Reynoldsburg
OHIO • 1839

Shanette Strickland, President
Julie Towns, Ward 1
Louis Salvati, Ward 2
Bhuwan Pyakurel, Ward 3
Erin Hill, Ward 4
Barth Cotner, At-Large
Mildred Johnson, At-Large
Stacie A. Baker, At-large

# City Council

## Council Meeting

**7232 East Main Street**
**Reynoldsburg, OH 43068**
www.reynoldsburg.gov

**Mollie Prasher, Clerk of Council**
614-322-6836

**Monday, July 28, 2025** | **6:30 PM** | **Council Chambers**

## 1. CALL TO ORDER

## 2. INVOCATION - Pastor Renee Russell of City Church of Reynoldsburg

## 3. PLEDGE OF ALLEGIANCE

## 4. ROLL CALL

## 5. APPROVAL OF AGENDA

## 6. APPROVAL OF MINUTES

a. Regular Meeting Minutes July 14, 2025

## 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 with the exception of legislation scheduled for a public hearing. Comments related to a public hearing may only be made during the Public Hearing portion of the meeting.

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. PUBLIC HEARING

a. Public Hearing to Accept Comments Regarding Improvements to the State Route 256 Five-Way Intersection

## 9. COMMUNICATIONS

a. Update on Parks/Service Building Construction

## 10. MOTIONS

a. A Motion to Recess the Reynoldsburg City Council for the Month of August

b. A Motion Authorizing the Clerk of Council to Return Any Liquor Permit Requests Received During the August Recess, to Mark "Without a Request for Hearing," as Long as the

Reynoldsburg Police Department Finds No Reason for a Hearing While Council is in Recess for the Month of August 2025. Should the Chief Indicate that a Hearing is Needed, the Clerk of Council will Confirm Requesting a Hearing with the City Attorney and forward the request to the Liquor Control Board. Council will be Advised at the Next Regularly Scheduled Meeting.

## 11. REPORTS

**a. There is no Development, Parks & Recreation Committee meeting.**

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

1. A Resolution Authorizing the Mayor to Enter into a Lease Agreement with Modern Office Methods for a Copier for the Police Department and Waive Competitive Bidding

**c. Public Service & Transportation Committee**

1. A Resolution Authorizing the Mayor to Prepare and Submit an Application to Participate in the Ohio Public Works Commission Grant Program for 2026

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

## 12. RESOLUTIONS - CONSENT AGENDA

a. A Resolution Authorizing the Mayor to Prepare and Submit an Application to Participate in the Ohio Public Works Commission Grant Program for 2026

b. A Resolution Authorizing the Mayor to Enter into a Lease Agreement with Modern Office Methods for a Copier for the Police Department and Waive Competitive Bidding

## 13. CONSENT AGENDA FOR EMERGENCY ADOPTION

a. An Ordinance Authorizing the Mayor to Enter into an Agreement with the Solid Waste Authority of Central Ohio (SWACO) to Accept Funding for a Food Waste Drop-Off Expansion Program Grant, Appropriate Funds Therefor, and Declaring an Emergency

b. An Ordinance Authorizing a Change in Appropriations for Various City JEDD Agreements, and Declaring an Emergency

## 14. CONSENT AGENDA FOR SECOND READING

a. An Ordinance Appropriating Funds from the Unappropriated General Fund (110) to Funds in the Parks & Recreation Department

## 15. CONSENT AGENDA FOR THIRD READING

a. An Ordinance Appropriating from Sponsorships from the Unappropriated General Fund to an Account in the Parks and Recreation Department

b. An Ordinance Authorizing the Mayor to Accept Public Infrastructure Associated with The Residence at Eastwood (Wilcox Development) Private Development Project

## 16. OTHER COUNCIL MATTERS

## 17. UPCOMING MEETINGS

a. **City Council is in recess for the month of August**
August 7, 2025 Planning & Zoning
August 7 - 9, 2025 Tomato Festival
August 21, 2025 Planning & Zoning

## 18. ADJOURNMENT

************************

ADJOURNMENT

Reynoldsburg
OHIO · 1839

**MINUTES REGULAR MEETING**
**REYNOLDSBURG CITY COUNCIL**
**July 14, 2025**

## CALL TO ORDER

Council President Shanette Strickland called the meeting to order at 6:30 PM.

## PLEDGE OF ALLEGIANCE

## ROLL CALL

PRESENT: Cotner, Baker, Johnson, Strickland, Towns, Salvati, Pyakurel, Hill
ABSENT:

## APPROVAL OF AGENDA

The agenda was approved as submitted.

## APPROVAL OF MINUTES

### Regular Meeting Minutes of June 23, 2025

The regular meeting minutes of June 23, 2025, were approved as submitted.

## COMMUNITY COMMENTS

### Community Comments

**Angela Abram**
**7244 East Main Street**

Ms. Abram stated that she is the representative for the Reynoldsburg City Schools and the school board. She explained that on behalf of the Reynoldsburg City School District and the Board of Education, they are requesting immediate support in protecting the safety of our students as they face the ongoing difficulties and consequences of the recent levy failure in November 2024. Reynoldsburg has not had a successful levy in 15 years and the average levy cycle is every 4 years, so Reynoldsburg is about 4 times below the average rate of potential new income. Due to these budget cuts, they are no longer able to provide bus transportation to as many students as they had in the past. As a result, many young children will now be required to walk to and from school. This situation is especially concerning because some of these schools are located in areas that have some incomplete pedestrian walkways, which would make it hazardous for children to navigate these routes safely. Ms. Abram stated that she will have the buildings and operations director, Tim Wagner, share the no-transportation zone information with Council so they are able to see and walk some of these routes to the local schools, so they can prioritize which areas need the most attention. She explained that they need to identify and prioritize sidewalk installation and repairs near elementary schools, improve crosswalk visibility and signage, assist with cross guard work and consider ideas like volunteer guest crossing guards, and increase patrols in the school zones to enforce school zone speed compliance. She understands and respects the fiscal challenges that the City is facing, but they believe that ensuring child safety while walking to school is a shared community responsibility, and they welcome the opportunity to work together to create a solution.

President Strickland asked if they had already begun gathering information regarding sidewalks or areas that have been identified as potential areas of improvement. Ms. Abram stated that they have not walked the area yet but have had many parents approach them with concerns about their children's route to school. This is why she suggested that they walk the area to see for themselves what could be done to remedy the situation. President Strickland thanked her for this information and stated that they will look into it.

Mayor Begeny stated that in the most recent Council meeting, the phase 1 street program was approved, and it will address a number of these issues.

**John Seryak**
**8322 Bedlington Drive**

Mr. Seryak stated that he was here to discuss some debris that was found in their neighborhood from fireworks that were set off on July 4th at the designated times. He had concerns about the fireworks in the area and about his newly replaced roof. When he confronted the neighbors about safely setting off the fireworks, he was met with the response “we’ll try our best”. Mr. Seryak did not settle well with him. He asks that Council reconsiders their decision to allow fireworks at all and believes that it is not worth the risk to public health and safety.

**Email Comment**

**Guzal Nasirova**

I understand that today’s hearing will address the proposal to allow residents to keep chickens in their backyards. Unfortunately, due to a recent injury, I am unable to attend the meeting in person.

I would like to express my opposition to this proposal. As someone who works from home full-time, I am concerned about the potential impact on both my productivity and quality of life. The noise and other disruptions associated with keeping chickens are not conducive to a quiet residential environment. Our neighborhood is not suited for livestock or farm animals, and I strongly believe we should preserve the peaceful character of our community.

Thank you for considering my perspective.

**Mayoral Comments**

**Mayor Begeny**

Mayor Begeny stated that the Tomato Festival is a few weeks away, and they are always looking for volunteers at the event, especially Councilmembers. He stated there are many different volunteer opportunities, and he hopes to see everyone there.

Mayor Begeny gave a shout-out to everyone involved with the 4th of July fireworks and the parade. He stated that it was a great event and was grateful to have nice weather.

**Councilmember Baker**

Councilmember Baker asked if there were any plans to paint the lines at the 5-way intersection at SR 256 to ensure people can see what lane they are turning into. Mayor Begeny stated that that is one of the locations they are considering for the OPWC grant, and they hope to address this issue soon.

**COMMUNICATIONS**

**June Treasury Board Meeting Minutes**

**MOTIONS**

**A Motion to Reconsider Ordinance No. 31-2025 an Ordinance Authorizing the Mayor to Enter into a Contract with DLZ for Construction Inspection Services for the City of Reynoldsburg Parks and Public Service Facility Project, Appropriating Funds, and Declaring an Emergency**

The following legislation was passed on June 23, 2025. It was determined that emergency language needed to be added. A motion was needed to reconsider this Ordinance to add emergency language in order to begin immediate inspection services for the Parks/Service facility.

Councilmember Salvati made a motion to reconsider Ordinance No. 31-2025. Second by Councilmember Johnson. Motion carried.

Ordinance 31-2025 may be reconsidered.

Director Dorman stated that they needed to speed this process up to ensure that there would be someone on site for inspection of the underground services.

President Strickland stated we now need a motion to amend Ordinance No. 31-2025, An Ordinance Authorizing the Mayor to Enter into a Contract with DLZ for Construction Inspection Services for the City of Reynoldsburg Parks and Public Service Facility Project, Appropriating Funds, and Declaring an Emergency to add emergency language.

Councilmember Pyakurel made a motion to amend Ordinance No. 31-2025 to add emergency language. Second by Councilmember Salvati.

ROLL CALL: Cotner - yes; Baker - yes; Johnson - yes; Strickland - yes; Towns - yes; Salvati - yes; Pyakurel - yes; Hill - yes

Ordinance No. 31-2025 was amended - 8 affirmative votes, no negative votes.

Councilmember Salvati made a motion to approve Ordinance 31-2025 as amended. Second by Councilmember Pyakurel.

ROLL CALL: Cotner - yes; Baker - yes; Johnson - yes; Strickland - yes; Towns - yes; Salvati - yes; Pyakurel - yes; Hill - yes

Ordinance No. 31-2025 is approved as amended - 8 affirmative votes, no negative votes.

**A Motion to Reconsider Ordinance No. 32-2025 an Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T for Birchview Drive Engineering Design Service (Eastgreen Boulevard to Belltree Drive), and Declaring an Emergency**

The following legislation was passed on June 23, 2025. It was determined that emergency language needed to be added in order to complete the project this year. A motion was needed to reconsider this Ordinance to add emergency language in order to complete design services in order to complete this work in 2025.

Councilmember Salvati made a motion to reconsider Ordinance No. 32-2025. Second by Councilmember Johnson. Motion carried.

Ordinance 32-2025 may be reconsidered.

Director Dorman stated that this is similar to the previous motion as they want to ensure this project is completed in a timely manner.

President Strickland stated we now need a motion to amend Ordinance No. 32-2025, An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T for Birchview Drive Engineering Design Service (Eastgreen Boulevard to Belltree Drive), and Declaring an Emergency to add emergency language.

Councilmember Salvati made a motion to amend Ordinance No. 32-2025 to add emergency language. Second by Councilmember Towns.

ROLL CALL: Cotner - yes; Baker - yes; Johnson - yes; Strickland - yes; Towns - yes; Salvati - yes; Pyakurel - yes; Hill - yes

Ordinance No. 32-2025 is amended - 8 affirmative votes, no negative votes.

Councilmember Salvati made a motion to approve Ordinance 32-2025 as amended. Second by Councilmember Pyakurel.

