



City Council Meeting Agenda

Tuesday, November 9, 2021

6:00 PM

- 1) Call to Order**
- 2) Roll Call of Members**
- 3) Pledge of Allegiance**
- 4) Presentations/Special Guests**
 - A) Proclamation for Mr. Jonathan Barnes.
 - B) Special Guest Marquan Stewart, Clerk of Courts to discuss Mayor's Court.
- 5) Public Comments**
- 6) President's Report**
- 7) City Attorney Report**
- 8) Administrative Update:**
 - A) Service Department- Service Director, Andy Bashore
 - B) Police Department Update- Chief Rinehart
 - C) Recreation and Parks Update- Mike Price
 - D) Finance Department Update- Bill Harvey
 - E) Mayor's Update
- 9) Consent Agenda:**
 - A) October 26, 2021 City Council Meeting Minutes
 - B) Ordinance #42-21 to authorize a transfer from the Road and Alley Fund of \$2,379 to the Bond Retirement Fund and to appropriate \$2,379 from the Bond Retirement Fund, to appropriate \$43,307 from the Water Fund and to appropriate \$1,904 from the Sewer Fund to pay debt service related to the South Roosevelt and Ashbourne Improvement Project. (Introduced by Troy Markham on October 12, 2021)
 - C) Ordinance #43-21 to authorize the Mayor and Auditor to enter into a contract between the City of Bexley and Franklin County Public Health. (Introduced by Jen Robinson on October 12, 2021)

10) Ordinances/Resolutions with visiting presenters

- A) Ordinance 47-21 to amend section 408.01 (d) of the codified ordinances, in order to allow for income-based fines for minor misdemeanors, introduced by Jen Robinson on October 26, 2021. This is the Second Reading of this Ordinance.
 - i) Special Guests David Ingram and Marquan Stewart will speak on this ordinance.
- B) Ordinance #46-21 Authorizing appropriations for the calendar year starting January 1, 2022; to confirm the appointment of Marc Fishel as City Attorney (Introduced by Troy Markham on October 26, 2021) This is the Second Reading of this ordinance.

11) Third Readings:

- A) Ordinance #44-21 to authorize a transfer from the General Fund to the City Hall TIF Fund (Fund 52) in the amount of \$20,250. (Introduced by Troy Markham on October 12, 2021)

12) Second Readings:

- A) Ordinance 48-21 to amend Chapter 434.03(j), to amend the penalty associated with violation of 434.03, Maximum Speed Limits; Assured Clear Distance Ahead, introduced by Jen Robinson on October 26, 2021
- B) Ordinance 49-21 to create Chapter 270, Board of Control, to specify contracting procedures in accordance with Section 59 of the City Charter, and to establish Encouraging Diversity, Growth and Equity (EDGE) procurement policies, introduced by Mr. Markham on October 26, 2021.

13) First Readings:

- A) Resolution #14-21 to schedule the Bexley City Council meeting dates and times for the year 2022
- B) Ordinance #50-21 to establish the Water and Sewer rates charged by the City of Bexley
- C) Resolution #15-21 to authorize the Mayor to seek financial assistance from the State of Ohio and the Ohio Department of Natural Resources for funding of a pedestrian and bicyclist bridge at Schneider Park near Astor Avenue, introduced by Mr. Klingler on November 9, 2021.

14) Tabled Ordinances:

- A) Ordinance 41-21 accepting the proposed donation of the Columbia Place private street in the Columbia Place subdivision by the City of Bexley for a public street. (Introduced by Jessica Saad September 28, 2021)
- B) Ordinance 40-21 to specify overtime pay provisions for City employees who worked community events on July 4, 2021 and September 5, 2021 (Introduced by Troy Markham 9/28/21)
- C) Ordinance 24-21 (Tabled), to award the Bexley Electricity Aggregation Program contract to AEP Energy, based upon the terms and conditions provided for in their RFP, as modified by the Board of Control, introduced by Mr. Sharp. (Introduced on May 25, 2021)
- D) Ordinance 12-21 (Tabled), to adopt and approve the City of Bexley Electric Aggregation Plan of Operation and Governance, and to declare an emergency, introduced by Mr. Sharp (introduced on March 9, 2021).

- 15) **Service and Environmental Committee - Richard Sharp, Chair**
 - A) New Business: Proposed Future Ordinances
- 16) **Finance Committee - Troy Markham, Chair**
- 17) **Safety and Health Committee - Jen Robinson, Chair**
- 18) **Zoning and Development Committee - Jessica Saad, Chair**
- 19) **Recreation and Parks Committee - Matt Klingler, Chair**
- 20) **Judiciary and Strategic Committee - Monique Lampke, Chair**
- 21) **Public Comments (No Speaker Slip Required)**
- 22) **Executive Session to review collective bargaining strategy, to discuss the investigation of a public employee, and to discuss the purchase of property for public purposes**
- 23) **Adjourn**

All agendas are subject to change.

City Council Policy for Correspondence:

All correspondence addressed to City Council or requested to be distributed to City Council by the sender is a matter of public record and will be placed on the City of Bexley Website (www.bexley.org) at Public Documents > City Council > Council Correspondence. If the subject of the correspondence is not on the Council Agenda, the sender may discuss the issue during Public Comments. If the subject of the correspondence is on the Council Agenda, the sender may discuss the issue at the time the issue is addressed during the Council meeting.

City Council Policy for Public Comments:

Members of the public are encouraged to provide comments to City Council at the following times:

For issues that are not on Council's agenda:

- At a designated public comment period near the beginning of the meeting

For items on Council's agenda (when speaker slip has been filled out in advance):

- During an ordinance or resolution that is being discussed
- Residents may submit up to two separate speaker slips per meeting
- Please note that the speaker slip must be filled out prior to entering Council chambers and must be promptly handed to the Council secretary

For items on Council's agenda (when a speaker slip has not been filled out in advance):

- During the public comment period after a motion has been made and seconded to adopt an ordinance or resolution (typically the third reading)
- During a designated public comment period at the end of the meeting

Time limits for public comments:

While City Council will not routinely impose time limits on either Agenda or Non-Agenda visitors who wish to address City Council, those commenting are asked to confine their remarks to approximately five (5) minutes and for Agenda items, to direct their comments to the subject matter being addressed in the legislation. This five minute limitation also applies to City Council members per 220.01 (rule 13).

Additional guidelines for public comments:

- Any speaker addressing Council shall provide his/her name and address.
- Undue interruption or other interference with the orderly conduct of remarks is not permitted.
- Defamatory or abusive remarks are always out of order.

- Violation of this policy may result in termination of the speaker's comments and/or removal from the meeting



Service Department Update

Service Director

Andy Bashore

November 9th, 2021

Street Department:

The Street Dept. crews have finished multiple concrete pours along with asphalt patches throughout the city. The crew's main focus is now on leaf collection.

Water and Sewer Department:

The Water/Sewer crew continues to clean and video the main lines. The crews have also been working on our valve exercising program and replacing valves when necessary.

Urban Forestry/Grounds Maintenance:

The tree crews continue to work on tree pruning and removals. The grounds crew are finishing up the mowing season and then the crew will focus on stump removals.

2021 Street Projects

The 2021 street projects are complete.

Drexel-Main to Broad-Preliminary work is complete. The water main, storm, and sanitary work is underway. The project will include water line replacement, storm line improvements, and asphalt resurfacing. This will be a joint project between the City and ODOT.

2022 Street Project

Streets will start to be evaluated in the next month for our annual street project.

2021-2022 Sewer Lining Project

The 2019-2020 project that was delayed due to covid is complete.
The 2021 lining is getting ready to start and should be complete in mid-December.
The 2022 lining project will go out for bid in early 2022.

2022 Sidewalk Project

The 2022 sidewalk project area will be:
Stanwood to Gould in the north and central sections and Vernon to Chelsea in the south.
The sidewalk panels will be marked in late November and the project will be put out to bid in early February.

The 2021 project is complete. The project area was in the central area of the City and is roughly between Cassady to Remington.

Service Dept. Highlights

- The Drexel Ave. sewer relining is underway and should be complete in late November.
- Working with Bexley schools on a pavement marking plan to help with safety on South Cassingham, project will be complete in late November.
- The service department took delivery of the new street sweeper on 9/15 and it has been in use.
- Our annual tree planting project started on 9/14. 300 trees will be planted throughout the city. The project will be complete in late November.
- The South Cassingham mid-block east-west alley safety project is complete. Stop signs, pavement markings, and speed bumps have been installed in the alley.



Council Update – Chief of Police

November 9, 2021

Comments from Administrative Sergeant Overly: The department will be giving families in need a turkey and a grocery bag of food to prepare for their Thanksgiving meals on Monday, November 22nd between 9:00 a.m. and 12:00 p.m. Fifty-five people have registered for the program.

The Bexley Citizens Police Academy is in its last week. On Wednesday, November 10th the Bexley Mayor's Clerk of Court, Marquan Stewart, will present to the class. The Academy Graduation is scheduled for Tuesday, November 23rd during the City Council Meeting.

Comments from Detective Sergeant Brickey: This year is winding down but the criminal element and our caseloads certainly are not. Hard to believe less than 60 days will have us well into 2022. In just a little less than 10 days we have had an Aggravated Vehicular Assault, 2 Burglary/B&E's, 3 Shoplifting, 5 Thefts from Vehicles, 4 Auto Thefts, and 6 Other Thefts. We also had 10 Drug Offenses, 4 Drug Equipment Offenses, 1 Animal Cruelty, and 1 Weapons Offense. Our people have been busy.

Officers and Detectives have been doing some really remarkable work. Officer Eyears was off duty and driving home when he noticed a car that had recently been stolen in Bexley and also noticed that that it was occupied. He called for on duty personnel while he watched the car and directed the response to ensure that the suspect didn't have an opportunity to flee. Officers arrived to find the suspect had locked himself inside the car and refused to exit the vehicle. Officers broke the window to remove and secure the suspect and did so without incident or harm. The men and women of this department are truly amazing. Ofc. Eyears has been with this agency since 1988. It's not unusual for an officer that is this deep into his career to slow down. Many less than observant people wouldn't have even noticed the car, much less called for an effective response. We are very fortunate to have this extraordinary officer still working for the good people of Bexley.

I'm sure you have all heard about the Capital Students that were tragically injured in a hit-skip late Thursday October 28th. Responding officers effectively secured evidence, processed the scene, and effectively kicked off the investigation that Detective Briley brought to a timely conclusion. We shared information with our media partners and received a crucial tip that helped us locate our suspect and the vehicle involved. Det. Briley interviewed the driver and secured a full confession and acceptance of responsibility. This was so important for our victims as she did have insurance coverage

that should lessen the horrible impact of this devastating crash. They will be recovering for quite some time, but hopefully the medical bills won't be as much of a concern as they would have been had we failed to find the person responsible.

Det. Evans has been extremely busy linking multiple suspects to multiple cases. Many of our property crimes are from repeat offenders and it seems like they are all coming back at the same time. The most recent example of this is a 16-year old that was caught in a stolen car from our city at the Polaris Mall by Columbus Police on 11/2/21. This young man was also in a stolen car that Ofc. Glick chased to Whitehall less than 24 hours earlier. It also seems that most of these crimes are crimes of opportunity.

Keys/fobs, wallets, and/or purses are being left in unlocked cars or next to an unlocked door in a home. Many of these crimes could have been prevented by just taking simple steps to lock doors and secure valuables.

And finally, please remember as the holidays approach, there may be difficult times for some families, especially those that have recently experienced loss. Reach out to those friends and family that may need a word of encouragement or a reminder that they are important to someone. Don't wait until it's too late.

Statistics:

Dates	Calls for Service	Reports	Thefts	Burglaries	Robberies	Arrests
1/1 - 11/3/2021	10632	1564	259	59	11	389
1/1 - 11/3/2020	10315	1329	248	71	8	332
11/3/20 - 11/3/21	12221	1793	310	73	14	433
11/3/19 - 11/3/20	12642	1566	285	79	10	402

Recreation Board Meeting:

- The Recreation Board met on Wednesday, November 3rd at 5:30p at City Hall.
 - The board reviewed the 2021 end of year pool report. As part of that report, the board also approved a 4% increase to the pool membership costs. The last increase to pool membership rates was back in 2019.
 - The board also passed a resolution supporting recommended changes to the Alcohol Framework passed by City Council. In the near future, we anticipate bringing those recommendations to City Council for your consideration. Before any proposed changes can come before City Council, neighbors within a 500' radius of Jeffrey Mansion must first be notified. We will work on meeting that requirement before bringing any recommendations forward to City Council.
- The next Recreation Board meeting is scheduled for Wednesday, December 1st.

Naming Rights Working Group:

- The administration put together a working group to develop a city policy related to the naming of community facilities/spaces.
- Mayor Kessler and I met with the working group on Monday, November 8th to review their current draft naming rights policy.
- The working group asked for administration feedback and we had very positive discussions about suggested changes to the draft before moving forward. Look for more information around the start of the New Year.

Holiday Community Events:

- Letter to Santa: Starting Monday, November 22nd, the Letter to Santa mailbox we be up at Jeffrey Mansion (At the entrance by Parkview Ave.). All letters received by Monday, December 6th will make their way to Santa at the North Pole in time for Christmas.
- The Annual Menorah Lighting is set to take place on Sunday, November 28th at 5p at Drexel Circle. The Menorah Lighting is organized in partnership with CHABA Columbus and Bexley Celebrations and Events.
- The Annual Holiday Tree Lighting is set for Sunday, December 5th at 4p at Drexel Circle. Music will be sung by the Jeffrey Mansion Preschool as well as the Bexley High School Vocal Ensemble. Following the music, we will light the tree and then have a visit from Santa himself.
- In the interest of safety during this pandemic, we have made the decision to cancel Story Time with Santa and the Pancake Breakfast. These are both events with large numbers gathering inside and consuming food/snacks. We are looking to reschedule the Pancake Breakfast for the spring of 2022 and are encouraging families to visit Santa during the Tree Lighting on December 5th.





City Council Meeting Minutes

Tuesday, October 26, 2021

6:00 PM

1) Call to Order

Council President Lori Ann Feibel called the meeting to order at 6:00 pm.

2) Roll Call of Members

Council Members in Attendance: Matt Klingler, Monique Lampke, Richard Sharp, Lori Ann Feibel, Troy Markham, Jessica Saad, Jennifer Robinson

Council Members Excused: None

3) Pledge of Allegiance

4) Presentations/Special Guests

None at this time.

5) Public Comments

Peter White of 108 N Cassingham spoke regarding the Good Neighbor Ordinance and also on behalf of the Bexley Residents Against Institutional Racism. He spoke about the Mayor's comments from the October 12, 2021 City Council Meeting. After five minutes of speaking, President Feibel informed Mr. White that he had reached his five minute mark. Mr. Sharp requested an additional two minutes for him. Mr. White continued speaking until his two minute mark expired, upon which time he concluded that he would have the next speaker continue where he finished off.

Daidria Renkel of 40 S. Merkle asked to delegate her allotted five minutes to Mr. White. City Attorney Marc Fishel intervened explaining that isn't permissible under Council rules. Daidria continued speaking, reading from written comments started by Mr. White until the conclusion of

said comments. She did not reach her five-minute limit.

Korkeya Toney of 89 North Remington spoke regarding the same topic, specifically addressing comments made by Mayor Kessler during the last City Council meeting on October 12, 2021 and speaking to BRAIR's position regarding the police force.

Kevin Acton of 894 South Remington Road spoke in support of the Good Neighbor Ordinance and concluded prior to reaching his five-minute limit.

Matthew Rieber of 810 South Cassingham spoke briefly in support of the Good Neighbor Ordinance.

Ryan Blanski of 98 North Remington spoke briefly in support of the Good Neighbor Ordinance.

Jeremy Renkel of 40 S. Merkle spoke briefly in support of the Good Neighbor Ordinance.

Mayor Kessler replied briefly in response to the public comments as a whole.

6) President's Report

President Feibel did not anything specific to report.

Mr. Sharp requested a copy of the Good Neighbor Ordinance. Ms. Feibel explained this was provided by BRAIR in paper at the last meeting.

President Feibel spoke briefly regarding the success of the Harvest Festival.

7) City Attorney Report

Mr. Fishel stated that the Franklin County Court of Common Pleas issued a procedural order delaying the hearing scheduled for November 8, so there may be a continuance for this hearing.

Ms. Saad asked when will we know if the hearing date is changed. Mr. Fishel replied that he hopes to know in the next few days.

Ms. Feibel expressed her appreciation for everyone's flexibility.

8) Administrative Update:

A) Service Department- Service Director, Andy Bashore

Mr. Bashore had nothing to add to his written report. Ms. Saad expressed her gratitude to the

Service Department for coming out to assist with the bike rack installation.

B) Police Department Update- Chief Rinehart

Chief Rinehart had nothing to add to his report. No one had questions at this time.

C) Recreation and Parks Update- Mike Price

Mr. Price had nothing to add to his written report. No one had questions at this time. Ms. Feibel complimented Mr. Price on the Harvest Festival. Ms. Saad complimented the flag football games on Sunday during inopportune weather and complimented Mr. Price for his extra effort and often long hours. Mr. Sharp asked if there'd be a rededication of Jeffrey Mansion, which Mr. Price answered.

D) Finance Department Update- Bill Harvey

Mr. Harvey discussed a liquor permit notice for the Speedway on Livingston. Mr. Harvey also briefly summarized some of the highlights of his report. Ms. Lampke asked why grant revenue is significantly down, which Mr. Harvey and Mr. Kessler answered.

Mr. Harvey presented a liquor permit notice to Council, and Mr. Sharp asked for statistics regarding service calls to the Speedway in relation to this permit notice. These will be gathered and sent to Council.

E) Mayor's Update

Mr. Kessler summarized some of the highlights of his report, discussing the Race to Zero Climate Mayor's initiative and providing an update on the community center. Mayor Kessler also discussed the state capital process and a project that might be a good fit is a potential pedestrian bridge connecting residents to the bike path. That's being assessed as a potential project for this. Mr. Sharp asked about ADA accessibility at the Main Street entrance and Mr. Kessler answered this. Mr. Kessler also shared some photos from recent events.

9) Consent Agenda:

A) October 12, 2021 City Council Meeting Minutes

Mr. Fishel read the items on the Consent Agenda. No Council Members had questions at this time.

Mr. Klingler moved and Ms. Saad seconded.

All in Favor: Matt Klingler, Monique Lampke, Richard Sharp, Lori Ann Feibel, Troy Markham, Jessica Saad, Jennifer Robinson

Opposed: None

Motion passes 7-0

10) Ordinances/Resolutions with visiting presenters

- A) Ordinance #46-21 Authorizing appropriations for the calendar year starting January 1, 2022; to confirm the appointment of Marc Fishel as City Attorney (Introduced by Troy Markham on October 26, 2021)

Mr. Fishel read the ordinance summary. Mr. Markham thanked Council members for their dedication in completing budget meetings prior to the first reading. He then asked Mayor Kessler to lead Council through an overview of the budget.

Mayor Kessler proceeded, providing an overview of the process and highlighting substantial line items included in the budget. Mr. Sharp asked about the Mansion Renovation Debt. Mr. Kessler stated they were done with appropriations for the project and all remaining funds are accounted for in Recreation Budget.

Mr. Sharp asked additional questions, which Mr. Kessler addressed.

Ms. Lampke asked about the Rainy Day Fund, and also asked about the Pool Fund, which Mr. Kessler answered. She then asked about the anticipated life of the pool, which Mr. Kessler answered.

Mr. Sharp asked about the potential consideration of an economic development bond while interest rates are still attractive, which Mr. Kessler answered.

Mr. Kessler then invited Chief Rinehart to present the police budget. Chief Rinehart summarized his budget. Several Council members asked questions specific to the police budget which Chief Rinehart and Mr. Kessler addressed.

Mr. Kessler summarized some of the key points of the Building and Zoning Department Budget and invited Ms. Rose to overview highlights for Council members. Several Council members asked questions, which Ms. Rose and Mr. Kessler answered.

Mr. Kessler summarized the content of the IT budget. Several Council members asked questions, which Mr. Kessler answered.

Ms. Feibel asked if anyone had any additional questions, Hearing none, she turned the question back to Mr. Markham who deferred to the Mayor to highlight next steps. Mr. Kessler stated that at November 9, the Service Department, Auditor's Department, and Capital Budget will be initially presented, followed by City Hall, Recreation and Parks, and other smaller budgets on November 16.

11) Third Readings:

- A) Ordinance 41-21 accepting the proposed donation of the Columbia Place private street in the Columbia Place subdivision by the City of Bexley for a public street. (Introduced by Jessica Saad September 28, 2021)

Ms. Saad moved to Table this ordinance.

Mr. Markham seconded.

All in Favor: Matt Klingler, Monique Lampke, Richard Sharp, Lori Ann Feibel, Troy Markham, Jessica Saad, Jennifer Robinson

Opposed: None

Motion passed 7-0. Ordinance 41-21 was tabled.

- B) Ordinance 40-21 to specify overtime pay provisions for City employees who worked community events on July 4, 2021 and September 5, 2021 (Introduced by Troy Markham 9/28/21)

Mr. Harvey provided an estimate on this cost. Mr. Sharp asked about whether or not this includes Chief's personnel, and Mr. Harvey answered it does not. Multiple council members briefly discussed this ordinance and its implication on the police department.

Mr. Markham moved to Table this ordinance.

Mr. Sharp seconded.

All in Favor: Matt Klingler, Monique Lampke, Richard Sharp, Lori Ann Feibel, Troy Markham, Jessica Saad, Jennifer Robinson

Opposed: None

Motion passed 7-0. Ordinance 40-21 was tabled.

12) Second Readings:

- A) Ordinance #42-21 to authorize a transfer from the Road and Alley Fund of \$2,379 to the Bond Retirement Fund and to appropriate \$2,379 from the Bond Retirement Fund, to appropriate \$43,307 from the Water Fund and to appropriate \$1,904 from the Sewer Fund to pay debt service related to the South Roosevelt and Ashbourne Improvement Project. (Introduced by Troy Markham on October 12, 2021)

Mr. Fishel read the summary of this ordinance. Mr. Markham further summarized the purpose of this ordinance. There were no questions at this time. Mr. Sharp requested this to be moved to the Consent Agenda for the next meeting.

- B) Ordinance #43-21 to authorize the Mayor and Auditor to enter into a contract between the City of Bexley and Franklin County Public Health. (Introduced by Jen Robinson on October 12, 2021)

Mr. Fishel read the summary of this ordinance. Ms. Robinson further discussed this ordinance. Mr. Klingler asked that this be moved to the consent agenda for the next meeting.

- C) Ordinance #44-21 to authorize a transfer from the General Fund to the City Hall TIF Fund (Fund 52) in the amount of \$20,250. (Introduced by Troy Markham on October 12, 2021)

Mr. Fishel read the summary of this ordinance. Mr. Harvey further outlined the purpose of this ordinance and Mr. Kessler provided some additional key information. There were no questions on this ordinance.

13) First Readings:

- A) Ordinance #45-21 to appropriate \$23,000 from Recreation Fund to pay for Professional Expenses in the Recreation Programs Department (05-520). Introduced by Troy Markham on October 26, 2021

Mr. Markham read the summary of this ordinance. Mr. Markham provided some detail to this ordinance and Mr. Kessler added some additional comments to this effect.

Mr. Klingler moved to suspend the three reading requirement.

Ms. Saad seconded.

All in Favor: Matt Klingler, Monique Lampke, Richard Sharp, Lori Ann Feibel, Troy Markham, Jessica Saad, Jennifer Robinson

Opposed: None

Motion passed 7-0.

Mr. Klingler moved to pass ordinance 45-21

Ms. Saad seconded.

All in Favor:

Opposed: None

Motion Passed 7-0

- B) Ordinance 47-21 to amend section 408.01 (d) of the codified ordinances, in order to allow for income-based fines for minor misdemeanors, introduced by Jen Robinson on October 26, 2021.

Mr. Fishel read the summary of this ordinance and Ms. Robinson provided a statement of background and intent behind this ordinance. Mr. Kessler added to this, providing additional background information. Council discussed this ordinance and whether adjustments should be made to the language. At the conclusion of the discussion, Ms. Lampke expressed her thanks to Ms. Robinson for introducing this ordinance, and further asked about our programs allowing for community service, which Mr. Kessler answered. Mr. Klingler asked for this to be added to the packet.

- C) Ordinance 48-21 to amend Chapter 434.03(j), to amend the penalty associated with violation of 434.03, Maximum Speed Limits; Assured Clear Distance Ahead, introduced by Jen Robinson on October 26, 2021

Mr. Fishel read the summary of this ordinance and Ms. Robinson summarized the purpose and intent of this ordinance and Mr. Kessler provided some additional information about the background of this ordinance. Council members discussed this ordinance.

- D) Ordinance 49-21 to create Chapter 270, Board of Control, to specify contracting procedures in accordance with Section 59 of the City Charter, and to establish Encouraging Diversity, Growth and Equity (EDGE) procurement policies, introduced by Mr. Markham on October 26, 2021.

Mr. Fishel read the summary of this ordinance and Mr. Markham invited Mr. Kessler to provide

some background and intent behind this ordinance, which Mr. Kessler did. Council members discussed this ordinance and asked multiple questions which Mr. Harvey and Mr. Kessler answered.

14) Tabled Ordinances:

A) Ordinance 24-21 (Tabled), to award the Bexley Electricity Aggregation Program contract to AEP Energy, based upon the terms and conditions provided for in their RFP, as modified by the Board of Control, introduced by Mr. Sharp. (Introduced on May 25, 2021)

No action taken at this time. We are inputting surveys.

B) Ordinance 12-21 (Tabled), to adopt and approve the City of Bexley Electric Aggregation Plan of Operation and Governance, and to declare an emergency, introduced by Mr. Sharp (introduced on March 9, 2021).

No action taken at this time.

15) Service and Environmental Committee - Richard Sharp, Chair

Mr. Sharp provided an update on the recent ESAC meeting and also reported that there will continue to be litter pick ups scheduled, including a CSG community service day on November 20 that will include litter pick up in the Bexley area.

Mr. Sharp would also called attention to the Bexley Historical Society's special presentation with the Reynoldsburg Historical Society regarding the transferrance of a tombstone of historical significance to both communities.

16) Finance Committee - Troy Markham, Chair

A) Motion to approve payment of Columbus Asphalt invoice for 2021 Bexley City Street improvements.

Mr Markham did not have anything to report, but asked Mr. Bashore to outline a purchase that does need City Council's attention. Mr. Bashore provided background of the invoice that needs Council approval due to a PO timing issue. Ms. Lampke asked for some detail on the invoice total and project, which Mr. Bashore provided.

Mr. Markham moves to approve the payment of the Columbus Asphalt invoice for the 2021 Bexley City Street improvements.

Mr. Klingler seconded.

All in Favor: Matt Klingler, Monique Lampke, Richard Sharp, Lori Ann Feibel, Troy Markham, Jessica Saad, Jennifer Robinson

Opposed: None

Motion passed 7-0.

17) Safety and Health Committee - Jen Robinson, Chair

Ms. Robinson has nothing to report, but offered good wishes to the senior soccer players with Bexley High School at the conclusion of their soccer careers.

18) Zoning and Development Committee - Jessica Saad, Chair

Ms. Saad reported that CIC meets Tuesday, November 2 at 6:00pm, and BZAP will meet on Thursday, October 28 at 6:00pm. Ms. Saad also reminded everyone to vote and thanked poll volunteers for their work. She also spoke briefly on the Bexley Alumni publication.

19) Recreation and Parks Committee - Matt Klingler, Chair

Mr. Klingler has nothing to report at this time.

20) Judiciary and Strategic Committee - Monique Lampke, Chair

Ms. Lampke has nothing to report at this time.

21) Public Comments (No Speaker Slip Required)

No Comment at this time.

22) Adjourn

Mr. Klingler moved to adjourn.

Ms. Robinson seconded.

All in Favor: Matt Klingler, Monique Lampke, Richard Sharp, Lori Ann Feibel, Troy Markham, Jessica Saad, Jennifer Robinson

Opposed: None

Motion passed 7-0.

Council President Feibel adjourned the meeting at 8:51 pm.

ORDINANCE NO. 42 - 21

By: Troy Markham

An ordinance to authorize a transfer from the Road and Alley Fund of \$2,379 to the Bond Retirement Fund and to appropriate \$2,379 from the Bond Retirement Fund, to appropriate \$43,307 from the Water Fund and to appropriate \$1,904 from the Sewer Fund to pay debt service related to the South Roosevelt and Ashbourne Improvement Project.

Whereas, The Roosevelt and Stanwood Improvements Project was completed in 2021, and

Whereas, The City must begin paying debt service on the \$2,855,438 interest free loan in \$95,181 annual installments in beginning in 2021 (1/2 of an annual installment), and

Whereas, The project cost was allocated ninety one percent (91%) for water infrastructure repairs, four percent (4%) for sewer infrastructure repairs and five percent (5%) for road and alley reconstruction.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY

Section 1.

That a transfer from the Road and Alley Fund of \$2,379 to the Bond retirement fund is hereby authorized

Section 2.

That \$2,379 is hereby appropriated from the Bond Retirement Fund, \$43,307 is hereby appropriated from the Water fund and \$1,904 is hereby appropriated from the Sewer Fund to pay debt service related to the Roosevelt and Stanwood Improvement Project for 2021.

Section 3.

That this ordinance shall go into effect and be in force from and after the earliest period allowed by Law.

Passed: _____, 2021

Lori Ann Feibel, President of Council

Attest: _____
William Harvey, Clerk of Council

Approved: _____, 2021

Mayor Ben Kessler

ORDINANCE NO. 43 - 21

By: Jen Robinson

**AN ORDINANCE TO AUTHORIZE THE MAYOR AND AUDITOR
TO ENTER INTO A CONTRACT BETWEEN THE CITY OF BEXLEY
AND FRANKLIN COUNTY PUBLIC HEALTH.**

Whereas, the City of Bexley contracts with Franklin County Public Health for public health department services; and

Whereas, Franklin County Public Health has proposed the attached contract for services provided in 2022;

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

Section 1.

That City Council authorizes the Mayor and the Auditor to enter into the contract which is attached as "Exhibit A".

Section 2.

That this ordinance shall go into effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2021

Lori Ann Feibel, President of Council

Attest: _____
William Harvey, Clerk of Council

Ben Kessler, Mayor

First Reading: 10-12-21

Second Reading:
Third Reading:

CONTRACT
Between
FRANKLIN COUNTY BOARD OF HEALTH
And
CITY OF BEXLEY

This contract entered into by and between the City of Bexley (hereafter referred to as "City"), with its principal address being 2242 East Main Street, Bexley, Ohio 43209, and the Board of Health of the Franklin County General Health District (hereafter referred to as "Board" or "Franklin County Public Health") for 2022 Public Health Services under the approval of Resolution No. 21-138, dated September 22, 2021.

The Board is a general health district as defined under Ohio Revised Code (ORC) Section 3709.01.

ORC Section 3709.08 authorizes cities in Franklin County to contract with the Board to provide public health services to and within the City.

The District Advisory Council (hereafter referred to as "Council") of the Franklin County General Health District, created by ORC 3709.03, after giving due notice by publication as required by law, held a public meeting on March 25, 2021, at which by a majority vote of members representing the Council voted affirmatively to provide public health services to the cities in Franklin County, and did authorize the Chairman of the Council to enter into a contract with the Mayor of each city to provide public health services therein.

The Board is engaged in the governance of providing public health services as described in this contract and the Scope of Work, attached hereto and incorporated herein as Exhibit A, and has the knowledge, skills and resources to provide such services in accordance with the terms and conditions of Ohio law and this contract.

Pursuant to Revised Code 3709.08(C), the contract was submitted to the State of Ohio's director of health. The Board is organized and equipped to provide the services and shall have the powers and shall perform all the duties required of the board of health or the authority having the duties of a board of health within the City.

The City is willing to contract with the Board for such services in accordance with the terms and condition of Ohio law and this Contract.

SECTION 1 – SERVICES

The Board shall, for the consideration hereinafter stated, furnish to the City, and inhabitants thereof, all such public health services as are furnished to all villages and townships and the inhabitants thereof, of Franklin County, Ohio. Said services shall include all services as allowed by law according to the most current version of the Ohio Revised Code and as listed in Exhibit A. Said services shall include the minimum standards and optimal achievable standards for boards of health and local health departments pursuant to Ohio Revised Code Section 3701.342. Said services shall include enforcement

of all rules and regulations as allowed by law according to the most current version of the Ohio Administrative Code and the enforcement of the following Franklin County Public Health Regulations:

- (100) Definitions
- (103) Plumbing and Medical Gas for Commercial, Public and Residential Buildings and Places
- (104) Rabies Control
- (105) Approval of Building Plans
- (106) Sewage Treatment Systems
- (199) Administration and Enforcement

And, the current version of the above-described regulations of Franklin County Public Health shall apply to and be enforceable within the jurisdiction of the Franklin County General Health District and the City.

The City Attorney shall be responsible for any litigation involving enforcement of Health Regulations within the corporate limits of said political subdivision.

This contract and any claims arising in any way out of this contract shall be governed by the laws of the State of Ohio. Any litigation arising out of or relating in any way to this contract or the performance hereunder shall be brought only in an Ohio court of competent jurisdiction in Franklin County, Ohio, and the City hereby irrevocably consents to such jurisdiction.

SECTION 2 – TERM

Said public health services shall be furnished beginning January 1, 2022 and ending December 31, 2022 provided, however, that either party to this agreement shall have the right to cancel the same upon four (4) months written notice and the parties hereto may, by mutual written agreement, modify the terms of this agreement.

SECTION 3 – COMMUNICATION

The Board will provide ongoing communication with the Mayor/City Manager and his or her designees through notification at least quarterly. This communication will provide information on timely public health topics, upcoming events and featured services. Reports and other information about direct services that are being provided to the City will be provided upon request.

SECTION 4 – PUBLIC HEALTH PAYMENT, FEES & CHARGES

The City, Ohio shall pay the Board for said public health services furnished to the City and the inhabitants thereof, such sum or sums of money based on a per capita rate as would be charged against municipal corporations composing the Franklin County General Health District at a per capita rate of \$9.32.

Said sums of money shall be paid to the Board in installments of 50% of the total contract amount in January 2022 and 50% of the total contract amount in June 2022 through the process of withholding the installment amounts from the semi-annual real estate tax settlement distribution to be received by the City and transferred to the Board by the

Settlement Officer of the Franklin County Auditor. The sum for 2022 shall not exceed \$124,608.40, notwithstanding any fee established pursuant to the sections set forth below.

In any instance where the Board expends funds to abate a nuisance pursuant to Section 1, above, within the City, the Board may invoice the City for the costs of such nuisance abatement. Further, the City shall pay, in addition to those sums set forth in Section 5, above, to the Board the cost to abate the nuisance.

The Board agrees to certify such nuisance abatement costs to the Franklin County Auditor to be recorded as a lien upon the property and shall reimburse all funds recovered under such a lien to the City.

SECTION 5 - PLUMBING INSPECTION SERVICES AND FEES

The Board shall, for the consideration hereinafter stated, furnish to the City, all plumbing and medical gas inspections as are furnished to all inhabitants within the general health district of Franklin County. Inspectors are to be state certified Plumbing Inspectors and Plumbing Plans Examiners by the Ohio Board of Building Standards and certified by the American Society of Safety Engineers (ASSE) as Medical Gas Inspectors.

The City, through its Building Department, shall issue permits and collect fees for such plumbing and medical gas permits. The fee to be charged shall be the most current fee charged by the Board. The City shall forward sixty (60) percent of all plumbing and medical gas permit fees collected by them to the Board upon receiving monthly statements of the amount due from the Board. The City shall pay said amount, within thirty (30) days after receipt of said statement.

SECTION 6 – APPROVAL

This contract is approved by a majority of the members of the legislative authority of the City, pursuant to the provisions of Ordinance _____ dated _____.

The City has determined that Franklin County Public Health is organized and equipped to adequately provide the service that is the subject of this contract.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals and have executed this agreement the day and year written below.

DISTRICT ADVISORY COUNCIL OF THE
FRANKLIN COUNTY GENERAL HEALTH DISTRICT

Chairperson Date

FRANKLIN COUNTY PUBLIC HEALTH

Joe Mazzola, MPA Date
Health Commissioner

THE CITY OF BEXLEY, OHIO

Ben Kessler, Mayor Date

APPROVED AS TO FORM:

G. Gary Tyack
Prosecuting Attorney
Franklin County, Ohio

Assistant Prosecuting Attorney Date
Attorney for the District Advisory
Council of the Franklin County General Health District

City Attorney Date
City of Bexley, Ohio

FINANCIAL CERTIFICATE

It is hereby certified that the amount required to meet the contract agreement, obligation, payment of expenditure for the above has been lawfully appropriated, authorized or directed for such purpose and is in the treasury or in the process of collection to the credit of the proper fund and is free from any obligation or certificated now outstanding.

Fiscal Officer
City of Bexley, Ohio

Date

EXHIBIT A SCOPE OF WORK

Franklin County Public Health ("Board"), hereby agrees to provide health services for the City for the calendar year 2022 as set forth below ("Services").

- The Board shall have full authority to be and act as the public health authority for the City
- The Services described in the schedule listed below in this Exhibit will be provided by the Board to the City.
- The Services will include all necessary medical, nursing, sanitary, laboratory and such other health services as are required by the Statutes of the State of Ohio.

The followings specific services shall be a part of the Services provided under this Contract:

List of Functions, Programs and Services	
Administrative Services:	
Administration	
Budget, Accounts Payable, Accounts Receivable	
Communication & Marketing	
Grant Writing & Management	
Records Management	
Reports - Financial & Statistical	
Data Services:	
Community Health Assessment	
Health Data	
Environmental Health:	
Body Art Business Approval, Inspection and Education	
Food Service Operation Licensing, Inspection & Education	
Healthy Homes (Lead, Radon) Inspection & Education	
Vector Control Education	
Public Health Nuisance Enforcement & Education	
Plumbing & Medical Gas Inspections	
Public Swimming Pool & Spa Licensing, Inspection & Education	
Rabies Surveillance - Animal bite investigation and follow up	
Retail Food Establishment Licensing, Inspection & Education	
School Facilities Inspection & Education	
Sewage Treatment System Permitting, Inspection & Education	
Smoke Free Workplace Enforcement & Education	
Solid Waste, Construction and Demolition Facility, Transfer Station Inspection & Enforcement	
Sustainability Education and Efforts	
Temporary Park Camp Licensing, Enforcement & Inspection	
Water Quality Permitting, Testing & Education	
Emergency Preparedness:	
Community Outreach and Education	

Injury Prevention/Opiate Crisis Programs & Education
Public Health Emergency Preparedness
Planning and Cities' Readiness Initiative activities
Epidemiology, Surveillance, Investigation Services:
Reportable Infectious Disease investigation and follow-up(excluding HIV/AIDS; STD; TB)
Disease Outbreak Management
Health Promotion:
Community Health Action Teams
Farm to School Program
Nutrition & Physical Activity Education Programs
Safe Routes to Schools
Tobacco Use Prevention, Education & Cessation Program
Health Systems & Planning:
Community Health Improvement Plan
Data & Information Technology
Public Health Accreditation
Immunization Services:
Childhood and Adult Vaccine Administration Services
Occupational Health:
Immunizations and screenings - Fee for Service
Maternal & Child Health:
Bureau for Children with Medical Handicaps (BCMH) Public Health Nursing Services
Safe Sleep & Infant Mortality Prevention Initiatives & Education

The Board maintains a range of grant funded programs for citizens throughout the County who are income qualified.

THE BOARD RESERVES THE RIGHT TO AMEND THIS EXHIBIT AT ANYTIME PRIOR TO AUTHORIZATION OF THE CITY COUNCIL AND THE BOARD OF HEALTH ANNUALLY.

ORDINANCE NO. 47 - 21

By: Jen Robinson

An ordinance to amend section 408.01 (d) of the codified ordinances, in order to allow for income-based fines for minor misdemeanors.

- WHEREAS,** One-size-fits-all fines fail to meet basic goals of the justice system: to treat like offenders alike, provide for proportional punishment, and encourage respect for the law; and
- WHEREAS,** Currently, fines for traffic violations are imposed without regard to income; and
- WHEREAS,** The result is a system that has the capacity to perpetuate a cycle of debt and jail for low-income offenders, disproportionately impacting those with lower income capacity; and
- WHEREAS,** There are numerous long-standing examples of justice systems that assess fines based on income; and
- WHEREAS,** Income-based fine models are credited with ensuring proportionality in sentencing, improving the effectiveness of fines as a sanction, and even allowing fines to serve as an alternative to incarceration; and
- WHEREAS,** Bexley has made a series of reforms within its Mayor's Court system in recent years in order to help avoid the potential for the system to disproportionately impact those from lower income households, and this proposal expands and complements that work;

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

Section1.

That Chapter 408.01 (d) is hereby amended as follows:

- (d) Fines for minor misdemeanors**
- (1)** Whoever is convicted of or pleads guilty to a minor misdemeanor shall be fined not more than one hundred fifty dollars (\$150.00).
 - (2) Rules establishing income-based fines may be established by the Mayor's Court Magistrate with approval by the City Attorney, based upon the following criteria:**
 - (i)** Income-based fines are universally available for any relevant violations, with the offender being provided with information, at the time of the citation, of the availability of income-based fines whenever practically possible.
 - (ii)** Income-based fines shall be determined based upon individual income, household income, and liquid assets
 - (iii)** Eligibility for income-based fines shall be established based upon an affidavit, which may be subject to audit by the Prosecutor. If, upon audit, it is found that, based upon a preponderance of the evidence, the signatory knowingly and

willfully provided false information in order to secure a lower fine, the signatory shall be charged with a misdemeanor of the first degree, which shall be prosecuted in accordance with Chapter 698.

- (iv) Income based fines cannot exceed the maximum fine for the particular offense authorized by City ordinances.

Section 2.

That this Ordinance shall go into full force and effect at the earliest period allowed by law.

Passed _____, 2021

Lori Ann Feibel, President of Council

Attest: _____, 2021

William Harvey, Clerk of Council

Approved: _____, 2021

Benjamin Kessler, Mayor

First Reading:

Second Reading:

Third Reading:

Ordinance 46-21

By: Troy Markham

An ordinance authorizing appropriations for calendar year beginning January 1, 2022, to confirm the appointment of Marc Fishel as City Attorney, to create an Infrastructure Development Fund; and to authorize transfers to the Capital Improvements, Infrastructure Fund and Budget Stability fund of \$500,000 \$1,100,000 and \$100,000 respectively

Whereas, Section 26 of the Bexley City Charter requires City Council to adopt an operating budget for the ensuing fiscal year on or before December 31, and to adopt an appropriation ordinance authorizing an appropriation for each program or activity by department or major organizational unit.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY

Section 1.

