \$480 million in sales in each of the last 3 years with adjusted EBITDA over \$75.0 million in each of these years as well. We have over 1,800 employees across all of our locations. As of December 31, 2021, we had liquidity comprised of \$137.1 million comprised of approximately \$37.0 million in cash and cash equivalents and borrowing availability of approximately \$99.1 million under our revolving credit facility. Attached Document: Please reference "Q12-Financial Strength and Stability Resources" in the Financial Strength and Stability upload category.	*
13	What is your US market share for the solutions that you are proposing?	We have full confidence that we are the market leader in the North American markets in which we operate, with approximately 50%-60% market share domestically in the US. Management believes that, after ourselves, the next largest competitors in the market for snow and ice control equipment for light trucks are The Toro Company (the manufacturer of the Boss brand of snow and ice control equipment) and Meyer Products LLC, and accordingly represent our primary competitors for light truck market share for our Work Truck Attachments segment.	*
14	What is your Canadian market share for the solutions that you are proposing?	Within the Canadian market our presence is even stronger, averaging between 60%-70% market share.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*

Attachment: Sourcwell Contract plow (Purchase UTV & Related Equipment for Parks & Recreation)

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Douglas Dynamics is a manufacturer with 1 corporate headquarters, 5 manufacturing locations, 2 development centers, 15 upfit and service centers, 1 global sourcing office in Beijing China, and 1,800 team members. We employ a sales force of 16 individuals and a service team of 13 members in our Commercial Snow & Ice Division (FISHER, SnowEx, and WESTERN brands) who are employees of Douglas Dynamics living and working across the United States and Canada. We sell through a trusted, vetted distributor and dealer network of more than 650 independent businesses, with approximately 3,200 points of sale/store locations within the United States and Canada. In one example, we have five wholesale distributor partners who have hundreds of factory authorized dealers through whom product is retailed. These distributors also employ additional sales representatives for the management of their dealers. In addition, in the fall of 2020, we announced a joint agreement with John Deere Company to become the allied supplier of WESTERN Snow and Ice control equipment for their Gator™ utility vehicles. This agreement uniquely positions the non-truck WESTERN product line to be sold in the same location as the utility vehicle, and extends the reach of WESTERN equipment to a larger number of servicing outdoor power equipment dealers across North America. This resulted in the addition of 1,225 new points of sale for WESTERN equipment (which are included in the 3,200 figure above). Douglas Dynamics desires to grow and expand our non-truck product portfolio and distribution, and this was a key move to that end. In 2017, Douglas Dynamics also acquired truck up-fitter Dejana Truck & Utility Equipment as part of the strategy to diversify its business outside of snow and ice control. Dejana Truck & Utility Equipment also distributes our snow and ice control equipment, but the remaining dealers and distributors are independent businesses with no ownership affiliation with Douglas Dynamics.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	The FISHER, SnowEx, and WESTERN brands under Douglas Dynamics have contracted bidding opportunities through our distributor/dealer network. Those entities are considered the prime bidder responsible for holding license and certification to conduct business in their states. Douglas Dynamics certifies that any order generated from the Sourcewell contract will be processed according to the Sourcewell participating entity's states' laws and regulations.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
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19	Describe any relevant industry awards or recognition that your company has received in the past five years	a). Milwaukee Journal Sentinel Top 100 Workplaces Award – 13 consecutive years in a row (2010– 2022). This program recognizes businesses and organizations in Southeast Wisconsin that provide their employees with a great work environment, flexibility, advancement opportunities and other tools they need to succeed. We are one of a handful of organizations who have won this award consecutively every year since the Milwaukee Journal Sentinel first developed it 13 years ago. And we have consistently been ranked in the Top 10 within the midsize category. b) Snow and Ice Management Association (SIMA) Philanthropic Leadership Award (2017) – Fisher Engineering, part of Douglas Dynamics, received the SIMA Philanthropic Leadership Award in June 2017. This award recognizes the most charitable and generous members (individual or company) who practice social responsibility and humanitarianism. This award was given to Fisher Engineering for all of the work they do to support the Maine Breast Cancer Coalition, as well as the Susan G. Komen Fund for Breast Cancer Research. In addition to their efforts of supporting breast cancer research, Fisher Engineering also supports Habitat for Humanity, local food pantries and homeless coalitions in Maine, and Trekkers, which is a mentorship organization that connects young people with caring adults. In order to further advance their support efforts, Fisher Engineering has a program that matches employee donations to the united Midcoast Charities (UMCC). This provides the opportunity for employees to make twice the impact and strengthens the bond between the employees and FISHER organization. c). Certified Snow Professional and Advanced Snow Manager Certifications – Douglas Dynamics has several employees who hold either Certified Snow Professional (CSP) accreditations or Advanced Snow Manager (ASM) Accreditations, and in some instances both. These accreditations were developed for owners, operators and executives within the snow and ice industry. The CSP program focuses on the critical elements of running a professional snow business and recognizes a level of service quality and value to customers. The ASM program is a self-paced, interactive training program includes these four certificate courses: Core Principles, Plowing Operations, Sidewalk Operations, and Ice Management. These accomplishments illustrate our values of safety and quality throughout all of our organization. d). Sarah Lauber was named Chief Financial Officer of the Year by the Milwaukee Business Journal (August 2020). Lauber serves as Douglas Dynamics' CFO and Secretary and was one of only two honorees among publicly held companies in the seven-county Southeastern Wisconsin area who was named CFO of the Year. e). Bronze Telly Award for FISHER Anthem Video (2018) - Douglas Dynamics won the Bronze Telly Award for the FISHER Anthem video. The Telly Awards honor the very best film & video productions, groundbreaking online video content, and outstanding local, regional, & cable TV commercials and programs. They receive thousands of entries in a wide range of categories so it's truly an honor just to be recognized. The Telly Award for the FISHER Anthem video was received in the "General-Corporate Image" for "Branded Content" category, which is highly competitive. Some of the other companies/brands that also received recognition in the category included Radio Flyer, UPS, PBS, Pan American Energy, Young Living Essential Oils amongst other brands. f). Recognized NTEA MVP Member for over 50 years– The Douglas Dynamics brands are NTEA MVP Members. The NTEA Member Verification Program recognizes companies for successfully implementing specific business standards and processes and for taking the necessary steps to comply with applicable government regulations. Suppliers and upfitters with MVP status are identifiable to fleet managers and truck dealers as having achieved a higher commitment to excellence by their effective use of safety and quality standards. Program criteria can involve liability insurance, warranty programs, vehicle and employee certification, safety policies and quality assurance — factors important to dealers, fleets and OEMs. Please visit this link to see our membership: https://www.ntea.com/NTEA/Directory/MVP.aspx g). Keynote Speakers and Industry Experts: Douglas Dynamics has been recognized as product experts and industry leaders at many industry wide trade shows and events, including being asked to be the keynote speakers at National Trade Shows such as the American Public Works Show in 2017 in Des Moines, IA and the SIMA Snow and Ice Symposium in 2015 in Schaumburg, IL and 2017 in Montreal. We are key contributors at many industry related events such as Higher Ground University, the New Hampshire Salt Symposium, Bruce Wilson events, and Snowfighters Institute to mention a few. h) Detroit Free Press Top Workplace in Michigan awarded to Douglas Dynamics' Madison Heights Operations for the third consecutive year (2019-2021). Attached Documents: Please reference "Q19a-Top Workplace-jsonline", "Q19b-PenBay Pilot", "Q19b-SIMA Philanthropic Award", "Q19d-Sarah Lauber CFO-Biz Journal", "Q19f-DD COVID resources-NTEA", "Q19f-NTEA MVP Membership", "Q19g-Dean Fisher scholarship", "Q19g-SIMA In Focus", "Q19h-Top Workplace-DetroitFreePress" in the Upload Additional Documents category.
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20	What percentage of your sales are to the governmental sector in the past three years	The following figures are based on Municipal and Sourcewell claims submitted by our dealers: 2021 - Plows 7.4%, Hopper Spreaders 8.2%, Tailgate Spreaders 1.8% 2020 - Plows 9.9%, Hopper Spreaders 9.9%, Tailgate Spreaders 2.4% 20219 - Plows 9.1%, Hopper Spreaders 10.0%, Tailgate Spreaders 1.9%	*
21	What percentage of your sales are to the education sector in the past three years	The following figures are based on Municipal and Sourcewell claims submitted by our dealers: 2021 - Plows 1.4%, Hopper Spreaders 2.1%, Tailgate Spreaders 0.9% 2020 - Plows 2.0%, Hopper Spreaders, 2.3%, Tailgate Spreaders 1.8% 2019 - Plows 2.0%, Hopper Spreaders 2.5%, Tailgate Spreaders 1.1%	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Douglas Dynamics is a manufacturer who sells FISHER, SnowEx and WESTERN products through a network of more than 3,200 points of sale within the United States and Canada. As a manufacturer, we do not hold state and cooperative purchasing contracts directly, but our dealers participate in numerous contracts including, but not limited to: DCMO BOCES, Educational Services Commission of New Jersey 18/19-25, Morris County Cooperative Pricing Council 15-C, NYS OGS Group 40440 Award 23166, Onondaga County ONGOV-106-19/Ref 7974, State of Connecticut, State of Delaware GSS19560, State of Minnesota Contract 176433, State of New Jersey contracts T-2100, T-2101, and T-3063, State of Ohio RSI006902, State of Pennsylvania COSTARS PENN DOT, and DGS 4400021672, State of Rhode Island MPA559 Award 3598586, State of Utah MA509, State of Virginia E194-73326-MA2041, State of Wisconsin 505ENT-M21-VEHICLES RFB 28352, Warren County WC16-10, and University of Wisconsin 22-5431.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Douglas Dynamics is a manufacturer who sells FISHER, SnowEx and WESTERN products through a network of more than 3,200 store locations within the United States and Canada. As a manufacturer, we do not hold GSA contracts directly, but a number of our dealers hold and actively participate in GSA contracts.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Cherry Hill Board of Education (NJ)	Jeff Schofield	856-429-5600	*
City of Newburgh (NY)	Ercole Lanzillotti	845-565-3297	*
Indiana University (IN)	Amanda Wilson	812-855-3301	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
COSTARS	Government	Pennsylvania - PA	Cooperative purchasing program in which registered and eligible local public procurement units and state-affiliated entities are able to cost-effectively and efficiently identify suppliers. This could involve both government and educational entities.	1,500 units (2019-2021)	2021 - \$2,900,981 2020 - \$2,800,365 2019 - \$2,612,130	*
State of New Jersey	Government	New Jersey - NJ	State contract(s) awarded for the purchase of current model year trucks and after-market equipment. State extends award to the Purchase Bureau's cooperative purchasing partners including quasi-state agencies, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, county colleges, and state colleges. This could involve both government and educational entities.	850 units (2019-2021)	2021 - \$1,235,978 2020 - \$1,759,995 2019 - \$1,434,596	*
State of New York OGS	Government	New York - NY	This award includes backdrop contracts for the acquisition (purchase or lease) of new single OEM Vehicles, Chassis and Bodies in Class 1-8 vehicles, as well as related options and aftermarket components. This could involve both government and educational entities.	500 units (2019-2021)	2021 - \$885,807 2020 - \$868,572 2019 - \$1,123,883	*
Onondaga County	Government	New York - NY	Award provides class 4-7 vehicles which may include installed optional body(s) plows and associated accessories for any municipalities authorized under General Municipal Laws of the state. This could involve both government and educational entities.	300 units (2019-2021)	2021 - \$498,824 2020 - \$650,051 2019 - \$735,237	*
State of Utah	Government	Utah - UT	Cooperative contract for snowplows, spreaders, and blades to be installed on super duty trucks and smaller units. This could involve both government and educational entities.	300 units (2019-2021)	2021 - \$465,091 2020 - \$531,320 2019 - \$789,933	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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Attachment: Sourcwell Contract plow (Purchase UTV & Related Equipment for Parks & Recreation)

26	Sales force.	Douglas Dynamics employs a team of 16 outside sales representatives (Regional Sales Managers) who reside within their territories around the country. These territories are geographically disbursed to most efficiently serve any region of the United States and Canada. Each Regional Sales Manager operates a company demo vehicle which allows them to conduct field demonstrations and customer training on key product lines within our portfolio. Additionally, we also employ a team of 16 Inside Sales Representatives who work out of our three manufacturing facilities located in Madison Heights, Michigan, Milwaukee, Wisconsin, and Rockland, Maine.	*
27	Dealer network or other distribution methods.	We have the best dealers in the industry, and are represented by more than 3,200 independent dealer locations throughout the United States and Canada. Dealers are regularly visited by their Regional Sales Managers and provided with program and product training. Regional Sales Managers will also often accompany dealers on customer visits. These dealers are independently owned businesses who undergo an extensive review process prior to being onboarded as a factory authorized dealer. Once being approved as a dealer, they will provide inventory, installation capability, service capability and parts support to our mutual customer base. Attached Document: Please reference "Q27-Links to Brand Dealer Locators" in the Upload Additional Documents category.	*
28	Service force.	In addition to our 13 factory service technicians, Douglas Dynamics is represented by thousands of dealer installation and service technicians as well. These Dealer technicians are factory trained through an extensive regional technical training program each year. In 2022, Douglas Dynamics will conduct over 65 regional technical training schools throughout both the US and Canada, responsible for training nearly 1,400 dealer technicians. Attached Documents: To view samples of training offered, please reference "Q28-FISHER 2022 Service Schools and Master Mechanic Program" and "Q28-WESTERN 2022 Service Schools and Master Mechanic Program" in the Upload Additional Documents category.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sourcewell participating entities can place orders in two ways. First, they can place an order through any authorized FISHER, SnowEx, or WESTERN dealer. Authorized dealers are identified in the Dealer Locator section of each of our brand websites (https://fisherplows.com/dealers/ , https://snowexproducts.com/dealer-locator/ , https://westernplows.com/dealers/). Sourcewell participating entities can request pricing in advance of placing orders from our dealers, or from the factory directly (sourcewellsales@douglasdynamics.com). Sourcewell contract pricing is available to our dealers 24/7 on the dealer portal of each brand's respective website. Once the order is placed, the dealer will either utilize product they have in stock to fulfill the order or place an order with the factory. Inside Sales agents will be able to provide a lead time to the dealer which can be relayed to the Sourcewell participating entity. After installation, the dealer will invoice the Sourcewell participating entity at the contracted pricing. Dealers will submit copies of their invoices to the factory after the sale and these invoices are audited to ensure that the proper pricing was extended. The second method in which Sourcewell participating entities can place orders is through EqualLevel Network, Sourcewell's own online marketplace. As this is a new advancement from Sourcewell, we did not receive orders via this method in our current contract, 080818-DDY, but we look forward to exploring and participating in this option if awarded this new contract.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Douglas Dynamics employs 16 inside sales/customer support personnel who are located in Madison Heights MI, Rockland ME, and Milwaukee WI. All of these individuals are cross trained to address inquiries related to all three brands – FISHER, SnowEx, and WESTERN. For the past three years, our average Telephone Service Factor rating was 99.8%, which means that 99.8% of incoming calls were answered in 30 seconds or less.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are both willing and able to provide our products to Sourcewell participating agencies in the United States. I believe our participation in the current Snow and Ice Handling Equipment contract (080818-DDY) exemplifies our desire to be the leading snow and ice control manufacturer on the contract.	*

Attachment: Sourcewell Contract plow (Purchase UTV & Related Equipment for Parks & Recreation)

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are both willing and able to provide our products and services to Sourcewell participating entities in Canada. In Canada, Douglas Dynamics enjoys a strong market presence with over 400 Dealers providing sales and service to its products. Due to the complexity of conducting business in a different country, Douglas Dynamics relies on longstanding and proven distribution partners to coordinate warehousing inventory within the country, absorbing the ever-increasing cost of freight to transport inventory into the country, handling customs paperwork, and managing exchange rates. Due to the aforementioned added costs to conduct business in this manner and accommodate the exchange rates, Douglas Dynamics will require a separate Canada Sourcewell price book, in Canadian dollars. As part of the RFP process, we are prepared to extend the agreement into Canada and are officially submitting the pricing for Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None known with the exception of Hawaii. There is generally not a market for our products in Hawaii, so we have no distribution channels located there.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None known	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None known with the exception of Hawaii. There is generally not a market for our products in Hawaii, so we have no distribution channels located there.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Douglas Dynamics is proud to be affiliated with industry organizations and groups committed to advancing the snow and ice control industry; like NTEA, SIMA, ASCA, APWA, and Snowfighter's Institute. We attend various national level trade events throughout the year, including Work Truck Week (NTEA), APWA Snow Show, SIMA Symposium, and Equip Expo (formerly GiE+ Expo). We promote these industry partners through each brands' Websites, Social Media, Printed Material/Brochures, Print Ads, E-Blasts, Digital Marketing, Tradeshows, and Dealer Advertising. In addition to the industry events mentioned above, following is a sample of other annual events where we promote the Sourcewell program to the municipal market: • Western Snow and Ice Conference, Loveland, Colorado • North American Snow Conference Omaha, NE • Regional & National APWA Events: - o North American Snow Conference – (last event was Pittsburgh, PA) - o APWA Midwest Michigan Snow Plow Rodeo - o APWA – Long Island (hosted by Nassau County & Orange County) - o APWA Show in Villa Park IL • Lake County DOT • NY Hard Hat Expo – March – Syracuse, NY • NYC Fleet Show – NYC Parks & Rec – May - Flushing Meadow Corona Park, NY • NYS Highway & Public Works Expo – Oct- Syracuse, NY • Empire Farm & Equipment Show - Pompey, NY • MN DOT Fall Maintenance Expo, St Cloud, MN Attached Documents: Please reference multiple samples of our marketing materials, as well as trade show photos where the Sourcewell flag is prominently displayed, within the Marketing Plan/Samples upload category.

Attachment: Sourcewell Contract plow (Purchase UTV & Related Equipment for Parks & Recreation)

37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Understanding the core audience profiles of the FISHER, SnowEx, and WESTERN brands is at the center of our digital marketing strategy. Through this knowledge and understanding the customer's journey with our equipment, our branded websites are set up to assist our customers in finding the best product for their vehicle application and performance needs. The websites then funnel customers to our dealer locator where they can find their best local sales outlet. We partner with industry leading digital marketing providers that execute multi-tactic digital marketing campaigns targeting our core audiences. These digital campaigns include geo-fencing, digital display, YouTube pre-roll, remarketing, and OTT. We have a robust search engine marketing campaign that support keywords for core and growth products. Our social media channels are very active - with more than 100K followers between Facebook and Instagram with our three main snow & ice brands. We use Facebook and Instagram to target winter storms in-season to drive engaged traffic to our dealer locators for those looking to prepare for the forecasted winter event. We offer several programs for our dealers to participate in. The first is lead generation that provides them with a microsite for FISHER and WESTERN brands that has a lead form. Social, search, and digital display campaigns are then run on their behalf to drive traffic to their dealer specific lead generation site. The second is a social content program that publishes manufacturer created content directly to the dealer's Facebook page. This provides direct benefit to the dealer, allowing them to capitalize on all page followers and directly comment. Attached Document: Please reference "Q37-Digital Asset Links" within the Marketing Plan/Samples upload category.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Promotional assistance from Sourcewell has been appreciated and utilized in the past to help reinforce the message and importance of this national contract. Having our organization clearly identified as an awarded vendor on the Sourcewell website has been successful to lead participating entities to us in the past and would be effective in the future. A formal press release announcement made on behalf of Sourcewell announcing the partnership would further expand the reach of the contract beyond what our own PR efforts would gain. We ask for continued training and webinars on how to create success with our contract. As for how we will incorporate a Sourcewell-awarded contract into our sales process, communication and training will be critical. We will conduct training to our internal and external sales teams on the new contract, together with direction as to where the new documentation, process, and pricing can be located. We will also send an email blast to our dealer network announcing our continued partnership, as well as providing resources so they can solicit and receive orders seamlessly from Sourcewell participating entities. Sourcewell has been a solid and trusted partner in the past, and we hope to continue this relationship for the next four years.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	At this current point in time, our eCommerce website is available to authorized WESTERN and FISHER dealers.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	FISHER, SnowEx, and WESTERN Technical Service teams conduct service schools for hundreds of dealers/customers each year where we cover new and existing product. The training consists of warranty submission information, new equipment familiarization, as well as troubleshooting procedures for plows, spreaders and liquid application equipment. We have unique and specifically designed training stands used as aids for students to troubleshoot and provide a hands-on experience. The training levels range from beginner to expert and these schools are held across the country. FISHER and WESTERN brands offer a Master Certification program which allows the most seasoned technicians to become "Master Qualified" technicians after passing a written and hands-on exam. Douglas Dynamics brands also offer a library of online training modules for both the dealer and the customers on our branded websites. These modules are generally technical in nature and bring the power of the in-person service school training to the web, providing the ultimate in convenience by allowing viewers to receive training on their own schedule and without leaving their office/home.

41	Describe any technological advances that your proposed products or services offer.	Douglas Dynamics prides itself on innovation and staying ahead of the competition. It is what has made Douglas Dynamics North America's premier manufacturer and upfitter of commercial vehicle attachments and equipment. We currently hold fifteen active patents specific to snow and ice removal technology which provide exclusive features and benefits for our products to help snow removal be performed more effectively and efficiently. In addition to the multiple active plow and hopper patents, a universal feature across all Douglas brands includes the FLEET FLEX Electrical System, providing true fleet interchangeability, easy operation, increased reliability, simple wiring and easy installation for plows and spreaders. Additional FLEET FLEX features on plows include programmable "soft-stop", "one-touch" float, and built-in SECURITY GUARD™ Anti-Theft System. WESTERN snow and ice products include a number of advanced technology features that set WESTERN apart from the competition; most notably the UltraMount® 2 plow mounting system with patented pivot bar and extra-wide flared receiver brackets for quick and easy vehicle/plow attachment. Advanced technology features of Fisher Engineering's snow and ice products include, but are not limited to, the reliable Minute Mount® 2 snowplow mounting system that allows for easy hook-up with no tools required and no electrical switches to fail. FISHER plows also incorporate the industry leading trip-edge design, protecting both the operator and the equipment when encountering hidden obstacles. SnowEx has an established tradition of innovation, introducing many of the industry's most productive and popular snow and ice products. The SnowEx Automatixx® attachment system is revolutionary with quick hydraulic attach and the first in the industry plow stand that completely raises and lowers automatically for fast and easy plow/vehicle attachment. Attached Document: Please reference "Q41-Patents" within the Upload Additional Documents category.
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Attachment: Sourcewell Contract plow (Purchase UTV & Related Equipment for Parks & Recreation)

42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	At Douglas Dynamics, we are committed to providing world-class products and services that minimize harm to the environment and public health. As a public company, Douglas Dynamics is committed to the goals of revenue growth and increasing shareholder value year over year. We believe these goals can be attained responsibly while we continue to reduce our manufacturing environmental impact footprint. We continue to invest in leaner and greener programs that have allowed us to monitor our environmental impact and execute projects that reduce our energy consumption, waste, and water consumption. We utilize an extensive Environmental, Health, and Safety (EHS) planning tool that supports many aspects of EHS management and reporting. Some categories within this tool include Facility Information, Reporting/Record Keeping, Health & Safety, Air Quality, Water Quality, Waste Management, Soil & Ground Water, Emergency Plan & Preparedness, Facility Permits, Training, and Certification Statements. Our EHS Management Plan helps us to track the timing of such activities, the policies and regulations we are required to comply with, target metrics and data collection, program ownership, and the standard procedures utilized for consistent execution. We initiated several projects in the past few years with the goal of reducing energy consumption levels. As an example, many of our facilities have updated to reflective roofing to help offset cooling costs. We have partnered with our local power and energy companies to change our lighting from halogen to LED bulbs and implement sensor technology to minimize unnecessary electric consumption. As we build new facilities and make updates to existing locations, we assess the usage of full smart sensor technology and the utilization of more natural lighting and open workspaces. We follow all local, state, and federal guidelines in managing our hazardous waste. We have worked with Waste Management to assess our overall waste profile, including waste to landfill, waste to energy, and recycled waste. We are developing a long-term plan to reduce the amount of waste in our production processes that goes to landfills. We have already initiated programs throughout Douglas Dynamics to increase the total amount of waste we recycle. Steel is a core commodity we use in our manufacturing processes, and all scrap steel is thoroughly collected and recycled. We recycle office furniture regularly as updates are made to our facilities. We also recycle batteries, paper, plastics, and metals in all production and office workspaces. In 2020, we recycled a total of 11,656,008 lbs (5,800 tons) of steel in our Milwaukee, WI and Rockland, ME facilities. During that same time period, our recyclable waste (ie, cardboard, paper, and plastic bottles) totaled 974,000 lbs (487 tons). Water is an extremely valuable resource that touches almost everything we do, and so a robust water consumption plan is essential to our business. We have started to reduce our water usage in our manufacturing processes where possible, and we have also found ways to recycle this resource through innovative reverse osmosis technology. In addition, we are actively working with our local sewage districts to mitigate the amount of run-off in our processes to help prevent sewage overflow. The Milwaukee Metropolitan Sewerage District has recognized Douglas Dynamics as a Significant Industrial User in the District's regulatory program. We have been recognized 16 times on their Honor Roll for our efforts to protect the environment while contributing to the economic vitality of the region. Finally, we just began a partnership with "Enel-X" to consolidate our utility bills across all locations so we can better track our greenhouse gas emissions in an effort to look for improvements. This is a developing project and we are currently in the data collection phase to help us learn how to make better decisions going forward for improving our environmental impact. Attached Document: Please reference "Q42-2020 DD Corporate Social Responsibility Report" within the Upload Additional Documents category.
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43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Product Innovation - We have been leading the transition in the snow & ice management industry from gas-powered hoppers to all-electric hoppers. Additionally, we have invested heavily in our brine products, which help reduce damage to infrastructure, waterways, and vegetation and effectively reduce standard salt application rates by up to: 75% by anti-icing, 30% pre-treating stockpiles, and 30% by onboarding pre-wetting salt. Energy Consumption - We have partnered with our local power and energy companies to change our lighting from halogen to LED bulbs and implement sensor technology to minimize unnecessary electricity consumption. Waste Management - We have initiated programs throughout all our facilities to increase the total waste we recycle, and we currently recycle batteries, paper, plastics, and metals in all production and office workspaces. Water Consumption - We have started to reduce our water usage in our manufacturing processes where possible, and we have also found ways to recycle water through innovative reverse osmosis technology. Biodiversity - We are committed to preserving as much green space as possible and maintaining the natural habitats around our facilities. For example, during the recent expansion of our facility in Rockland, Maine, we worked with the local Department of Natural Resources to ensure the preservation of the habitat of the spotted Salamander.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Douglas Dynamics is committed to utilizing our resources for the betterment of the communities we serve. All our business units have a dedicated donations committee responsible for supporting local non-profit organizations through employee input. We provide support both financially and through employee volunteering opportunities. Supporting our community also has the added benefits of emphasizing brand recognition and increasing employee retention. At an organization-wide level, we provide a 100% match for employee donations to the United Way. In addition to United Way, we support three principal areas through corporate cause marketing: military and veterans (Hometown Heroes), breast cancer research (Susan G. Komen), and STEM programs (Be the Spark). Through our cause marketing efforts, we have generated significant attention to and donations for each of these great causes.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	The Commercial Snow & Ice Division of Douglas Dynamics differentiates its "Best in Class" premium product through the continuous improvement of our lean manufacturing production processes to eliminate waste and drive production efficiencies, while maintaining "World Class" quality and competitive pricing. The foundation of our learning and execution is known as the Douglas Dynamics Management System (DDMS). DDMS is our collective and holistic approach to running our business. DDMS encompasses best-in-class business processes and structured problem-solving techniques to drive business performance in a way that can be deployed with speed and promotes effective integration and sustainable growth. DDMS is an integrated system that continues to evolve with our business to deliver on strategic priorities and goals through a culture of continuous improvement, people who embrace change, world-class processes, and practical tools. We believe that sustainment of our DDMS success requires team members to demonstrate our Winning Behaviors and embrace our DDMS principles. These principles have been identified throughout our 15+ years of being on a continuous improvement journey. While the DDMS tools and methods—closely aligned to the Toyota Production System—provide the mechanics of what we do, the DDMS principles represent how we do it: • Understand our Customers • Seek out the Data • Be Creative and Curious • Simplify the Process • Work as a Team, Win as a Team Attached Document: For additional information on our DDMS system, please reference "Q45-What is DDMS" within the Upload Additional Documents category.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
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Attachment: Sourcewell Contract plow (Purchase UTV & Related Equipment for Parks & Recreation)

46	Do your warranties cover all products, parts, and labor?	Yes, our warranties cover all products, parts, and labor as long as the failure was a manufacturing defect and not the result of customer negligence, accident, or improper installation, maintenance, care, or storage. Wear items are not covered unless they were manufactured incorrectly. Labor flat rates are published in the applicable brand's warranty manual. Douglas Dynamics warrants to each purchaser of a Douglas Dynamics snowplow or spreader that the equipment will, for a period of two (2) years after the date of original purchase, be free from defects in material and workmanship. Douglas Dynamics warrants accessories, service parts, and components purchased separately for a period of one (1) year after original purchase to be free from defects in material and workmanship. Douglas Dynamics warrants to each purchaser of a Douglas Dynamics Snow Pusher that the equipment will, for a period of ten (10) years after the date of original purchase, be free from defects in material and workmanship. Douglas Dynamics warrants Snow Pusher accessories, service parts, and components purchased separately for a period of sixty (60) days after original purchase to be free from defects in material and workmanship. Please refer to attached warranty documentation for further details. Any discontinued product would be covered with the original warranty and receive factory support for service parts for a minimum period of 7 years. Attached Documents: Please reference "Q46-FISHER Magnuson Moss Warranty Notice", "Q46-SNOWEX Magnuson Moss Warranty Notice", and "Q46-WESTERN Magnuson Moss Warranty notice" in the Warranty Information category.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No. Our warranty covers product two (2) years from date of original purchase for snowplows and spreaders, one (1) year for snowplow and spreader service parts and accessories, ten (10) years for snow pusher, and sixty (60) days for snow pusher service parts and accessories. Any discontinued product would be covered with the original warranty and receive factory support for service parts for a minimum period of 7 years.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No. Douglas Dynamics provides warranty coverage through our extensive dealer network throughout Canada and in all states in which snow and ice handling equipment is utilized, with the exception of Hawaii. All warranty repairs will be performed by any of our factory authorized dealers.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes. We are the original equipment manufacturer for all of our products, other than our gas spreader engines. Those engines will be repaired and covered by the original equipment manufacturer. (Note: Gas engine hopper spreaders were discontinued in March 2022, but are still included within the warranty documentation as there are still units in the field.)	*
51	What are your proposed exchange and return programs and policies?	We do not have a return or exchange policy for purchased goods under warranty. These will be repaired according to the applicable warranty policy. With regards to products/parts incorrectly ordered or damaged during shipping: - o Goods damaged during shipping will generally be covered under warranty or by the shipping company depending on where the damage occurred. - o Shipping errors resulting from a Douglas Dynamics team member ordering the wrong product/part or the wrong product/part being picked will be covered under warranty and would be replaced with the correct part or whole good. - o Order/shipping errors made by the dealer are the responsibility of the dealer. - o Sourcewell members who order products in error may be responsible to the servicing dealer for restocking fees and applicable shipping charges.	*
52	Describe any service contract options for the items included in your proposal.	Many of our independent dealers offer their own service contracts. As a company we have none at this current point in time, but we would be happy to supply a quote for any such request should one be requested by a Sourcewell participating entity.	*

Attachment: Sourcewell Contract plow (Purchase UTV & Related Equipment for Parks & Recreation)

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Our standard payment terms are Net 30 days from date of invoice. Accepted forms of payment include: Check, ACH, Wire Transfer, or Credit Card.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Sourcewell participating entities may utilize all retail, leasing, or credit card financing available, provided qualifications are met. By nature of the seasonal business, the terms and availability of these programs will fluctuate but could provide significant value. Individual FISHER, SnowEx and WESTERN programs may vary by brand, but can offer members choices that best fit their needs.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	As a manufacturer who sells product to Sourcewell participating entities through an independent dealer network, we provide our dealers with the tools and resources needed to fulfill the terms of the contract and provide them with a rebate after the sale. During our preseason "early order" period, we include a one page summary of the Sourcewell contract for dealers to keep this program front of mind as they are writing their stocking orders. We offer Sourcewell resources on the dealer portals of our brand websites for access 24/7. These tools include contract pricing in an easy to understand format, contract guidelines, sales rebate claim forms, a link to The Sourcewell Advantage video, Sourcewell marketing materials, and the current Sourcewell membership list. On our public facing websites, we are proud to mention that we have been awarded a Sourcewell Contract (080818-DDY) and provide useful information to potential Sourcewell participating entities. Some of this information includes eligible product covered under the contract, advantages to the Sourcewell program, quick links including an overview of Sourcewell, how the contract works, how to become a member, and how to find a dealer. We provide a dealer locator so the entity can enter their zip code and immediately have access to a list of dealers in their area, all of whom are eligible to sell under our Sourcewell contract. We also provide a direct link to the factory should they wish to speak with a Sourcewell representative there. Attached Documents: Please reference our Sourcewell rebate claim forms within the Standard Transaction Document Samples category. These are forms completed by our dealers after a Sourcewell sale. They also serve as reference documents prior to the sale as they clearly indicate the Sourcewell contract price for each product offered to ensure that contract pricing is not exceeded.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, we accept P-card and credit card payments and there would be no cost to Sourcewell participating entities for utilizing either option.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The pricing model for Douglas Dynamics is based on discounts by product category, but pricing is displayed on a line-item basis utilizing either a single standard item number price, or, in some cases, an equipment package price comprised of multiple items, configured to match specific vehicle requirements. Please reference attachments for our proposed pricing for all items to be considered as part of our RFP response. Attached Documents: Please reference our pricing materials in the Pricing upload category.	*

58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	In order to provide the most competitive price possible, discounts vary according to the brand and category of product. Discounts within the US program are calculated off of published LIST pricing and are as follows: FISHER Truck-Mounted Equipment: All Wholegood Products 27%, Accessories 20% WESTERN Truck-Mounted Equipment: All Wholegood Products 27%, Accessories 20% FISHER Non-Truck Product Portfolio: All Wholegood Products 22%, Accessories 20% WESTERN Non-Truck Product Portfolio: All Wholegood Products 22%, Accessories 20% SnowEx: Plows (all) 22%, Hopper Spreaders 18-22%, Tailgate Spreaders (all) 22%, Accessories 20% As a company based in the United States, we do not provide our dealers with price books in other currency at this time. As a result, we do not have a published LIST price in Canadian dollars. Cross-border commerce can present challenges, but we feel we have created a successful strategy to appeal to Sourcewell's participating entities in Canada. Our Sourcewell Canadian program is offered in Canadian dollars and reflects the cost basis to transfer product internationally and accounts for the current exchange rate.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Douglas Dynamics is offering the best price possible for single and small quantity purchases. However, if the Sourcewell member is prepared to make a purchase that approaches or exceeds a dozen or more units, we would be pleased to supply a quote for each such request and pass on the "economies of scale" that are inherent in multiple transactions. These requests will be evaluated on a case-by-base basis and the Sourcewell participating entity should reach out to Douglas Dynamics directly.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	All products we offer are included on the Sourcewell price list and there are no additional products that would fall into a "sourced request" category. In the event there are ancillary products the customer is seeking, they would be quoted by the dealer/installer.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Pricing provided includes equipment only. All transactions are also subject to additional fees including shipping, labor, and/or any other supplies required to complete the installation, if applicable. Such costs would be determined by the supplying FISHER, SnowEx, or WESTERN authorized dealer and added to the product invoice.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	The Sourcewell participating entity will contact their closest or preferred dealer. If the desired product is in the dealer's inventory and obtained during a prepaid free freight program, the Sourcewell entity's shipping cost would be negligible. If the product is unavailable in the local market and requires shipment, a freight quote can be provided and Douglas Dynamics would use its industry best freight rates and shipping methods.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight will be charged FOB Factory to Dealer if the order was not placed during a prepaid free freight program (Alaska, Canada, International). Shipment to Hawaii is not applicable as we have no snow and ice management distribution channels there.	*

64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	The FISHER and WESTERN brands sell through an authorized direct dealer network. Some of those dealers may also sell through associate dealers of their own, all of whom must pass a rigorous account approval process through Douglas Dynamics. The SnowEx brand sells through a combination of authorized direct dealers, as well as wholesale distribution partners who have hundreds of factory authorized dealers under them. The combination of these different distribution methods results in 3,200 total points of sale. Douglas Dynamics annually ships an average of 2,500 Flatbed loads, 10,000 LTL Loads, and 43,000 Parcel Shipments. In fall of 2020 we formed a partnership with GlobalTranz (formerly Cerasis). This partnership has resulted in carrier optimization, better shipment visibility, simplified and aligned freight invoicing, and additional resources to manage smooth delivery. This system offers a dynamic carrier selection based on the best cost and lead time for every single shipment using a Transportation Management System. During our preseason ordering period (March through September), Douglas Dynamics offers dealers and distributors the opportunity for prepaid freight on qualifying orders. 65% of our annual order volume is received during this time period with most dealers and distributors qualifying for free freight. Dealers who receive product freight-free will not have any freight charges to pass along to Sourcwell participating entities.	*
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	a. the same as the Proposer typically offers to an individual municipality, university, or school district.	We have set the Program Sell Price for sales made under the Municipal Program to be the same as the Sourcwell Contract Pricing. We also offer our dealers the same rebate whether product is sold under the Municipal Program or the Sourcwell Contract. Douglas Dynamics absorbs the Sourcwell 2% administrative fee and does not pass it along to our dealers. Attached Documents: Please reference claim forms for our Municipal Program in the Upload Additional Documents category. These forms confirm that the program sell prices and dealer rebates are the same as the pricing and rebates offered under the Sourcwell contract.