ROLL CALL: Cotner - yes; Baker - yes; Johnson - yes; Strickland - yes; Towns - yes; Salvati - yes; Pyakurel - yes; Hill - yes

Ordinance No. 32-2025 is approved as amended - 8 affirmative votes, no negative votes.

## REPORTS

### Clerk of Court Report for June 2025

The Clerk of Court submitted monies collected from the Court in the month of June in the amount of $21,788.

### Development, Parks & Recreation Committee

This is the Development, Parks & Recreation Committee meeting for July 14, 2025.

Members in attendance are: Councilmember Cotner, Councilmember Towns, Councilmember Hill, Chair Salvati, and President Strickland.

### An Ordinance Authorizing the Mayor to Enter into an Agreement with the Solid Waste Authority of Central Ohio (SWACO) to Accept Funding for a Food Waste Drop-Off Expansion Program Grant, Appropriate Funds Therefor, and Declaring an Emergency

Director Bauman stated that they were awarded funding from SWACO to begin a food waste drop off program. They have requested emergency language in this Ordinance so they can get this program started at the end of July or early August. They will have an enclosure installed, and they already have the hauler lined up, so they now just need to get everything finalized and decide how they plan to set up registration. They will be reimbursed up to $4,900, but it will depend on the amount of money they end up paying for the hauler. Since it is only for around the last 3 months of the year, it most likely will not end up being that much. It will be approximately $400 a month to have 8 picked up weekly. They will also report back if there is any kind of contamination in the bins. Residents will have to register for this program, and they will receive notification if there are any issues. These bins will be located at Spangler Field and be open when the park is open. Director Bauman also asked that once this money is received, they ask that it be appropriated into their account.

Councilmember Baker asked if these bins would be rodent-proof. Director Bauman stated that the bins will stay closed and within the enclosure.

Councilmember Pyakurel asked how residents would be informed of this new program. Director Bauman stated that SWACO will assist in the marketing for this program, and it will be posted on all social media and the website.

Councilmember Salvati made a motion to forward this Ordinance to Council for first reading. Second by Councilmember Towns. Motion carried.

**An Ordinance Appropriating Funds from the Unappropriated General Fund (110) to Funds in the Parks & Recreation Department**

Director Bauman stated that they hosted the 2025 Tree City Awards at the Senior Center back in May. Attendees have to register and pay for the event. Franklin Soil and Water collected that money and they have sent that money to the City to cover their expense in the amount of $4,394.10. They are requesting that $1,200 go into the recreational supplies account and the remaining to go into the miscellaneous funds account.

Councilmember Salvati made a motion to forward this Ordinance to Council for first reading. Second by Councilmember Towns. Motion carried.

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

Director Meyer stated that since Reynoldsburg is located in three different counties (Franklin, Licking, and Fairfield), each county has a meeting every year to decide on whether to continue their current TIFF agreements. All three county boards unanimously decided to continue the TIFFs. This Resolution accepted the findings of the TIRCs.

Councilmember Salvati made a motion to forward this Resolution to Council for approval. Second by Councilmember Hill. Motion carried.

### Public Safety, Law & Courts Committee

This is the Public Safety, Law & Courts Committee meeting for July 14, 2025.

Members in attendance are: Councilmember Cotner, Councilmember Towns, Councilmember Hill, Chair Johnson, and President Strickland.

### A Resolution Authorizing the Mayor to Purchase a Ford Interceptor to Replace a Totaled Cruiser

Chief Baker stated that this is a Resolution to buy a new Ford Interceptor Explorer in the amount of $47,260 from a state vendor that holds the current contract for police vehicles. Most of this will be paid through the insurance settlement for the totaled cruiser. They are going to replace the cruiser with a hybrid cruiser so there will be an excess cost of $2,000 not covered by insurance. They are not requesting any additional funds as they currently have funds in their budget.

Councilmember Johnson made a motion to forward this Resolution to Council for approval. Second by Councilmember Towns. Motion carried.

### Public Service & Transportation Committee

This is the Public Service & Transportation Committee meeting for July 14, 2025.

Members in attendance are: Councilmember Cotner, Councilmember Towns, Councilmember Hill, Chair Pyakurel, and President Strickland.

### An Ordinance to Repeal and Replace Ordinance No. 2025-25 Authorizing the Mayor to Purchase Vacuum Leaf Collection Equipment from Dinkmar, and Declaring an Emergency

Councilmember Pyakurel stated that this item has been returned to Committee to be amended.

Director Dorman explained that this legislation was passed without emergency language and the City determined that the manufacturer was able to provide the equipment directly at a lower cost. In order for the fall leaf pick-up program to begin this fall, it was necessary for Council to repeal and replace the previously passed Resolution and also add emergency language to expedite the process.

Councilmember Pyakurel made a motion to amend this Ordinance to repeal and replace Ordinance No. 2025-25 to add emergency language. Second by Councilmember Towns. Motion carried.

The Ordinance has been amended.

Councilmember Pyakurel made a motion to forward this Ordinance as amended to Council for a second reading and emergency approval. Second by Councilmember Towns. Motion carried.

**An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T for Pipe Inspection Services via Closed Circuit Televising (CCTV) Within the Herbert C. Huber Neighborhood, and Declaring an Emergency**

This item has been returned to the Committee to be amended to add emergency language.

Director Dorman stated that this legislation was back before Council to add emergency language in order for the project to proceed and be completed this year.

Councilmember Pyakurel made a motion to amend this Ordinance to include emergency language. Second by Councilmember Hill. Motion carried.

The Ordinance has been amended.

Councilmember Pyakurel made a motion to forward this Ordinance as amended to Council for a second reading and emergency approval. Second by Councilmember Hill. Motion carried.

**An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T for Engineering Design Services Pertaining to a New Public Watermain for the City's Future Parks and Public Service Facility, and Declaring an Emergency**

This item has been returned to Committee to be amended to add emergency language.

Director Dorman stated that this legislation was back before Council to add emergency language in order for the project to proceed and be completed this year.

Councilmember Pyakurel made a motion to amend this Ordinance to include emergency language. Second by Councilmember Hill. Motion carried.

The Ordinance has been amended.

Councilmember Pyakurel made a motion to forward this Ordinance as amended to Council for a second reading and emergency approval. Second by Councilmember Hill. Motion carried.

**An Ordinance Authorizing the Payment of Services Performed to the Auditor's Certification of the Available Funds, and Declaring an Emergency**

This item has been requested as a single read and emergency approval.

Director Dorman stated that we have 3 EV charging stations in the City, 2 at the YMCA and 1 in the park at the corner of Lancaster and Main. They were fortunate enough to receive a grant from AEP, which paid for the charger installation itself. However, there is an interface within the charger that makes the payments. It controls the charging time and then bills the client. Years ago, this was done through the CIP, but moving forward they will be taking this out of a different funding source that we pay our utility bills from. He stated that they were alerted by ChargePoint, the company that controls the interface, and that we had a balance due. The City does actually have a shared revenue with ChargePoint, so we do receive money back every month. He explained that this is not really about revenue, it is more about economic development, hoping that people will park and charge their car there, then visit local restaurants. They would like to renew the contract with Charge Point and pay the balance that is due.

Councilmember Baker asked who took care of repairs on the charging stations. Director Dorman stated that most issues with the charging stations were because of software glitches, which ChargePoint took care of.

Councilmember Pyakurel made a motion to forward this Ordinance to Council for a first reading and emergency approval. Second by Councilmember Hill. Motion carried.

**An Ordinance Authorizing the Mayor to Move Spring Hill Farms, Section 6 Development (M/I Homes Private Development Project) from a Performance Bond Period to a Maintenance Bond Period**

Director Dorman explained that at Spring Hill Farms, Section 6 infrastructure had been installed; however, they are still constructing homes. Because they are still constructing these homes, the City did not want to accept the infrastructure given the amount of activity that was occurring in the area and the risk of damage. The developer has requested that they move forward from their performance bond period and move to a maintenance bond period. This will ensure that they build the project to the standards that they have submitted to the City. They have built all the infrastructure, the underground work has been completed, they are just requesting a maintenance bond. He explained that they feel comfortable with this change in bond and believe these homes will be completed and occupied by around spring of next year within section 6.

Councilmember Pyakurel asked him to further explain the difference between these two bonds. Director Dorman stated that a performance bond typically covers the performance of the contract. When developers come into the City, they tell the City what they plan to do and the City could pull the bond if their business were to go bankrupt or something happened to one of their contractors. Once that is completed, they have a maintenance bond which guarantees that the system will function as it should for at least a year.

Councilmember Pyakurel made a motion to forward this Ordinance to Council for a first reading. Second by Councilmember Towns. Motion carried.

**A Resolution Authorizing the Clerk of Council to Certify Nuisance Costs (2024) for Collection by the Franklin County Auditor**

Director Dorman stated that this resolution and the next resolution were annual housekeeping items. The City removed garbage and trash left in front of properties. The City also cut grass on private property after code enforcement violations were served with no response or remediation. The cost for the City to complete these projects is billed to the property owner. If payment is not received, the City has the authority to file an assessment with the County Auditor for the cost of these services to be assessed on the property owner's property tax bill. These resolutions provide the City with the authority to file those assessments.

Councilmember Pyakurel made a motion to forward this Resolution to Council for approval. Second by Councilmember Hill. Motion carried.

**A Resolution Authorizing the Clerk of Council to Certify Nuisance Costs (2024) for Collection by the Licking County Auditor**

Director Dorman explained that this legislation is the same as the last resolution, just for Licking County.

Councilmember Pyakurel made a motion to forward this Resolution to Council for approval. Second by Councilmember Hill. Motion carried.

Reynoldsburg
OHIO · 1839

**A Resolution Authorizing the Mayor to Enter into a Contract with 64 Seconds for Leak Detection Equipment**

The City was interested in pursuing uncounted water leaks and was recommending Council approve this legislation to purchase leak detection equipment. Staff have contacted other cities and townships, who also purchased this equipment, and found everyone to be pleased with how the equipment works. The equipment used a beacon to detect sounds of water. It also staff to better identify the location of any leaks. This item was included in the 2025 Budget.

Councilmember Hill asked if the purchase of this equipment would end the City's need for EMH&T to complete inspections. Director Dorman explained that EMH&T was working on inspecting City sewerlines.

Councilmember Pyakurel made a motion to forward this Resolution to Council for approval. Second by Councilmember Towns. Motion carried.

Councilmember Baker asked about when the City would be painting the streetscape bells. Director Dorman indicated that the City had requested quotes for streetscape work; however, those quotes were very high. Staff would come to Council requesting funding to begin work on the brick walls and streetscaping later in the year.

**Finance & Administration Committee**

This is the Finance & Administration Committee meeting for July 14, 2025.

Members in attendance are: Councilmember Salvati, Councilmember Johnson, Councilmember Pyakurel, Chair Baker, and President Strickland.

**An Ordinance Authorizing a Change in Appropriations for Various City JEDD Agreements, and Declaring an Emergency**

Auditor Cicak stated that this Ordinance would appropriate money from the unappropriated General Fund into two JEDD funds - JEDD 2 and 4. Adjustments must be made over the course of the year to meet the obligations for our payments due at the end of this month. He was requesting a two-read emergency.

Councilmember Baker made a motion to forward this Ordinance to Council for a first reading. Second by Councilmember Salvati. Motion carried.