That appropriations for calendar year beginning January 1, 2022 are authorized as follows:

GENERAL FUND DEPARTMENTS

Mayors Office and City hall		
Total Personal Services	\$	349,965
Total Other Expenditures	\$	93,550
Total Mayor's Office	\$	443,515
Grant Reimbursed Expenditures	\$	495,000
Auditor's Office		
Total Personal Services	\$	231,001
Total Other Expenditures	\$	584,272
Total Auditor's Office	\$	815,273
City Attorney's Office	\$	168,640
Civil Service/HR	\$	23,000
City Council		
Total Personal Services	\$	54,771
Total Other Expenditures	\$	10,500
Total City Council	\$	65,271
Mayor's Court		
Total Personal Services	\$	61,400
Total Other Expenditures	\$	105,500
Total Mayor's Court	\$	166,900
Development and Communications Office		
Total Personal Services	\$	94,216
Total Other Expenditures	\$	143,500
Total Development Office	\$	237,716
Technology		
Total Personal Services	\$	113,773
Total Other Expenditures	\$	268,500
Total Technology Department	\$	382,273
Building and Zoaning Department		
Total Personal Services	\$	377,737
Total Other Expenditures	\$	204,950
Total Building Department	\$	582,687
Senior Programs		
Total Personal Services	\$	104,718
Total Other Services	\$	99,200
Total Senior Programs	\$	203,918
Boards and Commissions		
Total Personal Services	\$	7,576
Total Other Expenditures	\$	23,000
Total Boards and Commissions	\$	30,576
Police Department		
Total Personal Services	\$	5,493,251
Total Other Expenditures	\$	364,235
Total Police Department	\$	5,857,486
Fire Contract	\$	2,527,575
Emergency Warning	\$	19,500
Street Lighting		
Total Personal Services	\$	87,764
Total Other Expenditures	\$	256,000
Total Street Lighting	\$	343,764
Health Department	\$	132,053
Service Department		
Total Personal Services	\$	205,457
Total Other Expenditures	\$	31,500
Total Service Department	\$	236,957
Building Maintenance and Parks		
Total Personal Services	\$	944,573
Total Other Expenditures	\$	549,625
Total Maintenance and Parks	\$	1,494,198
State Highway /Street Fund Transfer	\$	66,000

Jeffrey Mansion	
Total Personal Services	\$ 128,620
Total Other Expenditures	<u>\$ 122,020</u>
Total Jeffrey Mansion	\$ 250,640
Parks	
Total Personal Services	\$ 272,593
Total Other Expenditures	<u>\$ 155,550</u>
Total Parks	\$ 428,143
Recreation Fund Transfer	\$ 90,000
Debt Service - Transfer to Bond Retirement Fund	\$ 942,660
Debt Service - Transfers to Eco. Devleomont Bond Retirement	\$ 45,725
Total General Fund Operating Expenditures	\$ 16,049,469
Transfer to Road and Alley Fund	\$ 200,000
Transfer to Development Fund	\$ 1,100,000
Transfer to Employee Payout Fund	\$ 30,000
Capital Transfer (to Capital Improvements Fund)	\$ 800,000
Transfer to Budget Stability Fund	<u>\$ 150,000</u>
	\$ 2,280,000
Total General Fund	\$ 18,329,469
NON-GENERAL FUND DEPARTMENTS	
State Highway Fund	
Total Personal Services	\$ 12,412
Total Other Expenditures	<u>\$ 65,000</u>
Total State Highway	\$ 77,412
Street Maintenance Fund	
Total Personal Services	\$ 518,921
Total Other Expenditures	<u>\$ 328,421</u>
Total Street Maintenance	\$ 847,342
RECREATION FUND	
Recreation Administration	
Total Personal Services	\$ 555,150
Total Other Expenditures	<u>\$ 52,520</u>
Total Recreation Admin.	\$ 607,670
Recreation Programs	
Total Personal Services	\$ 24,162
Total Other Expenditures	<u>\$ 311,950</u>
Total Recreation Programs	\$ 336,112
Jeffrey Preschool	
Total Personal Services	\$ 278,835
Total Other Expenditures	<u>\$ 11,600</u>
Total Preschool	\$ 290,435
Before and After Care	
Total Personal Services	\$ 288,152
Total Other Expenditures	<u>\$ 53,775</u>
Total Before and After Care	\$ 341,927
Jeffrey Summer Camp	
Total Personal Services	\$ 332,332
Total Other Expenditures	<u>\$ 85,380</u>
Total Jeffrey Summer Camp	\$ 417,712
Transfer to Bond Retirement	\$ 112,616
Total Recreation Fund	\$ 2,106,472
Bond Retirement Fund	\$ 1,896,399
Economic Development Debt Service Fund	\$ 88,700
Water Fund	
Water Administration	
Total Personal Services	\$ 137,262
Total Other Expenditures	<u>\$ 1,924,500</u>
Total Water Admin.	\$ 2,061,762
Water Distribution	
Total Personal Services	\$ 326,905
Total Other Expenditures	<u>\$ 253,000</u>
Total Water Distribution	\$ 579,905
Capital	\$ 39,300
Debt Service	\$ 192,848
Total Water Fund	\$ 2,873,815
Sewer Fund	
Sewer Administration	
Total Personal Services	\$ 29,341
Total Other Expenditures	<u>\$ 1,671,600</u>
Total Sewer Administration	\$ 1,700,941
Sewer Service	

Total Personal Services	\$	225,997
Total Other Expenditures	\$	767,000
Total Sewer Service	\$	992,997
Capital	\$	39,300
Debt Service	\$	75,056
Total Sewer Fund	\$	2,808,294
Refuse Fund		
Total Personal Services	\$	116,288
Total Other Expenditures	\$	1,194,500
Total Refuse Expenditures	\$	1,310,788
Police Pension Fund		
Total Personal Services	\$	767,984
Total Other	\$	6,500
Total Police Pension Expenditures	\$	774,484
Swimming Pool Fund		
Swimming Pool Operations		
Personal Services	\$	21,631
Other	\$	306,700
Total Pool Operations	\$	328,331
Pool Concessions	\$	4,000
Pool Capital	\$	35,500
Total Swimming Pool Fund	\$	367,831
Road and Alley Fund		
Operating Expenses	\$	1,326,150
Transfer to Bond Retirement	\$	676,989
Total Road and Alley Fund	\$	2,003,139
Mayor's Court Computer Fund	\$	1,500
T.I.F. Fund	\$	126,500
T.I.F. Fund Transfer to Bond Retirement	\$	126,500
City Hall TIF Fund	\$	32,000
City Hall Fund TIF Transfer to Eco. Develop Bond Retirement	\$	45,725
Capital Improvements Fund	\$	280,000
Health Insurance Fund	\$	1,621,000
Events and Equipment Fund	\$	1,500
Friends of Jeffrey Park	\$	1,200
Bexley Youth Athletic	\$	12,000
Tourism and Community Events	\$	5,000
Bexley Celebrations and Events	\$	65,000
Maryanna Holbrook	\$	30,000
Employee Separation Fund	\$	30,000
Special Assessments Fund	\$	94,000
Friends of Jeffrey Preschool	\$	800
Building Standards Fees	\$	1,800

Section 2. To confirm the appointment of Marc Fishel as City Attorney for 2021.

Section 3. That the Infrastructure Development Fund is hereby created for the purpose of acquiring and improving property for public infrastructure improvements, including but not limited to right-of-way improvements, public parks, public utilities, and public facilities, and to assist in the acquisition and remediation of environmentally impacted sites within the City. In the event of a fiscal emergency, this fund shall serve as an auxiliary Budget Stability Fund in accordance with SECTION 232.08(b)(2) of the Bexley Codified Ordinances.

Section 4. That

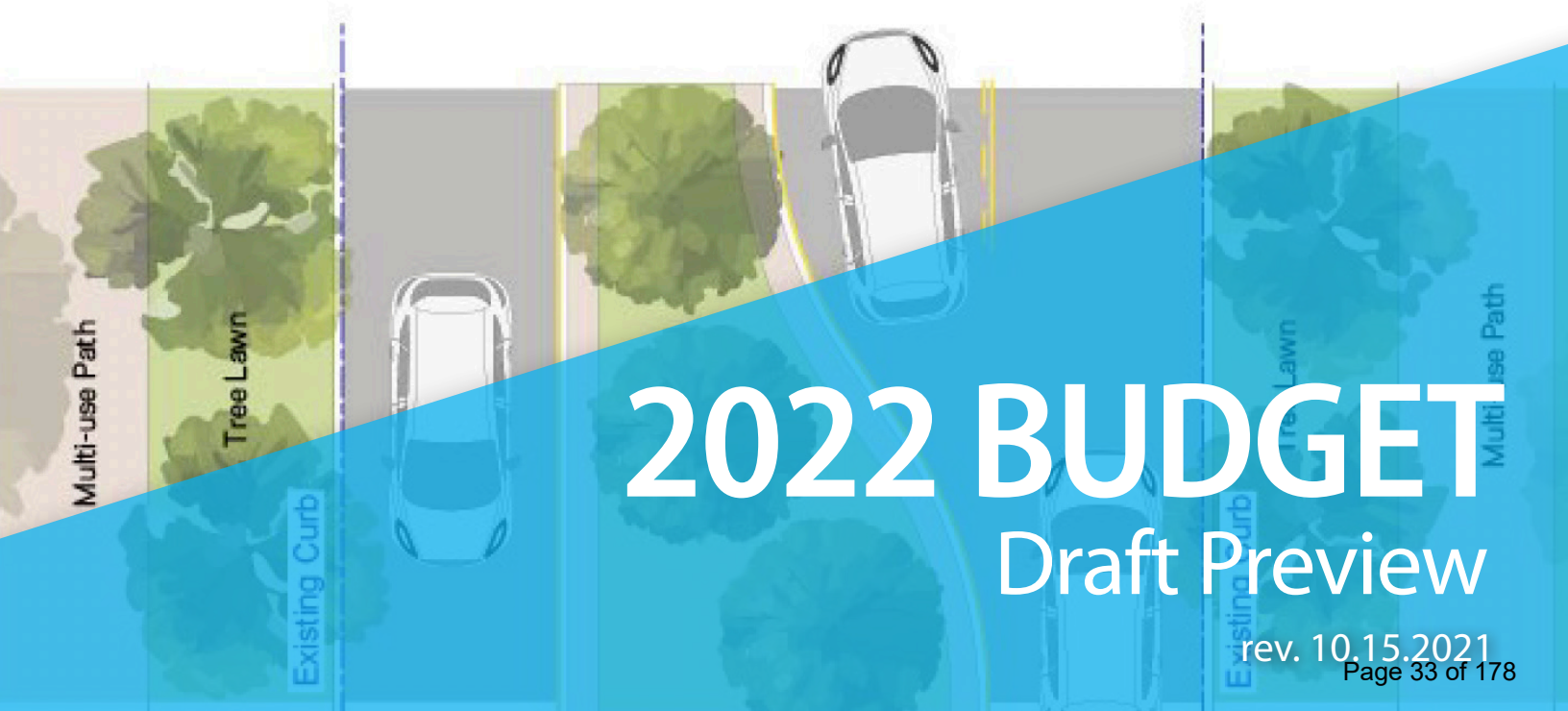
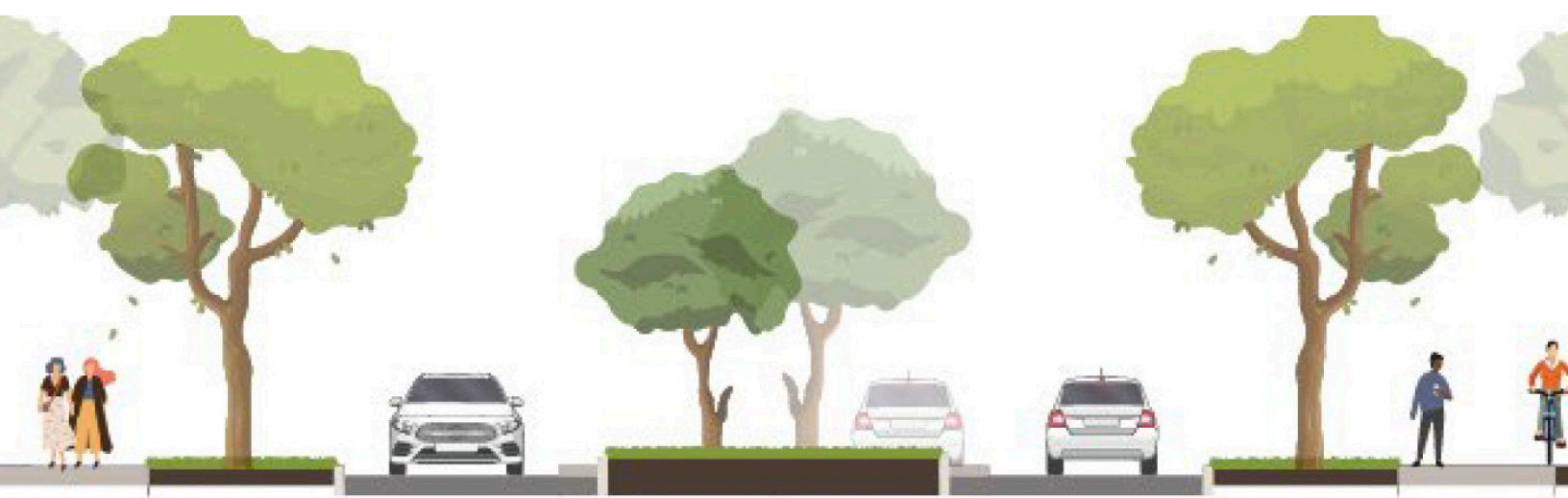
Section 2. That this ordinance shall go into effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2022

Lori Ann Feibel, President of Council

Mayor Ben Kessler

Attest: _____
William Harvey, Clerk of Council



2022 BUDGET

Draft Preview

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General Fund Summary

	2022 Budget	2021 Revised	2022 vs 2021	YTD 9/30/21	2020 Actual
Operating Revenue					
City Income Tax	\$ 15,418,991	\$ 15,028,256	2.6%	\$ 11,594,799	\$ 13,009,446
Local Government	420,000	420,000	0.0%	418,741	442,657
Real Estate Tax	410,000	410,000	0.0%	574,442	487,853
Interest	320,000	320,000	0.0%	157,188	252,346
Building Permits	416,000	416,000	0.0%	315,007	326,860
Franchise and ROW Fees	295,000	295,000	0.0%	119,033	182,124
Grants	495,000	815,591	-39.3%	270,322	356,244
CIC Revenue	170,000	170,000	0.0%	99,258	171,667
All Other (1)	389,000	389,000	0.0%	321,963	711,539
Total Operating Revenue	\$ 18,333,991	\$ 18,263,847	14.6%	\$ 13,870,752	\$ 15,940,736
Operating Expenditures					
General Government					
Mayor's Office (2)	\$ 443,515	\$ 439,851	0.8%	\$ 310,934	\$ 328,050
Grant Reimbursed Expenditures	495,000	815,591	-39.3%	540,313	389,320
Auditor's Office	815,273	800,330	1.9%	559,627	629,193
Attorney's Office	168,640	181,000	-6.8%	143,317	99,941
Civil Service	23,000	16,000	43.8%	1,778	4,957
City Council	65,271	61,271	6.5%	43,149	57,839
Mayor's Court	166,900	154,354	8.1%	88,832	145,038
Development Office	237,716	234,168	1.5%	66,002	208,100
Technology	382,273	355,351	7.6%	247,323	332,301
Building and Zoning Department	582,687	536,473	8.6%	382,989	485,058
Senior Programs (3)	203,918	120,321	69.5%	64,294	81,253
Boards and Commission	30,576	31,230	-2.1%	10,351	19,640
Total General Government	\$ 3,614,768	\$ 3,745,941	-3.5%	\$ 2,458,912	\$ 2,780,689
Public Health and Safety					
Police Department	\$ 5,857,486	\$ 5,754,487	1.8%	\$ 4,347,060	\$ 5,465,608
Fire Contract	2,527,575	2,475,974	2.1%	2,475,974	2,475,974
Emergency Warning	19,500	19,500	0.0%	28,875	131,296
Street Lighting	343,764	325,278	5.7%	212,833	308,006
Health Department	132,053	129,610	1.9%	126,552	126,194
Total Public Health and Safety	\$ 8,880,378	\$ 8,704,849	2.0%	\$ 7,191,294	\$ 8,507,078
Public Service					
Service Administration	\$ 236,957	\$ 201,218	17.8%	\$ 122,733	\$ 92,851
Building and Parks Maintenance	1,494,198	1,402,361	6.5%	973,290	1,120,891
Street Fund Transfer	66,000	66,000	0.0%	66,000	66,000
Total Public Service	\$ 1,797,155	\$ 1,669,579	7.6%	\$ 1,162,024	\$ 1,279,742

General Fund Revenue and Expenditure Summary Continued

	2022 Budget	2021 Revised	2022 vs 2021	YTD 9/30/21	2020 Actual
Recreation					
Jeffrey Mansion	\$ 250,640	\$ 234,573	6.8%	\$ 147,913	\$ 124,940
Parks	428,143	323,390	32.4%	248,461	276,791
Recreation Fund Transfer/BCA Transfer	90,000	90,000	0.0%	90,000	240,000
Total Recreation	\$ 768,783	\$ 647,963	18.6%	\$ 486,374	\$ 641,731
 Total Operating Expenditures Before Debt Service	 \$ 15,061,084	 \$ 14,768,332	 2.0%	 \$ 11,298,603	 \$ 13,209,240
Debt Service Transfers to Eco. Devlemont Bond Retirement	45,725				
Debt Service (Transfers to Bond Retirement Fund)	\$ 942,660	\$ 1,088,014	-13.4%	\$ 314,618	\$ 1,088,014
	\$ 16,049,469	\$ 15,856,346		\$ 11,613,221	\$ 14,297,254
 Total Operating Expenditures and Debt Service	 \$ 16,049,469	 \$ 15,856,346	 1.2%	 \$ 11,613,221	 \$ 14,297,254
 Estimated Additional Appropriation	 \$ 50,000	 \$ 50,000			
Estimated Unspent Appropriations	(267,000)	(267,000)			
	\$ (217,000)	\$ (217,000)			
 Total Operating Expenditures	 \$ 15,832,469	 \$ 15,639,346	 1.2%	 \$ 11,613,221	 \$ 14,297,254
Revenue Over (Under) Expenditures	\$ 2,501,523	\$ 2,624,502	-4.7%	\$ 2,257,531	\$ 1,643,481
 Other Financing Sources					
Debt Service Refund					\$ 307,746
BWC Rebate		397,071		397,071	
Total Other Financing Sources		\$ 397,071		397,071	\$ 307,746
 Other Financing Uses - Capital Expenditures					
Capital Fund Transfer	\$ 800,000	\$ 800,000	0.0%	\$ 150,000	\$ 1,250,000
Transfer to Infrastructure Development Fund	1,100,000	1,100,000			
Transfer to Road and Alley	200,000				
Transfer to Pool Fund	200,000				
Mansion Expansion		350,000		152,218	
Transfer to Employee Severance Payout Fund	30,000	30,000	0.0%	30,000	100,000
Transfer to Budget Stability	150,000	100,000			100,000
Total Other Financing Uses	\$ 2,480,000	\$ 2,380,000	4.2%	\$ 332,218	\$ 1,450,000
 Beginning Cash Balance	\$ 3,616,355	\$ 3,277,243	10.3%	\$ 3,277,243	\$ 3,079,598
Net Current Year Cash Increase (Decrease)	21,523	641,573		2,322,384	501,227
Prior Year Encumbrance Expenitures		(302,461)		(267,833)	(302,461)
Ending Cash Balance	3,637,877	3,616,355	0.6%	5,331,794	3,278,364
Year End Outstanding Encumbrances				3,311,324	
Ending Unencumbered Fund Balance	\$ 3,637,877	\$ 3,616,355	0.6%	\$ 2,020,470	\$ 3,278,364
 Budget Stability Account Reserve	 \$ 1,875,000	 \$ 1,725,000	 21.1%	 \$ 1,625,000	 \$ 1,425,000
Total Unencumbered Reserves	\$ 5,512,877	\$ 5,341,355	3.2%	\$ 3,645,470	\$ 4,703,364

- (1) Now includes \$139,000 reimbursement from Saint Charles for SRO.
(2) Now combined with City Hall.
(3) Moved from Recreation Fund.

Transfers to Eco. Devlemont Bond Retirement

Mayor's Office and City Hall

Account	Description	2022 Budget	2021 Revised Budget	2022 vs 2021	YTD 9/30/21	2020 Actual	Account Notes	2022 Budget Notes
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Personal Services

01-100-51010	SALARIES AND WAGES	\$ 248,677	\$ 249,919		\$ 155,181	\$208,740		
01-100-51011	SPECIAL EVENTS OVERTIME	10,000	10,000		17,262	416	Was previously in Mayor's Office.	
01-100-51030	OPERS	34,815	37,139		24,825	29,303		
01-100-51041	WORKER'S COMP	4,102	3,705		2,557	300		
01-100-51070	TRANSFER TO HEALTH INSURANCE	41,189	37,445		37,445	26,138		
01-100-51071	DENTAL INSURANCE	1,640	1,608		1,440	1,305		
01-100-51072	VISION	241	236		177	218		
01-100-51073	LIFE	195	191		95	154		
01-100-51076	MEDICARE	3,606	3,158		2,453	2,848		
01-100-51110	MAYOR'S CAR ALLOWANCE	5,500	5,500	0.0%	3,667	5,500		
Total Personal Services		\$ 349,965	\$ 348,901	0.3%	\$ 245,100	\$274,921		

Other Expenditures

01-100-51120	TRAVEL AND MEETINGS	\$ 200	\$ 200	0.0%	\$ 103	\$ 174	Costs associated with travel include parking fees	
01-100-51121	MEETING MEALS/REFRESHMENTS	\$ 4,210	\$ 4,210	0.0%	\$ 941	\$ 2,250	City Hall Coffee and Refreshments, Meetings and Events	
01-100-51122	TUITION REIMBUSSEMENT	6,000	6,000	0.0%	4,294	-	This covers tuition reimbursements for employees throughout the City per ordinance	
01-100-51123	MILEAGE REIMBURSEMENT	1,500	1,500	0.0%	63	158		
01-100-51124	TRAINING	1,500	1,500	0.0%	150	-	Training for employees as needed, including software training, malware training, ongoing professional training	
01-100-51131	UTILITIES (GAS AND ELECTRIC)	20,000	15,000	33.3%	14,780	15,000		
01-100-51140	REPAIRS/MAINT.	5,780	5,780	0.0%	1,696	2,722		
01-100-51180	NEWSLETTER	-	4,000	-100.0%	2,926	2,000		Moved to Development and Communications.
01-100-51183	SPECIAL NEEDS	2,000	2,000	0.0%	-	293	This provides for special accommodations to programs based upon special needs	
01-100-51270	EMPLOYEE AWARDS	1,500	1,500	0.0%	-	560	Apparel, special recognition	
01-100-51271	MEMBERSHIPS	13,000	12,000	8.3%	11,927	10,499	This pays membership dues to a variety of organizations, including MORPC, COMMA, MODE, OML, etc	
01-100-51310	OFFICE SUPPLIES	7,080	7,080	0.0%	6,801	4,841		
01-100-51320	OPERATING EXPENSES	9,500	8,900	6.7%	6,955	7,033	Operating expenses include misc. office needs including small furnishings and equipment.	
01-100-51322	CLEANING AND JANITORIAL	15,780	15,780	0.0%	11,860	7,116		
01-100-51330	REPAIR/MAINT. SUPPLIES	4,500	4,500	0.0%	2,781	-		
01-100-51400	FURNITURE	1,000	1,000	0.0%	555	483		
Total Other Expenditures		\$ 93,550	\$ 90,950	2.9%	\$ 65,834	\$ 53,128		

Total Mayor and City Hall \$ 443,515 \$ 439,851 0.8% \$ 310,934 \$ 328,050

Grant Reimbursed Expenditures

Account	Description	2021		2022	YTD	2020	Account Notes	2022 Budget Notes
		2022	Revised	vs	9/30/21	Actual		
		Budget	Budget	2021				
01-101-51320	GRANTS REIMBURSED EXPENDITURE	\$ 180,000	\$ 400,591		\$ 140,736	\$ 362,445		
01-101-51321	STATE CAPITAL GRANT	250,000	350,000		350,000			
01-101-51323	B.C.E.	65,000	65,000		49,578	26,875		

Total	\$ 495,000	\$ 815,591		\$ 540,313	\$ 389,320			
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Auditor's Office Expenditure Detail

Account	Description	2022 Budget	2021 Revised Budget	2022 vs 2021	YTD 9/30/21	2020 Actual	Account Notes	2022 Budget Notes
Personal Services								
01-110-51010	SALARIES AND WAGES	\$ 142,662	\$ 209,604	-31.9%	\$ 161,288	\$207,546		
01-110-51030	OPERS	19,973	29,345	-31.9%	22,266	28,989		
01-110-51040	WORKER'S COMP TPA	6,000	6,000	0.0%	4,845	4,700		
01-110-51041	WORKER'S COMPENSATION	2,298	3,233	-28.9%	2,231	13		
01-110-51070	TRANSFER TO HEALTH INSURANCE	45,160	41,055	10.0%	41,055	39,100		
01-110-51071	DENTAL INSURANCE	2,066	2,026	2.0%	1,541	1,644		
01-110-51072	VISION	481	471	2.0%	353	435		
01-110-51073	LIFE	292	286	2.0%	142	231		
01-110-51074	ODJFS	10,000	10,000	0.0%	0	5,858		
01-110-51076	MEDICARE	2,069	3,039	-31.9%	1,926	2,434		
Total Personal Services		\$ 231,001	\$ 305,058	-24.3%	\$ 235,647	\$290,950		
Other Expenditures								
01-110-51180	PRINTING	\$ 2,500	\$ 2,500	0.0%	\$ 340	\$ 1,947		
01-110-51190	CONTRACT PROFESSIONAL	84,000	5,000	1580.0%	-	13,000		Assitant Finance Director and Asset Appraisal.
01-110-51191	INVESTMENT MANAGEMENT	13,000	13,000	0.0%	10,187	12,185	Pays for investment advisors.	
01-110-51192	BANK FEES	35,000	35,000	0.0%	16,193	22,939	Used for bank and credit card fees.	
01-110-51200	TRAINING	2,000	2,000	0.0%	305	100	Training for the Finance Director and Assistant Finance Director	
01-110-51250	ACCOUNTING FEES	12,000	12,000	0.0%	10,700	10,700	Used to pay accountants to assist in preparation of the annual GAAP based financial reports	
01-110-51251	AUDIT FEES	35,000	31,000	12.9%	26,240	-	Used to pay independent auditors.	
01-110-51253	CONTINUING DISCLOSURE	3,500	3,500	0.0%	-	3,000	Pays for assistance in required debt service reporting	
01-110-51280	RITA FEES	247,584	247,584	0.0%	146,974	154,264		
01-110-51281	PROP TAX FEES/REFUNDS	24,688	19,688	25.4%	8,764	12,786	Pays Franklin County for fees related to property tax collections.	
01-110-51283	INSURANCE - CITY	103,000	103,000	0.0%	98,758	93,481	property and casualty insurance	
01-110-51284	PROPERTY TAXES	10,000	10,000	0.0%	-	3,827		Allows for taxes paid on possible property acquisitions
01-110-51310	OFFICE SUPPLIES	1,000	1,000	0.0%	-	327		
01-110-51311	POSTAGE	7,000	7,000	0.0%	3,500	7,000	All City Hall Postage	
01-110-51312	SUBSCRIPTIONS MEETINGS AND MEALS	1,000	1,000	0.0%	58	1,051		
01-110-51320	OPERATING EXPENSES	3,000	2,000	50.0%	1,960	1,635		
Total Other Expenditures		\$ 584,272	\$ 495,272	18.0%	\$ 323,980	\$338,243		
Total Auditor's Office		\$ 815,273	\$ 800,330	1.9%	\$ 559,627	\$629,193		

City Attorney Expenditure Detail

Account	Description	2021		2022 vs 2021	YTD 9/30/21	2020 Actual	Account Notes	2022 Budget Notes
		2022 Budget	Revised Budget					

01-120-51010	RETAINER	\$ 68,640	\$ 66,000	4.0%	\$ 44,693	\$ 57,838	Pays City Attorney retainer	
01-120-51192	APPEALS HEARINGS	25,000	20,000	25.0%	19,443	7,013	Covers legal fees associated with appeals and zoning cases	
01-120-51270	OUTSIDE COUNSEL	50,000	95,000	-47.4%	79,182	35,090	Covers general legal fees associated with outside counsel	Renamed line item from "litigation/special projects"
01-120-51271	AGGREGATION LEGAL	25,000						Reimbursable
Total City Attorney		\$ 168,640	\$ 181,000	-6.8%	\$ 143,317	\$ 99,941		

Civil Service Expenditure Detail

Account	Description	2021		2022	YTD	2020	Account Notes	2022 Budget Notes
		2022	Revised	vs	9/30/21	Actual		
		Budget	Budget	2021				
01-130-51190	SPECIAL COUNSEL	\$ 10,000	\$ 10,000	0.0%	\$ 550	\$ 1,650	Human resource special counsel	
01-130-51191	HUMAN RESOURCE CONTRACT	10,000	3,000	0.0%	563	3,000	Recruiting costs and human resources contracts	
01-130-51320	OPERATING EXPENSES	3,000	3,000	0.0%	665	307	Misc. human resources needs, including testing, background checks, etc.	
Total Civil Service		\$ 23,000	\$ 16,000	0.0%	\$ 1,778	\$ 4,957		

City Council Expenditure Detail

Account	Description	2021		2022	YTD	2020	Account Notes	2022 Budget Notes
		2022	2021	vs	9/30/21	Actual		
Budget	Budget	2021						
Personal Services								
01-150-51011	SECRETARIAL OVERTIME	\$ 2,000	\$ 1,000	100.0%	\$ -	\$ 1,182		
01-150-51020	COUNCIL COMPENSATION	44,520	44,520	0.0%	32,534	44,521		
01-150-51030	OPERS	6,233	6,233	0.0%	4,554	6,241		
01-150-51031	SOCIAL SECURITY	394	394	0.0%	-	-		
01-150-51041	WORKERS COMP	979	979	0.0%	676	329		
01-150-51076	MEDICARE	646	646	0.0%	447	634		
Total Personal Services		\$ 54,771	\$ 53,771	1.9%	\$ 38,211	\$ 52,906		
Other Expenditures								
01-150-51191	ORDINANCE CODIFICATION	\$ 7,500	\$ 4,500	66.7%	\$ 3,685	\$ 4,500	Outside contractor codifies ordinances	
01-150-51320	OPERATING EXPENSES	1,500	1,500	0.0%	706	130	Misc. operating expenses	
01-150-51321	MEETING REFRESHMENTS	500	500	0.0%	247	303	Meeting snacks and drinks	
01-150-51323	SPECIAL EVENTS	1,000	1,000	0.0%	300	-		
Total Other Expenditures		\$ 10,500	\$ 7,500	40.0%	\$ 4,938	\$ 4,933		
Total City Council		\$ 65,271	\$ 61,271	6.5%	\$ 43,149	\$ 57,839		

Court Expenditure Detail

Account	Description	2021		2022	YTD	2020	Account Notes	2022 Budget Notes
		2022	Revised	vs	9/30/21	Actual		
Budget	Budget	2021						
Personal Services								
01-160-51010	SALARY & WAGES	\$ 49,155	\$ 46,912	4.8%	\$ 34,276	\$ 76,801		
01-160-51030	OPERS	6,882	6,568	4.8%	4,799	10,811		
01-160-51041	WORKER'S COMP	792	1,078	-26.6%	744	87		
01-160-51070	TRANSFER TO HEALTH INSURANCE	2,893	2,630	10.0%	2,630	2,505		
01-160-51071	DENTAL INSURANCE	703						
01-160-51072	VISION INSURANCE	163						
01-160-51073	LIFE	99	86	15.5%	43	69		
01-160-51076	MEDICARE	713	680	4.8%	475	115		
Total Personal Services		\$ 61,400	\$ 57,954	5.9%	\$ 42,967	\$ 90,388		
Other Expenditures								
01-160-51190	PROSECUTORS CONTRACT	\$ 47,000	\$ 47,000	0.0%	\$ 24,500	\$ 35,000	Prosecutor to represent City interests at Franklin County courts	
01-160-51192	FR.CO. PUB.DEFENDER	1,000	1,000	0.0%	541	-	Mandatory public defender costs	
01-160-51193	FR. CO. MUNI. COURT	5,000	5,000	0.0%	1,027	2,006	Muni. Court fees	
01-160-51194	MAGISTRATE	7,000	6,500	7.7%	4,725	4,000	Mayor's Court magistrate	
01-160-51195	MAYOR'S COURT PROSECUTOR	12,000	9,000	33.3%	7,085	2,925	Prosecutor to represent City interests at Mayor's Court	
01-160-51196	MAYOR'S COURT PUBLIC DEFENDER	6,000	8,400	-28.6%	2,276	3,975	Public Defender for Mayor's Court	
01-160-51197	VICTIM ADVOCATE	2,000	2,000	0.0%	-	-	Victim Advocate DV cases	
01-160-51230	PRISONER SUSTENANCE	10,000	10,000	0.0%	2,461	6,270	Mandatory costs associated with medical care and prisoner maintenance	
01-160-51310	OFFICE SUPPLIES	2,000	2,000	0.0%	1,866	249	Office supplies associated with Mayor's Court	
01-160-51320	OPERATING	3,500	3,500	0.0%	100	-	Primarily covers tickets, court forms, and other custom stationary required for citations and court operations	
01-160-51321	CLERK TRAINING	2,500	2,000	25.0%	1,285	225	Ongoing training for Mayor's Court clerk	
01-160-51321	PROJECT TAILLIGHT PIOLET	7,500						
Total Other Expenditures		\$ 105,500	\$ 96,400	9.4%	\$ 45,865	\$ 54,650		
Total Mayor's Court								
		\$ 166,900	\$ 154,354	8.1%	\$ 88,832	\$ 145,038		

Development, Communications, and Community Affairs Office Expenditure Detail

Account	Description	2021		2022	YTD 9/30/21	2020 Actual	Account Notes	2022 Budget Notes
		2022 Budget	Revised Budget	vs 2021				
Personal Services								
01-170-51010	SALARIES AND WAGES	\$ 77,294	\$ 55,261	39.9%	\$ 41,655	\$ 56,285	Communications Manager an 1/2 Sustainability ProgramsCoordinator	
01-170-51030	OPERS	10,821	7,737	39.9%	5,815	7,838		
01-170-51041	WORKERS COMP	1,245	405	207.2%	280	33		
01-170-51070	HEALTH INSURANCE TRANSFER	2,789	2,535	10.0%	2,535	2,415		
01-170-51071	DENTAL INSURANCE	689	675	2.0%	514	548		
01-170-51072	VISION INSURANCE	160	157	2.0%	118	145		
01-170-51073	LIFE INSURANCE	97	95	2.0%	47	77		
01-170-51076	MEDICARE	1,121	801	39.9%	582	814		
Total Personal Services		\$ 94,216	\$ 67,668	39.2%	\$ 51,546	\$ 68,155		
Other Expenditures								
01-170-51122	MEMBERSHIPS	\$ 1,500	\$ 1,500	0.0%	\$ 940	\$ 610	MODE, development based organizations	
01-170-51180	MARKETING	6,000	6,000	0.0%	4,140	2,702	Internal and external marketing efforts to promote Bexley	
01-170-51181	NEWSLETTER AND MAILINGS	17,000						
01-170-51321	DEVELOPMENT PROGRAMS	10,000	10,000	0.0%	377	4,389	Façade grants - Main and Cassady	
01-170-51322	INCOME TAX INCENTIVE GRANT	35,000	75,000	-53.3%	0	65,740	1 Grant Recipient Currently Active	
01-170-51323	TAX SHARING	65,000	65,000	0.0%	0	57,503	Income tax sharing with SD from Gateway project	
01-170-51324	MAIN STREET SID	9,000	9,000	0.0%	9,000	9,000	Supporting efforts for East Main Street SID; services for Bexley Main Street	
Total Other Expenditures		\$ 143,500	\$ 166,500	-13.8%	\$ 14,457	\$139,944		
Total Development Office		\$ 237,716	\$ 234,168	1.5%	\$ 66,002	\$208,100		

Technology Department Expenditure Detail

Account	Description	2021		2022	YTD	2020	Account Notes	2022 Budget Notes
		2022	Revised	vs	9/30/21	Actual		
		Budget	Budget	2021				

Personal Services

01-180-51010	SALARIES & WAGES	\$ 86,160	\$ 82,264	4.7%	\$ 61,344	\$ 83,332		
01-180-51011	OVERTIME	2,500	2,500	0.0%	171	372		
01-180-51030	OPERS	12,412	11,867	4.6%	8,475	11,719		
01-180-51041	WORKER'S COMP	1,428	1,318	8.4%	909	107		
01-180-51070	HEALTH INSURANCE TRANSFER	8,662	7,875	10.0%	7,875	7,500		
01-180-51071	DENTAL INSURANCE	936	917	2.0%	698	744		
01-180-51072	VISION	291	286	2.0%	214	264		
01-180-51073	LIFE	97	96	2.0%	47	77		
01-180-51076	MEDICARE	1,286	1,229	4.6%	870	1,187		
Total Personal Services		\$ 113,773	\$ 108,351	5.0%	\$ 80,603	\$ 105,302		

Other Expenditures

01-180-51132	TELECOMMUNICATIONS	\$ 80,000	\$ 73,500	8.8%	\$ 49,234	\$ 72,459	Internet, phone service, mobile phone/data services, other connectivity for the City	
01-180-51140	HARDWARE	25,000	25,000	0.0%	14,289	13,711	PC replacements & upgrades, tablets, audio-video equipment	
01-180-51141	SOFTWARE LICENSING	120,000	110,000	9.1%	81,053	111,105	Software licensing support and services for the entire City	Increase in Software Services: greater number of licenses being utilized, additional functionality in existing products.
01-180-51142	TECHNOLOGY CONSULTANTS	25,000	20,000	25.0%	14,922	20,000	Network/Server auxiliary support	Adding support for when IT Manager is out of office
01-180-51150	COPIER USE/MAINTENANCE	12,500	12,500	0.0%	6,498	8,859	City-wide copier use, support and services	
01-180-51311	CONSUMABLES	2,000	2,000	0.0%	390	54	Printer Ink, media	
01-180-51320	OPERATING EXPENSES	1,000	1,000	0.0%	334	811	Tech related mileage, Shipping expenses	
01-180-51321	TRAINING/TRAVEL	3,000	3,000	0.0%	-	-	Tech Training (for all City employees)	
Total Other Expenditures		\$ 268,500	\$ 247,000	8.7%	\$ 166,720	\$ 226,999		

Total Technology Department	\$ 382,273	\$ 355,351	7.6%	\$ 247,323	\$ 332,301
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Building and Zoning Department Expenditure Detail

Account	Description	2021	2021	2022	YTD	2020	Account Notes	2022 Budget Notes
		Budget	Revised Budget	vs 2021	9/30/21	Actual		
Personal Services								
01-350-51010	SALARY & WAGES	\$ 272,091	\$ 238,015	14.3%	\$ 166,289	\$ 221,125	Building Director, assistant director, code enforcement, seasonal PT code enf.	Includes cross-training allowance for director position
01-350-51030	OPERS	38,093	33,322	14.3%	23,277	30,901		
01-350-51041	WORKER'S COMP	4,383	3,710	18.1%	2,560	300		
01-350-51070	TRANSFER TO HEALTH INSURANCE	56,643	51,494	10.0%	51,494	49,042		
01-350-51071	DENTAL INSURANCE	1,603	1,571	2.0%	1,195	1,275		
01-350-51072	VISION	516	506	2.0%	379	467		
01-350-51073	LIFE	463	454	2.0%	230	374		
01-350-51076	MEDICARE	3,945	3,451	14.3%	1,331	1,718		
Total Personal Services		\$ 377,737	\$ 332,523	13.6%	\$ 246,802	\$ 305,202		
Other Expenditures								
01-350-51120	TRAVEL/MEETINGS	950	950	0.0%	30	-	Primarily covers annual OKI conference.	
01-350-51141	ABATEMENT SERVICES	6,000	5,000	20.0%	4,175	4,562	Code enforcement direct bill of services in cases of non-compliance. Gets assessed if not paid.	
01-350-51180	PRINTING	500	500	0.0%	-	83	Violation notices, letterhead, etc.	
01-350-51190	BUILDING OFFICIAL AND INSPECTION SERVICES.	100,000	195,000	-48.7%	131,983	174,699	Contracted building official and inspectors;	
01-350-51191	DESIGN REVIEW AND PLANNING	95,000					design consultants; planning consultant; landscape consultant; minute clerk; legal counsel relating to applications; engineers; special projects (i.e. design guideline development)	
01-350-51310	OFFICE SUPPLIES	-	-		-	96	Supplies related to code enforcement and building department needs	Office supplies will now be paid out of Mayor/City Hall budget
01-350-51320	OPERATING EXPENSES	500	500	0.0%	-	417		
01-350-51321	DEPOSIT REFUNDS	2,000	2,000	0.0%	-	-	Provides for refunds in instances where necessary	
Total Other Expenditures		\$ 204,950	\$ 203,950	0.5%	\$ 136,188	\$ 179,856		
Total Building Department		\$ 582,687	\$ 536,473	8.6%	\$ 382,989	\$ 485,058		

Senior Programs Expenditure Detail

Account	Description	2021		2022	YTD	2020	Account Notes	2022 Budget Notes
		2022	2021	vs	9/30/21	Actual		
		Budget	Revised Budget	2021				
Personal Services								
01-355-51010	SALARY & WAGES	\$ 78,957	\$ 76,018	3.9%	\$ 45,301	\$ 59,973	Senior Coordinator and PT Volunteer Coordinator	
01-355-51030	OPERS	11,054	10,643	3.9%	6,342	8,477		
01-355-51041	WORKER'S COMP	1,272	1,063	19.6%	734	86		
01-355-51070	TRANSFER TO HEALTH	11,846	10,769	10.0%	10,769	10,256		
01-355-51071	DENTAL	270	265	2.0%	201	215		
01-355-51072	VISION	79	78	2.0%	58	72		
01-355-51073	LIFE	96	94	2.0%	46	76		
01-355-51076	MEDICARE	1,145	1,102	3.9%	538	1,087		
	Total Personal Services	\$ 104,718	\$ 100,031	4.7%	\$ 63,990	\$ 80,241		
Other Expenditures								
01-355-51131	UTILITIES/ELEC	1,500						420 N. Cassady Estimate
01-355-51132	UTILITIES/GAS	1,500						420 N. Cassady Estimate
01-355-51133	CLEANING SUPPLIES	1,000						420 N. Cassady Estimate
01-355-51134	REPAIR/MAINTENANCE	1,500						420 N. Cassady Estimate
01-355-51135	PROFESSIONALS	60,000						This expense will be offset by revenue.
01-355-51310	OFFICE SUPPLIES	\$ 1,200	\$ 750	60.0%	\$ -	\$ 99	Paper products & office supplies	
01-355-51320	OPERATING EXPENSES	3,000	2,040	47.1%	304	304	Stamps, event tickets, 4th of July supplies	
01-355-51321	SENIOR CENTER DUE DILIGENCE	20,000	-		-	-	Feasibility and design studies for senior center concept(s)	Abandoning prior appropriation. Not a new expense.
01-355-51322	SOCIAL SERVICE NAVIGATORS PILOT PROGRAM	2,500	10,500	-76.2%	-	578	Contract with JFS to assist seniors and caretakers with social service needs	
01-355-51323	VOLUNTEER SERVICES	3,000	3,000	0.0%	-	31	Background checks for volunteers	
01-355-51324	MAILINGS	2,500	2,500	0.0%	-	-	Newsletters and routine mailings	
01-355-51325	TRAVEL AND MEETINGS	1,500	1,500	0.0%	-	-	Annual conference expenses	
	Total Other Expenditures	\$ 99,200	\$ 20,290	388.9%	\$ 304	\$ 1,012		
Total Seniors Programs		\$ 203,918	\$ 120,321	69.5%	\$ 64,294	\$ 81,253		

Boards and Commissions Expenditure Detail

Account	Description	2021		vs	YTD	2020	Account Notes	2022 Budget Notes
		2022 Budget	2021 Revised Budget					

Personal Services

01-600-51011	PART TIME / OVERTIME MINUTES	\$ 7,000	\$ 3,000	133.3%	\$ 6,260	\$ 2,764		
01-600-51030	OPERS	420	2,686	-84.4%	876	1,081		
01-600-51041	WORKERS COMP	113	22	412.5%	15	2		
01-600-51076	MEDICARE	44	22	97.7%	72	96		
Total Personal Services		\$ 7,576	\$ 5,730	32.2%	\$ 7,224	\$ 3,943		

Other Expenditures

01-600-51190	TREE COMMISSION	\$ 7,500	\$ 7,500	0.0%	\$ -	\$ 5,407	Landscape design services for projects overseen by Tree Commission	Interchang Ramps Landscape Plans
01-600-51192	BZAP	1,000	1,000	0.0%	-	-	Meeting expenses	
01-600-51193	ARCHITECTURAL REVIEW BOARD	1,000	1,000	0.0%	-	-	Meeting expenses	
01-600-51195	DIVERSITY AND INCLUSION	10,000	10,000	0.0%	864	9,989		
01-600-51196	CHARTER REVIEW COMMISSION		2,500	-100.0%	2,263	208		
01-600-51321	MEALS AND REFRESHMENTS	1,000	1,000	0.0%	-	92	Meeting snacks, drinks, educational events, annual holiday party	
01-600-51322	TRAINING	2,500	2,500	0.0%	-	-	Ethics training, sunshine law, retreat training, etc	
Total Other Expenditures		\$ 23,000	\$ 25,500	-9.8%	\$ 3,127	\$ 15,697		

Total Boards and Commissions	\$ 30,576	\$ 31,230	-2.1%	\$ 10,351	\$ 19,640
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Police Department Expenditure Detail