Attachment: Sourcwell Contract plow (Purchase UTV & Related Equipment for Parks & Recreation)

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Douglas Dynamics offers our dealers a rebate on qualifying sales to Sourcewell participating entities. As a result, we require documentation of each sale which is thoroughly reviewed for compliance before the rebate is issued. The calculation and distribution of the Sourcewell administrative fee falls under the Business Development team at Douglas Dynamics. We have a Business Program Manager who manages this reporting, with oversight provided by the Business Development Manager. In 2019, we made major enhancements to our internal rebate reporting database which enables us to capture all of the information required by Sourcewell on the quarterly reports with each sale. This information gathering at the time of sale enables us to generate the quarterly reports and send the associated administrative fees on time, every time, quickly and easily. We have an excellent track record of on-time fee payment on the current contract (080818-DDY). Attached Documents: Please reference "Q66-Process and Database Enhancements" in the Upload Additional Documents category.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	As with our current contract (080818-DDY), Sourcewell sales would be recorded and reported in a number of different areas and methods. They are tracked monthly in the Policy Deployment report of the Business Program Manager as well as in the Business Development Revenue report of the Business Development Manager. In addition, these figures are reported out on a scheduled basis during a Commercial Snow & Ice Business Update meeting.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Douglas Dynamics will quarterly pay the customary 2% administrative fee to Sourcewell on all sales. This is not a line-item addition to the Member's cost of goods, nor is it passed along to our dealers who are selling and installing the equipment to the Sourcewell participating entities. Douglas Dynamics absorbs this administrative fee in its entirety. Attached Documents: Please reference "Q68-Administrative Fee 080818-DDY" in the Upload Additional Documents category for a summary of the administrative fee paid for our current awarded contract.

Attachment: Sourcewell Contract plow (Purchase UTV & Related Equipment for Parks & Recreation)

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Douglas Dynamics is the premier manufacturer and upfitter of commercial work truck attachments and equipment in North America for Class 1 through 6 trucks which are sold under the FISHER, SnowEx and WESTERN brands. We provide the industry's broadest equipment offerings and will include in our proposal a full range of snowplows for trucks, UTVs, compact tractors, and skid-steers (straight blades, V-plows, and winged plows in mild steel, stainless steel, and poly materials); hopper spreaders for truck beds or UTV beds (in stainless and poly materials); tailgate spreaders for truck tailgates or UTV applications; sidewalk management options (walk-behind spreaders and sprayers, rotary brooms, and storage boxes); as well as a full complement of related accessories. Attached Documents: Please reference "Q69-Brands and Product Offerings" in the Upload Additional Documents category for a summary of the products included in this RFP.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Douglas Dynamics is submitting a proposal which will include equipment options for all three of our commercial snow and ice brands - FISHER, SnowEx and WESTERN. The FISHER and WESTERN brands have a further segmentation into a truck mounted product portfolio and a non-truck product portfolio, which includes equipment for UTVs, tractors, and skid-steers. All brands and programs have distinct distribution networks.

Attachment: Sourcewell Contract plow (Purchase UTV & Related Equipment for Parks & Recreation)

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Plows, blades, wings, blowers, and brooms	☒ Yes ☐ No	Our proposal will include a comprehensive selection of snowplows, snowplow blades, snowplow blade wing accessories, and rotary brooms. Our V-plows offer power performance and versatility, our winged plows offer unmatched productivity and efficiency, our straight blade plows are perfect for any experience level, and our UTV plows are perfect for clearing sidewalks and small spaces. Plows are available for trucks, skid-steers, wheel loaders, tractors, and UTVs. Our Rotary Broom is a combination sweeper and snowplow that can sweep and scrape the surface clean along buildings, curbs, and edging. We do not offer a blower within our product portfolio, so this would be the exception. There will be no blowers included in our proposal.	*
72	Spreader or sprayer systems for the application of de-icing or anti-icing solids or liquids and snow melters	☒ Yes ☐ No	Our proposal will include a comprehensive selection of hopper and tailgate spreaders designed for both trucks and utility vehicles. Hopper spreaders are efficient for servicing larger properties, while tailgate spreaders are perfect for servicing smaller areas. We also offer a line of drop spreaders which make quick work of sidewalks and walking paths. In addition, our proposal will include pre-wet systems as accessories for our hopper spreader line. The pre-wet system accessory allows the operator to activate deicing material by applying a liquid deicing agent directly on the material prior to leaving the hopper, providing you with increased material efficiency and superior ice control. Added benefits are reduced salt usage and plow effectiveness.	*
73	Dump bodies, specialty equipment, and air or hydraulic systems, related to the upfitting or modification primarily for snow and ice handling; and,	☐ Yes ☒ No	The Work Truck Attachment Division of Douglas Dynamics does not offer these types of items in our product portfolio so none will be included in this proposal.	*
74	A complementary offering of parts, supplies, and accessories, related to the upkeep, repair, or maintenance of their offering of equipment as described in 71-73 above	☒ Yes ☐ No	We will be including a full complement of product accessories within our US proposal including, but not limited to, cutting edges, backdrag edges, curb guards, deflectors, and wing extension kits for snowplows, and side extensions, work light kits, strobe light kits, and vibrator kits for hopper spreaders.	*

Attachment: Sourcewell Contract plow (Purchase UTV & Related Equipment for Parks & Recreation)

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 75. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

- 1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - 1-Pricing.zip - Friday June 17, 2022 07:33:07
 - [Financial Strength and Stability](#) - 2-Financial Strength and Stability.zip - Wednesday June 08, 2022 15:11:34
 - [Marketing Plan/Samples](#) - 3-Marketing PlanSamples.zip - Wednesday June 08, 2022 15:19:47
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - 4-Warranty Information.zip - Wednesday June 08, 2022 15:22:05
 - [Standard Transaction Document Samples](#) - 5-Standard Transaction Document Samples.zip - Wednesday June 08, 2022 15:23:22
 - [Upload Additional Document](#) - 6-Upload Additional Documents.zip - Wednesday June 08, 2022 15:25:33

Attachment: Sourcewell Contract plow (Purchase UTV & Related Equipment for Parks & Recreation)

Addenda, Terms and Conditions**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

Attachment: Sourcewell Contract flow (Purchase UTV & Related Equipment for Parks & Recreation)

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Rob Poehlein, Vice-President, Sales, Douglas Dynamics, L.L.C.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Snow_Ice_Handling_Equipment_RFP_062222 Thu May 26 2022 01:38 PM	☒	2
Addendum_2_Snow_Ice_Handling_Equipment_RFP_062222 Fri May 20 2022 02:03 PM	☒	1
Addendum_1_Snow_Ice_Handling_Equipment_RFP_062222 Tue May 3 2022 03:55 PM	☒	1

Attachment: Sourcewell Contract plow (Purchase UTV & Related Equipment for Parks & Recreation)

Water and Wastewater Department

Paul Hellman

614-322-4500 Phone

RESOLUTION REQUEST

DATE: January 9, 2023

TO: Public Service and Transportation Committee

RE: 2023 EMH&T Sewer CCTV & Cleaning

Approval:

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

Request Legislation for the Mayor to accept proposal with EMH&T, 5500 New Albany Road, Columbus, Ohio 43054 for the 2023 Sanitary Sewer CCTV Investigation and Analysis Project for Professional Services.

This is for the city to meet its obligations with the EPA Directors Finding and Orders.

EMH&T Infratechnologies Division will perform internal pipe inspection (CCTV) on approximately 33,000 linear feet of 8-in & 12-in Diameter Sanitary Sewers.

This scope of work includes closed circuit televising (CCTV) of the collection systems in the Timber Creek and Brookside Park neighborhoods, the Sewer Mains runs Mostly in the rear yard easements. See Outlined Area in Red.

Asking \$117,000.00 for Budgeted Sewer funds from 720.736.5365 and appropriating for this continuing project.

EMH&T is Asking for 117,000.00 to fund this project.

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN

Water and Wastewater Department

Paul Hellman

614-322-4500 Phone

AGREEMENT WITH EMH&T FOR THE ENGINEERING AND MANAGEMENT OF THE 2023 SEWERLINE CCTV, MANHOLE INSPECTIONS, AND CLEANING PROJECT

WHEREAS, EMH&T Infra-technologies Division will perform internal pipe inspection via closed circuit televising (CCTV) on approximately 33,000 linear feet of eight inch, twelve inch of sanitary sewer pipe; and

WHEREAS, the scope of work will also include televising the collection systems in the neighborhood of Timber Creek and Brookside Park areas regarding a general review of rear yard easements; and

WHEREAS, that funds were included for this project in the 2023 Budget.

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

SECTION 1. That the Mayor is hereby authorized to enter into an agreement with EMH&T for preliminary engineering and management of sewer line televising, manhole inspections and cleaning.

SECTION 2. That funds for these services are included in the 2023 Budget.

SECTION 3. That \$117,000.00 be encumbered from account #720-736-5365 Utility Line Repair/Maintenance.

SECTION 4. This Resolution shall take effect immediately upon passage by Council and the signature of the Mayor.



November 18, 2022

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

**Subject: Sanitary Sewer CCTV Investigation and Analysis
 Proposal for Engineering Services**

Dear Mr. Dorman:

EMH&T is pleased to submit our proposal for the 2023 Sanitary Sewer CCTV Investigation and Analysis project. This project will assist the City in meeting its obligations under the Ohio EPA Directors Findings and Orders to clean and inspect a portion of the City's sewer system annually. This scope of work includes closed circuit televising (CCTV) of the collection system in the Timber Creek and Brookside Park neighborhoods (8-12" diameter). Please refer to Figure 1 for a schematic of the proposed study area (red outlined areas). The project will include the CCTV inspection and evaluation in accordance with Pipeline Assessment Certification Program (PACP) standards and a summary memo with recommendations for rehabilitation of the sewers where warranted.

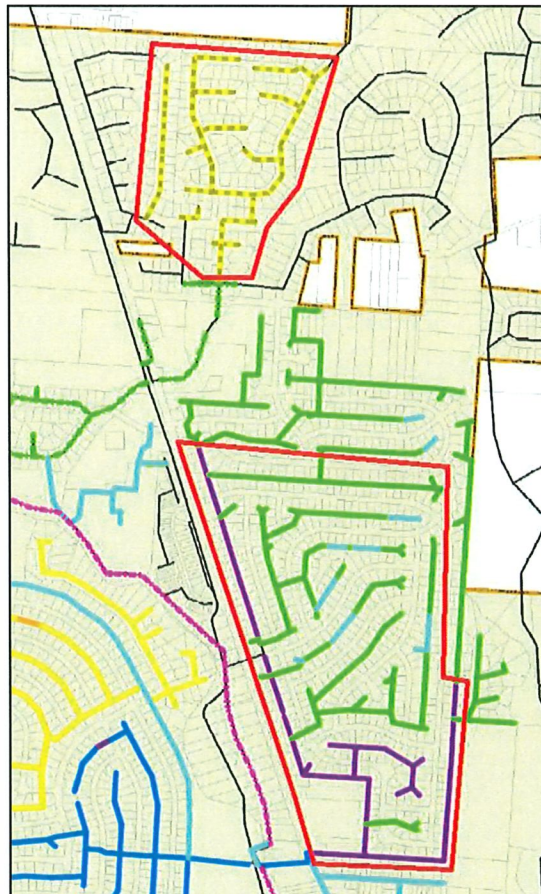


Figure 1: Study Area (Red Outline)

SCOPE OF SERVICES

EMH&T will provide CCTV data collection and data analysis for the above referenced improvements to include the following tasks:

System Characterization and Management:

1. Conduct project meetings with the City to include a kick-off meeting, progress meetings (when needed), and a presentation of findings and recommendations.
2. Review of existing site conditions, Record Plans, tributary areas, sewer capacities, and right-of-way; and coordination with the City of Reynoldsburg.
3. Prepare field exhibits for use by inspection personnel.
4. Conduct periodic site visits during televising and cleaning.

CCTV Inspection: CCTV inspection will be conducted in accordance with PACP standards. The information recorded in the CCTV inspections will be provided to Reynoldsburg on one flash drive along with one hard copy of the PACP format reporting with itemization of the observed defects. The pricing below is based on the following assumptions:

1. Manholes are assumed accessible to cleaning and inspection equipment. City crews will be available to provide access to manholes as needed.
2. Does not include bypass pumping. We understand the CCTV inspection may have to be completed during off peak hours.
3. Manhole lids assumed not to be welded shut and no restrictions to man-entry.
4. MACP inspection of manholes is not included. CCTV operator will pan around the interior of each manhole during the inspection.
5. Debris to be disposed of at wastewater treatment facility. No contingency for hazardous waste.
6. It is unlikely that maintenance of traffic will be required because these sewers are located in a residential area. However, if the need for maintenance of traffic arises, we will request assistance from the City's Street Department.
7. One copy of CCTV logs and a flash drive will be provided to the City upon conclusion of the project.
8. We have included hourly rate for cleaning/root removal as a project contingency.

CCTV Review and Analysis: The CCTV and PACP information will be reviewed and recommendations for improvement will be made where necessary. Recommendations for emergency repairs will be made upon discovery on a case-by-case basis via email. Recommendations for routine repairs will be made at the conclusion of the project in the format of a memo with exhibits depicting the recommended improvements. The pricing below is based on the following assumptions.

1. Review CCTV for approximately 33,000 linear feet of sanitary sewer.
2. Establish rehabilitation and replacement recommendations to correct the significant or critical defects, summarized in a memo with exhibits.
3. Develop cost estimates for the improvements recommended in the memo. Cost estimates will not include the cost of emergency repairs recommended during the course of the project.
4. Update the City's Sanitary Sewer Capital Improvement Plan exhibit and cost summary tables to incorporate new findings and recommendations.
5. Two hard copies of memo, exhibits, and cost estimates will be delivered to the City along with electronic (pdf) files on a disk.

EXCLUSIONS:

This project scope does not include:

1. Detailed construction plans for repairs
2. MACP manhole inspections

SCHEDULE

We will coordinate a start date and schedule upon receipt of Authorization to Proceed from the City of Reynoldsburg. We will coordinate with the City of the start of this project.

FEE

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

EMH&T SERVICES FEE SUMMARY

Base Services	Fee
1. System Characterization and Management	\$5,500.00
2. CCTV Field Investigations	\$96,000.00
a. CCTV and Regular Cleaning for 8-in to 15-in Sewer (33,000 @ \$2.00/LF)	(\$66,000.00)
b. Cleaning and Root Cutting (Contingency Item, 120 Hours @ \$250.00/Hr)	(\$30,000.00)
3. Data Analysis and Reporting	\$15,500.00
Base Services Fee	\$117,000.00

If this description and estimated fee meet with your approval, please authorize with your signature below. In your response / authorization, please indicate whether you intend to include the additional GIS services. If you should have any questions regarding this proposal, please do not hesitate to contact me at (614) 775-4555.

Respectfully submitted,



Ryan M. Andrews, PE

City of Reynoldsburg
2023 Sanitary Sewer CCTV Investigation and Analysis

November 18, 2022
Page 4 of 4

Acceptance and Authorization to Proceed:

Authorized Signature/Date

PO Number/Date

Print Name

Attachment: Contract Proposal 2023 CCTV & Cleaning (2023 EMH&T Sewer CCTV & Cleaning)

Water and Wastewater Department

Paul Hellman

614-322-4500 Phone

RESOLUTION REQUEST

DATE: **January 9, 2023**

TO: **Public Service and Transportation Committee**

RE: 2023 Sensus Upgrade Program

Approval:

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

An Ordinance to Authorize the Purchase 2000 MXU's from Sensus for the Upgrade Program and Waive Competitive Bidding Each MXU cost went up to See attachment Quote #34335.

Funds were appropriated in the water & sewer department's annual budget for 2023.

To utilize 710.735.5639 & 720.736.5639 water and sewer accounts for \$126,630 on each account Totaling \$253,260 up to \$350,000 for the Purchase of 2000 MXU's and Meters.

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

This will allow the water department to work on cycle 3 to a partial cycle radio reads, leaving only cycle 3 to finish, which currently has 3800 MXU's needed and 550 Meters to upgrade cycle 3.

A RESOLUTION TO AUTHORIZE THE PURCHASE 2000 MXU UNITS AND METERS FROM SENSUS FOR THE UPGRADE PROGRAM AND WAIVE COMPETITIVE BIDDING

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

Water and Wastewater Department

Paul Hellman

614-322-4500 Phone

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

WHEREAS, the City of Reynoldsburg water department has already completed and fully converted to radio reads in Cycle 2 and almost completed Cycle 1; and

WHEREAS, funds to continue this project to complete Cycle 3 are included in the 2023 Budget; and

WHEREAS, the equipment so purchased included technology that is unique and not available through any other comparable vendor and, therefore, competitive bidding shall be waived.

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

SECTION 1. That Council authorizes the purchase of 2000 MXU units and Sensus meters in the amount of not to exceed \$350,000.00.

SECTION 2. That an amount of \$350,000.00 is available as part of the Water and Sewer Department's 2023 Budget and waive competitive bidding as this product is unique and not available through any other comparable vendor and, therefore, competitive bidding shall be waived..

SECTION 3: That up to \$175,000.00 should be unencumbered from account #710-735-5639 Other Equipment and account #720-736-5639 Other Equipment.

SECTION 4: This Resolution shall take effect immediately upon passage by Council and the signature of the Mayor.

450 North Gallatin Avenue
P.O. Box 487
Uniontown, PA 15221 USA

1-800-MeterIt
1-800-638-3748
www.sensus.com

QUOTATION
Your Quote Number: 34335
Reference: ANNUAL QUOTE



Bill to Customer: 689237

Ship to Customer:

ATTENTION: PAUL HELLMAN
REYNOLDSBURG CITY OF-AM
DEPARTMENT OF WATER & SEWER
7232 E MAIN ST
REYNOLDSBURG OH 43068

USA

REYNOLDSBURG CITY OF-AM
7232 E MAIN ST
DEPARTMENT OF WATER & SEWER
REYNOLDSBURG OH 43068

Salesman: PRESLOID JOHN
Terms: NET 30 DAYS

Effective Date: 1/01/23
Expiration Date: 12/31/23

Line	Description	Quantity	U/M	US Dollar Unit Price
1	Part#: I1S5GBXX MTR 5/8 IPERL 7WHL2A 1G 25'3-WR (PE) SMART	1	EA	126.630
2	Part#: I2S5GBXX MTR 3/4S IPERL 7WHL2A 1G 25'3-WR (PE) SMART	1	EA	126.630
3	Part#: I4S5GBXX MTR 1 IPERL 7WHL2A 1G 25'3-WR (PE) SMART	1	EA	163.910
4	Part#: SM50520600001 TOUCHPAD AY BLACK F/MTR TO BE SOLD W/MTR ONLY	1	EA	4.280
5	Part#: C1X1XXBG1A0XXSD MTR 1.5 OMNI+C2 MNCS/T P/1 8WHL1B 1G 20'TRPL ID=SN SMRT	1	EA	1,248.500
6	Part#: C2X3XXBG1A0XXSD MTR 2 OMNI+C2 MNCS/C P/1 8WHL1B 1G 20'TRPL ID=SN SMRT	1	EA	1,442.810

This Quotation is an offer to sell which includes and is subject to the Sensus Metering Systems Terms of Sale available for viewing and downloading at <http://www.sensus.com/te> Please contact Customer Service at 1-800-638-3748 if you are unable to access this site and require a printed copy of the Terms of Sale.

Attachment: New 2023 Sensus Price Quote # 34335 (2023 Sensus Upgrade Program)

450 North Gallatin Avenue
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Uniontown, PA 15221 USA

1-800-MeterIt
1-800-638-3748
www.sensus.com

Your Quote Number: 34335

US Dollar



Line	Description	Quantity	U/M	Unit Price
7	Part#: C3X3XXBG1A0XXSD MTR 3 OMNI+C2 MNCS/C P/1 8WHL1B 1G 20'TRPL ID=SN SMRT	1	EA	1,683.740
8	Part#: C4X3XXBG2R0XXSD MTR 4 OMNI+C2 MNCS/C P/10 8WHL1A 10G 20'TRPL ID=SN SMRT	1	EA	2,838.800
9	Part#: C6X3XXBG2R0XXSD MTR 6 OMNI+C2 MNCS/C P/10 8WHL1A 10G 20'TRPL ID=SN SMRT	1	EA	4,548.530
10	Part#: C8X1XXBG2R0XXSD MTR 8 OMNI+C2 MNCS/T P/10 8WHL1A 10G 20'TRPL ID=SN SMRT	1	EA	7,623.990
11	Part#: CAX1XXBG2R0XXSD MTR 10 OMNI+C2 MNCS/T P/10 8WHL1A 10G 20'TRPL ID=SN SMRT	1	EA	9,837.400
12	Part#: T1X1XXBG1A0XXSD MTR 1.5 OMNI+T2 MNCS/T P/1 8WHL1B 1G 20'TRPL ID=SN SMRT	1	EA	722.130
13	Part#: T2X1XXBG1A0XXSD MTR 2 OMNI+T2 MNCS/T P/1 8WHL1B 1G 20'TRPL ID=SN SMRT	1	EA	866.990
14	Part#: T3X1XXBG1A0XXSD MTR 3 OMNI+T2 MNCS/T P/1 8WHL1B 1G 20'TRPL ID=SN SMRT	1	EA	1,143.650

This Quotation is an offer to sell which includes and is subject to the Sensus Metering Systems Terms of Sale available for viewing and downloading at <http://www.sensus.com/tc> Please contact Customer Service at 1-800-638-3748 if you are unable to access this site and require a printed copy of the Terms of Sale.

Attachment: New 2023 Sensus Price Quote # 34335 (2023 Sensus Upgrade Program)

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1-800-MeterIt
1-800-638-3748
www.sensus.com

Your Quote Number: 34335

US Dollar



Line	Description	Quantity	U/M	Unit Price
15	Part#: T4X1XXBG2R0XXSD MTR 4 OMNI+T2 MNCS/T P/10 8WHL1A 10G 20'TRPL ID=SN SMRT	1	EA	2,227.220
16	Part#: T6X1XXBG2R0XXSD MTR 6 OMNI+T2 MNCS/T P/10 8WHL1A 10G 20'TRPL ID=SN SMRT	1	EA	3,827.100
17	Part#: T8X1XXBG2R0XXSD MTR 8 OMNI+T2 MNCS/T P/10 8WHL1A 10G 20'TRPL ID=SN SMRT	1	EA	6,476.290
18	Part#: TAX1XXBG2R0XXSD MTR 10 OMNI+T2 MNCS/T P/10 8WHL1A 10G 20'TRPL ID=SN SMRT	1	EA	8,443.760
19	Part#: F4XCXXBG2R0XXSD MTR 4 OMNI+F2 P/10 8WHL1A 10G 20'TRPL ID=SN SMRT	1	EA	6,500.470
20	Part#: F6XCXXBG2R0XXSD MTR 6 OMNI+F2 P/10 8WHL1A 10G 20'TRPL ID=SN SMRT	1	EA	8,651.570
21	Part#: F8XCXXBG2R0XXSD MTR 8 OMNI+F2 P/10 8WHL1A 10G 20'TRPL ID=SN SMRT	1	EA	12,952.570
22	Part#: FAXCXXBG2R0XXSD MTR 10 OMNI+F2 P/10 8WHL1A 10G 20'TRPL ID=SN SMRT	1	EA	18,527.100
23	Part#: ER3 SRII & ACCUSTREAM TR/PL E REGISTER+ ONLY	1	EA	57.800

This Quotation is an offer to sell which includes and is subject to the Sensus Metering Systems Terms of Sale available for viewing and downloading at <http://www.sensus.com/tc> Please contact Customer Service at 1-800-638-3748 if you are unable to access this site and require a printed copy of the Terms of Sale.

Attachment: New 2023 Sensus Price Quote # 34335 (2023 Sensus Upgrade Program)

450 North Gallatin Avenue
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Uniontown, PA 15221 USA

1-800-MeterIt
1-800-638-3748
www.sensus.com

Your Quote Number: 34335



US Dollar

Line	Description	Quantity	U/M	Unit Price
24	Part#: ER1 SR11 & ACCUSTREAM ECR E REGISTER+ ONLY	1	EA	50.650
25	Part#: 5390753739604 TCHRD+ AY CPLT M3096+ 910-0008110	1	EA	502.410
26	Part#: 5396353751201MI M510M-F1-TC-X-MI UNIT NON-PIT/INT BTRY-D/SNGL PORT TC W-INT DATA	1	EA	126.070
27	Part#: 5396353752201MI M520M-F1-TC-X-E-MI UNIT PIT/INT BTRY-D/SNGL PORT TC W-INT DATA & LEAK DET	1	EA	147.080
28	Part#: 5396353752203MI M520M-F1-TC-TC-E-MI UNIT PIT/INT BTRY-D/DUAL PORT TC W-INT DATA LEAK DET	1	EA	183.860
29	Part#: 5396353751203MI M510M-F1-TC-TC-MI UNIT NON-PIT/INT BTRY-D/DUAL PORT TC W-INT DATA LEAK DET	1	EA	173.350
30	Part#: V1VPX3XSGBD MTR 5/8 ALLY RSV 7WHL2A 1G 3TS SMART	1	EA	463.500
31	Part#: V2VPX3XSGBD MTR 3/4S ALLY RSV 7WHL2A 1G 3TS SMART	1	EA	463.500
32	Part#: V3VPX3XSGBD MTR 3/4 ALLY RSV 7WHL2A 1G 3TS SMART	1	EA	489.250

This Quotation is an offer to sell which includes and is subject to the Sensus Metering Systems Terms of Sale available for viewing and downloading at <http://www.sensus.com/te> Please contact Customer Service at 1-800-638-3748 if you are unable to access this site and require a printed copy of the Terms of Sale.

Attachment: New 2023 Sensus Price Quote # 34335 (2023 Sensus Upgrade Program)

450 North Gallatin Avenue
P.O. Box 487
Uniontown, PA 15221 USA

1-800-MeterIt
1-800-638-3748
www.sensus.com

Your Quote Number: 34335

US Dollar



Line	Description	Quantity	U/M	Unit Price
33	Part#: 5390753775001 FL7501 AY CPLT HHD 2G RAM 16GB GPS 4G/LTE CAM ANDROID	1	EA	8,502.650
34	Part#: 5390753775002 FL7502 AY CPLT HHD 2G RAM 16GB GPS 4G/LTE CAM ANDROID W/RF PANTHER CRD	1	EA	11,690.500
35	Part#: 5390731300005 DOCKING STATN KIT 1-UNIT W/CBL W/SWTCH AY MODL&6'CBLAY FL6001 910-0022569 6'CAT5E CORD	1	EA	927.000
36	Part#: 5396353704418 SMPCL2 AY - COMMAND LINK 2 SMART POINT COMMAND LINK 2	1	EA	561.350
37	Part#: 5390753765901 AUTOGUN AY CPLT AG6590 BLUETOOTH CAPABLE 910-0024409	1	EA	1,339.000
38	Part#: 5395454700154 SFTWR ARWIN HHMR MDLE UPGR FR WIN OS ON SUPPORT	1	EA	.000

* PROJECT CODE: 9163
PARTS DISCOUNT 24% FROM LIST PRICE IN EFFECT AT
TIME OF ORDER
*
FULL FREIGHT ALLOWED
FOB SHIPPING POINT
*
IF TOUCHPAD OR HOUSING IS REQUIRED WITH E-REG USE
LIST LESS 24% WHEN PURCHASED WITH REGISTER
*
CASE 00427188
*
* QUOTE REPLACES QUOTE #33211 EFF 01/01/23 *

This Quotation is an offer to sell which includes and is subject to the Sensus Metering Systems Terms of Sale available for viewing and downloading at <http://www.sensus.com/tc> Please contact Customer Service at 1-800-638-3748 if you are unable to access this site and require a printed copy of the Terms of Sale.

Attachment: New 2023 Sensus Price Quote # 34335 (2023 Sensus Upgrade Program)

450 North Gallatin Avenue
P.O. Box 487
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1-800-MeterIt
1-800-638-3748
www.sensus.com

Your Quote Number: 34335

US Dollar



Line	Description	Quantity	U/M	Unit Price
------	-------------	----------	-----	------------

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IF MODIFICATIONS IN METER MATERIALS OR PROCESSING ARE REQUIRED TO MEET
NEW REGULATIONS, THE PRICING SUBMITTED IS SUBJECT TO IMMEDIATE CHANGE

Thank you for your interest in quality products by Sensus.

Current as of: 11/17/22

Correspondence:

SENSUS

450 North Gallatin Ave.
UNIONTOWN, PA 15401

Purchase Orders:

SENSUS

450 North Gallatin Ave.
UNIONTOWN, PA 15401

PHONE: 800-METER-IT
800-638-3748

Sensus.Orders@xyleminc.com

This Quotation is an offer to sell which includes and is subject to the Sensus Metering Systems Terms of Sale available for viewing and
downloading at <http://www.sensus.com/tc> Please contact Customer Service at 1-800-638-3748 if you are unable to access this site and require a
printed copy of the Terms of Sale.

Attachment: New 2023 Sensus Price Quote # 34335 (2023 Sensus Upgrade Program)

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

DATE: January 9, 2023

TO: Public Service and Transportation Committee

RE: Purchase Two (2) Dump Trucks for the Street Department

Approval:

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

I ask that we waive competitive bidding to piggy back on an ODOT contract and

Authorize the mayor to enter into contract with Rush Truck Center, 11775 Highway Dr. Cincinnati Ohio 45241 to purchase Two (2) truck chassis under ODOT state bid contract #023-23

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

Pengwyn, 2550 West Fifth Ave. Coulumbus Ohio 43204 to purchase and install (hydraulic system, bed, spreader, and lights) ODOT contract #213-23

The funds are appropriated in the Street Department 2023 budget; account #260-268-5632 Total cost not to exceed \$393,781.00.

**A RESOLUTION TO AUTHORIZE THE MAYOR TO PURCHASE TWO
INTERNATIONAL TRUCKS AND RELATED EQUIPMENT FOR THE STREET
DEPARTMENT AND WAIVE COMPETITIVE BIDDING**

WHEREAS, the City of Reynoldsburg Street Department requests authorization to purchase two International trucks and related equipment; and

WHEREAS, the total not to exceed cost of the trucks is \$393,781.00 and is being purchased from Rush Truck Center and Ace Truck and Body and Pengwyn for related equipment; and

Street/Stormwater Department

Keith Kundtz

614-322-5800 Phone

WHEREAS, the funds were encumbered as part of the 2023 Budget; and

WHEREAS, the Reynoldsburg City Council does hereby authorize the purchase of two International trucks and related equipment and further authorizes the Mayor to execute any documentation necessary to effectuate said purchase.

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 purchase two (2) International truck chassis from Rush Truck Center.

SECTION 2. The purchase shall be made through the Ohio State Contract bid #023-23.

SECTION 3. That the Mayor be and is hereby authorized to purchase from Ace Truck and Body one (1) Flink snow plow.

SECTION 4. That pursuant to Reynoldsburg City Code Section 175, competitive bidding is hereby suspended.

SECTION 5. That the Mayor be and is hereby authorized to purchase and have installed (2) hydraulic systems, beds, spreaders, and lights from Pengwyn.

SECTION 6. The purchase shall be made through ODOT contract # 213-23

SECTION 7. The total cost for the purchase shall not exceed three hundred ninety three thousand, seven hundred eighty one dollars (\$393,781.00).

SECTION 8. That \$393,781.00 should be unencumbered from account #260-268-5632 Motor

Street/Stormwater Department

Keith Kundtz

614-322-5800 Phone

Vehicles.

SECTION 9. This resolution shall take effect immediately upon passage by Council and the signature of the Mayor.

**PENGWYN**

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

Date: August 16,2022

To: City of Reynoldsburg

Attention: Chris Kienle

Re: 2022 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		\$24,131.52
	PENGWYN Central hydraulic system	
	ODOT Contract 835-23 (expires 9-31-22)	
453U/U850D		\$24,080.00
	Galion-Godwin 10 foot stainless steel dump body	
	City of Columbus Bid SA005479	
00002-463-04	Swenson SAD	\$7,500.00
	Gearbox driven	
Misc. Parts		\$5,997.00
	Assemble parts, plow lights, bed lights	
	Backup alarm, spinner light, hitch	
	Emergency lighting	
Misc. Brackets		\$6,150.00
	Hitch plate, hose hangers	

Attachment: 2023 Pengwyn (Purchase Two (2) Dump Trucks for the Street Department)

Labor

\$21,000.00

Labor to up fit 2024 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 \$88,858.52

Giving the steel markets volatility prices may change rapidly.