Reynoldsburg
OHIO · 1839

## RESOLUTIONS - CONSENT AGENDA

| | |
|---|---|
| **RESULT:** | **PASSED (UNANIMOUS)** |
| **MOVER:** | Salvati |
| **SECONDER:** | Johnson |
| **AYES:** | Cotner, Baker, Johnson, Strickland, Towns, Salvati, Pyakurel, Hill |

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

**A Resolution Authorizing the Mayor to Purchase a Ford Interceptor to Replace a Totaled Cruiser**

**A Resolution Authorizing the Clerk of Council to Certify Nuisance Costs (2024) for Collection by the Franklin County Auditor**

**A Resolution Authorizing the Clerk of Council to Certify Nuisance Costs (2024) for Collection by the Licking County Auditor**

**A Resolution Authorizing the Mayor to Enter into a Contract with 64 Seconds for Leak Detection Equipment**

## CONSENT AGENDA FOR EMERGENCY ADOPTION

| | |
|---|---|
| **RESULT:** | **PASSED (UNANIMOUS)** |
| **MOVER:** | Baker |
| **SECONDER:** | Salvati |
| **AYES:** | Cotner, Baker, Johnson, Strickland, Towns, Salvati, Pyakurel, Hill |

**An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T for Engineering Design Services (2025 Street Improvement Program - Part II) and Appropriating Funds, and Declaring an Emergency**

**An Ordinance to Repeal and Replace Ordinance No. 2025-25 Authorizing the Mayor to Purchase Vacuum Leaf Collection Equipment from Dinkmar, and Declaring an Emergency**

**An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T for Pipe Inspection Services via Closed Circuit Televising (CCTV) Within the Herbert C. Huber Neighborhood, and Declaring an Emergency**

Reynoldsburg
OHIO · 1839

**An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T for Engineering Design Services Pertaining to a New Public Watermain for the City's Future Parks and Public Service Facility, and Declaring an Emergency**

**An Ordinance Authorizing the Payment of Services Performed to the Auditor's Certification of the Available Funds, and Declaring an Emergency**

**CONSENT AGENDA FOR FIRST READING**

**An Ordinance Authorizing the Mayor to Enter into an Agreement with the Solid Waste Authority of Central Ohio (SWACO) to Accept Funding for a Food Waste Drop-Off Expansion Program Grant, Appropriate Funds Therefor, and Declaring an Emergency**

**An Ordinance Appropriating Funds from the Unappropriated General Fund (110) to Funds in the Parks & Recreation Department**

**An Ordinance Authorizing the Mayor to Move Spring Hill Farms, Section 6 Development (M/I Homes Private Development Project) from a Performance Bond Period to a Maintenance Bond Period**

**An Ordinance Authorizing a Change in Appropriations for Various City JEDD Agreements, and Declaring an Emergency**

**CONSENT AGENDA FOR SECOND READING**

**An Ordinance Appropriating from Sponsorships from the Unappropriated General Fund to an Account in the Parks and Recreation Department**

**An Ordinance Authorizing the Mayor to Accept Public Infrastructure Associated with The Residence at Eastwood (Wilcox Development) Private Development Project**

**CONSENT AGENDA FOR THIRD READING**

| | |
|---|---|
| **RESULT:** | **PASSED (UNANIMOUS)** |
| **MOVER:** | Salvati |
| **SECONDER:** | Towns |
| **AYES:** | Cotner, Baker, Johnson, Strickland, Towns, Salvati, Pyakurel, Hill |

**An Ordinance to Approve the Final Plat Plan for the M/I Homes of Central Ohio Development at Summit Crossing, Section 1, Phases A and B**

**An Ordinance Appropriating Funds from the Unappropriated General Fund to Accounts in the Community Events Department from the 2024 Juneteenth Event**

**An Ordinance Appropriating Funds from the Unappropriated General Fund to Accounts in the Community Events Department from the 2024 Pride Event**

**An Ordinance Appropriating Funds from the Unappropriated General Fund to Accounts in the Community Events Department from the 2024 Diwali-Tihar Celebration Event**

## OTHER COUNCIL MATTERS

Councilmember Hill thanked everyone for their participation in the Helping Hands Food Drive. It was very successful.

Councilmember Baker thanked RPD, teachers, retail, and logistic workers.

## UPCOMING MEETINGS

**July 4, 2025 July 4th Celebration City Offices Closed**
**July 14, 2025 Council**
**July 17, 2025 Planning & Zoning**
**July 28, 2025 Council**

## ADJOURNMENT

As there was no further business, Council President Strickland adjourned the meeting at 7:35pm.

______________________________
Shanette Strickland, Council President

______________________________
Mollie Prasher, Clerk of Council

Reynoldsburg
OHIO • 1839

**STAFF REPORT**
**REYNOLDSBURG CITY COUNCIL**

**DATE:** July 28, 2025

**RE:** A Motion to Recess the Reynoldsburg City Council for the Month of August

**APPROVALS:**

Mollie Prasher

**EMERGENCY:**

**REASON FOR EMERGENCY:**

**STAFF REPORT:**

---

A Motion to Recess the Reynoldsburg City Council for the Month of August

Reynoldsburg
OHIO • 1839

**STAFF REPORT**
**REYNOLDSBURG CITY COUNCIL**

---

**DATE:** July 28, 2025

**RE:** A Motion Authorizing the Clerk of Council to Return Any Liquor Permit Requests Received During the August Recess, to Mark "Without a Request for Hearing," as Long as the Reynoldsburg Police Department Finds No Reason for a Hearing While Council is in Recess for the Month of August 2025. Should the Chief Indicate that a Hearing is Needed, the Clerk of Council will Confirm Requesting a Hearing with the City Attorney and forward the request to the Liquor Control Board. Council will be Advised at the Next Regularly Scheduled Meeting.

**APPROVALS:**

Mollie Prasher

**EMERGENCY:**

**REASON FOR EMERGENCY:**

**STAFF REPORT:**

---

A Motion Authorizing the Clerk of Council to Return Any Liquor Permit Requests Received During the August Recess, to Mark "Without a Request for Hearing," as Long as the Reynoldsburg Police Department Finds No Reason for a Hearing While Council is in Recess for the Month of August 2024. Should the Chief Indicate that a Hearing is Needed, the Clerk of Council will Confirm Requesting a Hearing with the City Attorney and forward the request to the Liquor Control Board. Council will be Advised at the Next Regularly Scheduled Meeting.

Reynoldsburg
OHIO · 1839

**STAFF REPORT**
**REYNOLDSBURG CITY COUNCIL**

**DATE:** July 28, 2025

**RE:** A Resolution Authorizing the Mayor to Enter into a Lease Agreement with Modern Office Methods for a Copier for the Police Department and Waive Competitive Bidding

**APPROVALS:**

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

**EMERGENCY:**

**REASON FOR EMERGENCY:**

**STAFF REPORT:**

Requesting authorization for the Mayor to enter into a lease agreement with Modern Office Methods, 4747 Lake Forest Drive, Cincinnati, Ohio 45242 for one (1) copier for the Police Department replacing the existing copier. Lease term will be 60 months at $510.23 a month, $25.00 per month less than what we are currently paying.

---

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH MODERN OFFICE METHODS FOR A COPIER FOR THE POLICE DEPARTMENT AND WAIVE COMPETITIVE BIDDING**

WHEREAS, the Reynoldsburg Police Department has a copier unit with an expired lease agreement; and

WHEREAS, the Police Department is requesting the renewal of a sixty-month lease with Modern Office Methods, for a copier unit at a not to exceed cost of $36,837.60.

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

SECTION 1. That the Mayor be and is hereby authorized to enter into a lease agreement with Modern Office Methods for a copier unit for the Police Department with a lease term to of sixtymonths at total fee of $30,613.80, $510.23 per month.

SECTION 2. That pursuant to RCO section 175.01(g), the purchase shall be made through a state government contract; therefore, waiving competitive bidding by the City.

SECTION 3. That upon adoption by Council, this Resolution shall be immediately effective following signature by the Mayor.

PASSED this 28th day of July, 2025.

modern office methods

AGREEMENT NO.

# REQUEST FOR CERTIFICATE OF INSURANCE (EQUIPMENT)

THIS FORM IS PROVIDED FOR THE CUSTOMER TO APPROVE AND FORWARD TO ITS INSURERS.

*****PLEASE FILL IN YOUR INSURANCE INFORMATION*****

TO: Customer's Insurance Agent

Name of Agency: ______

Address: ______

______

Phone: ______

Fax: ______

Insurable Value: ______

Description of Item(s) to be insured:

DXC5840i

We have entered into an Agreement with Modern Office Methods, Inc. for item(s) described above. This is a "NET" Agreement and we are responsible for the insurance. The insurance policy must be for the full original cost and include a provision for the following requirements:

1. **Certificate of Property Coverage: Customer must carry PROPERTY insurance in an amount no less than the Insurance Value (with deductibles no more than $25,000). Creditor AND/OR ASSIGNS shall be listed as LENDOR'S LOSS PAYEE on such policy.**
2. **The Certificate Holder on the above-referenced policy shall be listed as follows:**

   Modern Office Methods, Inc. **AND/OR ITS ASSIGNS**
   4747 Lake Forest Drive
   Cincinnati, OH 45242

3. Email a copy of the revised Certificate of Insurance to **leasing@momnet.com.**

I authorize the above agent to immediately place the insurance coverage required for the described item(s). Please issue a binder of insurance to the above-named **Lender's Loss Payee** by return mail and replace it with the original insurance policy or endorsement within thirty (30) days. Please be sure that the Agreement number referenced above is included somewhere on the documentation package.

City of Reynoldsburg Police Department
Customer

X
Signature

Mayor — 7/22/2025
Title — Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

26417

Rev. 2/132020

m!m
modern office methods

# DOCUMENT MANAGEMENT AGREEMENT

APPLICATION NO.

AGREEMENT NO.

*4747 Lake Forest Drive • Cincinnati, OH 45242 • Phone: 513.791.0909 • Fax: 513.791.0985*

The words **"Lessee," "you"** and **"your"** refer to Customer. The words **"Lessor," "we," "us"** and **"our"** refer to **Modern Office Methods, Inc.**

## CUSTOMER INFORMATION

FULL LEGAL NAME: City of Reynoldsburg Police Department

STREET ADDRESS: 7240 E Main St

CITY: Reynoldsburg | STATE: OH | ZIP: 43068 | PHONE: 614-322-6800 | FAX:

BILLING NAME (IF DIFFERENT FROM ABOVE):

BILLING STREET ADDRESS:

CITY: | STATE: | ZIP: | E-MAIL:

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE):

## EQUIPMENT WITH INDEPENDENT MINIMUMS

| MAKE/MODELACCESSORIES | SERIAL NO. | MONTHLY PAYMENT* | B&W IMPRESSIONS INCLUDED / MONTH | COLOR IMPRESSIONS INCLUDED / MONTH | B&W OVERAGES* | COLOR OVERAGES* | STARTING METER - B&W | STARTING METER - COLOR |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | |

*OR*

## EQUIPMENT WITH CONSOLIDATED MINIMUMS

| MAKE/MODELACCESSORIES | SERIAL NO. | STARTING METER - B&W | STARTING METER - COLOR |
|---|---|---|---|
| DXC5840i | | | |

Monthly Payment* $ 510.23
*plus applicable taxes*

B&W Impressions Included / Month: 2,000

Color Impressions Included / Month: 3,000

B&W Overages billed at $ 0.00884 per impression*

Color Overages billed at $ 0.06409 per impression*

## TERM AND PAYMENT INFORMATION

Term in 60 Months. The payment ("Payment") period is monthly unless otherwise indicated. *If you are exempt from sales tax, attach your certificate.*

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

________ By initialing here, you agree that maintenance and supplies are not included in the Agreement and Paragraph 13 shall not apply to this Agreement.