Account	Description	2022 Budget	2021 Revised Budget	2022 vs 2021	YTD 9/30/21	2020 Actual	Account Notes	2022 Budget Notes
Personal Services								
01-200-51010	SALARY & WAGES	\$4,311,412	\$ 4,121,932	4.6%	\$3,063,698	\$4,124,365		
01-200-51011	OVERTIME	215,000	215,000	0.0%	114,475	104,914		
01-200-51012	RETIREMENT AND SEVERENCE ALLOCATI	50,000						
01-200-51013	COMMUNITY HOUSING STIPEND	36,000						
01-200-51030	OPERS	83,724	79,843	4.9%	66,947	86,555		
01-200-51041	WORKER'S COMP	73,072	65,085	12.3%	44,916	5,263		
01-200-51060	UNIFORM ALLOWANCE	42,500	42,500	0.0%	30,719	37,455	26 Patrol \$31200, 4 Detective \$5700, 2 Exec \$2400, 4 FT Disp \$2000 4 PT Disp \$1000, 1 ACO \$600, 3 Civ\$1460	
01-200-51070	TRANSFER TO HEALTH INSURANCE	579,844	579,844	0.0%	579,844	552,232		
01-200-51071	DENTAL INSURANCE	23,377	23,377	0.0%	17,780	19,012		
01-200-51072	VISION	6,101	6,101	0.0%	4,566	5,684		
01-200-51073	LIFE	6,444	6,444	0.0%	3,260	5,204		
01-200-51076	MEDICARE	65,778	62,886	4.6%	43,978	59,137		
Total Personal Services		\$5,493,251	\$ 5,203,010	5.6%	\$3,970,182	\$4,999,822		
Other Expenditures								
01-200-51190	CONTRACT/LEADS/911	\$ 83,450	\$ 70,950	17.6%	\$ 45,313	\$ 63,659	Per E. McGuinness, additional \$12,500 needed for 911 upgrade	
01-200-51210	TRAINING	35,000	35,000	0.0%	21,238	23,333		
01-200-51213	PUBLIC SAFETY PROGRAM	6,000	6,000	0.0%	3,396	1,866	Safety Town, CPA classroom, Block Watch, RAD, Street Smart, Halloween T-shirts.	
01-200-51214	COMMUNITY PRIORGRAMMING	20,000	20,000	0.0%	3,374			
01-200-51240	TOWING	1,000	1,000	0.0%	110	150		
01-200-51310	OFFICE SUPPLIES	7,200	7,200	0.0%	2,882	5,753		
01-200-51320	OPERATING EXPENSES	20,000	37,500	-46.7%	13,021	16,346		
01-200-51321	ANIMAL CONTROL EXP	2,000	2,000	0.0%	806	1,637		
	UTILITIES	55,000						
01-200-51323	BUILDING MAINTENANCE	67,000	113,250	-40.8%	66,378	103,845		
01-200-51324	MEETING REFRESHMENTS	1,500	1,500	0.0%	129	262		
01-200-51325	OPERATING SUPPLIES	16,500	16,500	0.0%	10,994	14,346		
01-200-51326	PATROL EQUIPMENT	21,000	21,000	0.0%	8,361	19,696	ballistic vests & speed plates; bike patrol; tactical gear; range; badges; initial issue equipment.	
01-200-51330	REPAIR/MAINT/CONT.	28,585	28,585	0.0%	9,883	26,624		
01-200-51610	TRANSFER TO POLICE PENSION		190,992	-100.0%	190,992	188,271		
Total Other Expenditures		\$ 364,235	\$ 551,477	-34.0%	\$ 376,878	\$ 465,787		
Total Police Department		\$ 5,857,486	\$ 5,754,487	1.8%	\$ 4,347,060	\$ 5,465,608		

Fire Contract Expenditure Detail

Account	Description	2022		2022	YTD	2020		Account Notes	2022 Budget Notes
		Budget	Actual	vs 2021		9/30/21	Actual		
01-250-51190	CONTRACT/FIRE	\$2,527,575	\$ 2,475,974	2.1%	\$ 2,475,974	\$2,475,974			
Total Fire Contract		\$2,527,575	\$ 2,475,974	2.1%	\$ 2,475,974	\$2,475,974			

Disaster and Emergency Expenditure Detail

Account	Description	2021		2022 vs 2021	YTD 9/30/21	2020 Actual	Account Notes	2022 Budget Notes
		2022 Budget	Revised Budget					
01-255-51010	COVID - 19 WAGES	\$ -	-	#DIV/0!	\$ 11,456	\$ 58,961		
01-255-51174	ODJFS	-	-	#DIV/0!	-	24,660		
01-255-51190	CONTRACT	19,500	19,500.00	-	17,419	17,674		
01-255-51320	COVID-19	-	-	#DIV/0!	-	30,001		
Total Disaster and Emergency		\$ 19,500	\$ 19,500	0.0%	\$ 28,875	\$ 131,296		

Street Lighting Expenditure Detail

Account	Description	2022	2021	2022	YTD	2020	Account Notes	2022 Budget Notes
		Budget	Revised Budget	vs 2021	9/30/21	Actual		
Personal Services								
01-340-51010	SALARY & WAGES	\$ 53,129	\$ 51,620	2.9%	\$ 37,258	\$ 43,231		Lower paid employee allocated to this account.
01-340-51011	OVERTIME	1,000	1,000	0.0%	1,322	766		
01-340-51030	OPERS	11,563	11,313	2.2%	8,194	8,305		Increase based on AFSCME contract.
01-340-51041	WORKER'S COMP	872	952	-8.5%	657	77		
01-340-51070	TRANSFER TO HEALTH INSURANCE	19,451	17,683	10.0%	17,683	16,841		
01-340-51071	DENTAL	688	675	2.0%	513	547		
01-340-51072	VISION	181	177	2.0%	133	164		
01-340-51073	LIFE	96	94	2.0%	48	77		
01-340-51076	MEDICARE	785	763	2.9%	521	574		
Total Personal Services		\$ 87,764	\$ 84,278	4.1%	\$ 66,329	\$ 70,583		
Other Expenditures								
01-340-51130	UTILITY	\$ 100,000	\$ 100,000	0.0%	\$ 38,134	\$ 99,963	Street lights, traffic signals, school flashers, and landscape accent lights.	Renegotiated rates in 2019. maintained 95% renewable contract
01-340-51330	REPAIR/MAINTENANCE SUPPLIES	100,000	90,000	11.1%	62,213	81,460	Repair/replacement of many deteriorating (paint faded/chipping, rusted through, etc.) steel street light bases and poles with new fiberglass ones, as well as fixtures (ballasts, globes, wiring, etc.) throughout the City. General upkeep of landscape lighting throughout the City (Main and Broad Street medians, various gateways, Jeffrey Mansion entryway, etc.).	There will be an end of year in expenditures for supplies.
01-340-51331	TRAFFIC & SAFETY STUDIES	21,000	21,000	0.0%	19,309	21,000	Requirement of City to have an International Municipal Signal Association (IMSA) certified Traffic Signal Field Technician Level II or higher conduct an annual inspection on all of the City's existing traffic signals (controllers, monitors, timing, etc.) Expert analysis of traffic signals, lighting, signage, etc. within the City.	
01-340-51332	TRAFFIC MONITORING & MAINTENANCE	15,000	15,000	0.0%	13,027	15,000	Expert analysis of traffic signal equipment (City of Columbus contract, controllers, conflict monitors, etc.).	
01-340-51333	ALLEY LIGHTING ENHANCEMENT	20,000	15,000	33.3%	13,821	20,000	Replacement and or installation of new light-emitting diode (LED) alley light fixtures.	Projects determined in conjunction with Bexley P.D.
Total Other Expenditures		\$ 256,000	\$ 241,000	6.2%	\$ 146,505	\$237,423		
Total Street Lighting		\$ 343,764	\$ 325,278	5.7%	\$ 212,833	\$308,006		

Health Department Expenditure Detail

Account	Description	2021		2022		YTD 9/30/21	2020 Actual	Account Notes	2022 Budget Notes
		2022 Budget	Revised Budget	vs	2021				
01-400-51190	MOSQUITO CONTRACT	\$ 7,460	\$ 7,460	0.0%	\$ 4,402	\$ 7,460			
01-400-51194	FRANKLIN COUNTY HEALTH	124,593	122,150	2.0%	122,150	118,734			Per quote letter from the County
01-400-51350	OPERATING EXPENSES								
Total Health Department		\$ 132,053	\$ 129,610	1.9%	\$ 126,552	\$ 126,194			

Service Administration Expenditure Detail

Account	Description	2022 Budget	2021	2022	YTD 9/30/21	2020		Account Notes	2022 Budget Notes
			Revised Budget	vs 2021		Actual			
Personal Services									
01-300-51010	SALARIES & WAGES	\$ 132,033	\$ 124,433	6.1%	\$ 73,103	\$ 55,111		1/3 of Service Director and 1/3 Admin.	Includes Right-of-Way Coordinator position
01-300-51030	OPERS	18,485	17,421	6.1%	10,234	7,716			
01-300-51041	WORKER'S COMP	2,127	2,489	-14.5%	1,717	159			
01-300-51050	UNIFORM ALLOWANCE	25,000	25,000	0.0%	11,166	16,833			
01-300-51070	TRANSFER TO HEALTH INSURANCE	19,874	18,067	10.0%	18,067	5,778			
01-300-51071	DENTAL INSURANCE	721	707	2.0%	538	354			
01-300-51072	VISION	181	177	2.0%	133	89			
01-300-51073	LIFE	122	120	2.0%	59	60			
01-300-51076	MEDICARE	1,914	1,804	6.1%	1,006	793			
01-300-51110	SERVICE DIRECTOR CAR ALLOWANCE	5,000							
	Total Personal Services	\$ 205,457	\$ 190,218	8.0%	\$ 116,024	\$ 86,893			
Other Expenditures									
01-300-51120	TRAVEL/MEETINGS	250	250	0.0%	168	-		Airfare, parking lodging, etc.	
01-300-51121	MEETING MEALS AND REFRESHMENTS	750	750	0.0%	660	46		Various city/staff meetings as well as out town seminars/conferences when not expressly covered.	
01-300-51170	Advertising	1,000	1,000	0.0%	275	-		Job postings for permanent full time employees, seasonal employees, public notifications and advertisements relating to city projects, etc.	
01-300-51180	PRINTING	500	500	0.0%	321	391		Brochures, flyers, door tags, etc.	
01-300-51300	DRUG TESTING	\$1,500.00	1,000.00	50.0%	740.00	\$934.00		Required of all new hires as well as all current employees who have a Commercial Drivers License (CDL) per the Department of Transportation (DOT). Ohio Bureau of Motor Vehicles (OBMV) and Federal Bureau of Investigation (FBI) background checks for seasonal and new hires.	
01-300-51310	OFFICE SUPPLIES	\$1,000.00	500.00	100.0%	500.00	\$462.82		Pens, paper, staples, etc.	
new line item	RIGHT OF WAY OPERATING	\$5,000.00						Right of Way Coordinator expenses and operating supplies	
new line item	MORPC INVOICE	\$15,000.00						To cover yearly invoice from MORPC for street projects.	
01-300-51320	OPERATING EXPENSES	\$2,000.00	2,000.00	0.0%	\$2,056.38	\$1,328.80		Property notifications (letters, surveys, etc.), postage, etc.	
01-300-51321	TRAINING - UNION	\$2,000.00	3,000.00	-33.3%	1,919.00	\$2,013.88		Seminar/conference registration fees	
01-300-51322	TRAINING - NON UNION	2,500	2,000	25.0%	70	782		Seminar/conference registration fees	
Total Other Expenditures		\$ 31,500	\$ 11,000	186.4%	\$ 6,709	\$ 5,959			
Total Service Department		\$ 236,957	\$ 201,218	17.8%	\$ 122,733	\$ 92,851			

State Highway/ Street Fund Transfers

Account	Description	2022	2021	2022	YTD	2020	Account Notes	2022 Budget Notes
		Budget	Revised Budget	vs 2021	9/30/21	Actual		
01-300-51610	HIGHWAY/STREET FUND TRANSFER	\$ 66,000	\$ 66,000	0.0%	\$ 66,000	\$ 66,000		
Total Street Fund Transfer		\$ 66,000	\$ 66,000	0.0%	\$ 66,000	\$ 66,000		

Vehicle and Grounds Maintenance and Urban Forestry

Account	Description	2022 Budget	2021 Revised Budget	2022 vs 2021	YTD 9/30/21	2020 Actual	Account Notes	2022 Budget Notes
Personal Services								
01-320-51010	SALARY & WAGES	\$ 587,108	\$ 553,090	6.2%	\$ 403,119	\$ 534,577	Assistant Service Director, grounds maintenance employees, garage maintenance employees	
01-320-51011	OVERTIME	10,000	10,000	0.0%	2,569	45		
01-320-51012	SEASONALS	28,000	28,000	0.0%	-	336	Budget based on three (3) seasonal employees working twenty (20) weeks per year painting street lights, hydrants and sign at \$14.00 per hour.	
01-320-51013	PARKS OVERTIME	10,000	36,800	-72.8%	6,213	2,937		
01-320-51014	PARKS SEASONALS	28,000	1,200	2233.3%	1,200	17,617	Budget based on three (3) seasonal employees working twenty (20) weeks per year doing grounds and tree maintenance and tree watering, \$14.00 per hour.	
01-320-51030	OPERS	142,568	142,779	-0.1%	83,423	104,955		
01-320-51041	WORKER'S COMP	10,681	10,564	1.1%	7,291	1,200		
01-320-51070	TRANSFER TO HEALTH INSURANCE	113,426	103,115	10.0%	103,115	98,205		
01-320-51071	DENTAL INSURANCE	3,836	3,761	2.0%	2,861	3,227		
01-320-51072	VISION	757	742	2.0%	555	736		
01-320-51073	LIFE	566	555	2.0%	276	448		
01-320-51076	MEDICARE	9,629	9,629	0.0%	5,805	7,769		
Total Personal Services		\$ 944,573	\$ 900,236	4.9%	\$ 616,426	\$ 772,052		
Other Expenditures								
01-320-51131	UTILITIES	\$ 20,000	\$ 20,000	0.0%	\$ 20,594	\$ 19,534	Service Department site including 2777 Delmar Drive space and Delmar.	
01-320-51140	REPAIR/MAINTENANCE	12,000	12,000	0.0%	9,179	12,000	Basic facility upkeep costs (Heating, Ventilation and Air Conditioning (HVAC) maintenance, fire extinguisher inspections, pest control, etc.) performed on an annual, quarterly, monthly, etc. basis.	
01-320-51190	Contractual work	65,000	500	12900.0%	-	-	Expert analysis of city trees (hazard mitigation, pest and disease identification and treatments, etc.).	
01-320-51191	TURF MAINTENANCE	70,000	140,000	-50.0%	109,233	65,000	Mowers, trailers, contractual work (flower bed planting, maintenance and fall cleanup) and street scaping.	
01-320-51320	OPERATING EXPENSES	20,000	20,000	0.0%	20,000	19,887	Custodial and matt services, first aid supplies.	
01-320-51321	OPERATING EXPENSES PARKS AND URBAN FORESTRY	10,500	10,500	0.0%	5,436	10,500	Herbicides, pesticides, mowers and chainsaw parts, etc.	
01-320-51330	REPAIR/MAINTENANCE.SUPPLIES	18,500	18,500	0.0%	14,189	18,500	Basic upkeep costs of City properties located on Delmar Drive, which are not expressly covered under a professional services contract.	
01-320-51331	REPAIR/MAINTENANCE PARKS AND URBAN FORESTRY	7,000	7,000	0.0%	2,953	5,937	Specific to grounds and facility areas utilized by Parks and Urban Forestry Department.	
01-320-51332	VEHICLE MAINTENANCE	125,000	120,000	4.2%	90,864	109,023	Vehicle maintenance for all departments (Police, Parks & Recreation, Code Enforcement, etc.).	
01-320-51340	SMALL TOOLS AND EQUIPMENT	10,000	7,000	42.9%	6,270	6,357	Parks and Urban Forestry equipment (weed eaters, edger's, pruners, etc.).	
01-320-51360	FUEL	125,000	80,000	56.3%	64,182	75,454	Gasoline and Diesel (Police cruiser and Suburban Utility Vehicles (SUVs), Parks and Recreation pickup trucks and gators, Code Enforcement pickup truck, utility/bucket trucks, chipper, etc.).	
01-320-51370	TREES/LANDSCAPING	66,625	66,625	0.0%	13,965	6,647	Replacement plant material and contractual labor.	
Total Other Expenditures		\$ 549,625	\$ 502,125	9.5%	\$ 356,865	\$ 348,839		
Total Maintenance and Parks		\$ 1,494,198	\$ 1,402,361	6.5%	\$ 973,290	\$ 1,120,891		

Jeffrey Mansion Expenditure Detail

Account	Description	2021		2022 vs 2021	YTD 9/30/21	2020 Actual	Account Notes	2022 Budget Notes
		2022 Budget	Revised Budget					
Personal Services								
01-540-51010	SALARY & WAGES	\$ 68,986	\$ 63,238	9.1%	\$ 40,235	\$ 38,208	1-Custodian, 1-Full-Time Service Worker (20%), 1-Full-Time Service Worker (67%)	Same Levels at 2020
01-540-51011	OVERTIME	5,500	5,500	0.0%	9	58		
01-540-51030	OPERS	16,015	14,779	8.4%	8,638	7,551		
01-540-51041	WORKER'S COMP	1,111	1,657	-32.9%	1,143	135		
01-540-51050	UNIFORM ALLOWANCE	1,400	1,400	0.0%	173	1,400		Two Staff Members (Custodian & Service Worker)
01-540-51070	TRANSFER TO HEALTH INSURANCE	33,218.25	30,198	10.0%	30,198	28,760		
01-540-51071	DENTAL INSURANCE	935.58	917	2.0%	698	744		
01-540-51072	VISION	179.35	176	2.0%	132	162		
01-540-51073	LIFE	194.84	191	2.0%	95	154		
01-540-51076	MEDICARE	1,080	997	8.4%	531	554		
Total Personal Services		\$ 128,620	\$ 119,053	8.0%	\$ 81,851	\$ 77,727		
Other Expenditures								
01-540-51131	UTILITIES/ELEC.	\$ 21,700	\$ 30,000	-27.7%	\$ 24,053	\$ 11,917	AEP Bills for the Mansion	We had to move money into electric to cover increased costs in 2021. Due to construction, this past winter, the central heat was not operational. As a result, large electric heaters were brought in which aused a dramatic increase in electric use.
01-540-51133	UTILITIES/GAS	9,300	5,000	86.0%	2,349	5,814	Columbia Gas Bills for the Mansion	Increase for Inflation
01-540-51190	CONTRACTS	35,350	35,350	0.0%	13,544	8,326	HV/AC, ProGuard,	
01-540-51192	LEAD PAINT MONITORING	3,000	3,000	0.0%	-	600	Testing of preschool rooms for lead dust (preventative in nature)	Preschool footprint hasn't changed
01-540-51320	OPERATING EXPENSES	14,500	14,000	3.6%	10,324	9,150	Bathroom supplies, light bulbs, paint, filters, Flooring work	Increase for Inflation
01-540-51321	CLEANING SUPPLIES	11,200	11,200	0.0%	3,915	4,147	Cleaning Supplies for the Mansion	
01-540-51330	REPAIR/MAINT. SUPPLIES	22,950	12,950	77.2%	9,423	5,524	Welding on stair railing, supplies to fix issues with building hardware, HV/AC	Continued issues with the HV/AC individual units. This will continue to get worse as we our units age.
01-540-51332	FIRE SUPPRESSION /LIFE SAFETY	4,020	4,020	0.0%	2,454	1,736	Security Monitoring, Fire suppression inspections	
Total Other Expenditures		\$ 122,020	\$ 115,520	5.6%	\$ 66,062	\$ 47,213		
Total Jeffrey Mansion		\$ 250,640	\$ 234,573	6.8%	\$ 147,913	\$124,940		

Parks Expenditure Detail

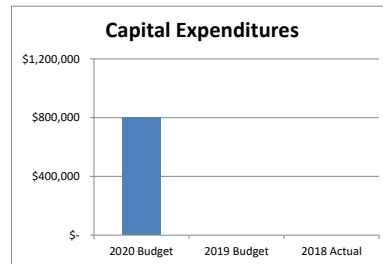
Account	Description	2022	2021	2022	YTD	2020	Account Notes	2022 Budget Notes
		Budget	Budget	vs 2021	9/30/21	Actual		
Personal Services								
01-570-51010	SALARY & WAGES	\$ 179,149	\$ 170,138	5.3%	\$ 143,577	\$163,832	1-Supervisor, 1-Full-Time Service Worker (33%), 1-Full-Time Service Worker (80%), 1-Full-Ground Maintenance Worker	Same Levels at 2020
01-570-51011	OVERTIME	12,000	12,000	0.0%	8,784	13,275		
01-570-51012	SEASONAL	12,000	8,000	50.0%	-	3,985		
01-570-51030	OPERS	42,777	34,337	24.6%	25,558	30,076		
01-570-51041	WORKER'S COMP	3,272	2,365	38.4%	1,632	191		
01-570-51050	UNIFORM ALLOWANCE	2,100	2,100	0.0%	1,095	1,380		3 Staff Members (Supervisor, Grounds Maintenance & Service Worker)
01-570-51070	TRANSFER TO HEALTH INSURANCE	16,912	15,375	10.0%	15,375	14,642		
01-570-51071	DENTAL INSURANCE	479	469	2.0%	357	381		
01-570-51072	VISION	479	469	2.0%	118	146		
01-570-51073	LIFE	479	469	2.0%	78	128		
01-570-51076	MEDICARE	2,946	2,757	6.8%	2,170	2,525		
Total Personal Services		\$ 272,593	\$ 248,481	9.7%	\$ 198,743	\$230,561		
Other Expenditures								
01-570-51131	UTILITIES/ELEC.	\$ 1,900	\$ 2,920	-34.9%	\$ 1,103	\$ 594	Park Lights	Increased Electric for new garage
01-570-51190	CONTRACTS	4,050	3,200	26.6%	2,802	2,744	Portable Restrooms	Increase accounts for pest control at new garage.
01-570-51191	PARKS PLANNING	80,000						
01-570-51320	OPERATING EXPENSES	19,000	21,500	-11.6%	17,552	18,184	Keys, nets, medical supplies, paint, picnic tables, pavers	Still have some ongoing Garage costs. Money had been moved into this account. Original 2021 Budget - \$14k
01-570-51321	SMALL TOOLS AND EQUIPMENT	1,100	1,100	0.0%	1,100	-		
01-570-51330	REPAIR/MAINT. SUPPLIES	10,500	10,500	0.0%	8,584	4,690	Utility vehicle repairs, playground equipment repairs	
01-570-51350	ATHLETIC FIELD MAINTENANCE	25,000	20,100	24.4%	13,208	18,806	field paint, turf rehab,	Commonwealth West Project - Increased maintenance level
01-570-51370	LANDSCAPING	14,000	7,500	86.7%	5,369	1,212	Plant material, playground mulch	Adding playground mulch into our budget (Coming out of Service Parks Budget). Plus additional support for Bexley Bloomers Efforts.
01-570-51440	STAGE AND TENT		8,089	-100.0%	-			
Total Other Expenditures		\$ 155,550	\$ 74,909	107.7%	\$ 49,718	\$ 46,231		
Total Jeffrey Park		\$ 428,143	\$ 323,390	32.4%	\$ 248,461	\$276,791		

Recreation Fund Transfer

Account	Description	2021		2022		YTD 9/30/21	2020 Actual	Account Notes	2022 Budget Notes
		2022 Budget	Revised Budget	vs 2021					
01-540-51610	RECREATION FUND TRANSFER	\$ 90,000	\$ 90,000	0.0%	\$ 90,000	\$240,000			
Total Recreation Fund Transfer		\$ 90,000	\$ 90,000	0.0%	\$ 90,000	\$240,000			

Capital Expenditures Detail

Account	Description	2022 Budget	2021 Revised Budget	2022 vs 2021	YTD 9/30/21	2020 Actual	Account Notes	2022 Budget Notes
01-960-51612	TRANSFER TO CAPITAL IMPROVEMENTS FUND	\$ 800,000	\$ 800,000	0.0%	\$ 150,000	\$ 800,000		
Total Capital Expenditures		\$ 800,000	\$ 800,000	0.0%	\$ 150,000	\$ 800,000		



State Highway Fund

This fund is used for maintenance of state highways which run through Bexley. It is typically used only for road salt and overtime.

	2022	2021	2022	YTD	2020
	Budget	Revised Budget	vs 2021	9/30/21	Actual
Revenue					
Auto License Tax 7.5%	\$ 4,384	\$ 4,634	-5.4%	\$ 3,643	\$ 4,384
Gasoline Excise and License Tax 7.5%	84,800	84,800	0.0%	31,720	84,800
Interest	898	898	0.0%	421	898
Total Revenue	\$ 90,082	\$ 90,332	-0.3%	\$ 35,784	\$ 90,082
Expenditures					
Operating Expenses	\$ 77,412	\$ 67,452	14.8%	\$ 56,122	\$ 59,456
Total Expenditures	\$ 77,412	\$ 67,452	14.8%	\$ 56,122	\$ 59,456
Revenues Over(Under) Expenditures	\$ 22,880	\$ 22,880		\$ (20,338)	\$ 30,626
Other Financing Sources					
BWC Rebate		\$ 813	-100.0%	\$ 813	
Other Financing Uses					
Prior Year Encumbrances					
Total Other Uses	\$ -	\$ -		\$ -	\$ -
Beginning Fund Balance					
Net Increase (Decrease)	\$ 121,150	\$ 97,457	24.3%	\$ 97,457	\$ 66,831
	23,693	23,693		(19,525)	30,626
Ending Fund Balance	\$ 144,843	\$ 121,150	19.6%	\$ 77,932	\$ 97,457

State Highway Expenditure Detail

Account	Description	2022 Budget	2021 Revised Budget	2022 vs 2021	YTD 9/30/21	2020 Actual	Account Notes	2022 Budget Notes
Personal Services								
02-375-51011	OVERTIME	\$ 10,000	\$ 10,000	0.0%	\$ 10,000	\$ 8,332		
02-375-51030	OPERS	2,250	2,250	0.0%	2,250	1,502		
02-375-51041	WORKERS COMP	162	202	-19.8%	139	2		
	Total Personal Services	\$ 12,412	\$ 12,452	-0.3%	\$ 12,389	\$ 9,837		
Other Expenditures								
02-375-51320	Operating Expenses	\$ 65,000	\$ 55,000	18.2%	\$ 43,733	\$ 49,619	Used for the purchase of rock salt, gasoline, concrete, asphalt and related State Highway expenditures repairs materials..	Increase due to State gasoline tax increase and electric vehicle surcharge.
		\$ 65,000	\$ 55,000	18.2%	\$ 43,733	\$ 49,619		
Total State Highway		\$ 77,412	\$ 67,452	14.8%	\$ 56,122	\$ 59,456		

Street Maintenance Fund

This fund is used for routine maintenance of Bexley City Streets, including cleaning and lighting. The largest expense for this fund is salaries and wages of Street Department Employees.

	2022	2021		2022	YTD	2020
	Budget	Revised Budget	vs 2021	930/2021	Actual	
Revenue						
Auto License Tax 92.5%	\$ 61,000	\$ 61,000	0.0%	\$ 38,743	\$ 54,071	
Gasoline Excise Tax 92.5%	465,000	465,000	0.0%	391,221	465,625	
Permissive Tax (State)	80,000	80,000	0.0%	68,134	76,711	
Permissive Tax (County)	47,000	47,000	0.0%	45,499	45,648	
Interest	3,000	3,000	0.0%	1,312	2,516	
Total Revenue	\$ 656,000	\$ 656,000	0.0%	\$ 544,909	\$ 644,571	
Expenditures						
Street Maintenance	\$ 847,342	\$ 930,499	-8.9%	\$ 639,696	\$ 812,972	
Total Expenditures	\$ 847,342	\$ 930,499	-8.9%	\$ 639,696	\$ 812,972	
Revenues Over(Under) Expenditures	\$ (191,342)	\$ (274,499)		\$ (94,788)	\$ (168,401)	
Other Financing Sources						
Transfer From General Fund	\$ 191,342	\$ 66,000	189.9%	\$ 66,000	\$ 66,000	
CARES Reimbursement					36,939	
BWC Rebate		14,004		14,004	3,665	
Total Other Sources	\$ 191,342	\$ 80,004	139.2%	\$ 80,004	\$ 106,604	
Other Financing Uses						
Prior Year Encumbrances		\$ 12,339	-100.0%	\$ 8,100	\$ 18,035	
	\$ -	\$ 12,339	-100.0%	\$ 8,100	\$ 18,035	
Beginning Balance						
Net Increase (Decrease)	\$ 23,036	\$ 229,870	-90.0%	\$ 229,870	\$ 309,702	
	0	(206,834)		(22,884)	(79,832)	
Ending Cash Balance	\$ 23,036	\$ 23,036	0.0%	\$ 206,986	\$ 229,870	

Street Maintenance Expenditure Detail

Account	Description	2022 Budget	2021 Revised Budget	2022 vs 2021	YTD 9/30/21	2020 Actual	Account Notes	2022 Budget Notes
Personal Services								
03-380-51010	SALARY & WAGES	\$ 348,676	\$ 442,631	-21.2%	\$ 288,327	\$407,269	Street department supervisor and employees	
03-380-51011	OVERTIME	18,000	18,000	0.0%	8,023	3,309	Snow plowing, etc.	
03-380-51030	OPERS	78,835	99,036	-20.4%	58,100	74,184		Under-allocated in 2020; increase reflects correction
03-380-51041	WORKERS COMP	5,906	3,478	69.8%	2,401	281		
03-380-51070	TRANSFER TO HEALTH INSURANCE	59,082	53,711	10.0%	53,711	51,153		
03-380-51071	DENTAL	2,282	2,237	2.0%	1,601	1,815		
03-380-51072	VISION	250	245	2.0%	183	226		
03-380-51073	LIFE	573	562	2.0%	284	463		
03-380-51076	MEDICARE	5,317	6,679	-20.4%	4,268	5,981		
Total Personal Services		\$ 518,921	\$ 626,578	-17.2%	\$ 416,899	\$544,681		
Other Expenditures								
03-380-51190	CONTRACT/PROFESSIONAL	\$ 6,000	\$ 6,000	0.0%	\$ -	\$ 6,000	Major roadway/sign repairs.	
03-380-51193	CURB REPLACEMENT	2,000	2,000	0.0%	2,000	1,837	Forms, pins, concrete, finishing tools, etc.	
03-380-51320	OPERATING EXPENSES	110,000	100,500	9.5%	100,180	108,963	Paver, rollers, heat welder, plate compactor, etc.	
03-380-51321	WEED CONTROL - CURBS	2,000	2,000	0.0%	-	-	Herbicide applications.	
03-380-51330	REPAIR/MAINTENANCE SUPPLIES	50,000	50,000	0.0%	34,844	50,000	Rock salt, aggregate, asphalt, etc.	
03-380-51360	FUEL	5,000	5,000	0.0%	-	4,021	Gasoline and Diesel (pickup trucks, dump trucks, backhoe, asphalt paver, vibratory roller, etc.).	
03-380-51380	SIGNS & MARKS	80,000	65,000	23.1%	49,063	60,760	Regulatory and way finding signage, paint/thermoplastic, etc.	Increase to accommodate bike plan route signage and revamped sign replacement
03-700-51510	OPWC REPAYMENT	73,421	73,421	0.0%	36,710	36,710	Debt Service (Cassady Avenue Project) will be paid off as of 2028 (annual permissive tax covers half of this expense each year).	2019 was an anomaly; 2020 will end up being \$73,421
Total Other Expenditures		\$ 328,421	\$ 303,921	8.1%	\$ 222,798	\$268,292		
Total Street Maintenance		\$ 847,342	\$ 930,499	-8.9%	\$ 639,696	\$812,972		

2021 City of Bexley Budget
Recreation Fund

	2022	2021	2022	YTD	2020	2019	
	Budget	Revised Budget	vs 2021	9/30/21	Actual	Actual	Notes
Revenue							
	\$ 390,000	\$ 322,900	20.8%	\$ 302,278	\$ 192,972	\$ 392,559	2019 Revenue Actuals included for comparison of non-COVID year.
Recreation Programs							
Mansion and Facility Rentals	120,000	140,000	-14.3%	41,725	28,908	46,865	Tough estimate as we have yet to have a full year of a completed new rental space.
	475,000	373,000	27.3%	342,950	60,654	532,412	Slight reduction from the 2019 revenue of \$532k. I believe this will continue to lag as we come out of COVID. With that said, still early to gauge any potential long term change in consumer (lack of better term) behavior.
Jeffrey Summer Camp	300,000	307,000	-2.3%	178,708	219,853	292,619	Slight increase from 2019 revenue (projected rate increase)
Preschool	425,000	345,000	23.2%	132,132	199,426	444,708	Slight reduction from the 2019 revenue of \$445k. I believe this will continue to lag as we come out of COVID. With that said, still early to gauge any potential long term change in consumer (lack of better term) behavior.
Before and After Care							Slight increase from 2019 revenue (projected rate increase)
ARP Hazard Pay							Slight reduction from the 2019 revenue of \$445k. I believe this will continue to lag as we come out of COVID. With that said, still early to gauge any potential long term change in consumer (lack of better term) behavior.
Misc.	5,000	3,000	66.7%	9,140	3,169	8,977	Slight increase from 2019 revenue (projected rate increase)
Total Revenue	\$1,715,000	\$ 1,490,900	15.0%	\$1,006,933	\$ 704,982	\$ 1,718,140	
Expenditures							
Administration	\$ 607,670	\$ 541,683	12.2%	\$ 355,237	\$ 445,802	\$ 463,063	
Programs	336,112	256,351	31.1%	191,093	125,817	263,104	
Preschool	290,435	261,286	11.2%	198,296	235,989	214,371	
Before and After School Program	341,927	233,152	46.7%	160,375	212,917	272,328	
						88,123	
Jeffrey Summer Camp	417,712	278,123	50.2%	245,100	141,313	348,394	
Total Expenditures	\$1,993,856	\$ 1,570,595	26.9%	\$1,150,102	\$ 1,161,837	\$ 1,649,383	
Revenues Over(Under) Expenditures		\$ (79,695)		\$ (143,168)	\$ (456,855)	\$ 68,757	
Other Financing Sources							
Operating Transfers From the General Fund	\$ 90,000	\$ 90,000	-62.5%	\$ 90,000	\$ 240,000	\$ 90,000	Requesting a larger transfer to continue to offset projected losses caused by COVID-19.
BWC Rebate		64,472		64,472	16,030		
CARES				202,526	310,533		
Total Other Sources	\$ 90,000	\$ 154,472	-72.7%	\$ 356,998	\$ 566,563	\$ 90,000	
Other Financing Uses							
Recreation Capital						\$ 36,000	
Jeffrey Mansion Fund Capital		330,000					
Jeffrey Mansion Debt Service (Transfer to bond F	112,616	112,430		112,430			
Prior Year Encumbrances		41,779	128.7%	16,799	18,268	107,215	
Total Other Uses	\$ 112,616	\$ 484,209	2550.6%	\$ 129,229	\$ 18,268	\$ 143,215	
Beginning Fund Balance	\$ 135,162	\$ 414,594	28.3%	\$ 414,594	\$ 323,154	\$ 307,612	
Net Increase (Decrease)	(22,616)	(409,432)		84,601	91,440	15,542	
Estimated Unspent Appropriations	130,000	130,000					
Ending Fund Balance	\$ 242,546	\$ 135,162	-67.4%	\$ 499,194	\$ 414,594	\$ 323,154	

(1) Moved to General Fund

Recreation Administration Expenditure Detail

Account	Description	2022 Budget	2021 Revised Budget	2022 vs 2021	YTD 9/30/21	2020 Actual	Account Notes	2022 Budget Notes
Personal Services								
05-510-51010	SALARY & WAGES	397,491	368,078.50	8.0%	232,093.93	\$309,641.47	1-Director, 1-Deputy Director (75%), 1-Tier 1 Rec Supervisor (15%) 3-Tier 2 Rec Supervisors (100%), 1-PT Front Desk	No change from 2020 Staffing Levels. Although I don't expect to fill vacant Rec. Supervisor position until Fall 2021
05-510-51030	OPERS	55,649	51,531	8.0%	32,085	43,653		
05-510-51041	WORKER'S COMP	6,403	4,926	30.0%	3,400	398		
05-510-51070	TRANSFER TO HEALTH	87,264	79,331	10.0%	79,331	75,553		
05-510-51071	DENTAL	2,004	1,965	2.0%	1,494	1,594		
05-510-51072	VISION	90	88	2.0%	66	81		
05-510-51073	LIFE	486	476	2.0%	237	385		
05-510-51076	MEDICARE	5,764	5,337	8.0%	3,312	4,330		
Total Personal Services		\$ 555,150	\$ 511,733	8.5%	\$ 352,018	\$435,635.78		
Other Expenditures								
05-510-51021	MEETING MEALS	\$ 210	\$ 200	5.0%	\$ 34	\$ 165	Meals for staff meetings (i.e. lunch for Harvest Festival Set-Up)	Increase for Inflation
05-510-51022	MILEAGE REIMBURSEMENT	2,060	2,000	3.0%	163	833	Reimbursement for staff for mileage they put on their personal vehicles	Increase for Inflation
05-510-51141	REGISTRATION SOFTWARE CONTRACT	12,000						New Rec Software is a flat fee as opposed to a withholding (\$12k).
05-510-51310	OFFICE SUPPLIES	3,500	3,500	0.0%	1,588	1,545	Paper, note pads, pens, etc.	
05-510-51320	OPERATING EXPENSES	2,000	3,500	-42.9%	1,310	1,153	Postage, Laminator, signs, business cards, OPRA membership	
05-510-51321	BROCHURE	18,750	9,750	92.3%	-	4,478	Cost to print and deliver the brochure 3 times a year	Planning on going back to 3 physical prints per year. This number reflects 2019 plus inflation increases. Additionally, there will be some offset from advertising revenue.
05-510-51322	YOUTH SCHOLARSHIP CHALLENGE FUND	10,000	10,000	0.0%	-	1,245	Money to help cover programming costs for families that need a little assistance.	
05-510-51323	TRAINING/PROF DEVELOP	4,000	1,000	300.0%	124	748		Planning on going back to the OPRA convention if COVID allows.
Total Other Expenditures		\$ 52,520	\$ 29,950	75.4%	\$ 3,219	\$ 10,166		
Total Recreation Admin.		\$ 607,670	\$ 541,683	12.2%	\$ 355,237	\$ 445,802		

Recreation Programs Expenditure Detail

Account	Description	2021		2022	YTD	2020	Account Notes	2022 Budget Notes
		2022	2021	vs	9/30/21	Actual		
		Budget	Revised Budget	2021				
Personal Services								
05-520-51010	SALARY & WAGES	\$ 20,000	\$ 15,000	33.3%	\$ 2,850	\$ 3,492	All Seasonal Employees	Reduced based on expected program reduction in 2021 due to COVID-19
05-520-51011	RENTALS OT	750	750	0.0%	-	-		
05-520-51030	OPERS	2,800	2,100	33.3%	389	489		
05-520-51041	WORKER'S COMP	322	284	13.5%	196	23		
05-520-51076	MEDICARE	290	218	33.3%	41	51		
	Total Personal Services	\$ 24,162	\$ 18,351	31.7%	\$ 3,476	\$ 4,055		
Other Expenditures								
05-520-51320	OPERATING EXPENSES	\$ 8,500	\$ 15,754	-46.0%	\$ 7,826	\$ 5,168	Program shirts (Not Uniforms), BPAK supplies, print work, program snacks, medical supplies, league fees, tournament fees, background checks, Job fair registration,	
05-520-51321	SPECIAL ACTIVITY SUPPLIES	29,000	20,000	45.0%	17,875	10,862	Pumpkins, Straw, Helium tank, campout supplies, 5k run supplies, egg hunt candy, bingo prizes, Youth triathlon supplies, etc.	Back to pre-COVID budget levels. Hopeful Community events will not be as limited in 2022 by COVID.
05-520-51322	COMMUNITY GARDEN	3,300	2,847	15.9%	2,847	2,438	We pay the community garden the registration fees that we collect	110 plots available at \$30 each. This is a pass through.
05-520-51323	UNIFORMS	23,100	16,000	44.4%	9,649	5,673	Sports team uniforms	Back to pre-COVID number (\$20,237) plus inflation
05-520-51324	EQUIPMENT	7,350	3,899	88.5%	3,899	406	Generally sports equipment	Back to pre-COVID number (\$7k) plus inflation
05-520-51325	AWARDS	5,000	2,500	100.0%	1,648	1,419	Medals and trophies for participants.	
05-520-51326	BACKGROUND CHECKS	1,500	1,500	0.0%	299	1,500		
05-520-51710	PROFESSIONALS	215,000	167,000	28.7%	138,966	88,484	Pays instructors	This increase represents a more fully realized increase in programming as a result of the additional JM space as well as a reduction in the impact of COVID.
05-520-51720	REFEREES	18,900	8,200	130.5%	4,317	5,597	Umpire and referee costs for youth and adult sports	2020 budgeted amount
05-520-51730	CONCESSIONS	300	300	0.0%	291	215	Food for program activities (i.e. volunteer meals)	
	Total Other Expenditures	\$ 311,950	\$ 238,000	31.1%	\$ 187,617	\$121,762		
Total Recreation Programs		\$ 336,112	\$ 256,351	31.1%	\$ 191,093	\$125,817		

Jeffrey Preschool

Account	Description	2022 Budget	2021 Revised Budget	2022 vs 2021	YTD 9/30/21	2020 Actual	Account Notes	2022 Budget Notes
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Personal Services

05-525-51010	SALARY & WAGES	\$ 228,800	\$ 205,490	11.3%	\$ 155,681	\$186,210	1-Tier 1 Rec Coordinator (75%),	Increase to estimated \$205,154. 2021/22 school year will start earlier to follow BCS start in mid Aug. (This will be offset by additional revenue) Additionally, costs are higher for Spring 2021 due to COVID-19 regulations.
05-525-51030	OPERS	32,032	28,769	11.3%	21,782	26,044		
05-525-51041	WORKER'S COMP	3,685	2,947	25.1%	2,034	58		
05-525-51070	HEALTH INSURANCE	11,000	10,000	10.0%	10,000	10,000		
05-525-51076	MEDICARE	3,318	2,980	11.3%	2,216	2,721		
Total Personal Services		\$ 278,835	\$ 250,186	11.5%	\$ 191,713	\$225,033		

Other Expenditures

0-5-525-51300	SNACKS	2,100	2,000	5.0%	42	354		Increase by inflation
0-5-525-51301	SUPPLIES	2,200	2,100	4.8%	1,067	1,508		Increase by inflation
0-5-525-51302	EQUIPMENT	1,050	1,000	5.0%	699	1,000		Increase by inflation
0-5-525-51303	PROF DEVELOPMENT	2,100	1,000	110.0%	48	-		Increase by inflation
05-525-51320	OPERATING EXPENSES	4,150	5,000	-17.0%	4,727	8,093		Increase by inflation
Total Other Expenditures		\$ 11,600	\$ 11,100	4.5%	\$ 6,583	\$ 10,955		

Total Recreation Programs	\$ 290,435	\$ 261,286	11.2%	\$ 198,296	\$235,989
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Before and After School Care

Account	Description	2022 Budget	2021 Revised Budget	2022 vs 2021	YTD 9/30/21	2020 Actual	2020 Budget Notes	2022 Budget Notes
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Personal Services

05-526-51010	SALARY & WAGES	\$ 246,156	\$ 171,842	43.2%	\$ 130,209	\$168,471	Includes 1-Tier 1 Rec Supervisor (50%), 3-Tier 2 Rec Coordinators (70%, 70% & 65%), and Seasonal Staff	Assuming Jeffrey Care will operate as is through May 2021. and assuming BACPack will operate in full in Fall 2021. Reduce seasonal S&W from \$135k down to \$64k.
05-526-51030	OPERS	34,462	24,058	43.2%	18,164	23,586		
05-526-51041	WORKER'S COMP	3,965	3,060	29.6%	2,112	248		
05-526-51076	MEDICARE	3,569	2,492	43.2%	1,852	2,444		
Total Personal Services		\$ 288,152	\$ 201,452	43.0%	\$ 152,337	\$194,749		

Other Expenditures

05-526-51320	OPERATING EXPENSES	\$ 6,825	\$ 5,000	36.5%	\$ 2,935	\$ 2,912	Background checks, bus parts, Lowes supplies, cleaning supplies	2020 budget plus 3%
05-526-51321	BACKGROUND CHECKS	1,550	900	72.2%	-	-		2020 budget
05-526-51322	SNACKS	11,350	6,600	72.0%	64	3,294	Daily snacks	2020 budget plus 3%
05-526-51323	SUPPLIES	9,300	5,400	72.2%	216	2,367	Art supplies, science project supplies, paper, pencils	2020 budget plus 3%
05-526-51440	EQUIPMENT	16,500	3,800	334.2%	1,734	1,918	Games, books, balls, etc.	2020 budget plus 3%
05-526-51710	PROFESSIONALS	8,250	10,000	-17.5%	3,089	7,677	Field trips and special guests	2020 budget plus 3%
Total Other Expenditures		\$ 53,775	\$ 31,700	69.6%	\$ 8,038	\$ 18,168		2020 budget plus 3%

Total Recreation Programs	\$ 341,927	\$ 233,152	46.7%	\$ 160,375	\$212,917
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Jeffrey Camp Expenditure Detail

Account	Description	2021	2022	vs 2021	YTD 9/30/21	2020	Account Notes	2022 Budget Notes
		Budget	Budget			Actual		
Personal Services								
05-580-51010	SALARIES & WAGES	\$ 283,897	\$ 185,472	53.1%	\$ 192,059	\$110,485	1-Tier 1 Rec Supervisor (35%), 1-Tier 1 Rec Coordinator (25%), 2-Tier 2 Rec Coordinator (30%), and seasonal staff	Assuming a 30% reduction in participation. As a result, we are reducing the part-time S&W by 30%.
05-580-51030	OPERS	39,746	25,966	53.1%	26,860	15,468		
05-580-51041	WORKER'S COMP	4,573	4,796	-4.6%	3,310	388		
05-580-51076	MEDICARE	4,117	2,689	53.1%	2,757	1,554		
Total Personal Services		\$ 332,332	\$ 218,923	51.8%	\$ 224,986	\$127,894		
Other Expenditures								
05-580-51260	REFUNDS	\$ 500	\$ 500	0.0%	\$ -	\$ 500	Participation refunds	
05-580-51320	OPERATING EXPENSES	9,000	6,200	45.2%	6,154	4,303	Staff & camper shirts, art supplies, background checks, equipment, licensing, medical supplies,	2020 numbers plus 3%
05-580-51321	BACKGROUND CHECKS	2,080	2,000	4.0%	-	-		2020 numbers
05-580-51322	SNACKS	2,600	-		-	108		2020 numbers plus 3%
05-580-51323	SUPPLIES	2,700	3,600	-25.0%	3,254	2,300		2020 numbers plus 3%
05-580-51324	EQUIPMENT	1,600	1,100	45.5%	938	1,190		2020 numbers plus 3%
05-580-51325	SHIRTS	6,900	4,800	43.8%	1,036	722		2020 numbers plus 3%
05-580-51710	PROFESSIONALS	60,000	41,000	46.3%	8,732	4,296	Field trips, busing, and special guests	2020 numbers plus 3%
Total Other Expenditures		\$ 85,380	\$ 59,200	44.2%	\$ 20,115	\$ 13,419		
Total Jeffrey Camp		\$ 417,712	\$ 278,123	50.2%	\$ 245,100	\$141,313		

2021 City of Bexley Budget

Bond Retirement Fund

This fund is used to pay all debt service except that which is specifically designated to another fund.