Quote good for 30 Days

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: 2023 Pengwyn (Purchase Two (2) Dump Trucks for the Street Department)

	STATE OF OHIO	
	Director of Transportation	
	Award Date	8/17/2022

Invitation**023-23****Multiple****Opened**

8/4/2022

Location

Statewide

Commodity

Single & Tandem Axle Cab and Chassis

Threshold**Click Links below for Pricing****Vendor Information**

Austinburg Truck Center
 2679 Sidley Court
 Austinburg, OH 44010
 Bill Golden
 440-650-1110
 OAKS ID: 0000305831
 bgolden@atctruck.com

Remit to Address

2679 Sidley Court
 Austinburg, OH 44010
 Bill Golden
 440-650-1110

Link to Bid[Austinburg Truck Center](#)

Cerni Motor Sales Inc
 5751 Cerni Place, P.O. Box 4176
 Youngstown, OH 44515
 Bill Thompson
 800-686-5432
 OAKS ID: 0000066551
 rcerni@cerni.com

5751 Cerni Place, P.O. Box 4176
 Youngstown, OH 44515
 Bill Thompson
 800-686-5432

[Cerni Motor Sales Inc](#)

Cleveland Freightliner Inc
 10901 Brookpark Rd.
 Parma, OH 44130
 Greg Simonic
 216-267-4800
 OAKS ID: 0000068191
 gsimonic@valley1.com

10901 Brookpark Rd.
 Parma, OH 44130
 Greg Simonic
 216-267-4800

[Cleveland Freightliner Inc](#)

Attachment: 023-23a (Purchase Two (2) Dump Trucks for the Street Department)

Columbus Truck and Equipment
 1305 US 42
 London, OH 43140
 Drew McIntyre
 614-252-3111
 OAKS ID: 0000217682
 dmcintyre@mcmahontrucks.com

1305 US 42
 London, OH 43140
 Drew McIntyre
 614-252-3111

[Columbus Truck and Equipment](#)

Fremont Volvo Trucks
 3108 E. State St., P.O. Box 626
 Fremont, OH 43420
 Matthew Christensen
 419-332-8231
 OAKS ID: 0000066743
 matt.christensen@fremontvolvotrucks.com

3108 E. State St., P.O. Box 626
 Fremont, OH 43420
 Matthew Christensen
 419-332-8231

[Fremont Volvo Trucks](#)

Fyda Freightliner Cincinnati, Inc
 1 Freightliner Dr.
 Cincinnati, OH 45241
 Mike Bailey
 513-772-7171
 OAKS ID: 0000201056
 mbailey@fydafreightliner.com

1 Freightliner Dr.
 Cincinnati, OH 45241
 Mike Bailey
 513-772-7171

[Fyda Freightliner Cincinnati, Inc](#)

Fyda Freightliner Columbus
 1250 Walcutt Rd.
 Columbus, OH 43228
 Jonah Schneider
 614-851-0002
 OAKS ID: 0000042867
 jschneider@fydafreightliner.com

1250 Walcutt Rd.
 Columbus, OH 43228
 Jonah Schneider
 614-851-0002

[Fyda Freightliner Columbus](#)

Northern Ohio Truck Center
 132 Akron Rd.
 Norwalk, OH 44857
 Gerry Billinghamurst

132 Akron Rd.
 Norwalk, OH 44857
 Gerry Billinghamurst

[Northern Ohio Truck Center](#)

419-668-4826
OAKS ID: 0000072610
gerry@northernohtruckcenter.com

419-668-4826

R & R Truck Sales, Inc.
1650 E. Waterloo Rd., PO Box 7309
Akron, OH 44306
Daniel Ralich
330-794-9304
OAKS ID: 0000060275
dralich@rrtrucksales.com

1650 E. Waterloo Rd., PO Box 7309
Akron, OH 44306
Daniel Ralich
330-794-9304

[R & R Truck Sales, Inc.](#)

Rush Truck Centers of Ohio, Inc.
11775 Highway Dr.
Cincinnati, OH 45241
Ron Huckery
513-372-8816
OAKS ID: 0000207465
huckeryr@rushenterprises.com

11775 Highway Dr.
Cincinnati, OH 45241
Ron Huckery
513-372-8816

[Rush Truck Centers of Ohio, Inc.](#)

Selking International LLC
5320 Fremont Pike
Stony Ridge, OH 46463
Brock Selking
419-244-9541
OAKS ID: 0000217363
BrockSelking@selkinginternational.com

5320 Fremont Pike
Stony Ridge, OH 46463
Brock Selking
419-244-9541

[Selking International LLC](#)

Stoops Freightliner-Quality
7800 Center Point 70 Blvd.
Dayton, OH 45424
Gary Schmaltz
937-236-4092
OAKS ID: 0000235491
garyschmaltz@truckcountry.com

7800 Center Point 70 Blvd.
Dayton, OH 45424
Gary Schmaltz
937-236-4092

[Stoops Freightliner-Quality](#)

Truck Country of Indiana, Inc.

[Truck Country of Indiana, Inc.](#)

1770 Wapak-Fisher Rd
Wapakoneta, OH 45895
Dave Hibner
419-230-9684
OAKS ID: 0000263188
davidhibner@truckcountry.com

1770 Wapak-Fisher Rd
Wapakoneta, OH 45895
Dave Hibner
419-230-9684

TSI Western Star
385 S. Bailey Rd., PO Box 547
North Jackson, OH 44451
Jason Schrenk
330.538.3850
OAKS ID: 0000237120
jasons@tsiwesternstar.com; clint@tsiwesternstar.com

385 S. Bailey Rd., PO Box 547
North Jackson, OH 44451
Jason Schrenk
330.538.3850

[TSI Western Star](#)

ITB 023-23 Pricing Notes

Rush Truck Centers of Ohio, Inc dba Rush Truck Center, Cincinnati

ITEM	DESCRIPTION	RESPONSE
11	24" Ground Clearance Package For Underbelly Plow	Unable to bid fixed price until wheelbases & components are approved by manufacturer. Allows scraper to swing under cab. 60 gallon fuel tank. Contact Ron Huckery to discuss. Pricing available via submitted factory option books.
14	Eaton FO-8406-A 6 Speed Manual Transmission	This should only be used in item 1, 3 or 5 single axle application. Engine will be 300 HP/860 TQ.
24	72" CA Single Axle	Requires relocation of air tanks. Call Ron Huckery to discuss application.
25	84" CA Single Axle	Requires relocation of air tanks. Call Ron Huckery to discuss application.
26	96" CA Single Axle	Requires relocation of air tanks. Call Ron Huckery to discuss application
4P	Full Line Chassis MFG Factory Installed Options	Complete factory option books attached as separate files for custom specification quotes.

	STATE OF OHIO	
	Director of Transportation	
	Award Date	11/3/2022

Invitation**213-23****Multiple****Opened**

11/1/2022

Location

Statewide

Commodity

Central Hydraulic Systems

Threshold**Click Links below for Pricing****Vendor Information**

Force America Inc
 4172 Fisher Rd.
 Columbus, OH 43228
 Kyle Rokoskie
 800-449-0356
 OAKS ID: 0000099527
 rpobuda@forceamerica.com;

Remit to Address

4172 Fisher Rd.
 Columbus, OH 43228
 Kyle Rokoskie
 800-449-0356

Link to Bid[Force America Inc](#)

Pengwyn
 2550 W 5th Ave
 Columbus, OH 43204
 Shelia Kime
 800-233-7568
 OAKS ID: 0000133993
 matt.toth@pengwyn.com;

2550 W 5th Ave
 Columbus, OH 43204
 Shelia Kime
 800-233-7568

[Pengwyn](#)

Attachment: 213-23a (1) (Purchase Two (2) Dump Trucks for the Street Department)

Item	Minimum Specification	
A. BASIC SYSTEM REQUIREMENTS:		Comply
1A.	Currently approved systems: Certified Power/Component Technology Storm Guard Series, Force America 5100ex Series and 6100 Series, Pengwyn IT-485 Series, Pengwyn LS485 Series, Muncie Power Products Advantage Plus System. Vendors requesting approval for a hydraulic system other than those listed above must contact the Office of Equipment Management to initiate the pre-approval and testing process.	X
2A.	All systems must be able to connect and interface with third party GPS/AVL providers.	X
3A.	All systems must include, but not limited to, the following parts: § Suction Strainer § Return filter and housing assembly § Low fluid sensor assembly § Sight gauge § Filler / breather assembly § Drain plug § Adjustable left,right, up, and down front plow flow control § Front pump suction and pressure fittings	X
4A.	Hydraulic pump shall be supplied with the control system. Pump will be capable of being mounted by driveshaft to the engine crankshaft or by PTO to the transmission	X
5A.	Hydraulic pump and system must be capable of controlling/operating all the hydraulic functions simultaneously: § Double acting dump body, currently operated by the Ohio Department of Transportation, with an empty bed cycle of approximately 60 seconds @ 1,500 RPM § All conveyor/spreader systems with hydraulic powered auger and spinner, currently operated by the Ohio Department of Transportation § 11, 12 or 14 foot power reversible snowplow, currently operated by the Ohio Department of Transportation § System shall be ground speed oriented § System must not exceed 500 psi for the down pressure for the single axle double acting dump bodies.	X
6A.	System will have adjustable pressure relief valve(s) capable of appropriately protecting all the system's circuits and components being used in each circuit	X
7A.	System shall be capable of providing up to 15 GPM for the auger circuit	X
8A.	System shall be capable of providing up to 7 GPM to the spinner circuit	X
9A.	System shall be capable of providing up to 15 GPM to the wetting (de-icing) circuit or dual anti-icing (15 GPM) and wetting (7 GPM) circuits	X
10A.	Two speed (low high) dump body lowering or feathering dump body control. If hand lever is used, lever must include a safety lock-out	X
11A.	Capability of running hydraulic tools off existing system circuits	X

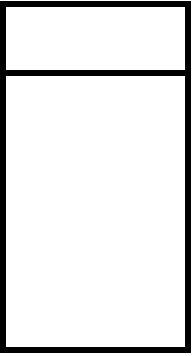
12A.	The system shall be arranged so that all electrical wiring shall be inside the truck cab or use weatherproof wiring and connectors if outside of the truck cab. Outside of the cab system must be housed in a stainless steel enclosure. All cables should be of sufficient length to be capable of being installed on any ODOT snow plow truck.	X
13A.	Distance measuring capability. Must be enabled "ON" upon delivery. Measurements may be in feet or miles (<i>Force America 5100ex excluded from this requirement</i>)	X
14A.	Control system setting lockout by key or a security code	X
15A.	No hydraulic hoses in the cab of the truck	X
16A.	Hydraulic system will use 37 degree JIC fittings	X
17A.	The hydraulic system's spreader controls will be lighted for night operation	X
18A.	Control box mounting stand. All brackets, mounts and hardware will be supplied to install the hydraulic system's in-cab controls in ODOT's current chassis currently bid on ODOT current contract DOT023.	X
19A.	Must supply in-cab stainless steel floor mounting plate and junction box plate. Refer to Figure 01 .	X
20A.	Exterior mounting bracket. All brackets, mounts, covers and hardware will be supplied to install the hydraulic system's exterior controls in ODOT's current chassis currently bid on ODOT current Contract DOT023.	X
21A.	Must supply stainless steel mounting brackets to install hydraulic system to ODOT's current chassis frames currently bid on ODOT current contract DOT023.	X
22A.	Title 47 of the code of Federal Regulations prohibits the central hydraulic systems from interfering with the mobile two way radio operations	X
23A.	The central hydraulic system will not interfere with any other system on the truck	X
24A.	Integrated hydraulic tank, minimum 35 gallon capacity	X
B. Sensors and Alerts		
1B.	Auger insufficient material load alert, visual and audible	X
2B.	Low hydraulic oil level alert, visual and audible	X
3B.	Auger jam alert, visual and audible	X
4B.	Adjustable High hydraulic oil temperature alert, visual and audible	X
C. Prototype		
1C.	After bid evaluation, the apparent low bidder may be notified to provide a proto-type unit within 20 calendar days of date of notification. The proto-type unit shall be inspected and tested for specification compliance before an award is made. Upon passing inspection and after award, the proto-type unit shall be invoiced. The Department of Transportation reserves the right to waive the proto-type inspection process.	X
D. Delivery		
1D.	Delivery must be made within eighty four (84) days after receipt of Purchase Order.	X
2D.	Vendor shall provide on-site assistance in mounting the first hydraulic system purchased at no charge. The installation will be done at Ohio Penal Industries, Chillicothe, Ohio	X
E. Warranty		
1E.	Unit shall come with a minimum thirty (30) month warranty for defective parts and labor.	X
F. Service		X

1F.	In-field service will be available within 48 hours of receiving written or verbal request from an ODOT personnel	X
2F.	The vendor shall supply one (1) each, Operator's manual, Service Manual and Parts Manual. A hyper-text (html) version of the manuals maybe submitted for approval of the Department of Transportation. It must be capable being loaded into and running in our existing intranet system (seen only by ODOT employees) or being run off of a diskette/cd. The html versions of the manuals must contain all the same information that the hard copy manuals contain, including tables, charts, and pictures. If it is approved, it may take the place of the manuals.	X
G. Options:		
1G.	The bidder will quote the additional price on the bid pricing page to add the capability to control/operate the following attachments. These items are not standard, however may be used on 1 or more of our snow plow trucks	
2G.	Patrol wing snowplow, currently operated by the Ohio Department of Transportation. 2 wing circuits may be requested to for a dual wing configuration.	
3G.	Underbody scraper, currently operated by the Ohio Department of Transportation, with down pressure up to 500 PSI	
4G.	Operate a Pengwyn Single Zero Velocity, Pengwyn Dual Zero Velocity, Swenson Placement System or Monroe Accu-Place. (<i>Force America 5100ex excluded from this requirement</i>)	
5G.	Hook-Lift Style system, currently operated by the Ohio Department of Transportation, minimum 3000 psi. When this system is used, a pressure protection system will be required to protect all other components that are not rated at 3000 psi operating range. Hook-Lift systems, must be contained in stainless steel enclosures and supplied with all bracketry to be mounted directly behind the cab, in front of the hook-lift unit and mounted above the truck frame rails.	
6G.	Hydraulic controlled plow counter-balance system adjustable for variable pressures	
7G.	If requested by ODOT, provide a high capacity crankshaft driven hydraulic pump capable of operating any or all the previous system options in lieu of the standard pump provided with the basic system. Capacity must be a minimum 30 GPM at 1500 RPM	
8G.	Electric Switch Operated Reverse Auger Circuit (includes auger and wetting diverter valve) Wetting diverter valve will divert the flow from one side of the truck to the other	
9G.	Friction Sensor Hydraulic Circuit	
10G.	Front Broom Circuit (include diverter valve), maybe run through the auger circuit	
11G.	Reverse spinner circuit (include diverter valve)	
12G.	Continuous operating PTO to allow pump (low or high capacity) to be mounted to automatic transmission	
13G.	Tow Plow System: Capable of operating the tow plow steering (full flow from pump capability), plow up/gravity down (full flow from pump capability), wetting (15 gpm max), spreader (15 gpm max) and spinner (7 gpm max) (independent of the truck's spreader and spinner)	
14G.	Please provide joystick controller as an option with separate pricing within each system, if applicable.	

Don't Comply

[illegible]

[illegible]



Prepared For:

CITY OF REYNOLDSBURG/MV607
 KEITH KUNDTZ
 7806 E. MAIN ST.
 REYNOLDSBURG, OH 43068-
 (614)866 - 3358
 Reference ID: N/A

Presented By:

RUSH TRUCK CENTERS
 Timothy M White
 3950 PARKWEST DR
 COLUMBUS OH 43228 -
 (614)541-4526

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

**Model Profile****2024 MV607 SBA (MV607)**

AXLE CONFIG:	4X2
APPLICATION:	Construction Dump
MISSION:	Requested GVWR: 35000. Calc. GVWR: 37700. Calc. GCWR: 50000 Calc. Start / Grade Ability: 41.04% / 2.96% @ 55 MPH Calc. Geared Speed: 71.3 MPH
DIMENSION:	Wheelbase: 152.00, CA: 84.90, Axle to Frame: 39.00
ENGINE, DIESEL:	{Cummins B6.7 325} EPA 2021, 325HP @ 2400 RPM, 750 lb-ft Torque @ 1800 RPM, 2600 RPM Governed Speed, 325 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-14-122A} I-Beam Type, 14,700-lb Capacity
AXLE, REAR, SINGLE:	{Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, 200 Wheel Ends Gear Ratio: 6.83
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 12R22.5 Load Range H HSR 3 (CONTINENTAL), 484 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range G HDL2 (CONTINENTAL), 493 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE:	31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
PAINT:	Cab schematic 100WP Location 1: 9219, Winter White (Std) Chassis schematic N/A

(0012ERM)

ATTACHMENTS: 0016BAM 0012THT 0007WZX 0007SCP

<u>Parameter</u>	<u>Value</u>	<u>UOM</u>
Max Accelerator Vehicle Speed	62	MPH
Road Speed Governor Upper Droop	3	MPH
Road Speed Governor Lower Droop	0	MPH
Max Engine Speed No Veh Speed Sensr	2257	RPM
Fuel Economy Adjustment Factor	4, MAXIMUM FUEL ECONOMY	N/A
Idle Speed Adjustment Enable	Y, ENABLE FEATURE OR FUNCTION	N/A
Low Idle Speed	750	RPM
Idle Shutdown Enable	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Time Before Shutdown	60.0	MIN
ISD Percent Engine Loading	100	%
ISD In PTO	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Manual Override	N, DISABLE FEATURE OR FUNCTION	N/A
ISD With Parking Brake Set	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Ambient Temperature Override	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Cold Ambient Air Temperature	30	F
ISD Intermediate Ambient Air Temp	40	F
ISD Hot Ambient Air Temperature	81	F
ISD Manual Override Inhibit Zone En	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Hot Ambient Automatic Override	N, DISABLE FEATURE OR FUNCTION	N/A
ISD Engine Coolant Temp Threshold	53	F
Cruise Control Enable	Y, ENABLE FEATURE OR FUNCTION	N/A
CC Maximum Vehicle Speed	62	MPH
CC Save Set Speed	N, DISABLE FEATURE OR FUNCTION	N/A
CC Upper Droop	3.0	MPH
CC Lower Droop	0.0	MPH
CC Auto Resume	N, DISABLE FEATURE OR FUNCTION	N/A
CC Ovrspd Retard Activation Enable	N, DISABLE FEATURE OR FUNCTION	N/A
CC Overspeed for Max Retarder	0.0	MPH
CC Overspeed for Min Retarder	0.0	MPH
Retarder - Min Vehicle Speed	0	MPH
Retarder - Delay Time	0.5	SEC
Retarder - Service Brake Activation	N, DISABLE FEATURE OR FUNCTION	N/A
Remote Accelerator Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Remote Accelerator Mode	1, REMOTE ACCELERATOR PEDAL OR LEVER WITH TRANS VERIFICATION	N/A
PTO Enable	Y, ENABLE FEATURE OR FUNCTION	N/A
PTO In Cab Mode	Y, ENABLE FEATURE OR FUNCTION	N/A
Remote PTO Enable	Y, ENABLE FEATURE OR FUNCTION	N/A
Remote Station PTO Enable	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Max Engine Speed	2600	RPM
PTO Min Engine Speed	750	RPM
PTO Maximum Engine Load	800	LB-FT
PTO Max Vehicle Speed	2	MPH
PTO Accelerator Override	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Accel Override Max Engine Speed	2800	RPM
PTO Clutch Override	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Service Brake Override	Y, ENABLE FEATURE OR FUNCTION	N/A
PTO Parking Brake Interlock Mode	0, PTO PRK BRK INT TYPE SET TO NONE	N/A
PTO Transmission Neutral Interlock	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Eng Spd Limit w/VSS Limit	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Ignore Vehicle Speed Sensor	N, DISABLE FEATURE OR FUNCTION	N/A
PTO Resume Switch Speed	950	RPM
PTO Set Switch Speed	950	RPM
PTO Additional Switch Speed	950	RPM
PTO Ramp Rate	250	RPM/SEC

Attachment: Rush truck quote (Purchase Two (2) Dump Trucks for the Street Department)

Remote PTO Number of Speed Settings	1	N/A
Remote PTO Speed Setting 1	950	RPM
Remote PTO Speed Setting 2	950	RPM
Remote PTO Speed Setting 3	950	RPM
Remote PTO Speed Setting 4	950	RPM
Remote PTO Speed Setting 5	950	RPM
Remote Station PTO Resume Sw Spd	950	RPM
Remote Station PTO Set Switch Speed	950	RPM
Remote Station PTO Addition Sw Spd	950	RPM
Transmission Driven PTO	N, DISABLE FEATURE OR FUNCTION	N/A
Transmission Driven PTO Type	0, ENGINE DRIVEN STEADY LOAD	N/A
Powertrain Protection Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Max Torque Allow By Axle/Driveshaft	23602	LB-FT
Max Torque in Top Gear Range	2995	LB-FT
Max Torque in Int. Gear Range	2995	LB-FT
Max Torque in Low Gear Range	2995	LB-FT
Max Torque w/o Vehicle Speed	1475	LB-FT
Lowest Gear of Top Gear Range	2.00	N/A
Lowest Gear of Int. Gear Range	3.00	N/A
Lowest Gear of Low Gear Range	6.00	N/A
Engine Protection Shutdown	Y, ENABLE FEATURE OR FUNCTION	N/A
Engine Protection Restart Inhibit	Y, ENABLE FEATURE OR FUNCTION	N/A
Engine Prot Coolant Level Shutdown	N, DISABLE FEATURE OR FUNCTION	N/A
Trip Information Vehicle Ovrsped1	69	MPH
Trip Information Vehicle Ovrsped2	71	MPH
Maintenance Monitor Enable	N, DISABLE FEATURE OR FUNCTION	N/A
Maintenance Monitor Operating Mode	0, MAINTENANCE MONITOR AUTOMATIC MODE OF OPERATION	N/A
Maintenance Monitor Alert Percent	90	%
Maintenance Monitor Distance	15000	MILES
Maintenance Monitor Fuel	2000	GALLONS
Maintenance Monitor Time	500	HOURS
Maintenance Monitor Interval Factor	1.00	N/A
Master Password	000000	N/A
Adjustment Password	000000	N/A
Reset Password	000000	N/A
Predictive Gear Shifting	N, DISABLE FEATURE OR FUNCTION	N/A

These Electronic Parameters have been successfully finalized

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
MV60700	Base Chassis, Model MV607 SBA with 152.00 Wheelbase, 84.90 CA, and 39.00 Axle to Frame.	\$108,628.00
1ANA	AXLE CONFIGURATION {Navistar} 4x2	\$0.00
	<u>Notes</u> : Pricing may change if axle configuration is changed.	
1CAE	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 460.0" (11684mm) Maximum OAL	\$515.00
1LSE	BUMPER, FRONT Swept Back, Steel, Painted Gray, Heavy Duty	\$0.00
1WDS	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille	\$590.00
1WEH	WHEELBASE RANGE 134" (340cm) Through and Including 197" (500cm)	\$0.00
2AVT	AXLE, FRONT NON-DRIVING {Meritor MFS-14-122A} I-Beam Type, 14,700-lb Capacity	\$888.00
3770	SPRINGS, FRONT AUXILIARY Rubber	\$111.00
3AJS	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 14,700-lb Capacity, with Shock Absorbers	\$760.00
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	(\$339.00)
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6	
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank	\$30.00
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System	\$1,357.00
4EXP	BRAKE CHAMBERS, FRONT AXLE {Bendix} 20 SqIn	\$0.00
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqIn Spring Brake	\$0.00
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake	\$0.00
4LAG	SLACK ADJUSTERS, FRONT {Gunite} Automatic	\$0.00
4LGG	SLACK ADJUSTERS, REAR {Gunite} Automatic	\$0.00
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM	\$69.00
4VKJ	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Back of Cab, Perpendicular to Rail	\$158.00
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes	\$35.00
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes	\$70.00
4XDP	BRAKES, FRONT {Meritor 16.5X5 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 5", 14,700-lb Capacity	\$100.00
4XDR	BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle	\$100.00
5708	STEERING COLUMN Tilting	\$125.00

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black	\$0.00
5PSA	STEERING GEAR {Sheppard M100} Power	\$120.00
6DGJ	DRIVELINE SYSTEM {Dana Spicer} Service Free SPL100, for 4x2/6x2	\$88.00
7BEU	AFTERTREATMENT COVER Aluminum	\$278.00
7BLV	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Short Horizontal Tail Pipe, Frame Mounted Right Side Back of Cab	\$1,161.00
7SCP	ENGINE EXHAUST BRAKE for Cummins ISB/B6.7/ISL/L9 Engine with Variable Vane Turbo Charger	\$184.00
7WZX	SWITCH, FOR EXHAUST 3 Position, Momentary, Lighted Momentary, ON/CANCEL, Center Stable, INHIBIT REGEN, Mounted in IP Inhibits Diesel Particulate Filter Regeneration When Switch is Moved to ON While Engine is Running, Resets When Ignition is Turned OFF	\$56.00
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	\$0.00
	<u>Includes</u>	
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab	
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel	
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever	
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light	
	: STARTER SWITCH Electric, Key Operated	
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector	
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature	
	: TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers; Flush Mounted	
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever	
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted	
	: WIRING, CHASSIS Color Coded and Continuously Numbered	
8518	CIGAR LIGHTER Includes Ash Cup	\$18.00
8718	POWER SOURCE Cigar Type Receptacle without Plug and Cord	\$30.00
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense	\$0.00
8HAU	BODY BUILDER WIRING INSIDE CAB; Includes Sealed Connectors for Tail/Amber, Turn/Marker/Backup/Accessory, Power/Ground, and Stop/Turn	\$302.00
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud	\$103.00
8NAA	TAIL LIGHT WIRING MODIFIED Includes: Wiring for Standard Lt & Rt Tail Lights; Separate 8.0' of Extra Cable Wiring for Lt & Rt Body Mounted Tail Lights	\$74.00
8RGA	2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab	\$211.00
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors	\$48.00
8RPP	ANTENNA Shark Fin, Roof Mounted	\$0.00
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input	\$483.00
8THB	BACK-UP ALARM Electric, 102 dBA	\$120.00

Attachment: Rush truck quote (Purchase Two (2) Dump Trucks for the Street Department)

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
8THJ	AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications	\$158.00
8TMG	TRAILER CONNECTION SOCKET {Phillips} 7-Way, Mounted at Rear of Frame, Wired for Turn Signals Combined with Stop, Compatible with Trailers with Combined Stop, Tail, Turn Lamps	\$439.00
8VBE	HORN, ELECTRIC (1) Trumpet Style	\$0.00
8VUL	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Left Side Back of Cab	\$177.00
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time	\$42.00
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade	\$70.00
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights	\$42.00
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on	\$42.00
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection	\$193.00
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm	\$0.00
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	\$0.00
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord	\$94.00
8XPB	HEADLIGHTS LED, with Daytime Running Lights	\$987.00
9AAB	LOGOS EXTERIOR Model Badges	\$0.00
9AAE	LOGOS EXTERIOR, ENGINE Badges	\$0.00
9HCZ	GRILLE Stationary, Molded in Black, with Chrome Surround	\$280.00
9WBN	FENDER EXTENSIONS Painted	\$0.00
9WBW	FRONT END Tilting, Fiberglass, with Three Piece Construction, Dual Air Intakes	\$0.00
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	\$0.00
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WP"	
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	\$0.00
10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360	\$0.00
10SLV	PROMOTIONAL PACKAGE Government Silver Package	\$0.00
11001	CLUTCH Omit Item (Clutch & Control)	\$0.00
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	\$0.00
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines	\$98.00
	<u>Includes</u>	

Attachment: Rush truck quote (Purchase Two (2) Dump Trucks for the Street Department)

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
	: BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door	
12ERM	ENGINE, DIESEL {Cummins B6.7 325} EPA 2021, 325HP @ 2400 RPM, 750 lb-ft Torque @ 1800 RPM, 2600 RPM Governed Speed, 325 Peak HP (Max)	\$5,649.00
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed	\$804.00
	<u>Includes</u> : FAN Nylon	
12VCE	AIR CLEANER Single Element, Fire Retardant Media	\$0.00
12VJG	EMISSION, CALENDAR YEAR {Cummins B6.7} EPA, OBD and GHG Certified for Calendar Year 2023	\$0.00
12VXV	THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic, Mobile, Variable Speed; (Range 2 to 20 MPH) Mounted on Steering Wheel	\$0.00
12WPV	OIL PAN 15 Quart Capacity, For Cummins ISB/B6.7 Engines	\$0.00
12WZE	CARB IDLE COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations	\$0.00
12XBM	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines	\$60.00
12XCE	RADIATOR Aluminum, 3-Row, Down Flow, Front to Back System, 738 SqIn Louvered, with 477 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler	\$0.00
12XCS	CARB EMISSION WARR COMPLIANCE Federal, Does Not Comply with CARB Emission Warranty	\$0.00
13BCS	TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway	\$6,579.00
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission	\$50.00
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints	\$203.00
13WUA	AUTOMATIC NEUTRAL Allison Transmission Shifts to Neutral When Parking Brake is Engaged and Remains in Neutral When Parking Brake is Disengaged	\$129.00
13WUS	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Package Number 223, Modified for Single Input Auto Neutral	\$0.00
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released	\$0.00
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab	\$156.00
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming	\$0.00
13XAL	PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission	\$0.00
14ARB	AXLE, REAR, SINGLE {Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, 200 Wheel Ends . Gear Ratio: 6.83	\$2,076.00
14VAJ	SUSPENSION, REAR, SINGLE 31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs	\$269.00

Attachment: Rush truck quote (Purchase Two (2) Dump Trucks for the Street Department)

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
14WMG	AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 30 thru 39.99 Pints	\$198.00
15LMR	FUEL/WATER SEPARATOR {Racor 400 Series,} with Primer Pump, Includes Water-in-Fuel Sensor	\$0.00
15LRE	LOCATION FUEL/WATER SEPARATOR Mounted Under Hood, Left Side, Above Front Axle	\$50.00
15SRE	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 50 US Gal (189L), Mounted Left Side, Under Cab	\$155.00
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab	\$0.00
16030	CAB Conventional, Day Cab	\$0.00
	<u>Includes</u> : CLEARANCE/MARKER LIGHTS (5) Flush Mounted	
16BAM	AIR CONDITIONER with Integral Heater and Defroster	\$923.00
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer	\$0.00
	<u>Includes</u> : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure or Auxiliary Air Pressure (if Air Equipped) : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure, Primary and Secondary (if Air Equipped)	
16GHU	GRAB HANDLE, CAB INTERIOR (2) Safety Yellow	\$33.00
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission	\$48.00
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} with Black Bezel, Mounted in Instrument Panel	\$30.00
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	\$0.00
16JYX	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Head Rest, Cloth, Isolated, 1 Chamber Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Seat Back Angle Adjustment, Dual Shocks	\$374.00
16SDC	GRAB HANDLE, EXTERIOR (2) Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left and Right Side at B-Pillar	\$283.00
16SMM	SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Cloth	\$398.00
16SST	MIRRORS (2) C-Loop, Power Adjust, Heated, Turn Signals, LED Clearance Lights, Black Heads and Arms, 7" x 14.5" Flat Glass, Includes 8" x 6" Convex Mirrors, for 102" Load Width	\$546.00
	<u>Notes</u> : Mirror Dimensions are Rounded to the Nearest 0.5"	
16VKB	CAB INTERIOR TRIM Classic, for Day Cab	\$0.00
	<u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted	

Attachment: Rush truck quote (Purchase Two (2) Dump Trucks for the Street Department)

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
	: SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap	
16VLK	CAB REAR SUSPENSION Air Suspension, for Mid Cab Height	\$572.00
16VSL	WINDSHIELD Heated, Single Piece	\$632.00
16WBY	ARM REST, RIGHT, DRIVER SEAT	\$45.00
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature	\$367.00
16XJN	INSTRUMENT PANEL Flat Panel	\$0.00
16XWD	SUNSHADE, EXTERIOR Aerodynamic, Painted Roof Color, with Integral Clearance/Marker Lights	\$348.00
16XWJ	WINDSHIELD WIPER BLADES Snow Type	\$30.00
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab	\$0.00
27DWH	WHEELS, FRONT {Alcoa ULT39} DISC; 22.5x8.25 Rims, Brush Finish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	\$460.00
28DWH	WHEELS, REAR {Alcoa ULT39} DUAL DISC; 22.5x8.25 Rims, Brush Finish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	\$956.00
29PBY	COATING IDENTITY, REAR WHEELS {Alcoa Dura-Bright XBR/EVO} Disc Rear Wheels, Aluminum, with Vendor Applied Treatment, Not for Super Single/Wide Base	\$419.00
29PBZ	COATING IDENTITY, FRONT WHEELS {Alcoa Dura-Bright XBR/EVO} Disc Front Wheels, Aluminum, with Vendor Applied Treatment, Not for Wide Base	\$419.00
60AAG	BDY INTG, REMOTE POWER MODULE Mounted Inside Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total; Includes 1 Switch Pack with Latched Switches	\$790.00
60AKG	BDY INTG, PTO ACCOMMODATION for (3) Latched Rocker Switches, (1) PTO Switch, (2) Generic Switches to Control (3) 30 amp relays, with Programmable Interlocks, for Body Builder Hook up in the Engine Compartment Left Side, Recommended for Automatic Transmissions	\$148.00
7372135432	(4) TIRE, REAR 11R22.5 Load Range G HDL2 (CONTINENTAL), 493 rev/mile, 75 MPH, Drive	\$1,112.00
7382155439	(2) TIRE, FRONT 12R22.5 Load Range H HSR 3 (CONTINENTAL), 484 rev/mile, 75 MPH, All-Position	\$1,064.00
Total of Product Features		\$145,470.00
Services Section:		
40129	WARRANTY Standard for MV Series, Effective with Vehicles Built July 1, 2017 or Later, CTS-2020A	\$0.00
Total of Service Features		\$0.00
Total List Price Including Options:		\$145,470.00
Body/Allied Equipment		
<u>Code</u>	<u>Description</u>	<u>List</u>

Attachment: Rush truck quote (Purchase Two (2) Dump Trucks for the Street Department)

INTERNATIONAL®

Vehicle Specifications
2024 MV607 SBA (MV607)

October 21, 2022

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
Goods Purchased <u>Code</u>	<u>Description</u>	<u>List</u>

Attachment: Rush truck quote (Purchase Two (2) Dump Trucks for the Street Department)

INTERNATIONAL®

Financial Summary
2024 MV607 SBA (MV607)

October 21, 2022

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Factory List Prices:		
Product Items	\$145,470.00	
Service Items	\$0.00	
Total Factory List Price Including Options:		\$145,470.00
2024 MY SUR CHARGES	\$5,600.00	
Total Preparation And Delivery:		\$5,600.00
FREIGHT AND SECONDARY MOVEMENT CHARGES	\$3,100.00	
Total Freight:		\$3,100.00
Total Factory List Price Including Freight:		\$154,170.00
Less Customer Allowance:		(\$56,011.80)
Total Vehicle Price:		\$98,158.20
Total Sale Price:		\$98,158.20
Total Per Vehicle Sales Price:		\$98,158.20
Net Sales Price:		\$98,158.20

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date_____
Firm or Business Name_____
Authorized Signature_____
Authorized Signature and Date

This proposal is not binding upon the seller without
Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

Attachment: Rush truck quote (Purchase Two (2) Dump Trucks for the Street Department)

Service Department**Bill Dorman****7232 E. Main Street****Reynoldsburg OH 43068****Phone****RESOLUTION REQUEST****DATE:** **January 9, 2023****TO:** **Public Service and Transportation Committee****RE:** Purchase Two (2) Trucks for the Building Department

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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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 Byers Chevrolet/Ford/Chrysler, Dodge, Jeep, Ram, 5887 N. Meadows Dr., Grove City OH 43123 to purchase two (2) Ford Ranger

Columbus contract # RFQ015892

The funds are appropriated in the Building Department 2023 budget; account #110-479-5632
Total cost not to exceed \$80,000.

Service Department

Bill Dorman

7232 E. Main Street

Reynoldsburg OH 43068

Phone

A RESOLUTION AUTHORIZING THE MAYOR TO PURCHASE TWO FORD TRUCKS FOR THE BUILDING DEPARTMENT AND WAIVE COMPETITIVE BIDDING

WHEREAS, the Building Department has determined that the City needs to purchase two additional pick-up trucks; and

WHEREAS, the vehicles and equipment will be purchased through the Columbus, Ohio purchasing contract; and

WHEREAS, the purchase of the trucks was included in the 2023 budget and will not exceed the budgeted amount of \$80,000.