## END OF TERM OPTION

You will have the following option, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. Fair Market Value means the value of the Equipment in continued use. Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment.

**Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.**

## LESSOR ACCEPTANCE

**Modern Office Methods, Inc.**

LESSOR | SIGNATURE | TITLE | DATED

## CUSTOMER ACCEPTANCE

**BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.**

**CUSTOMER** (as stated above) | X | Mayor | 7/18/2025

SIGNATURE | TITLE | DATED

31-6400909 | Joe Begney

FEDERAL TAX I.D. # | PRINT NAME

## TERMS AND CONDITIONS

1. **AGREEMENT:** You agree to lease from us the goods, together with all replacement parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "financed Items," which are included in the word "Equipment" unless seperately stated ) from software licensor (s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes all prior agreements, including any purchase order, invoice, requests for proposal, response or other related document. This Agreement becomes valid upon execution by us. If maintenance and supplies are not included, the first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month (the "Scheduled Due Date") unless a different due sate is mutually agreed to by us and you. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law. (Continued on Page 2)

2. **OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge equal to: a) the higher of 10% of the Payment which is late or $26.00, or b) if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (i i) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. We may charge you a processing fee for administering property tax filings. You agree to pay us an origination fee of up to $125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of $30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, do as provided in either (A) or (B) below: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result i n a profit to us through an investment in reinsurance. In addition, you agree to pay us our standard fees in connection with obtaining such insurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. (B) We charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, renting, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equip ment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. **ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary cou rse of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Paym ents to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. **INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, main tenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding fig ures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. **END OF TERM:** At the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY. You cannot pay off this Agreement or return the Equipment prior to the end of the initial term without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

9. **USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically si gned signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the sa me day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expre ssly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorabl e than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. **WARRANTY DISCLAIMERS:** WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.** SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.

12. **LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the principal place of business of Lessor or, if assigned, its assignee. You consent to jurisdiction and venue of any state or federal court in the state of Lessor or, if assigned, its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

13. **MAINTENANCE AND SUPPLIES:** Unless indicated otherwise on page 1, you have elected to enter into a separate arrangement with Supplier for maintenance, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and toner and developer ("Arrangement"). You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Arrangement. Supplier will be solely responsible for performing all services and providing all supplies under the Arrangement. You agree not to hold Lessor (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Arrangement. As a convenience to you, we will provide you with one invoice covering amounts owing under this Agreement and the Arrangement. If necessary, Supplier's obligations to you under the Arrangement may be assigned by us. You agree to pay a monthly supply freight fee to cover the costs of shipping supplies to you. Each month, you are entitled to produce the minim um number of impressions shown on page 1 for each applicable impression type. Regardless of the number of impressions made, you will never pay less than the minimum Payment. All 11" x 17" impressions will count as two meter impressions per side. You agree to provide periodic meter readings on the Equipment. If you fail to provide meter readings in a timely manner, we, at our discretion, may assess you a meter administration fee for each meter affected. You agree to pay the applicable overage charge for each metered impression that exceeds the applicable minimum number of impressions. Impressions made on equipment marked as not financed under this Agreement will be included in determining your impression and overage charges. At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the maintenance and supplies portion of the Payment and the overage charges may be increased by a maximum of 15% of the existing payment or charge. In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.

## OHIO ADDENDUM
## (STATE AND LOCAL GOVERNMENT)

## AGREEMENT #

Addendum to Agreement # and any future supplements/schedules thereto, between City of Reynoldsburg Police Department, as Customer ("Customer") and Modern Office Methods, Inc., as Lessor. The words "you" and "your" refer to Customer. The words "we" and "us" refer to Lessor.

The parties wish to amend the above-referenced Agreement by adding the following language:

> If your end-of-term option is the purchase of all Equipment for $1.00 or $101.00, the following applies: Notwithstanding anything to the contrary set forth in the Agreement, title to the Equipment shall be in our name, subject to your interest under the Agreement.

The undersigned as Fiscal Officer of Customer hereby certifies as of the date stated below that the amount required to pay Payments and all other amounts required to be paid under the Agreement during the fiscal year in which the Agreement is made have been lawfully appropriated for such purpose and are in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances. ***[This certificate must be signed by the fiscal officer of the Customer per ORS § 5705.41(d).]***

| Name | Title | Signature |
|---|---|---|
| | Fiscal Officer | |

**By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control. Customer has caused this Addendum to be executed by its duly authorized officer as of the date below.**

**Modern Office Methods, Inc.**
Lessor

Signature

Title Date

City of Reynoldsburg Police Department
Customer

X
Signature

Mayor 7/18/2025
Title Date

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

modern office methods

# Installation Site Survey

Date: 7/18/2025

## 1. Customer Site Information

| | |
|---|---|
| Company Name: City of Reynoldsburg Police Department | IT Contact Name: Bryce Link |
| Contact Name: Cheryl Kristy | IT Contact Email: blink@kgtechnology.com |
| Address: 7240 E Main St | Internal: ☐ No IT Contact: ☐ Phone: 614-502-4202 x 115 |
| City: Reynoldsburg State: OH Zip: 43068 | Outsourced IT: ☐ IT Firm Name: |
| Phone: 614-322-6932 Email: ckristy@reynoldsburg.gov | Number of devices to connect: 1<br>List each unit on page 3 |
| Stairs? ☐YES ☐NO Elevator? ☐YES ☐NO | Loading Dock? ☐YES ☐NO |

## 2. Connectivity, Software and Features

| | | | |
|---|---|---|---|
| Network Environment:<br>☐ No Server<br>☐ Server OS | Environment OS:<br>☐ Windows<br>☐ Mac | Scan Setup:<br>☐ Scan to Email<br>☐ Scan to Folder | Data Access:<br>☐ Fax Line w/in 6FT<br>☐ Data Line w/in 3FT |
| Software to be installed? ☐ YES ☐ NO<br>Describe: | | Address Book Transfer: ☐YES ☐NO | |
| Fiery: ☐YES ☐NO | | SMTP Require Authentication*: ☐YES ☐NO | |

If SMTP Authentication is required username and password must be provided at installation.

## 3. FAX Settings

| | |
|---|---|
| FAX Forwarding to Folder: ☐YES ☐NO | FAX Forward to Email: ☐YES ☐NO |

## 4. Data Collection Agent (DCA)

Modern Office Methods would like to install a DCA on your network so we can more effectively care for your equipment needs. This DCA will send basic MIB data to us which includes equipment information such as meter reads, models, serial numbers and toner levels. This information will allow us to gather your contracted meter data without interfering with the productivity of your employees and will assist us in monitoring the serviceability of your equipment.

DCA Install Approved: ☑ DCA Already Installed: ☐

## 5. Post Installation Training & Additional Information

| | | |
|---|---|---|
| Contact: Cheryl Kristy | Phone: 614-322-6932 | Email: ckristy@reynoldsburg.gov |

Special Instructions:

Sales Rep: Dan Lamatrice

Other Notes:

## Client Responsibilities:

Data ports, network drops, network cables, USB/Firewire/Parallel cables, network switches, analog fax ports, fax cables and power receptacles are to be provided by the client.

-Provide a dedicated polarized electrical power outlet.

-Provide a dedicated analog fax line if faxing is required.

-Provide a dedicated active network port and proper cabling.

-Provide adequate space for the equipment meeting the manufacturer's specifications.

-Provide a network administrator on site or have administrator available by phone for installation support and training.

## Network Services and Installation Rates Charge:

Includes hardware set-up/delivery, and installation of print drivers on up to 4 computers per device. Also includes remote support and one additional on-site visit (up to 4 hours) for PRINT, SCAN, and NETWORK FAX issues. Network Services support, renews annually and is billed with your Lease or Service Agreement. Support for customers who have declined these will be billed at MOM's prevailing rate.

## Connectivity Warranty:

Modern Office Methods warrants the connectivity for 30 days. In any instance, even within the 30-day warranty period, the client updates the operating system, upgrades the network server, change network provider and (or) purchases a new workstation, thus requiring additional service(s) connecting the Modern Office Methods device; this service will be billed at a rate of $150.00 per hour with a 1 hour minimum.

## Software Acknowledgement:

Client hereby acknowledges that it has requested Modern Office Methods to install certain software or hardware products ("the products") on client's computer hardware, peripherals, network hardware, and network software ("the computer"). Client acknowledges that Modern Office Methods has no knowledge or control over the type of software currently on the client's computer or the environment in which it operates some software, including existing software which may contain configurations or algorithms which are incompatible with the products. Client acknowledges that because of these and other factors which are beyond the control of Modern Office Methods, there are risks associated with the installation or service of the products including, without limitations, the risk that the data on the computer may be damaged or deleted. Client acknowledges that it is advisable and the sole responsibility of the client, prior to installation or service of products, to back up all data contained on the computer which the client, in its sole discretion, deems necessary, including, without limitations, all directories, subdirectories and partitions. If any data is damaged or deleted, client is responsible for restoring such data to the computer. In consideration of Modern Office Methods agreeing to perform such installation, client agrees for itself, its employees, agents, successors and assigns from any and all claims, debts, costs, liabilities, expenses, damages, actions and causes of action of service, maintenance, function or use of the products and the actions of any employees or agents of Modern Office Methods related to the installation, maintenance ,function, or use of the software or hardware.

Additional Network Support is available through Modern Office Methods and provides network service offerings including computer and network support, internet firewalls, multi-location support, remote access, network installations, troubleshooting services, and project management. Ask your Account Manager for more information.

Customer Representative: ______________________ Date: 7/18/2025

Sales Representative: Dan Lamatrice

# List of Devices to be Installed

| Model | Address | City | State | Zip | Department | Fax | Power | IP Address |
|---|---|---|---|---|---|---|---|---|
| DXC5840i | 7240 E Main St | Reynoldsburg | OH | 43068 | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

## Client Asset Pick-Up Authorization

☑ **Remove and Transfer Ownership to MOM:** I request that Modern Office Methods (MOM) remove the asset(s) indicated below including all accessories. I acknowledge that we (client) own the equipment & are transferring ownership of the asset(s) wholly to Modern Office Methods. I understand that we will remain responsible for all current and future charges due on the asset(s) including, but not limited to, lease payments, lease buyouts, service invoices, etc. We will hold Modern Office Methods harmless for all charges due against the asset(s). We agree that the asset(s) will not be available for return once MOM receives the asset(s).

☐ **Return to Leasing Company with RMA:** I request that Modern Office Methods (MOM) remove the asset(s) indicated below including all accessories and arrange to have the asset(s) returned to the leasing company per the leasing company's instructions. I acknowledge that we (Client) are responsible for all current and future charges due on the lease agreement(s) and will hold Modern Office Methods harmless for any and all additional charges incurred due to return delays, missing items/accessories, or damage that occurs to asset(s). Return shipping charges of $500 per device will apply.

☐ **Store in MOM Warehouse:** I request that Modern Office Methods (MOM) remove the asset(s) indicated below including all accessories and store the asset(s) in MOM's warehouse. I acknowledge that Modern Office Methods is not insuring the asset(s) and we (client) will hold MOM harmless for any loss or damage to the asset(s) that occurs outside of MOM's control. Storage charges to client will be billed at the rate of $100 per month per device, plus a $150 transportation fee each direction to and from the client's location. These fees are payable on the first day of each month the asset(s) are in MOM's custody and will continue until MOM returns the asset(s) or has been instructed in writing to dispose of the asset(s). We (MOM) will schedule your machine(s) to be returned at your requested dates, but you (Client) understand that it is your responsibility to request return of the asset(s) in writing within 30 days prior to your requested return date.