	2022 Budget	2021 Budget	2022 vs 2021	YTD 9/30/21	2020 Actual
<u>Expenditures</u>					
Debt Service	\$ 1,896,399	\$ 1,841,690	3.0%	\$ 289,116	\$ 8,065,314
<u>Other Financing Sources</u>					
Transfers form the General Fund	\$ 942,660	\$ 942,660	0.0%	\$ 314,618	\$ 1,088,014
Transfers From Recreation Fund	112,616	112,430	0.2%	\$ 112,430	
Transfer From TIF Fund	164,135	164,135	0.0%	163,485	161,750
Transfers form the Road and Alley Fund	676,989	676,989	0.0%	936,640	565,926
Refunding Bonds					5,210,000
Debt Service From City					1,010,000
Transfers In	\$ 1,896,399	\$ 1,896,213	0.0%	\$ 1,527,173	\$ 8,035,690
<u>Other Financing Uses</u>					
Prior Year Encumbrances					
Total Other Uses					
<u>Beginning Fund Balance</u>					
Net Increase (Decrease)	0	54,524		1,238,057	-29,624
Ending Fund Balance	\$ 515,119	\$ 515,119	0.0%	\$ 1,698,653	\$ 460,596

Update once debt service budget is done

Bond Retirement Expenditure Detail

Account	Description	2022 Budget	2021 Revised Budget	2022 vs 2021	YTD 9/30/21	2020 Actual	Account Notes	2022 Budget Notes
06-700-51510	PRINCIPAL	\$1,547,659	\$ 1,472,356	5.1%	\$ 104,463	\$1,376,195		
06-700-51012	ESCROW DEPOSIT		0		0	6,151,139		
06-700-51520	INTEREST	348,740	369,334	-5.6%	184,652	469,120		
06-700-51531	ISSUE COST					68,860		
Total Bond Retirement Expenditures		\$1,896,399	\$ 1,841,690	3.0%	\$ 289,116	\$8,065,314		

2021 City of Bexley Budget

Economic Redevelopment Fund

This fund is used to pay all debt service related to the Bexley Square purchase.

	2022 Budget	2021 Budget	2022 vs 2021	YTD 9/30/21	2020 Actual
<u>Expenditures</u>					
Debt Service	\$ 88,700	\$ 91,450	\$ (0)	\$ 49,056	\$ 77,368
<u>Other Financing Sources</u>					
Transfers form the General Fund	\$ -	\$ -			\$ -
Transfers City Hall TIF Fund	86,450	91,450	0	44,350	90,950
Total Other Sources	\$ 88,700	\$ 91,450	\$ (0)	\$ 44,350	\$ 90,950
<u>Other Financing Uses</u>					
Prior Year Encumbrances					
Total Other Uses					
<u>Beginning Fund Balance</u>	\$ 16,897	\$ 16,897		\$ 16,897	\$ 3,315
Net Increase (Decrease)	-	-		(4,706)	13,582
Ending Fund Balance	\$ 16,897	\$ 16,897		\$ 12,191	\$ 16,897

Economic Development Bond

Account	Description	2021		2022		YTD 9/30/21	2020 Actual	Account Notes	2022 Budget Notes
		2022 Budget	Revised Budget	vs 2021					
51-700-51510	BEXLEY SQUARE	\$ 88,700	\$ 91,450	-3.0%	\$ 49,056	\$ 77,368			
Total Bond Retirement		\$ 88,700	\$ 91,450	-3.0%	\$ 49,056	\$ 77,368			

2021 City of Bexley Budget

Water Fund

This fund is used for maintenance and operation of the Bexley water system; the largest expenses of this fund are for water payments to Columbus and for salaries and wages.

	2022 Budget	2021 Budget	2022 vs 2021	YTD 9/30/21	2020 Actual
Revenue					
Receipts From Residents	\$ 2,563,946	\$ 2,563,946	0.0%	\$ 1,795,231	\$ 2,650,870
Capital Fee	218,280	218,280	0.0%	182,759	265,821
Total Revenue	\$ 2,782,226	\$ 2,782,226	0.0%	\$ 1,977,990	\$ 2,916,691
Expenditures					
Water Administration	\$ 2,061,762	\$ 1,954,562	5.5%	\$ 1,567,678	\$ 1,946,636
Water Distribution	579,905	319,933	81.3%	265,865	307,072
Total Expenditures	\$ 2,641,667	\$ 2,274,495	16.1%	\$ 1,833,543	\$ 2,253,707
Revenues Over(Under) Expenditures	\$ 140,559	\$ 507,731		\$ 144,446	\$ 662,984
Other Financing Sources					
BWC Rebate	19,953.85	19,953.85	-	19,954.00	5,096.00
CARES					11,331.19
	19,953.85	19,953.85	-	19,954.00	16,427.19
Debt Service	\$ 192,848	\$ 297,955	-35.3%	\$ 72,901	\$ 53,640
Transfer				134,132	
Capital	39,300	39,300	-	11,250	
General Fund Debt Service Reimbursement					23,652
Prior Year Encumbrances		186,391	-100.0%	66,402	296,563
Total Other Uses	\$ 232,148	\$ 523,646	-55.7%	\$ 284,684	\$ 373,855
Beginning Balance					
Net Increase (Decrease)	\$ 1,707,012	\$ 1,702,973	0.2%	\$ 1,702,973	\$ 1,397,417
	(71,635)	4,039		(120,284)	305,556
Ending Balance	\$ 1,635,378	\$ 1,707,012	-4.2%	\$ 1,582,690	\$ 1,702,973
	\$ 2,873,815				

Water Administration Expenditure Detail

Account	Description	2022 Budget	2021 Revised Budget	2022 vs 2021	YTD 9/30/21	2020 Actual	Account Notes	2022 Budget Notes
Personal Services								
09-365-51010	SALARY & WAGES	\$ 104,054	\$ 99,011	5.1%	\$ 73,975	\$ 101,446	Water Department Manager and 1/3 Service Admin.	
09-365-51011	OVERTIME		\$ -		\$ 404			
09-365-51030	P.E.R.S.	14,568	13,862	5.1%	10,241	14,180		
09-365-51041	WORKER'S COMP	1,676	1,654	1.4%	1,141	134		
09-365-51070	TRANSFER TO HEALTH INSURANCE	14,755	13,413	10.0%	13,413	12,774		
09-365-51071	DENTAL	481	471	2.0%	359	382		
09-365-51072	VISION	90	88	2.0%	66	81		
09-365-51073	LIFE	130	127	2.0%	63	103		
09-365-51076	MEDICARE	1,509	1,436	5.1%	220	431		
Total Personal Services		137,262	130,062	5.5%	99,883	129,531		
Other Expenditures								
09-365-51140	COMPUTER MAINTENANCE	\$ 5,000	\$ 5,000	0.0%	\$ -	\$ 790	Work station and tablets.	
09-365-51141	COMPUTER SOFTWARE	1,000	1,000	0.0%	1,000	21,003	Software for work station and tablets.	
09-365-51190	CONTRACT/COLUMBUS	1,800,000	1,700,000	5.9%	1,410,610	1,713,976	City of Columbus contract.	Adjustment to budget to reflect overbudgeting of this line item in the past
09-365-51192	CONTRACT/WATER TEST.	25,000	25,000	0.0%	7,620	12,522	City of Columbus contract.	
09-365-51193	CONSUMER CONFIDENCE REPO.	5,000	5,000	0.0%	5,000	5,000	Annual report required per Ohio Administrative Code (OAC) Chapter 3745-96.	
09-365-51194	AUTOMATED METER MAINTENANCE	75,000	75,000	0.0%	36,092	24,218	Meter Transmission Units (MTU's).	
09-365-51260	REFUNDS	2,500	2,500	0.0%	1,622	6,608	Reconciliation pertaining to final billing.	
09-365-51310	OFFICE SUPPLIES	5,000	5,000	0.0%	0	764	Pens, paper, staples, etc.	
09-365-51320	OPERATING EXPENSES	6,000	6,000	0.0%	5,852	6,000	Bills, notices, door tags, printing and postage associated with distribution of monthly/quarterly bills, etc.	
09-365-51440	JEFFREY MANSION WATERLINE				0	26,225		
Total Other Expenditures		\$1,924,500	\$ 1,824,500	5.5%	\$1,467,795	\$1,817,105		
Total Water Admin.		\$2,061,762	\$ 1,954,562	5.5%	\$1,567,678	\$1,946,636		

Water Distribution Expenditure Detail

Account	Description	2022	2021	2022	YTD	2020	Account Notes	2022 Budget Notes
		Budget	Revised Budget	vs 2021	9/30/21	Actual		
Personal Services								
09-366-51010	SALARY & WAGES	\$ 213,594	\$ 170,167	25.5%	\$ 107,617	\$169,577	Water Department workers and 1/3 of Service Director	Allocated employees promoted
09-366-51011	OVERTIME	10,500	7,175	46.3%	6,243	993		
09-366-51030	OPERS	45,395	35,469	28.0%	18,196	26,587		
09-366-51041	WORKERS COMP	3,610	3,303	9.3%	2,279	267		
09-366-51050	UNIFORM ALLOWANCE	1,400	1,400	0.0%	-	1,394		
09-366-51070	TRANSFER TO HEALTH INSURANCE	46,917	42,652	10.0%	42,652	40,621		
09-366-51071	DENTAL	1,727	1,693	2.0%	1,288	1,374		
09-366-51072	VISION	188	184	2.0%	138	170		
09-366-51073	LIFE	325	318	2.0%	158	257		
09-366-51076	MEDICARE	3,249	2,571	26.4%	1,724	2,524		
Total Personal Services		\$ 326,905	\$ 264,933	23.4%	\$ 180,295	\$243,765		
09-366-51191	WATER SYSTEM LICENSE	\$ 7,000	\$ 6,500	7.7%	\$ -	\$ 6,512	City of Columbus Annual Water System License Fee.	
09-366-51192	CONTRACT PROFESSIONAL	10,000	10,000	0.0%	3,300	-	Major mainline repairs, hydro excavating, etc.	
09-366-51196	REGULATION AND COMPLIANCE	45,000	45,000	0.0%	25,207	20,093	National Pollution Discharge Elimination System (NPDES) Phase II Permit and Capacity, Management and Operation Maintenance (CMOM) Permit implementation costs. Ohio Environmental Protection Agency (OEPA) requires that the City have one Distribution license or one Class I Operator license, otherwise known as an Operator of Responsible Charge (ORC). One staff member is also required to have Backflow certification.	
09-366-51321	WATER METER RECALIBRATE PROGRAM	100,000			12,603		This program is to recalobrate the larger meters in the city and will help with water loss investigation . This is a new program the meters have not been recalobrated since install in 2001	
09-366-51330	REPAIR/MAINT. SUPPLIES	20,000	15,000	33.3%	3,670	16,799	Repair and replacement of legacy equipment and material (generators, sump pumps, pipes, fittings, etc.).	
09-366-51360	FUEL	6,000	6,000	0.0%	20,443	4,260	Gasoline and Diesel (pickup truck, water service truck, backhoe, etc.).	
09-366-51390	TAPS/METERS/Irrigation	45,000	40,000	12.5%	9,098	9,997	Tapping saddles, corporation stops, copper service lines, etc.	
09-366-51430	HYDRANTS	20,000	20,000	0.0%	11,250	5,645	Necessary replacement and repairs as noted in the City's annual flushing/inspection program, as well as damage resulting from breaks, vehicular accidents, etc..	
09-366-1440	CAPITAL		55,000	-100.0%				
Total Other Expenditures		\$ 253,000	\$ 55,000	360.0%	\$ 85,570	\$ 63,307		
Total Water Distribution		\$ 579,905	\$ 319,933	81.3%	\$ 265,865	\$307,072		

Water Debt Service Expenditure Detail

Account	Description	2021		2022		YTD 9/30/21	2020 Actual
		2022 Budget	Revised Budget	vs 2021			
09-700-51512	2010 BOND DEBT SERVICE						13,674
09-700-51513	OPWC SHERIDAN FRANCIS	9,223	9,223	0.0%	4,612		4,612
09-700-51514	2015 REFUNDING	2,444	848	188.2%	383		847
09-700-51515	2020 REFUNDING	106,954	161,098	-33.6%	4,514		
09-700-51521	POOL / STORM SEWER/WATERLINE NOTE INT.		-		-		(2,605)
09-700-51522	OPWC COLLEGE/SOUTH CASSADY	29,184	29,184	0.0%	14,592		14,592
09-700-51523	OPWC MAIN ST	5,422	5,422	0.0%	2,711		2,711
09-700-51524	OPWC NORTHEAST QUADRANT	30,739	30,739	0.0%	15,370		15,370
09-700-51525	OPWC BROAD STREET	8,882	8,882	0.0%	4,441		4,441
09-700-51526	ROOSEVELT AND ASHEBOURNE		52,559	-100.0%	26,280		
Total Water Debt Service		\$ 192,848	\$ 297,955	-35.3%	\$ 72,901		\$ 53,640

2021 City of Bexley Budget

Sewer Fund

This fund is used for maintenance and operation of the Bexley Sewer system; the largest expenses of this fund are for sewer payments to Columbus and Capital Expenditures.

	2022 Budget	2021 Budget	2022 vs 2021	YTD 9/30/21	2020 Actual
Revenue					
Receipts From Residents	\$ 2,677,699	\$ 2,677,699	0.0%	\$ 1,990,485	\$ 2,698,513
Capital Fee	166,454	166,454	0.0%	54,727	83,953
Total Revenue	\$ 2,844,153	\$ 2,844,153	0.0%	\$ 2,045,212	\$ 2,782,466
Expenditures					
Sewer Administration	\$ 1,700,941	\$ 1,699,304	0.1%	\$ 1,114,370	\$ 1,559,292
Sewer Distribution	992,997	1,609,036	-38.3%	295,164	551,556
Total Expenditures	\$ 2,693,938	\$ 3,308,340	-18.6%	\$ 1,409,534	\$ 2,110,848
Revenues Over(Under) Expenditures	\$ 150,215	\$ (464,187)		\$ 635,678	\$ 671,618
Other Financing Sources					
BWC Rebate	\$ 10,486	\$ 10,486	\$ -	\$ 10,486	\$ 2,258
CARES				250	9,276
Total Other Sources	\$ 10,486	\$ 10,486	\$ -	\$ 10,736	\$ 11,534
Other Financing Uses					
Debt Service	\$ 75,056	\$ 74,154	1.2%	\$ 22,361	\$ 24,344
Transfer				31,857	
Capital	39,300	39,300		11,250	
General Fund Debt Service Reimbursement					283,824
Prior Year Encumbrances		607,973	0	370,316	478,893
Total Other Uses	\$ 114,356	\$ 721,427	-84.1%	\$ 435,784	\$ 787,061
Beginning Fund Balance					
Prior Period Adjustment	\$ 2,689,904	\$ 3,865,032	-30.4%	\$ 3,865,032	\$ 3,968,941
Net Increase (Decrease)	46,345	(1,175,128)		210,630	(103,910)
Ending Fund Balance	\$ 2,736,248	\$ 2,689,904	1.7%	\$ 4,075,661	\$ 3,865,032

Sewer Administration

Account	Description	2022 Budget	2021 Revised Budget	2022 vs 2021	YTD 9/30/21	2020 Actual	Account Notes	2022 Budget Notes
Personal Services								
10-360-51010	SALARY & WAGES	\$ 20,022	\$ 18,976	5.5%	\$ 13,738	\$ 18,485	1/3 Service Admin.	Top step employee replaced with first step employee.
10-360-51030	OPERS	2,803	2,657	5.5%	1,923	2,588		
10-360-51041	WORKER'S COMP	323	367	-12.2%	253	202		
10-360-51050	UNIFORM ALLOWANCE	500	500	0.0%	190	357		One employees now receives \$200 boot allowance per contract.
10-360-51070	TRANSFER TO HEALTH INSURANCE	5,166	4,697	10.0%	4,697	4,473		
10-360-51071	DENTAL	205	201	2.0%	153	163		
10-360-51073	LIFE	32	31	2.0%	16	26		
10-360-51076	MEDICARE	290	275	5.5%	199	266		
Total Personal Services		\$ 29,341	\$ 27,704	5.9%	\$ 21,169	\$ 26,559		
Other Expenditures								
10-360-51140	COMPUTER MAINTENANCE	\$2,000.00	2,000.00	0.0%	266.52	\$0.00	Work station.	
10-360-51141	COMPUTER SOFTWARE	1,000	1,000	0.0%	0	0	Software for work station.	
10-360-51190	CONTRACT/COLUMBUS	1,500,000	1,500,000	0.0%	995,129	1,397,483	City of Columbus contract.	Adjustment to budget to reflect overbudgeting of this line item in the past
10-360-51191	ERU CHARGE	161,600	161,600	0.0%	97,547	128,250	Equivalent Runoff Unit (ERU).	
10-360-51310	OFFICE SUPPLIES	3,000	3,000	0.0%	258	3,000	Pens, paper, staples, etc.	Bills and envelopes ordered in October.
10-360-51320	OPERATING EXPENSES	4,000	4,000	0.0%	0	4,000	Property notifications (letters, surveys, etc.), postage, etc.	Paralell account in Water Department usually used first.
Total Other Expenditures		\$ 1,671,600	\$ 1,671,600	0.0%	\$1,093,201	\$1,532,733		
Total Sewer Administration		\$ 1,700,941	\$ 1,699,304	0.1%	\$1,114,370	\$1,559,292		

Sewer Service Expenditure Detail

Account	Description	2022 Budget	2021 Revised Budget	2022 vs 2021	YTD 9/30/21	2020 Actual	Account Notes	2022 Budget Notes
Personal Services								
10-367-51010	SALARY & WAGES	\$ 161,649	\$ 157,238	2.8%	\$ 112,398	\$151,225	Sewer workers and 1/3 Service Director	
10-367-51011	OVERTIME	2,500	2,500	0.0%	1,017	1,293		
10-367-51030	OPERS	32,507	31,287	3.9%	22,430	27,149		
10-367-51041	WORKER'S COMP	2,644	2,237	18.2%	1,544	9		
10-367-51070	TRANSFER TO HEALTH INSURANCE	23,272	21,156	10.0%	21,156	20,149		
10-367-51071	DENTAL	516	506	2.0%	385	410		
10-367-51072	VISION	54	53	2.0%	40	49		
10-367-51073	LIFE	474	465	2.0%	235	383		
10-367-51076	MEDICARE	2,380	2,294	3.7%	1,685	2,267		
Total Personal Services		\$ 225,997	\$ 217,736	3.8%	\$ 160,891	\$202,934		
Other Expenditures								
10-367-51194	CONTRACT PROFESSIONAL	\$ 10,000	\$ 10,000	0.0%	\$ -	\$ 9,983	Major mainline repairs, hydro excavating, etc.	Increased due to the Rumpke contract increase and also the food waste program increase.
10-367-51320	OPERATING EXPENSES	25,000	10,000	150.0%	8,413	2,438	Property notifications (letters, surveys, etc.), postage, etc.	
10-367-51330	REPAIR/MAINT. SUPPLIES	35,000	35,000	0.0%	5,727	35,000	Repair and replacement of legacy equipment and material (generators, sump pumps, pipes, fittings, structures, etc.).	
10-367-51360	FUEL	2,000	2,000	0.0%	2,000	2,000	Gasoline and Diesel (jet/flushing truck and Closed Circuit Television (CCTV) equipment, etc.).	
10-367-51440	MANHOLE COVERS	15,000	15,000	0.0%	7,995	612	Risers, casting, lids, etc..	
10-367-51443	SEWER IMPROVEMENTS	380,000	139,300	172.8%	11,250	298,589	Sewer line project bin November 2019	
10-367-51444	SEWER REMEDIATION PROGRAM	150,000	300,000	-50.0%	68,050			
10-367-51445	SEWER REMEDIATION LOAN PROGRAM	150,000	500,000	-70.0%	0			
Total Other Expenditures		\$ 767,000	\$ 1,391,300	-44.9%	\$ 134,274	\$348,622		
Total Sewer Service		\$ 992,997	\$ 1,609,036	-38.3%	\$295,164.12	\$551,556		

Sewer Fund Debt Service Expenditure Detail

Account	Description	2021		2022		YTD 9/30/21	2020 Actual
		2022 Budget	Revised Budget	vs 2021			
10-700-51510	STORM SEWER OPWC	\$ 23,725	\$ 23,725	0.0%	\$ 11,863	\$ 11,863	
10-700-51512	PRINCIPAL SHERIDAN	220	220	0.0%	110	110	
10-700-51513	PRINCIPAL OPWC MAIN ST.	1,668	1,668	0.0%	834	834	
10-700-51514	2015 REFUNDING	17,105	5,928	188.5%	2,679	5,928	
10-700-51515	2020 REFUNDING	20,298	30,573	-33.6%	857		
10-700-51520	INTEREST STORM SEWER BONDS		-		-	3,532	
10-700-51521	NORTHEAST QUADRANT	3,689	3,689	0.0%	1,844	1,844	
10-700-51522	BROAD STREET	467	467	0.0%	234	234	
10-700-51523	ROOSEVELT AND ASHBOURNE	7,884	7,884	0.0%	3,942		
Total Sewer Fund Debt Service		\$ 75,056	\$ 74,154	1.2%	\$ 22,361	\$ 24,344	

2021 City of Bexley Budget

Refuse Fund

This fund provides for refuse collection for Bexley residents.
The largest expenses of this fund are the contract with Rumpke and salaries and wages.

	2022 Budget	2021 Budget	2021 vs 2020	YTD 9/30/21	2020 Actual
<u>Revenue</u>					
Receipts From Residents	\$ 1,291,430	\$ 1,291,430	0.0%	\$ 1,008,128	\$ 1,291,430
Total Revenue	\$ 1,291,430	\$ 1,291,430	0.0%	\$ 1,008,128	\$ 1,291,430
<u>Expenditures</u>					
Operating Expenditures	\$ 1,310,788	\$ 1,517,247	-13.6%	\$ 921,600	\$ 1,089,108
Total Expenditures	\$ 1,310,788	\$ 1,517,247	-13.6%	\$ 921,600	\$ 1,089,108
Revenues Over(Under) Expenditures	\$ (19,358)	\$ (225,817)		\$ 86,528	\$ 202,322
<u>Other Financing Sources</u>					
BWC Rebate	\$ -	\$ 2,640		\$ 2,640	\$ 674
<u>Other Financing Uses</u>					
Prior Year Encumbrances		\$ 50,542	-100.0%	\$ 44,350	\$ 82,238
Refuse Fund Capital		54,450		\$ 222,432	
Total Other Uses	\$ -	\$ 104,992	-100.0%	\$ 266,782	\$ 82,238
<u>Beginning Fund Balance</u>					
Prior Period Adjustment	\$ 1,315,471	\$ 1,643,640	-20.0%	\$ 1,643,640	\$ 1,522,882
Net Increase (Decrease)	(19,358)	(328,169)		(177,614)	120,758
Ending Fund Balance	\$ 1,296,113	\$ 1,315,471	-1.5%	\$ 1,466,026	\$ 1,643,640

Refuse Fund Expenditure Detail

Account	Description	2022 Budget	2021 Revised Budget	2022 vs 2021	YTD 9/30/21	2020 Actual	Account Notes	2022 Budget Notes
Personal Services								
11-370-51010	SALARY & WAGES	48,879	\$27,444	78.1%	\$19,152.21	\$22,857	1.5 service employee, 1/2 Sustainability Programs Coordinator	New dedicated litter and streetsweeping employee, 50% of Sustainability Programs Coordinator position
11-370-51011	OVERTIME	19,375	15,000	29.2%	\$0.00	10,397	Leaf pickup.	
11-370-51012	SEASONALS	25,000	25,000	0.0%	\$0.00	208	Budget based on six (6) seasonal employees working ten (10) weeks a year at \$14.00 per hour doing leaf pickup.	
11-370-51030	OPERS	12,556	10,909	15.1%	\$4,117.79	6,394		
11-370-51041	WORKER'S COMP	1,190	656	81.5%	\$452.59	13		
11-370-51070	TRANSFER TO HEALTH INSURANCE	7,553	7,553	0.0%	\$7,552.60	7,553		
11-370-51071	DENTAL	252	252	0.0%	\$191.97	205		
11-370-51072	VISION	252	252	0.0%	\$22.55	28		
11-370-51073	LIFE	252	252	0.0%	\$36.97	96		
11-370-51076	MEDICARE	978	978	0.0%	\$260.58	456		
Total Personal Services		\$ 116,288	\$ 88,297	31.7%	\$ 31,787	\$ 48,206		
Other Expenditures								
11-370-51190	CONTRACT	1,075,000	1,000,000	7.5%	\$807,696.57	\$896,201.74	Includes Rumpke and Innovative Organics collection contracts	
11-370-51310	OFFICE SUPPLIES	2,500	2,500	0.0%	115	\$457.75	Pens, paper, staples, etc. and billing supplies.	
11-370-51320	OPERATING EXPENSES	40,000	40,000	0.0%	35,326	\$35,223.23	Public notifications regarding solid waste and recycling contract, etc.	
11-370-51321	TRASH AND RECYCLING REC.		15,000	-100.0%	13,985	\$10,769.10	Toter (96, 64, 32 gallon) Program and public receptacles.	
11-370-51322	COLLECTION SUPPLIES	25,000	25,000	0.0%	27	\$23,257.58		
11-370-51330	REPAIR/MAINT. SUPPLIES	20,000	20,000	0.0%	15,013	\$17,954.67	Replacement parts for hydro excavator, street sweeper and leaf machines, leaf blowers, rakes, etc.	
11-370-51360	FUEL	2,000	2,000	0.0%	2,000	\$2,000.00	Gasoline and Diesel (hydro excavator, street sweeper, leaf vacuums, etc.).	
11-370-51361	WASTE DIVERSION PROGRAM	30,000	30,000	0.0%	15,650	\$55,037.43	Household Hazardous Waste (HHW) and Greater Bexley Cleanup events, Zero Waste Program implementation, sustainability grants, etc.	
11-370-51440	CAPITAL		\$54,450.00					
11-370-51441	REFUSE CAPITAL		\$240,000.00					
Total Other Expenditures		\$1,194,500	\$ 1,428,950	-16.4%	\$ 889,813	\$ 1,040,902		
Total Refuse Expenditures		\$1,310,788	\$ 1,517,247	-13.6%	\$ 921,600	\$ 1,089,108		

2021 City of Bexley Budget

Police Pension Fund

The City's contributions to Police Pension Fund are set at 19.5% of police wages by statute.

		2022 Budget	2021 Budget	2021 vs 2020	YTD 9/30/21	2020 Actual
<u>Revenue</u>						
Property Tax Revenue	\$	625,000	\$ 623,078	0.3%	\$ 623,078	\$ 530,555
Total Revenue	\$	625,000	\$ 623,078	0.3%	\$ 623,078	\$ 530,555
<u>Expenditures</u>						
Operating Expenditures	\$	774,484	\$ 1,468,984	-47.3%	\$ 525,352	\$ 701,207
Total Expenditures	\$	774,484	\$ 1,468,984	-47.3%	\$ 525,352	\$ 701,207
Revenues Over(Under) Expenditures	\$	(149,484)	\$ (845,906)		\$ 97,726	\$ (170,651)
<u>Other Financing Sources</u>						
Transfers from General Fund			\$ 845,906	-100.0%	\$ 190,992	\$ 188,271
Total Other Sources	\$	-	\$ 845,906	-100.0%	\$ 190,992	\$ 188,271
<u>Beginning Fund Balance</u>						
Net Increase (Decrease)						
Ending Fund Balance	\$	263,771	\$ 263,771	0.0%	\$ 263,771	\$ 246,151
		(149,484)	0		288,718	17,620
	\$	114,287	\$ 263,771	-56.7%	\$ 552,488	\$ 263,771

Police Pension Fund Expenditure Detail

Account	Description	2021			YTD 9/30/21	2020		Account Notes	2022 Budget Notes
		2022 Budget	Revised Budget	vs 2021		Actual			
12-220-51060	POLICE PENSION	\$ 767,984	\$ 734,492	4.6%	\$517,315.93	\$694,404		Contract increase	
12-220-51281	PROP TAX FEES/REFUNDS	6,500	734,492	-99.1%	\$8,036.36	6,803			
Total Police Pension Fund		\$ 774,484	\$ 1,468,984	-47.3%	\$ 525,352	\$ 701,207			

2021 City of Bexley Budget
Swimming Pool Fund

This fund pays for operation of the swimming pool. Operating activity is paid for by membership and other fees. Debt service for this fund is paid by the General Fund.

	2022 Budget	2021 Budget	2022 vs 2021	YTD 9/30/21	2020 Actual	2019 Actual	Notes
Revenue							
Memberships etc.	\$ 320,000	\$320,000	0.0%	\$ 276,289	\$ 47,877	\$ 328,285	2019 Revenue Actuals included for comparrrison of non-COVID year.
Total Revenue	\$ 320,000	\$320,000	0.0%	\$ 276,289	\$ 47,877	\$ 328,285	
Expenditures							
Operating Expenditures	\$ 328,331	\$342,592	-4.2%	\$ 261,814	\$102,131	\$ 271,894	
Concessions	4,000	4,000	0.0%	1,548	-	1,839	
Estimated Unspent Appropriations	(50,000)	(50,000)	0.0%				
Total Expenditures	\$ 282,331	\$296,592	-4.8%	\$ 263,363	\$102,131	\$ 273,733	
Revenues Over(Under) Expenditures	\$ 37,669	\$ 23,408		\$ 12,926	\$ (54,254)	\$ 54,552	
Other Financing Sources							
BWC Rebate	\$ 14,367	\$ 14,367	0.0%	\$ 1,363	\$ 3,669		
Total Other Sources	\$ 14,367	\$ 14,367	0.0%	\$ 1,363	\$ 3,669		
Capital (1)	\$ 35,500	\$ 35,500	0.0%	\$ 3,075		\$ 14,700	
Prior Year Encumbrances		\$ 14,265	-100.0%	\$ 340	\$ 25,904	\$ 30,656	
Total Other Uses	\$ 35,500	\$ 49,765	-28.7%	\$ 3,415	\$ 25,904	\$ 45,356	
Beginning Fund Balance							
Net Increase (Decrease)	\$ 16,536	(11,990)		10,874	(76,489)	9,196	
Ending Fund Balance	\$ 345,735	\$329,199	5.0%	\$ 352,063	\$341,189	\$ 417,678	
	\$ 317,831						

(1) Doors, Windows, Water Station, Fence 2020 Budget.

Pool Operations Expenditure Detail

Account	Description	2022	2021	2022	YTD	2020	Account Notes	2022 Budget Notes
		Budget	Revised Budget	vs 2021	9/30/21	Actual		
Personal Services								
14-550-51010	SALARY & WAGES	\$ 18,479	\$ 13,468	37.2%	\$ 13,931	\$ 25,830	1-Deputy Director (25%), 1-Tier 2 Rec Coordinator (35%), and seasonal staff	Increase accounts for increase in minimum wage.
14-550-51030	OPERS	2,587	1,300	99.0%	\$1,814.35	3,616		
14-550-51041	WORKER'S COMP	298	1,344	-77.8%	\$2,462.76	328		
14-550-51076	MEDICARE	268	2,831	-90.5%	\$189.54	352		
Total Personal Services		\$ 21,631	\$ 18,942	14.2%	\$ 18,397	\$ 30,126		
Other Expenditures								
14-550-51131	UTILITIES-ELEC.	\$ 16,500	\$ 16,500	0.0%	\$ 11,777	\$ 3,832	EAP Bills	
14-550-51133	UTILITIES-GAS	8,800	8,800	0.0%	6,034	1,465	Columbia Gas Bills	
14-550-51140	REPAIR/MAINT. SERVICES	16,000	13,000	23.1%	3,362	6,689	Capital City Awning, Ohio Heating, Pool painting	
14-550-51190	POOL MANAGEMENT	210,000	210,000	0.0%	187,940			
14-550-51260	REFUNDS	1,000	1,000	0.0%	399	47,841	Refunds for memberships	
14-550-51310	OFFICE SUPPLIES	-	500	-100.0%	-	-	Paper & pens	
14-550-51320	OPERATING EXPENSES	12,900	12,900	0.0%	4,519	8,016	Backflow, new cash register, Treasure Hunt, swim lessons items, rope and floats, medical supplies, pool licenses, staff whistles, office tv, red cross supplies,	
14-550-51321	CHEMICALS (Previous Operating Expense)	\$ -	\$ 9,500	-100.0%	\$ -	\$ 1,327	Pool Chemicals	
14-550-51322	HEALTH AND SAFETY (Previous Operating Expense)	2,500	3,500	-28.6%	700	1,105	Security monitoring, Varmint Guard	
14-550-51323	UNIFORMS (Previous Operating Expense)	-	4,950	-100.0%	-	1,732	Staff uniforms	
14-550-51324	CLEANING SUPPLIES	-	2,000	-100.0%	-	-		
14-550-51400	POOL CAPITAL	-	-	-	-	-	Varies	on summary
14-550-51440	MACHINERY/EQUIP.	5,000	35,500		3,075		New vacuum	
14-550-51710	PROFESSIONALS	14,000	15,000	-6.7%	13,766		Consulting fees for pool audits and private swim lessons instructor fees	
14-550-51711	SWIM TEAM	20,000	20,000	0.0%	11,845			
14-550-51712	TRAINING/CERTIFICATIONS	-	6,000	-100.0%	-	-	Payment to swim board and coaches fees	
Total Other Expenditures		\$ 306,700	\$ 359,150	-14.6%	\$ 243,417	\$ 72,006		
Total Pool Operations		\$ 328,331	\$ 378,092	-13.2%	\$ 261,814	\$102,131		

Pool Concessions Expenditure Detail

Account	Description	2021		2022	YTD	2020	Account Notes	2022 Budget Notes
		2022	Revised	vs	9/30/21	Actual		
		Budget	Budget	2021				
14-560-51140	REPAIR/MAINT. SERVICES	\$ 2,000	\$ 6,000		\$985.21		Repair to pool concessions equipment (i.e sink, freezer)	
14-560-51320	OPERATING EXPENSES	2,000	3,000	-33.3%	563		Franklin Board of Health licensing	
Total Pool Concessions		\$ 4,000	\$ 9,000	-55.6%	\$ 1,548	\$ -		

2021 City of Bexley Budget

Road and Alley Fund

This fund pays for the street resurfacing projects and transfers to the Bond Retirement Fund. It is funded by a 2.5 mill property tax levy.

	2022 Budget	2021 Budget	2021 vs 2020	YTD 9/30/21	2020 Actual
Revenue					
Property Tax Revenue	\$ 1,957,000	\$ 1,957,000	0.0%	\$ 2,047,006	\$ 2,021,443
Sidewalk Revenue	94,700	189,400	-50.0%	75,716	95,200
Total Revenue	\$ 2,051,700	\$ 2,146,400	-4.4%	\$ 2,122,722	\$ 2,116,643
Expenditures					
Operating Expenditures	\$ 1,326,150	\$ 1,038,469	27.7%	\$ 519,185	\$ 886,309
Anticipated Unexpended Appropriation					
Total Expenditures	\$ 1,326,150	\$ 1,038,469	27.7%	\$ 519,185	\$ 886,309
Revenues Over(Under) Expenditures	\$ 725,550	\$ 1,107,931		\$ 1,603,537	\$ 1,230,334
Other Financing Sources					
General Fund Transfer	\$ 200,000				
Other Financing Uses					
Debt Service Transfer to Bond Retirement Fund	\$ 676,989	\$ 931,384	-27.3%	\$ 936,640	\$ 565,926
Other Transfers		\$ 102,603		\$ 97,347	
Prior Year Encumbrances		495,828		134,571	212,213
Total Other Uses	\$ 676,989	\$ 1,529,815	-55.7%	\$ 1,168,558	\$ 778,139
Beginning Cash Balance	\$ 570,203	\$ 992,087	-42.5%	\$ 992,087	\$ 539,892
Net Increase (Decrease)	248,561	(421,884)		434,979	452,195
Ending Cash Balance	818,765	570,203	43.6%	1,427,066	992,087
Prior year Encumbrances				361,257	\$ (495,828)
Ending Unencumbered Balance	818,765	570,203	43.6%	3,215,390	496,259
Reserved Fund Balance (1)	818,000	702,000		702,000	525,000
Ending Unreserved Balance	\$ 765	(131,797)	-100.6%	2,513,390	\$ (28,741)

(1) Resolution 21-18

Road and Alley Expenditure Detail

Account	Description	2022 Budget	2021 Revised Budget	2022 vs 2021	YTD 9/30/21	2020 Actual	Account Notes	2022 Budget Notes
34-380-51281	PROP. TAX COLLECTION FEES	\$ 27,000	\$ 27,000	0.0%	\$ 26,844	\$ 26,437		
34-380-51441	ANNUAL STREET PROGRAM	987,000	699,319	41.1%	422,003	696,050		
34-380-51442	SIDEWALKS	312,150	312,150	0.0%	70,338	163,822		
Total Road and Alley		\$1,326,150	\$ 1,038,469	27.7%	\$ 519,185	\$886,309		

2021 City of Bexley Budget

Mayor's Court Computer Fund

This fund provides for computer hardware and software for the Mayor's Court. It is funded by a \$5.00/case surcharge.

	2022 Budget	2021 Budget	2022 vs 2021	YTD 9/30/21	2020 Actual
<u>Revenue</u>					
Fines and Costs	\$ 1,500	\$ 1,500	0.0%	\$ 795	\$ 1,180
Other Revenue					
Total Revenue	\$ 1,500	\$ 1,500	0.0%	\$ 795	\$ 1,180
<u>Expenditures</u>					
Operating Expenditures	\$ 1,500	\$ 3,500	-57.1%	\$ -	\$ -
Total Expenditures	\$ 1,500	\$ 3,500	-57.1%	\$ -	\$ -
Revenues Over(Under) Expenditures	\$ -	\$ (2,000)		\$ 795	\$ 1,180
<u>Other Financing Uses</u>					
Prior Year Encumbrances		\$ 1,000	-1	0	
<u>Beginning Fund Balance</u>	\$ 687	\$ 3,687	-81.4%	\$ 3,687	\$ 2,507
Net Increase (Decrease)	0	(3,000)		795	1,180
Ending Fund Balance	\$ 687	\$ 687	0.0%	\$ 4,482	\$ 3,687

Mayor's Court Computer Fund Expenditure Detail

Account	Description	2021		2022		YTD 9/30/21	2020 Actual	Account Notes	2022 Budget Notes
		2022 Budget	Revised Budget	vs 2021					
31-160-51040	SOFTWARE/HARDWARE	\$ 1,500	\$ 3,500	-57.1%	\$ -	\$ -			
Total Mayor's Court Computer Fund		\$ 1,500	\$ 3,500	-57.1%	\$ -	\$ -			

ORDINANCE NO. ____ - 21

By: Troy Markham

**AN ORDINANCE TO AUTHORIZE A TRANSFER FROM THE GENERAL FUND TO THE CITY HALL TIF FUND
(FUND 52) IN THE AMOUNT OF \$20,250.**

Whereas, Due to a prior period adjustment resulting from the 2020 audit this fund now has a projected negative balance at 12/31/2021 of \$20,250.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY

Section 1.

That a transfer from the General Fund to City Hall TIF Fund (Fund 52) in the amount of \$20,250 is hereby authorized.

Section 2.

That this ordinance shall go into effect and be in force from and after the earliest period allowed by Law.

Passed: _____, 2021

Lori Ann Feibel, President of Council

Attest: _____
William Harvey, Clerk of Council

Approved: _____, 2021

Mayor Ben Kessler

ORDINANCE NO. 48 - 21

By: Jen Robinson

An ordinance to amend Chapter 434.03(j), to amend the penalty associated with violation of 434.03, Maximum Speed Limits; Assured Clear Distance Ahead

Whereas; In 1987, via Ordinance 32-87, the City increased the penalty for violation of 434.03, Maximum Speed Limits; Assured Clear Distance Ahead to a minor misdemeanor of the third degree; and

Whereas; The normative penalty for similar violations in central Ohio is a minor misdemeanor; and

Whereas; The Mayor and the Mayor's Court Clerk of Courts recommend Council to consider modifying this penalty to be consistent with other local jurisdictions;

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

Section1.

That Chapter 434.03 (j) is hereby amended as follows:

(j) Whoever violates any of the provisions of this section is guilty of a **minor** misdemeanor ~~of the third degree.~~

Section 2.

That this Ordinance shall go into full force and effect at the earliest period allowed by law.

Passed _____, 2021

Lori Ann Feibel, President of Council

Attest: _____, 2021
William Harvey, Clerk of Council

Approved: _____, 2021

Benjamin Kessler, Mayor

First Reading:
Second Reading:
Third Reading:

ORDINANCE NO. 49 - 21

By: Troy Markham

**An ordinance to create Chapter 270, Board of Control, to specify contracting procedures
in accordance with Section 59 of the City Charter,
and to establish Encouraging Diversity, Growth and Equity (EDGE) procurement policies**

Whereas; Section 59 of the City Charter calls for the City to establish a threshold amount, notice provisions, and other procedures for competitive bidding; and

Whereas; In 2020, the City worked with local procurement professionals and an intern from The Ohio State University Logistics Management program of the Fisher College of Business to examine the City's purchasing practices and provide recommendations to encourage diversity and equity in purchasing decision making processes; and

Whereas; Commencing in 2020, the City administration began to include an Encouraging Diversity, Growth and Equity (EDGE) requirement for major contracts, and wishes to include EDGE consideration in all procurement processes; and

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

Section 1.

That Chapter 270 Board of Control, is hereby created as follows:

Chapter 270 Board of Control; Contracting and Procurement Policies

270.01 Introduction

Consistent with Section 59 of the City Charter, Section 267 is hereby established to specify contracting processes in the City of Bexley.

267.02 Records; voting

The Mayor shall be President of the Board of Control. The City Auditor and President of Council shall also serve on the Board of Control. The Board shall keep a record of its proceedings. All votes shall be by yeas and nays and entered on the record, and the vote of a majority of all of the members of the Board shall be necessary to adopt any question, motion or order.

267.03 Approval of Contracts

No contract in excess of fifty thousand dollars (\$50,000.00) shall be awarded except on the approval of the Board of Control.