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 purchase from Byers Chevrolet, Ford, Chrysler, Dodge, Jeep, Ram Dealership two (2) Ford Ranger trucks .

SECTION 2. That an amount of \$80,000.00 is available as part of the Building Department 2023 Budget.

SECTION 3: That \$80,000.00 should be unencumbered from account #110-479-5632 Motor Vehicles.

SECTION 4. That pursuant to RCO section 175.01(g), the purchase shall be made through the Columbus contract #RFQ015892; therefore, waiving competitive bidding by the City.

SECTION 5. This resolution shall take effect immediately upon passage by Council and the

Service Department**Bill Dorman****7232 E. Main Street****Reynoldsburg OH 43068****Phone**

signature of the Mayor.

CNGP530

VEHICLE ORDER CONFIRMATION

08/15/22 09:47:05

==>

Dealer: F47065

2023 RANGER

Page: 1 of 1

Order No: 0000 Priority: K4 Ord FIN: QC317 Order Type: 5B Price Level: 320

Ord Code: 101A Cust/Flt Name: REYNOLDSBURG PO Number:

		RETAIL	DLR INV			RETAIL	DLR INV
R1E	RANGER 4X2 S/C	\$26400	\$25608.00	55K	110 AC PWR OTLT	\$120	\$112.00
	.126" WHEELBASE			55U	RR PARK SNSRS	110	103.00
YZ	OXFORD WHITE			86S	TGH BED SPRY IN	495	465.00
Q	CLOTH SEATS			87W	4G WIFI HS RMVL	(20)	(18.00)
H	EBONY INTERIOR			153	FRT LICENSE BKT	NC	NC
101A	EQUIP GRP	1135	1067.00		SP DLR ACCT ADJ		(564.00)
	.XL SERIES				SP FLT ACCT CR		(776.00)
	.16"SILVER STEEL				FUEL CHARGE		17.76
	.CRUISE CONTROL			B4A	NET INV FLT OPT	NC	7.00
99H	.2.3L ECOBOOST	NC	NC		DEST AND DELIV	1495	1495.00
44U	.10-SPD AUTO TR	NC	NC	TOTAL	BASE AND OPTIONS	29685	27104.76
	255/70R16 A/S			TOTAL		29685	27104.76
	SYNC,AM/FM 6SPK						
	FLEET SPCL ADJ	NC	(365.00)	AGREEMENT			459.00
51D	AUTO S/S REMOVE	(50)	(47.00)	CONCESSION			<600.00>
F1=Help	F2=Return to Order						
F4=Submit	F5=Add to Library						
S099	- PRESS F4 TO SUBMIT			TOTAL		\$ 26,963.00	

Attachment: Ford Ranger quote (Purchase Two (2) Trucks for the Building Department)



Vehicle: [Fleet] 2023 Ford Ranger (R1E) XL 2WD SuperCab 6' Box (✔ Complete)

Standard Equipment

Mechanical

Engine: 2.3L EcoBoost (STD) Requires auto start stop removal (51D) when feature is not available.

Transmission: Electronic 10-Speed SelectShift Auto (STD)

3.73 Axle Ratio (STD)

50-State Emissions System

Engine Auto Stop-Start Feature

Transmission w/Driver Selectable Mode

Rear-Wheel Drive

70-Amp/Hr 700CCA Maintenance-Free Battery w/Run Down Protection

150 Amp Alternator

Towing Equipment -inc: Trailer Sway Control

Trailer Wiring Harness

GVWR: TBD

Gas-Pressurized Shock Absorbers

Front Anti-Roll Bar

Electric Power-Assist Speed-Sensing Steering

18 Gal. Fuel Tank

Single Stainless Steel Exhaust

Short And Long Arm Front Suspension w/Coil Springs

Solid Axle Rear Suspension w/Leaf Springs

4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist and Hill Hold Control

Exterior

Wheels: 16" Silver Steel (STD)

Tires: P255/70R16 A/S BSW (STD)

Regular Box Style

Steel Spare Wheel

Full-Size Spare Tire Stored Underbody w/Crankdown

Clearcoat Paint

Black Front Bumper w/Black Rub Strip/Fascia Accent

Black Rear Step Bumper

Attachment: Ford Ranger quote (Purchase Two (2) Trucks for the Building Department)

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Data Version: 17202. Data Updated: Aug 14, 2022 6:54:00 PM PDT.



Vehicle: [Fleet] 2023 Ford Ranger (R1E) XL 2WD SuperCab 6' Box (✔ Complete)

Exterior

Black Wheel Well Trim
 Black Side Windows Trim and Black Front Windshield Trim
 Black Door Handles
 Black Manual Side Mirrors w/Manual Folding
 Fixed Rear Window
 Light Tinted Glass
 Variable Intermittent Wipers
 Galvanized Steel/Aluminum Panels
 Black Grille
 Front License Plate Bracket
 Reverse Opening Rear Doors
 Tailgate Rear Cargo Access
 Manual Tailgate/Rear Door Lock
 Autolamp Auto On/Off Projector Beam Halogen Daytime Running Lights Preference Setting Headlamps w/Delay -Off
 Cargo Lamp w/High Mount Stop Light

Entertainment

Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Aux Audio Input Jack, Steering Wheel Controls and External Memory Control
 Radio: AM/FM Stereo -inc: Bluetooth pass thru and 1 USB port
 Streaming Audio
 Integrated Roof Antenna
 4 Speakers
 2 LCD Monitors In The Front

Interior

Driver Seat
 Passenger Seat
 Removable Full Folding Bucket Front Facing Rear Seat
 Manual Til/Telescoping Steering Column
 Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Transmission Fluid Temp, Trip Odometer and Trip Computer

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Data Version: 17202. Data Updated: Aug 14, 2022 6:54:00 PM PDT.



Vehicle: [Fleet] 2023 Ford Ranger (R1E) XL 2WD SuperCab 6' Box (✔ Complete)

Interior

Fixed Rear Windows

FordPass Connect 4G Mobile Hotspot Internet Access

Front Cupholder

Rear Cupholder

Compass

Manual Air Conditioning

HVAC -inc: Underseat Ducts

Locking Glove Box

Interior Trim -inc: Cabback Insulator and Chrome Interior Accents

Full Cloth Headliner

Urethane Gear Shifter Material

Front Cloth Bucket Seats -inc: 8-way manual adjustable driver including lumbar, 6-way manual adjustable passenger and manual reclining seats

Day-Night Auto-Dimming Rearview Mirror

3 12V DC Power Outlets

Fade-To-Off Interior Lighting

Full Vinyl/Rubber Floor Covering

Pickup Cargo Box Lights

Smart Device Remote Engine Start

Tracker System

Instrument Panel Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins and 2nd Row Underseat Storage

Power 1st Row Windows w/Driver 1-Touch Up/Down

Delayed Accessory Power

Power Door Locks

Trip Computer

Analog Appearance

Manual w/Tilt Front Head Restraints and Manual Adjustable Rear Head Restraints

Securilock Anti-Theft Ignition (pats) Immobilizer

Safety-Mechanical

AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)

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Data Version: 17202. Data Updated: Aug 14, 2022 6:54:00 PM PDT.



Vehicle: [Fleet] 2023 Ford Ranger (R1E) XL 2WD SuperCab 6' Box (✔ Complete)

Safety-Mechanical

ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Ford Co-Pilot360 - Pre-Collision Assist with Automatic Emergency Braking (AEB)

Collision Mitigation-Front

Tire Specific Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags

Safety Canopy System Curtain 1st And 2nd Row Airbags

Airbag Occupancy Sensor

Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners

Dynamic Hitch Assist Back-Up Camera

WARRANTY

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Corrosion Years: 5

Corrosion Miles/km: Unlimited

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Attachment: Ford Ranger quote (Purchase Two (2) Trucks for the Building Department)

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Data Version: 17202. Data Updated: Aug 14, 2022 6:54:00 PM PDT.

THE CITY OF COLUMBUS

PURCHASE ORDER

12.5.b

Page 1 of 1

Date: 12/16/2020

THIS NUMBER MUST APPEAR ON ALL INVOICES
PACKAGES AND SHIPPING PAPERS

Purchase
Order #

PO254277-1

BILL TO

Purchasing Office
77 N Front St 5th Floor
Columbus OH 43215

VENDOR

George Byers Sons Inc
DBA Byers Chevrolet LLC 5887 N Meadows Dr
Grove City OH 43123

CITY OF COLUMBUS

City of Columbus
4211 Groves Road
Columbus OH 43232

Delivery Contact Name		Delivery Contact Phone Number		Vendor Number	
				006008	
Order Confirmation Date		FOB			
12/16/2020		FOB Destination, Freight Prepaid & Allowed			
Line #	Description Part No	Qty	UOM	Unit Price	Extended Price
10	Product Name: Description: Award for Police Vehicles (Pursuit) Award made for items 1 and 2, in Accordance with the response to RFQ015476 See attached Line Delivery Date: 12/16/2020	1.0	EA	\$1.00000	\$1.00

THE CITY OF COLUMBUS'S TERMS AND CONDITIONS REFERENCED IN THE RFQ SHALL GOVERN THIS AND ALL
ALLIED TRANSACTIONS WITHOUT EXCEPTION.

Purchase Order numbers must be indicated on all invoices, cartons and packing slips



PO 101

Packet Pg. 156

Attachment: From Byers Chevy Truck Sales 12-22-2022-120803 (Purchase Two (2) Trucks for the Building Department)

RFQ015476 BIDDER GUIDE

The following information is provided by the City of Columbus to assist you in navigating the formal bid procedures. This information is not to supersede or replace any of the actual bid specifications or requirements; its sole purpose is to provide information on the process. If you have any questions regarding the process, please contact the appropriate City of Columbus representative listed on the bid solicitation (for specification questions see instructions below).

Any addenda issued by the City of Columbus will be posted on this site. The City of Columbus will send notification of addenda to Bidders that have an active login id and password with Columbus Vendor Services and are registered for the commodity code(s) associated with this solicitation.

Though the notification methods above will be utilized to notify bidders of addenda it is ultimately the Bidder's responsibility to check this site for verification of any issued addenda.

IN ORDER FOR YOUR BID TO BE CONSIDERED: (CHECK ONE BELOW)

☒ **Pricing** is to be entered into the corresponding Line(s) in the body of the RFQ **AND**

☐ **Pricing** is to be entered into the attachment of the RFQ. Please print, complete, and attach your completed price listing to your bid response.

The following documents must be completed and attached to your response. Complete this checklist to confirm the items required in your bid. Failure to submit the listed documents may be cause for rejection of your bid. :

_____ Subcontractor Information (if applicable)

_____ Experience Documentation

_____ Literature (if applicable)

_____ Warranty

-

-

Please refer to Page 15 of the Vendor Services User Guide for guidance using the Attachment feature to attach references, literature, warranty information and any other documentation as needed.

Terms and Conditions of Use

These terms and conditions govern your use of this application ("Vendor Services") offered by the City of Columbus (the "City"). When you use or access, or permit any other person(s) to use or access Vendor Services, you agree to the terms and conditions listed herein. The City may amend or change these Terms of Use from time to time, in our sole discretion by sending you written notice by electronic mail, regular mail, or by posting the updated terms on the Vendor Services application. As used in these Terms of Use, "you" or "your" refers to each person(s) subscribing to, using or accessing Vendor Services and "we", "us", or "our" refers to the City.

Use of the Vendor Services application and its contained pages and forms is governed by the laws of the state of Ohio. The City grants a nonexclusive, limited and revocable right to you to access and use the Vendor Services application.

By registering, you are certifying that you are a duly authorized company official, and that your statements are true, and said statements correctly and accurately identify and explain the operation and ownership of the registered company. Any material misrepresentation will be grounds for terminating any contract between you and the City of Columbus. It will also be grounds for suspension or debarment from the award of future City contracts.

By accepting these terms of use, you agree to:

- give the City access to any relevant and pertinent documents that verify compliance with the Columbus City Codes.
- update Vendor Services with any significant change in your business operations or ownership within sixty (60) days of the change.
- hold the City of Columbus harmless from any claim arising out of this application.
- affirm you are properly authorized to execute this agreement and did so as your free act and deed.
- abide by the provisions listed below.

Azure Active Directory Access Control (AzureACS) : In order to use Vendor Services, we require the use of AzureACS. You agree to treat your User ID and password with your Identity Provider as confidential. . You agree that you are solely liable for all actions taken using your Identity Provider User ID and password. If you believe your Identity Provider password has been accessed by an unauthorized person, immediately change your Identify Provider password.

You may not attempt to log in with a AzureACS Identity Provider User ID and password other than your own, and you may only access portions of the site you are authorized to access.

AzureACS Identify Provider User ID and Password As Electronic Signature: The assignment of a Vendor Services account based on an AzureACS Identity Provider User ID and password shall be used as an electronic signature and governed by the applicable provisions of the Uniform Electronic Transactions Act as adopted in the State of Ohio. Use of the Vendor Services account based on an AzureACS Identity Provider User ID and password is equivalent to, and has the full legal binding force of a written signature and is legally valid and enforceable

Electronic Communications and Electronic Signatures: You agree to be legally bound by any affirmation, assent or agreement you electronically transmit through Vendor Services and that such affirmation, assent, or agreement will be legally binding, enforceable, and the legal equivalent of your handwritten signature. (Ohio Revised Code Chapter 1306 – Uniform Electronic Transactions Act)

In addition to these Terms of Use, you agree to comply with all applicable Columbus City Charter, Columbus City Code, Terms and Conditions, and any City policy provisions as they apply to registering, bidding, and contracting with the City of Columbus.

EQUAL OPPORTUNITY CLAUSE

- (1) The contractor/vendor/bidder will not discriminate against any employee or applicant for employment because of race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status or military status. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status or military status. Such action shall include, but not be limited to, the following: employment up-grading, demotion, or termination; rates of pay or other forms of compensation; and selection for training. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this Equal Opportunity Clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that the contractor is an equal opportunity employer.
- (3) It is the policy of the City of Columbus that business concerns owned and operated by M/WBEs shall have the maximum practicable opportunity to participate in the performance of contracts awarded by the city.
- (4) The contractor shall permit access to any relevant and pertinent reports and documents by the ODI director for the sole purpose of verifying compliance with this Title and ODI regulations. All such materials provided to the ODI director by the contractor shall be considered confidential.
- (5) The contractor will not obstruct or hinder the ODI director or his/her deputies, staff and assistants in the fulfillment of the duties and responsibilities imposed by Title 39 of the Columbus City Codes.
- (6) The contractor and each subcontractor will include a summary of this Equal Opportunity Clause in every subcontract. The contractor will take such action with respect to any subcontractor as is necessary as a means of enforcing the provisions of the Equal Opportunity Clause.
- (7) The contractor agrees to refrain from subcontracting any part of this contract or contract modification thereto to a contractor not holding a valid certification number as provided for in Title 39.
- (8) Failure or refusal of a contractor or subcontractor to comply with the provisions of Title 39 may result in cancellation of this contract.

**ALL CONTRACTORS MUST HOLD A VALID CONTRACT COMPLIANCE CERTIFICATION
NUMBER ISSUED BY THE OFFICE OF DIVERSITY AND INCLUSION.**

*To obtain a Contract Compliance number register at the City of Columbus Vendor
Services website: <http://vendors.columbus.gov/sites/public>*

1. Login to the City of Columbus Vendor Services Site and register with the city of Columbus. Once that is completed and approved by the purchasing office, log back in and do the following:
2. Select **Questionnaires** from the Common menu located on the left navigation bar.
3. Next select EBO Quest. (this is the contract compliance application)
4. Question 1 will be displayed; Answer question 1 and select **Forward**.
5. Proceed through the questionnaire answering each question and selecting **Forward** to continue. Once you have reached and answered the last question select **End** to submit.
6. Then the questionnaire will be received by the ODI Office, reviewed and process within 2 business days or less. For additional questions regarding this process, contact the Office of Diversity Inclusion at 614-645-4764.

City of Columbus Home Page: www.columbus.gov

INFORMATION FOR BIDDERS

SPECIAL CONDITIONS

Special conditions included in the specifications, if inconsistent with provisions included in "Information for Bidders", shall take precedence over any provisions in "Information for Bidders" to the extent inconsistent.

SUBMISSION OF PROPOSAL

Responses must be entered and submitted electronically in the body of the RFQ. Some RFQs require pricing lists or additional documents to be attached to the RFQ response electronically. In rare instances documents require submission via regular mail delivery. Refer to the "Proposal Information" section of the specifications for instructions for submission. Any unauthorized conditions, limitations or provisions attached to the proposal may render the bid nonresponsive and result in its rejection.

ACCEPTANCE AND REJECTION

This proposal submitted by the bidder to the City of Columbus will be accepted or rejected within a period of 180 days from bid opening date. The City reserves the right to waive technicalities, and to request a rebid on the required material. If more than one item, prices shall be quoted on the units requested. However, each item shall be considered a separate bid and the City reserves the right to award a contract on each item separately or on all items as a whole or any combination thereof. Bidders whose proposal is made on an "All or None" basis must clearly state such fact in the proposals.

Each RFQ issued by the City shall state that the RFQ may be cancelled and that any RFQ response may be rejected in whole or in part when it is for good cause and in the best interests of the City.

WITHDRAWAL OF PROPOSALS

Bidders may withdraw their RFQ response at any time prior to the time specified in the advertisement as the closing time for the receipt of bids. However, no bidder shall withdraw or cancel his response for a period of 180 calendar days after said advertised closing time for the receipt of proposals.

DEFAULT PROVISION

In case of default by the bidder or the contractor, the City of Columbus may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

SIGNATURE REQUIRED

By submitting this response electronically, bidder/proposer is affixing an electronic signature as defined by the Ohio Uniform Transactions Act. Said signature represents that he/she has the authority to bind the entity to the terms and conditions contained herein.

APPLICABLE LAWS

The Revised Code of the State of Ohio, the Charter of the City of Columbus, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.

PRICING

Bidders are to quote firm or fixed prices for the duration of any contract which may be a result of this proposal unless otherwise noted in the specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern.

Quotations are requested F.O.B. destination. If quoted F.O.B. Shipping Point include freight estimate and full value insurance cost.

CONTRACT AND BOND

The bidder to whom an award is made will be required to execute a written contract with the City of Columbus, Ohio within ten days after receiving such contract for execution, and if specified in the legal notice, furnish a good and approved bond conditioned upon the faithful performance of the same. The proposal, contract, proposal bond, (if applicable), and performance bond (if applicable) shall be in the form herein specified.

If, at any time during the continuance of the Contract, any surety shall, in the opinion of the Finance & Management Director, become irresponsible, then said Director shall have the right to require additional and sufficient surety or sureties. The Contractor shall furnish the surety or sureties to the satisfaction of the said Director, within ten (10) days after notice. In default thereof the default provision herein shall apply.

LIABILITY, INSURANCE, LICENSES AND PERMITS

Where bidders are required to enter or go onto City of Columbus property to deliver materials or perform work or services as a result of bid award, the bidder will assume full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance when required. The bidder shall be liable for any damages or loss to the City occasioned by negligence of the bidder (or his agent) or any person the bidder has designated in the completion of his contract as a result of his bid.

Particular attention is directed to the statutory requirements of the State of Ohio relative to the licensing of corporation organized under the Laws of any other State.

TAXES

Federal and/or State Taxes are not to be included in prices quoted. The successful bidder will be furnished an exemption certificate if needed.

SAMPLES

Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.

DELIVERY

Time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders or any part thereof, without obligations if delivery is not made within the time(s) specified. Delivery shall be made during normal working hours and to the destination shown on the proposal.

QUALITY

Unless otherwise stated by the bidder, the RFQ response will be considered as being in strict accordance with the specifications outlined in the Bid Document.

References to a particular trade, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However, the bidder, if awarded the contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

CHANGES AND ADDENDA TO BID DOCUMENTS

Each change or addenda issued in relation to this bid document will be published on the City's Vendor Services website no less than five (5) working days prior to the scheduled bid opening date. In addition, to the extent possible, notice will be e-mailed to each person registered as having interest in the commodities selected for this bid. Total bid inquiry or specific item cancellations may be issued later than that time specified above.

WITHHOLDING OF INCOME TAX

All bidders are advised that in order for a contract to bind the City, each contract must contain the provisions found in Section 361.34 C.C.C. with regard to income taxes due or payable to the City of Columbus for wages, salaries and commissions paid to the contractor's employees as well as requiring those contractors to ensure that subcontractors withhold in a like manner.

CAMPAIGN CONTRIBUTIONS

Contractor hereby certifies the following: that it is familiar with Ohio Revised Code ("O.R.C.") Section 3517.13; that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of that Section; that it is eligible for this contract under the law and will remain in compliance with O.R.C. Section 3517.13 for the duration of this contract and for one year thereafter.

INFORMATION FOR BIDDERS (Continued)**IN THE EVENT OF A CONTRACT**

1. Where applicable according to the specifications successful seller shall transfer and deliver to City goods which conform to the specifications.
2. The City shall accept from seller goods that conform to the specifications, and shall pay for the goods in accordance with the terms of an agreement, which may result from this proposal.
3. The risk of loss from any causality to the goods regardless of the cause of the casualty shall be on seller until the goods have been delivered at the address designated in the order and are approved after inspection by the City.
4. Seller warrants and represents that seller has absolute and good title to and full right to dispose of the goods, and that there are no liens, claims, or encumbrances of any kind against the goods, and at the time of delivery shall be free from any security interests or other lien or encumbrance.
5. If there is a breach by seller of the warranty against encumbrances granted by seller in an agreement, which may result from this proposal, the City shall have the option to cancel an agreement, which may result from this proposal.
6. Seller shall defend any action brought against the City so far as the action is based on a claim that the goods, or any part of the goods, furnished under an agreement which may result from this proposal constitutes an infringement of any patent of the United States or a trademark. Seller shall be notified promptly in writing of the action and be given authority, information, and assistance, at the expense of seller, for the defense of the action. Seller shall pay all damages and costs awarded in the action. In case the goods or a part thereof are held to constitute infringement and the use of the goods or part thereof is enjoined, seller shall, at the expense of the seller, either procure for the City the rights to continue using the goods, replace the goods or a part hereof with non-infringing goods of equal or better quality, modify the goods so that the goods become non-infringing while continuing to meet or exceed the original specifications, or retake the goods and refund the purchase prices and the transportation and installation costs of the goods at the option of the City.
7. Seller warrants that (1) the goods to be supplied pursuant to an agreement which result from this proposal are fit and sufficient for the purpose intended, (2) the goods are merchantable, of a good quality, and free from defects, whether patent or latent, in material or workmanship and (3) the goods sold to the City pursuant to an agreement which may result from this proposal conform to the specifications. The particular purpose of which the goods are required may be set forth in the specifications.
8. The benefit of any warranty made in an agreement which may result from this proposal by seller shall extend to the City and to the employees of the City, any employee of the City may bring an action directly against seller for damages or injuries sustained by the employee resulting from any breach of warranty by seller.
9. All goods ordered shall be subject to final inspection and approval at the facility of the City designated for delivery. Any goods, which do not conform to the order of the City, may be rejected by the City. The City may hold any goods rejected pending instructions from the seller or the City may return goods to seller at seller's expense.
10. If any tender or delivery by seller is rejected by the City for nonconformity, no notice of intention to cure can be effective unless it is received by the City agency within five (5) days after notice of rejection is sent to seller.
11. The liability of the City for either non-acceptance of conforming goods or repudiation of the agreement which might result from this proposal shall be limited to the difference between the market price at the time and place for tender of the goods and the unpaid sales price together with any incidental damages, but less expenses paid in consequence of the breach by the City.
12. An agreement which may result from this proposal shall not be modified or altered by any subsequent course of performance

- between parties or by additional terms contained in any subsequent documents unless said additional or differing terms are incorporated by contract modification authorized to be entered into by ordinance.
13. Contractor shall protect, indemnify and save the City harmless from and against any damage, cost, or liability, including reasonable attorneys' fees, resulting from claims for any or all injuries to persons or damage to property arising from intentional, willful or negligent acts or omissions of Contractor, its officers, employees, agents, or Subcontractors.
14. This Contract may not be assigned or otherwise transferred to others by the Contractor without the prior written consent of the City. If this Contract is so assigned, it shall inure to the benefit of and be binding upon any respective successors and assigns (including successive, as well as immediate, successors and assignees) of the Contractor.
15. The signatories to this Contract represent that they have the authority to bind themselves and their respective organizations to this Contract.

LOCAL CREDIT

Pursuant to City of Columbus Ordinance # 2607-2012, in determining the lowest bid for a contract the local bidder credit will not be applied.

ENVIRONMENTALLY PREFERABLE PURCHASING

In evaluating bids or offers for materials, supplies, equipment, construction and services, preference will be given to an environmentally preferable bidder who offers a product or service equal to or superior to that of a non-environmentally preferable bidder or offeror and that the environmentally preferable bid or offer does not exceed by more than 5% (up to a maximum of \$20,000) the lowest responsive and responsible and best bid from any non-environmentally preferable bid or offer. The environmentally preferable bidder will be required to demonstrate to the city agency procuring the product or service how their bid is equal to or superior to that of a non-environmentally preferable bidder. Where the bidder or offeror is local, the applicable credit for a local bidder or offeror shall be calculated first.

CERTIFICATE OF TITLE ON EQUIPMENT

If applicable to this purchase, all documents required to obtain a State of Ohio Certificate of Title must be delivered to:

**Fleet Management Administrator
City of Columbus/Fleet Management Div.
4211 Groves Road
Columbus, Ohio 43232**

After signature by the Fleet Management Administrator, an original title is to be delivered to the above address within three (3) days. No payment for vehicles requiring a title will be authorized by the Fleet Management Administrator until a valid title is received.

REMEDIES

All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Contractor arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

OFFERORS TERMS AND CONDITIONS

Terms and conditions, submitted with this proposal, which are contrary to City Code or Charter shall be disregarded for the purpose of any subsequent contract. The successful bidder shall be notified as to which terms and conditions, if any, have been deleted.

**CITY OF COLUMBUS / FINANCE AND MANAGEMENT
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1.0 SCOPE AND CLASSIFICATION

- 1.1 **Scope:** This proposal is to provide the City of Columbus with a Universal Term Contract (blanket type) to purchase and delivery of current model year Police/Pursuit Automobiles for the Division of Police. The City estimates it will spend approximately one million dollars (\$1,000,000.00) under the terms of the resulting contract(s). The proposed contract(s) will be in effect from the date of execution by the City up to and including June 30, 2023.
- 1.2 **Classification:** The successful bidder will provide and deliver new and unused Police Pursuit automobiles per bid document. Bidders are required to show experience in providing a high volume of vehicles, and equipment and warranty capabilities as detailed in these specifications.
- 1.2.1 **Bidder Experience:** The offeror must submit an outline of its experience and work history in these types of materials and/or warranty service for the past five years.
- 1.3 **Specification Questions:** Questions regarding this bid must be submitted on the Vendor Services portal by 11:00 am Monday, April 27, 2020. Responses will be posted on the RFQ on Vendor Services no later than Thursday, April 30, 2020 at 4:00 pm.
- 1.4 For additional information concerning this bid, including procedures on how to submit a proposal, you must go to the City of Columbus Vendor Services web site at <http://vendors.columbus.gov/sites/public> and view this bid number.

2.0 APPLICABLE PUBLICATIONS AND STANDARDS

- 2.1 **Applicable Standards:** The most current applicable requirements and standards of the Ohio Department of Transportation (O.D.O.T.) and Federal Motor Vehicle Safety Standards (F.M.V.S.S.) for the duration of this contract.
- 2.2 **Bidder:** Bidder shall be a Manufacturer Authorized Dealer.

3.0 REQUIREMENTS

3.1 General Information:

- 3.1.1 **Term:** The proposed contract shall be in effect from the date of execution by the City up to and including June 30, 2023.
- 3.1.2 **Annual Extension:** Subject to mutual agreement, the period covered by the ensuing contract, under the same terms and conditions stated therein can be extended for one additional year, or portion thereof, at the same pricing.

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- 3.1.3 **Quantity Estimate:** It is estimated that the annual purchases from the resulting contract(s) will be one million dollars (\$1,000,000.00). This is an estimate of the annual needs of the City under this contract and are for bidding purposes only. This estimate is not to be construed as representing an actual order for that amount, or a guarantee that any minimum amount will actually be purchased. The City reserves the right to purchase up to twice the estimated dollar amount.
- 3.1.4 **Pricing:** Bidders are to bid firm, fixed prices, FOB Destination, freight prepaid and allowed. Bidders are requested to bid the dollar amount over triple net dealer invoice for Police/Pursuit automobiles. All O.E.M. option prices shall be charged at actual dealer's cost. Bidders may be required to submit a concept build sheet from the manufacturer to the dealer that includes all standard options and pricing for each O.E.M. option at actual dealer's cost from the manufacturer after bid opening.
- 3.1.5 **Quality Standard:** New, unused, and the manufacturer's most current production model. Vehicle shall be capable of operating successfully with all options ordered with vehicle. All parts, components, and accessories shall be genuine original equipment. Standard equipment cannot be deleted from the vehicles.
- 3.2 **Bidder Requirements:** The City will use the requirements of this section to determine if each bidder meets the minimum standards to be considered a responsible bidder. **Please print, complete and attach** Reference pages and attach any supplemental pages as may be necessary to meet these requirements. **For instructions on how to attach a document to your bid, go to page 15 of the Vendor Services User Guide.**
- 3.2.1 **Experience Required:** Documentation shall include (at a minimum) information meeting the following criteria.
- 3.2.1.1 **Equipment and Warranty Capabilities:** Offerors must document, and submit in a letter attached to the bid, their capability of providing the equipment and warranty service specified herein.
- 3.2.1.2 **Manufacturer Relationship:** The offeror shall provide the history of their relationship with manufacturer(s) that will potentially be providing these types of equipment/parts and warranty service for the past five years, including but not limited to the following:
- a) Length of the relationship
 - b) Level of the relationship
 - c) A brief history of the relationship
- 3.2.2 **Subcontractor Information Required:** If subcontractor(s) are to be used, please list names, addresses, telephone numbers and a contact person for each subcontractor. All subcontractors must have valid contract compliance certification.
- 3.2.2.1 **Subcontractor Contact:** Should the offeror use subcontractors, the City shall use the offeror as the primary contact point.

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- 3.2.4 **Specification Questions:** Questions regarding this bid including any exceptions and/or suggested changes to the requirements must be submitted on the vendor services portal by 11:00 am (local time) on Monday, April 27, 2020. Responses and any necessary addenda will be posted as an amendment to this RFQ on the City's Vendor Services portal no later than 4:00 p.m. (local time) on April 30, 2020. The City strongly encourages bidders to submit exceptions and/or changes during this stage of the process. Bidders submitting exceptions and/or changes before this date will greatly reduce the likelihood of their bid being rejected as non-responsive to the specifications. Bidders whom have not registered and created a new user on the City's portal <http://vendors.columbus.gov/sites/public> are strongly encouraged to do so. Notice of any pre-bid notes and addenda will only be sent to Bidders whom have registered at the site.
- 3.2.4.1 For further instructions on how to submit "Vendor Questions" through the Vendor Portal, please see Section "Add Vendor Questions" provided on page 16 of the City of Columbus Vendor Services User Guide.
- 3.2.4.2 The City has instructional videos to assist bidders at the portal. Tutorial videos are available to be viewed through You Tube or by clicking the following link:

https://www.youtube.com/channel/UCTIkGGM7GHITzoqQVNJIA/videos?shelf_id=0&view=0&sort=dd
- 3.3 **SPECIFICATION INFORMATION:** Current year new and unused Police/Pursuit Automobiles, Dealer Accessories and Aftermarket Parts
- 3.3.1 **AUTOMOBILES** - Bidders are requested to bid the dollar amount over triple net dealer invoice for all vehicles purchased per this contract.
- 3.3.1.1 **ITEM NO. 1:** Dollar amount over triple net dealer invoice for Police / Pursuit Vehicles.
- 3.3.2 **OEM DEALER ACCESSORIES**
- 3.3.2.1 **ITEM NO. 2:** Single Spare Key, including Fob if separate
- 3.3.3 **Additional Aftermarket Items:** Additional aftermarket items may be added during the term of the contract. A description, cost of the proposed additions, and any changes to items on the contract must be submitted in writing for review and approval prior to implementation. Please submit information to the Purchasing Office.
- 3.3.3.1 **Aftermarket Parts:** All manufacturers, product names, and model numbers referred to in these specifications are to establish minimum quality standards for the particular item. Unless otherwise noted Suppliers are invited to bid products of any manufacturer that meet or exceed the specifications. Bids will be considered on units complying with the specifications. All alternates must be detailed in an attached letter to bid. Explanations must fully state what is to be furnished. All alternates must meet or

**CITY OF COLUMBUS / FINANCE AND MANAGEMENT
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exceed specifications. The right is reserved by the City of Columbus to determine whether any proposed alternates are within the specifications.

4.0 INSPECTION PROCEDURES

- 4.1 Fleet Management Division will thoroughly inspect all vehicles prior to acceptance by the City of Columbus. Any defects shall be promptly corrected without cost to the City of Columbus.

5.0 PREPARATION FOR DELIVERY

- 5.1 **Ordering Procedure:** Purchase Orders will be issued by the Director of Finance and Management referencing the terms of this contract, a "not to exceed" amount of certified funds, the description of the vehicle, options, a specific delivery location and the "invoice to" address.

Division of Fleet Management will request the Offeror to submit a vehicle quote with unique identifier number. Quote shall include an itemized list consisting of the following: base price of vehicle, all options at dealer cost, any itemized incentives and/or rebates, cost of any requested dealer accessories and aftermarket items cost of the amount over triple net dealer invoice (must match dollar amount bid on proposal worksheet, item 1). The purchase order will be made out for exact amount of vehicle quote and reference the unique identifier number.

5.2 Delivery:

- 5.2.1 All vehicles must be delivered with all fluid levels at the manufacturer's recommended full capacity; excluding fuel. All manufacturer's pre-delivery service and inspections should be completed prior to delivery to the City of Columbus.
- 5.2.2 The City of Columbus, Fleet Management Division shall be notified no less than twenty-four (24) hours before actual delivery of the vehicle. Contact the following person: Mr. John King (or designee) at the Division of Fleet Management (614) 645-6104.
- 5.2.3 Delivery shall be F.O.B destination prepaid and allowed to City of Columbus, Ohio 4211 Groves Road, Columbus, Ohio 43232.
- 5.2.3.1 Upon request by the City of Columbus at time of order, successful bidder shall agree to drop ship vehicle directly to alternate location, provided alternate location is available as a manufacturer drop shop location code at no additional charge to successful bidder.

5.3 Title:

- 5.3.1 All documents required to obtain a State of Ohio Title must be delivered to John King at the Division of Fleet Management, 4211 Groves Road, Columbus, Ohio 43232. All forms must be properly completed. NO BLANK FORMS WILL BE ACCEPTED.

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- 5.3.2 After signature by the Division of Fleet Management, an Ohio Certificate of Title shall be delivered to the City of Columbus, Division of Fleet Management within three (3) days. Fleet Management will not authorize payment for any vehicle until they receive a valid State of Ohio Title.
- 5.3.3 All titles are to be made out to the City of Columbus, 4211 Groves Rd, Columbus, Ohio 43232.
- 5.3.4 All vehicles shall be delivered with the manufacturer's dealer's invoice and the line sheet which lists ALL equipment with order codes on the vehicle. All components of option packages must be in or on the vehicle at the time of delivery.
- 5.4 **Invoices:** The invoice should show the City Purchase Order number, a brief description identifying the item and the total amount. Invoice shall be mailed to the address on the Purchase Order.