Client agrees to hold Modern Office Methods, its owners, employees & assigns harmless from any & all claims, including attorney's fees and costs. Client acknowledges its full responsibility for any damages and/or financial penalties which may be incurred.

**Print Name:** Joe Begney **Signature Requested:** ____________ **Return Date:** ________

## Hard Drive Security-please select option for each returned device

☑ **Quick Format:** I understand this procedure eliminates the path to find information on the hard drive, but does not clear the hard drive of all data. While it would be tremendously difficult, if someone has the appropriate tools it may be possible to get data from the hard drive, thus posing a potential security risk. There is no charge for this service.

☐ **Secure Hard Drive Overwrite meeting DoD Standard Requirements:** I understand that once overwritten, the data will not be recoverable. I agree to pay MOM $175 per hard drive they overwrite and understand that some devices have more than one hard drive. MOM will provide an overwrite certificate upon completion.

☐ **Removal:** I understand MOM will remove the hard drive for $300. MOM will only perform this service on machines we sell or service. I understand that hard drive removal may render the machine inoperable and agree to hold MOM harmless for all loss of data and machine functionality. We will replace the hard drive with one that should make the machine operable, but, it will remain your responsibility that the machine operates properly.

## List of Devices to be Removed

| Equipment Pick-Up Information | | | | | | Hard Drive Security (pricing is on page 4) | | |
|---|---|---|---|---|---|---|---|---|
| **Model** | **Serial Number** | **Department** | **Remove** | **Return** | **Store** | **Overwrite** | **Removal** | **Quick Format** |
| IRC5660i II | XTZ03328 | | X | | | | | X |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

modern office methods

AGREEMENT NO.

# STATE AND LOCAL GOVERNMENT ADDENDUM (OH, KY, IN, PA)

Addendum to Agreement # and any future supplements/schedules thereto, between City of Reynoldsburg Police Department, as Customer ("Customer") and Modern Office Methods, Inc., as Lessor. The words "you" and "your" refer to Customer. The words "we" and "us" refer to Lessor. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control, and in the event of any conflict between the general provisions of this Addendum and any provision of this Addendum that expressly applies to you only if you are a political subdivision, county, city, or school district of specific state ("State-Specific Provision"), then the State Specific Provision shall control.

**1. The parties wish to amend the above-referenced Agreement by adding the following language:**

**REPRESENTATIONS AND WARRANTIES OF CUSTOMER:** You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

**INITIAL TERM AND RENEWAL TERM(S):** The term of the Agreement consists of an initial term beginning on the date we pay Supplier and ending at the end of your fiscal year in which we pay Supplier, and a series of renewal terms, each co-extensive with your fiscal year. Except to the extent required by applicable law, if you do not exercise your right to terminate the Agreement under the Non-Appropriation or Renewal paragraph as of the end of any fiscal year, the Agreement will be deemed automatically renewed for the next succeeding renewal term.

An election by you to terminate the Agreement under the Non-Appropriation or Renewal paragraph is not a default.

Notwithstanding anything to the contrary set forth in the Agreement, if we cancel the Agreement following a default by you, we may require that you pay the unpaid balance of Payments under the Agreement through the end of your then-current fiscal year, but we may not require you to pay future Payments due beyond that fiscal year or the anticipated residual value of the Equipment. If we sell the Equipment following a default by you, you will not be responsible for a deficiency, except to the extent of our costs of repossession, moving, storage, repair and sale, and our attorneys' fees and costs.

**NON-APPROPRIATION OR RENEWAL:** If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

("Supplement") under the above-referenced Agreement, such Supplement, as it incorporates the terms and conditions of the Agreement, shall be a separate financing distinct from the Agreement or other Supplements thereto. Without limiting the foregoing, upon the occurrence of an event of default or a non-appropriation event with respect to the Agreement or a Supplement (each, a separate "Contract"), as applicable, we shall have the rights and remedies specified in the Agreement with respect to the Equipment financed and the Payments payable under such Contract, and we shall have no rights or remedies with respect to Equipment financed or Payments payable under any other Contract unless an event of default or non-appropriation event has also occurred under such other Contract.

**2. The parties wish to amend the above-referenced Agreement by restating certain language as follows:**

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is $1.00 or $101.00, you agree to send us written notice at least 30 days before the end of the final renewal term that you want to purchase or return the Equipment, and you agree to so purchase or return the Equipment not later than the end of the final renewal term. If you fail to so purchase or return the Equipment at or before the end of the final renewal term, you shall be a holdover tenant with respect to this Agreement and the Equipment, and this Agreement shall renew on a month-to-month basis under the same terms hereof until the Equipment has been purchased or returned."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy.

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

**3. If your end-of-term option is the purchase of all Equipment for $1.00 or $101.00, the following applies:** Unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement ; provided, however, that if you are a political subdivision of the State of Ohio, and if your end-of-term option is the purchase of all Equipment for $1.00 or $101.00, title to the Equipment shall be in our name, subject to your interest under the Agreement.

**4. With respect to any "Financed Items," the following provisions shall be applicable to such Financed Items:**

This Addendum concerns the granting to you of certain software and/or software license(s) ("Licensed Software"), the purchase by you of certain software components, including but not limited to, software maintenance and/or support ("Products") and/or the purchase by you of certain implementation, integration, training, technical consulting and/or professional services in connection with software ("Services") (collectively, the "Financed Items") from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as further described in the agreement(s) between you and Supplier (collectively, the "Product Agreement"). For essential governmental purposes only, you have requested and we have agreed that instead of you paying the fees pursuant to the Product Agreement to Supplier for the Financed Items, we will satisfy your obligation to pay such fees to Supplier, and in consideration thereof, you shall repay the sums advanced by us to Supplier by promptly making certain installment payments to us, which are included in the Payments set forth in the Agreement.

To the extent permitted by law, you grant us a security interest in the license(s), including without limitation, all of your rights in the Licensed Software granted thereunder, the Products, all rights to payment under the Product Agreement, the Financed Items, and all proceeds of the foregoing to secure all amounts you owe us under this Agreement. You authorize and ratify our filing of any financing statement(s) to show our interest.

Ownership of any Licensed Software shall remain with Supplier thereof. All Financed Items shall be provided by a Supplier unrelated to us, and your rights with respect to such Financed Items shall be governed by the Product Agreement between you and Supplier, which shall not be affected by this Agreement. IN NO EVENT SHALL WE HAVE ANY OBLIGATION TO PROVIDE ANY FINANCED ITEMS, AND ANY FAILURE OF SUPPLIER US IN ANY WAY. YOU HAVE SELECTED SUPPLIER AND THE FINANCED ITEMS BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE FINANCED ITEMS. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS OR ANY OTHER ISSUE IN REGARD TO THE FINANCED ITEMS.** YOU HEREBY WAIVE ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT LIABILITY OR ABSOLUTE LIABILITY IN TORT) THAT YOU MAY HAVE AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR ANY OTHER DAMAGES) OR EXPENSE CAUSED BY THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT OR A TERMINATION OF THE FINANCED ITEMS PURSUANT TO AN EVENT OF DEFAULT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST.

The following shall be additional events of default under the Agreement: (i) you fail to perform in accordance with the covenants, terms and conditions of the Product Agreement, or (ii) the Product Agreement is terminated, suspended, materially restricted or limited.

The following shall be additional remedies we have for your default under the Agreement: We shall have the right to: (a) cause the termination of the Financed Items and you irrevocably consent to such termination of the Financed Items by Supplier; and (b) require you to immediately stop using the Financed Items (regardless of whether you are in default under the Product Agreement) and you shall, at our option, either deliver to us a certification executed by a duly authorized officer certifying that you have ceased use of the Financed Items or deliver the Financed Items to a location designated by us. In the event you are entitled to transfer the right to use the Financed Items to any third party, you hereby agree to transfer any such right to use the Financed Items to any third party selected by us and acknowledge that you shall have no right to fees payable by any third party in connection with such transfer. However, we shall not be required to mitigate our damages caused by a default by transferring any Financed Items to a third party.

**5. If you are a political subdivision of the State of Kentucky and your end-of-term option is the purchase of all Equipment for $1.00 or $101.00, the following applies:** You represent to us that you have in connection with the Agreement given all notices to and obtained all consents from the state local debt officer (or in the case of a school district, the chief state school officer) required by applicable law.

**6. If you are a political subdivision of the Commonwealth of Pennsylvania, the following applies:** You represent to us that you have complied with the Pennsylvania Local Government Unit Debt Act, Pa. Cons. Stat. tit. 53, Sections 8001 to 8049 (including filing of debt statement and advertisement of proposed financing) in connection with the Agreement.

**By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. Customer has caused this Addendum to be executed by its duly-authorized officer as of the date below.**

| | | | |
|---|---|---|---|
| **Modern Office Methods, Inc.** | | City of Reynoldsburg Police Department | |
| Lessor | | Customer | |
| | | X | |
| Signature | | Signature | |
| | | Mayor | 7/18/2025 |
| Title | Date | Title | Date |

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

**Ohio** | **Department of Taxation**

tax.ohio.gov

STEC B
Rev. 3/15

# Sales and Use Tax
# Blanket Exemption Certificate

The purchaser hereby claims exception or exemption on all purchases of tangible personal property and selected services made under the certificate from:

Modern Office Methods, Inc.
(Vendor's name)

and certifies that the claim is based upon the purchaser's proposed use of the items or services, the activity of the purchase, or both, as shown hereon:

Government

***Purchaser must state a valid reason for claiming exception or exemption.***

City of Reynoldsburg Police Department
Purchaser's name

Purchaser's type of business

7240 E Main St
Street address

Reynoldsburg, OH 43068
City, state, ZIP code

Signature | Mayor
Title

7/18/2025
Date signed

Vendor's license number, if any

Vendors of motor vehicles, titled watercraft and titled outboard motors may use this certificate to purchase these items under the "resale" exception. Otherwise, purchaser must comply with either rule 5703-9-10 or 5703-9-25 of the Administrative Code.This certificate cannot be used by construction contractors to purchase material for incorporation into real property under an exempt construction contract. Construction contractors must comply with rule 5703-9-14 of the Administrative Code.

Reynoldsburg
OHIO · 1839

**STAFF REPORT**
**REYNOLDSBURG CITY COUNCIL**

**DATE:** July 28, 2025

**RE:** A Resolution Authorizing the Mayor to Prepare and Submit an Application to Participate in the Ohio Public Works Commission Grant Program for 2026

**APPROVALS:**

Joe Begeny
William Dorman
Stephen Cicak
Chris Shook
Mollie Prasher

**EMERGENCY:**

**REASON FOR EMERGENCY:**

**STAFF REPORT:**

This project would enhance the overall safety (new traffic lights, pavement markings, ADA required street crossing options) of the corridor for both vehicle and pedestrian traffic and pursuant to Article VIII, Section 2K of the Ohio Constitution, the state of Ohio is authorized to issue bonds and other obligations of the state for the purpose of financing public infrastructure capital improvements of political subdivisions as designated by law.

---

**A Resolution Authorizing the Mayor to Prepare and Submit an Application to Participate in the Ohio Public Works Commission Grant Program for 2026**

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure; and

WHEREAS, the City of Reynoldsburg is planning to make capital improvements to the State Route 256 five-way intersection; and

WHEREAS, the infrastructure improvement described above is considered to be a priority need for the community and is a qualified project under the Ohio Public Works Commission program.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Reynoldsburg:

Section 1: That the Mayor is hereby authorized to apply for OPWC funding for improvements to the State Route 256 five-way intersection.