267.04 Competitive Bidding

- (a) All contracts involving the expenditure of two hundred fifty thousand dollars (\$250,000) and above shall be awarded to the lowest and best bidder as defined by Ohio Revised Code 735.05 unless otherwise provided by statutory law.
- (b) All proposed purchases involving the expenditure of fifty thousand dollars (\$50,000) but less than two hundred fifty thousand dollars (\$250,000), excluding items or services under pre-existing contracts, shall require the submission of documents demonstrating the efforts made to secure multiple price proposals for the item or service to be procured. In the event the Board of Control approves an expenditure based on fewer than three competing price quotations, justification for that action shall be documented in the Board minutes.
- (c) City staff shall make good faith efforts to solicit competitive proposals when engaging in all new contracts or new procurement relationships, regardless of applicability of 267.04 (a) or (b).
- (d) Expenditures authorized in accordance with Ohio R.C. 735.051, 735.052 or 735.053 shall be exempt from competitive bidding requirements.
- (e) Expenditures for the performance of professional design, construction management or design and build services shall be exempt from competitive bidding requirements but shall require approval in accordance with Section 267.03 following selection of the professional to whom such contract is to be awarded in accordance with statutory procedures.
- (f) Expenditures for the performance of professional or technical services to include, without limitation: engineering or architectural consultation not involving design; legal, accounting, financial and investment services; investigatory services undertaken in anticipation of litigation; and consulting services relating to design or implementation of information and telecommunications systems shall be exempt from competitive bidding requirements but shall require approval in accordance with Section 267.03.

267.05 Encouraging Diversity, Growth and Equity (EDGE) Considerations

The City of Bexley wishes to support the growth of businesses which are owned by socially or economically marginalized individuals, as defined by the State of Ohio Encouraging Diversity, Growth and Equity (EDGE) Business Development Program.

- (a) When selecting a vendor or supplier for City contracts, staff shall make good faith efforts to solicit and consider EDGE certified contractors, or similarly qualified contractors.
- (b) EDGE criteria shall be written into any projects subject to 267.04(a), unless waived by the Board of Control for good reason.

Section 2.

That this Ordinance shall go into full force and effect at the earliest period allowed by law.

Passed _____, 2021

Lori Ann Feibel, President of Council

Attest: _____, 2021

William Harvey, Clerk of Council

Approved: _____, 2021

Benjamin Kessler, Mayor

First Reading:

Second Reading:

Third Reading:

Resolution No. 14 - 21

By: Lori Ann Feibel

A Resolution to schedule the Bexley City Council meeting dates and times for the year 2022.

Whereas, Section 21 of the Bexley City Charter, requires the establishment of meeting times (and dates) by ordinance or resolution of at least twice per month, except for one month in the summer season designated as vacation; and

Whereas, it is beneficial to council, staff and citizens to know in advance that circumstances or holidays necessitate a change from the traditionally held 2nd and 4th Tuesdays for regular council meetings;

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

Section 1. The official meeting dates and times for the Bexley City Council meetings for 2022 are set forward as Exhibit A.

Section 2. That this Resolution shall be in full force and effect from and after the earliest period allowed by law.

Passed: _____, 2021

Lori Ann Feibel, President of Council

Attest: _____
Bill Harvey, Clerk of Council

Approved: _____, 2021

Ben Kessler, Mayor

Schedule A

Bexley City Council 2022 Council Calendar

Meetings start at 6:00 p.m. unless otherwise indicated

January

January 3rd at 7 p.m. Swearing in Ceremony
 January 11th Council Meeting
 January 25th Council Meeting

February

February 8th Council Meeting
 February 22nd Council Meeting

March

March 8th Council Meeting
 March 15th Bexley Spring Break
 March 22nd Council Meeting

April

April 12th Council Meeting
 April 15th and 16th Passover Seders
 April 17th Easter
 April 26th Council Meeting

May

May 10th Council Meeting
 May 24th Council Meeting
 May 30th Memorial Day

June

June 14th Council meeting
 June 28th Council meeting

July

Council Recess

August

August 9th Council Meeting
 August 18th Bexley's 1st Day School
 August 23rd Council Meeting

September

September 5 Labor Day
 September 13th Council Meeting
 September 26th Rosh Hashanah
 September 27th Council Meeting

October

October 5th Yom Kippur
 October 11th Council Meeting
 October 25th Council Meeting

November

November 8th Council Meeting
 November 15th Council Meeting
 November 24th Thanksgiving

December

December 6th Council Meeting
 December 13th Council Meeting
 December 20th If needed

ORDINANCE NO. 50 - 21

Introduced By: Troy Markham

**An Ordinance to Establish the Water, Sewer, and Refuse Rates
charged by the City of Bexley.**

WHEREAS, the City of Columbus is increasing water rates charged to the City of Bexley by 4% and is increasing the sewer rates charged to the City of Bexley by 5%; and

WHEREAS, the Rumpke contract for solid waste, recycling, and yard waste collection includes an increase for the 2022-2024 contract period and the potential 2025-2026 extensions, and there are adequate reserves in the refuse fund to support a staggered increase in rates; and

WHEREAS, the City must pass along these increases to the residents in order to maintain the operation of the City's systems;

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

Section 1.

That the water rate charged by the City of Bexley for water used on or after January 1st, 2022 shall be at a rate of \$63.86 per 1,000 cubic feet.

Section 2.

That the sewer rate charged by the City of Bexley for sewer service on or after January 1st, 2022 shall be at the rate of \$81.33 per 1,000 cubic feet.

Section 3.

That the refuse rate charged by the City of Bexley for refuse service on or after January 1st, 2022 shall be at the rate of \$ per quarter.

Section 4.

That all existing Ordinances of the City of Bexley are hereby repealed insofar as they may be inconsistent with the provisions of this Ordinance.

Section 5.

That this Ordinance shall go into force and effect from and after the earliest period allowed by law.

Passed: _____, 2021

Lori Ann Feibel, President of Council

Attest: _____
William Harvey, Clerk of Council

Approved: _____, 2021

Benjamin J. Kessler, Mayor

RESOLUTION NO. 15 - 21

By: Matt Klingler

A Resolution to authorize the Mayor to seek financial assistance from the State of Ohio and the Ohio Department of Natural Resources for funding of a pedestrian and bicyclist bridge at Schneider Park near Astor Avenue.

WHEREAS, the Alum Creek Park Plan, the City of Bexley Strategic Plan, the Southwest Bexley Framework, and the ULI/MORPC Rapid 5 plan all call for the construction of a pedestrian and cyclist bridge at Alum Creek to connect Schneider Park to the Alum Creek greenway multi-use path on the west side of Alum Creek; and

WHEREAS, Schneider Park runs from Main Street to Livingston Avenue, with the Astor Avenue midpoint providing a primary entrance to the park; and

WHEREAS, west of and across the creek from the Astor Avenue access point to Schneider Park is access to Hanford Village Park, a City of Columbus park providing amenities to and commemorating historic Hanford Village; and

WHEREAS, This proposed bridge will provide a vital link to the historic Hanford Village Park, which has recently become more accessible due to the City of Columbus' installation of a signalized pedestrian crosswalk on Alum Creek Drive. Hanford Village, which was added to the National Register of Historic Places in 2013, plays an important role in Columbus's African American history. This neighborhood was established in the 1940s to meet postwar housing needs of returning African American soldiers, and was bifurcated by the construction of Interstate 70; and

WHEREAS, The 2020 amendment to the Bexley Strategic Plan calls for creating stronger connections between Bexley and our neighboring communities; and

WHEREAS, the 2022 State of Ohio Capital Budget includes provisions for assisting communities in funding capital projects which benefit the central Ohio region and the State of Ohio at large; and

WHEREAS, the Ohio Department of Natural Resources Land and Water Conservation Fund assists communities in funding projects to enhance greenways and blueways and conservation of and public access to natural resources within Ohio; and

WHEREAS, based on multiple planning processes and adopted strategic plans, and the desire to commence with this proposed project, the City of Bexley has determined that it is prudent to submit applications for financial assistance for the Schneider Park/Hanford Village pedestrian connector bridge;

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BEXLEY, OHIO:

Section 1. That Council endorses the construction of a pedestrian and cyclist bridge between Schneider Park and the Alum Creek greenways trail, and supports the application, by the Mayor, for financial assistance for the construction of the same.

Section 2. This Resolution shall go into full force and effect at the earliest date allowed by law.

Passed: _____, 2021

Lori Ann Feibel, President of Council

Attest: _____
Clerk of Council

Approved: _____, 2021

Ben Kessler, Mayor

First Reading:
Second Reading:
Third Reading:

Columbus Region

State Capital Budget Questionnaire

Due to Committee on November 5, 2021 at 11:59 p.m.

Full Organization Name: City of Bexley

Project Name: Schneider Park/Hanford Village Park Pedestrian and Bike Bridge

Address:

City: Bexley, Ohio and Columbus, Ohio

Zip Code: 43209

County: Franklin

Ohio House of Representative(s) Information (Name/District) where project is located:

Have you informed your Representative(s) that you are submitting this capital budget request?:

Representative Kristin Boggs / 18th District

Ohio Senator(s) Information (Name/District) where project is located:

Have you informed your Senator(s) that you are submitting this capital budget request?:

Senator Hearcel Craig / 15th District

Project Contact Name & Title: Ben Kessler, Mayor

Phone Number: 614-559-4210

Email: bkessler@bexley.org

Project Description

Please include the following project description information:

Brief description of the project to be funded (include the goal of the project, design, location and any other significant information) –

To create a pedestrian and bike bridge across Alum Creek west of Astor Avenue, thus providing between Bexley's park system and the Alum Creek multipurpose bike and pedestrian path. This bridge, which will create a direct connection between Schneider Park and Hanford Village Park, will provide a vital link to the historic Hanford Village Park, which has recently become more accessible due to the City of Columbus's installation of a signalized pedestrian crosswalk on Alum Creek Drive. Hanford Village, which was added to the National Register of Historic Places in 2013, plays an important role in Columbus's African American history. This neighborhood, which was established in the 1940s to meet postwar housing needs of returning African American soldiers, was featured in a 2021 Black History month series by the African American Employment Program.

Full description of the project to be funded (can include the same language as the brief description. This gives the applying organization the opportunity to provide more details/context if necessary. Must include the goal of the project, design, location and any other significant information)

The Schneider Park trail is a primarily natural woodland trail along the east bank of Alum Creek in Bexley between Main Street and Livingston Avenue. Located in a historically underserved area of the community, the City has invested heavily in expanding and improving the park over the past several years, including adding a community garden, playground, and athletic fields; repaving the Creekside trail at the older portion of the park; and expanding the Creekside trail to connect north to Main Street.

The Metro Parks/City of Columbus Alum Creek bike path is located on the west bank of Alum Creek and provides regional connectivity for pedestrians and cyclists. In the area of the Schneider Park Astor entrance, a pedestrian and bike bridge would provide access to the bike path for residents and users of the park, and would also align with the Hanford Village Park entrance, helping to stitch together two parks and two communities, and providing better connectivity to our region's greenways.

The bridge would be a truss bridge that would be designed to be harmonious with the natural surroundings of the Alum Creek corridor, and would connect to existing paved trails on the west and east sides of the creek. Daily forecasted use is in the range of 100-200 pedestrians/cyclists per day.

Projected regional economic impact (taxes, jobs, etc.)

The regional economic impact would come from the construction of the bridge, and the ancillary economic impact of having a stronger and better used regional greenways infrastructure.

Total project cost and total amount requested

\$375,000 Total Cost – with a request to the State for \$300,000

Specific portion of the project that State funds would support (include if the award will complete the project)

The funding from the State would be included in a pool with all other funds from other project supporters, potentially including the Ohio Department of Natural Resources and the Bexley Community Foundation.

Would the project leverage additional support? (e.g. matching funding from other public or private entities)

We're seeking remaining funds from ODNR Land and Water Conservation Fund grants and/or grants from the Bexley Community Foundation. Early discussions with co-grantors indicates that there is funding available at this level and that this project is desirable to grantors. In the instance where co-grantors are not identified, Bexley capital funds would be available for participating in the construction of the bridge.

Please describe the funding timeline for the project (i.e. when will the funding be needed to complete the project on time?)

Commencement of the project would ideally begin in the fall of 2022, with completion by the spring of 2023.

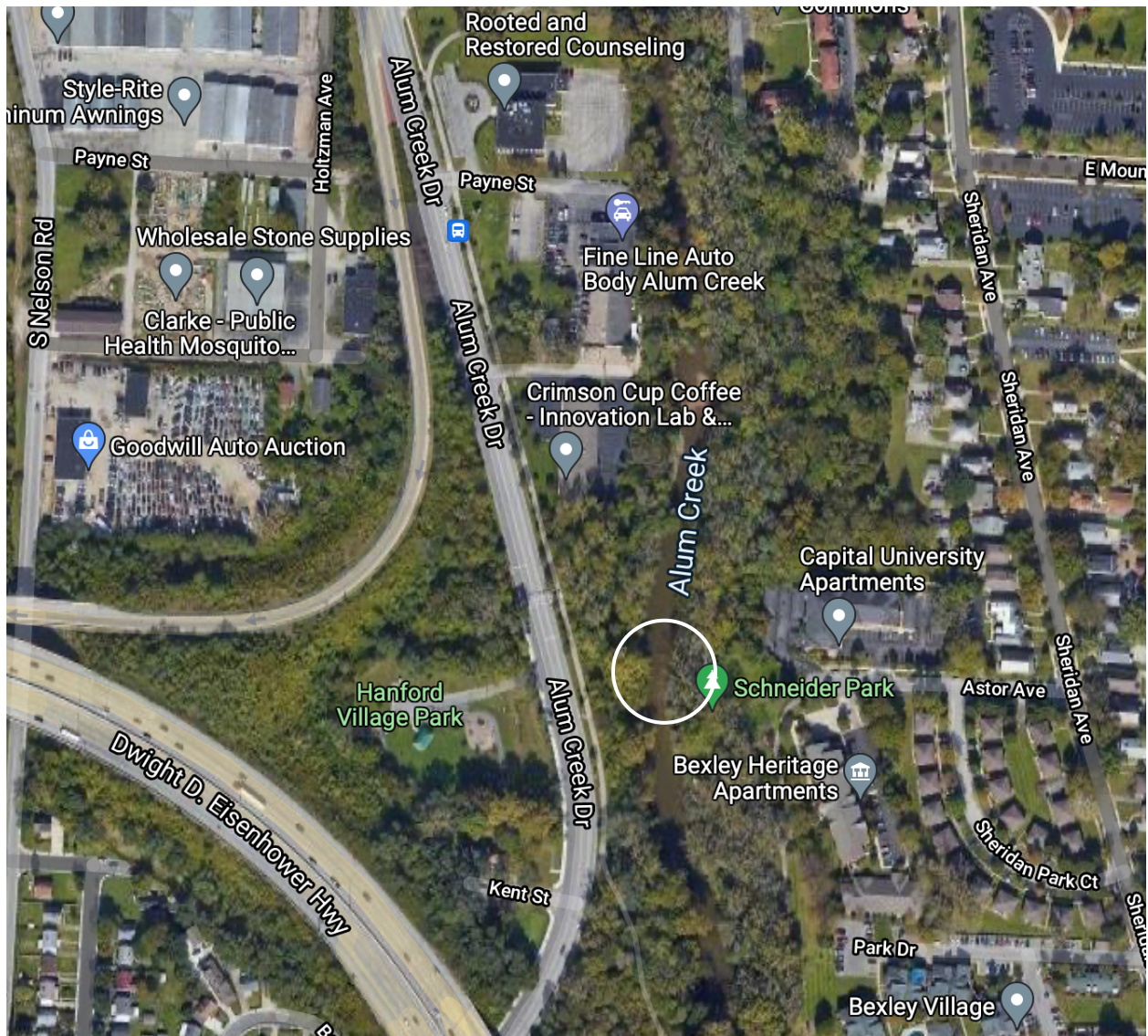
Explain the project's future sustainability (operational costs going forward)

Maintenance of the bridge would be accommodated by City of Bexley parks operating budget, which has adequate capacity to ensure the ongoing operation of the bridge.

Please include any additional materials that would be helpful for the committee (i.e. budgets, references, images, etc.)



Reference imagery



Submit final questionnaire via email to Gerard Basalla at gb@columbuspartnership.com and cc Jennifer Gildow at jg@columbuspartnership.com by Friday, November 5 at 11:59 p.m. Please reach out to Gerard if you have any questions or concerns before November 5.

ORDINANCE NO. 41-21

By: _____

**An Ordinance accepting the proposed donation of the Columbia Place private street
in the Columbia Place subdivision by the City of Bexley for a public street.**

WHEREAS, the Columbia Place Association, an Ohio nonprofit corporation in good standing in the State of Ohio, is the owner of a certain private street known as “Columbia Place” located in the Columbus Place Subdivision and Resubdivision, located entirely in the City of Bexley, being Franklin County Auditor’s Parcel No. 020020-004617 and platted as a private street in Plat Book 58, Page 10 and Plat Book 61, Page 86; and

WHEREAS, the Columbia Place Association filed Case No. 21 CV 907 in Franklin County Common Pleas Court to resolve any discrepancy in its title and ownership of Columbia Place (Private Drive) and received judgment declaring the Association owns fee simple title to all of the Columbia Place private drive, being Franklin County Parcel No. 020-004617; and

WHEREAS, the Columbia Place Association has offered to donate and convey to the City of Bexley that private street known as “Columbia Place” to be owned by the City of Bexley and become a public street; and

WHEREAS, it is in the interest and benefit of the City of Bexley and public at large that the City accept the donation of such Columbia Place as and for a public street.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Bexley, County of Franklin, State of Ohio, that:

Section 1. The City of Bexley accepts donation of the private street known as Columbia Place as platted in the Columbia Place subdivision recorded in Plat Book 58, Page 10 and platted in the Resubdivision of Reserve “A” of the Columbia Place subdivision recorded in Plat Book 61, Page 86 from the Columbia Place Association to the City of Bexley as and for public use and a public street, by General Warranty Deed in a form substantially similar as the General Warranty Deed attached hereto as Exhibit 1.

Section 2. The Mayor is authorized to do all acts and to execute all agreements and instruments appropriate or necessary to facilitate and carry out the donation and acceptance of the property and property interests identified in this ordinance, and to make any minor modifications to the instruments attached to this ordinance that are necessary to carry out the intent of this ordinance and the recording of the deed and any related easements.

Section 3. This Ordinance shall become effective from and after the earliest period provided by law.

Passed _____, 2021

Lori Ann Feibel, President of Council

Attest: _____
William Harvey, Clerk of Council

Approved: _____, 2021

Ben Kessler, Mayor

First Reading:

Second Reading:

Third Reading:

Passed:

ORDINANCE NO. _____

EXHIBIT A

GENERAL WARRANTY DEED

COLUMBIA PLACE ASSOCIATION, an Ohio Nonprofit Corporation, for valuable consideration paid, grants, with general warranty covenants, to THE CITY OF BEXLEY, Ohio, whose tax-mailing address is 2242 East Main Street, Bexley, Ohio 43209, the following real property as situated in the County of Franklin, in the State of Ohio, and in the City of Bexley, and bounded and described as follows:

Being all of that private drive known as "Columbia Place" as shown on the Columbia Place plat recorded in Plat Book 58, Page 10 and that "Private Drive" as shown in the Resubdivision of Reserve A of Columbia Place plat of record in Plat Book 61 page 86, in the Recorder's office, Franklin County, Ohio.

Parcel ID: 020-004617-00

Prior Instrument Reference: Grantor claims title to the property by virtue of Instrument No. 198206300073134 as recorded with the Franklin County, Ohio Recorder, as clarified by the *Judgment Entry* filed on August 24, 2021, in Franklin County Common Pleas Case No. 21 CV 907.

IN WITNESS WHEREOF, the said Grantor hereunto has set its hand, this ____ day of _____, 2021.

COLUMBIA PLACE ASSOCIATION

Karen McCoy, M.D., President

STATE OF OHIO

COUNTY OF FRANKLIN SS:

Executed before me on the __ day of _____, 2021, by Karen McCoy, M.D., president of the Columbia Place Association, who acknowledged the same to be her free and voluntary act on behalf of the Columbia Place Association.

Notary Public

Prepared by and return to: THE BEHAL LAW GROUP LLC, 501 South High, Columbus, Ohio 43215

COLUMBIA PLACE

PLAT BOOK 58

PAGE 10

Situated in the State of Ohio, County of Franklin, City of Bexley, located in Half Section 20, Section 13, Township 5, Range 22, Refugee Lands, and being part of Lots 48, 49 and 50 of Rownd and Knauss' Park View Subdivision of record in Plat Book 4, Page 47, and containing 1.3196 acres of land, more or less, being also the same premises as conveyed to BEXLEY PROPERTIES, by deed of record in Deed Book 3767, Pages 419 and 420, all references being to those of record in the Recorder's Office, Franklin County, Ohio.

The undersigned BEXLEY PROPERTIES, an Ohio General Partnership, by JEFFREY PAINE, PETER LORMS and SIDNEY BLATT, as Partners, duly authorized in the premises, does hereby certify that the attached plat correctly represents its "COLUMBIA PLACE", a resubdivision of part of Lots 48, 49 and 50 of Rownd and Knauss' Park View Subdivision, and a new subdivision of Lots 1 thru 3, inclusive, Reserve "A", Private Drive and Buffer Strips (Future Common Areas) and does hereby accept this plat of same.

Easements are reserved where indicated on the plat, for the construction, operation and maintenance of all public and private utilities above and beneath the surface of the ground and where necessary are for the construction, operation and maintenance of service connections to all adjacent lots and lands and for storm water drainage.

In Witness Whereof, JEFFREY PAINE, PETER LORMS and SIDNEY BLATT, Partners of BEXLEY PROPERTIES, an Ohio General Partnership, have hereunto set their hands this 3rd day of December, 1980.

WITNESSES

BEXLEY PROPERTIES
an Ohio General Partnership

By Jeffrey Paine Partner
and Peter Lorms Partner
and Sidney Blatt Partner

STATE OF OHIO

Before me, a Notary Public in and for said State, personally appeared JEFFREY PAINE, PETER LORMS and SIDNEY BLATT, as Partners of BEXLEY PROPERTIES, who acknowledged the signing of the foregoing instrument to be their voluntary act and deed and the voluntary Partnership act and deed of said BEXLEY PROPERTIES, for the uses and purposes expressed herein.

In Witness Whereof, I have hereunto set my hand and affixed my official seal this 3rd day of December, 1980.

My Commission Expires August 9, 1984

Approved this 11th day of December, 1980.

Approved this 3rd day of December, 1980.

Approved and accepted this 3rd day of December, 1980, by Ordinance No. 28-80, by the Council, for the City of Bexley, Ohio.

Mayor, Bexley, Ohio

Accepted for platting this 9th day of JAN., 1981.

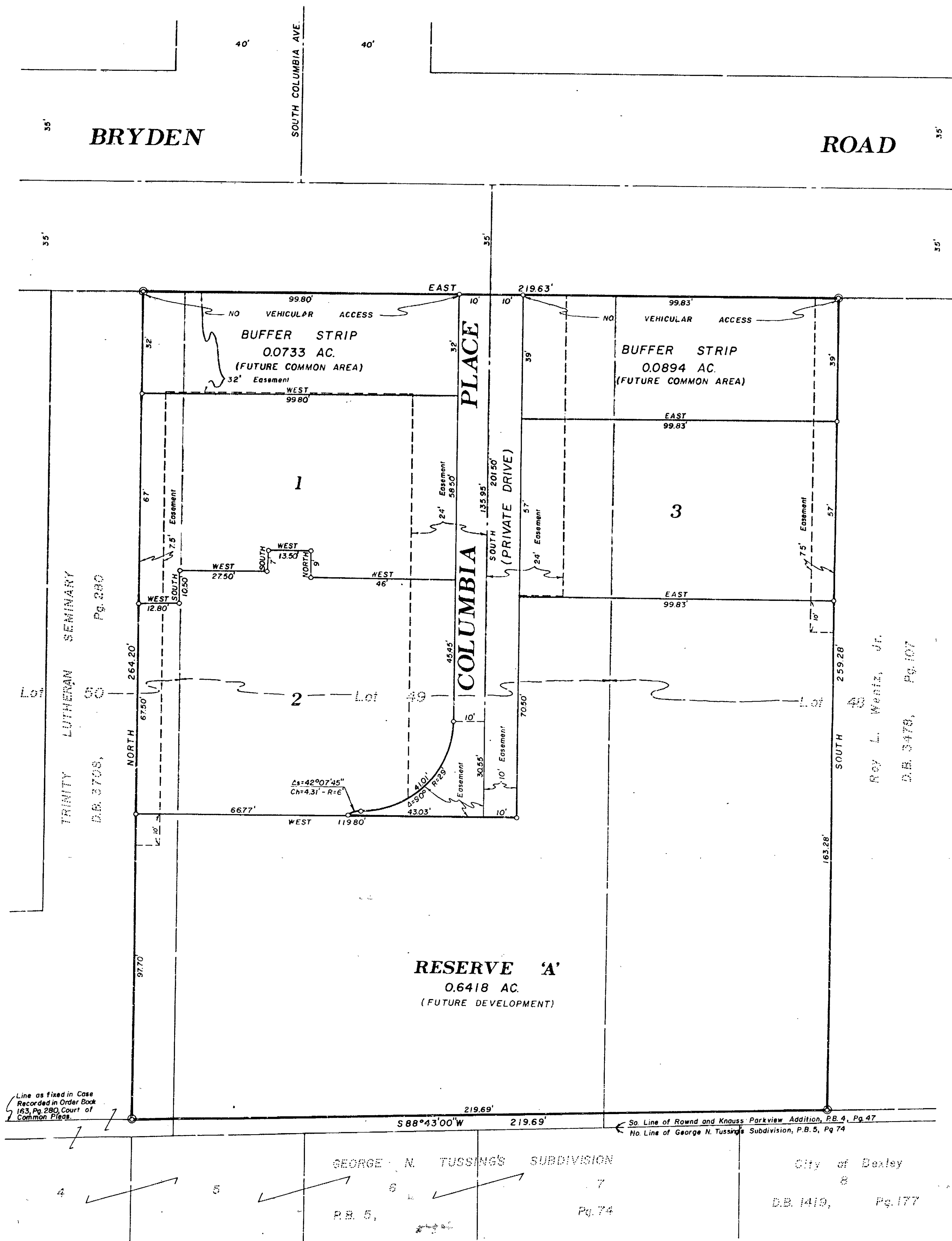
Filed for record this 9th day of JAN.

1981 at 1:45 P.M. Fee \$ 17.30 File No. 01561

Recorded this 9th day of Jan., 1981.

Plat Book 58 Page 10

Valerie Park Oliva
Notary Public, State of Ohio
The Jennings-Lawrence Co. by: Claude White
City Engineer, Bexley, Ohio
Judith Y. Blackman
Chairman, Planning Commission, Bexley, Ohio
John W. Harkins
Clerk, Bexley, Ohio
Roger W. Tracy, Jr.
Auditor, Franklin County, Ohio
Dorothy Towner
Deputy Auditor, Franklin County, Ohio
Palmer C. McNeal
Recorder, Franklin County, Ohio
Richard Burgstaller
Deputy Recorder, Franklin County, Ohio



LOCATION MAP & BACKGROUND DRAWING
SCALE 1" = 800'

N

SURVEY DATA:
IRON PINS: Where indicated unless otherwise noted are to be set and are thirteen sixteenths (13 16) inch I.D. thirty inches long with a plastic plug placed in the top bearing the initials E.M.H.T. INC.
PERMANENT MARKERS: Where indicated unless otherwise noted are to be set and are one (1) inch I.D. thirty (30) inches long with a plastic plug placed in the top bearing the initials E.M.H.T. INC.
BASIS OF BEARINGS: The bearing system on this plat was assigned.
SOURCE OF DATA: Deed of subject property Deed Book 3767, Pages 419 & 420. Related deeds: Deed Book 3473, Page 107 and Deed Book 3708, Page 280. Other: Plat Book 4, Page 47. All deed references being to those of record in the Recorder's Office, Franklin County, Ohio.

SURVEYED & PLATTED

BY

EVANS, MECHWART, HAMBLETON & TILTON, INC.
CONSULTING ENGINEERS & SURVEYORS

GAHANNA, OHIO

December, 1980

We do hereby certify that we have surveyed the above premises, prepared the attached plat, and that said plat is correct. All dimensions are in feet and decimal parts thereof. Dimensions shown on curves are chord measurements.

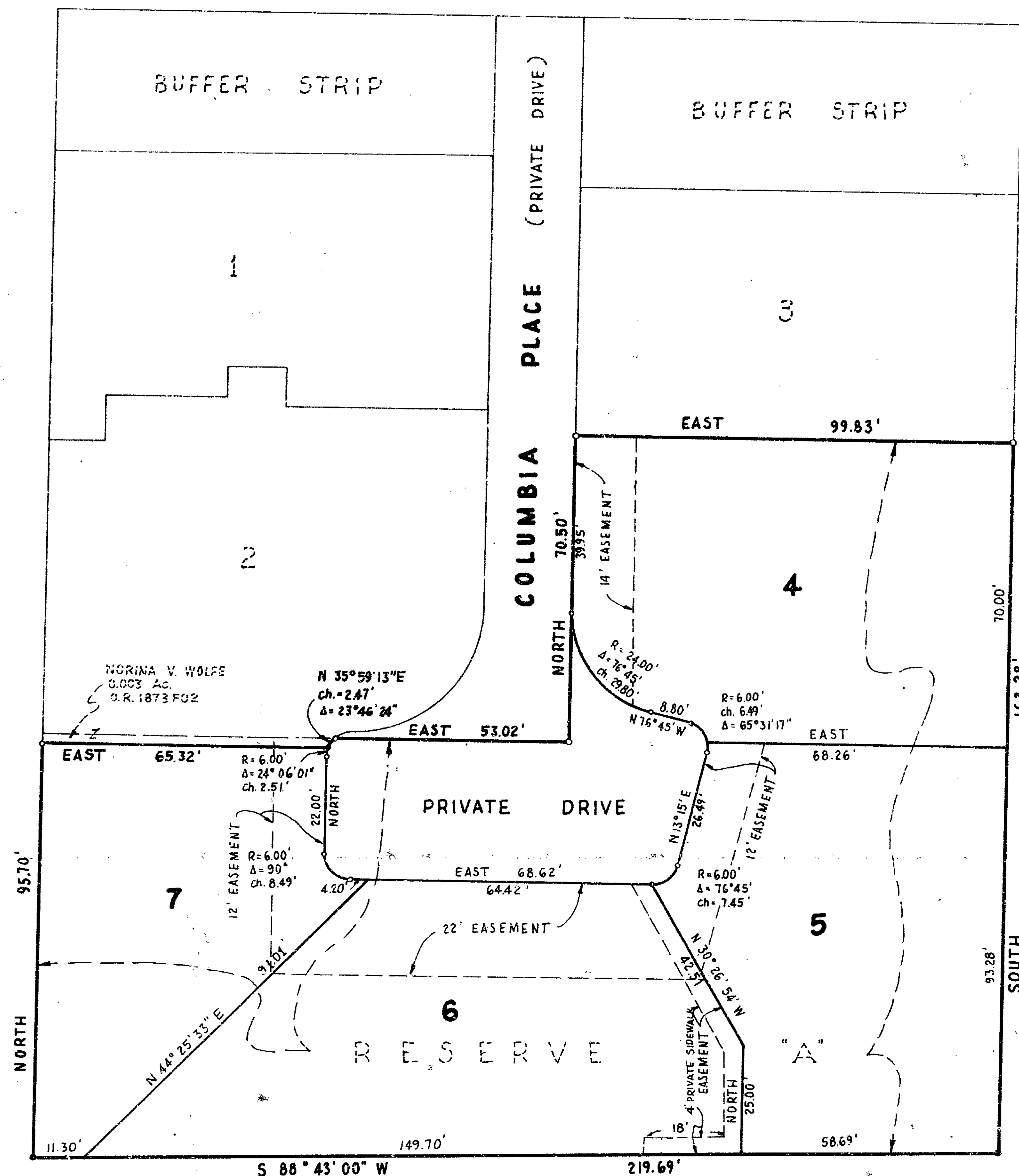
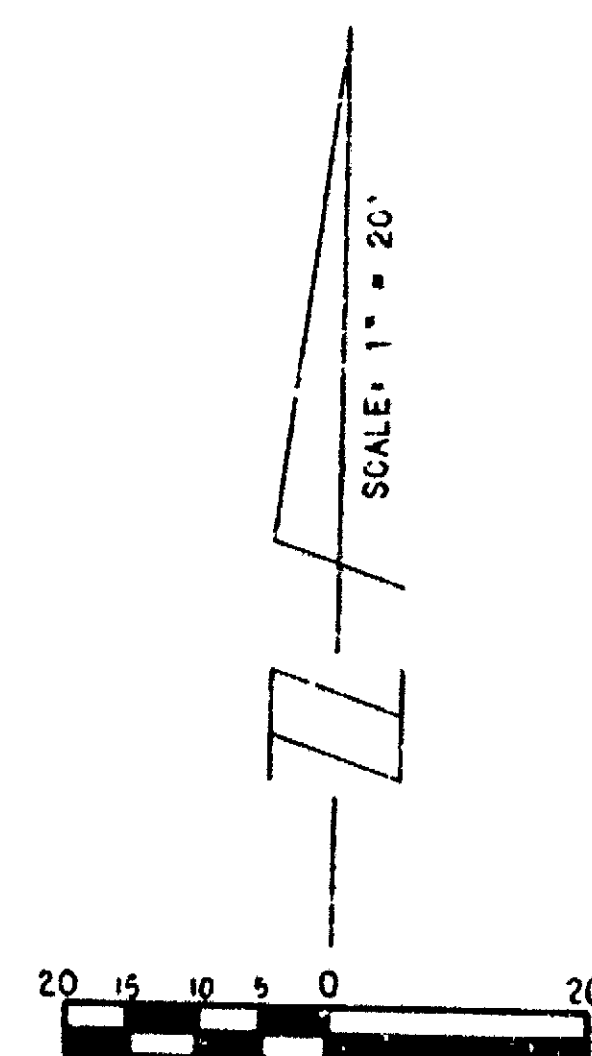
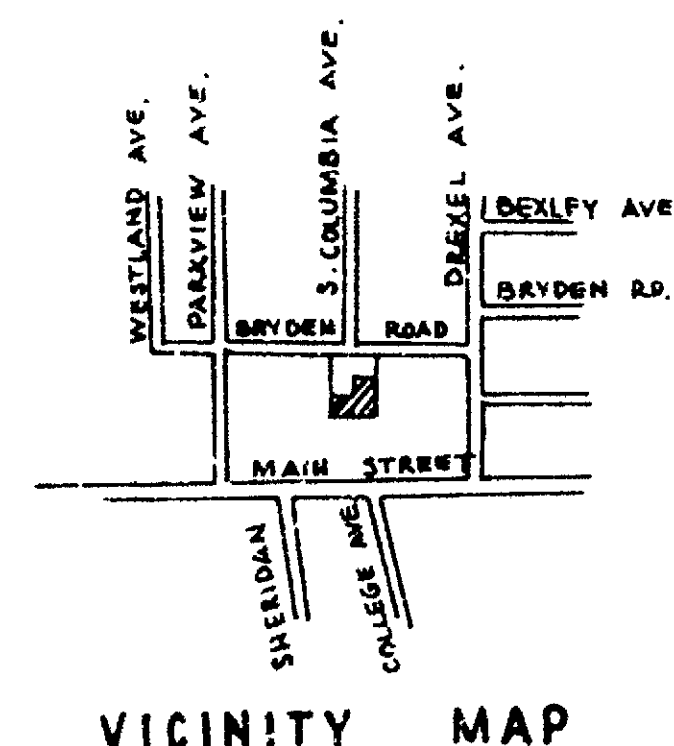
By E.E. Maddy
E.E. MADDY, Registered Surveyor No. 4965



RESUBDIVISION OF RESERVE "A" OF COLUMBIA PLACE

PLAT BOOK 61 PAGE 86

BRYDEN ROAD



WE DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE ABOVE PREMISES, PREPARED THE ATTACHED PLAT AND THAT SAID PLAT IS CORRECT. ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF. DIMENSIONS SHOWN ALONG CURVES ARE CHORD MEASUREMENTS.

IRON PINS ARE INDICATED BY THE FOLLOWING SYMBOL: PERMANENT MARKERS ARE TO BE PLACED UPON COMPLETION OF CONSTRUCTION NECESSARY TO THE IMPROVEMENT OF THIS LAND ARE INDICATED BY THE FOLLOWING SYMBOL:

PREPARED BY: R.D. ZANDE & ASSOCIATES, LTD.
1237 DUBLIN ROAD
COLUMBUS, OHIO 43215

Randy W. Pennington
REGISTERED SURVEYOR NO. 6096



NOTE: THE BEARINGS SHOWN ON THE ATTACHED PLAT ARE BASED ON THE BEARINGS AS SHOWN ON COLUMBIA PLACE RECORD PLAT OF RECORD IN PLAT BOOK 58 PAGE 10

SITUATE IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF BEXLEY, IN HALF SECTION 20, SECTION 13, TOWNSHIP 5, RANGE 22, REFUGEE LANDS, AND BEING ALL RESERVE "A" OF COLUMBIA PLACE OF RECORD IN PLAT BOOK 58 PAGE 10, AND CONTAINING 0.639 ACRES, MORE OR LESS, AS CONVEYED TO BEXLEY PROPERTIES, BY DEED OF RECORD DEED BOOK 376, PAGES 419 AND 420, ALL REFERENCES BEING TO THOSE OF RECORD IN THE RECORDER'S OFFICE, FRANKLIN COUNTY, OHIO.

THE UNDERSIGNED BEXLEY PROPERTIES, A SOLE PROPRIETORSHIP, BY SIDNEY I. BLATT, DULY AUTHORIZED, IN THE PREMISES, DOES HEREBY CERTIFY THAT THE ATTACHED PLAT CORRECTLY REPRESENTS ITS "RESUBDIVISION OF RESERVE "A" OF COLUMBIA PLACE" A NEW SUBDIVISION OF LOTS 4 THRU 7, INCLUSIVE, AND A PRIVATE DRIVE AND DOES HEREBY ACCEPT THIS PLAT OF SAME.

EASEMENTS ARE RESERVED WHERE INDICATED ON THE PLAT, FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF ALL PUBLIC AND PRIVATE UTILITIES ABOVE AND BENEATH THE SURFACE OF THE GROUND AND WHERE NECESSARY ARE FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF SERVICE CONNECTIONS TO ALL ADJACENT LOTS AND LANDS AND FOR STORM WATER DRAINAGE.

IN WITNESS WHEREOF, SIDNEY I. BLATT OF BEXLEY PROPERTIES, SET HIS HAND THIS 6th DAY OF July, 1984. HEREFUNTO

WITNESSES

BEXLEY PROPERTIES

Franklin J. Blum
Peggy J. Blum

Sidney I. Blatt
SIDNEY I. BLATT

STATE OF OHIO SS.

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED SIDNEY I. BLATT, OF BEXLEY PROPERTIES, WHO ACKNOWLEDGED THE SIGNING OF THE FOREGOING INSTRUMENT TO BE HIS VOLUNTARY ACT AND DEED AND THE VOLUNTARY ACT AND DEED OF SAID BEXLEY PROPERTIES, FOR THE USES AND PURPOSES EXPRESSED HEREIN.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THIS 6th DAY OF July, 1984.

MY COMMISSION EXPIRES March 27, 1987 *Richard W. Langan*
NOTARY PUBLIC, STATE OF OHIO

APPROVED THIS 10th DAY OF July, 1984 *Richard W. Langan*
CHAIRMAN, PLANNING COMMISSION
BEXLEY, OHIO

APPROVED ACCEPTED THIS 10th DAY OF July, 1984, BY ORDINANCE NO. 10-14, BY THE COUNCIL, FOR THE CITY OF BEXLEY, OHIO
David M. Miller MAYOR, BEXLEY, OHIO
Shirley H. Heston CLERK, BEXLEY, OHIO

APPROVED AND ACCEPTED THIS 26th DAY OF July, 1984 *Roger W. Jones*
AUDITOR, FRANKLIN COUNTY, OHIO

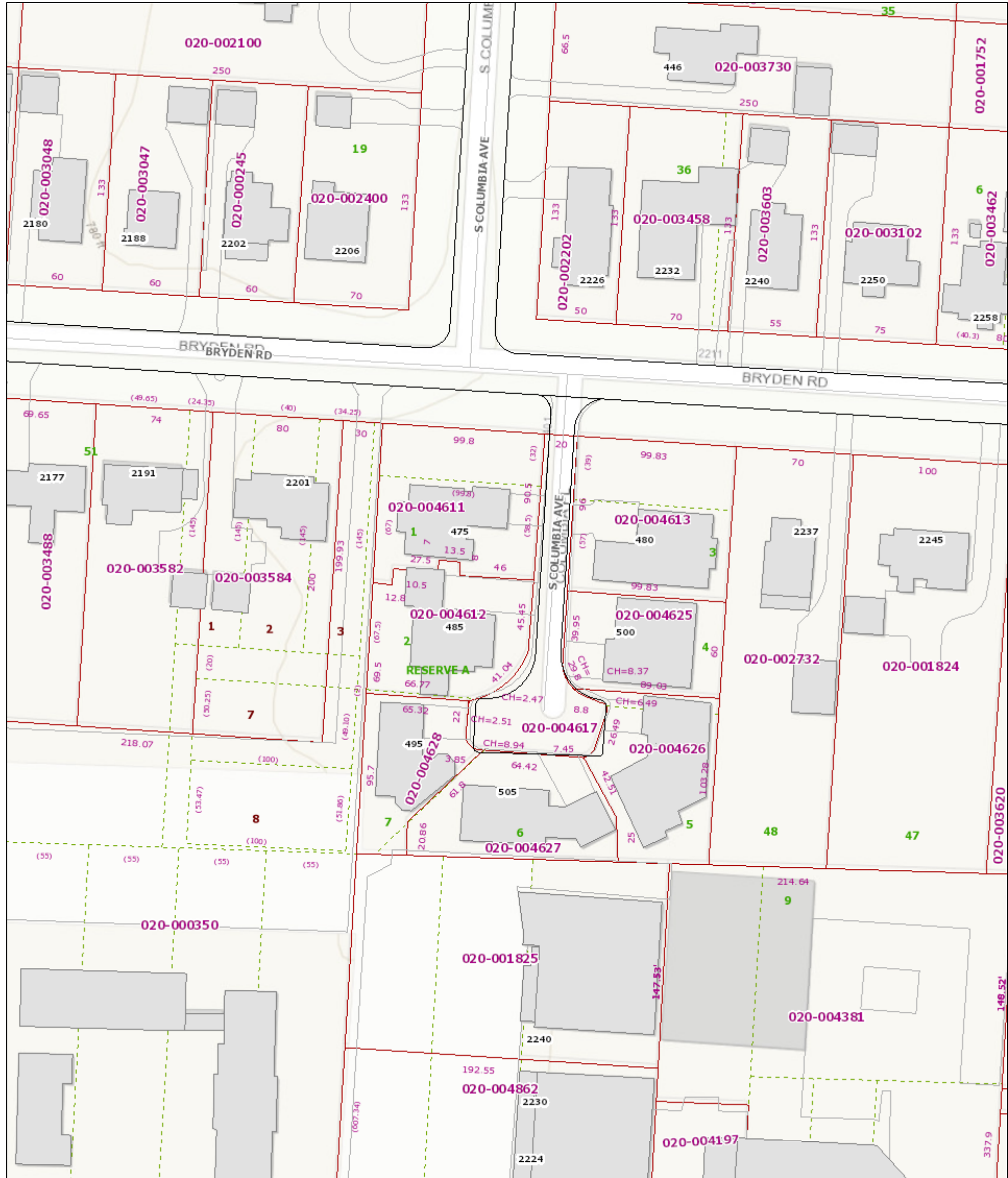
FILED FOR RECORD THIS 27th DAY OF July, 1984. AT 10:26 A.M.