6.0 NOTES

- 6.1 **Online Bidding Instructions:** Bidders are requested to quote firm or fixed prices on the corresponding line item(s) only. It is understood that all parts may not be specifically mentioned but must be included to make the unit operational and complete.
- 6.1.1 **Alternates:** Bids will be considered on units complying with the specifications. All alternates must be detailed in an attached letter to bid. Explanations must fully state what is to be furnished. All alternates must exceed specifications. The City of Columbus reserves the right to determine whether any proposed alternates are within the specifications.
- 6.1.2 **Minimum Order:** The bidder shall state in the comment section OR in an attached document any minimum quantity required for delivery. If no quantity is specifically stated, it will be presumed that no minimum quantity is required for delivery. Any minimum quantity stated by the Bidder may be used by the City in evaluation of the bid.
- 6.1.3 **Attachments:** For instruction on attaching documents to online quotes, please see page 15 of the "City of Columbus Vendor Services User Guide", made available through the Vendor Portal.
- 6.2 **Warranty:**
- 6.2.1 **Warranty Period:** The warranty period shall be a minimum of 36 months/36,000 miles "bumper to bumper" and power-train coverage to 60,000 miles or 5 years, whichever comes first, at no additional charge. Bidders shall submit any information with roadside assistance warranty. Bidders shall submit copies of the warranty with the bid proposal.
- 6.2.1.1 **Aftermarket Parts Warranty:** Original manufacturer warranty will be in effect for all aftermarket parts.

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- 6.2.2 **Delayed Warranty:** Bidder shall submit on a separate sheet attached to the bid a procedure for delayed warranty for starting dates to cover the interval between time of delivery of the complete vehicle and the actual date that the vehicle is placed in service by the City. This delayed time period will cover inspection, installation of radios, operator and mechanic training, etc.
- 6.2.3 **Fully Franchised:** The manufacturer shall contract with a warranty service provider whose primary business is the sale and/or repair of the equipment proposed in this bid proposal. Warranty service must be performed by a franchised OEM dealer that is authorized by the manufacturer(s) to perform warranty service.
- 6.2.4 **Bidder and Manufacturer Cooperation:** The City of Columbus shall not be responsible for communication between manufacturer(s) and bidder(s). It is expected and understood that the successful bidder(s) and manufacturer(s) will cooperate and exchange information to facilitate a smooth production process.
- 6.3 **Manuals:** Successful bidder shall furnish for the life of the contract web access to OEM diagnostic software including parts lists, service, maintenance, operation, and overhaul manuals for the chassis, engine, transmission, drive line, electrical, fuel, and emissions upon delivery of the vehicles to the City of Columbus.
- 6.4 **Literature:**
- 6.4.1 To aid in the evaluation of bids, all bidders are to furnish with this bid current published literature and Dealer's specifications that best explains the unit offered, model and identification of the options that meet or exceed the specifications. Published literature shall include pictures and complete descriptive matter.
- 6.5 **Universal Term Contract:** This proposal is bidder's offer to sell the item(s) set forth in the bidders' response to the RFQ at the price(s) quoted by bidder therein, under the terms and conditions of these bid documents. An estimated quantity or estimated annual expenditure is set forth in the proposal. Bidder is to take notice that the City makes no warranties or representations that the estimated quantity, or any quantity at all, will be ordered by the City even though bidder's proposal is accepted by the City and a firm offer for sale executed.
- If bidder's proposal is accepted by the City and the firm offer for sale is executed the bidder is to take further notice that no act, failure to act, or order placed by the City shall constitute an order or contractually bind the City without the proper certificate by the City Auditor that funds sufficient for full payment due on any order are available. Each order placed under the firm offer for sale shall require execution of a purchase order. Therefore in consideration of one (1) dollar received by the awarded bidder, said bidder shall offer to sell buyer, City of Columbus, who shall have the Contract Term to exercise this option to purchase, at the price and on the terms set forth in this proposal.
- The City shall not be precluded from buying the same or similar items from other suppliers.
- 6.5.1 **Written Purchase Order:** No shipment shall be authorized until such issuance of a Purchase Order.

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- 6.6 **Cooperative Purchasing:** The successful bidder shall also supply all items under the terms and conditions of the proposed contract to agencies officially sanctioned by the City in its cooperative purchasing effort, the Central Ohio Organization of Public Purchasers (COOPP). Any agency that is not subject to a City of Columbus purchase order must be invoiced directly by the supplier. Those agencies participation is subject to a credit approval by the supplier, as the City of Columbus is in no way obligated to those agencies' financial commitments. The supplier shall be notified of any additional agencies sanctioned by the City of Columbus via letter signed by the Finance and Management Director.
- 6.7 **Tax Credits, Grants, and Refunds:** Any and all grants, incentives, credits, rebates, discounts and/or refunds received by the manufacturer or dealer based on emissions reductions or the CNG fuel status of these vehicles will be identified and deducted from the cost of the vehicles provided to the City of Columbus, including, but not limited to, any tax credits that may be transferred from the City, as a tax exempt entity, to the Seller.
- 6.8 **Correspondences:** During the bidding and evaluation process Offerors are strictly prohibited from communicating with any City employees or officers regarding the solicitation. Any communication from the vendor to the City should be limited to only the contact(s) listed in the RFQ and/or below. A violation of this section on the part of the Offeror may lead to disqualification.

All correspondences regarding this bid should be sent via email to
rslaughter@columbus.gov

THOMAS ALLEN

From: Slaughter, Roblyn <rSlaughter@columbus.gov>
Sent: Friday, September 25, 2020 10:06 AM
To: THOMAS ALLEN
Subject: RE: Police car bid

Sure. Please see below highlighted pricing received by Byers. Thanks.

Vendor account	Type	Line #	Alt.	Total amount	Product name	Qty	Unit price	Le	ti
6832	Header		No	\$ 399.00					
6832	Line	10	No	\$ 299.00	Police Pursuit Vehicles Triple Net Discount	1	\$ 299.00		
6832	Line	20	No	\$ 100.00	Key Fob	1	\$ 100.00		
32607	Header		No	\$ 25,426.00					
32607	Line	10	No	\$ 25,211.00	Police Pursuit Vehicles Triple Net Discount	1	\$ 25,211.00		
32607	Line	10	Yes	\$ 27,184.00	2021 Dodge Charger AWD V6	1	\$ 27,184.00		
32607	Line	20	No	\$ 215.00	Key Fob	1	\$ 215.00		
32607	Line	20	Yes	\$ 31,131.00	2021 Dodge Durango AWD V6	1	\$ 31,131.00		
6008	Header		No	\$ 85.00					
6008	Line	10	No	\$ 85.00	Police Pursuit Vehicles Triple Net Discount	1	\$ 85.00		
6008	Line	20	No	\$ -	Key Fob	1	\$ -		

From: THOMAS ALLEN [mailto:tallen@byersauto.com]
Sent: Friday, September 25, 2020 10:00 AM
To: Slaughter, Roblyn <rSlaughter@columbus.gov>
Subject: [EXTERNAL] Police car bid

Roblyn,

Can you possibly email me the figures I sent for the Interceptor or tell me where on the purchasing site I can see it? I also have a home office and I think I may have left that file there.

Thanks,

Tom Allen
Fleet Sales Manager
Byers Chevrolet, Byers Ford, Byers Chrysler, Jeep, Ram, Dodge

SIGNATURE AFFIDAVIT

(Must be completed when the individual signing the contract is NOT an officer or Member of the Company.)

STATE OF: OHIOCOUNTY OF: DELAWAREScott A. Besinger, being duly sworn, deposes and says that he/she isTreasurer of BYERS FORD, a Corporation, LLC, or LLP organized and existing under
(Title) (Company Name)and by virtue of the laws of the State of OHIO, and having its principal office atDELAWARE, OHIO 43015
City, State, Zip Code

Affiant further says that he/she is familiar with the records, minute books and by-laws of

BYERS FORD
(Company Name)Affiant further says that Scott A. Besinger is Treasurer
(Name of Person Signing Contract) (Title)Of the Company and is duly authorized to sign the Contract for: POLICE PURSUIT VEHICLES, ETCFor said Company by virtue of Board of Directors Resolution - 8/25/13
(State whether the provision of by-laws or a resolution of the Board of Directors. If resolution, give date of adoption.)

Signature of Affiant**

** AFFIANT MUST BE SOMEONE OTHER THAN THE INDIVIDUAL SIGNING THE CONTRACT.**

Sworn to before me and subscribed in my presence this 30th day of November 2020Tracy Brown
Notary PublicMy Commission Expires: June 19, 2023TRACY BROWN
Notary Public, State of Ohio
My Commission Expires
June 19, 2023

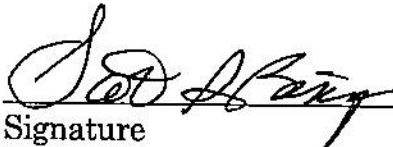
CONTRACT: FIRM OFFER FOR SALE

In consideration of one (1) dollar received by **George Byers Sons Inc**, "Contractor," Contractor hereby offers to sell to City of Columbus, "Buyer", who shall have until June 30, 2023 to exercise this option to purchase, at the price and on the terms set forth in the bid proposal which includes: Advertisement for Bids, (RFQ015476), Information to Bidders, Contract: Firm Offer for Sale and specifications set forth in RFQ015476, all of which are incorporated and agreed to by both parties as if fully rewritten herein. Buyer may exercise this option without limitation to the number of times or quantity purchase(s) provided that the total purchase(s) do not exceed twice the estimated quantity or dollar amount set forth in the proposal.

Should the City exercise its option, the contractor agrees with the City of Columbus to furnish and deliver, at their own cost and expense, all the equipment, machinery and supplies set forth in **Item(s) No. 1 and 2** in the proposal filed by the Contractor with the Buyer's Purchasing Office on May 21, 2020 in response to advertisement of bids for **Police Pursuit Vehicles UTC**, RFQ015476, according to specifications and plans therefore, thereto attached and for the prices set forth in said proposal.

IN WITNESS WHEREOF, the contractor and the City of Columbus have hereunto set their hands on this 30th day of November, 2020.

George Byers Sons Inc


Signature
by

Treasurer
Title

row

City of Columbus, Ohio
Purchasing Office

Finance & Management Director as authorized

Ordinance No. _____
Passed _____

Attachment: From Byers Chevy Truck Sales 12-22-2022-120803 (Purchase Two (2) Trucks for the Building Department)

Development Department

Eric Meyer

7232 E. Main Street

Reynoldsburg OHIO 43068

Phone

ORDINANCE REQUEST

DATE: **January 9, 2023**

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

RE: **Taylor-Summit Community Reinvestment Area**

Approval:

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

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

Two read emergency

AN ORDINANCE ADOPTING PROVISIONS OF SECTIONS 3735.65 THROUGH 3735.70 OF THE OHIO REVISED CODE TO ESTABLISH AND DESCRIBE THE BOUNDARIES OF THE TAYLOR-SUMMIT COMMUNITY REINVESTMENT AREA IN THE CITY OF REYNOLDSBURG, DESIGNATING A HOUSING OFFICER TO ADMINISTER THE PROGRAM, AND DECLARING AN EMERGENCY

WHEREAS, the Council of Reynoldsburg desires to pursue all reasonable and legitimate incentive measures to assist and encourage development in the area of the corporate boundaries of the City of Reynoldsburg which have not enjoyed reinvestment from remodeling or new construction; and

WHEREAS, a survey of housing within the proposed Community Reinvestment Area, attached hereto as Exhibit A, as required by Ohio Revised Code ("Revised Code") Section 3735.66 has been prepared for the area to be included in the proposed Taylor-Summit Community Reinvestment Area, which area is identified on Exhibit B attached hereto; and

Development Department

Eric Meyer

7232 E. Main Street

Reynoldsburg OHIO 43068

Phone

WHEREAS, the maintenance of existing structures and construction of new structures in the proposed Taylor-Summit Community Reinvestment Area would serve to encourage economic stability, maintain real property values, and generate new employment opportunities within the proposed Taylor-Summit Community Reinvestment Area and the City of Reynoldsburg as a whole; and

WHEREAS, the remodeling of existing structures and construction of new structures in the proposed Taylor-Summit Community Reinvestment Area constitutes a public purpose for which real property exemptions may be granted.

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

SECTION 1. This Council hereby adopts the findings of the Housing Survey, including the finding that area designated as the proposed Taylor-Summit Community Reinvestment Area constitutes an area in which housing facilities or structures of historical significance are located, and in which new housing construction and/or repair of existing facilities is, and has been, discouraged.

SECTION 2. Pursuant to Revised Code Section 3735.66, the Taylor-Summit Community Reinvestment Area is hereby established in the area of the City of Reynoldsburg, as further depicted on Exhibit B attached hereto and incorporated herein by this reference. Wherein only residential, commercial and/or industrial properties consistent with the applicable zoning regulations within the Reynoldsburg Community Reinvestment Area will be eligible for exemptions hereunder.

SECTION 3. All properties identified in Exhibit B as being within the Taylor-Summit Community Reinvestment Area are eligible for this incentive (the City may determine all or any combination of project types - residential, commercial and industrial as eligible). This proposal is a public/private partnership intended to promote and expand conforming uses in the designated area.

Development Department

Eric Meyer

7232 E. Main Street

Reynoldsburg OHIO 43068

Phone

SECTION 4. Within the Taylor-Summit Community Reinvestment Area, the percentage of the tax exemption on the increase in the assessed valuation resulting from the remodeling and new construction of commercial and industrial real property and the term of that exemption shall be negotiated on a case-by-case basis in advance of such remodeling or construction occurring in accordance with Revised Code Section 3765.67. The results of the negotiation as approved by this Council will be set in writing in a Community Reinvestment Area Agreement as required by Revised Code Section 3735.671. For residential-property, a tax exemption, in the fixed percentage of 50%, on the increase in the assessed valuation resulting from improvements as described in the Revised Code Section 3735.67 shall be granted upon proper application by the property owner and certification thereof by the designated housing officer for the periods set forth below. Residential applications must be filed with the Housing Officer (defined below) no later than six months after construction completion. The exemptions shall not exceed the following limits:

- A. Ten (10) years, (term the same for all) for the remodeling of dwellings and upon which the cost of remodeling is at least \$2,500, in the case of a dwelling containing not more than two (2) family units, or at least \$5,000, in the case of all other dwellings as described in Revised Code Section 3735.67.
- B. Fifteen (15) years, (negotiated - up to 15 years) for the remodeling of existing commercial and industrial facilities, and upon which the cost of any remodeling is at least \$5,000, shall be negotiated on a case-by-case basis in advance of construction or remodeling occurring.
- C. Fifteen (15) years, (negotiated - up to 15 years) for the construction of new commercial or industrial facilities shall be negotiated on a case-by-case basis in advance of construction occurring.

If remodeling qualifies for an exemption, during the period of the exemption, the dollar amount of the increase in market value of the remodeled structures shall be exempt from real property taxation. If new construction qualifies for an exemption, during the period of the exemption, the exempted percentage of the structure shall not be considered to be an improvement on the land on which it is located for the purpose of real property taxation.

Development Department

Eric Meyer

7232 E. Main Street

Reynoldsburg OHIO 43068

Phone

SECTION 5. All commercial and industrial projects are required to comply with the state application fee requirements of Revised Code Section 3735.672 (C) and the local annual monitoring fee of one percent of the amount of taxes exempted under the agreement, currently a minimum of \$500 up to a maximum of \$2,500 annually (the monitoring fee is a local option and may be waived by the City).

SECTION 6. To administer and implement the provisions of this Ordinance, the Mayor is designated as the Housing Officer as described in Revised Code Sections 3735.65 through 3735.70. The Mayor may delegate said duties to his designee as necessary.

SECTION 7. The Community Reinvestment Area Housing Council established by Ordinance No. 59-2022 shall serve as the Community Reinvestment Area Housing Council for the Taylor-Summit Community Reinvestment Area. The Housing Council shall make an annual inspection of the properties within the Taylor-Summit Community Reinvestment Area for which an exemption has been granted under Revised Code Section 3735.67. The Housing Council shall also hear appeals under Revised Code Section 3735.70.

The previously established Tax Incentive Review Council for the City of Reynoldsburg shall review annually the compliance of all agreements involving the granting of exemptions for commercial or industrial real property improvements under Section 3735.671, of the Revised Code and make written recommendations to the Council as to continuing, modifying or terminating said agreement based upon the performance of the agreement.

SECTION 8. This Council reserves the right to re-evaluate the designation of the Taylor-Summit Community Reinvestment Area after December 31, 2030, at which time this Council may direct the Housing Officer not to accept any new applications for exemptions as described in Revised Code Section 3735.67.

SECTION 9. The Mayor is hereby directed and authorized to petition the Director of the Ohio Department of Development to confirm the findings contained within this Ordinance. On or before March 31 of each year, the Mayor shall submit to the State Director of Development, and

Development Department

Eric Meyer

7232 E. Main Street

Reynoldsburg OHIO 43068

Phone

the School District as may be applicable, any status reports for the Taylor-Summit Community Reinvestment Area, as may be required by Revised Code Sections 3735.672 and 3735.69.

SECTION 10. The Clerk of Council is hereby directed to publish this ordinance, immediately following its passage, in a newspaper of general circulation in the City once a week for two consecutive weeks or as provided in Revised Code Section 7.16.

SECTION 11. The Council hereby finds and determines that all formal actions relative to the passage of this ordinance were taken in an open meeting of this Council or its committees, that all deliberations of this Council and of its committees that resulted in formal action were taken in meetings open to the public, in full compliance with the applicable legal requirements, including Revised Code Section 121.22.

SECTION 12. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City and to meet a situation affecting health, property and the public peace, and for the further reason that it is necessary to immediately designate the Taylor-Summit Community Reinvestment Area, in order to improve housing stock, and to provide for creation of jobs and economic opportunities in the City, which are vitally needed in order to enhance job opportunities, to enhance vitally needed income tax and other revenues for the City, and to improve the economic welfare of the citizens of the City; wherefore, this Ordinance shall be in full force and effect immediately upon its passage by not less than five affirmative votes of Council and approval by the Mayor, and upon confirmation by the Director of the Department of Development of the findings of this Ordinance.

Exhibit A**TAYLOR-SUMMIT COMMUNITY REINVESTMENT AREA HOUSING SURVEY**

[ATTACHED]

**Community Reinvestment Area
Housing Survey**

**City of Reynoldsburg
Taylor-Summit CRA District**



Prepared for: Ohio Department of Development
Office of Strategic Business Investments, Tax Incentive Section

Prepared by: City of Reynoldsburg Department of Economic Development

December 5, 2022

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Purpose and Scope

The City of Reynoldsburg is proposing to create a Community Reinvestment Area (CRA). Section 3735.65 of the ORC defines a CRA as the following: “an area within a municipal corporation or unincorporated area of a county for which the legislative authority of the municipal corporation or, for the unincorporated area, of the county, has adopted a resolution under section 3735.66 of the Revised Code describing the boundaries of the area and containing a statement of finding that the area included in the description is one in which housing facilities or structures of historical significance are located and new housing construction and repair of existing facilities or structures are discouraged.”

The purpose of this report is to determine whether the proposed area shown in **Map 1** should be designated as a CRA as defined by the Ohio Revised Code (ORC) Section 3735.65. More specifically, this Housing Survey was completed to determine if the proposed CRA is one in which housing facilities or structures of historical significance are located and new housing construction and repair of existing facilities or structures are discouraged. The proposed CRA is located within Census Tracts 7562.03 and 7562.04. There are 563 residentially zoned parcels and 1 parcel zoned Innovation District within the proposed CRA. A complete listing of the parcels within the proposed Taylor-Summit CRA is shown in **Table 2** below. A written description of the proposed CRA boundary is as followed:

An area bounded in the north and northeast by the property located immediately south of the Summit Ridge Heights/Thousand Pines Residential Subdivision, which is located at the southeast quadrant of the intersection at Broad Street and Taylor Road; an area bounded in the northeast by properties located along the west side of Marinette Place and Jackies Bend, and the north side of Jackies Bend, Alli’s Place and Huggins Lane; an area bounded in the east by properties located on the west side of Summit Road between Huggins Lane and Firstgate Drive; an area bounded in the south by properties located on the north side of Firstgate Drive between Summit Road and Mueller Drive, the properties located on the west side of Mueller Drive that are adjacent to properties along the east side of Petigrew Court, the properties along the south side of Petigrew Court, the properties located on the south side Coral Canyon Circle, the properties along the south side of Turos Court, and the properties along the south side of Firstgate Drive between Turos Court and Taylor Road; an area bounded in the center west by the properties located on the north side of Firstgate Drive between Taylor Road and Ormiston Circle, the properties located on the west and northside of Ormiston Circle, and the properties along the north side of Ormiston Court; and an area bounded in the west by western edge of the public right of way along Taylor Road from Firstgate Drive, excluding parcels 012-028668-00.000, 012-028668-00.001, 012-028668-00.002, 012-028668-00.003, 012-028356-00.000, 063-151992-02.000, 063-141258-00.000, 063-142068-00.000, 063-140412-00.000, 063-140412-01.000 and 063-146604-00.000, until the northern end of the property located on the east side of Taylor Road immediately south of the Summit Ridge Heights/Thousand Pines Residential Subdivision.

City of Reynoldsburg

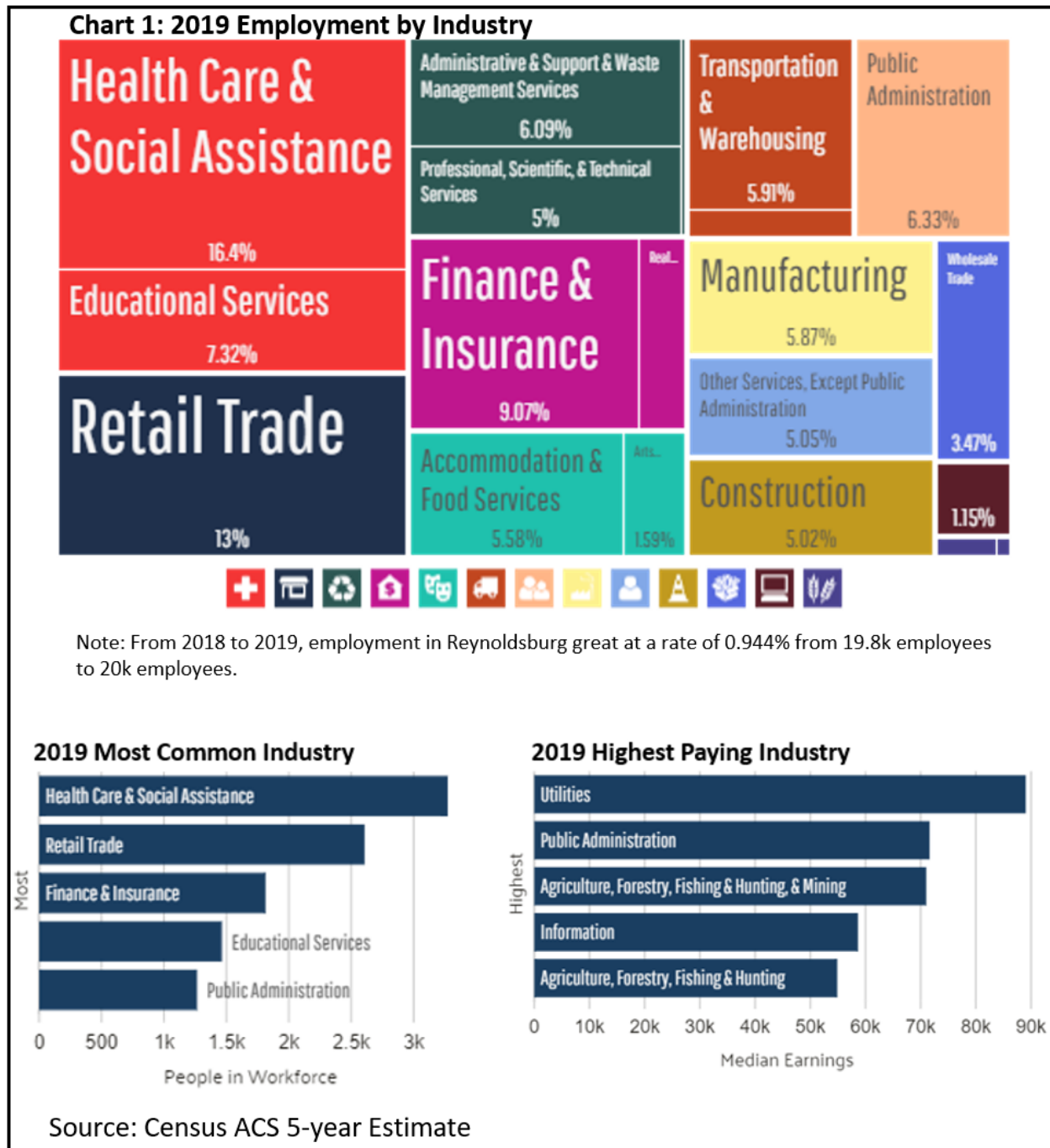
The City of Reynoldsburg was founded in March of 1839 and incorporated as a city in 1979. Reynoldsburg is an 11.16 square mile community within Franklin and Licking Counties. It is part of the Columbus Metropolitan Statistical Area. The city is abutted on the north by the City of Columbus and the City of Pataskala, on the east by Etna Township, on the south by Violet Township, the City of Pickerington and the City of Columbus, and on the east by the City of Columbus. The City of Reynoldsburg is bisected by U.S. Route 40 (East Main Street) with Interstate 70 as its southern boundary and State Route 16 (East Broad Street) as its northern boundary.

Demographic Analysis

Reynoldsburg's 2020 Census population was 41,076, which represents a 14% increase in population from the 2010 Census. According to the 2019 American Community Survey, the demographic breakdown for Reynoldsburg is as follows: 6.5% of residents are under the age of 5; 20.7% of residents are between the ages of 5 and 19; 59.9% of residents are between the ages of 20 and 64; and 12.7% are 65 years of age or older. The city's population is 49.1% male and 50.9% female. The median age in Reynoldsburg is 37. There are 14,470 households with 2.63 persons per household. Approximately 92.3% of persons 25 years and older have a high school diploma and 31.4% of persons 25 years and older have a bachelor's degree.

Economic Analysis

The median household income is \$67,120 with a 2019 per capita income of \$31,094. Approximately 9.1% of persons in the City of Reynoldsburg are living below the poverty line. According to the 2020 Decennial Census, the racial makeup of Reynoldsburg is 50.6% White, 29.1% African American, 0.3% Native American, 9.8% Asian, 3.1% from other races and 7% from two or more races. Hispanic or Latino of any race is 5.6% of the population. According to the 2019 American Community Survey, there are 2,892 firms located within the City of Reynoldsburg. The city has 19,992 people in the labor force with an unemployment rate of 3.2%. The industry breakdown by employment is shown in Chart 1 below.



City Housing Stock

The City of Reynoldsburg has a diverse housing stock varying in age, style, size and neighborhood type. According to the American Community Survey, 59.5% of Reynoldsburg's housing stock was constructed prior to 1990 with over 25% of the community's housing stock having been built before 1970. In addition, the median age of multi-family housing units is approximately 40 years old. In 2019, 14,470 of Reynoldsburg's 15,430 housing units were occupied, representing a 93.8% occupancy rate. Of the 14,470 occupied housing units, 62.7% (9,066) were owner occupied and 37.3% (5,404) were renter occupied. The homeowner vacancy

rate is 1.4% and the rental vacancy rate is 8.2%. Approximately 43.8% of all owner-occupied housing units within the City of Reynoldsburg have a value of under \$150,000.

Approximately 393 housing units lack either plumbing facilities, kitchen facilities or telephone service availability, which represents 2.8% of the entire housing stock for the City of Reynoldsburg. A comparison between selected housing characteristics for the City of Reynoldsburg, City of Columbus and the Columbus Metropolitan Statistical Area (MSA) are shown in Table 1 below.

Table 1: Housing Stock Comparison

	Reynoldsburg	Columbus	Columbus MSA
Percent of occupied housing units lacking either plumbing, complete kitchen or availability of telephone service	2.8%	2.2%	1.9%

Source: 2019 American Community Survey

Proposed Taylor-Summit CRA District

The proposed Taylor-Summit CRA District is located within Census Tracts 7562.03 and 7562.04. There are 563 residentially zoned parcels and 1 parcel zoned Innovation District within the proposed Taylor-Summit CRA District, which encompasses approximately 205.24 acres. Specific characteristics of the housing stock within the aforementioned Census Tracts and the proposed Taylor-Summit CRA District are below.

CRA Housing Stock

According to the American Community Survey (ACS), there are 3,029 housing units within Census Tracts 7562.03 and 7562.04. Approximately 6% of those housing units are vacant. There are 70.7% of housing units that were built prior to 2000 and 3.7% were built prior to 1950. The ACS estimates that 23 homes within the Census Tracts 7562.03 and 7562.04 lack complete plumbing and kitchen facilities. Approximately 12% of the residential units are renter-occupied. The average monthly rent is approximately \$986 per month, which is 9% below the average monthly rent for the Columbus Metropolitan Statistical Area. In addition, based upon a municipal code enforcement assessment, at least one residential facility is vacant and abandoned within the proposed Taylor-Summit CRA District.

Condition of Housing

The City of Reynoldsburg conducted a windshield study of the residential structures within the proposed East Main CRA. In addition, using a visual survey and information from the Licking County Auditor's Offices, the city has ranked the condition of selected properties as "Average", "Below Average", or "Poor" based on the age of the structure, the exterior upkeep and any noted property maintenance needs or deterioration issues.

"Average" condition is a structure with one or more of the following characteristics: under 20 years old; has been remodeled or updated in the past 20 years; no visible zoning code violations; no property maintenance issues; and the property appears maintained with no need for structural or cosmetic improvements.

“Below Average” condition is a structure with one or more of the following characteristics: over 20 years old; no remodeling or improvements in the past 20 years; visible code violations; one or more property maintenance issues; or the property needs minor structural or cosmetic improvements.

“Poor” condition is a structure with one or more of the following characteristics: over 50 years old; no record of remodeling or improvements; multiple visible code violations; multiple property maintenance issues; appears vacant or abandoned; has been deemed uninhabitable; or may need minor and major structural and cosmetic improvements.

A survey of the general conditions of the specific residential locations is provided below.

Property Address: 8935 Coral Canyon Circle
Parcel No: 013-027294-00.114
Age of Structure: 26 years old
Licking County Auditor Current Valuation:
 \$170,800 (\$41,200 land, \$129,600 improvements)

Condition Analysis: Over 20 years old; discolored and fading exterior paint on siding; discolored and fading on exterior building trim; and damaged siding.

Condition Ranking: Below Average



Property Address: 8961 Coral Canyon Circle
Parcel No: 013-027294-00.155
Age of Structure: 24 years old
Licking County Auditor Current Valuation:
 \$214,600 (\$47,100 land, \$167,500 improvements)

Condition Analysis: Over 20 years old; discolored and fading exterior paint; discoloration of roof; damaged siding; and cracked asphalt driveway.

Condition: Below Average



Property Address: 8797 Firstgate Drive
Parcel No: 013-027294-00.024
Age of Structure: 26 years old
Licking County Auditor Current Valuation:
\$197,400 (\$47,100 land, \$150,300 improvements)

Condition Analysis: Over 20 years old; discolored and fading exterior paint; and damaged siding.

Condition Ranking: Below Average



Property Address: 8808 Firstgate Drive
Parcel No: 013-027294-00.012
Age of Structure: 26 years old
Licking County Auditor Current Valuation:
\$167,500 (\$41,200 land, \$126,300 improvements)

Condition Analysis: Missing window shutter; cracked asphalt driveway; and discoloration of roof and building foundation.

Condition Ranking: Below Average



Property Address: 9001 Firstgate Drive
Parcel No: 013-027294-00.169
Age of Structure: 24 years old
Licking County Auditor Current Valuation:
 \$197,500 (\$46,400 land, \$151,100 improvements)

Condition Analysis: Over 20 years old; damaged front porch hand rail; damaged exterior siding; discoloration of window shutter; visible code enforcement violations; and roof discoloration.

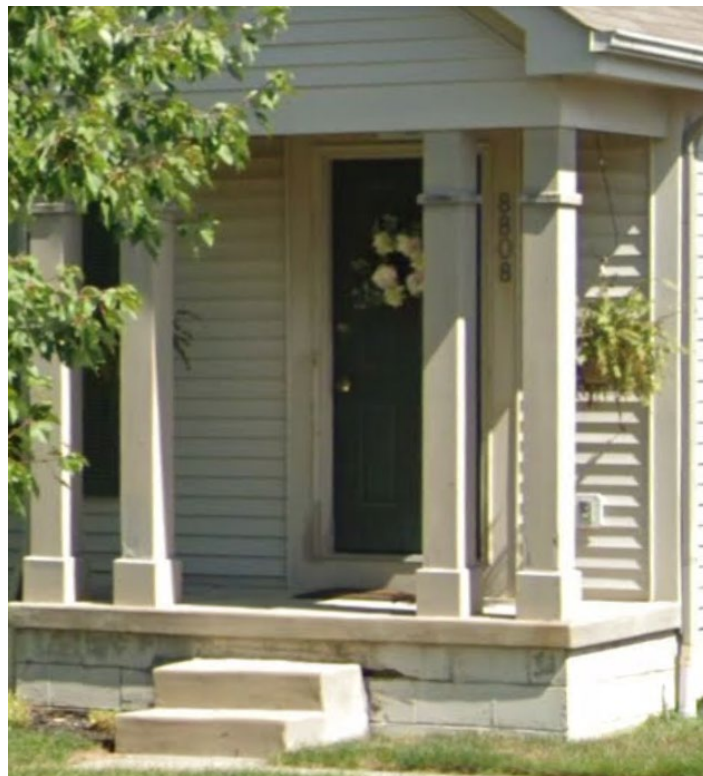
Condition Ranking: Below Average



Property Address: 8808 Ormiston Circle
Parcel No: 013-027294-00.080
Age of Structure: 25 years old
Licking County Auditor Current Valuation:
 \$169,200 (\$47,100 land, \$122,100 improvements)

Condition Analysis: Over 20 years old; cracked concrete foundation of the front porch; uneven front steps; and deteriorated wood trim around front door.

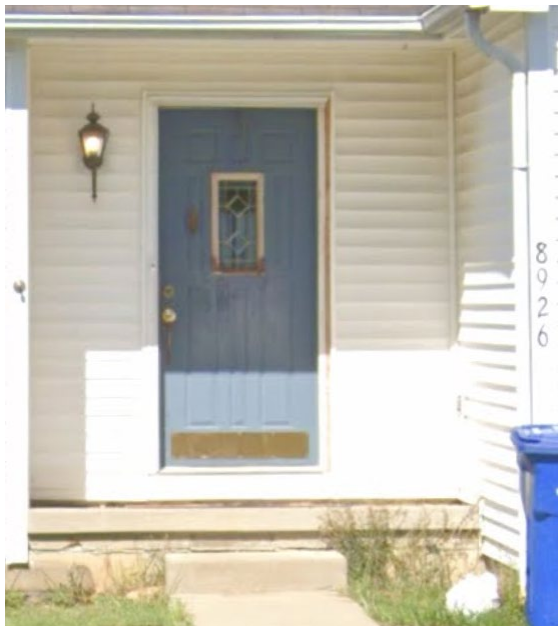
Condition Ranking: Below Average



Property Address: 8926 Trinity Circle
Parcel No: 013-027294-00.127
Age of Structure: 24 years old
Licking County Auditor Current Valuation:
 \$175,100 (\$47,100 land, \$128,000 improvements)

Condition Analysis: Over 20 years old; discolored exterior paint; cracked concrete foundation of the front porch; and cracked asphalt driveway.