Section 2: That the Mayor is authorized to enter into any agreements as may be necessary and appropriate for obtaining financial assistance.

Section 3: That upon approval by Council, this Resolution will be effective immediately following the signature of the Mayor.

Reynoldsburg
OHIO • 1839

**STAFF REPORT**
**REYNOLDSBURG CITY COUNCIL**

**DATE:** July 28, 2025

**RE:** A Resolution Authorizing the Mayor to Prepare and Submit an Application to Participate in the Ohio Public Works Commission Grant Program for 2026

**APPROVALS:**

Joe Begeny
William Dorman
Stephen Cicak
Chris Shook
Mollie Prasher

**EMERGENCY:**

**REASON FOR EMERGENCY:**

**STAFF REPORT:**

This project would enhance the overall safety (new traffic lights, pavement markings, ADA required street crossing options) of the corridor for both vehicle and pedestrian traffic and pursuant to Article VIII, Section 2K of the Ohio Constitution, the state of Ohio is authorized to issue bonds and other obligations of the state for the purpose of financing public infrastructure capital improvements of political subdivisions as designated by law.

---

**A Resolution Authorizing the Mayor to Prepare and Submit an Application to Participate in the Ohio Public Works Commission Grant Program for 2026**

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure; and

WHEREAS, the City of Reynoldsburg is planning to make capital improvements to the State Route 256 five-way intersection; and

WHEREAS, the infrastructure improvement described above is considered to be a priority need for the community and is a qualified project under the Ohio Public Works Commission program.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Reynoldsburg:

Section 1: That the Mayor is hereby authorized to apply for OPWC funding for improvements to the State Route 256 five-way intersection.

Section 2: That the Mayor is authorized to enter into any agreements as may be necessary and appropriate for obtaining financial assistance.

Section 3: That upon approval by Council, this Resolution will be effective immediately following the signature of the Mayor.

Reynoldsburg
OHIO • 1839

**STAFF REPORT**
**REYNOLDSBURG CITY COUNCIL**

**DATE:** July 28, 2025

**RE:** A Resolution Authorizing the Mayor to Enter into a Lease Agreement with Modern Office Methods for a Copier for the Police Department and Waive Competitive Bidding

**APPROVALS:**

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

**EMERGENCY:**

**REASON FOR EMERGENCY:**

**STAFF REPORT:**

Requesting authorization for the Mayor to enter into a lease agreement with Modern Office Methods, 4747 Lake Forest Drive, Cincinnati, Ohio 45242 for one (1) copier for the Police Department replacing the existing copier. Lease term will be 60 months at $510.23 a month, $25.00 per month less than what we are currently paying.

---

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH MODERN OFFICE METHODS FOR A COPIER FOR THE POLICE DEPARTMENT AND WAIVE COMPETITIVE BIDDING**

WHEREAS, the Reynoldsburg Police Department has a copier unit with an expired lease agreement; and

WHEREAS, the Police Department is requesting the renewal of a sixty-month lease with Modern Office Methods, for a copier unit at a not to exceed cost of $36,837.60.

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

SECTION 1. That the Mayor be and is hereby authorized to enter into a lease agreement with Modern Office Methods for a copier unit for the Police Department with a lease term to of sixtymonths at total fee of $30,613.80, $510.23 per month.

SECTION 2. That pursuant to RCO section 175.01(g), the purchase shall be made through a state government contract; therefore, waiving competitive bidding by the City.

SECTION 3. That upon adoption by Council, this Resolution shall be immediately effective following signature by the Mayor.

PASSED this 28th day of July, 2025.

Reynoldsburg

OHIO · 1839

**STAFF REPORT**
**REYNOLDSBURG CITY COUNCIL**

**DATE:** July 28, 2025

**RE:** An Ordinance Authorizing the Mayor to Enter into an Agreement with the Solid Waste Authority of Central Ohio (SWACO) to Accept Funding for a Food Waste Drop-Off Expansion Program Grant, Appropriate Funds Therefor, and Declaring an Emergency

**APPROVALS:**

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

**EMERGENCY:**

two-read emergency

**REASON FOR EMERGENCY:**

in order to process the grant and establish the food waste program

**STAFF REPORT:**

The City of Reynoldsburg has been approved

---

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE SOLID WASTE AUTHORITY OF CENTRAL OHIO (SWACO) TO ACCEPT FUNDING FOR A FOOD WASTE DROP-OFF EXPANSION PROGRAM GRANT, APPROPRIATE FUNDS THEREFOR, AND DECLARING AN EMERGENCY**

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

WHEREAS, SWACO provides grants to local communities to promote various environmental programs; and

WHEREAS, the City of Reynoldsburg has received a grant in the amount of up to $4,900.00 to provide a food waste drop-off expansion program.

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

SECTION 1. That the Council of the City of Reynoldsburg does hereby approve the Mayor entering into an agreement with the Solid Waste Authority of Central Ohio (SWACO) for a food waste drop expansion program.

SECTION 2. That when SWACO reimburses the City for the grant, that an amount of up to $4,900.00 be unappropriated from the General Fund (110) and appropriated to account 110.340.5339 Miscellaneous Contract Services.

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

SWACO
FROM WASTE TO RESOURCES

# COMMUNITY FOOD WASTE DROP-OFF EXPANSION PROGRAM AGREEMENT

This Community Food Waste Drop-Off Expansion Program Agreement ("Agreement") is made and entered into by and between the Solid Waste Authority of Central Ohio ("SWACO"), a regional solid waste authority established pursuant to Ohio Rev. Code §343.011, and the City of Reynoldsburg ("Community"), with a business address of 7232 E. Main Street, Reynoldsburg, Ohio 43068 (collectively the "Parties").

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

**WHEREAS**, SWACO seeks to partner with Central Ohio communities to champion food waste diversion by providing funding for the launch or expansion of a community food waste drop off location; and

**WHEREAS**, the Community is located within SWACO's District and agrees to install or expand food waste drop-off location(s) and SWACO desires to contribute funds to help expand the Community's Food Waste Drop-Off program to promote community awareness relating to waste reduction and diversion, as well as furthering efforts towards sustainability in the District; and

**WHEREAS**, the Community agrees to perform in compliance with the terms, promises, conditions and assurances as outlined in this Agreement, as well as Community's Application, a copy of which is attached hereto and incorporated herein as if fully rewritten as **Exhibit A**, and any other terms as contained in the exhibits.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. <u>Recitals</u>. The above recitals are incorporated herein as if fully rewritten.

2. <u>Term</u>. This Agreement shall commence on June 10, 2025 and terminate on December 31, 2026 ("Term"). SWACO reserves, in its sole and complete discretion, the right to terminate this Agreement if determined, in SWACO's sole and complete discretion, that the Project is an immediate threat to the health, safety, or welfare of the public.

3. <u>Funding</u>. SWACO hereby agrees to contribute funding for new or expanded public food waste drop-off location(s) within the jurisdiction of Community.

    a. The amount of monetary funding that SWACO agrees to contribute to the Community for the enclosure costs and hauling services, are described in **Exhibit B** ("Project Funds") and corresponds to the number and size of the new food waste drop-off location(s) which have been requested as described in Exhibit A. Both Exhibit A and B are attached hereto and incorporated herein as if fully rewritten (collectively the "Project").

b. SWACO shall provide fifty percent (50%) of the Project Funds upfront, if all the following are completed:
    i. Community submits to SWACO a fully executed contract with a food waste hauler for at least twelve (12) months of hauling services for the Project; and,
    ii. Has scheduled a mutually agreed upon date with SWACO for the Save More Than Food (SMTF) Campaign that will occur within the first twelve (12) months of the execution of this Agreement.
    iii. Submits an initial Reimbursement Request, a copy of which is attached hereto as **Exhibit C** and incorporated herein as if fully rewritten**.**

c. A final distribution of the remaining Project Funds will be provided to Community upon receipt of the information contained in the Reimbursement Request, a copy of which is attached hereto as Exhibit C.

d. Costs incurred by Community for items or activities that were not approved by SWACO as part of the Project, or costs in excess of the amounts specified as approved by SWACO for the Project, will not be reimbursed by SWACO. Any activities or services not yet performed or completed at the time of the request for reimbursement or Project related expenditures made prior to the effective date of this Agreement will not be reimbursed.

4. Drop-Off Program. In addition to the responsibilities of Community as outlined in Exhibit A and Exhibit B, Community shall:

a. Purchase and install the appropriate number of wheeled totes as required by Exhibit A for the Project.

b. Ensure that the SWACO funded food waste drop-off location(s) are open at regular hours and free for Residents to drop-off their food waste ("Material").

c. Obtain any and all necessary licenses, permits or inspections required by any governmental agency for the Project.

d. Be solely responsible for ensuring that all contractors have obtained any and all necessary licenses, permits or inspections required by a governmental agency for the construction of the Project.

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

f. Collaborate with SWACO on the development of signage (image, text, and logos) for the drop-off location and any other promotional items including but not limited to stickers for food scrap collection buckets ("Signage"). Any signage incorporating other styles, image types, brands, and/or wording must be submitted to SWACO prior to purchasing and must be mutually agreed upon by the Parties in writing.

g. Post Signage at the drop-off location indicating what is and is not acceptable as Material.

h. Ensure that the drop-off Location is identifiable to Residents with Signage.

i. Contract with a hauler to service and collect the Material from the drop-off location at least one (1) time per week.

j. Monitor the drop-off location to ensure that Material is placed and stays within the site.

k. Immediately respond to notification from hauler or Residents that Material is on the ground or outside the drop-off location.

l. Perform basic clean-up of the drop-off locations, as required.

m. Ensure that the drop-off locations are properly maintained including, but not limited to, vegetation, ground maintenance, as well as snow removal and other weather conditions.

n. Prevent unauthorized usage of the Drop-Off Location.

o. Ask participants of the program to register for the program and send email notifications about the drop-off program (participation instructions, updates on program changes, etc.).

p. Save More Than Food Campaign: as outlined in Exhibit A, Community agrees to partner with SWACO to run the Save More Than Food Community Campaign within twelve (12) months of the execution of this agreement.

5. Acknowledgment of Support. All communication tools and resources pertaining to the Project or other elements of the community food waste drop-off location(s) shall acknowledge SWACO as a funder with the inclusion of SWACO's official logo. SWACO reserves the right to review all communication items prior to finalization. Any proofs or questions relating to branding shall be directed to:

Hanna Greer-Brown, SWACO Director of Communications
4239 London Groveport Road, Grove City, Ohio 43123, or
Hanna Greer-Brown at hanna.greer-brown@swaco.org

a. Community hereby grants permission and authorizes SWACO the right to take, edit, alter, copy, exhibit, publish, distribute, and make use of any and all photographs or video relating to the Project or related elements of the community food waste drop-off location(s) for any lawful promotional purposes, including but not limited to newsletters, flyers, posters, brochures, advertisements, annual reports, press kits and submissions to journalists, websites, social media channels, and other print and digital media communications, without compensation or any other consideration. This authorization extends to all languages, media, formats, and markets now known or later discovered and shall continue indefinitely otherwise revoked and provided to SWACO in writing.

b. Community acknowledges that its participation is voluntary and further waives the right to inspect or approve any finished product in which the Project or staff appear. Said materials shall become the property of SWACO and shall not be returned.

6. Insurance. Community shall be solely responsible for maintaining sufficient insurance on any equipment or property site improvements for which Sponsorship Funds have been expended.