FEE 1.00 FILE NO. 27-1987 *Richard W. Langan*
RECORDER, FRANKLIN COUNTY, OHIO

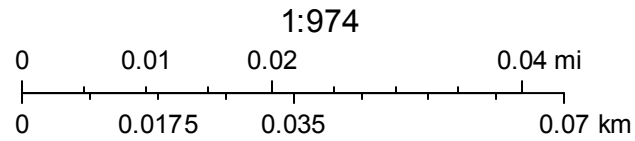
RECORDED THIS 27th DAY OF July, 1984 PLAT BOOK 61 PAGE 86

Richard W. Langan
DEPUTY RECORDER, FRANKLIN COUNTY, OHIO

Columbia Place

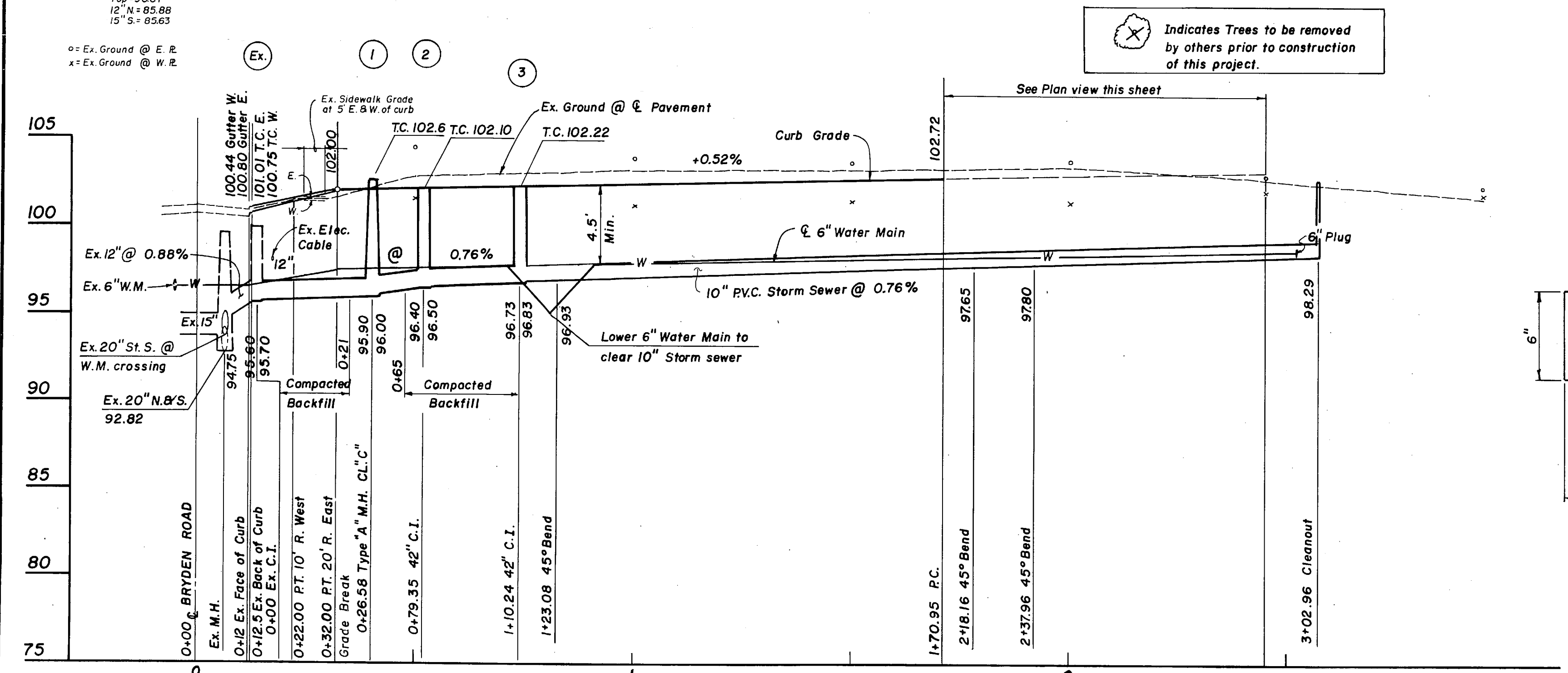
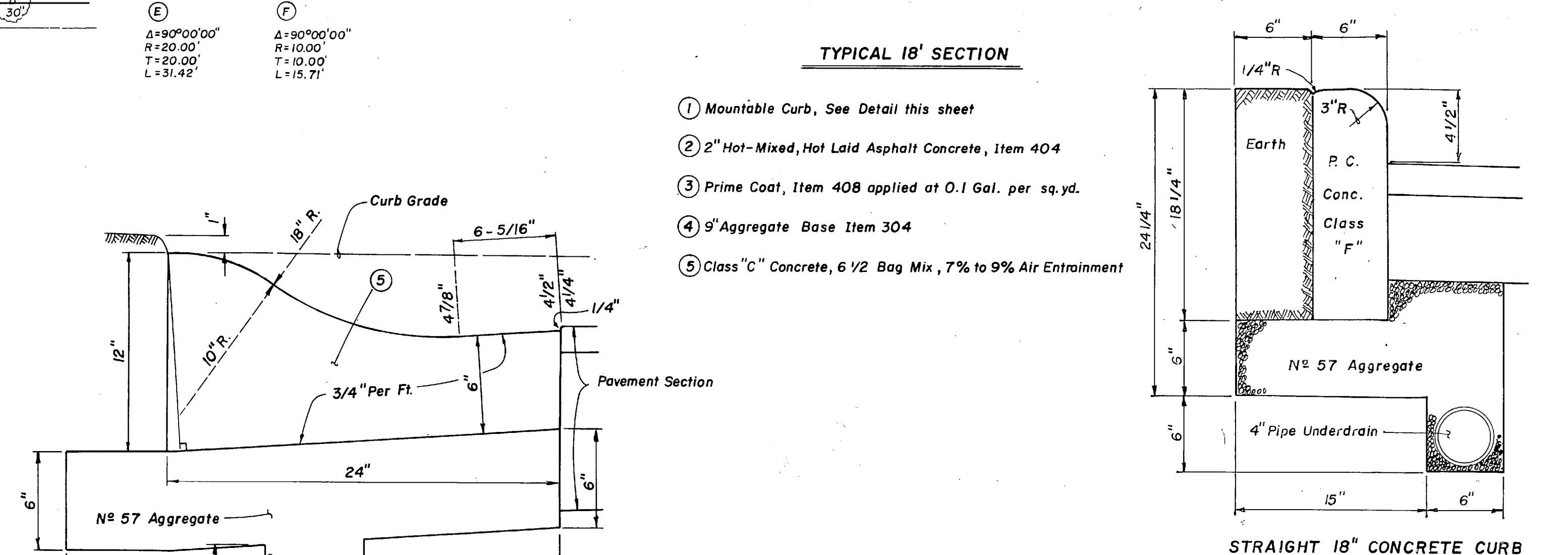
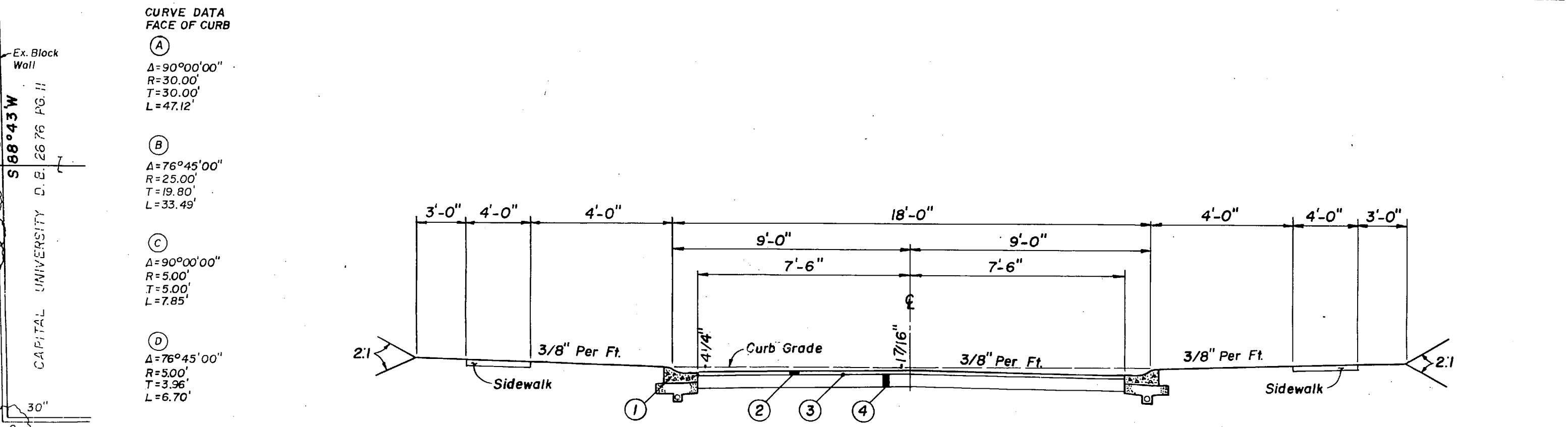
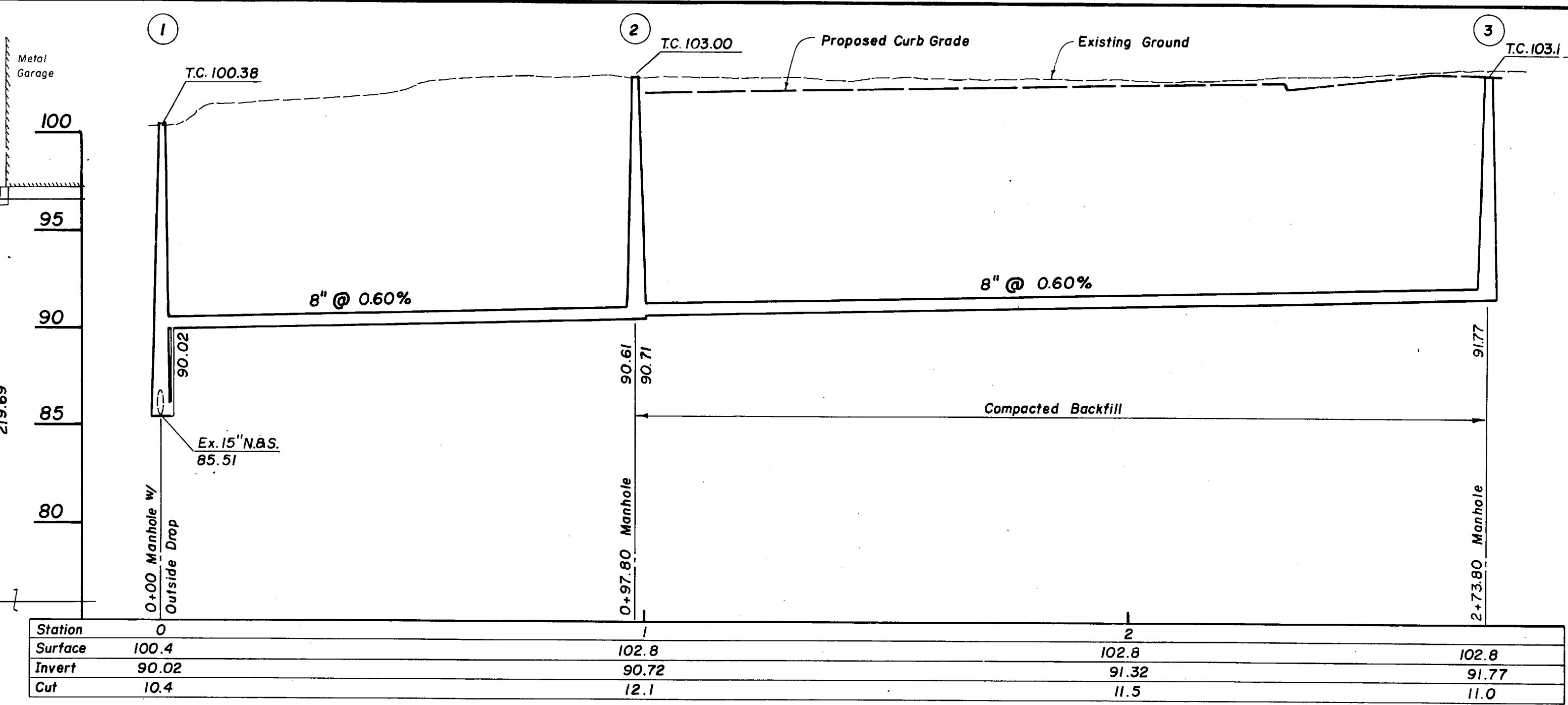
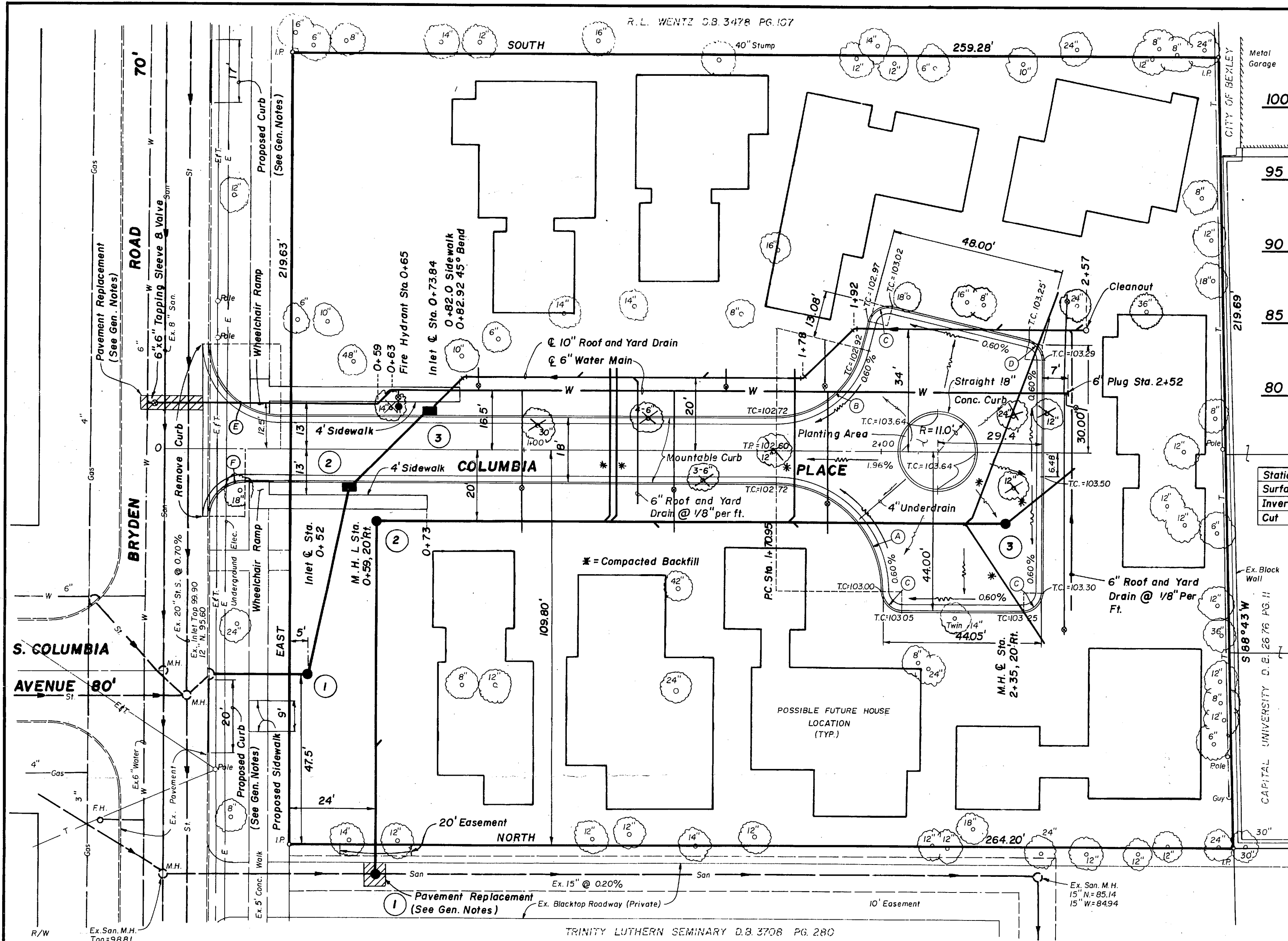


October 13, 2020



Franklin County Auditor
Sources: Esri, HERE, Garmin, Intermap, increment P Corp.,
GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL,
Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c)
OpenStreetMap contributors, and the GIS User Community

Parcel	Address	Auditor Valuation	Property Taxes to City	Street Levy Portion
020-004611	475 Columbia Place	\$411,800	\$677.55	\$391.61
020-004612	485 Columbia Place	\$656,700	\$1,080.49	\$624.51
020-004628	495 Columbia Place	\$477,200	\$785.16	\$453.81
020-004627	505 Columbia Place	\$535,000	\$880.26	\$508.77
020-004626	510 Columbia Place	\$891,700	\$1,467.15	\$847.98
020-004625	500 Columbia Place	\$649,500	\$1,068.65	\$617.66
020-004613	480 Columbia Place	\$581,700	\$957.09	\$553.18
				\$3,997.52



CITY OF BEXLEY, OHIO
PRIVATE
STREET, WATER & SANITARY SEWER IMPROVEMENT
COLUMBIA PLACE

SCALE: Horiz. 1" = 20'
Vert. 1" = 5'

AUG., 1980

EVANS, MECHWART, HAMBLETON & TILTON, INC.
CONSULTING ENGINEERS, SURVEYORS

GENERAL NOTES

The City of Bexley Requirements together with the City of Columbus Construction and Materials Specifications dated 1978, including all supplements thereto, shall govern this work except as such specifications are modified by indicated notes or details set forth herein.

Any modifications or changes to the sanitary sewer work as shown on the drawings, must have prior written approvals by the Superintendent Division of Sewerage and Drainage, City of Columbus.

Roof drains, foundation drains and other clean water connections to the sanitary sewer system are prohibited on this project.

If ABS Composite pipe is used, all wye or tee branches shall be fitted with a 2 foot (min.) length of ABS Solid Wall Sewer Pipe with a solvent weld cap or plug on the end. The cost of this shall be included in the price per lineal foot for sewer items.

Location, support, protection and restoration of all existing utilities and appurtenances shall be the responsibility of the Contractor. The cost of this work shall be included in the unit price bid for the various items. It shall be the responsibility of the Contractor, prior to construction to determine in the field the actual locations and elevations of all existing utilities whether shown on the plan or not. The Contractor shall call 1-800-362-2764 (toll free) 72 hours prior to any excavation.

The Contractor and Sub-Contractor shall be solely responsible for complying with the Occupational Safety and Health Act of 1970 during the conduct and performance on and in connection with this project.

The Contractor shall obtain all necessary permits for construction of this project prior to construction.

Water service boxes shall be located 24" from the back of curb unless otherwise shown on the plan.

In case of conflict in grade between water lines and storm sewers the water lines shall be lowered during construction.

On the dead end 6" water main, two ¾" taps shall be installed within two feet of the end of the main.

All traffic lanes shall be fully open to traffic on Bryden Road and the private drive along the east property line from 7:00 to 9:00 A.M. and 4:00 to 6:00 P.M. One lane may be closed to traffic during working hours. All trenches shall be backfilled or securely plated during non-working hours.

Steady Burning Type C lights shall be required on all barricades, drums, and similar traffic control devices in use at night. Permanent Pavement replacement on Bryden Road and the private drive along the east property line shall be constructed in accordance with Item 628 of the Specifications and Standard Drawing 1244 Dr. A. Type I-C.

The Contractor shall contact the property owner at least 72 hours prior to curb construction in order to locate possible curb openings for roof drains.

The Contractor shall not remove any trees without prior written approval by the owner.

The Contractor shall perform leakage test and furnish all necessary equipment and materials in order to test sanitary sewer and water main in accordance with the City of Columbus Specifications.

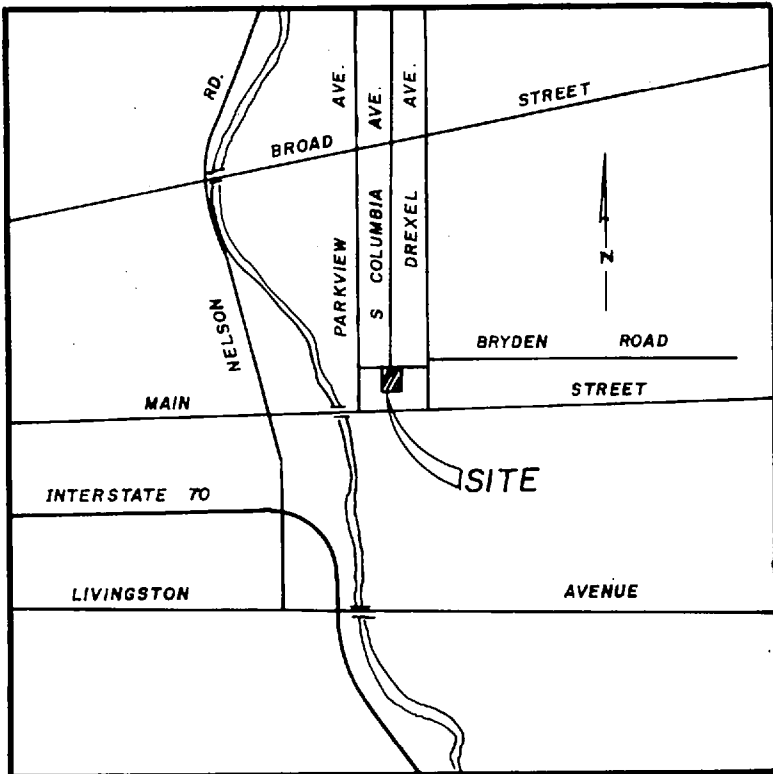
The minimum requirement for the 10" and 6" storm sewer pipe shall be P.V.C. sewer pipe ASTM D-3034, SDR 35 or approved equal.

All 6" service extensions for future roof and yard drains shall be laid on a grade of 1/8" per foot.

All wye branches and 6" service extensions for future roof and yard drains shall be plugged.

All curb designated for replacement on Bryden Road shall be constructed in accordance with City of Columbus Standard Drawing 1117 Dr. A. Item 609.

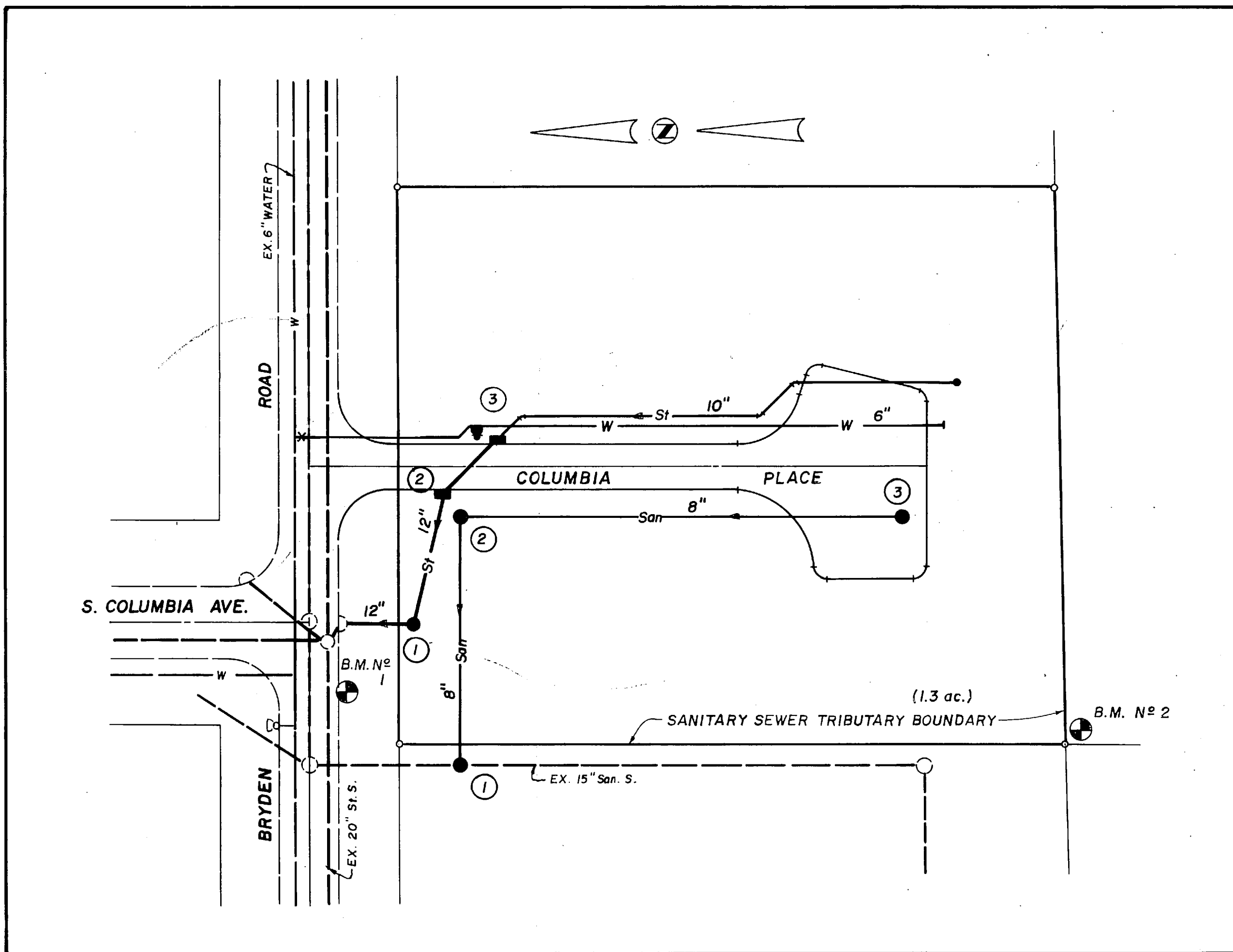
All wheelchair ramps shall be constructed in accordance with City of Columbus Standard Drawing 1227 Dr. A. Item 608. Cost of wheelchair ramps to be included in price bid for sidewalk Item 608.



SITE MAP

CITY OF BEXLEY, OHIO
PRIVATE STREET, WATER AND SANITARY SEWER IMPROVEMENT
FOR

COLUMBIA PLACE



INDEX MAP

SCALE: 1" = 40'

CITY OF COLUMBUS
STANDARD CONSTRUCTION DRAWINGS
The Standard Construction Drawings listed on these plans shall be considered a part thereof.

1117 Dr. A.	AA-S-100	L-6306
1153 Dr. A.	AA-S-102	L-6309
1227 Dr. A.	AA-S-106	L-6310
	AA-S-110	L-6311
	AA-S-111	L-6637
	AA-S-112	L-7001
	AA-S-119	
	AA-S-123	
	AA-S-151	
	AA-S-160	

BENCH MARKS

B.M. No. 1	P.K. Nail in East side of Electric pole located 30' ± South of the intersection of Bryden Road and South Columbia Avenue. Elev. 100.86
B.M. No. 2	Top of Iron Pin locating the Southwest corner of subject property. Elev. 101.82

ESTIMATE OF QUANTITIES

ITEM	QUAN.	UNIT	DESCRIPTION
STREET			
202	50	L.F.	Curb Removed (Bryden Road)
203	420	C.Y.	Excavation including embankment construction
304	171	C.Y.	Aggregate Base (9" thick)
404	38	C.Y.	Asphalt Concrete (2" thick)
408	680	S.Y.	Prime Coat
604	660	L.F.	4" Underdrains
608	510	S.F.	Sidewalk
609	590	L.F.	Mountable Curb and Gutter
609	37	L.F.	Curb Replaced (Bryden Road) including Excavation
628	14	S.Y.	Pavement Replacement (Sanitary and Water)
609	70	L.F.	Straight 18" Conc. Curb
STORM			
604	1	Ea.	Type "A" Manhole
604	2	Ea.	42" Curb Inlet
901	110	L.F.	12" Concrete Pipe 706.01, Class II w/Type I Bedding
Spec.	195	L.F.	10" P.V.C. Storm sewer ASTM D-3034; SDR-35 Including Cleanout
Spec.	115	L.F.	6" P.V.C. Storm sewer ASTM D-3034; SDR-35
Spec.	6	Ea.	6" x 10" Wye Branch
WATER			
801	260	L.F.	6" Ductile Iron Water Pipe; Class 53
802	1	Ea.	6 Valve w/Box
805	1	Ea.	6" x 6" Tapping Sleeve and Valve w/Heavy Duty Valve Box
805	5	Ea.	¾" Water Taps (long)
805	4	Ea.	¾" Water Taps (short)
805	1	Ea.	Fire Hydrant
SANITARY			
604	2	Ea.	Manholes, Type C
604	1	Ea.	Manholes, w/Outside drop (AA-S-110)
901	275	L.F.	8" Sanitary Sewer w/Type I Bedding
915	9	Ea.	6" x 8" Wye Branch
918	177	L.F.	6" Sanitary Sewer w/Type I Bedding (Under pavement one per trench)
* 918	86	L.F.	6" Sanitary Sewer w/Type I Bedding (Under pavement two per trench)

* The footage indicated represents the length of service pipe rather than the length of trench required.

Prepared By
EVANS, MECHWART, HAMBLETON & TILTON, INC.

By _____
Registered Engineer No. 33179 Date _____

Approved this _____ day of _____, 1980. _____
Mayor, City of Bexley

Approved this _____ day of _____, 1980. _____
Assistant Service Director, City of Bexley

Approved Sanitary Sewer Only

Approved this _____ day of _____, 1980. _____
Supt. Division of Sewerage and Drainage
City of Columbus

Approved this _____ day of _____, 1980. _____
Director of Public Service
City of Columbus

Approved on the part of the City of Columbus is given pursuant to the provisions of the sewer service agreement with the City of Bexley.

Annual Depreciation / Replacement Cost Calculation
Columbia Place, City of Bexley Ohio
Prepared By David B Koch, PE 10/11/2021

Ref: Street, Water, Sanitary, Storm Plans from 1980

Item	Quantity	Units	Unit Cost (2021 \$)	Total Cost	Est. Life (years)	Annual Cost
Pavement Base	680	SY	70	\$47,600	80	\$595
Asphalt Surface	680	SY	20	\$13,600	15	\$907
Concrete Curb	590	LF	40	\$23,600	50	\$472
Storm Sewer (lining cost only)	305	LF	65	\$19,825	80	\$248
Sanitary Sewer (lining cost only)	275	LF	45	\$12,375	80	\$155
Water Main	260	LF	200	\$52,000	80	\$650
Water Services (main to curb)	9	Ea	3000	\$27,000	80	\$338
Totals				\$196,000		\$3,364

Above Costs do not include:

Cost to repair current deficiencies
Sanitary Sewer Services (Private)
Water Services behind curb (Private)
Storm Sewer Service Lines for Roof Drains and Sump Pumps (Private)
Sidewalks or Driveways (Private)
Misc. Costs to replace improvements built on top of utility easements (trees, sidewalks, driveways, landscape)
Irrigation System Repair when other work in Right of Way is replaced (Private)

Notes:

The existing pavement is only 2" thick asphalt on top of 9" of gravel.
This is less than a typical City Street. Typical would be 3"(+) of asphalt on top of a 6" thick concrete base.
Pavement width is only 15' between curbs and may be difficult to plow snow if vehicles are allowed to park on street.
Some sidewalk panels were installed with excessive cross-slope and are not ADA Accessible.
The existing water main is a dead end and cannot be flushed as there is not a fire hydrant located at the end.
This may result in poor water quality and potential issues with sediment and buildup of deposits.

ORDINANCE NO. 40 - 21

By: Troy Markham

**An ordinance to specify overtime pay provisions for City employees who worked community events
on July 4, 2021 and September 5, 2021**

WHEREAS, Due to additional demands imposed on community events in order to respond to pandemic related health and safety considerations, additional staffing resources have been required at community events; and

WHEREAS, Staff resources have, in general, been stretched with additional workload attributable to pandemic-related logistical and health and safety considerations; and

WHEREAS, The City wishes to acknowledge the hard work of City staff during unusual and at times under trying circumstances;

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

Section 1.

That all salaried and otherwise overtime exempt employees who worked the annual 4th of July activities on July 4, 2021, shall be entitled to overtime pay at the applicable rates specified in 262.02(c)(3)(b). This Section does not apply to the Mayor.

Section 2.

That all employees, regardless of overtime exempt status, who worked the 2021 Labor Day Block Party on September 5, 2021, shall receive double-time for hours worked. This Section does not apply to the Mayor.

Section 3.

That this Ordinance shall go into full force and effect at the earliest period allowed by law.

Passed _____, 2021

Lori Ann Feibel, President of Council

Attest: _____, 2021

William Harvey, Clerk of Council

Approved: _____, 2021

Benjamin Kessler, Mayor

First Reading:

Second Reading:

Third Reading:

Ordinance 24 - 21

By: Richard Sharp

An Ordinance to award the Bexley Electricity Aggregation Program contract to AEP Energy, based upon the terms and conditions provided for in its RFP, as modified by the Board of Control.

WHEREAS, the City of Bexley ("City") has determined that it is in the best interest of its residents to take action to address the electricity supply requirements of its residents and, to that end, to proceed with creating an electricity aggregation program for the City and its residents (the "Program"); and

WHEREAS, on November 6, 2001, the electors of the City of Bexley approved of the City's plan to create an electric aggregation program for customers located within the boundaries of the City; and

WHEREAS, the City wishes to encourage and facilitate the development of Ohio renewable energy projects and, to that end, shall include a 100% renewable content in its City aggregation RFP with an emphasis on renewable energy produced or to be produced in Ohio; and

WHEREAS, the City developed and issued a request for proposals (RFP) to qualified electricity suppliers to provide electricity and related services to the City's Program; and

WHEREAS, the City wishes to explore, after a public hearing and additional education, the awarding of the contract to AEP Energy;

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

Section 1.

That, based upon its being the most qualified and responsive electricity supplier to respond to the City's Request for Proposals, that AEP Energy be selected as the electric supplier for the City's Electricity Aggregation Program, based upon the terms and conditions provided for in the Request for Proposal attached hereto as "Exhibit A", with the following modifications:

1. Use of the Midwest Renewable Energy Credit program as discussed with AEP Energy, at an agreed upon rate of \$5.499 per kilowatt hour;
2. Specification that residents may opt out of the aggregation program at any time

And that the Mayor shall be authorized to execute such agreement in form approved by the City's legal counsel and consistent with this Ordinance.

Section 2.

That this Ordinance shall go into effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2021

Lori Ann Feibel, President of Council

Attest: _____
William Harvey, Clerk of Council

Approved: _____, 2021

Ben Kessler, Mayor

First Reading: May 25, 2021
Second Reading:
Third Reading:

100% Renewable Full Requirements Retail Electric Generation Supply for the City of Bexley Opt-Out
Governmental Aggregation Program

MARCH 5, 2021
AEP ENERGY, INC.
1 EASTON OVAL, SUITE 200, COLUMBUS, OH 43219



Subject: Request for Competitive Sealed Proposal – City of Bexley, Ohio Full Requirements Retail Electric Generation Supply for Governmental Aggregation

Cover Letter:

AEP Energy thanks Mayor Kessler and the City of Bexley for committing to 100% renewable energy for your community's opt-out governmental aggregation program. We are pleased to submit our proposal and confirm that our organization will comply with all the provisions of this RFP. To the best of our knowledge, AEP Energy does not have any conflict of interest with the City of Bexley.

AEP Energy, along with AEP Ohio, are wholly owned subsidiaries of American Electric Power (NASDAQ: AEP). AEP Ohio and its predecessor company, Columbus Southern Power Company, have served the citizens of Bexley for over 100 years as their primary regulated electric utility. AEP Energy is a certified competitive retail electricity and natural gas supplier based in Columbus, operating in 27 service territories in six states and Washington, D.C. since 2010. AEP Energy supplies electricity and natural gas solutions to over half a million customers and takes pride in making it easy for customers to buy, manage and use energy. AEP Energy is fully committed to product innovation, price competitiveness and customer service.

The financial statements for American Electric Power are located at: <https://aep.com/investors/>. The Federal Tax ID number is 030459115. All financial, banking and investment inquiries should be made to American Electric Power Investor Relations, 1 Riverside Plaza, 28th Floor, Columbus, Ohio 43215-2373. For additional questions, call AEP Investor Relations at 1-800-237-2667 or call or email Rhonda Owens-Paul at 614-716-2819. Enclosed with our bid response is AEP Energy's most recent Energy Credit Worthiness Report.

The proposal representative for AEP Energy is Chris Bailey, Director of Community of Partnerships, 614-315-1158, cbailey@aepenergy.com.

Thank you for this unique opportunity to help the City of Bexley transition to 100% renewable energy.

Sincerely,

Frank Willson



**FRANK WILLSON | VICE PRESIDENT OF RESIDENTIAL & SMALL
BUSINESS SOLUTION SALES**
fwillson@aepenergy.com | D: 614-682-4452
1 EASTON OVAL, SUITE 200, COLUMBUS, OH 43219



LIST OF EXCEPTIONS AND DEVIATIONS BY OFFEROR

AEP Energy, Inc. ("AEP Energy", the "Offeror", "we", or "our") respectfully submits the following clarifications as constituting exceptions and/or deviations in connection with the Offeror's response to this Request for 100% Renewable Full Requirements Retail Electric Generation Supply for the City of Bexley Opt-Out Governmental Aggregation Program (this "Request"):

- With respect to the entirety of the Offeror's response to this Request, please note that the Offeror provides its response to this Request as a preliminary indication of pricing and terms and conditions and, until such time as the City and AEP Energy have mutually agreed in writing and both duly authorized and executed a final written contract, AEP Energy is not legally obligated to, or bound by, any pricing, product, or other terms or conditions specified in the Offeror's response or this Request or otherwise, and any and all such terms and conditions will apply to AEP Energy only as and to the extent contained in such contract, irrespective of any statements or conditions contained in, or implied by, the Offeror's response or this Request or otherwise.
- We took the approach of submitting a sample form of "Governmental Aggregation Master Retail Electric Supply Agreement" based on a contract form negotiated from previous engagements. We therefore propose that revisions and/or further modifications as may be part of ensuing negotiations between the parties. To the extent that any terms and conditions submitted in our sample contract form or in connection with the Offeror's response to this Request are considered to be contrary to the City Code or Charter, we respectfully request that those terms and conditions be identified and further negotiated to be deleted or changed as the parties mutually agree in writing.



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Executive Summary

Overview of AEP Energy's approach to achieving 100% renewable energy:

AEP Energy strongly believes our Integrated Renewable Energy ("IRE") approach is the most innovative and cost-effective way for the City of Bexley to achieve its goals. AEP Energy is confident IRE can deliver 100% renewable energy from projects built in Ohio at a competitive rate to the PTC.

IRE summary (distinguishing characteristics):

IRE is a groundbreaking product that provides 100% renewable energy and project-specific RECs from a portfolio of newly built Ohio-based wind and solar projects at a competitive rate to the PTC. It is the first locally sourced renewable aggregation product in our state. IRE provides a clear path solution for Bexley to quickly transition away from fossil fuel power as soon as June 2023. Here is high level summary of AEP Energy's commitment to the City of Bexley regarding IRE:

- AEP Energy will develop new wind and solar projects in Ohio that will supply 100% of Bexley's forecasted aggregation load as soon as June 2023.
- AEP Energy will retire (e.g. remove from circulation) project-specific RECs from these new wind and solar projects to cover 100% of Bexley's aggregation load.
- AEP Energy will create a virtual online generation site for Bexley's aggregation, showing residents where their local renewable energy is coming from in Ohio.

Supply terms:

AEP Energy is proposing the following pricing combinations for the City of Bexley (assuming June 2021 start):

- **Term A: "3 x 9"**
 - Years 1-3: Fixed full-requirements product with 100% RECs (National or Tri-State).
 - Years 3-9: IRE energy-only is fixed, other cost components (capacity, ancillaries, line losses, RPS, taxes) are reset annually (June-May) and passed through at cost without markup.
- **Term B: "2 x 11"**
 - Years 1-2: Fixed full-requirements product with 100% RECs (National or Tri-State).
 - Years 2-11: IRE energy-only price is fixed, other cost components (capacity, ancillaries, line losses, RPS, taxes) are reset annually (June-May) and passed through at cost without markup.

Opt-out period:

Opt-out periods can range from 1-3 years.

REC options:

AEP Energy will use their PJM Generation Attribute Tracking System (GATS), operated by PJM Environmental Information Services (EIS), that tracks the environmental and fuel attributes of generation facilities registered in the GATS and located within the PJM footprint in the United States. On an annual basis, AEP Energy will retire and report IRE project-specific RECs equivalent to 100% of the aggregation's load. Prior to the IRE period, AEP Energy has provided two REC pricing options for the City's consideration, both of which are 100% Green-e certified. The first option is a "National Voluntary" wind REC and the second is a "Tri-State" PJM region REC.



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Program performance and meetings:

AEP Energy proposes to hold at least two meetings per year to discuss pricing and program performance. AEP Energy can add an adjustment mechanism, which is mutually agreed to credit or debit charge, with the goal of keeping the aggregation program rate competitive with the applicable PTC.

Initial supply term pricing timeline:

In order to meet the City's requested start date of June 2021, for reference below is a timeline summary of key milestone dates that are required to start the program on time.

BEXLEY IMPLEMENTATION ANTICIPATED TIMELINE		
Task	# of Days	Date
Order List from utility		Friday, March 12, 2021
Docket opt-out/PUCO 10-day review starts	10	Monday, April 5, 2021
Mail drop, 21 day opt-out window begins	21	Thursday, April 15, 2021
Opt-out ends	4	Thursday, May 6, 2021
Enrollment file preparation	4	Monday, May 10, 2021
Start enrolling all cycles	14	Friday, May 14, 2021
AEP OH June cycle 1 meter read		Friday, May 28, 2021

Importance of this contract to AEP Energy's overall operation:

The City of Bexley is one of the most prominent, forward thinking, communities in Ohio. The Bexley School District is widely known as one of the best. It is home to Capital University, Columbus School for Girls, and Saint Charles, all topflight private education centers. When you drive around Bexley you see EV charges, solar installations on buildings, and recycling centers. Partnering with a leading community like Bexley aligns with AEP Energy's mission to redefine the future of energy and develop innovative solutions that power communities and improve lives. Moving to 100% renewable energy for the City's aggregation will assist us in powering a brighter future in Central Ohio.

Supplier Qualifications

AEP Energy has a successful 10-year track record of providing similar quantities of electricity to over 135,000 residential non-mercantile customers in AEP Ohio. Our aggregation team and their operational support staff are committed to providing best-in-class service to the City of Bexley and its residents. We have grown our aggregations to over 70 communities, serving over 150,000 residents across Ohio and Illinois. Our aggregation team and operation support staff are extremely knowledgeable about entire life cycle of the aggregation process, including PUCO and state regulations and docketing procedures, mail-house fulfillment, first-rate customer care experience, successful enrollment and accurate billing (UCB). Partnering with the AEP Energy is a smart choice. We will ensure the residents of Bexley participating in receive a seamless experience and we will commit to resolve issues in an expedient manner.

What makes AEP Energy's aggregation program special versus our competition?

- First aggregation program in Ohio entirely supplied by wind and solar built in Ohio.
- Residents with net metering receive credits at the program rate.
- Program includes an interactive renewable generation website.
- Residents are free to leave the program anytime without penalty (no ETF).
- Eligible residents can join the program anytime (e.g. new movers).
- Program provides budget billing.
- Care team is experienced and local.



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Renewable Qualifications:

AEP Energy closely coordinates with our two sister affiliate companies that specialize in utility-scale and behind-the-meter renewable services and solutions. AEP Energy Partners is one of the largest wholesale suppliers in the country and they negotiate, develop and manage all our utility-scale wind and solar projects.

AEP Onsite Partners works directly with clients, many of them municipalities, located across the country. They provide custom engineering solutions such as distributed solar, combined heat and waste heat recovery, electrical substations, peaking generation and other forms of cost-reducing technologies.

AEP currently has 240 megawatts of wind under contract in Huron County (Emerson Creek) and another 200 megawatts of solar in a county adjacent to Franklin (Atlanta Solar Farms in Pickaway County) and a healthy pipeline of over 500 megawatts from renewable projects located around Ohio, pending contract negotiations, that will be operational by June 2023.

Building in-state renewable generation costs about \$1M-\$1.5M per megawatt. To build sufficient IRE to supply 100% of the City's aggregation load, will require financing from AEP Energy Partners of approximately \$4-\$7 million, plus the related infrastructure and expertise associated with developing these projects, including negotiating renewable power purchase agreements, overseeing build-out, managing developer obligations, regulatory OPSB permitting, related wholesale functions and many more capabilities. AEP Energy and its affiliate AEP Energy Partners have necessary expertise, experience, credit and balance sheet necessary to fulfill its IRE obligations. AEP has an investment credit rating of Baa1 from Moody's and BBB from S&P and a market cap of \$37.90 billion.

Locality:

Central Ohio is our home. AEP and the City of Bexley have a long-standing relationship that dates back over 100 years. As one of the largest employers in Central Ohio, we hire local employees which probably includes residents of the City of Bexley. AEP Energy has two offices located in Columbus. If an unforeseen issue ever arises during the long-term agreement, based on this proximity to Bexley, we can quickly respond in-person to the City's Administration Staff to find an appropriate solution.

Insurance:

AEP maintains levels of insurance much in excess of the City's requirement. Our industry mutual insurance carrier, AEGIS, provides \$35 million of insurance excess of AEP's self-insured retention and maintains an "A" rating from A. M. Attached you will find a sample insurance certificate as well as a certificate for the AEGIS layer.

Prior Experience

As required by the RFP, AEP Energy has included our most current audited financial statements, we have been a supplier for longer than five years and are certified by PUCO as a CRES provider.

Adequacy of staff:

AEP Energy and its sister affiliated companies have the necessary professional staff and technical expertise to exceed all obligations of this RFP, which include functional specialists in the fields of aggregation operations, enrollments, billing, marketing, trading and deal structuring, data sciences, on-site and utility-scale renewable development.