Condition Ranking: Below Average



Property Address: 8971 Trinity Circle
Parcel No: 013-027294-00.183
Age of Structure: 25 years old
Licking County Auditor Current Valuation:
 \$184,200 (\$47,100 land, \$137,100 improvements)

Condition Analysis: Over 20 years old; discolored and fading exterior paint; discolored roof shingles; uneven front steps; and discoloration of concrete along foundation and on front porch.

Condition Ranking: Below Average



Property Address: 769 Turos Court
Parcel No: 013-027294-00.034
Age of Structure: 26 years old
Licking County Auditor Current Valuation:
 \$168,900 (\$47,100 land, \$121,800 improvements)

Condition Analysis: Over 20 years old; damaged fence; discoloration of roof shingles; severe discoloration and fading of exterior paint; and broken basement window.

Condition Ranking: Below Average



Attachment: Attachment A (Taylor-Summit Community Reinvestment Area)

Property Address: 778 Petigrew Court
Parcel No: 013-026628-00.120
Age of Structure: 24 years old
Licking County Auditor Current Valuation:
\$170,800 (\$54,000 land, \$116,800 improvements)

Condition Analysis: Over 20 years old; broken garage door; discoloration of roof shingles; discoloration and fading of exterior paint; uneven front porch steps; and cracked asphalt driveway.

Condition Ranking: Poor



Property Address: 9055 Rosem Court
Parcel No: 090-141180-00.102
Age of Structure: 24 years old
Licking County Auditor Current Valuation:
\$220,900 (\$50,000 land, \$170,900 improvements)

Condition Analysis: Over 20 years old; discoloration and fading of exterior paint; and mild damage to window exterior trim.

Condition Ranking: Average

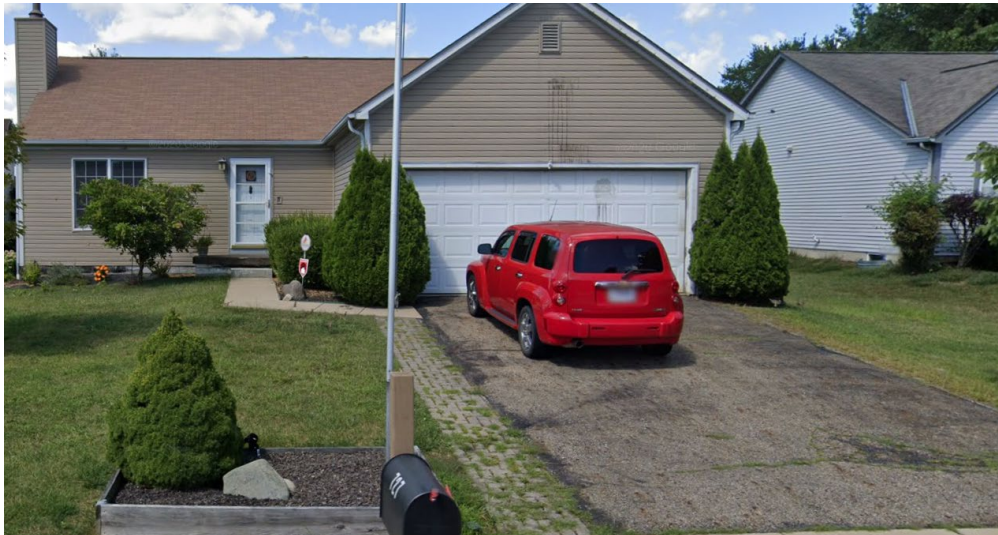


Attachment: Attachment A (Taylor-Summit Community Reinvestment Area)

Property Address: 727 Petigrew Drive
Parcel No: 013-026628-00.284
Age of Structure: 22 years old
Licking County Auditor Current Valuation:
\$189,400 (\$56,700 land, \$132,700 improvements)

Condition Analysis: Over 20 years old; discoloration of exterior paint; severe cracking of front porch foundation; and cracked asphalt driveway.

Condition Ranking: Average



Property Address: 730 Petigrew Drive
Parcel No: 013-026628-00.301
Age of Structure: 23 years old
Licking County Auditor Current Valuation:
 \$167,500 (\$53,300 land, \$114,200 improvements)

Condition Analysis: Over 20 years old; discoloration of exterior paint on siding; discoloration and fading on window shutter; and severe cracking of front porch foundation.

Condition Ranking: Below Average



Property Address: 691 Hunnicut Drive
Parcel No: 090-141180-00.005
Age of Structure: 23 years old
Licking County Auditor Current Valuation:
 \$208,800 (\$58,100 land, \$150,000 improvements)

Condition Analysis: Over 20 years old; discoloration of exterior paint on siding; discoloration of roof shingles; paint fading on window shutters; appears vacant; and overgrown grass on driveway.

Condition Ranking: Below Average



Property Address: 690 Smithers Drive

Parcel No: 090-141180-00.077
Age of Structure: 21 years old
Licking County Auditor Current Valuation:
\$200,300 (\$50,700 land, \$149,600 improvements)

Condition Analysis: Over 20 years old; siding deterioration with portions missing; storm window damaged; wood trim damaged and deteriorated; discoloration of roof shingles; and rusted metal flashing below windows.

Condition Ranking: Below Average



Property Address: 715 Kelton Crest Drive
Parcel No: 090-141180-00.080
Age of Structure: 21 years old
Licking County Auditor Current Valuation:
\$195,300 (\$53,400 land, \$141,900 improvements)

Condition Analysis: Over 20 years old; siding discoloration; siding damaged; and garage door dented and damaged.

Condition Ranking: Below Average



Property Address: 9329 Ruston Lane
Parcel No: 090-141180-00.052
Age of Structure: 21 years old
Licking County Auditor Current Valuation:
\$216,500 (\$57,800 land, \$158,700 improvements)

Condition Analysis: Over 20 years old; siding discoloration; siding damaged; paint on window shutters faded; roofing shingles discolored; garage door trim damaged; and overgrown grass on pavement.

Condition Ranking: Below Average



Property Address: 542 Alli's Place
Parcel No: 090-141180-00.139
Age of Structure: 22 years old
Licking County Auditor Current Valuation:
 \$194,000 (\$54,800 land, \$139,200 improvements)

Condition Analysis: Over 20 years old; missing window shutter; roofing shingles discolored; and paint on building trim faded and chipping.

Condition Ranking: Below Average



Conclusion

Based upon the general conditions of the proposed Taylor-Summit CRA District as well as the conditions of the specific residential properties provided within this Housing Survey supports the following “Statement of Finding”:

The proposed CRA shown in Map 1 is an area within the City of Reynoldsburg in which residential structures are located and new housing construction and repair of existing facilities or structures is discouraged.

Map 1: Proposed Taylor-Summit CRA District



Attachment: Attachment A (Taylor-Summit Community Reinvestment Area)

Table 2: Taylor-Summit CRA District Parcel List

090-141180-00.124	013-027294-00.123	013-027294-00.021	090-141180-00.202
090-141180-00.125	013-027294-00.124	013-027294-00.022	013-141180-00.001
090-141180-00.126	013-027294-00.145	013-027294-00.023	090-141180-00.002
090-141180-00.127	013-027294-00.146	013-027294-00.024	090-141180-00.003
090-141180-00.128	013-027294-00.147	013-027294-00.041	090-141180-00.004
090-141180-00.129	013-027294-00.148	013-027294-00.042	090-141180-00.005
090-141180-00.130	013-027294-00.149	013-027294-00.043	090-141180-00.006
090-141180-00.131	013-027294-00.150	013-027294-00.044	090-141180-00.007
090-141180-00.132	013-027294-00.151	013-027294-00.045	090-141180-00.008
090-141180-00.133	013-027294-00.152	013-027294-00.046	090-141180-00.009
090-141180-00.134	013-027294-00.153	013-027294-00.047	090-141180-00.010
090-141180-00.135	013-027294-00.154	013-027294-00.048	090-141180-00.011
090-141180-00.136	013-027294-00.155	013-027294-00.091	090-141180-00.012
090-141180-00.137	013-027294-00.156	013-027294-00.093	090-141180-00.013
090-141180-00.138	013-027294-00.157	013-027294-00.094	090-141180-00.014
090-141180-00.139	013-027294-00.158	013-027294-00.095	090-141180-00.015
090-141180-00.140	013-027294-00.159	013-027294-00.096	090-141180-00.016
090-141180-00.141	013-027294-00.160	013-027294-00.104	090-141180-00.017
090-141180-00.142	013-027294-00.161	013-027294-00.105	090-141180-00.038
090-141180-00.143	013-027294-00.162	013-027294-00.106	090-141180-00.039
090-141180-00.154	013-027294-00.163	013-027294-00.125	090-141180-00.040
090-141180-00.155	013-027294-00.164	013-027294-00.169	090-141180-00.041
090-141180-00.156	013-027294-00.165	013-027294-00.170	090-141180-00.042
090-141180-00.157	013-027294-00.166	013-027294-00.171	090-141180-00.043
090-141180-00.158	013-027294-00.167	013-027294-00.172	090-141180-00.044
090-141180-00.159	013-027294-00.168	013-027294-00.173	090-141180-00.123
090-141180-00.160	013-026628-00.096	013-027294-00.174	090-141180-00.203
090-141180-00.161	013-026628-00.097	013-027294-00.175	090-141180-00.204
090-141180-00.162	013-026628-00.098	013-027294-00.176	090-141180-00.205
090-141180-00.163	013-026628-00.099	090-141180-00.045	090-141180-00.206
090-141180-00.164	013-026628-00.100	090-141180-00.046	090-141180-00.207
090-141180-00.165	013-026628-00.101	090-141180-00.047	090-141180-00.208
090-141180-00.166	013-026628-00.102	090-141180-00.048	090-141180-00.209
013-027294-00.072	013-026628-00.103	090-141180-00.049	090-141180-00.210
013-027294-00.107	013-027294-00.002	090-141180-00.050	090-141180-00.213
013-027294-00.108	013-027294-00.003	090-141180-00.051	090-141180-00.214
013-027294-00.109	013-027294-00.004	090-141180-00.120	090-141180-00.215
013-027294-00.110	013-027294-00.005	090-141180-00.167	090-141180-00.216
013-027294-00.111	013-027294-00.006	090-141180-00.168	090-141180-00.217
013-027294-00.112	013-027294-00.007	090-141180-00.169	090-141180-00.218
013-027294-00.113	013-027294-00.008	090-141180-00.170	090-141180-00.219
013-027294-00.114	013-027294-00.011	090-141180-00.193	090-141180-00.220
013-027294-00.115	013-027294-00.012	090-141180-00.194	090-141180-00.221
013-027294-00.116	013-027294-00.013	090-141180-00.195	090-141180-00.222
013-027294-00.117	013-027294-00.014	090-141180-00.196	090-141180-00.223
013-027294-00.118	013-027294-00.015	090-141180-00.197	090-141180-00.000
013-027294-00.119	013-027294-00.017	090-141180-00.198	090-141180-00.211
013-027294-00.120	013-027294-00.018	090-141180-00.199	090-141180-00.212
013-027294-00.121	013-027294-00.019	090-141180-00.200	090-141180-00.248
013-027294-00.122	013-027294-00.020	090-141180-00.201	090-141180-00.249

090-141180-00.250	013-027294-00.097	013-027294-00.010	090-141180-00.288
090-141180-00.251	013-027294-00.098	013-027294-00.016	090-141180-00.289
090-141180-00.252	013-027294-00.099	013-027294-00.049	090-141180-00.290
090-141180-00.253	013-027294-00.100	013-027294-00.050	090-141180-00.291
090-141180-00.267	013-027294-00.101	013-027294-00.051	090-141180-00.292
090-141180-00.268	013-027294-00.102	013-027294-00.052	090-141180-00.293
090-141180-00.269	013-027294-00.103	013-027294-00.053	090-141180-00.294
090-141180-00.270	013-027294-00.062	013-027294-00.054	090-141180-00.295
090-141180-00.271	013-027294-00.063	013-027294-00.055	090-141180-00.296
090-141180-00.272	013-027294-00.064	013-027294-00.056	090-141180-00.297
090-141180-00.273	013-027294-00.065	013-027294-00.057	090-141180-00.298
090-141180-00.274	013-027294-00.066	013-027294-00.058	090-141180-00.299
090-141180-00.275	090-141180-00.235	013-027294-00.059	090-141180-00.300
090-141180-00.276	090-141180-00.236	013-027294-00.060	090-141180-00.301
090-141180-00.307	090-141180-00.237	013-027294-00.061	090-141180-00.302
090-141180-00.308	090-141180-00.238	013-027294-00.067	090-141180-00.303
090-141180-00.309	090-141180-00.239	013-027294-00.068	090-141180-00.304
090-141180-00.310	090-141180-00.240	013-027294-00.069	090-141180-00.305
090-141180-00.311	090-141180-00.241	013-027294-00.070	090-141180-00.306
090-141180-00.312	090-141180-00.242	013-027294-00.071	090-141180-00.325
090-141180-00.313	090-141180-00.243	013-027294-00.073	090-141180-00.171
090-141180-00.314	090-141180-00.244	013-027294-00.074	090-141180-00.172
090-141180-00.315	090-141180-00.245	013-027294-00.075	090-141180-00.173
090-141180-00.316	090-141180-00.246	013-027294-00.076	090-141180-00.174
090-141180-00.317	090-141180-00.247	013-027294-00.077	090-141180-00.175
090-141180-00.318	013-026628-00.292	013-027294-00.078	090-141180-00.176
090-141180-00.319	013-026628-00.293	013-027294-00.079	090-141180-00.177
090-141180-00.320	013-026628-00.294	013-027294-00.080	090-141180-00.178
090-141180-00.321	013-026628-00.295	013-027294-00.081	013-026628-00.120
090-141180-00.322	013-026628-00.296	013-027294-00.088	013-026628-00.121
090-141180-00.323	013-026628-00.104	013-027294-00.089	013-026628-00.122
090-141180-00.324	013-026628-00.198	013-027294-00.090	013-026628-00.123
090-141180-00.053	013-026628-00.287	013-027294-00.082	013-026628-00.124
090-141180-00.054	013-026628-00.288	013-027294-00.083	013-026628-00.125
090-141180-00.055	013-026628-00.289	013-027294-00.084	013-026628-00.126
090-141180-00.056	013-026628-00.290	013-027294-00.085	013-026628-00.127
090-141180-00.057	013-026628-00.291	013-027294-00.086	013-026628-00.093
090-141180-00.058	013-026628-00.297	013-027294-00.087	013-026628-00.095
090-141180-00.059	090-141180-00.113	090-141180-00.254	013-026628-00.283
090-141180-00.060	090-141180-00.114	090-141180-00.255	013-026628-00.284
090-141180-00.061	090-141180-00.115	090-141180-00.277	013-026628-00.285
090-141180-00.062	090-141180-00.116	090-141180-00.278	013-026628-00.286
090-141180-00.063	090-141180-00.117	090-141180-00.279	013-026628-00.298
090-141180-00.064	090-141180-00.118	090-141180-00.280	013-026628-00.299
090-141180-00.065	090-141180-00.119	090-141180-00.281	013-026628-00.300
090-141180-00.066	013-026628-00.119	090-141180-00.282	013-026628-00.301
090-141180-00.079	013-026628-00.303	090-141180-00.283	013-026628-00.302
090-141180-00.080	013-026628-00.304	090-141180-00.284	090-141180-00.099
090-141180-00.087	013-026628-00.305	090-141180-00.285	090-141180-00.121
090-141180-00.088	013-026628-00.306	090-141180-00.286	090-141180-00.122
090-141180-00.089	013-027294-00.009	090-141180-00.287	090-141180-00.144

090-141180-00.145	090-141180-00.263	090-141180-00.094	013-027294-00.142
090-141180-00.146	090-141180-00.264	090-141180-00.095	013-027294-00.143
090-141180-00.147	090-141180-00.265	090-141180-00.096	013-027294-00.144
090-141180-00.148	090-141180-00.266	090-141180-00.097	013-027294-00.177
090-141180-00.149	090-141180-00.100	090-141180-00.098	013-027294-00.178
090-141180-00.150	090-141180-00.101	090-141180-00.034	013-027294-00.179
090-141180-00.151	090-141180-00.102	090-141180-00.067	013-027294-00.180
090-141180-00.152	090-141180-00.103	090-141180-00.068	013-027294-00.181
090-141180-00.153	090-141180-00.104	090-141180-00.069	013-027294-00.182
090-141180-00.179	090-141180-00.105	090-141180-00.070	013-027294-00.183
090-141180-00.180	090-141180-00.106	090-141180-00.071	013-027294-00.184
090-141180-00.181	090-141180-00.107	090-141180-00.072	013-027294-00.185
090-141180-00.182	090-141180-00.108	090-141180-00.073	013-027294-00.186
090-141180-00.183	090-141180-00.109	090-141180-00.074	013-027294-00.187
090-141180-00.184	090-141180-00.110	090-141180-00.075	013-027294-00.188
090-141180-00.185	090-141180-00.111	090-141180-00.076	090-141180-00.081
090-141180-00.186	090-141180-00.112	090-141180-00.077	090-141180-00.082
090-141180-00.187	090-141180-00.018	090-141180-00.078	090-141180-00.083
090-141180-00.188	090-141180-00.019	090-148146-00.000	090-141180-00.084
090-141180-00.189	090-141180-00.020	090-148146-00.001	090-141180-00.085
090-141180-00.190	090-141180-00.021	090-148146-00.002	090-141180-00.086
090-141180-00.191	090-141180-00.022	013-027288-00.000	013-027294-00.025
090-141180-00.192	090-141180-00.023	087-141126-00.000	013-027294-00.026
090-141180-00.224	090-141180-00.024	013-027294-00.000	013-027294-00.027
090-141180-00.225	090-141180-00.025	013-027294-00.092	013-027294-00.028
090-141180-00.226	090-141180-00.026	013-027294-00.126	013-027294-00.029
090-141180-00.227	090-141180-00.027	013-027294-00.127	013-027294-00.030
090-141180-00.228	090-141180-00.028	013-027294-00.128	013-027294-00.031
090-141180-00.229	090-141180-00.029	013-027294-00.129	013-027294-00.032
090-141180-00.230	090-141180-00.030	013-027294-00.130	013-027294-00.033
090-141180-00.231	090-141180-00.031	013-027294-00.131	013-027294-00.034
090-141180-00.232	090-141180-00.032	013-027294-00.132	013-027294-00.035
090-141180-00.233	090-141180-00.033	013-027294-00.133	013-027294-00.036
090-141180-00.234	090-141180-00.035	013-027294-00.134	013-027294-00.037
090-141180-00.256	090-141180-00.036	013-027294-00.135	013-027294-00.038
090-141180-00.257	090-141180-00.037	013-027294-00.136	013-027294-00.039
090-141180-00.258	090-141180-00.052	013-027294-00.137	013-027294-00.040
090-141180-00.259	090-141180-00.090	013-027294-00.138	
090-141180-00.260	090-141180-00.091	013-027294-00.139	
090-141180-00.261	090-141180-00.092	013-027294-00.140	
090-141180-00.262	090-141180-00.093	013-027294-00.141	

Exhibit B**TAYLOR-SUMMIT COMMUNITY REINVESTMENT AREA**

The area shaded in yellow on the following map identifies the Taylor-Summit Community Reinvestment Area



Human Resources Dept.**Sandra Boller****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6868 Phone****ORDINANCE REQUEST**

DATE: **January 9, 2023**

TO: **Finance and Administration Committee**

RE: **Then and Now - PRADCO**

Approval:

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

Emergency/Suspension: Emergency

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

The Human Resources Department is requesting Council's approval to pay a then and now to the PRADCO for the SWOT analysis. There was confusion as to who was opening the purchase order, with one individual believing another had handled it, while the other thought that it was be opened. This resulted in a purchase order not being opened by either. The total amount now is \$22,000, and funds are being held from the 2022 budget to cover it.

**AN ORDINANCE TO APPROVE PAYMENT OF SERVICES PERFORMED TO THE
AUDITORS CERTIFICATE OF AVAILABILITY OF FUNDS, AND DECLARING AN
EMERGENCY**

WHEREAS, services were rendered by Personal Research & Development Corporation (PRADCO) for services of a SWOT analysis within the Police department; and

WHEREAS, due to some confusion as to who would be opening the purchase order; and

WHEREAS, it is necessary to pay for the services rendered in a timely manner; and

Human Resources Dept.**Sandra Boller****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6868 Phone**

WHEREAS, the City Auditor has certified to this Council that at the time the purchase was made, and at the present time, sufficient funds were available or in the process of collection, to the credit of the proper fund, properly appropriated, and free from any previous encumbrances; and

WHEREAS, the Ohio Revised Code (ORC) Section 5705.41 (D) grants to this Council the authority to approve payment for this purchase upon certification from the City's financial representative that both were available at the time of the contract.

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

SECTION 1. That in accordance with ORC 5705.41(D) the following payment for services performed to the Auditor's Certificate shall be and is hereby approved:

Vendor: Personal Research & Development Corporation (PRADCO)

Description: SWOT Analysis

Invoice Date: December 15, 2022

Total Amount: \$22,000

Account: 110.111.5339

SECTION 2. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City in order to pay invoices and ORC 5705.41(D) requires that this Ordinance be passed within thirty days of its presentation to City Council. Therefore, upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.

AUDITOR'S CERTIFICATION

"Then and Now"

Section 5705.41 (D) of the Ohio Revised Code states that, when a purchase of goods and services is made prior to the Auditor's certification of available funds, the Auditor shall prepare a certificate stating that funds were available at the time of the purchase and are still available at the time of receipt of the invoice for such purpose. The certificate shall be presented to City Council for its consideration of approval. Resulting legislation shall be passed within 30 days from receipt of the Auditor's certificate.

I do hereby certify that the amount of \$ 22,000.00 has been

appropriated and was available in the treasury at the date of purchase 12/07/2022

and is still available as of 12/22/2022 for the following purchase:

Purchase Order # 2022-2323 Date of Service 12/07/2022

Vendor PRADCO Description: SWOT Analysis and Report

Invoice # 305529 Account # 110.111.5339

Stephen M. Ciolek
City Auditor

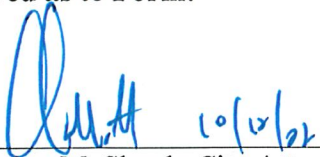
12-29-22
Date

Attachment: PRADCO Then and Now (Then and Now - PRADCO)

RE: Personnel Research and Development Corp.
RPD Personnel Analysis

Contract Value: \$22,000.00

Approved as to Form:



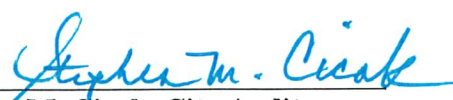
Christopher M. Shook, City Attorney

CERTIFICATE

(O.R.C. Section 5705.41)

The undersigned, the Auditor of the City of Reynoldsburg, certifies that the moneys required to pay that part of the Contract Sum coming due during the current fiscal year, under the Agreement to which this Certificate is attached have been lawfully appropriated for such purpose and are in the appropriate account of the City, or in the process of collection to the credit of the appropriate account or fund, free from any previous encumbrances. Moneys due in excess of the Contract Sum shall require an additional and separate Auditor's Certificate.

Dated: 10.13.22



Stephen M. Cicak, City Auditor

Attachment: PRADCO Then and Now (Then and Now - PRADCO)

Ship To

City of Reynoldsburg-Police Department
7240 E. Main Street
REYNOLDSBURG, OH 43068

Bill To

City of Reynoldsburg-Police Department
7240 E. Main Street
REYNOLDSBURG, OH 43068

Purchase Order
No. 2022-00002323

13.2.a

DATE 12/13/2022

VENDOR 11965 - PERSONNEL RESEARCH & DI

CORP

PURCHASE ORDER NUMBER MUST APPEAR ON
ALL INVOICES, SHIPPERS, BILL OF LADING AND
CORRESPONDENCE

Contact

PERSONNEL RESEARCH & DEVELOPMENT
dba PRADCO
178 EAST WASHINGTON STREET
CHAGRIN FALLS, OH 44022



DELIVER BY
SHIP VIA
FREIGHT TERMS
PAGE 1 of 1
ORIGINATOR: Cheryl Kristy

REFERENCE

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	Miscellaneous Contract Services - Survey Professional/Consultant Service Contracts that do not represent a significant expenditure of funds and are not properly defined by any of the specific accounts within the Services category of expense. 110.111.5339 - Misc Contract Services 22,000.00	22,000.0000	\$22,000.00
1215 12-7-2022		305529		22,000. ⁰⁰
RECEIVED AUDITOR'S OFFICE DEC 22 2022				Pay
TOTAL DUE				\$22,000.00

AUDITOR'S CERTIFICATE

I certify that funds for the above encumbrance have been
appropriated and are in the treasury free from any obligation.

Special Instructions

Attachment: PRADCO Then and Now (Then and Now - PRADCO)

PRADCO

DEVELOPING STRONGER ORGANIZATIONS

178 East Washington Street
Chagrin Falls, OH 44022

(440) 337-4700
accounting@pradco.com

INVOICE

Page: 1

Invoice Number: 305529
Invoice Date: 12/15/2022

Bill
To: CITY OF REYNOLDSBURG
Sandra Boller, HR Manager
7232 E. Main Street
Reynoldsburg, OH 43068
USA

Service Address:
CITY OF REYNOLDSBURG
Sandra Boller, HR Manager
7232 E. Main Street
Reynoldsburg, OH 43068
USA

Customer ID 77495
P.O. Number

Terms Net 30 days
Due Date 1/14/2023

Service Date	Description	Quantity	Unit Price	Total Price
12/7/2022	SWOT Analysis and Report	1.00	22,000.00	22,000.00

Signature for Payment

Chief of Police or Designee

Subtotal: 22,000.00

Tax: 0.00

Total USD: 22,000.00

The services described in this invoice and all future services provided by PRADCO are subject to the terms set forth at original onset of electronic billing. These terms include disclaimers of warranty and limitations of liability. Any conflicting warranties, terms and conditions in the purchase order or any other customer documents are specifically rejected by PRADCO.

To pay by CREDIT CARD please visit <https://www.pradco.com/payment> A convenience fee of 3.0% will be added at check out.

Attachment: PRADCO Then and Now (Then and Now - PRADCO)



CITY OF REYNOLDSBURG

SWOT ANALYSIS PROPOSAL

Prepared by:

Lawrence J. Borodkin,
VP Public Sector Services
(440) 337-4680

Joe Lubin
Director of Client Services
(440) 337-4714

October 13, 2022

Corporate Headquarters

178 East Washington Street, Chagrin Falls, Ohio 44022

www.pradco.com | (440) 337-4700

PRADCO
DEVELOPING STRONGER ORGANIZATIONS

Attachment: PRADCO Then and Now (Then and Now - PRADCO)

ABOUT PRADCO



96%

said they are satisfied
with PRADCO as a
business partner

97%

said they are satisfied
with the accuracy of
PRADCO's assessments

98%

said they would refer
PRADCO products and
services to others

About Us

PRADCO helps develop stronger organizations. We are the talent assessment, development, and management company that focuses on learning our clients' needs so we can partner with them on informed decisions that drive their organizational goals and help them succeed.

Staffed by management consultants and licensed psychologists, PRADCO offers smart, targeted solutions built around driving your organization's goals forward. We combine research-based practices with cutting-edge technology to support organizations in all areas of talent development.

Our Mission

PRADCO partners with leaders to select, develop, and retain people who fit their cultures and contribute to their organizational goals. We focus on client needs to become an extension of their team, providing insight, objectivity, and accountability.

Over the last 65 years, PRADCO has helped our clients select, develop, and retain people who fit their cultures and contribute to their organizational goals. Our team is constantly learning the needs of our clients across many sectors and industries to tailor cutting-edge solutions that help them hit their goals. It is our objective to become an extension of your team – a trusted partner and advisor that provides insight and guidance.

PRADCO realizes that a number of concerns and rumors have been raised about the Reynoldsburg Police Department that is cause for pause. To assist the city in analyzing the current state of the Department and to develop appropriate recommendations, PRADCO proposes the following:

Initial Consultation

PRADCO will conduct either a virtual or face-to-face an introductory meeting with the Mayor and Human Resources Director to gather information and define objectives and structure of the engagement.

Individual and Group Meetings

To fully understand the existing culture and dynamics in the Reynoldsburg Police Department, and so that PRADCO can make solid recommendations to improve any existing gaps/concerns/issues, PRADCO proposes up to eighteen (18) meetings with the following individuals/groups (as determined by the City in consultation with PRADCO as needed):

- 1 Mtg Police Chief
- 1 Mtg Deputy Chief
- 1 Mtg Police Lieutenants
- 2 Mtgs Police Sergeants (early AM and/or PM meetings)
- 4 Mtgs Police Officers (early AM and/or PM meetings)
- 2 Mtgs Dispatchers (2-4PM meeting times)
- 2 Mtgs Non-Sworn employees working in the Police Department
- 2 Mtgs Debrief meetings with Mayor and HR
- 1-3 Mtgs Department Directors (HR, Parks, Service, ED, Attorney and Auditor) and any other meeting (such as a debrief with Council) as determined by the Mayor

Notes:

- PRADCO does not need to meet with every single employee
- Group meetings will be scheduled for 1 hour and individual meetings will be 40 minutes
- PRADCO recommends that group meetings be face-to-face and completed in two, back-to-back days (October 25-26); Individual meetings not completed face-to-face during this timeframe, may occur virtually any time thereafter

- PRADCO will provide extra time during group meetings for employees who wish to speak one-on-one with us; if that is not sufficient time, then additional individual meetings can be scheduled at a later date (at an extra cost)
- PRADCO will provide regular updates to the Mayor and Human Resources Director

Analyzing Results and Outcomes

Once interviews have been completed, PRADCO will analyze the results. This process may take up to two weeks and will depend on the amount of data collected. Once this process has been completed, PRADCO will provide a report that will include a summary of findings, SWOT analysis, and recommendations.

Afterward, PRADCO will debrief with the Mayor and Human Resources Director to provide a summary of the process and provide recommendations on next steps.

Please let us know if you have any questions or need further information on the proposed engagement. We would be happy to walk you through the details and answer questions in a proposal meeting/review. We appreciate the opportunity to partner with you to enhance the development of your executive leadership.

Timeline

Given the sensitive nature and urgency of this project, PRADCO will make itself available to get started on this project for face-to-face meetings with the aforementioned groups on **October 25 - 26** or at alternative dates as mutually agreed upon with the City.

The entire process will take approximately one (1) month from start to finish.

PRICING



Description	Price	Qty	Total
SWOT ANALYSIS AND REPORT Includes all services as listed on the aforementioned pages	\$22,000	1	\$22,000
ADDITIONAL VIRTUAL EMPLOYEE MEETINGS (beyond the 18 meetings listed above)	\$500/mtg	TBD	

* Pricing is valid for 30 days from the date of this proposal.

Thank you for your consideration!

CLIENT AGREEMENT



This agreement is entered into effect upon signature by and between Personnel Research & Development Corporation dba PRADCO, of 178 East Washington Street, Chagrin Falls, Ohio 44022, (the "Company") and City of Reynoldsburg, 7232 E. Main Street, Reynoldsburg, OH 43068 (the "Client").

The parties agree as follows:

1 Services. Client hires the Company to provide certain management psychological services as listed on **Pages(3-4)** attached hereto (hereinafter called the "Services").

2 Compensation. Client agrees to pay the Company those sums listed on **Page (5)** attached hereto.

3 Warranties. Company represents and warrants that the Services provided by the Company shall meet with specifications listed on **Pages (3-4)**. COMPANY MAKES NO OTHER EXPRESS WARRANTIES, WRITTEN OR ORAL, AND ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED.

4 This agreement commences upon signature, continues for a twelve (12)-month period.

5 Termination. This Agreement shall continue for the term of the project as contemplated on **Page (6)**, although either party may terminate this Agreement with ninety (90) days written notice to the other party.

6 LIMITS OF LIABILITY. COMPANY'S TOTAL LIABILITY AND CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF ANY TYPE WHATSOEVER, PERTAINING TO SERVICES HEREUNDER OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY COMPANY'S SOLE NEGLIGENCE IN AN AMOUNT NOT TO EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY CLIENT DURING THE ONE (1)-YEAR PERIOD PRECEDING THE DATE THE CAUSE OF ACTION GIVING RISE TO THE LIABILITY AROSE. IN NO EVENT SHALL COMPANY BE LIABLE IN CONTRACT LAW, TORT OR ANY OTHER THEORY OF LAW, FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, EXEMPLARY, EXTRA-CONTRACTURAL, OR CONSEQUENTIAL DAMAGES.

7 Survival. The provisions of Sections 3 and 5 hereof shall survive any termination of this Agreement.

8 Governing Law. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective transferees, representatives, successors, heirs, assigns, and affiliates and shall be governed by and construed in accordance with the laws of the State of Ohio.

9 Entire Agreement. The undersigned acknowledges that this Agreement constitutes the entire agreement and understanding between the parties, that it supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written.

Compensation

The client will be invoiced on or after October 31, 2022. Payment in full will be due in 30 days from the invoice date.

Attachment: PRADCO Then and Now (Then and Now - PRADCO)



Please read through this agreement carefully to make sure you understand the details involved with the engagement. It is important to us that everything is clear, and expectations are aligned from the beginning so that we lay a solid foundation for a great partnership.

If you have any questions, please contact Dr. Larry Borodkin at (440) 337-4680. Otherwise, once you feel confident about the program details and are ready to move forward, please sign below or click the 'sign here' button below.

Once we receive notification of your acceptance, we'll contact you shortly to review next steps and get the project kicked off with our team of consultants. Thank you!

SIGNATURE

Lawrence J. Borodkin, PRADCO VP of Public Sector Services

Date

SIGNATURE

Joe Begeny, Reynoldsburg Mayor

Date

SIGNATURE

Reynoldsburg Legal Representative

Date

Clerk of Council**Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 Phone****ORDINANCE REQUEST****DATE: January 9, 2023****TO: Public Safety, Law and Courts Committee****RE: Tobacco Retailer License**

Approval:

Completed Joe Begeny	Skipped Chris Shook	Stephen Cicak
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**AN ORDINANCE ADOPTING CHAPTER 723 TOBACCO RETAIL LICENSE OF
THE CODIFIED ORDINANCES OF THE CITY OF REYNOLDSBURG TO
ESTABLISH THE TOBACCO PRODUCTS SALES LICENSING PROGRAM**

WHEREAS, the City of Reynoldsburg is dedicated to promoting and supporting the health and wellbeing of its residents; and

WHEREAS, there has been dramatic increase in the use of electronic smoking devices and vaping products by persons under the age of twenty-one (21), contributing to the addiction of a new generation of users to tobacco and nicotine; and

WHEREAS, the City of Reynoldsburg desires to ensure proper training and enforcement of the restrictions on the sales of nicotine-containing products to those under the age of 21; and

WHEREAS, in order to promote better training and enforcement on the restrictions of underage sales of nicotine-containing products, the City desires to adopt a Tobacco Retail License Program (the “Program”); and

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

WHEREAS, the City of Reynoldsburg desires to appoint Franklin County Public Health as its licensing agent for implementation and administration of the Program; and

WHEREAS, the City of Reynoldsburg is a home-rule charter municipality, enabling the City to establish the Program as a proper exercise of the powers of local self government established by the Constitution and laws of the State of Ohio

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

Section 1. That Chapter 723 of the Reynoldsburg Codified Ordinances, entitled “TOBACCO PRODUCT SALES” is hereby adopted to read as follows:

SEE ATTACHED EXHIBIT A

Section 2. The Mayor is hereby authorized to negotiate and enter into a contract with Franklin County Public Health to be its licensing agent for the Tobacco Retail License Program.