7. Reporting. Community shall submit an End of Program Report, a copy of which is attached hereto and incorporated herein as **Exhibit D**.

    a. Community agrees to email participants a Food Waste Program survey at the end of the program and share results with SWACO as part of the End of Program Report.

    b. Community agrees to submit annual organics diversion data and participation levels annually in January to SWACO for three (3) years, no later than the $15^{th}$ of February each year.

8. Record Keeping. Community agrees to maintain detailed records of every item and service purchased with Project Funds for at least three (3) years.

    a. Community agrees to maintain the drop-off locations and hauling services for at least three (3) years from the date Community utilizes Project Funds on site improvements.

    b. Within the three (3) year period, Community agrees not to sell or transfer any item purchased with Project Funds or site improvement without the prior written approval of SWACO.

        i. If for any reason during the three (3) year period, the Community determines that the food waste drop off site established with the Project Funds are no longer needed for its originally approved use, Community will provide written notification to SWACO regarding this finding with the reason for the site closure, including if the site is being relocated.

        ii. With written approval from SWACO, Community may convert, transfer, and/or sell the items or site improvement purchased with Project Funds to a use other than that originally approved.

9. Audit. Community shall keep said books and records in a manner consistent with generally accepted accounting procedures in a common file to facilitate audits and inspections.

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

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

10. Miscellaneous:

a. *No Personal Liability of SWACO Officials*. Neither SWACO's Board of Trustees, either individually or collectively, nor any SWACO official executing this Agreement, or any modification hereto shall be subject to any personal liability by reason of such execution.

b. *Contract Binding on Successors and Assigns*. SWACO and Community each bind themselves, their successors, assigns, and legal representatives to the other party to this Agreement.

c. *No Third-Party Interest*. No person or corporation other than Community and SWACO have any interest hereunder and no claim shall be made or be valid, nor shall any term, condition, provision, or covenant herein be construed so as to give any person other than the parties hereto any legal or equitable right, remedy, or claim under or in respect to this Agreement.

d. *Assignment by Community*. Community shall not assign or transfer any right, title, or interest in this Agreement without the prior written consent of SWACO, which consent may be withheld by SWACO for any or no reason.

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

f. *Hold Harmless*. Community shall hold harmless SWACO, and SWACO's officers, trustees, directors, employees, and agents from and against any and all claims, demands, losses, damages, liabilities, fines, penalties, and expenses, including reasonable attorneys' fees, arising out of or resulting from SWACO's activities pursuant to this Agreement.

g. *Compliance with Law*. By executing this Agreement, Community acknowledges that it is in compliance with all federal, state, municipal and/or other local laws, ordinances, resolutions, rules, and regulations that govern this Agreement and its performance including, without limitation, Ohio Revised Code §3517.13(I) and (J).

h. *No Waiver*. Either Party's failure to enforce any provision or term of this Agreement shall not be construed as a future or continuing waiver of such provision or term of this Agreement.

***Signature Page Follows***

The effective date of this Agreement shall be the date when the Executive Director of the Solid Waste Authority of Central Ohio executes the Agreement.

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

**COMMUNITY:**

By:

______________________________ ______________________

******Signature* Date

Print Name: Joe Begeny

Title: Mayor

*On behalf of Community, I hereby acknowledge that I have read and understand this Agreement and agree to abide by all the requirements and act in accordance with the terms and conditions as set forth above.

**SWACO:**
Solid Waste Authority of Central Ohio

By:

______________________________ ______________________

Joseph A. Lombardi, Executive Director Date

Approved as to Form:

______________________________ ______________________

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

**Exhibit A**

SWACO
FROM WASTE TO RESOURCES

SAVE MORE THAN FOOD
MAKE A DIFFERENCE

# Food Waste Drop Off Expansion Program

# Application

SWACO's Food Waste Drop Off Expansion Program helps communities within SWACO's jurisdiction get funding to launch or expand a food waste drop off program. These programs provide residents with the ability to compost their food by allowing them to collect materials at home and drop them off at a centralized location in their community. SWACO's Best Practices for Food Waste Drop Off Programs captures learnings from 11 community programs in Franklin County Ohio to help you plan, launch, and evolve a program in your community.

The goal of the expansion program is to expand the availability of food waste drop off sites to more communities in SWACO's jurisdiction. In 2025, funds are available for is open to communities who currently have less than 3 food waste drop off sites. Funding is available to help establish up to 3 total sites. For example, if a community already has 1 site, they are eligible to apply for funding for 2 additional sites.

SWACO FROM WASTE TO RESOURCES

SAVE MORE THAN FOOD MAKE A DIFFERENCE

## Applicant Information

Applicant Name: NO

Applicant Job Title: Director Parks and Recreation

Applicant Email: dbauman@reynoldsburg.gov

Applicant Phone: 6143226806

## Community Information

Community Name: City of Reynoldsburg

Community Mailing Address: 7232 E Main Street Reynoldsburg OH

Community Website: www.reynoldsburg.gov

# Food Waste Diversion Expansion Program Questions

Does your community already have a food waste drop off program? Please note the number of sites you have already and their locations.

NO

For each site for which funds are requested, specify which characteristics were prioritized when selecting the site location (e.g. proximity to multifamily units, central location on community, geographic spread of all drop off sites, co-location with city-owned property or partner, etc.).

The selected site off Livingston Avenue was chosen based on several key factors that enhance accessibility, operational efficiency, and community impact.

Proximity to Multifamily Units: The location is strategically situated near at least 4 multifamily residential areas, ensuring convenient access for many residents who may benefit from and participate in food waste diversion efforts.

City Ownership & Operation: The site is owned and managed by the City of Reynoldsburg, allowing for streamlined implementation, oversight, and long-term sustainability of the program.

Ease of Access: The site provides ample space for individuals to safely drop off food waste while facilitating efficient collection and transportation by the designated hauler.

SWACO
FROM WASTE TO RESOURCES

SAVE MORE THAN FOOD
MAKE A DIFFERENCE

# Funding Options

The table below shows the funds available for the launch of up to 3 new food waste drop off sites. No match is required. The recipient receives the full amount corresponding to the size of site they will be creating. 50% of the funds are provided up front. Any remaining funds not used for enclosure or service costs must be applied to education or promotion about this program.

| | Small Site 1-3 Bins | Medium Site 4-7 Bins | Large Site 4-7 Bins |
|---|---|---|---|
| **Enclosure Costs** (materials only)<br>Enclosures are strongly recommended. Sites that will not have an enclosure are not eligible for enclosure costs | $300 | $600 | $900 |
| **Organics Hauling Fees** | $2,000 | $3,000 | $4,000 |

**I am submitting for program funds for [ 1 ] (1,2,3) sites**

SWACO
FROM WASTE TO RESOURCES

SAVE MORE THAN FOOD
MAKE A DIFFERENCE

## Site 1

Address: 7260 East Livingston Ave. Reynoldsburg, OH 43068

Will you construct an enclosure: YES

Site size: 20'x20'x6ft

## Site 2

Address:

Will you construct an enclosure:

Site size:

## Site 3

Address:

Will you construct an enclosure:

Site size:

**Signage** for outside and inside the site enclosure is provided by SWACO free of charge

**Save More Than Food Community Campaign** (worth up to $15,000 depending on community size) is provided by SWACO free of charge

# Evaluation Considerations

- Funds are available on a first come first serve basis throughout the year. Availability of funds is dependent on SWACO's annual budgetary allocations.

- Willingness to collaborate with SWACO on all elements of this program as outlined in this program and follow best practices for management of food waste drop off sites

# Program Requirements

To be eligible for this program, applicant must agree to:

- Offer the access to the site at regular hours at no-cost to the public
- Follow SWACO best practices for education and signage
- Collaborate with SWACO on program implementation and site promotion through the Save More Than Food Campaign
- Ask site users to register for the program and send email notifications about the drop-off program (participate instructions, updates on program changes, etc.)
- Quickly resolve any contamination issues that may arise
- Submit annual organics diversion data and participation levels annually in January to SWACO
- Report data on program success, including annual tonnage and participation data
- Email participants a Food Waste Program survey at the end of the program period
- Maintain the site for at least 3 years

# Application Process

- Send intent to apply email to foodwaste@swaco.org 2 weeks prior to sending in application and consult with SWACO staff to discuss any questions before submission
- Submit application to foodwaste@swaco.org
- Within 10 business days from the date which you submit your application, SWACO staff will review your application and schedule a meeting to discuss any questions staff may have and review implementation steps necessary to approve participation in the program.
- If the application is approved, the applicant will receive an award letter along with a program agreement for signature.

SWACO FROM WASTE TO RESOURCES

SAVE MORE THAN FOOD MAKE A DIFFERENCE

# Reimbursement

An upfront 50% payment is provided once a recipient:

1. Has an executed program agreement
2. Submits a copy of their contract for 12 months service with a food waste hauler
3. Schedules a date with SWACO for the Save More Than Food Campaign that will occur within 12 months of award notification

To receive the final 50% reimbursement of funds, recipient must:

1. Submit an End of Program Report to SWACO staff
2. Submit other required documentation (see End of Program Report)

# Application Acknowledgements

- ✓ Applicant has reviewed the addendum below.
- ✓ Applicant has read SWACO's Best Practices for Food Waste Drop Off Programs before applying.
- ✓ Applicants agrees to partner with SWACO to run the Save More Than Food Campaign.

# Application Certification

In submitting this Application, I attest that I have read and understood the terms and requirements for the release and use of funds. I certify that the information contained in this proposal is true and accurate and to the best of my knowledge and belief.

Signature: Donna Bauman

Date: May 22, 2025

Printed Name: Donna Bauman

Title: Director, Parks and Recreation

# Application Submission

Once you have completed this application, email it to foodwaste@swaco.org.
Title email "Food Waste Drop Off Program Application"

**Exhibit B**

# Food Waste Drop Off Expansion Program
# Identification of Project Funds

Date: June 10, 2025

SWACO Staff Member: Sara Gallaugher

**Recipient Information**

Community Name: City of Reynoldsburg

Applicant Name: Diane Bauman, dbauman@reynoldsburg.gov

**Project Funds Awarded**

| Site | Size | Enclosure Funding | Hauling Funding |
|---|---|---|---|
| Site 1:7260 East Livingston Avenue, Reynoldsburg, OH 43068 | Small/Medium/ Large | $900.00 | $4,000.00 |
| Site 2 (if applicable) | Small/Medium/ Large | | |
| Site 3 (if applicable) | Small/Medium/ Large | | |
| | | **Project Funds:** | $4,900.00 |

Exhibit C

SWACO FROM WASTE TO RESOURCES

SAVE MORE THAN FOOD MAKE A DIFFERENCE

Food Waste Drop Off Expansion Program

# Reimbursement Request

To request reimbursement, submit this form to **foodwaste@swaco.org** along with any other required documents.

**This request is for:**

- [ ] a 50% up-front payment
- [ ] a final 50% payment

project funds:

50% reimbursement amount:

Date:

SWACO Purchase Order Number:

[located on the upper right-hand corner of the program agreement]

To:

Programs Administrator,
Solid Waste Authority of Central Ohio
4239 London Groveport Rd
Grove City, Ohio 43123

Community Name:

Contact Name & Title:

Address:

Phone:

Email Address:

**If requesting an up-front reimbursement:**

- [ ] Copy of contract for 12 months of food waste hauling has been submitted to SWACO
- [ ] Date has been scheduled for Save More Than Food Campaign

**If requesting final reimbursement:**

- [ ] End of Program Report has been submitted along with all associated required submissions

SWACO FROM WASTE TO RESOURCES

SAVE MORE THAN FOOD MAKE A DIFFERENCE

By signing this Request for Funding, Affiant agrees on behalf of the Community to any and all reasonable requests, inspections, or audits made by SWACO as to information relating to the Food Waste Drop-Off Expansion Program and/or use of the Program Funds. Affiant shall maintain records of any invoices, receipts, purchase orders and/or payments relating to expenditures incurred during the performance of Food Waste Drop-Off Expansion Program or Program Funds for a period of not less than three (3) years. Affiant further certifies that all Program Funds shall be used solely in the furtherance of this Food Waste Drop-Off Expansion Program.