Adequacy of equipment, research tools and administrative resources:

AEP Energy has the necessary equipment, research tools, and administrative resources to fulfill all the obligations of this RFP. This includes specifically; Microsoft Dynamics 365, Microsoft Power BI, geographic information systems software, and a toll-free number specific to the City's aggregation program. Our in-house Contact Center uses skill-based routing technology to respond to questions



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regarding the program, customers, and opt-out/opt-in requests. Customers may either speak to a bilingual advocate or use our Telelanguage program to select from over 300 preferred language choices for in-language support. AEP Energy's customer service resources go beyond our in-house Contact Center operations. In addition to online live chat options, we also have an opt-in website portal where eligible customers can join the program online.

Quality and appropriateness of technical and support staff:

AEP Energy has over 200 employees in their Arena and Easton offices. Our in-house facility leverages modern call center technology including Automatic Call Distribution (ACD), Call Center Monitoring and Analytics, Call Recording, Call Transfer and 3-Way Calling, Computer Telephony Integration (CTI), Interactive Voice Response (IVR), Live Call Coaching, Performance Evaluation and Speech Analytics. Existing staffing levels are over 70%, and we are scaling up. By the time that Bexley's program will start, anticipated June 2021, we will have over 40 advocates fully trained in our aggregation programs.

- Past six-month average performance results are:
 - 85% Call Answer Rate (<30 sec).
 - 90% Call Answer Rate (<1 min) for opt-outs.
 - 90% First Call Resolution Percent (industry standard 70-75%).
 - 6.36% Call Abandonment Rate (industry standard 5-7%).
 - 70% Speech Analytics Accuracy Rate (1.2K words and phrases).

Training, monitoring and coaching are an integral part of our Call Center culture. All phone calls are fully recorded and 80% of calls integrate Supervisor screen monitoring. Quality Control grades three calls per agent each week. The City of Bexley can have access to Call Center reports, call recordings and remote monitoring access. Escalation Protocol is as follows: Supervisor - Call Center Director - Municipal Aggregation Team. Call Center Advocates available via phone, e-mail, live chat, or social media, Monday - Friday from 8:00 am to 7:00 pm EST and Saturday's from 9:00 am through 1:00 pm EST.

Past performance of organization:

AEP Energy has experience with similar contracts through deals with the Google Data Center, City of Columbus Community Choice Aggregation, Huntington Bank, and the Columbus Regional Airport Authority.

Experience of individuals assigned:

Listed below, the personnel assigned to this project have an average of over 10 years related industry specific retail energy experience. Applicable education experience ranges from engineering degrees with CE accreditation, LEED accreditation, charter financial analyst, C.E.M. accreditation and JD degrees.

Personnel

Scott Slisher: President OnSite Partners & Chief Solutions Officer. Scott's leadership of AEP Energy's efforts on this key initiative for the City will provide to the Project one of the most respected authorities in the field of renewable energy today and an innovative leader supported across all of AEP.

Frank Willson: VP Residential and Small Business Solutions. Frank oversees the management and strategy of attracting and retaining customers in the residential and small commercial spaces. Municipal Aggregation is one of a variety of channels under Frank's purview and he leads an innovative team that excels in the competitive energy markets. Frank will ensure that the program is complimented by AEP Energy's other offerings and achieves operational excellence.

Anne Schenk: Deal Desk Director. Anne will lead the development and implementation for the program design, pricing, risk management, reporting and renewable generation integration.



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Chris Bailey: Director of Community Partnerships. Chris will be AEP Energy's primary point of contact with the City and will lead our day-to-day program services, education, contract administration, and ongoing improvements and enhancements.

Ben Duckworth: Origination Manager. Ben will lead AEP's sourcing of new Ohio renewable generation assets in support of the program.

Rich Secor: Director of Structuring. Rich will oversee the valuation and price formation of our 100% renewables portfolio solution for the program.

Susan Lu-Yoakum: Marketing and Communications Consultant Sr. Susan will work with the City on the opt-out letter copy, design and other requirements. She will also coordinate and oversee the production process, ensuring printed material adheres to PUCO guidelines and meets printer and all mail delivery criteria.

Corey Copper: Customer Operations Manager. Corey's team provides a white gloves support approach for all municipal aggregation customers and understands that accurate information, proper education and being an advocate for the customer is very important for the communities we serve.

Peter Kolch: Senior Counsel. Peter will serve as lead counsel for AEP Energy.

Marsha Makel: Senior Counsel. Marsha is AEP Energy's primary liaison with the PUCO. Marsha is heavily involved in the PUCO docketing process and oversees AEP Energy's annual PUCO reporting. She has specialized in regulatory compliance during her entire legal career. Marsha will serve as lead regulatory attorney for the Program.

Courtney Griffin: Customer Contract Supervisor. Courtney is the Supervisor of Contract Management within the AEP Energy Operations Department. This includes large commercial and industrial (C&I) customers, smaller residential customers, as well as our municipal aggregation customers. Her industry experience is crucial to the ongoing success of our team and the program enrollment process.

Customer References

Clinton County, Greene County, Defiance County, Richland County, Fulton County, Board of Erie County Commissioners, Clark County

Contact: Melissa Webne, Sr. Energy Analyst, Palmer Energy Company (County consultant)

Address: 5577 Airport Highway, Suite 101, Toledo, OH 43615

Phone Number: (419) 491-1022

SOPEC

Contact: Chris Chmiel, Chairman of SOPEC Board of Directors, Athens County Commissioner

Address: 340 W. State St., Suite 134, Athens, OH 45701

Phone Number: (740) 597-7955

City of Worthington

Contact: Rich Surace, Chief Operating Officer, Energy Alliances, Inc. (Worthington's consultant)

Address: 8469 Blue Ash Road, Cincinnati, OH 45236

Phone Number: (513) 745-1424



Contract Performance

AEP Energy has fulfilled all its contractual obligations and has not had any contracts terminated due to non-performance or poor performance during the past five years.

Cost Proposal (Cents per kWh)

Component	Term A (City Requested)		Term B (Optional Product)	
	Initial Supply Term	Renewable Generation Supply Term "IRE"	Initial Supply Term	Renewable Generation Supply Term "IRE"
Start	June 2021	June 2024	June 2021	May 2023
End	June 2024	June 2033	June 2023	May 2034
Months (Years)	36 (3 years)	108 (9 years)	24 (2 year)	132 (11 years)
Product	Full requirements	Energy Only	Full requirements	Energy Only
REC Percent	100% National Voluntary	100% IRE Project-Specific	100% National Voluntary	100% IRE Project-Specific
Product	Full-Requirements, All-Inclusive	Energy Only ¹	Full-Requirements, All-Inclusive	Energy Only ¹
Price	5.314 ²	4.386	5.377 ³	4.239

¹Capacity, ancillaries, line losses, RPS and taxes are passed through at cost without mark-up.

²Price with "Tri-State" RECs is 6.007 cents per kWh. Tri-State RECs are produced in the PJM region.

³Price with "Tri-State" RECs is 6.070 cents per kWh. Tri-State RECs are produced in the PJM region.

IRE pricing includes the necessary renewable projects to supply 100% of the aggregation load. Additional projects in the future will have no impact on pricing.

If selected, AEP Energy agrees to reimburse the City for all incurred costs for the development and implementation of its electric aggregation program. We will adjust the supply price to recoup the amount paid by the City as requested in the RFP.

The estimated savings compared to the SSO/PTC for the first three years could potentially be between 1-3%. We are estimating AEP Ohio's PTC from June 2021 to May 2022 to be between 5.2-5.6 cents per kWh.

With this response, AEP Energy has submitted our standard Master Supply Agreement contract as requested. Please note, that the IRE product as proposed requires a much higher level of specialization to cover the components associated. Additionally, the terms for IRE agreements fall between 12 and 15 years rather than the 3 years exhibited in the sample contract provided.

Attachment A

Non-Collusion Affidavit

STATE OF _____,
COUNTY OF _____, ss:

The undersigned Supplier ("Affiant"), being first duly sworn and cautioned, states the following in connection with the proposal for the City of Bexley's Request for Proposals – Full Requirements Retail Electric Generation Supply for the City of Bexley Opt-Out Governmental Aggregation Program.:

1. I understand and acknowledge that it is against the law to engage in collusion when preparing a bid for a public contract and hereby certify that the bid amount contained in this bid is an independent, balanced and honest bid amount, made without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to the prices contained herein, with any other contractor or competitor or any elected or appointed official or employee of the City of Bexley.
2. I further certify that the subcontractors and/or Suppliers with whom I expect to deal, if awarded this contract, have certified that their bids are made without collusion or communication as provided herein.
3. I further understand that my bid will be rejected if there is evidence of collusion, including disclosure of the prices in this bid, either directly or indirectly, to any other Supplier prior to opening.

Further Affiant sayeth naught.

SUPPLIER: _____ AEP Energy _____

By:  _____

Printed Name & Title: Frank Willson,
Vice President of
Residential and Small
Business Solution
Sales

Subscribed and sworn to before me this 5 day of March, 2021 by ^{JP.}
Frank Wilton, the VP Resi & Mtl Bus. [TITLE] of
AEP Energy [SUPPLIER].



JESSICA DARLING
NOTARY PUBLIC
FOR THE
STATE OF OHIO
My Commission Expires
July 17, 2024

Jessica Darling



AEP Energy Credit Worthiness Statement as of May 6, 2020

AEP Energy is a subsidiary of American Electric Power Company, Inc. American Electric Power Company, Inc.'s 2019 10-K Filing and 2019 Annual Report, containing its annual audited financial statements, including notes thereto, may be obtained via URL <http://aep.com/investors/>

Operating Company	S&P (SU/IR)	Moody's (SU/IR)
American Electric Power Company, Inc.	BBB+ / A-	Baa1 / Baa1

Facts at a Glance (12/31/2019)	Statistics
2019 Revenues	\$15.6 billion
2019 Net Income (ongoing) ¹	\$1.920 billion
2019 Earnings per share (ongoing) ¹	\$3.89
2019 Assets	\$75.9 billion
U.S. employees	17,408
States served by regulated utilities	Arkansas, Indiana, Kentucky, Louisiana, Michigan, Ohio, Oklahoma, Tennessee, Texas, Virginia, West Virginia
Miles of transmission and distribution lines	261,000 approximately
Owned Generation	27 gigawatts (GW)
U.S. customers	5.5 million

¹The 2019 financial results include pretax asset impairments of \$156 million.

Statement provided by:
American Electric Power (AEP)
Credit Risk Management

CORPORATE GUARANTY

TO: _____, its successors and assigns, and any of its subsidiaries
("Beneficiary").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, and to induce Beneficiary to do business with AEP Energy, Inc., an Illinois corporation ("AEP Energy"), the undersigned American Electric Power Company, Inc. ("AEP" or "Guarantor"), hereby guarantees the full and prompt payment of all present and future obligations of AEP Energy to Beneficiary, up to an aggregate amount of _____ U.S. Dollars (\$_____) (the "Guaranty Cap"), arising under that certain Government Aggregation Master Retail Electric Supply Agreement (the "Agreement") by and between AEP Energy and Beneficiary dated _____, 2021 (the "Obligations"). AEP acknowledges the benefit to it of said Agreement between Beneficiary and AEP Energy, as well as the benefit of extending the Guaranty. AEP's obligations and liability under this Guaranty shall be limited to the payment of obligations arising from the Agreement only, and AEP shall have no obligation to sell, deliver, supply or deliver electric energy or perform any related services.

AEP hereby waives notice of acceptance of this Corporate Guaranty ("Guaranty"), notice of the transactions between Beneficiary and AEP Energy, notice of the execution and delivery, amendment, extension or renewal of any present or future instrument pertaining to Obligations, and notice of default by AEP Energy. AEP further consents, without further notice, to any extension or extensions of the time or times of payment of said Obligations, or any portion thereof, and to any change in form or amount, or renewal at any time, of such Obligations, or any portion thereof, in each case up to the Guaranty Cap.

This Guaranty shall become effective from the date of guaranty execution at 12:01 a.m. Eastern Standard Time and terminate on the earlier of _____, 20__ at midnight Eastern Standard Time, or five (5) days after the date of written notice of termination from AEP. No termination of this Guaranty shall affect any Obligations outstanding or contracted or committed for at the time of termination, and this Guaranty shall remain in full force and effect with respect to such Obligations until finally and irrevocably paid in full. Any extension, or the acceptance of any sum or sums on account, or of any note or draft of AEP Energy and/or any third party, or security, from AEP Energy, shall not affect this Guaranty.

AEP's obligations hereunder with respect to the Obligations shall not be affected by the existence, validity, enforceability, perfection or extent of any collateral for such Obligations covered hereunder. Beneficiary shall not be obligated to file any claim relating to the Obligations owing to it in the event that AEP Energy becomes subject to bankruptcy, reorganization or similar proceedings (whether voluntary or involuntary), and the failure of Beneficiary to so file shall not affect AEP's obligations hereunder. In the event that any payment to Beneficiary in respect of the Obligations is rescinded or must otherwise be returned for any reason whatsoever, AEP shall remain liable hereunder in respect of such Obligations as if such payment had not been made. AEP

reserves the right to assert defenses which AEP Energy may have to payment of any Obligation other than defenses arising from the bankruptcy or insolvency of AEP Energy and other defenses expressly waived hereby.

This Guaranty shall inure to and be binding upon the parties, their representatives, successors and assigns. This Guaranty shall not be affected by any change in the entity status or business structure of AEP Energy.

Any demand, notice, request, instruction, correspondence, or other document to be given hereunder by any party to another (herein collectively called "Notice") shall be in writing and delivered personally or mailed by certified mail, postage prepaid and return receipt requested, or by telecopier, as follows:

To Guarantor:	To Beneficiary:
American Electric Power Company, Inc.	
303 Marconi Blvd., 4 th Floor	
Columbus, Ohio 43215	
Attn: Credit Risk Management	
Email: aep_energy_credit@aep.com	Fax No.

Notice given by personal delivery or mail shall be effective upon actual receipt. Notice given by telecopier shall be effective upon actual receipt if received during the recipient's normal business hours, or at the beginning of the recipient's next business day after receipt if not received during the recipient's normal business hours. All Notices by telecopier shall be confirmed promptly after transmission in writing by certified mail or personal delivery. Any party may change any address to which Notice is to be given to it by giving notice as provided above of such change of address.

In the event Beneficiary engages in litigation to enforce this Guaranty, AEP agrees to pay, in addition to any amounts of AEP Energy which AEP has guaranteed to pay, any and all costs and expenses incurred by Beneficiary (including reasonable attorneys' fees) as a result of enforcing this Guaranty, provided such fees, costs and expenses are reasonable, and only if, and to the extent, Beneficiary is successful in such litigation. AEP SHALL NOT HAVE ANY LIABILITY WITH RESPECT TO, AND BENEFICIARY HEREBY WAIVES, RELEASES AND AGREES NOT TO SUE FOR, ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES, EXCEPT TO THE EXTENT THAT THE PAYMENTS REQUIRED TO BE MADE PURSUANT TO THE OBLIGATIONS UNDER THE AGREEMENT ARE DEEMED TO BE SUCH DAMAGES.

AEP represents and warrants that, at the time of execution and delivery of the Guaranty, nothing (whether financial condition or any other condition or situation) exists to impair in any way the obligations and liabilities of AEP to Beneficiary under this Guaranty. AEP further represents and warrants that the person signing this Guaranty on its behalf has been properly authorized by corporate action to do so.

The rights and duties of the AEP, AEP Energy and Beneficiary under this Guaranty shall be

construed and enforced in accordance with, and governed by the laws of, the State of New York.

IN WITNESS WHEREOF, AEP has duly executed this Guaranty on this __ day of ____, 20__.

AMERICAN ELECTRIC POWER COMPANY, INC.

By: _____
Julie A. Sherwood, Treasurer

GOVERNMENT AGGREGATION MASTER RETAIL ELECTRIC SUPPLY AGREEMENT

This Government Aggregation Master Retail Electric Supply Agreement ("Agreement") is entered into as of the following date: _____ ("Effective Date"). The parties are the following:

AEP Energy, Inc. ("AEP Energy")	("Government Aggregator") Federal Tax ID: _____
<u>Address for Notices:</u> 1 Easton Oval, Suite 200 Columbus, OH 43219 Attn: Legal Department Toll Free number: 1-877-726-0214 AEPenergy.com/help	<u>Address for Notices:</u> _____ Attn: _____ Phone: _____

GENERAL TERMS AND CONDITIONS FOR GOVERNMENT AGGREGATION MASTER RETAIL ELECTRIC SUPPLY AGREEMENT

All capitalized terms used but not otherwise defined in the sections in which they initially appear shall have the meanings as defined by the Public Utilities Commission of Ohio ("PUCO") or by PJM Interconnection, L.L.C. ("PJM" or Regional Transmission Organization ("RTO")) at the time of the Effective Date. AEP Energy is certified by the PUCO as a Competitive Retail Electric Service ("CRES") Provider to sell competitive retail electric service to customers in the State of Ohio. AEP Energy is an affiliate of AEP Ohio, but is not soliciting on behalf of and is not an agent of AEP Ohio. This Agreement as well as each Attachment A and all other attachments, tables, schedules, exhibits, other supplements and related credit support arrangements (each, an "Attachment") shall form a single agreement between the parties (collectively referred to as this "Agreement").

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 - OBLIGATIONS OF THE PARTIES

1.1 **Government Aggregator Obligations.** The Government Aggregator is certified and shall maintain its certification by the PUCO as a government aggregator in connection with retail electric sales for the duration of this Agreement pursuant to Section 4928.20 of the Ohio Revised Code and rule 4901: 1-24-01, et. seq., Ohio Administrative Code. The Government Aggregator shall establish and sustain an opt-out aggregation program within its municipal or political subdivision boundaries of the Government Aggregator for its residents and small commercial businesses (the "Opt-out Aggregation Program" or "Program"). The Government Aggregator shall designate AEP Energy as the CRES Provider of record for purpose of supplying competitive retail electric service to its residents and small commercial businesses (as defined in the relevant Attachment A). The Government Aggregator shall adopt, or has adopted, an operation and governance plan (the "Plan") in accordance with the Ohio Revised Code and the Plan has been filed with the PUCO. In coordination with the Government Aggregator, AEP Energy may send out enrollment forms to the prospective Customers (as

hereinafter defined) or any notices on behalf of the Government Aggregator. During the Term (as hereinafter defined), the right to supply competitive retail electric service for the Program shall be exclusive to AEP Energy. Government Aggregator agrees and acknowledges that no services shall be provided by AEP Energy to Customers until Government Aggregator has met all certification requirements to provide such Program in its jurisdictional territory. Government Aggregator shall not enter into any type of competitive retail electric service supply arrangement with a CRES Provider other than AEP Energy on behalf of its residents and small commercial businesses for the provision of the services described hereunder during the Term. During the Term, Government Aggregator shall not directly or indirectly encourage or in any way attempt to persuade either prospective Customers to opt out of the Program or Customers to discontinue their service with AEP Energy, other than notifying prospective Customers of their right to "opt-out" and by responding to related inquiries with factual information about the services.

1.2 Opt-out and Required Customer Notifications. The Government Aggregator shall provide, or shall cause to be provided, to AEP Energy a list of all the eligible residents and small commercial businesses for participation in the Opt-out Aggregation Program. AEP Energy reserves the right to remove from such list any ineligible participants, including those not current in their EDU (as hereinafter defined) charges. Either AEP Energy or the Government Aggregator, in compliance with Ohio law, shall then notify such remaining prospective Customers of the Program and shall inform them of their right to opt-out, as well as their right to rescind the switch request from AEP Energy within the designated time period. Residents and small commercial businesses that do not opt out and participate in the Program ("Customers") shall be informed of the terms and conditions for service including pricing and term duration.

Following the initial opt-out process conducted by AEP Energy, AEP Energy may, in its sole discretion, conduct subsequent opt-outs at various times throughout the remaining Term ("Refresh Opt Outs"), and, if conducted, such Refresh Opt Out(s) shall provide to newly eligible customers the opportunity to participate in the Program. All Refresh Opt Outs shall be conducted in the same manner as the initial opt out.

Any eligible residential or non-mercantile commercial customer that is located within the service territory of the incumbent local electric utility or any successor distribution company or entity responsible for distribution, transmission, and delivery of electricity to customers ("EDU") and the Government Aggregator's jurisdictional territory at the time of any Refresh Opt Out (including any eligible customer who opens a new account or who was formerly a member of the Program that moves to a new location, each within the EDU's service territory and Government Aggregator's jurisdictional territory, a "Newly Eligible Customer") will be included in such Refresh Opt Out; provided, however, that no Refresh Opt Out notifications shall be sent to current Customers already participating in the Program or eligible residential or non-mercantile commercial customers that have previously (at such customer's same service address or account) opted out of, or rescinded under, the Program. As related to any Newly Eligible Customer, the price and term end date shall be subject to any amendments or revisions otherwise permitted under this Agreement and shall continue for the remainder of the Term.

Should this Agreement be renewed for subsequent periods, to the extent required by applicable law, government rule, or regulation, any person enrolled in the Program shall have the opportunity to opt out of the Program, without paying a switching fee. The notice/disclosure required above shall also include a stated procedure for such opportunity to opt out of the Program.

1.3 Customer Historical Load Forecast Information. The parties shall obtain the consent of all prospective Customers to obtain and verify the usage data and historical load and load forecast information, related to the Customer's usage, from the EDU or other supplier. Government Aggregator shall promptly provide to AEP Energy any notices from the EDU in connection with prospective Customer accounts, including any verbal or written notices regarding transition costs, changes in terms of service, tariff changes, any rate changes, or reliability concerns on the EDU system.

1.4 AEP Energy Obligations. Pursuant to the terms herein and for the duration of this Agreement, AEP Energy agrees to supply to each Customer the commodity portion of its electric supply service (the "Retail

Electric Supply"). The Retail Electric Supply is delivered to the EDU's distribution system's interconnection point (each, a "Delivery Point"), and the relevant EDU is responsible for delivery of the Retail Electric Supply to each Customer's meter at and from that point, as well as for responding to emergencies. The Government Aggregator agrees and acknowledges that the EDU will provide distribution and transmission services to such delivery point. To the extent that any services or requirements are provided by the EDU, AEP Energy shall not be responsible for the provision of such services. AEP Energy shall not be responsible for services provided by the EDU, or the consequences of such performance or failure to perform. AEP Energy is under no obligation to provide Retail Electric Supply and related services hereunder until Government Aggregator has been certified by the PUCO. AEP Energy is and shall maintain its status as a certified CRES by the PUCO and shall comply with the rules of the PUCO. Customers enrolled in the Program shall receive services at the rate(s) set forth in the relevant Attachment A.

1.5 Customer Service Requests. Customers may contact AEP Energy directly regarding the terms of this Agreement and the services provided hereunder at the address listed above, which address and phone number shall be provided to Customers regarding the Program. Requests and inquiries regarding distribution services, including emergencies, power outages, wire or service maintenance, metering, service billing or other similar EDU related concerns should be addressed directly with the EDU.

1.6 Customer Affirmative Consent Enrollment. The parties agree that AEP Energy may, in its sole discretion, enroll in the Program such prospective Customers (as AEP Energy may determine) that are within the Government Aggregator's jurisdictional territory by affirmative consent in accordance with rule 4901:1-21-06 of the Ohio Administrative Code, as amended or revised, which prospective Customers will be offered such rates, charges, and other service terms and conditions for the remainder of the relevant Term (including conditions for enrollment and eligibility for supply) as are agreed to by the applicable prospective Customers and AEP Energy.

ARTICLE 2 - TERM AND TERMINATION

2.1 Term of Agreement and Termination. The term of this Agreement (the "Term") shall commence on the Effective Date and shall remain in effect until the later of: (i) the end of the next calendar month immediately following the end date of supply for the Customer with the latest Billing Cycle (as hereinafter defined) under the relevant Attachment A; or (ii) as set forth elsewhere in this Agreement, unless otherwise terminated or extended as set forth herein; provided, however, that no Customer shall be served by AEP Energy for more than the number of months set forth in the relevant Attachment A without the Customer having an opportunity to opt out of the aggregation without paying a switching fee. "Billing Cycle" means, with respect to each Customer account, the monthly period between meter read dates during the term of the relevant Customer agreement. AEP Energy shall use commercially reasonable efforts to commence service with respect to each Customer no later than on the first available meter read date, as determined by the EDU, expected to be on or after the date set forth in the relevant Attachment A, and after AEP Energy receives confirmation that the EDU has completed its processing and has accepted the delivery service request. The Government Aggregator and AEP Energy may extend the Term for additional periods of time by written agreement approved and executed by each party. AEP Energy shall continue to serve Customers enrolled in

the Program until the Customer exercises its rights to opt-out or terminate, or the Program is terminated by the parties hereto in which case Customers may choose another CRES or will be switched to EDU service in accordance with the standard switching rules and applicable notices. A Customer may be removed on an individual basis based on a failure to adhere to the terms and conditions of service. Termination of this Agreement shall not relieve Customers or either party of the obligation(s) to pay amounts owed for actual performance of obligations rendered prior to the termination of this Agreement.

2.2 **Change in Law or Regulation.** In the event of any new, or any change in any existing, law, statute, rule, regulation, order, decision (including any judgment or judicial decision), decree, tariff, charge, or rate class, or process, practice, procedure, protocol, design, or structure, or other event, including any change in any formula rate calculation or charge (e.g., any increase in the rate for network integration transmission service or capacity by the EDU, RTO, or Independent System Operator ("ISO"), as applicable), or any change in any interpretation or application of any of the foregoing, by any governmental authority, court, EDU, ISO, RTO, such as PJM, or other regulated service provider (a "Change in Law"), where such Change in Law results in AEP Energy incurring additional or increased costs or expenses or other adverse economic effects relating to providing the services contemplated herein (collectively, "Additional Costs"), AEP Energy may pass through to Customers any such Additional Costs. Furthermore, Additional Costs may be assessed to Customers as prescribed by the PUCO.

2.3 **Termination Events.** In the event any of the following conditions occur during the Term, AEP Energy shall have the right to terminate this Agreement without liability and close out its obligations hereunder:

- (i) The EDU will not provide consolidated billing consistent with previous practice;
- (ii) The Government Aggregator does not receive the required certification, authorization and/or approval to move forward with the Program; or
- (iii) Due to the interpretation of any applicable law by any judicial or governmental authority with competent jurisdiction, it becomes unlawful for AEP Energy to perform any obligation under this Agreement.

2.4 **Termination Notices.** In the event of termination hereunder, the terminating party shall exercise its best efforts to communicate to the non-terminating party the upcoming possibility of termination. In the event that this Agreement is terminated prior to the end of the Term, each Customer will be provided written notification from the terminating party of the termination of this Agreement at least thirty (30) calendar days prior to termination, and in compliance with other regulatory or legal requirements and Customers will also be notified of their right to return to the EDU or to select an alternate CRES Provider. All other notification(s) shall be in accordance with PUCO requirements.

ARTICLE 3 - DELIVERY TERM

3.1 **Delivery Term.** During the Term and on and after the actual switch date(s), AEP Energy shall provide competitive retail electric service and related services to the Customers, and shall arrange for distribution service to the Customers by the EDU.

3.2 **Customer Pricing.** During the Term, AEP Energy shall provide competitive retail electric service and related services to all Customers at

the price set forth on the relevant Attachment A (the "Price"). Any non-bypassable charges and fees approved by the PUCO and not included in the Price to Compare ("PTC") as of the Effective Date will be billed at their full rate. From the Effective Date of this Agreement up to the date on which AEP Energy or Government Aggregator mails out notice of this Opt-out Aggregation Program to prospective Customers, AEP Energy reserves the right to adjust the pricing in Attachment A to reflect current market conditions or any updated usage data, historical load information or load forecast information and maintain the original expected economic position ("Change in Price Event"). Should a Change in Price Event occur, AEP Energy will provide notice of the revised price to the Government Aggregator. Parties must mutually agree to the revised price for the Program to move forward. If the parties are unable to agree upon modification(s) to this Agreement within thirty (30) calendar days of such notice, this Agreement shall terminate.

ARTICLE 4 - BILLING AND PAYMENTS

4.1 **Pass-through Costs.** Each Customer shall be responsible for payments to the EDU and shall be solely responsible for late charges, interests, or penalties imposed by the EDU as a result of such Customer's failure to timely pay the EDU charges. If such late charges, interests, or penalties are directed to AEP Energy as the CRES, then such Customer shall reimburse AEP Energy for any amounts paid. Any charges, fees, penalties, damages, credits, rebates or refunds arising from service to such Customer by the EDU and/or other provider(s) prior to switch date shall be the responsibility of such Customer or accrue to the benefit of such Customer as appropriate. Each Customer shall use commercially reasonable efforts to respond to these obligations directly with the EDU and/or other provider(s). If such late charges, interest, or penalties are directed to AEP Energy as the CRES, then such Customer shall reimburse AEP Energy for any amounts paid. Each Customer shall hold AEP Energy harmless for such Customer's failure to pay these obligations in a timely fashion.

4.2 **Billing.** Consolidated billing shall be provided to Customers directly by the EDU based upon the EDU's meter read and Billing Cycle for Customers. Such bills will contain both EDU and AEP Energy charges. If a Customer fails to pay amounts due within the specified time period for said payments in accord with the EDU's tariff and PUCO regulations, AEP Energy retains the right to assess late payment fees on amount(s) owed to AEP Energy, or deem such non-payment a Customer default. AEP Energy reserves the right to convert Customer from consolidated billing to dual billing, or from dual billing to consolidated billing if such a conversion will facilitate more timely billing, collections, and/or payment.

ARTICLE 5 - DEFAULT AND REMEDIES

5.1 **Events of Default.** The occurrence of any of the following shall be an "Event of Default" hereunder: (a) the failure to make, when due, any undisputed payment required pursuant to this Agreement if such failure is not remedied within five (5) business days after written notice; (b) any representation or warranty made by Government Aggregator or AEP Energy herein is false or misleading in any material respect when made or when deemed made or repeated; (c) failure of Government Aggregator or AEP Energy to perform a material obligation set forth in this Agreement for which an exclusive remedy is not otherwise provided herein, if such failure is not remedied within thirty (30) calendar days after receipt of written notice (including failure of a party to maintain PUCO certification); (d) Government Aggregator or AEP Energy (i) files a

petition or otherwise commences, authorizes, or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization, or similar law, or has any such petition filed or proceeding commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator, or similar official appointed with respect to it or any portion of its property or assets, regardless of whether such appointment is made in connection with a bankruptcy proceeding or reorganization for the benefit of creditors, or (v) is generally unable to pay its debts as they fall due; or (e) fraud by AEP Energy or Government Aggregator.

5.2 Rights and Remedies. If an Event of Default shall have occurred and be continuing, the non-defaulting party shall, at its sole discretion, have the right to do any one or more of the following: (i) to immediately exercise any rights and remedies under this Agreement or law including equitable rights to specific performance in the case of AEP Energy to continue to serve Customers under the Program; (ii) to immediately withhold any payment or performance due to the other party under this Agreement; (iii) to terminate this Agreement by declaring a date for its early termination (an "Early Termination Date") which shall be no later than thirty (30) calendar days after notice is given; or (iv) exercise such other remedies it may have in contract, in equity, or at law.

The parties recognize that damages or other amounts to be received by AEP Energy hereunder may be difficult to measure or inadequate because this Agreement is unique and the actual damages of AEP Energy may exceed any amounts to be received by AEP Energy hereunder. Therefore, the Government Aggregator waives all of its rights to assert as a defense to an action for specific performance and injunctive relief that the amounts payable to AEP Energy hereunder are adequate to cover the actual damages of AEP Energy.

ARTICLE 6 - FORCE MAJEURE

6.1 Force Majeure. If either party is unable to perform its obligations in whole or in part due to an event of Force Majeure as defined herein, then the obligations of the affected party shall be suspended to the extent made necessary by such event. The term "Force Majeure" means any cause not within the control of the party claiming relief, including flood, earthquake, storm, drought, fire, pestilence, lightning, hurricanes, washouts, landslides and other natural catastrophes acts of God; acts of the public enemies, epidemics, riots, civil disturbance or disobedience, sabotage, terrorist acts, wars or blockades; governmental actions such as necessity to comply with any court order, law, statute, ordinance or regulation promulgated by a governmental authority; the failure of the EDU or RTO to receive, transport, or deliver, or otherwise perform, unless due to the failure of the party claiming Force Majeure to perform such party's obligations hereunder; or any other unplanned or non-scheduled occurrence, condition, situation or threat not covered above which by the exercise of reasonable diligence such party could not have prevented or is unable to overcome. Any such event of Force Majeure shall, so far as possible, be remedied with all reasonable dispatch. None of the following shall be deemed a Force Majeure event: (a) financial distress of either party; (b) the inability of either party to make a profit or avoid a financial loss; (c) changes in the market prices of fuel, energy, or power, or (d) a party's financial inability to perform its obligations under this Agreement. If either party is unable to perform any of its obligations under this Agreement due to a Force Majeure event, then said party shall notify the other party in writing as soon as possible after the start of the

Force Majeure event. The written notice shall include a specific description of the cause and expected duration of the Force Majeure Event.

6.2 Curtailments and Outages. AEP Energy shall not be responsible to a Customer in the event the EDU or RTO disconnects, suspends, curtails or reduces service to such Customer in order to facilitate construction, installation, maintenance, repair, replacement or inspection of any of the EDU's facilities, or to maintain the safety and reliability of the EDU's system, or due to emergencies, forced outages, potential overloading of the EDU's transmission and/or distribution circuits, or Force Majeure or for any other reason permitted by the EDU's tariff or any other acts or omissions of the EDU.

ARTICLE 7 - LIMITATION OF LIABILITY

7.1 DISCLAIMER AND WARRANTIES. EXCEPT AS PROVIDED FOR HEREIN, AEP ENERGY EXPRESSLY DISCLAIMS AND MAKES NO WARRANTIES, WHETHER WRITTEN OR VERBAL, FOR OR WITH RESPECT TO ITS SUPPLY OF COMPETITIVE RETAIL ELECTRIC SERVICE OR OTHER OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AEP ENERGY DOES NOT WARRANT OR GUARANTEE THE UNINTERRUPTED DELIVERY OF COMPETITIVE RETAIL ELECTRIC SERVICE TO CUSTOMERS DURING FORCE MAJEURE EVENTS. AEP ENERGY WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR THE OPERATIONS OF THE EDU, INCLUDING THE INTERRUPTION, TERMINATION, FAILURE TO DELIVER, OR DETERIORATION OF EDU'S TRANSMISSION OR DISTRIBUTION SERVICE.

7.2 LIMITATION OF LIABILITY. UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED BETWEEN THE PARTIES TO DIRECT, ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, TREBLE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISIONS OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT. THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE AND SHALL SURVIVE TERMINATION, CANCELLATION, SUSPENSION, COMPLETION OR EXPIRATION OF THIS AGREEMENT. ANY DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

ARTICLE 8 - REPRESENTATIONS AND WARRANTIES

8.1 Representations and Warranties by AEP Energy. AEP Energy hereby represents and warrants to Government Aggregator as of the Effective Date as follows:

(i) AEP Energy is a corporation, duly formed, validly existing and in good standing under the laws of the State of Illinois;

(ii) AEP Energy has all authorizations from any government authority necessary for it to legally perform its obligations under this Agreement or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due;

(iii) The execution and delivery of, and performance under, this Agreement are within AEP Energy's powers, have been duly authorized by all necessary action and do not violate, conflict with or breach any of the terms or conditions in its governing documents or any contract to which it is a party or any government rule applicable to it;

(iv) This Agreement has been duly executed and delivered by AEP Energy, and this Agreement (assuming due authorization, execution and delivery of all parties) constitutes legal, valid and binding obligations of AEP Energy enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, fraudulent conveyance, reorganization and other laws affecting creditor's rights generally and general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law; and

(v) No bankruptcy is pending against it or to its knowledge threatened against it.

8.2 Representations and Warranties by Government Aggregator. Government Aggregator hereby represents and warrants to AEP Energy as of the Effective Date as follows:

(i) The Government Aggregator is duly authorized as the agent for the Customers, as a duly authorized government aggregator;

(ii) The Government Aggregator has all authorizations from any government authority necessary for it to legally perform its obligations under this Agreement;

(iii) The execution and delivery of, and performance under, this Agreement are within the Government Aggregator's powers, have been duly authorized by all necessary action and do not violate, conflict with or breach any of the terms or conditions in its governing documents or any contract to which it is a party or any government rule applicable to it. Neither the execution nor delivery by Government Aggregator of this Agreement nor the consummation by the Government Aggregator of the transactions contemplated hereby or thereby does or will result in a breach or violation of this Agreement establishing the Government Aggregator's authority, or its bylaws, or any material provision of the governance document related thereto. Notwithstanding the foregoing in this paragraph, it is understood with respect to the terms or conditions of any governance document (including the Plan), any contract, or any other document the terms of Section 10.2 shall apply and prevail;

(iv) Government Aggregator has the authority to designate, and has designated AEP Energy as its CRES provider for the Customers for the Term. If Government Aggregator is a governmental authority, no action taken by it will be an action by a governmental authority unless it is taken by Government Aggregator in the general exercise of its governmental police powers without a disproportionate impact on AEP Energy or this Agreement, and not in its capacity as a

party to this Agreement, and no action taken by Government Aggregator's consultant(s), if any, will be an action by a governmental authority;

(v) This Agreement has been duly executed and delivered by the Government Aggregator, and this Agreement (assuming due authorization, execution and delivery of all parties) constitutes legal, valid and binding obligations of the Government Aggregator, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization and other laws affecting creditors' rights and remedies generally, to general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law;

(vi) The Government Aggregator is entering into this Agreement with a full understanding of all of the risks hereof (economic and otherwise), it is capable of assuming and willing to assume those risks and AEP Energy is not acting as a fiduciary or in an advisory capacity to it;

(vii) None of the documents or other written information furnished by or on behalf of the Government Aggregator or Customers to AEP Energy pursuant to this Agreement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading; and

(viii) The Government Aggregator has the contractual right to enter into this Agreement and to contract with AEP Energy to supply competitive retail electric service and related services to meet the obligations of Customers and there is no other aggregation program available to these Customers within the jurisdictional territory of the Government Aggregator.

ARTICLE 9 - CONFIDENTIAL INFORMATION

9.1 Confidentiality. Each of AEP Energy and Government Aggregator agrees, for itself and its authorized representatives, to keep all proprietary, confidential, and/or trade secret information of the disclosing party (the "Discloser") provided under or in connection with this Agreement, including the terms and provisions of this Agreement ("Confidential Information"), confidential and to use such Confidential Information solely for purposes in connection with this Agreement, except to the extent that the receiving party (the "Recipient") determines that release of such Confidential Information is required by applicable law or regulation, including the Ohio Public Records Act, O.R.C. Section 149.43 et seq. (the "Public Records Act"), subject to the terms and conditions set forth in this paragraph. For purposes of this Article 9, Confidential Information includes this Agreement (or any portion of the contents hereof) and any oral, written, electronic, graphic, or machine-readable information provided before, on, or after the date hereof relating to a party's business information or corporate structure and/or that of any of its affiliates, marketing and product development plans, information related to the calculation or pricing methodology of the Price, cost information, algorithms, or rates under this Agreement, technical data, product specifications, illustrations or other visuals, financial data and plans, correspondence, and any other information regarding the Program provided by or on behalf of the Discloser to the Recipient or developed or learned by the Recipient during the negotiations of or performance under this Agreement or the course of the Program, third-party confidential information, market share data, licenses, contract information, processes

and procedures, trade secrets, proprietary "know-how", research, product or service ideas or plans, inventions, and like information concerning, or provided by or on behalf of, the Discloser, its affiliates, or their third-party consultants, contractors, or suppliers and/or that a party considers to be competitively sensitive. Government Aggregator represents that it is subject to the Public Records Act. If the Recipient, or any of its representatives to which Confidential Information has been disclosed, is requested (pursuant to the Public Records Act or otherwise) or becomes legally compelled (pursuant to applicable federal, state, or local law or regulation or a valid order issued by a court or governmental agency of competent jurisdiction) to disclose any of the Confidential Information, then the Recipient shall, to the extent legally permissible, promptly notify the Discloser in writing if it intends to release any Confidential Information to afford the Discloser an opportunity to either seek a protective order or other appropriate remedy prior to disclosure or waive compliance with the provisions of this Article 9; provided, however, that each party shall have the right to make such disclosures, if any, to government agencies and to its own agents, vendors, advisors, contractors, attorneys, auditors, accountants, and affiliates as may be reasonably necessary, so long as each party makes reasonable efforts to maintain the confidentiality of such information being so disclosed, whether by use of protective orders or otherwise, as is afforded by the process in which the disclosures are made. If the relevant protective order or other remedy is not obtained or the Discloser expressly waives in writing compliance with the provisions hereof, the Recipient, and/or each of its representatives, will disclose no more than that portion of the Confidential Information which, on the advice of the Recipient's legal counsel, is legally required to be disclosed and will reasonably cooperate with the Discloser's efforts, at the Discloser's expense, to obtain reliable assurance that confidential treatment will be accorded the Confidential Information required to be disclosed.

ARTICLE 10 - MISCELLANEOUS

10.1 **Notices.** Notices shall, unless otherwise specified herein, be in writing and may be delivered by hand delivery, United States mail, overnight courier, or email to the persons and addresses listed in the introduction to this Agreement, provided however that notice by email shall only be effective if followed by written notice as aforesaid. Notice by hand delivery shall be effective at the close of business on the day actually received, if received during business hours on a business day, and otherwise shall be effective at the close of business on the next business day. Notice by overnight United States mail or other overnight courier shall be effective on the day it is received. Notice by United States mail other than overnight United States mail shall be deemed effective when so received. A party may change its addresses by providing notice of said change in accordance herewith.

10.2 **Entire Agreement.** No other document (including the Plan), governmental ordinance, or law applicable with respect to the jurisdictional territory or Government Aggregator shall create any obligation, duty, or qualification with respect to the Program or the relationship of the parties under this Agreement. The parties acknowledge and agree that (a) each of Government Aggregator (with respect to itself or any Customer) and AEP Energy solely and exclusively shall rely upon and be bound by the specific representations, warranties, rights, and obligations set forth in this Agreement, (b) no other representations, warranties, restrictions, covenants, undertakings, or other statements whatsoever, whether written or oral (including in the Plan or in any governmental ordinance or law applicable with respect to the jurisdictional territory or Government Aggregator), to the contrary of this

Agreement or otherwise, shall be deemed to constitute a part of this Agreement, unless expressly set forth herein, and (c) this Agreement, including all Attachments hereto, contains all of the terms and conditions of this Agreement reached by the parties, and supersedes all prior oral or written agreements with respect to the subject matter of this Agreement. This Agreement may not be modified, amended, altered or supplemented, except by written agreement signed by all parties hereto. This Agreement constitutes a master agreement under which one or more Attachment(s) may be executed for the purpose of designating Retail Electric Supply, respectively, as listed on the relevant Attachment. Any Attachments executed pursuant to this Agreement by the parties after the date hereof shall become a part of this Agreement, or replace in its entirety any previously-executed similar version. Notwithstanding anything to the contrary herein, this Agreement is effective only upon Government Aggregator's execution and AEP Energy's subsequent execution of this Agreement.

10.3 **Waivers.** No waiver of any term, provision, or conditions of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the party making the waiver. Any request for a waiver of the requirements and provisions of this Agreement shall be in writing and must be approved in writing by the non-waiving party. The failure of either party to insist upon strict performance of such requirements or provisions or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such requirements, provisions or rights. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.

10.4 **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio without regard to any principles of conflicts of laws that would apply the law of another jurisdiction.

10.5 **Controlling Provisions.** In the event of any inconsistency between the terms herein and the terms of the Attachments hereto, the provisions of this Agreement shall control. The words "include" and "including" shall be deemed to be followed by the phrase "without limitation."

10.6 **Severability.** Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction.

10.7 **Assignment.** This Agreement shall not be transferred or assigned by either party without the express written authorization of the other party, which authorization shall not be unreasonably withheld. Notwithstanding the foregoing, AEP Energy may, without the consent of Government Aggregator or Customers, (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangement; (b) transfer or assign this Agreement to an affiliate of AEP Energy; or (c) transfer or assign this Agreement to any person or entity succeeding to all or a substantial portion of the assets of AEP Energy. Upon an assignment pursuant to (b) or (c), Government Aggregator and Customers agree that AEP Energy shall have no further obligations regarding future

performance hereunder. Either party's assignee shall agree in writing to be bound by the terms and conditions of this Agreement, including the Attachments. Subject to the foregoing, this Agreement and its Attachments shall be binding upon and inure to the benefit of any permitted successors and assigns, to the extent permitted by law.

10.8 **Forward Contract.** The parties acknowledge and agree that (a) this Agreement constitutes a forward contract within the meaning of the United States Bankruptcy Code, and (b) AEP Energy is a forward contract merchant. Further, AEP Energy is not providing advice regarding "commodity interests," including commodity futures contracts and commodity options contracts or any other matter, which would cause it to be a "commodity trading advisor" under the U.S. Commodity Exchange Act, as amended.