Section 3. All deliberations and actions of the public body relating to this Ordinance were taken in an open meeting in compliance with Section 121.22 of the Ohio Revised Code.

Section 4. That upon adoption by Council, this Ordinance shall be in effect thirty days following signature by the Mayor.

CHAPTER 723 TOBACCO RETAIL LICENSE

723.01 DEFINITIONS.

As used in this chapter:

- (a) “Compliance Check” means the system that the City uses to conduct store audits, investigate and ensure compliance with the requirements of this Chapter or the system that Franklin County Public Health uses to conduct store audits to ensure compliance with the requirements of this Chapter.
- (b) “Delivery Sale” means the sale of any tobacco or electronic smoking device or product to any person for personal consumption and not for resale when the sale is conducted by any means other than an in-person, over-the-counter sales transaction in a licensed tobacco retail establishment. Delivery Sale includes, but is not limited to, the sale of any tobacco or electronic smoking device or product conducted by telephone, other voice transmission, mail, the internet, or app-based service. Delivery Sale includes delivery by licensees or third parties by any means, including curbside pick-up.
- (c) “Electronic Smoking Device” means any device that can be used to deliver aerosolized or vaporized nicotine or any other substance to the person inhaling from the device including, but not limited to, an electronic cigarette, electronic cigar, electronic hookah, vaping pen, or electronic pipe. The phrase includes any component, part, or accessory of such a device, whether or not sold separately, and includes any substance intended to be aerosolized or vaporized during the use of the device. The phrase does not include any product that is a drug, device, or combination product, as those terms are defined or described in 21 U.S.C. 321 and 353(g).
- (d) “Moveable Place of Business” means any form of business that is operated out of a kiosk, truck, van, automobile, or other type of vehicle or transportable shelter and that is not a fixed address or other permanent type of structure licensed for over-the-counter sales transactions.
- (e) “Person” means any natural person.
- (f) “Purchaser” means any person who obtains or attempts to obtain a tobacco product or electronic smoking device.
- (g) “Sale” means any transfer of good for money, trade, barter, or other consideration.
- (h) “Self-Service Display” means any display from which customers may select a tobacco product or electronic smoking device with assistance from the tobacco retailer or the tobacco retailer’s agent or employee and without a direct person-to-person transfer between the purchaser and the tobacco retailer or tobacco retailer’s agent or employee. A vending machine is a form of self- service display.

- (i) “Tobacco Product” means any product that is made of or derived from tobacco or that contains any form of nicotine, if it is intended for human consumption or is likely to be consumed, whether smoked, heated, chewed, absorbed, dissolved, inhaled, or ingested by any other means, including, but not limited to, a cigarette, an electronic smoking device, a cigar, a hookah, pipe tobacco, chewing tobacco, snuff, or snus. The phrase also means any component or accessory used in the consumption of a tobacco product, such as filters, rolling papers, pipes, blunt or hemp wraps, and liquids used in electronic smoking devices, whether or not they contain nicotine. The phrase does not include any product that is a drug, device, or combination product, as those terms are defined or described in 21 U.S.C. 321 and 353(g).
- (j) “Tobacco Retail Establishment” means any place of business where tobacco products or electronic smoking devices are available for sale to the general public. The term includes, but is not limited to, grocery stores, tobacco product shops, kiosks, convenience stores, gasoline service stations, bars, and restaurants.
- (k) “Tobacco Retail License” means the license and Certificate of Compliance issued by the City, through Franklin County Public Health as the City’s licensing agent, to a Tobacco Retail Establishment.
- (l) “Tobacco Retailer” means any person, partnership, joint venture, society, club, trustee, trust, association, organization or corporation who owns, operates, or manages any tobacco retail establishment. The term does not include non-management employees of any tobacco retail establishment.
- (m) “Vending Machine” means any mechanical, electric or electronic, or other type of device that dispenses tobacco products upon the insertion of money, tokens, or other form of payment into or onto the device by the person seeking to purchase the tobacco product.
- (n) “Youth-oriented Facility” means any facility with residents, customers, visitors, or inhabitants of which 25% or more are regularly under the age of 21 or that primarily sells, rents, or offers services or products that are consumed or used primarily by persons under the age of 21. Youth-oriented Facility includes, but is not limited to, schools, playgrounds, recreation centers, and parks.

723.03 LICENSE REQUIRED

- (a) Each tobacco retailer engaging in the sale of tobacco products shall secure and display at all times, a Tobacco Retail License (TRL) Certificate of Compliance issued by Franklin County Public Health under the authority of this Chapter before engaging in or continuing to engage in such business.
- (b) No tobacco retailer shall sell tobacco products without a valid Tobacco Retail License (TRL) Certificate of Compliance.

723.05 APPLICATION FOR TOBACCO RETAIL ESTABLISHMENT LICENSE; FEE

- (a) Application for a Tobacco Retail Establishment License shall be made to Franklin County Public Health, the City's licensing agent.
- (b) The application for a Tobacco Retail License shall be maintained by Franklin County Public Health and available online.
- (c) The applicant shall be required to pay a nonrefundable fee in the amount of five hundred dollars (\$500.00), determined to be sufficient to pay the cost of administering this Chapter. The fee may be reduced or waived by the Mayor, in consultation with Franklin County Public Health.

723.07 ISSUANCE OF TOBACCO RETAIL ESTABLISHMENT LICENSE

- (a) Franklin County Public Health shall issue a Tobacco Retail License (TRL) Certificate of Compliance or a renewal of a Tobacco Retail License (TRL) Certificate of Compliance to an applicant pursuant to this Chapter, unless it is found:
 - (1) That the applicant is under 21 years of age;
 - (2) That the applicant has had a license to sell tobacco products revoked within the preceding 12 months of the date of the application;
 - (3) The applicant or licensee is giving, selling, or offering to sell tobacco products by or from a vending machine;
 - (4) That the applicant has failed to post signage as required by this Chapter;
 - (5) That the applicant has outstanding fines pursuant to this Chapter;
 - (6) That the applicant fails to provide any of the information required by 723.05;
 - (7) That the applicant provides false or misleading information;
 - (8) That the applicant was convicted within the past 5 years of any violation of a federal, state, or local law or regulation relating to tobacco products;
 - (9) An order by a court of competent jurisdiction that a tobacco retail location owned and/or operated by the licensee constitutes a public nuisance;
 - (10) That the applicant or licensee fails to comply with U.S. Food and Drug Administration regulations, Ohio Revised Code, and city codes relating to building,

health and fire.

(11) The business for which the tobacco retailer license is requested is a moveable place of business. Only fixed-location retail establishments are eligible to be licensed.

- (b) Franklin County Public Health shall provide the applicant either a TRL Certificate of Compliance or a written statement that the application was denied and the reason thereof. The tobacco retail license or written statement of denial may be provided electronically.
- (c) Any person who has been denied a TRL Certification of Compliance may appeal such denial in accordance with 723.15.

723.09 POSTING OF SIGNS

- (a) No tobacco retailer shall sell, permit the sale of, or distribute tobacco products in the City of Reynoldsburg unless both the tobacco retail license and a printed notice(s) as outlined herein Section 723.02(b) are posted at any location where tobacco products are available for purchase.
- (b) All notices must be posted in a manner conspicuous to both employees and consumers, unobstructed from view in their entirety, and within six feet of each register where tobacco products are available for purchase and must state "It is illegal for any person under the age of 21 to purchase tobacco products, including electronic cigarettes." The City of Reynoldsburg shall provide the tobacco retail license and notice upon approval or renewal of the license or by request by the licensee. The notice(s) must be at least 14" by 11" and the words on the notice must be legibly printed in high contrast red color with capitalized letters at least one-half inch high. Additional copies of the tobacco retail license shall be printed by the licensee in accordance to the instructions provided by the Department upon approval of the license application.

723.11 LICENSE EXPIRATION AND RENEWAL

- (a) Franklin County Public Health shall issue Tobacco Retail Licenses on a calendar year basis (January 1 to December 31) or any part thereof and such license(s) shall expire on December 31 following the date of issuance.
- (b) Each Tobacco Retail Establishment shall apply for a renewal of the Tobacco Retail License with Franklin County Public Health no later than 30 days prior to the expiration of the current License.
- (c) A Tobacco Retail License shall not be transferrable. If the address, ownership, or operation of the Tobacco Retail Establishment transfers, the License shall automatically expire.

723.13 REQUIREMENTS FOR TOBACCO RETAIL ESTABLISHMENT LICENSE

Licensed Tobacco Retail Establishments shall comply with each of the following minimum requirements:

- (a) Prohibit the giving, selling, or offering to sell any tobacco products to any person under the age of 21.
- (b) Verify, before distributing any tobacco products that the purchase is at least 21 years of age pursuant to Section 537.18(a)(1)(a) of the Codified Ordinances of the City of Reynoldsburg.
- (c) Post a notice at least 14" by 11" in size at any location where tobacco products, tobacco product paraphernalia, or electronic smoking devices are available for purchase that states that "This Establishment shall not sell tobacco products, including electronic smoking devices, to any person under the age of 21," posted in a conspicuous location, including at each entrance, clearly legible to a person of normal vision, and contain a telephone number for reporting violations.
- (d) Prohibit the sale or furnishing of tobacco products by means prohibited by federal, state, or other local law.
- (e) Must not be located within 1,000 feet of a youth-oriented facility, as measured by the shortest line from the property line of the location of the Tobacco Retail Establishment to the nearest property line of a Youth-Oriented Facility. This restriction does not apply to an applicant who has been licensed by the State of Ohio Department of Taxation to sell tobacco products in their location prior to the date this Chapter was enacted into law. This restriction further does not apply to an applicant who has been licensed through this Chapter prior to commencement of construction of a youth-oriented facility that would be located within 1,000 feet of the Tobacco Retail Establishment.

723.15 COMPLIANCE CHECKS

- (a) Licensed Tobacco Retail Establishments shall be subject to at least two unannounced Compliance Checks per year to be conducted by Franklin County Public Health.
- (b) Licensed Tobacco Retail Establishments shall be subject to unannounced follow-up Compliance Checks by Franklin County Public Health until compliance is established.
- (c) Compliance Checks may be conducted by the City.
- (d) Compliance Check results shall be published annually by the City and made available by the City or Franklin County Public Health to the public upon request.

723.17 LICENSE DENIAL, SUSPENSION, OR REVOCATION APPEAL

- (a) When the City or its licensing agent determines to deny a TRL application, or to suspend or revoke a TRL Certificate of Compliance, the city or licensing agent shall notify the applicant or licensee in writing by U.S. mail, electronic mail, by posting in a conspicuous place at the location, or other means reasonably calculated to promptly notify the applicant or licensee.
- (b) Any Tobacco Retail Establishment who has been denied a Tobacco Retail License (TRL) Certificate of Compliance or has had a Tobacco Retail License (TRL) Certificate of Compliance revoked may appeal that decision within five (5) days of the denial or revocation thereof by filing a written statement with Franklin County Public Health Attn: TRL Appeal. The written statement shall include the applicant's full name and contact information (including mailing address, phone number, and e-mail address), shall state the basis for the appeal, and shall include a summary of all relevant facts and circumstances.
- (c) The Franklin County Public Health Commissioner or his/her designee shall review the written statement, set a time and place for an administrative hearing, provide reasonable notice prior to such hearing, and establish the reasonable procedures, therefore. The hearing shall be held within ten (10) days of submitting the written appeal. The Health Commissioner or his/her designee shall issue a decision on whether to grant or deny the TRL Certificate of Compliance and that decision shall be final.

723.19 NON-RETALIATION

No person or employer shall discharge, refuse to hire or in any manner retaliate against any employee, applicant for employment or customer because such employee, applicant or customer reported violations of any provisions of this chapter.

723.21 SEVERABILITY

In the event any subsection of this Chapter shall be declared by a court of competent jurisdiction to be invalid or unconstitutional, such decision shall not affect the validity of this Chapter as a whole or any part thereof other than the part so declared to be invalid or unconstitutional

723.99 ENFORCEMENT AND APPEALS

- (a) The City shall have authority to implement and enforce all provisions of this Chapter. Franklin County Public Health, as the City's licensing agent, shall have authority to conduct Compliance Checks and all licensing functions.

- (b) “Violation” including violation of 537.18 of the Codified Ordinances or a substantially equivalent offense, does not require that the person has been criminally convicted of the violation of 537.18 of the Codified Ordinances or substantially equivalent offense. The city or its licensing agent may determine that a violation has occurred even if no criminal charge has been filed. Acquittal or dismissal of a charge under 537.18 of the Codified Ordinances or any substantially equivalent offense, shall not necessarily absolve a licensee; Chapter 723 is civil in nature, and so the city or its licensing agent may find a violation based upon a preponderance of evidence, rather than proof beyond a reasonable doubt, and are not otherwise required to observe rules of criminal procedure, the exclusionary rule, or confrontation of witnesses;
- (c) Sale of multiple items in violation of 537.18 of the Codified Ordinances or substantially equivalent applicable law, where the sales occur in a single transaction, shall constitute one violation. For example; sale of three packs of cigarettes and a vial of liquid nicotine to a 19-year old in one transaction shall constitute one violation. Sale of one pack of cigarettes to one 19-year old, one pack of cigarettes to the 18-year old next in line, in two transactions, shall constitute two violations.
- (d) In addition to the denial, suspension, or revocation of a tobacco retail license, the city may impose the following civil penalties for violations of 537.18 or any substantially equivalent offense and as a violation of this Chapter:
 - (1) For a first violation, a fine of no less than \$500;
 - (2) For a second violation within a 36-month period, a fine no less than \$750 and the Tobacco Retailer shall be prohibited from distributing tobacco products for a minimum of 7 days;
 - (3) For a third violation within a 36-month period, a fine no less than \$1000 and the Tobacco Retailer shall be prohibited from distributing tobacco products for a minimum of 30 days;
 - (4) For a fourth and any subsequent violation within a 36-month period, a fine no less than \$1000 and the Tobacco Retailer shall be prohibited from distributing tobacco products for a period of three years.
- (e) The penalties associated with a violation of this Chapter are in addition to, not in lieu of, any other penalty applicable under Ohio law or any other legal remedy available to the City.
- (f) It is an affirmative defense for any Tobacco Retailer charged with a violation of this Chapter that the Tobacco Retailer complied with the age verification process set forth in Sections 537.18(a)(1)(A) and 527.18(a)(2)(F). This affirmative defense shall apply unless there is clear and convincing evidence that no reasonable person could have concluded that the person presenting the identification is the same person as the purchaser or recipient of the tobacco products, tobacco product paraphernalia, or

electronic smoking device(s).

- (g) It is not a violation of this Chapter for a person younger than 21 years old who purchases or attempts to purchase tobacco products while under the direct supervision of City staff or authorized contractor agents for training, education, research, or enforcement purposes.
- (h) It is not a violation of this Chapter for a person under the age of 21 to handle tobacco products in the course of lawful employment by a tobacco retailer.
- (i) It is not a violation of this Chapter for a person to purchase tobacco products as a part of an indigenous practice or a lawfully recognized religious, spiritual, or cultural ceremony or practice.
- (j) Enforcement Process. Franklin County Public Health is authorized to do Compliance Checks.
 - (1) If a Compliance Check establishes probable cause for violation(s) other than sale to an underage person, Franklin County Public Health may take one or more of the following actions to resolve the violation:
 - i. The Franklin County Public Health representative may speak to the Tobacco Retailer to establish compliance if such compliance may be established through immediate action.
 - ii. Franklin County Public Health may also send a certified letter to the Tobacco Retail Establishment at the address listed on the TRL Certificate of Compliance. The letter shall cite the section number of the code that is being violated and what must be done to bring the establishment into compliance. The letter will be signed by the Franklin County Public Health employee who has direct knowledge of the violation(s). The Tobacco Retailer shall be audited for compliance within seven (7) days of receipt of the certified letter by the Tobacco Retail Establishment.
 - iii. If the Tobacco Retail Establishment has not brought the establishment into compliance with this Chapter within seven (7) days of receipt of the certified letter referenced in subsection (ii) above, Franklin County Public Health shall refer the violation(s) to the City Attorney's Office to issue a civil penalty.
 - (2) If a Compliance Check established probable cause for selling to an underage person, Franklin County Public Health shall refer the violation(s) to the City Attorney's Office to issue a civil penalty.
- (k) When the City determines to issue a civil penalty for a violation, the city shall notify the violator in writing by U.S. mail, electronic mail, by posting in a conspicuous place

- at the location, or other means reasonably calculated to promptly notify the violator.
- (l) The City shall not be required to conduct an evidentiary hearing prior to issuing a civil penalty.
 - (m) The violator may file a written notice of appeal with the city within 14 days of the date the civil penalty was issued. The civil penalty shall take effect following the expiration of time to file the notice of appeal provided herein.
 - (n) The appeal of a civil penalty shall be heard by a licensed attorney, designee of the Mayor.
 - (o) During any appeal of a civil penalty under this section, the burden of proof by preponderance of the evidence shall be upon the City. The hearing shall be recorded and exhibits marked to create a record for use in further appeal provided, however, that transcripts need not be ordered unless a notice of appeal to the Court of Common Pleas or Franklin County Municipal Court Environmental Division has been timely filed under R.C. Chapter 2506.
 - (p) The Mayor's designee hearing an appeal under this section shall rule on all preliminary and evidentiary matters, and in doing so shall not be strictly bound by the Rules of Evidence, the Rules of Civil Procedure, or the Rules of Appellate Procedure. The hearing officer may establish time limits for the presentation of evidence, determine any non-dispositive preliminary motions, and may continue any hearing on the motion of a party or on its own motion.
 - (q) Appeals from decision under division (p) of this section shall proceed according to R.C. Chapter 2506.
 - (r) Legal Action. The City may bring legal action to address any violation of this code, any enforcement order, any term or condition of a conditional use, site plan approval, variance or other entitlement issued by the City, or to collect unpaid fines.
 - (s) ADDITIONAL REMEDIES. The remedies provided by this Chapter are cumulative and in addition to other remedies available at law or in equity, including injunctive relief.

Ohio Tobacco Retail License Model Policy

ORDINANCE NO. [_____]

AN ORDINANCE REGULATING THE SALE OF TOBACCO AND NICOTINE PRODUCTS AND RELATED DEVICES

PURPOSE

Responsible [CITY] retailers recognize the health risks associated with nicotine and tobacco use and addiction, especially for young people. However, U.S. Food and Drug Administration (FDA) data indicate that one in five Ohio retailers illegally sell these products to underage buyers. In addition, tobacco retailers may choose to concentrate near schools and in low-income neighborhoods. [CITY] believes that local licensing and regulation of retailers that sell nicotine and tobacco products offers the best opportunity to protect our children and other vulnerable populations while ensuring a level playing field for all retailers.

WHEREAS, commercial tobacco use is the foremost preventable cause of premature death in America, causing a half million deaths annually, and has been responsible for 20.8 million premature deaths in the U.S. since the first U.S. Surgeon General's report on smoking in 1964;

WHEREAS, [CITY] recognizes that young people are particularly susceptible to the addictive properties of tobacco and nicotine, and that youth who begin using tobacco and nicotine products are more likely to become lifelong users, reversing previous progress in the reduction of the overall tobacco use rate;

WHEREAS, [CITY] has the authority to protect life, health, and safety by requiring tobacco retailers within the [CITY] to obtain and maintain a tobacco retailer license ("TRL") as a condition for engaging in the business of selling tobacco products;

WHEREAS, TRL is an evidence-based strategy to reduce initiation to nicotine and tobacco through improved compliance with Minimum Legal Sales Age (MLSA) and other important tobacco sales regulations;

WHEREAS, TRL is a regulatory tool that further enables [CITY] to monitor tobacco sales, fund compliance efforts, and create effective penalty and suspension structures for repeated violations,

WHEREAS, TRL laws in other communities have been effective in reducing the number of illegal tobacco sales to underage purchasers; now, therefore,

BE IT ORDAINED by the Council of the [CITY], State of Ohio:

Note: The "Purpose" section is part of the ordinance and legislative record, but it usually does not become part of the municipal code. In addition to serving an educational purpose and building political and popular support for the ordinance, the findings can also serve a legal purpose. In the event of litigation, a "Purpose" section will provide a record of the legislature's intent and rationale for the policy. Common findings associated with a comprehensive tobacco control policy will identify health concerns and other problems related to use and/or access to commercial tobacco.

Findings specific to your jurisdiction, such as use rates among local teens and young adults, retailer violations rates, and high tobacco retailer density rates within your jurisdiction, will provide further rationale for your policy and should be included to the extent possible.

DEFINITIONS

Compliance Checks - The system the city uses to investigate and ensure that those authorized to sell tobacco products are following and complying with the requirements of this ordinance. Compliance Checks involve the use of persons over the age of 18, but under the age of 21 who purchase or attempt to purchase tobacco products. Compliance checks may also be conducted by the city or other units of government for educational, research, and training purposes or for investigating or enforcing federal, state, or local laws and regulations relating to tobacco products.

Delivery Sale - The sale of any tobacco product to any person for personal consumption and not for resale when the sale is conducted by any means other than an in-person, over-the-counter sales transaction in a licensed retail establishment. Delivery Sale includes but is not limited to the sale of any tobacco product when the sale is conducted by telephone, other voice transmission, mail, the internet, or app-based service. Delivery Sale includes delivery by licensees or third parties by any means, including curbside pick-up.

Electronic Smoking Device - Any device that may be used to deliver any aerosolized or vaporized substance to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen or e-hookah. Electronic smoking device includes any component, part, or accessory of the device, and also includes any substance intended to be aerosolized or vaporized during the use of the device, whether or not the substance contains nicotine. Electronic smoking device does not include drugs, devices, or combination products authorized for sale by the U.S. Food and Drug Administration for cessation purposes, as those terms are defined in the Federal Food, Drug and Cosmetic Act.

Moveable Place of Business - Any form of business that is operated out of a kiosk, truck, van, automobile or other type of vehicle or transportable shelter and that is not a fixed address or other permanent type of structure licensed for over-the-counter sales transactions.

Person - Any natural person.

Purchaser - Any person who obtains or attempts to obtain a tobacco product.

Sale - Any transfer of goods for money, trade, barter or other consideration.

Self-Service Display - Any display from which customers may select a tobacco product without assistance from the tobacco retailer or the tobacco retailer's agent or employee and without a direct person-to-person transfer between the purchaser and the tobacco retailer or tobacco retailer's agent or employee. A vending machine is a form of self-service display.

Tobacco Product - (1) any product containing, made of, or derived from tobacco or nicotine that is intended for human consumption or is likely to be consumed, whether inhaled, absorbed, or ingested by any other means, including, but not limited to, a cigarette, a cigar, pipe tobacco, chewing tobacco, snuff, or snus; (2) any electronic smoking device and any substances that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine; or (3) any component, part, or accessory of (1) or (2), whether or not any of these contain tobacco or nicotine, including but not limited to filters, rolling papers, blunt or hemp wraps, and pipes. Tobacco product does not include drugs, devices, or combination products authorized for sale by the U.S. Food and Drug Administration for cessation purposes, as those terms are defined in the Federal Food, Drug and Cosmetic Act.

Tobacco Retail Establishment - Any place of business where tobacco products are available for sale to the general public. The term includes but is not limited to grocery stores, tobacco product shops, kiosks, convenience stores, gasoline service stations, bars, and restaurants.

Tobacco Retailer - Any person, partnership, joint venture, society, club, trustee, trust, association, organization, or corporation who owns, operates, or manages any tobacco retail establishment. Tobacco retailer does not mean the non-management employees of any tobacco retail establishment.

Vending Machine - Any mechanical, electric or electronic, or other type of device that dispenses tobacco products upon the insertion of money, tokens, or other form of payment into or onto the device by the person seeking to purchase the tobacco product.

Youth-Oriented Facility - Any facility with residents, customers, visitors, or inhabitants of which 25 percent or more are regularly under the age of 21 or that primarily sells, rents, or offers services or products that are consumed or used primarily by persons under the age of 21. Youth-oriented facility includes, but is not limited to, schools, playgrounds, recreation centers, and parks.

LICENSE REQUIRED

- A. Each tobacco retailer engaging in the sale of tobacco products, at each location in this city, shall secure, and display at all times, a tobacco retail sales license from the [Health Department] before engaging or continuing to engage in such business. No tobacco retailer may sell tobacco products without a valid tobacco retail sales license.

While Ohio law does require retail dealers of cigarettes to obtain a simple tax permit, it does not require retailers of tobacco products (electronic cigarettes, cigars, hookah, etc.) to obtain any kind of privilege permit or license. The state has no systematic way to know who is selling tobacco and nicotine products. A true tobacco retail license (TRL) should also include all tobacco and nicotine products.

- B. An application for a license to sell tobacco products must be made on a form provided by the [Health Department]. The application must contain the full name of the applicant, the applicant's residential and business addresses and telephone numbers, the name of the business for which the license is sought, and any additional information the city deems necessary.

Ohio's Investigative Unit, an arm of the Ohio State Highway Patrol, is the designated enforcement agency. This unit is understandably designed to prioritize enforcement of criminal law. Tobacco sales are a critical health issue and local health departments are better-equipped to work with local retailers to ensure compliance.

- C. The [Health Department] may approve or deny the application for a license, or it may delay action for a reasonable period of time to complete any investigation of the application or the applicant deemed necessary. If the [Health Department] approves the application, the license will be issued to the applicant. If the [Health Department] denies the application, notice of the denial will be given to the applicant along with notice of the applicant's right to appeal the decision.

Licenses may be denied or fail to be renewed if:

1. The applicant is under 21 years of age;
2. The applicant has had prior suspensions or revocation;
3. The applicant fails to provide any of the information required on the licensing application or provision of false or misleading information;
4. The applicant was convicted within past 5 years of any violation of a federal, state, or local law, ordinance provision or other regulation relating to tobacco products;

5. The applicant has had a license to sell tobacco products suspended or revoked within the preceding 12 months of the date of application;
 6. The applicant is prohibited by federal, state, or other local law, ordinance, or other regulation from holding a license; or
 7. The business for which the license is requested is a moveable place of business. Only fixed-location retail establishments are eligible to be licensed.
- D. If a license is mistakenly issued or renewed to a person, the city will revoke the license upon the discovery that the person was ineligible for the license under this ordinance. The city will provide the license holder with notice of the revocation, along with information on the right to appeal.
- E. The fee for a tobacco retail sales license shall be set by the Health Department, who shall have the authority to adjust the fee amount from time to time. Such fees shall be calculated to recover the cost of administration and enforcement of this Ordinance, including, but not limited to, issuing licenses, administering the license program, retailer education, retailer inspection and compliance checks, documentation of violations, and prosecution of violators. All fees and interest on proceeds from fees shall be used to exclusively fund the administration and enforcement of this Ordinance.
- [CITY] should establish and insert the desired initial application and license fee amounts prior to enacting this ordinance. As a reference, the city of Cincinnati has a \$300 annual tobacco retailer license fee for applications filed in 2019 and authorizes the city council to adjust the license fee from time to time by resolution.
- F. All licenses issued are valid only on the premises for which the license was issued and only for the person to whom the license was issued. The transfer of any license to another location or person is prohibited.
- G. Such license shall be renewed annually and valid for a period beginning with the date of license to the first day of [Month] next succeeding the date of the license unless sooner revoked as allowed by penalties in this article, or unless the retailer to whom it was issued discontinues business, in either of which cases the holder of the license shall immediately return it to the [Health Department]. A license shall not be transferred from one retailer to another or from one location to another.
- H. A tobacco retail sales license cannot be renewed if the tobacco retailer has outstanding fines pursuant to this ordinance.
- I. The issuance of a license is a privilege and does not entitle the license holder to an automatic renewal of the license.
- J. No tobacco retail sales license shall be issued or renewed to a tobacco retail sales licensee unless the tobacco retailer signs a form stating that the tobacco retailer has read this ordinance and has provided training to all employees on the sale of tobacco products. Such training shall include information that the sale of tobacco products to persons under 21 years of age is illegal, the types of identification legally acceptable for proof of age, and that sales to persons under 21 years of age shall subject the tobacco retailer to penalties.
- K. Any business found to be selling tobacco products without a license may be issued a No Sales Order for Tobacco Products and be ineligible to receive a tobacco retail license for a period not to exceed three (3) years.

MINIMUM LEGAL SALES AGE FOR TOBACCO PRODUCTS

The sale of any tobacco product to a person under the age of 21 is prohibited.

AGE VERIFICATION

Before distributing any tobacco product, the tobacco retailer or the tobacco retailer's agent or employee shall verify that the purchaser is at least 21 years of age. Each tobacco retailer or tobacco retailer's agent or employee shall examine the purchaser's government-issued photographic identification. No such verification is required for a person over the age of 30. That a purchaser appeared to be 30 years of age or older shall not constitute a defense to a violation of this section.

Identification verification is not required in Ohio state code.

SIGNAGE

No tobacco retailer shall sell, permit the sale of, or furnish tobacco products in the City unless a notice is posted at any location where tobacco products are available for purchase. All notices must be posted in a manner conspicuous to both employees and consumers, unobstructed from view in their entirety, and within six feet of each register where tobacco products are available for purchase. The [Health Department] shall provide this notice, which shall state "NO PERSON UNDER THE AGE OF 21 MAY BE SOLD NICOTINE OR TOBACCO PRODUCTS, INCLUDING ELECTRONIC SMOKING DEVICES." The notice must be at least 14" by 11" and the words on the notice must be legibly printed in a high contrast red color with capitalized letters at least one inch high.

PROHIBITED SALES

No tobacco retailer or their employee or agent shall sell, offer to sell, or furnish tobacco products:

1. By means of any type of vending machine.
2. By means of self-service display. All tobacco products must be stored behind the sales counter, in a locked case, in a storage unit, or in another area not freely
3. By means of delivery sales. All sales of tobacco products must be conducted in person, in a licensed retail establishment, in over-the-counter sales transactions.
4. By any other means, to any other person, or in any other manner or form prohibited by federal, state, or other local law, ordinance provision, or other regulation.

EDUCATION

The [Health Department] shall engage in a continuing public health education program to explain and clarify the purposes and requirements of this ordinance to persons affected by it, and to guide tobacco retailers and their agents or employees in their compliance. The program may include publication of a brochure for affected tobacco retailers explaining the provisions of this ordinance and signage mandated by this ordinance.

PROXIMITY TO YOUTH-ORIENTED FACILITIES

No license will be granted to any person for a retail establishment location that is within [1,000] feet of a youth-oriented facility, as measured by the shortest line from the property line of the space to be occupied by the proposed licensee to the nearest property line of a youth-oriented facility. This restriction does not apply to an existing license holder who has been licensed to sell tobacco products in that same location for at least one year before the date this section was enacted into law.

RESPONSIBILITY

All licensees are responsible for the actions of their employees regarding the sale, offer to sell, and furnishing of tobacco products on the licensed premises. The sale, offer to sell, or furnishing of any tobacco product by an employee shall be considered an act of the licensee.

ENFORCEMENT

The tobacco retailer shall be subject to at least two unannounced compliance checks per year. The [Health Department/Designated Authority] shall conduct compliance checks by engaging persons between the ages of 18 and 20 to enter the tobacco retail establishment to attempt to purchase tobacco products. Unannounced follow-up compliance checks of all non-compliant tobacco retailers are required within three months of any violation of this ordinance. The results of all compliance checks shall be published by the [Health Department] at least annually and made available to the public upon request.

Ohio does not mandate a minimum number of annual compliance checks for underage sales. In the absence of a mandate, historically few checks are ever done. Without adequate enforcement, noncompliant retailers take full advantage of this loophole, putting both kids and law-abiding retailers at risk.

PENALTIES

- A. Tobacco retailers. Any tobacco retailer found to have violated this ordinance in person, by agent, representative, or employee or in any other way shall be subject to: (1) For a first violation, a fine no less than \$500; (2) For a second violation within a 36 month period, a fine no less than \$750 and the tobacco retailer shall be prohibited from distributing tobacco products for a minimum of seven days; (3) For a third violation within a 36 month period, a fine no less than \$1,000 and the tobacco retailer shall be prohibited from distributing tobacco products for a minimum of 30 days; and (4) For a fourth and any subsequent violation within a 36 month period, a fine no less than \$1,000 and the tobacco retailer shall be prohibited from distributing tobacco products for a period of three years.
- B. Other persons. Any person 21 years of age or older, besides a tobacco retailer or a tobacco retailer's agent or employee, who violates this ordinance is subject to an administrative fine of \$50.
- C. Related violations. A violation of any federal, state, or local law, ordinance provision, or other regulation relating to tobacco products is also a violation of this ordinance. In addition to any other penalty, a tobacco retailer who violates any provision of this ordinance or any federal, state, or local law, ordinance provision, or other regulation relating to tobacco products, shall be subject to penalties stated in this ordinance, including fines and a prohibition of the distribution of tobacco products.
- D. Criminal Prosecution. The City shall not initiate criminal proceedings against any person other than a tobacco retailer for any alleged violation of this ordinance.
- E. Affirmative Defense. It shall be an affirmative defense for any tobacco retailer charged with violation hereof that a purchaser or recipient exhibited to the tobacco retailer, or to the tobacco retailer's agent, employee, or representative that provided or sold the tobacco products, a valid driver's license or other form of federal or state identification showing that the purchaser was at least twenty-one years of age at the time of the alleged offense.
- F. Exceptions.
 1. The penalties in this ordinance do not apply to a person younger than 21 years old who purchases or attempts to purchase tobacco products while under the direct supervision of City staff or their authorized appointees for training, education, research, or enforcement purposes.

2. Nothing in this ordinance prohibits an underage person from handling tobacco products in the course of lawful employment by a tobacco retailer.
3. Nothing in this ordinance prevents the provision of tobacco products to any person as part of an indigenous practice or a lawfully recognized religious, spiritual, or cultural ceremony or practice.

Penalties for violations of selling to underage youth are not clearly defined in Ohio state code. Nor does state code indicate that selling privileges may be suspended or revoked for repeated violations.

RULES AND REGULATIONS

The [Health Department] is hereby authorized to promulgate rules and regulations to carry out the purpose and intent of this Ordinance in order to protect the public health, safety, and welfare.

LIBERAL CONSTRUCTION

This ordinance shall be liberally construed so as to further its purposes.

SEVERABILITY

If any provision of this ordinance, or the application thereof to any person or circumstance, is held invalid, such invalidity shall not affect any other provision of this ordinance that can be given effect without the invalid provision or application. Each invalid provision or application of this ordinance is severable.

EFFECTIVE DATE

This ordinance shall take effect on [effective date].

Tobacco Retail License Model Policy Add-Ons

Additional Provisions That May Be Included in A TRL Ordinance:

Maximum number of licenses.

The maximum number of licenses issued by the city at any time is limited to [X]. When the maximum number of licenses has been issued, the city may place persons seeking licensure on a waiting list and allow them to apply on a first-come, first-served basis, as licenses are not renewed or are revoked. A new applicant who has purchased a business location holding a valid city license will be entitled to first priority, provided the new applicant meets all other application requirements in accordance with this ordinance.

Proximity to other licensed retailers.

No license will be granted to any person for a retail establishment location that is within [2,000] feet of any other existing licensed retail establishment, as measured by the shortest line from the property line of the space to be occupied by the applicant for a license to the nearest property line of the existing licensee. This restriction does not apply to an applicant who has been licensed to sell tobacco products in the same location for at least one year before the date this section was enacted into law.

Pharmacies ineligible for licensure.

No existing license will be eligible for renewal to any pharmacy, including any retail establishment that operates or contains an on-site pharmacy, and no pharmacy or any retail establishment that operates an on-site pharmacy will be granted a new license.