**AFFIANT CERTIFIES THAT ALL STATEMENTS CONTAINED HEREIN OR ATTACHED HERETO ARE TRUE AND CORRECT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF AND UNDER PENALTY OF LAW, FALSIFICIATION OF ANY SUCH STATEMENT IS A CRIMINAL OFFENSE AND SHALL SUBJECT AFFIANT TO PERJURY. FURTHER AFFIANT SAYETH NOT.**

_______________________________ ____________________

(Signature) (Date)

Subscribed and sworn before me this ____ day of ___________, 202__.

_________________________

Notary Public
My commission expires: ____________________

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

Exhibit D

SWACO
FROM WASTE TO RESOURCES

SAVE MORE THAN FOOD
MAKE A DIFFERENCE

Food Waste Drop Off Program Expansion Program

# End Of Program Report

Community:

Name of Individual Submitting Report:

Date of Submission:

Email of Individual Submitting Report:

1. How many pounds of food waste did you divert via the food waste drop off program? Note the time period you are sharing metrics for. Ideally, this is at least 12 months.

2. How many households signed up for the program? How many total individuals signed up?

3. What challenges did you experience with the launch or expansion of your food waste drop off program?

SWACO FROM WASTE TO RESOURCES

SAVE MORE THAN FOOD MAKE A DIFFERENCE

| Program Cost | | | |
|---|---|---|---|
| **Description of Item Purchased** | **Quantity** | **Frequency** | **Spent** |
| Enclosure Materials | | | |
| Ex: 8ft of wood fencing, 4 4x4 posts, nails, paint | variable | once | $800 |
| | | | |
| | | | |
| | | | |
| Hauling Service | | | |
| Ex: hauling service | 6 months | Weekly service | $1,500 |
| | | | |
| | | | |
| Other (education, promotional items, etc) | | | |
| Ex: 5 gallon buckets | 200 | once | $2,000 |
| | | | |
| | | | |
| | | | |

SWACO FROM WASTE TO RESOURCES

SAVE MORE THAN FOOD MAKE A DIFFERENCE

4. If you used funds for items aside from enclosure materials and hauling service,please describe how these funds were used and provide feedback on the value or impact of these dollars spent.

5. Did you do any promotion for this program beyond the Save More Than Food Campaign?

6. Was contamination an issue? What kind of contaminants did you see in the bins, with what frequency and what did you do about it?

7. Did you experience any rodent, insect or other pest issue? How did you address these?

SWACO FROM WASTE TO RESOURCES

SAVE MORE THAN FOOD MAKE A DIFFERENCE

8. What are your reflections about the value of the program to your community? What feedback have you received from the public?

9. Is there anything else you'd like to share about the program?

**Submit this document as a pdf to foodwaste@swaco.org in an email titled "End of Program Report" along with the following:**

- [ ] The results of your Food Waste Drop Off User Survey (excel)
- [ ] At least 3 photographs of each of the newly constructed food waste drop off site(s)
- [ ] Photos of purchased/designed promotional items and engagements that were held as part of this program (send photos in jpeg or png format in a zipped folder)

docusign

## Certificate Of Completion

| | | |
|---|---|---|
| Envelope Id: D2E9A512-EB50-433B-A7FF-EDCBA0519C00 | | Status: Sent |
| Subject: Docusign Signature Requested: City of Reynoldsburg_Food Waste Drop Off Expansion Program_061725 | | |
| Source Envelope: | | |
| Document Pages: 19 | Signatures: 0 | Envelope Originator: |
| Certificate Pages: 5 | Initials: 0 | Barbara Colebank |
| AutoNav: Enabled | | 4239 London Groveport Rd |
| EnvelopeId Stamping: Enabled | | Grove City, OH 43123 |
| Time Zone: (UTC-08:00) Pacific Time (US & Canada) | | barbara.colebank@swaco.org |
| | | IP Address: 2603:6011:853a: |

## Record Tracking

| | | |
|---|---|---|
| Status: Original<br>6/23/2025 1:55:40 PM | Holder: Barbara Colebank<br>barbara.colebank@swaco.org | Location: DocuSign |

| Signer Events | Signature | Timestamp |
|---|---|---|
| Joe Begeny<br>jbegeny@reynoldsburg.gov<br>Mayor<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Accepted: 6/24/2025 4:35:48 AM<br>ID: acfa9f5a-387e-4396-90bf-633e8616cca5 | | Sent: 6/23/2025 2:27:15 PM<br>Resent: 6/23/2025 3:03:55 PM<br>Viewed: 6/24/2025 4:35:48 AM |
| Director of Legal Affairs<br>rebecca.egelhoff@swaco.org<br>SWACO Director of Legal Affairs<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | Sent: 6/23/2025 2:27:15 PM |
| Executive Director<br>joe.lombardi@swaco.org<br>Executive Director<br>Solid Waste Authority of Central Ohio<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | Sent: 6/23/2025 2:27:16 PM |
| Procurement<br>procurement@swaco.org<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Accepted: 6/23/2025 6:53:42 AM<br>ID: 1d65b309-f374-4dec-ad89-4b6303d6c143 | | Sent: 6/23/2025 2:27:16 PM |

| In Person Signer Events | Signature | Timestamp |
|---|---|---|

| Editor Delivery Events | Status | Timestamp |
|---|---|---|

| Agent Delivery Events | Status | Timestamp |
|---|---|---|

| Intermediary Delivery Events | Status | Timestamp |
|---|---|---|

| Certified Delivery Events | Status | Timestamp |
|---|---|---|

| Carbon Copy Events | Status | Timestamp |
|---|---|---|
| Scott Perry<br>scott.perry@swaco.org<br>Director of Ops and Maint.<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Accepted: 9/21/2023 11:08:35 AM<br>ID: f1d35cdc-b122-4e37-a852-86c831b300ff | COPIED | Sent: 6/23/2025 2:27:16 PM |

| Witness Events | Signature | Timestamp |
|---|---|---|

| Notary Events | Signature | Timestamp |
|---|---|---|

| Envelope Summary Events | Status | Timestamps |
|---|---|---|
| Envelope Sent | Hashed/Encrypted | 6/23/2025 2:27:16 PM |
| Envelope Updated | Security Checked | 6/23/2025 2:31:34 PM |
| Envelope Updated | Security Checked | 6/23/2025 2:31:34 PM |
| Envelope Updated | Security Checked | 6/23/2025 2:31:34 PM |
| Envelope Updated | Security Checked | 6/23/2025 3:03:54 PM |
| Envelope Updated | Security Checked | 6/23/2025 3:03:54 PM |
| Envelope Updated | Security Checked | 6/23/2025 3:03:54 PM |

| Payment Events | Status | Timestamps |
|---|---|---|

**Electronic Record and Signature Disclosure**

## ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Solid Waste Authority of Central Ohio (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Solid Waste Authority of Central Ohio:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: ronakpatel4@deloitte.com

**To advise Solid Waste Authority of Central Ohio of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at ronakpatel4@deloitte.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from Solid Waste Authority of Central Ohio**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to ronakpatel4@deloitte.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Solid Waste Authority of Central Ohio**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to ronakpatel4@deloitte.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

**Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Solid Waste Authority of Central Ohio as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Solid Waste Authority of Central Ohio during the course of your relationship with Solid Waste Authority of Central Ohio.

**STAFF REPORT**
**REYNOLDSBURG CITY COUNCIL**

**DATE:** July 28, 2025

**RE:** An Ordinance Authorizing a Change in Appropriations for Various City JEDD Agreements, and Declaring an Emergency

**APPROVALS:**

Mollie Prasher
Stephen Cicak

**EMERGENCY:**

two-read emergency

**REASON FOR EMERGENCY:**

necessary as the next distribution is set for July 31st

**STAFF REPORT:**

---

**AN ORDINANCE AUTHORIZING A CHANGE IN APPROPRIATIONS FOR VARIOUS CITY JEDD AGREEMENTS, AND DECLARING AN EMERGENCY**

WHEREAS, the City of Reynoldsburg has several JEDD agreements that require distribution to multiple JEDD partners quarterly; and

WHEREAS, it is necessary for City Council to make adjustments to increase funding for JEDDs 2 and 4.

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

SECTION 1. JEDD agreements require distribution of funds to all members associated with the JEDD agreements on a quarterly basis.

SECTION 2. That the following changes be made from the unappropriated JEDD funds and to the JEDD Funds as follows:

| | | |
|---|---|---|
| Increase | | |
| JEDD 2 | 942.000.5529 | $300,000 |
| JEDD 4 | 944.000.5529 | $ 25,000 |

SECTION 3. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City, and further to allow for the acceptance and distribution of JEDD funds. Upon passage by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.

Reynoldsburg
OHIO • 1839

**STAFF REPORT**
**REYNOLDSBURG CITY COUNCIL**

**DATE:** July 28, 2025

**RE:** An Ordinance Appropriating Funds from the Unappropriated General Fund (110) to Funds in the Parks & Recreation Department

**APPROVALS:**

Joe Begeny
Stephen Cicak
Chris Shook
Mollie Prasher

**EMERGENCY:**

**REASON FOR EMERGENCY:**

**STAFF REPORT:**

The City of Reynoldsburg Parks and Recreation Department has received a reimbursement from the Franklin Soil and Water Conservation District for funds associated with the 2025 Tree City Awards Ceremony, which was hosted at the Reynoldsburg Senior Center.

That an amount of $4,394.40 in the unappropriated General Fund be appropriated to the following accounts in the Parks and Recreation accounts:

$1,200.00 to account number 110.340.5215, Recreational Supplies
$3,194.40 to account number 110.340.5339, Misc. Contract Services

Reynoldsburg

OHIO · 1839

**STAFF REPORT**
**REYNOLDSBURG CITY COUNCIL**

**DATE:** July 28, 2025

**RE:** An Ordinance Authorizing the Mayor to Accept Public Infrastructure Associated with The Residence at Eastwood (Wilcox Development) Private Development Project

**APPROVALS:**

Mollie Prasher
Chris Shook

**EMERGENCY:**

**REASON FOR EMERGENCY:**

**STAFF REPORT:**

---

**An Ordinance Authorizing the Mayor to Accept Public Infrastructure Associated with The Residence at Eastwood (Wilcox Development) Private Development Project**

WHEREAS, Wilcox is the current owner/developer of The Residence at Eastwood; and

WHEREAS, this subdivision has been platted and recorded with the
Franklin County Auditor and the Civil Engineering plans have been reviewed and approved by the City's selected engineering firm; and

WHEREAS, all public infrastructure associated with The Residence at Eastwood has been constructed and inspected per the City's standards.

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

SECTION 1. That the Mayor be and is hereby authorized to accept said infrastructure of the Maplewood subdivision as follows:

The Residence at Eastwood
Linear Feet of Sanitary Sewer (8") +/-3,957 Linear Feet of Sanitary Sewer

SECTION 2. That a one-year Maintenance Bond has been provided by D.R. Horton-Indiana, LLC to the City of Reynoldsburg for the amount of $203,019.08.

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