Prohibition on sales of flavored products.

No person shall sell or offer for sale any flavored products. For purposes of this section, "Flavored Products" means any tobacco product that contains a taste or smell, other than the taste or smell of tobacco, that is distinguishable by an ordinary consumer either prior to or during the consumption of the product, including, but not limited to, any taste or smell relating to chocolate, cocoa, menthol, mint, wintergreen, vanilla, honey, fruit, or any candy, dessert, alcoholic beverage, herb, or spice. A public statement or claim, whether express or implied, made or disseminated by the manufacturer of a tobacco product, or by any person authorized or permitted by the manufacturer to make or disseminate public statements concerning such products, that a product has or produces a taste or smell other than a taste or smell of tobacco will constitute presumptive evidence that the product is a flavored product.

ORDINANCE NO. _____

AN ORDINANCE AMENDING AND SUPPLEMENTING THE CODIFIED ORDINANCES OF THE CITY OF HAMILTON, OHIO BY ESTABLISHING NEW CHAPTER 1783, CIGARETTE AND TOBACCO VENDORS; SALES TO PERSONS UNDER 21; TOBACCO RETAILER LICENSE IN REGARDS TO LICENSING FOR AND SALES OF TOBACCO PRODUCTS.

WHEREAS, tobacco kills over 480,000 people in the United States each year, 90% of smokers first try a tobacco product by age 18, and more than 95% of addicted smokers start before age 21; and

WHEREAS, the developing teenage brain is particularly vulnerable to the effects of nicotine, and about 350 youth become regular smokers each day in the United States; and

WHEREAS, pursuant to the Constitution of the State of Ohio and the Ohio Revised Code, municipalities have the power of local self-government; and

WHEREAS, pursuant to the Constitution of the State of Ohio and the Ohio Revised Code, municipalities have the power to enact laws that are for the health, safety, welfare, comfort and peace of the citizens of the municipality; and

WHEREAS, the City of Hamilton Board of Health desires to ensure proper training and enforcement of the restrictions on sales of tobacco products to those under the age of 21; and

WHEREAS, this Council has determined that these amended regulations shall be established in the Codified Ordinances of the City of Hamilton as a matter of local self-government and a matter of local police powers;

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

SECTION I: That the Codified Ordinances of the City of Hamilton, Ohio be and are hereby amended and supplemented to enact new Chapter 1783, Cigarette and Tobacco Vendors; Sales to Persons Under 21; Tobacco Retailer License as seen attached hereto as Exhibit No. 1 and incorporated herein by reference.

SECTION II: That this ordinance shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: _____

Mayor

Effective Date: _____

ATTEST: _____

City Clerk

CERTIFICATE

I, Daniel Tidyman, City Clerk of the City of Hamilton, Butler County, Ohio, hereby certify that the foregoing Ordinance No. _____ was duly published as provided by Section 113.01 of the Codified Ordinances of the City of Hamilton, Ohio, by posting ten days after passage, a copy thereof in the lobby of City Hall for a period of ten days. POSTED: _____

Daniel Tidyman, City Clerk

Attachment: Tobacco Retail License Ordinance Hamilton Ohio (Tobacco Retailer License)

Ordinance No. _____ (cont'd)

CITY OF HAMILTON, OHIO

Exhibit No. 1

CHAPTER 1783

CIGARETTE AND TOBACCO VENDORS; SALES TO PERSONS UNDER 21; TOBACCO RETAILER LICENSE

- 1783.01 Definitions.
- 1783.02 Posting of Signs.
- 1783.03 Sale to Persons Under 21 Prohibited.
- 1783.04 License Required.
- 1783.07 Transferability of a License.
- 1783.08 Tobacco Vending Machines: Illegal Distribution of Cigarettes or Other Tobacco Products to Minors.
- 1783.09 Out-of-package Sales Prohibited; Tobacco Samples Prohibited.
- 1783.10 Suspension of License; Permit Revocation, Denial, or Suspension.
- 1783.11 Non-retaliation.
- 1783.12 Enforcement and Penalties; Appeals.
- 1783.13 Injunction Relief.
- 1783.14 Severability.
- 1783.15 Other Laws.

1783.01 DEFINITIONS.

As used in this chapter:

- (a) "License" means a license issued by the City of Hamilton for retail sale of tobacco products.
- (b) "Licensee" means the holder of a valid license for the retail sale of tobacco products.
- (c) "Person" means any natural person.
- (d) "Public place" means any area to which the public is invited or in which the public is permitted, including, but not limited to, any right of way, mall or shopping center, park, playground and any other property owned by the City, and any school district or any park district.
- (e) "Tobacco Retailer" means any person, partnership, joint venture, society, club, trustee, trust, association, organization, or corporation who owns, operates, or manages any tobacco retail establishment. Tobacco retailer does not mean that non-management employees of any tobacco retail establishment.
- (f) "Tobacco retail establishment" means any place of business where tobacco products are available for sale to the general public. The term includes but is not

Ordinance No. _____ (cont'd)

limited to grocery stores, tobacco products shops, kiosks, convenience stores, gasoline service stations, bars, and restaurants.

(g) "Self-service displays" means any display from which customers may select a tobacco product without assistance from the tobacco retailer or the tobacco retailer's agent or employee and without direct person-to-person transfer between the purchaser and the tobacco retailer or tobacco retailer's agent or employee. A tobacco vending machine is a form of self-service display.

(h) "Tobacco product" means (1) Any product containing, made of, or derived from tobacco or nicotine that is intended for human consumption or is likely to be consumed, whether inhaled, absorbed, or ingested by any other means, including, but not limited to, a cigarette, a cigar, pipe tobacco, chewing tobacco, snuff, or snus; (2) Any electronic smoking device and any substances that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine; or (3) Any component, part, or accessory of (1) or (2), whether or not any of these contain tobacco or nicotine, including but not limited to liquids used in electronic smoking device, filters, rolling papers, blunt or hemp wraps, and pipes.

Tobacco product does not include any nicotine cessation product that has been authorized by the U.S. Food and Drug Administration to be marketed and for sale as "drugs," "devices," or "combination products," as defined in the Federal Food, Drug, and Cosmetic Act.

(i) "Tobacco vending machine" means any machine or device designated for or used for the vending of cigarettes, cigars, tobacco or tobacco products upon the insertion of coins, trade checks or slugs.

(j) "Sale" includes delivery, barter, exchange, transfer or gift, or offer thereof, and each such transaction made by any person, whether as principal, proprietor, agent, servant or employee.

(k) "Possess" or "Possession" means having control over a thing or substance, but may not be inferred solely from mere access to the thing or substance through ownership or occupation of the premises upon which the thing or substance is found.

(l) "Electronic smoking device" is any device that may be used to deliver any aerosolized or vaporized substance to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen or e-hookah, electronic smoking device includes any component, part, or accessory of such a device, whether or not sold separately, and includes any substance intended to be aerosolized or vaporized during the use of the device whether or not the substance contains nicotine. Electronic smoking device does not include drugs, devices, or combination products authorized for sale by the U.S Food and Drug Administration, as those terms are defined in the Federal Food, Drug and Cosmetic Act.

(m) "Moveable Place of Business" means any form of business that is operated out of a kiosk, truck, van, automobile or other type of vehicle or transportable shelter and that is not a fixed address or other permanent type of structure licensed for over-the counter sales transactions.

(n) "Licensed Product" means the term that collectively refers to any tobacco product.

(o) "Arm's Length Transaction" means a sale in good faith and for valuable consideration that reflects the fair market value between two informed and willing parties, neither of which is under any compulsion to participate in the transaction. A sale between relatives, related companies or partners, or a sale for which a significant purpose is avoiding the effect of the violations of this chapter is not an Arm's Length Transaction.

Ordinance No. _____ (cont'd)

1783.02 POSTING OF SIGNS.

- (a) No tobacco retailer shall sell, permit the sale of, or distribute tobacco products in the City of Hamilton unless both the tobacco license and a printed notice(s) as outlined herein Section 1783.02(b) is posted at any location where tobacco products are available for purchase.
- (b) All notices must be posted in a manner conspicuous to both employees and consumers, unobstructed from view in their entirety, and within six feet of each register where tobacco products are available for purchase and must state "It is illegal for any person under the age of 21 to purchase tobacco or alternative nicotine products". The City of Hamilton shall provide the license and notice upon approval or renewal of the license or by request by the licensee. The notice(s) must be at least 14" by 11" and the words on the notice must be legibly printed in high contrast red color with capitalized letters at least one-half inch high. Additional copies of the license shall be printed by the licensee in accordance to the instructions provided by the Department of Health upon approval of the license application.

1783.03 SALE TO PERSONS UNDER THE AGE OF 21 PROHIBITED.

- (a) No person shall sell any tobacco products to any person under the age of 21.
- (b) Before selling or otherwise distributing any tobacco product the tobacco retailer's agent or employee shall verify that the purchaser is at least 21 years of age. Each tobacco retailer or tobacco retailer's agent or employee shall examine the purchaser's government-issued photographic identification. Verification is not required of a person over the age of 30. That a purchaser appeared to be 30 years of age or older shall not constitute a defense to a violation of this section.

1783.04 LICENSE REQUIRED.

- (a) No person shall sell or offer to sell any licensed product without first having obtained a license to do so from the Commissioner of Health.
- (b) An application for a license must be made on a form provided by the City of Hamilton Health Department. The application must contain the full name of the applicant, the applicant's residential and business addresses and telephone numbers, the name of the business for which the license is sought, and any additional information the city deems necessary. If the Commissioner of Health determines that an application is incomplete, it will be returned to the applicant with notice of the information necessary to make the application complete. The license fee is \$250.00.
- (c) The license term is one calendar year, beginning on March 1. In cases of applications for a new license submitted after March 1 of a given year and more than sixty (60) days before the following March 1, the Commissioner of Health may issue a license for the remainder of the standard term period, but such license term will only extend to the following last day of February.

Ordinance No. _____ (cont'd)

- (d) Any license issued may be suspended or revoked following the procedures set forth in this chapter.
- (e) All licenses issued are valid only on the premises for which the license was issued and only for the person to whom the license was issued.
- (f) All licenses must be posted and displayed in a conspicuous location at all times in plain view of the general public in the tobacco retail establishment.
- (g) The renewal of a license issued under this ordinance shall be handled in the same manner as the retail food establishment license process established under Ohio Administrative Code 3701-21. The renewal will be mailed to the establishment 30-60 days prior to March 1 of the calendar year. The renewal application must be received by the City of Hamilton, along with any fees, by March 1 of the calendar year and may face fines if any or all of the renewal application is received after March 1.
- (h) Issuance as privilege and not a right. The issuance of a license is a privilege and does not entitle the license holder to an automatic renewal of the license.
- (i) No person shall distribute samples of any tobacco products free of charge or at a nominal cost. The distribution of tobacco products as a free donation is prohibited.

1783.07 TRANSFERABILITY OF A LICENSE.

- (a) All licenses issued are valid only on the premises for which the license was issued and only for the person to whom the license was issued. The transfer of any license to another location or person is prohibited.

1783.08 TOBACCO VENDING MACHINES; ILLEGAL DISTRIBUTION OF CIGARETTES OR OTHER TOBACCO PRODUCTS TO MINORS.

- (a) TOBACCO VENDING MACHINES. Any person, firm or corporation that owns, leases, possesses or controls one or more tobacco vending machines shall obtain a valid license for each machine pursuant to Section 1783.04.

1783.09 OUT-OF-PACKAGE SALES PROHIBITED; TOBACCO SAMPLES PROHIBITED.

- (a) OUT-OF-PACKAGE SALES PROHIBITED. It is unlawful to sell cigarettes out of the manufactured package with required health warnings. It is unlawful to sell cigarettes in packages of fewer than twenty cigarettes per package.

1783.10 DENIAL, SUSPENSION, AND REVOCATION OF LICENSE.

- (a) DENIAL OF LICENSE. Grounds for denying the issuance or renewal of a license include, but are not limited to, the following:
 - (1) the applicant is under 21 years of age;

Ordinance No. _____ (cont'd)

- (2) the applicant has been convicted within the past five years of any violation of a federal, state, or local law, ordinance provision, or other regulation relating to licensed products;
 - (3) the applicant has had a license to sell licensed products suspended or revoked within the preceding thirty-six (36) months of the date of application;
 - (4) the applicant fails to provide the information required on the licensing application or provides false or misleading information;
 - (5) the applicant is prohibited by federal, state, or other local law, ordinance, or other regulation from holding a license;
 - (6) the applicant is in arrears with respect to any fine imposed for violation of this Chapter;
 - (7) the business for which the license is requested is a moveable place of business. Only fixed-location tobacco retail establishments are eligible to be licensed.
- (b) For purposes of subdivision (a) of this Section, "applicant" shall include entities with common ownership or management to the entity or natural person listed on the application.
- (c) **SUSPENSION OF LICENSE:** Any license may be suspended for a definite period, not to exceed six (6) months, as determined by the Commissioner of Health. Prior to reinstatement of the license following the expiration of the suspension, the licensee shall remit a One Hundred Dollars (\$100) License reinstatement administration fee. A license may be suspended for the following reasons:
- (1) A business owned or operated by the licensee applicant engaging in the sale of Tobacco Products within the City is the subject of a court order or City resolution or final order declaring such business to be a public nuisance where said nuisance has not been abated, or where the court has ordered that sales of Tobacco Products shall cease pursuant to any temporary restraining order, preliminary injunction, or permanent injunction issued by said court;
 - (2) Substantiated evidence that licensee or agent of licensee has sold or otherwise distribute any Tobacco Product to any Person Under 21 within the city more than one time in the past twelve (12) months;
 - (3) The finding by a federal or state agency or court that the license applicant has violated a federal or state rule or regulation governing the sale of Tobacco Products;
 - (4) Entry of the Commissioner of Health is refused or inspection, or investigation is refused, hindered, or thwarted;
 - (5) For a second or any subsequent violation of this chapter within a thirty-six (36) month period of the first violation; and/or
 - (6) The licensee is in arrears with respect to any fine imposed for any civil penalty levied under this Chapter.

Ordinance No. _____ (cont'd)

(d) REVOCATION OF LICENSE: A license may be revoked for any of the following reasons:

- (1) The licensee applicant is determined to have knowingly included false or misleading information in the license application or renewal license application;
- (2) Substantiated evidence that licensee or agent of licensee has sold or otherwise distribute any Tobacco Product to any Person Under 21 within the City more than one time in the past twelve (12) months;
- (3) Entry of Commissioner of Health is refused, or inspection or investigation is refused, hindered, or thwarted;
- (4) Upon the discovery that the person was ineligible for the license under this ordinance and license was mistakenly issued or renewed to a person;
- (5) A period of suspension imposed under Subsection(c) herein has elapsed and the licensee remains in arrears of payment of such fine or penalty; and/or
- (6) The licensee has been subject to three (3) or more suspensions in the previous thirty-six (36) month period.

1783.11 NON-RETALIATION.

No person or employer shall discharge, refuse to hire or in any manner retaliate against any employee, applicant for employment or customer because such employee, applicant or customer reported violations of any provisions of this chapter.

1783.12 ENFORCEMENT AND PENALTIES; APPEALS.

(a) The City and/or its Commissioner of Health shall have authority to implement and enforce the provisions of this Chapter. All licensed premises must be open to inspection by Hamilton City Health Department inspectors or other authorized designees during regular business hours. The tobacco retail establishment may be subject to two (2) compliance checks per year. The City and/or its Commissioner of Health may enter at reasonable times to inspect or investigate and examine or copy records to determine compliance with this Chapter. The City and/or its Commissioner of Health may apply for and any judge of a court of record may issue an appropriate search warrant necessary to achieve the purposes of this Chapter within the court's territorial jurisdiction. Compliance checks may also include the participation of a person at least 18 years of age, but under the age of 21, to enter the licensed premises to attempt to purchase licensed products. Unannounced follow-up compliance checks of all non-compliant tobacco retail establishments are required within three months of any violation of this ordinance. The results of all compliance checks shall be published by the Hamilton City Health Department at least annually and made available to the public upon request.

(b) If the Commissioner of Health denies the issuance of a license, or suspends or revokes a license, or issues a citation with or without civil penalty for violating this chapter, the Commissioner of Health shall send to the applicant, or licensee, by certified mail, return receipt requested, written notice of the action and the right to an appeal. Upon receipt of written notice of the denial, suspension, or revocation, the licensee subject to license denial or revocation or citation and

Ordinance No. _____ (cont'd)

civil fine shall have the right to appeal to the Board of Health. An appeal must be filed within thirty (30) days after the receipt of notice of the decision. The appellant shall bear the burden of proof. The Board of Health shall be the final, administrative decision maker.

(c) CIVIL PENALTIES. In addition to the denial, suspension, or revocation of a license, the Commissioner of Health may impose the following civil penalties for violations of this Chapter:

- (1) For a first violation, a fine no less than \$500.
- (2) For a second violation within a 36-month period, a fine no less than \$750 and the license shall be suspended a minimum of 30 days no more than 60 days.
- (3) For a third violation within a 36-month period, a fine no less than \$1,000 and the license shall be suspended for a minimum of 30 days.
- (4) For a fourth and any subsequent violations within a 36-month period, the license shall be revoked.

(d) TOBACCO RETAILING WITHOUT A VALID LICENSE. In addition to any other penalty authorized by law, if a court of competent jurisdiction determines, or the Commissioner of Health finds based on a preponderance of evidence, after notice and an opportunity to be heard, that any tobacco retailer has engaged in Tobacco Retailing at a location without a valid Tobacco Retailer's license, either directly or through the tobacco retailer's agents or employees, the tobacco retailer shall be ineligible to apply for, or to be issued, a Tobacco Retailer's license as follows:

- (1) After a first violation of this section at a location within any 36-month period, no new license may issue for the tobacco retailer or the location (unless ownership of the business at the location has been transferred in an Arm's Length Transaction), until thirty (30) days have passed from the date of the violation.
- (2) After a second violation of this section at a location within any 36-month period, no new license may issue for the tobacco retailer or the location (unless ownership of the business at the location has been transferred in an Arm's Length Transaction), until ninety (90) days have passed from the date of the violation.
- (3) After of a third or subsequent violation of this section at a location within any 36-month period, no new license may issue for the tobacco retailer or the location (unless ownership of the business at the location has been transferred in an Arm's Length Transaction), until five (5) years have passed from the date of the violation.

(e) ADDITIONAL REMEDIES. The remedies provided by this Chapter are cumulative and in addition to other remedies available at law or in equity.

1783.13 INJUNCTIVE RELIEF.

Ordinance No. _____ (cont'd)

(a) The provisions of Sections 1783.01 through 1783.12 are health ordinances applicable to real property in the City and may be enforced by civil action pursuant to the Revised Code.

(b) Repeated violations of this Chapter may constitute a public nuisance. The Law Director and/or his or her designee may bring a cause of action to abate such nuisance and enjoin the recurrence of such violations and for such other relief may be available at law or in equity.

1783.14 SEVERABILITY.

If any provision, clause, sentence or paragraph of this chapter or the application thereof to any person or circumstance shall be held to be invalid, such invalidity shall not affect the provisions of this chapter which can be given effect without the invalid provisions or application, and to this end the provisions are declared to be severable.

1783.15 OTHER LAWS.

This Chapter does not intend and shall not be interpreted to regulate any conduct where the regulation of such conduct has been preempted by the United States or the State of Ohio.

CHAPTER 723 TOBACCO RETAIL LICENSE

723.01 DEFINITIONS.

As used in this chapter:

- (a) “Compliance Check” means the system that the City uses to conduct store audits, investigate and ensure compliance with the requirements of this Chapter or the system that Franklin County Public Health uses to conduct store audits to ensure compliance with the requirements of this Chapter.
- (b) “Delivery Sale” means the sale of any tobacco or electronic smoking device or product to any person for personal consumption and not for resale when the sale is conducted by any means other than an in-person, over-the-counter sales transaction in a licensed retail establishment. Delivery Sale includes, but is not limited to, the sale of any tobacco or electronic smoking device or product conducted by telephone, other voice transmission, mail, the internet, or app-based service. Delivery Sale includes delivery by licensees or third parties by any means, including curbside pick-up.
- (c) “Electronic Smoking Device” means any device that can be used to deliver aerosolized or vaporized nicotine or any other substance to the person inhaling from the device including an electronic cigarette, electronic cigar, electronic hookah, vaping pen, or electronic pipe. The phrase includes any component, part, or accessory of such a device, whether or not sold separately, and includes any substance intended to be aerosolized or vaporized during the use of the device. The phrase does not include any product that is a drug, device, or combination product, as those terms are defined or described in 21 U.S.C. 321 and 353(g).
- (d) “Moveable Place of Business” means any form of business that is operated out of a kiosk, truck, van, automobile, or other type of vehicle or transportable shelter and that is not a fixed address or other permanent type of structure licensed for over-the-counter sales transactions.
- (e) “Person” means any natural person.
- (f) “Purchaser” means any person who obtains or attempts to obtain a tobacco product or electronic smoking device.
- (g) “Sale” means any transfer of good for money, trade, barter, or other consideration.
- (h) “Self-Service Display” means any display from which customers may select a tobacco produce or electronic smoking device with assistance from the tobacco retailer or the tobacco retailer’s agent or employee and without a direct person-to-person transfer between the purchaser and the tobacco retailer or tobacco retailer’s agent or employee. A vending machine is a form of self- service display.

- (i) “Tobacco Product” means any product that is made or derived from tobacco or that contains any form of nicotine, if it is intended for human consumption or is likely to be consumed, whether smoked, heated, chewed, absorbed, dissolved, inhaled, or ingested by any other means, including, but not limited to, a cigarette, an electronic smoking device, a cigar, pipe tobacco, chewing tobacco, snuff, or snus. The phrase also means any component or accessory used in the consumption of a tobacco product, such as filters, rolling papers, pipes, blunt or hemp wraps, and liquids used in electronic smoking devices, whether or not they contain nicotine. The phrase does not include any product that is a drug, device, or combination product, as those terms are defined or described in 21 U.S.C. 321 and 353(g).
- (j) “Tobacco Retail Establishment” means any place of business where tobacco products or electronic smoking devices are available for sale to the general public. The term includes, but is not limited to, grocery stores, tobacco product shops, kiosks, convenience stores, gasoline service stations, bars, and restaurants.
- (k) “Tobacco Retail License” means the license and Certificate of Compliance issued by the City, through Franklin County Public Health as the City’s licensing agent, to a Tobacco Retail Establishment.
- (l) “Tobacco Retailer” means any person, partnership, joint venture, society, club, trustee, trust, association, organization or corporation who owns, operates, or manages any tobacco retail establishment. The term does not include non-management employees of any tobacco retail establishment.
- (m) “Vending Machine” means any mechanical, electric or electronic, or other type of device that dispenses tobacco products or electronic smoking devices upon the insertion of money, tokens, or other form of payment into or onto the device by the person seeking to purchase the tobacco product or electronic smoking device.
- (n) “Youth-oriented Facility” means any facility with residents, customers, visitors, or inhabitants of which 25% or more are regularly under the age of 21 or that primarily sells, rents, or offers services or products that are consumed or used primarily by persons under the age of 21. Youth-oriented Facility includes, but is not limited to, schools, playgrounds, recreation centers, and parks.

723.03 LICENSE REQUIRED

- (a) Each tobacco retailer engaging in the sale of tobacco products, tobacco paraphernalia or electronic smoking devices shall secure and display at all times, a Tobacco Retail License (TRL) Certificate of Compliance issued by Franklin County Public Health under the authority of this Chapter before engaging in or continuing to engage in such business.
- (b) No tobacco retailer shall sell tobacco, tobacco paraphernalia or electronic smoking device

products without a valid Tobacco Retail License (TRL) Certificate of Compliance.

723.05 APPLICATION FOR TOBACCO RETAIL ESTABLISHMENT LICENSE; FEE

- (a) Application for a Tobacco Retail Establishment License shall be made to Franklin County Public Health, the City's licensing agent.
- (b) The application for a Tobacco Retail License shall be maintained by Franklin County Public Health and available online.
- (c) The applicant shall be required to pay a nonrefundable fee in the amount of five hundred dollars (\$500.00), determined to be sufficient to pay the cost of administering this Chapter. The fee may be reduced or waived by the Mayor, in consultation with Franklin County Public Health.

723.07 ISSUANCE OF TOBACCO RETAIL ESTABLISHMENT LICENSE

- (a) Franklin County Public Health shall issue a Tobacco Retail License (TRL) Certificate of Compliance or a renewal of a Tobacco Retail License (TRL) Certificate of Compliance to an applicant pursuant to this Chapter, unless it is found:
 - (1) That the applicant is under 21 years of age;
 - (2) That the applicant has had a license to sell tobacco products revoked within the preceding 12 months of the date of the application;
 - (3) The applicant or licensee is giving, selling, or offering to sell cigarettes, other tobacco products, tobacco product paraphernalia and electronic smoking devices by or from a vending machine;
 - (4) That the applicant has failed to post signage as required by this Chapter;
 - (5) That the applicant has outstanding fines pursuant to this Chapter;
 - (6) That the applicant fails to provide any of the information required by 723.05;
 - (7) That the applicant provides false or misleading information;
 - (8) That the applicant was convicted within the past 5 years of any violation of a federal, state, or local law or regulation relating to tobacco products, tobacco product paraphernalia and electronic smoking devices;
 - (9) An order by a court of competent jurisdiction that a tobacco retail location or temporary tobacco retail sales location owned and/or operated by the licensee

constitutes a public nuisance;

- (10) That the applicant or licensee fails to comply with U.S. Food and Drug Administration regulations, Ohio Revised Code, and city codes relating to building, health and fire.
- (b) Franklin County Public Health shall provide the applicant either a TRL Certificate of Compliance or a written statement that the application was denied and the reason thereof. The License or written statement of denial may be provided electronically.
- (c) Any person who has been denied a TRL Certification of Compliance may appeal such denial in accordance with 723.15.

723.09 POSTING OF SIGNS

- (a) No tobacco retailer shall sell, permit the sale of, or distribute tobacco products in the City of Reynoldsburg unless both the tobacco license and a printed notice(s) as outlined herein Section 723.02(b) is posted at any location where tobacco products are available for purchase.
- (b) All notices must be posted in a manner conspicuous to both employees and consumers, unobstructed from view in their entirety, and within six feet of each register where tobacco products are available for purchase and must state "It is illegal for any person under the age of 21 to purchase tobacco or alternative nicotine products". The City of Reynoldsburg shall provide the license and notice upon approval or renewal of the license or by request by the licensee. The notice(s) must be at least 14" by 11" and the words on the notice must be legibly printed in high contrast red color with capitalized letters at least one-half inch high. Additional copies of the license shall be printed by the licensee in accordance to the instructions provided by the Department upon approval of the license application.

723.11 LICENSE EXPIRATION AND RENEWAL

- (a) Franklin County Public Health shall issue Tobacco Retail Licenses on a calendar year basis (January 1 to December 31) or any part thereof and such license(s) shall expire on December 31 following the date of issuance.
- (b) Each Tobacco Retail Establishment shall apply for a renewal of the Establishment's License with Franklin County Public Health no later than 30 days prior to the expiration of the current License.
- (c) A Tobacco Retail License shall not be transferrable. If the address, ownership, or operation of the Establishment transfers, the License shall automatically expire.

723.13 COMPLIANCE CHECKS

- (a) Licensed Tobacco Retail Establishments shall be subject to at least two unannounced Compliance Checks per year to be conducted by Franklin County Public Health.
- (b) Licensed Tobacco Retail Establishments shall be subject to unannounced follow-up Compliance Checks by Franklin County Public Health until compliance is established.
- (c) Compliance Checks may be conducted by the City.
- (d) Compliance Check results shall be published annually by the City and made available by the City or Franklin County Public Health to the public upon request.

723.15 LICENSE DENIAL, SUSPENSION, OR REVOCATION APPEAL

- (a) When the City or its licensing agent determines to deny a TRL application, or to suspend or revoke a TRL Certificate of Compliance, the city or licensing agent shall notify the applicant or licensee in writing by U.S. mail, electronic mail, by posting in a conspicuous place at the location, or other means reasonably calculated to promptly notify the applicant or licensee.
- (b) Any establishment who has been denied a Tobacco Retail License (TRL) Certificate of Compliance or has had a Tobacco Retail License (TRL) Certificate of Compliance revoked may appeal that decision within five (5) days of the denial or revocation thereof by filing a written statement with Franklin County Public Health Attn: TRL Appeal. The written statement shall include the applicant's full name and contact information (including mailing address, phone number, and e-mail address), shall state the basis for the appeal, and shall include a summary of all relevant facts and circumstances.
- (c) The Franklin County Public Health Commissioner or his/her designee shall review the written statement, set a time and place for an administrative hearing, provide reasonable notice prior to such hearing, and establish the reasonable procedures, therefore. The hearing shall be held within ten (10) days of submitting the written appeal. The Health Commissioner or his/her designee shall issue a decision on whether to grant or deny the TRL Certificate of Compliance and that decision shall be final.

723.17 NON-RETALIATION

No person or employer shall discharge, refuse to hire or in any manner retaliate against any employee, applicant for employment or customer because such employee, applicant or customer reported violations of any provisions of this chapter.

723.19 SEVERABILITY

In the event any subsection of this Chapter shall be declared by a court of competent jurisdiction to be invalid or unconstitutional, such decision shall not affect the validity of this Chapter as a whole or any part thereof other than the part so declared to be invalid or unconstitutional

723.99 ENFORCEMENT AND APPEALS

- (a) The City shall have authority to implement and enforce all provisions of this Chapter. Franklin County Public Health, as the City's licensing agent, shall have authority to conduct Compliance Checks and all licensing functions.
- (b) "Violation" including violation of 537.18 of the Codified Ordinances or a substantially equivalent offense, does not require that the person has been criminally convicted of the violation of 537.18 of the Codified Ordinances or substantially equivalent offense. The city or its licensing agent may determine that a violation has occurred even if no criminal charge has been filed. Acquittal or dismissal of a charge under 537.18 of the Codified Ordinances or any substantially equivalent offense, shall not necessarily absolve a licensee; Chapter 723 is civil in nature, and so the city or its licensing agent may find a violation based upon a preponderance of evidence, rather than proof beyond a reasonable doubt, and are not otherwise required to observe rules of criminal procedure, the exclusionary rule, or confrontation of witnesses;
- (c) Sale of multiple items in violation of 537.18 of the Codified Ordinances or substantially equivalent applicable law, where the sales occur in a single transaction, shall constitute one violation. For example; sale of three packs of cigarettes and a vial of liquid nicotine to a 19-year old in one transaction shall constitute one violation. Sale of one pack of cigarettes to one 19-year old, one pack of cigarettes to the 18-year old next in line, in two transactions, shall constitute two violations.
- (d) In addition to the denial, suspension, or revocation of a license, the city may impose the following civil penalties for violations of 537.18 or any substantially equivalent offense and as a violation of this Chapter:
 - (1) For a first violation, a fine of no less than \$500;
 - (2) For a second violation within a 36-month period, a fine no less than \$750 and the Tobacco Retailer shall be prohibited from distributing tobacco products, tobacco product paraphernalia and electronic smoking devices for a minimum of 7 days;
 - (3) For a third violation within a 36-month period, a fine no less than \$1000 and the Tobacco Retailer shall be prohibited from distributing tobacco products, tobacco product paraphernalia and electronic smoking devices for a minimum of 30 days;

- (4) For a fourth and any subsequent violation within a 36-month period, a fine no less than \$1000 and the Tobacco Retailer shall be prohibited from distributing tobacco products, tobacco product paraphernalia and electronic smoking devices for a period of three years.
- (e) The penalties associated with a violation of this Chapter are in addition to, not in lieu of, any other penalty applicable under Ohio law or any other legal remedy available to the City.
 - (f) It is an affirmative defense for any Tobacco Retailer charged with a violation of this Chapter that a purchaser or recipient exhibited to the tobacco retailer, or to the tobacco retailer's agent, employee, or representative a valid driver's license or other form of federal or state identification showing that the purchaser was at least 21 years of age at the time of the alleged offense.
 - (g) It is not a violation of this Chapter for a person younger than 21 years old who purchases or attempts to purchase tobacco products while under the direct supervision of City staff or authorized contractor agents for training, education, research, or enforcement purposes.
 - (h) It is not a violation of this Chapter for a person under the age of 21 to handle tobacco products, tobacco product paraphernalia and electronic smoking devices in the course of lawful employment by a tobacco retailer.
 - (i) It is not a violation of this Chapter for a person to purchase tobacco products, tobacco product paraphernalia and electronic smoking devices as a part of an indigenous practice or a lawfully recognized religious, spiritual, or cultural ceremony or practice.
 - (j) Enforcement Process. Franklin County Public Health is authorized to do Compliance Checks.
- (1) If a Compliance Check establishes probable cause for violation(s), Franklin County Public Health may take one or more of the following actions to resolve the violation:
- i. The Franklin County Public Health representative may speak to the Tobacco Retailer and attempt to resolve the matter through discussion and/or request that the Tobacco Retailer work with Franklin County Public Health and the City in regards to the issue. The Tobacco Retailer shall be audited for compliance again as soon as practical.
 - ii. Franklin County Public Health may also send a certified letter to the Tobacco Retailer at the address listed on the TRL Certificate of Compliance. The letter shall cite the section number of the code that is being violated and what must be done to bring the establishment into

compliance. The letter will be signed by the Franklin County Public Health employee who has direct knowledge of the violation(s). The Tobacco Retailer shall be audited for compliance again as soon as practical.

- iii. If the Tobacco Retailer has not brought the establishment into compliance with this Chapter within a reasonable amount of time, Franklin County Public Health shall refer the violation(s) to the City Attorney's Office to issue a civil penalty.

- (2) Notwithstanding the above, if a Compliance Check established probable cause for selling to an underage person, Franklin County Public Health shall refer the violation(s) to the City Attorney's Office to issue a civil penalty.
- (k) When the City determines to issue a civil penalty for a violation, the city shall notify the violator in writing by U.S. mail, electronic mail, by posting in a conspicuous place at the location, or other means reasonably calculated to promptly notify the violator.
- (l) The City shall not be required to conduct an evidentiary hearing prior to issuing a civil penalty.
- (m) The violator may file a written notice of appeal with the city within 14 days of the date the civil penalty was issued. The civil penalty shall take effect following the expiration of time to file the notice of appeal provided herein.
- (n) The appeal of a civil penalty shall be heard by a licensed attorney, designee of the Mayor.
- (o) During any appeal of a civil penalty under this section, the burden of proof by preponderance of the evidence shall be upon the city. The hearing shall be recorded and exhibits marked to create a record for use in further appeal provided, however, that transcripts need not be ordered unless a notice of appeal to the Court of Common Pleas or Franklin County Municipal Court Environmental Division has been timely filed under R.C. Chapter 2506.
- (p) The Mayor's designee hearing an appeal under this section shall rule on all preliminary and evidentiary matters, and in doing so shall not be strictly bound by the Rules of Evidence, the Rules of Civil Procedure, or the Rules of Appellate Procedure. The hearing officer may establish time limits for the presentation of evidence, determine any non-dispositive preliminary motions, and may continue any hearing on the motion of a party or on its own motion.
- (q) Appeals from decision under division (p) of this section shall proceed according to R.C. Chapter 2506.
- (r) Legal Action. The City may bring legal action to address any violation of this code, any enforcement order, any term or condition of a conditional use, site plan approval,

variance or other entitlement issued by the City, or to collect unpaid fines.

- (s) **ADDITIONAL REMEDIES.** The remedies provided by this Chapter are cumulative and in addition to other remedies available at law or in equity, including injunctive relief.