10.9 **Press Releases.** Government Aggregator agrees and acknowledges that AEP Energy shall have the right to review and approve

any press releases in connection with this Agreement prior to publication or release.

10.10 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one instrument. Any counterpart may be executed and evidenced by signature transmitted by email or other electronic means as though it were an original.

10.11 **No Third-Party Beneficiaries.** This Agreement confers no rights or remedies whatsoever upon any person or entity other than the parties and shall not create, or be interpreted as creating, any standard of care, duty or liability to any person or entity not a party hereto. Neither party shall be liable to a third party not a party to this Agreement for any unauthorized act or omission on the part of the other party or for any unauthorized obligation or debt incurred by the other party.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by a duly authorized representative, who, by applying his or her signature, represents and warrants full right, power, and authority to sign on behalf of the relevant party named below, effective as of the Effective Date set forth above.

AEP ENERGY, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

ATTACHMENT A:

GOVERNMENT AGGREGATION MASTER RETAIL ELECTRIC SUPPLY AGREEMENT CUSTOMER PRICING AND ADDITIONAL TERMS

Attachment A to Government Aggregation Master Retail Electric Supply Agreement

Between

and AEP Energy, Inc.

Term:

[_____] (_____) months, expected to begin on or around the relevant [_____] meter read date(s) (or, for Refresh Opt Out(s) or Customer(s) that enroll in the Program by affirmative consent, for a period up to the remainder of such [_____] ([_____] month-term), subject to the timing of (i) the available meter read date(s), as determined by the EDU, following the applicable opt-out period or enrollment date, and (ii) AEP Energy's receipt of confirmation that the EDU has completed its processing and has accepted the relevant delivery service request(s)

Pricing:

Residential (RS): Commodity portion of electric service equal to _____ cents per kWh

The Customer shall pay AEP Energy a charge for the commodity portion of its electric service that is equal to _____ ¢ per kWh multiplied by the metered electric usage for the monthly Billing Cycle. Price is exclusive of distribution service charges and other non-bypassable EDU charges and fees.

Commercial (consumption less than 700,000 kWh annually): Commodity portion of electric service equal to _____ cents per kWh

The Customer shall pay AEP Energy a charge for the commodity portion of its electric service that is equal to _____ ¢ per kWh multiplied by the metered electric usage for the monthly Billing Cycle. Price is exclusive of distribution service charges and other non-bypassable EDU charges and fees.

Mercantile Accounts:

National accounts as well as any eligible commercial accounts with annual usage greater than 700,000 kWh must "opt-in," at AEP Energy's sole discretion to accept, in order to participate in the Program.

Administrative Services to be provided to Government Aggregator by AEP Energy during the Term:

- Design, print and mail the Opt-out letter to eligible participants, including a sheet of Frequently Asked Questions to provide assistance.
- Administer the opt-out process including database preparation, handling of opt-out form information, and final enrollment list compilation.
- Provide call center support to handle informational calls regarding the Program.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/25/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MCGRUFF, SEIBELS & WILLIAMS, INC. P.O. Box 10265 Birmingham, AL 35202	CONTACT NAME:	
	PHONE (A/C, No, Ext): 800-476-2211	FAX (A/C, No):
INSURED American Electric Power Company, Inc. and all Subsidiaries 1 Riverside Plaza Columbus, OH 43215	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ACE American Insurance Company	
	INSURER B: Energy Insurance Services, Inc.	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 4R7ECQZ6

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HDO G71097055	07/01/2018	07/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25159792	07/01/2018	07/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$			P003-200378	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability			P003-200362	04/01/2020	04/01/2021	Each Occurrence \$ 1,000,000 Aggregate \$ 1,000,000 \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ADDITIONAL INSURED: Additional Insured is any person or organization for whom the Named Insured has specifically agreed by written contract to provide Additional Insured status, subject to policy terms, conditions and exclusions, provided that: A) This insurance applies only to each coverage which the Named Insured has agreed to provide by contract, but in no event shall the coverage exceed the coverage otherwise afforded by the policy; B) The amount of insurance is limited to that required by such written contract, but in no event shall the limits of liability exceed the limits of liability provided by the policy; C) The insurance applies only with respect to liability arising out of the operations, activities or business conducted by or on behalf of the Named Insured.

WAIVER OF SUBROGATION: A Waiver of Subrogation is provided if required in a written contract with the Named Insured.

CONTRACTUAL LIABILITY: Contractual Liability is included under the commercial General Liability policy.

CERTIFICATE HOLDER

CANCELLATION

American Electric Power Company Evidence of Casualty Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/25/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services, Inc. P.O. Box 10265 Birmingham, AL 35202	CONTACT NAME:	PHONE (A/C, No, Ext): 800-476-2211	FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURED American Electric Power Company, Inc. and all Subsidiaries 1 Riverside Plaza Columbus, OH 43215	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A :ACE American Insurance Company		22667
	INSURER B :Associated Electric & Gas Ins. Svcs.		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 6LVUT57T

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			HDO G71097055	07/01/2018	07/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25159792	07/01/2018	07/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			XL5130309P Aggregate as Applicable	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 35,000,000 AGGREGATE \$ 70,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
							\$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

For Informational Purposes Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AMERICAN ELECTRIC POWER COMPANY, INC. AND SUBSIDIARY COMPANIES
CONSOLIDATED STATEMENTS OF INCOME
For the Years Ended December 31, 2019, 2018 and 2017
(in millions, except per-share and share amounts)

	Years Ended December 31,		
	2019	2018	2017
REVENUES			
Vertically Integrated Utilities	\$ 9,245.7	\$ 9,556.7	\$ 9,095.1
Transmission and Distribution Utilities	4,319.0	4,552.3	4,328.9
Generation & Marketing	1,721.8	1,818.1	1,771.4
Other Revenues	274.9	268.6	229.5
TOTAL REVENUES	15,561.4	16,195.7	15,424.9
EXPENSES			
Fuel and Other Consumables Used for Electric Generation	1,940.9	2,359.4	2,346.5
Purchased Electricity for Resale	3,165.2	3,427.1	2,965.3
Other Operation	2,743.7	2,979.2	2,525.2
Maintenance	1,213.9	1,247.4	1,145.6
Asset Impairments and Other Related Charges	156.4	70.6	87.1
Gain on Sale of Merchant Generation Assets	—	—	(226.4)
Depreciation and Amortization	2,514.5	2,286.6	1,997.2
Taxes Other Than Income Taxes	1,234.5	1,142.7	1,059.4
TOTAL EXPENSES	12,969.1	13,513.0	11,899.9
OPERATING INCOME	2,592.3	2,682.7	3,525.0
Other Income (Expense):			
Other Income	26.6	18.2	34.6
Allowance for Equity Funds Used During Construction	168.4	132.5	93.7
Non-Service Cost Components of Net Periodic Benefit Cost	120.0	124.5	45.5
Gain on Sale of Equity Investment	—	—	12.4
Interest Expense	(1,072.5)	(984.4)	(895.0)
INCOME BEFORE INCOME TAX EXPENSE (BENEFIT) AND EQUITY EARNINGS	1,834.8	1,973.5	2,816.2
Income Tax Expense (Benefit)	(12.9)	115.3	969.7
Equity Earnings of Unconsolidated Subsidiaries	72.1	73.1	82.4
NET INCOME	1,919.8	1,931.3	1,928.9
Net Income (Loss) Attributable to Noncontrolling Interests	(1.3)	7.5	16.3
EARNINGS ATTRIBUTABLE TO AEP COMMON SHAREHOLDERS	\$ 1,921.1	\$ 1,923.8	\$ 1,912.6
WEIGHTED AVERAGE NUMBER OF BASIC AEP COMMON SHARES OUTSTANDING	493,694,345	492,774,600	491,814,651
TOTAL BASIC EARNINGS PER SHARE ATTRIBUTABLE TO AEP COMMON SHAREHOLDERS	\$ 3.89	\$ 3.90	\$ 3.89
WEIGHTED AVERAGE NUMBER OF DILUTED AEP COMMON SHARES OUTSTANDING	495,306,238	493,758,277	492,611,067
TOTAL DILUTED EARNINGS PER SHARE ATTRIBUTABLE TO AEP COMMON SHAREHOLDERS	\$ 3.88	\$ 3.90	\$ 3.88

See Notes to Financial Statements of Registrants beginning on page 68.

AMERICAN ELECTRIC POWER COMPANY, INC. AND SUBSIDIARY COMPANIES
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)
For the Years Ended December 31, 2019, 2018 and 2017
(in millions)

	Years Ended December 31,		
	2019	2018	2017
Net Income	<u>\$ 1,919.8</u>	<u>\$ 1,931.3</u>	<u>\$ 1,928.9</u>
OTHER COMPREHENSIVE INCOME (LOSS), NET OF TAXES			
Cash Flow Hedges, Net of Tax of \$(21.1), \$3.9 and \$(1.4) in 2019, 2018 and 2017, Respectively	(79.4)	14.6	(2.6)
Securities Available for Sale, Net of Tax of \$0, \$0 and \$1.9 in 2019, 2018 and 2017, Respectively	—	—	3.5
Amortization of Pension and OPEB Deferred Costs, Net of Tax of \$(1.5), \$(1.4) and \$0.6 in 2019, 2018 and 2017, Respectively	(5.6)	(5.3)	1.1
Pension and OPEB Funded Status, Net of Tax of \$15.3, \$(8.8) and \$46.7 in 2019, 2018 and 2017, Respectively	<u>57.7</u>	<u>(33.0)</u>	<u>86.5</u>
TOTAL OTHER COMPREHENSIVE INCOME (LOSS)	<u>(27.3)</u>	<u>(23.7)</u>	<u>88.5</u>
TOTAL COMPREHENSIVE INCOME	1,892.5	1,907.6	2,017.4
Total Comprehensive Income (Loss) Attributable To Noncontrolling Interests	<u>(1.3)</u>	<u>7.5</u>	<u>16.3</u>
TOTAL OTHER COMPREHENSIVE INCOME ATTRIBUTABLE TO AEP COMMON SHAREHOLDERS	<u><u>\$ 1,893.8</u></u>	<u><u>\$ 1,900.1</u></u>	<u><u>\$ 2,001.1</u></u>

See Notes to Financial Statements of Registrants beginning on page 68.

AMERICAN ELECTRIC POWER COMPANY, INC. AND SUBSIDIARY COMPANIES
CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY
For the Years Ended December 31, 2019, 2018 and 2017
(in millions)

	AEP Common Shareholders						Total
	Common Stock		Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Noncontrolling Interests	
	Shares	Amount					
TOTAL EQUITY – DECEMBER 31, 2016	512.0	\$ 3,328.3	\$ 6,332.6	\$ 7,892.4	\$ (156.3)	\$ 23.1	\$ 17,420.1
Issuance of Common Stock	0.2	1.1	11.1				12.2
Common Stock Dividends				(1,178.3) (a)		(13.6)	(1,191.9)
Other Changes in Equity			55.0			0.8	55.8
Net Income				1,912.6		16.3	1,928.9
Other Comprehensive Income					88.5		88.5
TOTAL EQUITY – DECEMBER 31, 2017	512.2	3,329.4	6,398.7	8,626.7	(67.8)	26.6	18,313.6
Issuance of Common Stock	1.3	8.0	65.6				73.6
Common Stock Dividends				(1,251.1) (a)		(4.4)	(1,255.5)
Other Changes in Equity			21.8			1.3	23.1
ASU 2018-02 Adoption				14.0	(17.0)		(3.0)
ASU 2016-01 Adoption				11.9	(11.9)		—
Net Income				1,923.8		7.5	1,931.3
Other Comprehensive Loss					(23.7)		(23.7)
TOTAL EQUITY – DECEMBER 31, 2018	513.5	3,337.4	6,486.1	9,325.3	(120.4)	31.0	19,059.4
Issuance of Common Stock	0.9	6.0	59.3				65.3
Common Stock Dividends				(1,345.5) (a)		(4.5)	(1,350.0)
Other Changes in Equity			(9.8) (b)			2.2	(7.6)
Acquisition of Semptra Renewables LLC						134.8	134.8
Acquisition of Santa Rita East						118.8	118.8
Net Income (Loss)				1,921.1		(1.3)	1,919.8
Other Comprehensive Loss					(27.3)		(27.3)
TOTAL EQUITY – DECEMBER 31, 2019	514.4	\$ 3,343.4	\$ 6,535.6	\$ 9,900.9	\$ (147.7)	\$ 281.0	\$ 19,913.2

(a) Cash dividends declared per AEP common share were \$2.71, \$2.53 and \$2.39 for the years ended December 31, 2019, 2018 and 2017, respectively.

(b) Includes \$(62) million related to a forward equity purchase contract associated with the issuance of Equity Units. See “Equity Units” section of Note 14 for additional information.

See Notes to Financial Statements of Registrants beginning on page 68.

AMERICAN ELECTRIC POWER COMPANY, INC. AND SUBSIDIARY COMPANIES
CONSOLIDATED BALANCE SHEETS
ASSETS
December 31, 2019 and 2018
(in millions)

	December 31,	
	2019	2018
CURRENT ASSETS		
Cash and Cash Equivalents	\$ 246.8	\$ 234.1
Restricted Cash (December 31, 2019 and 2018 Amounts Include \$185.8 and \$210, Respectively, Related to Transition Funding, Restoration Funding, Ohio Phase-in-Recovery Funding, Appalachian Consumer Rate Relief Funding and Santa Rita East)	185.8	210.0
Other Temporary Investments (December 31, 2019 and 2018 Amounts Include \$187.8 and \$152.7, Respectively, Related to EIS and Transource Energy)	202.7	159.1
Accounts Receivable:		
Customers	625.3	699.0
Accrued Unbilled Revenues	222.4	209.3
Pledged Accounts Receivable – AEP Credit	873.9	999.8
Miscellaneous	27.2	55.2
Allowance for Uncollectible Accounts	(43.7)	(36.8)
Total Accounts Receivable	<u>1,705.1</u>	<u>1,926.5</u>
Fuel	528.5	319.0
Materials and Supplies	640.7	602.1
Risk Management Assets	172.8	162.8
Regulatory Asset for Under-Recovered Fuel Costs	92.9	150.1
Margin Deposits	60.4	141.4
Prepayments and Other Current Assets	242.1	208.8
TOTAL CURRENT ASSETS	<u>4,077.8</u>	<u>4,113.9</u>
PROPERTY, PLANT AND EQUIPMENT		
Electric:		
Generation	22,762.4	21,699.9
Transmission	24,808.6	21,531.0
Distribution	22,443.4	21,195.4
Other Property, Plant and Equipment (Including Coal Mining and Nuclear Fuel)	4,811.5	4,265.0
Construction Work in Progress	4,319.8	4,393.9
Total Property, Plant and Equipment	<u>79,145.7</u>	<u>73,085.2</u>
Accumulated Depreciation and Amortization	19,007.6	17,986.1
TOTAL PROPERTY, PLANT AND EQUIPMENT – NET	<u>60,138.1</u>	<u>55,099.1</u>
OTHER NONCURRENT ASSETS		
Regulatory Assets	3,158.8	3,310.4
Securitized Assets	858.1	920.6
Spent Nuclear Fuel and Decommissioning Trusts	2,975.7	2,474.9
Goodwill	52.5	52.5
Long-term Risk Management Assets	266.6	254.0
Operating Lease Assets	957.4	—
Deferred Charges and Other Noncurrent Assets	3,407.3	2,577.4
TOTAL OTHER NONCURRENT ASSETS	<u>11,676.4</u>	<u>9,589.8</u>
TOTAL ASSETS	<u>\$ 75,892.3</u>	<u>\$ 68,802.8</u>

See Notes to Financial Statements of Registrants beginning on page 68.

AMERICAN ELECTRIC POWER COMPANY, INC. AND SUBSIDIARY COMPANIES
CONSOLIDATED BALANCE SHEETS
LIABILITIES AND EQUITY
December 31, 2019 and 2018
(dollars in millions)

	December 31,	
	2019	2018
CURRENT LIABILITIES		
Accounts Payable	\$ 2,085.8	\$ 1,874.3
Short-term Debt:		
Securitized Debt for Receivables – AEP Credit	710.0	750.0
Other Short-term Debt	2,128.3	1,160.0
Total Short-term Debt	2,838.3	1,910.0
Long-term Debt Due Within One Year		
(December 31, 2019 and 2018 Amounts Include \$565.1 and \$406.5, Respectively, Related to Transition Funding, DCC Fuel, Ohio Phase-in-Recovery Funding, Appalachian Consumer Rate Relief Funding, Transource Energy, Sabine and Restoration Funding)	1,598.7	1,698.5
Risk Management Liabilities	114.3	55.0
Customer Deposits	366.1	412.2
Accrued Taxes	1,357.8	1,218.0
Accrued Interest	243.6	231.7
Obligations Under Operating Leases	234.1	—
Regulatory Liability for Over-Recovered Fuel Costs	86.6	58.6
Other Current Liabilities	1,373.8	1,190.5
TOTAL CURRENT LIABILITIES	10,299.1	8,648.8
NONCURRENT LIABILITIES		
Long-term Debt		
(December 31, 2019 and 2018 Amounts Include \$907 and \$1,109.2, Respectively, Related to Transition Funding, DCC Fuel, Ohio Phase-in-Recovery Funding, Appalachian Consumer Rate Relief Funding, Transource Energy, Sabine and Restoration Funding)	25,126.8	21,648.2
Long-term Risk Management Liabilities	261.8	263.4
Deferred Income Taxes	7,588.2	7,086.5
Regulatory Liabilities and Deferred Investment Tax Credits	8,457.6	8,540.3
Asset Retirement Obligations	2,216.6	2,287.7
Employee Benefits and Pension Obligations	466.0	377.1
Obligations Under Operating Leases	734.6	—
Deferred Credits and Other Noncurrent Liabilities	719.8	782.6
TOTAL NONCURRENT LIABILITIES	45,571.4	40,985.8
TOTAL LIABILITIES	55,870.5	49,634.6
Rate Matters (Note 4)		
Commitments and Contingencies (Note 6)		
MEZZANINE EQUITY		
Redeemable Noncontrolling Interest	65.7	69.4
Contingently Redeemable Performance Share Awards	42.9	39.4
TOTAL MEZZANINE EQUITY	108.6	108.8
EQUITY		
Common Stock – Par Value – \$6.50 Per Share:		
	2019	2018
Shares Authorized	600,000,000	600,000,000
Shares Issued	514,373,631	513,450,036
(20,204,160 Shares were Held in Treasury as of December 31, 2019 and 2018, Respectively)	3,343.4	3,337.4
Paid-in Capital	6,535.6	6,486.1
Retained Earnings	9,900.9	9,325.3
Accumulated Other Comprehensive Income (Loss)	(147.7)	(120.4)
TOTAL AEP COMMON SHAREHOLDERS' EQUITY	19,632.2	19,028.4
Noncontrolling Interests	281.0	31.0
TOTAL EQUITY	19,913.2	19,059.4
TOTAL LIABILITIES, MEZZANINE EQUITY AND EQUITY	\$ 75,892.3	\$ 68,802.8

See Notes to Financial Statements of Registrants beginning on page 68.

AMERICAN ELECTRIC POWER COMPANY, INC. AND SUBSIDIARY COMPANIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
For the Years Ended December 31, 2019, 2018 and 2017
(in millions)

	Years Ended December 31,		
	2019	2018	2017
OPERATING ACTIVITIES			
Net Income	\$ 1,919.8	\$ 1,931.3	\$ 1,928.9
Adjustments to Reconcile Net Income to Net Cash Flows from Operating Activities:			
Depreciation and Amortization	2,514.5	2,286.6	1,997.2
Rockport Plant, Unit 2 Operating Lease Amortization	136.5	—	—
Deferred Income Taxes	(17.8)	104.3	901.5
Asset Impairments and Other Related Charges	156.4	70.6	87.1
Allowance for Equity Funds Used During Construction	(168.4)	(132.5)	(93.7)
Mark-to-Market of Risk Management Contracts	(29.2)	(66.4)	(23.3)
Amortization of Nuclear Fuel	89.1	113.8	129.1
Pension and Postemployment Benefit Reserves	(24.6)	(42.8)	27.8
Pension Contributions to Qualified Plan Trust	—	—	(93.3)
Property Taxes	(73.8)	(59.1)	(29.5)
Deferred Fuel Over/Under-Recovery, Net	85.2	189.7	84.4
Gain on Sale of Merchant Generation Assets	—	—	(226.4)
Recovery of Ohio Capacity Costs, Net	34.1	67.7	83.2
Refund of Global Settlement	(16.5)	(5.5)	(98.2)
Change in Other Noncurrent Assets	(97.4)	119.8	(423.9)
Change in Other Noncurrent Liabilities	(116.1)	129.0	181.7
Changes in Certain Components of Working Capital:			
Accounts Receivable, Net	247.8	145.9	28.5
Fuel, Materials and Supplies	(248.2)	20.7	17.9
Accounts Payable	5.8	36.6	(58.0)
Accrued Taxes, Net	138.9	153.2	91.9
Rockport Plant, Unit 2 Operating Lease Payments	(147.7)	—	—
Other Current Assets	70.7	10.5	(60.7)
Other Current Liabilities	(189.0)	149.8	(181.8)
Net Cash Flows from Operating Activities	4,270.1	5,223.2	4,270.4
INVESTING ACTIVITIES			
Construction Expenditures	(6,051.4)	(6,310.9)	(5,691.3)
Purchases of Investment Securities	(1,576.0)	(2,067.8)	(2,314.7)
Sales of Investment Securities	1,494.2	2,010.0	2,256.3
Acquisitions of Nuclear Fuel	(92.3)	(46.1)	(108.0)
Acquisition of Sempra Renewables LLC and Santa Rita East, net of cash and restricted cash acquired	(918.4)	—	—
Proceeds from Sale of Merchant Generation Assets	—	—	2,159.6
Other Investing Activities	(0.6)	61.2	41.7
Net Cash Flows Used for Investing Activities	(7,144.5)	(6,353.6)	(3,656.4)
FINANCING ACTIVITIES			
Issuance of Common Stock	65.3	73.6	12.2
Issuance of Long-term Debt	4,536.6	4,945.7	3,854.1
Commercial Paper and Credit Facility Borrowings	—	205.6	—
Change in Short-term Debt, Net	928.3	271.4	(74.4)
Retirement of Long-term Debt	(1,220.8)	(2,782.0)	(3,087.9)
Commercial Paper and Credit Facility Repayments	—	(205.6)	—
Make Whole Premium on Extinguishment of Long-term Debt	(5.0)	(13.5)	(46.1)
Principal Payments for Finance Lease Obligations	(70.7)	(65.1)	(67.3)
Dividends Paid on Common Stock	(1,350.0)	(1,255.5)	(1,191.9)
Other Financing Activities	(20.8)	(12.7)	(3.6)
Net Cash Flows from (Used for) Financing Activities	2,862.9	1,161.9	(604.9)
Net Increase (Decrease) in Cash, Cash Equivalents and Restricted Cash	(11.5)	31.5	9.1
Cash, Cash Equivalents and Restricted Cash at Beginning of Period	444.1	412.6	403.5
Cash, Cash Equivalents and Restricted Cash at End of Period	\$ 432.6	\$ 444.1	\$ 412.6

See Notes to Financial Statements of Registrants beginning on page 68.



**Public Utilities
Commission**

Sam Randazzo, Chairman

Commissioners

M. Beth Trombold
Lawrence K. Friedeman
Dennis P. Deters
Daniel R. Conway

PUBLIC UTILITIES COMMISSION OF OHIO

Certified as a Competitive Retail Electric Service Provider

RENEWAL

Certificate Number:

10-206E (6)

Issued Pursuant to Case Number(s):

10-0384-EL-CRS

A certificate as a Competitive Retail Electric Service Provider is hereby granted to **AEP Energy, Inc.** whose office or principal place of business is located at **225 W. Wacker Drive, Suite 600, Chicago, IL 60606** to provide power marketer and power broker services within the State of Ohio effective **May 20, 2020**.

The certification of competitive retail electric suppliers is governed by Section 4901:1-24-(01-13) of the Ohio Administrative Code, Section 4901:1-21-(01-15) of the Ohio Administrative Code, and Section 4928.08 of the Ohio Revised Code.

This Certificate is revocable if all of the conditions set forth in the aforementioned case(s) are not met.

Subject to all rules and regulations of the Commission, now existing or hereafter promulgated.

Witness the seal of the Commission affixed at Columbus, Ohio.

Dated: May 27, 2020

By Order of

PUBLIC UTILITIES COMMISSION OF OHIO

Tanowa M. Troupe, Secretary
Debbie Ryan, Acting Secretary
Donielle M. Hunter, Acting Secretary
Susan Patterson, Acting Secretary

Certificate Expires: May 20, 2022

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.

180 East Broad Street
Columbus, Ohio 43215-3793

Technician A

Date Processed 5/27/20

(614) 466-3016
www.PUCO.ohio.gov

CRES AUTOMATIC CASE ACTION FORM

Date: **5-26-20**

Case Number: **10-0384-EL-CRS**

Company Name and Company Name d/b/a: **AEP Energy, Inc.**

Company Address: **225 W Wacker Drive, Suite 600**

Company City/State/Zip: **Chicago IL 60606**

Regulatory Contact: **Marsha Makel**

Phone: **614-682-4350**

Email: **mmakel@aepenergy.com**

Address: **1 Easton Oval, Suite 200**

City/State/Zip: **Columbus OH 43219**

☒ **Renewal**

Action Needed:

☐ **Issue Certificate Number to:**

Effective Date of Certificate:

Certificate Expires:

☒ **Renew Certificate Number from: 10-206E (5) to: 10-206E (6)**

Effective Date of Certificate: **5-20-20**

Certificate Expires: **5-20-22**

☒ **Certified To Provide the Following Services:**

☐ **Retail Generation**

☐ **Aggregation**

☒ **Power Marketer**

☒ **Power Broker**

☐ **Governmental Aggregation**

☐ **Revise Certificate Number:** to (check all applicable):

☐ **Reflect name change from:** to

☐ **Reflect address change from:** to

☐ **Correct Administrative Error:**

☐ **Reflect Change of Ownership to:**

☐ **Cancel Certificate Number:**

☐ **Protect Un-redacted copies until:**

☐ **Close Case File, Case Withdrawn at Applicant's Request**

☐ **Close Case File**

CASE NUMBER: 10-0384-EL-CRS
CASE DESCRIPTION: AEP ENERGY, INC
DATE OF SERVICE: 5/27/2020
DOCUMENT SIGNED ON: 5/27/20

Sign Here: _____

De

APPLICANT

PARTY OF RECORD

ATTORNEY

AEP ENERGY, INC
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ONE EASTON OVAL SUITE 200
COLUMBUS, OH 43219
Phone: 614-682-4350
Email: mdutton@AEPenergy.com

NONE

AEP ENERGY, INC VICE PRESIDENT, OPERATIONS
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225 W WACKER DR
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CHICAGO, IL 60606
Phone: 312-628-0816
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FOR BLUESTAR ENERGY SERVICES INC

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ATTORNEY

PARTY OF RECORD

ATTORNEY

none

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none

*Ramsey, Nedra
PUCO
180 E Broad St
7th Floor

5/27/2020

Service Notice For Case: 10-0384-EL-CRS

Columbus, OH 43081

Phone: 614-466-8526

Email: Nedra.Ramsey@puco.ohio.gov

none

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Email: mkuchera@bluestarenergy.com

none

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none

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ENERGY S

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none

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GONZALEZ SAGGIO & HARLAN LLP

ONE FINANCIAL WAY, SUITE 312

CINCINNATI, OH 45242

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Email: CHRISTOPHER_MUZZO@GSHLLP.COM

Ordinance 12 - 21

By: Richard Sharp

An Ordinance to adopt and approve the City of Bexley Electric Aggregation Plan of Operation and Governance, and to declare an emergency.

WHEREAS, the City of Bexley ("City") has determined that it is in the best interest of its residents to take action to address the electricity supply requirements of its residents and, to that end, to proceed with creating an electricity aggregation program for the City and its residents (the "Program"); and

WHEREAS, on November 6, 2001, the electors of the City of Bexley approved of the City's plan to create an electric aggregation program for customers located within the boundaries of the City; and

WHEREAS, the City wishes to encourage and facilitate the development of Ohio renewable energy projects and, to that end, shall include a 100% renewable content in its City aggregation RFP with an emphasis on renewable energy produced or to be produced in Ohio; and

WHEREAS, in order to proceed with an additive renewable electric aggregation program, the City must pass the attached Electric Aggregation Plan of Operation and Governance; and

WHEREAS, the City held two public hearings to discuss the Electric Aggregation Plan of Operation and Governance, on _____ and on _____ after two consecutive weeks of newspaper publication, in accordance with Ohio Revised Code 4909.28;

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

Section 1.

That the City of Bexley Electric Aggregation Plan of Operation and Governance, attached as Exhibit A, is hereby adopted and approved.

Section 2.

That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public health, peace, and safety and shall go into full force and effect upon the approval of the Mayor.

Passed: _____, 2021

Lori Ann Feibel, President of Council

Attest: _____
William Harvey, Clerk of Council

Approved: _____, 2021

Ben Kessler, Mayor

First Reading: March 9, 2021

Second Reading:

Third Reading:

City of Bexley, Ohio Municipal Electric Aggregation Program

Plan of Operation and Governance

Adopted April 23, 2002; Revised ___, 2021

Overview

At the November 6, 2001 general election, local residents authorized the City of Bexley ("the City") to create a municipal opt-out electric aggregation program ("the Aggregation Program") as provided under Section 4928.20 of the Ohio Revised Code. Under the opt-out electric aggregation program, all eligible electric consumers within the City's corporation limits will be automatically included in the Aggregation Program initially. However, all consumers will also be given the opportunity to opt out of or decline participation in the Aggregation Program as detailed herein.

The City's purpose in creating the Aggregation Program is to represent local consumer interests in emerging competitive electricity markets by aggregating electric loads within the City's corporation limits (including municipal facilities) and negotiating affordable, reliable electric supplies, encouraging renewable energy development and sustainability, and other related services on behalf of local consumers. The City may pursue this purpose individually or in cooperation with other entities.

Many small commercial and residential electric consumers lack the leverage to effectively negotiate power supply rates and services. A governmental aggregation program provides them with an option for professional representation and the bargaining power of a larger, more diverse consumer group that may be more attractive to suppliers, allowing them to effectively participate in the competitive process and achieve benefits.

The Aggregation Program is designed to stabilize the amount a consumer pays for electric energy, offer renewable and other innovated product offerings, and to gain other favorable economic and non-economic terms in service contracts. The City will not buy and resell power, but will represent collective consumer interests to set terms and conditions for service. Through a negotiation process, the City will develop a contract with a Competitive Retail Electric Services Provider (CRES Provider) or Providers for firm all-requirements electric service. The contract will run for a fixed term. Once the contract has been finalized, it will be submitted to the Bexley City Council for public hearing(s) before being awarded by the City.

Initially, each eligible consumer within the City's corporation limits will be automatically included in the Aggregation Program. However, prior to actual enrollment, each consumer will receive a notice from the City detailing the Aggregation Program's rates, terms and conditions.

Each consumer will then have a 21-day period to opt out of or decline to participate in the Aggregation Program without charge. Consumers opting out of the program will remain on AEP Ohio's (AEP's) Standard Offer Generation Service until such time as they select an approved CRES Provider. A similar opt-out period will be offered every three years during which time consumers can leave the Aggregation Program without paying an early termination fee or switching fee.

Participants who leave the Aggregation Program and wish to return, as well as consumers who move into the City after the initial opt-out period, will be afforded the opportunity to enroll in the Aggregation Program. However, the City cannot guarantee rates, terms and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period.

Participants who relocate within the City limits and retain the same AEP account number will be allowed to continue in the Aggregation Program at their new location under the same terms and conditions as at their former location, provided the AEP rate classification is the same at both locations, and subject to any switching fees imposed by AEP.

The City will contract with a CRES Provider to implement and operate the Aggregation Program. Contracts for power supply and other related services will be negotiated, recommended, and monitored for compliance by the City on behalf of local consumers.

The Aggregation Program covers the power supply or generation portion only of a participant's electric bill. AEP will continue to deliver electricity to Aggregation Program participants' homes and businesses through its electric transmission and distribution system as a monopoly function regulated by the Public Utilities Commission of Ohio (PUCO). AEP will also continue to install, operate and maintain its system of poles, wires, transformers and other electric distribution components. Aggregation Program participants should continue to call AEP if their power goes out or if they have billing questions. The PUCO will continue to oversee AEP's electric safety and reliability service standards.

The City developed this Plan of Operation and Governance in compliance with Ohio law regarding municipal opt-out aggregation of electric consumers, including two public hearings prior to its adoption.

Plan of Operation and Governance

The Bexley City Council shall approve through resolution or ordinance the Aggregation Program's Plan of Operation and Governance in accordance with Ohio Revised Code Section 4928.20. Amendments to the Plan of Operation and Governance will be subject to Bexley City Council approval and filing with the PUCO.

After adoption of the Plan of Operation and Governance, the City will file with the PUCO for governmental aggregator certification and also register as a governmental aggregator with AEP.

Aggregation Program Management

Oversight of the Aggregation Program will be the responsibility of the Service Director, who shall report to the Mayor. The Service Director, subject to City Council approval, will have the authority to develop specifications for the Aggregation Program, to appoint an Aggregation Program

Manager, and to select, hire and manage the CRES Provider. The CRES Provider and the Aggregation Program Manager will work under the direction of the Service Director with the advice and counsel of the City Attorney.

Due to the complexity of the electric utility industry and the uncertainties of its associated restructuring activities, the Service Director may contract with a consultant or consultants to provide the necessary expertise to represent the City's interest in legislative and regulatory matters and/or to serve as the Aggregation Program Manager. Such services may include, but are not limited to facilitating consumer enrollment and opt-out, assisting with consumer education, addressing consumer questions and concerns, providing reports on program operation, enrollment and savings, negotiating future CRES Provider contracts, and representing the City in dealings with CRES Providers, AEP, the Ohio Legislature, the PUCO and the OCC.

The CRES Provider's rates will include an administrative fee, which shall (if implemented) be collected on behalf of the City to fund the implementation and administration of the City's Aggregation Program. The administrative fee will be adjusted annually to cover the City's cost of administering the program. The fee will be reviewed annually to ensure that the amounts collected do not exceed the cost of administering the aggregation program.

Selection of a CRES Provider

The City will not buy and resell power to Aggregation Program participants. The City will negotiate with potential CRES Providers to provide affordable, reliable electric supplies and other electric related services on behalf of local consumers. The City will consider cooperating with other governmental aggregators or public aggregators, as permitted by law, if it appears beneficial to do so.

Through a request for proposal ("RFP") and negotiation process, the City will develop a contract with a CRES Provider or Providers for firm, all-requirements service. The City shall have the authority to contract with CRES Providers for the provision of 100% renewable energy, with a strong preference for Ohio-based renewable energy projects. The City will contract only with a CRES Provider or Providers that meet at a minimum the following criteria:

1. Certified CRES Provider by the PUCO
2. Registered with AEP
3. Have a service agreement under AEP's Open Access Transmission Tariff
4. Successfully completed Electronic Data Interchange (EDI) computer system testing with AEP and that CRES Provider's EDI computer system is capable of effectively processing Aggregation Program EDI transactions in a timely manner
5. Meet standards of creditworthiness established by the City
6. Have a customer call center capable of effectively handling participants' questions, concerns and disputes in a timely manner using a toll-free telephone number
7. Meet the minimum standards and obligations set forth in the RFP issued by the City.

8. Hold the City harmless from any financial obligations arising from offering electricity and/or energy-related services to Aggregation Program participants.

The CRES Provider's contract will run for a fixed term (i.e., one to five years) and contain all pricing, charges, switching fees, etc. in clear and easily understood terms.

The City will require any CRES Provider to disclose any subcontractors that it uses in fulfillment of the services described herein,

The Bexley City Council may approve, through resolution or ordinance, the contracts entered into by the City with the CRES Provider.

Electric Supply Charges

The City will aggregate electric loads within the City's corporation limits (including municipal facilities) and negotiate mutually agreeable price terms with CRES Providers for affordable, reliable electric supplies and other related services on behalf of local consumers. The City may pursue this purpose individually or in cooperation with other entities. CRES Providers will supply information on electric supply charges by AEP customer rate classification or other appropriate pricing category as approved by the City. All electric supply charges will be fully and prominently disclosed in consumer enrollment materials and will be subject to review by the Bexley City Council.

AEP's Regulated Customer Classifications and Rates

AEP assigns customer rate classifications, character of service and associated regulated rates subject to PUCO approved tariffs. In addition to the CRES Provider's generation charges, consumers will continue to be billed for AEP's service and delivery charges. Although the City may participate in regulatory proceedings and represent the interests of consumers regarding these regulated rates, it cannot assign or alter customer rate classifications.

It is the intention of the city to offer its aggregation program to eligible customers in any and all customer classifications, and in all eligible rate categories, for which the CRES Provider can offer a stable rate.

Developing the Pool of Eligible Accounts

The City shall request AEP to provide current customer information for all customers within the municipal boundaries. The provided information shall include:

- Customer name;
- Customer service address;
- Customer billing address;
- AEP customer account number;
- AEP rate code;

- AEP PIPP code;
- Customer load data;
- Whether or not a customer has a present contract with a CRES Provider; and
- Whether or not a customer has a special service contract with AEP.

From this information, the City and the CRES Provider will develop the pool of customers eligible to participate in the aggregation program, for which the CRES Provider can offer savings.

Initial Consumer Notification and Enrollment

After public hearing(s) by the Bexley City Council, and award of the contract by the City, the CRES Provider will work with the City and AEP to identify all eligible consumers within the City's corporation limits.

All eligible consumers will be notified in writing of the rates, charges and other terms and conditions of participation in the Aggregation Program and that they will be automatically enrolled in the Aggregation Program unless they opt out of or decline participation in the program. Consumers will be given a 21-day period in which to notify the City that they wish to opt out of or decline participation in the Aggregation Program. Eligible consumers shall be provided with a post card or similar notice regarding how consumers can opt-out of the Aggregation Program. This notice shall instruct customers how to opt out and indicate the 21-day period within which consumers have the ability to opt out. The City and the CRES Provider may also use additional methods of opting-out, such as telephonic or internet notice, provided that these alternative methods allow for verification of a consumer's election to opt out of the aggregation. Consumers opting out of the program will remain on AEP's Standard Offer Generation Service, until such time as they select an approved CRES Provider.

After the initial 21-day opt out period has elapsed, all eligible consumers who have not notified the City of their desire to opt out of the Aggregation Program will be enrolled by the CRES Provider at the earliest date practicable. The CRES Provider will provide AEP with the required 90 days enrollment notice for consumers with demand meters.

Consumers ineligible to participate in the Aggregation Program include those customer accounts that are located outside the City's municipal boundaries, customers who are in contract with a CRES provider, customers in a "special rate" contract with AEP, Percentage of Income Payment Plan (PIPP) consumers and consumers whose accounts are not current with AEP. (The aggregation of PIPP customers is under the direction of the State of Ohio.)

Consumers enrolled in the Aggregation Program by the CRES Provider will receive a letter from AEP notifying them of their enrollment. Consumers will have seven calendar days to notify AEP of any objection to their enrollment in the Aggregation Program. AEP will notify the CRES Provider of consumer objections or any reason that a consumer was not enrolled in the Aggregation Program and CRES Provider will maintain a list of customers who have opted out under the program rules. The CRES Provider will report to the City the status of Aggregation Program enrollment on at least a monthly basis.

Leaving the Aggregation Program

Participants who wish to leave the Aggregation Program may do so:

- During the initial 21-day opt-out period
- During subsequent opt-out period offered by the City at least every three years
- At any other time, with appropriate notice to the CRES Provider, without an early termination fee.

In addition to the initial 21-day opt-out period described above, each participant will be given an opportunity to opt out of the Aggregation Program every three years without paying an early termination fee. Consumers who choose to opt out of the Aggregation Program at any time other than during the initial 21-day opt-out period or during subsequent opt-out periods offered by the City may be subject to an early termination fee, if applicable. The City will offer an opt-out aggregation program with no early termination fees.

Any consumer who opts out of the Aggregation Program will be returned to AEP's Standard Offer Generation Service until such time as the consumer selects another approved CRES Provider.

CRES Provider Responsibilities

The CRES Provider will build and maintain a database of all Aggregation Program participants. The database will include the name, address, AEP service delivery identification (SDI) number and may include other pertinent information as agreed upon by the City and the CRES Provider. Such information may include the CRES Provider's account number (if different from AEP's SDI number), rate code, rider code (if applicable), most recent 12 months of kWh consumption and kW demand, and meter reading cycle. The Aggregation Program database will be updated at least quarterly. The City will have the right to access information in the database for purposes of auditing.

The City deems any and all information related to an eligible customer to be confidential and proprietary trade secret information. The CRES Provider shall keep all eligible customer information provided to it by the City or AEP in supplying eligible customers within the City's corporation limit confidential and shall not disclose such information to any third party, unless such disclosure is required to serve any eligible customer, the third party agrees to keep such eligible customer information confidential, and the City consents to the disclosure of such information to the third party.

The CRES Provider will provide and maintain the required Electronic Data Interchange (EDI) computer system to effectively process Aggregation Program enrollments, opt outs, billing, etc, with AEP.

The CRES Provider will provide a local or toll free telephone number for participant questions and concerns about enrollment, opt-out provisions, billing and other Aggregation Program issues.

The CRES Provider will develop internal controls and processes to help ensure that the City remains in good standing as a governmental aggregator that complies with all laws, rules and regulations regarding the same as they may be periodically amended.

New and Returning Participants

Participants who leave the Aggregation Program and wish to return, participants who initially opt out of the program and later wish to join, as well as consumers who move into the City after the initial opt-out period will be afforded the opportunity to enroll in the Aggregation Program. However, the City cannot guarantee rates, terms and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period. Consumers may contact the Aggregation Program Manager to obtain current enrollment information.

Participants who relocate within the City limits and retain the same AEP account number will be allowed to continue in the Aggregation Program at their new location under the same terms and conditions as at their former location, provided the AEP rate classification is the same at both locations, and subject to any switching fees imposed by AEP.

The CRES Provider will comply with all local, state and federal rules and regulations regarding discontinuing service to Aggregation Program participants.

Opt-In Aggregation

In addition to the automatic opt-out process, the City may provide customers the ability to affirmatively opt-in to the Aggregation Program. For opt-in aggregation, the CRES Provider shall obtain the customer's affirmative consent directly (in person, by mail or facsimile), telephonically or electronically in accordance with the PUCO's rules. After completion of the enrollment transaction with the customer, the CRES Provider shall send an electronic enrollment request to the utility, and the customer will be enrolled in accordance with the PUCO's rules and procedures in the utility's tariff.

Modification of Bexley's Plan

The Service Director shall have the authority to make modifications to this Plan. Any material modification to this Plan shall require City Council approval. The City will comply with O.A.C. 4901:1-21-16(D) with respect to any modifications to the Plan that materially affect the customers of the aggregation.

Billing

The City plans to utilize AEP's consolidated billing service in which each consumer account receives one bill itemizing the CRES Provider's electric supply charges and AEP's delivery, transition and other PUCO-approved charges. The billing statement will be consistent with applicable PUCO rules and regulations. The City will consider other billing options, including CRES Provider consolidated billing, if and when they become available and if it appears advantageous to do so.

Questions and Concerns

The Aggregation Program only impacts the source of generation or power supply. AEP will continue to deliver the electricity purchased through the Aggregation Program to participants' homes and businesses through its electric transmission and distribution system. Participants with question or concerns regarding service delivery or safety, such as a power outage, a downed power line, sparking power lines or equipment, low voltage, etc. should continue to contact AEP at 800-277-2177. Meter reading or other billing questions should also be directed to AEP at 888237-5566.

The selected CRES Provider shall ensure that each participating customer receives a printed copy of a toll-free number to call the CRES Provider regarding service problems or billing questions. The CRES Provider shall refer reliability, line repair, or service interruption, and billing issues to the local distribution company. The CRES Provider shall handle all complaints in accordance with applicable laws and regulations. Problems regarding the selected CRES Provider Service Director and Aggregation Program Manager. Below is a chart with relevant contact information:

Question or Concern	Contact	Phone Number/e-mail
Power outage or interruption	AEP	800-277-2177
Turn power on or off	AEP	800-277-2177
Meter reading/billing	AEP	888-237-5566
To enroll in or opt out of the Aggregation Program	CRES Provider Hours:	800-#####
Aggregation Program	Service Director or Aggregation Program Manager	
Unresolved disputes (all customers)	Public Utilities Commission of Ohio	1-800-686-7826 (toll free) or for TTY at 1-800-686-1570

Commented [A1]: Need phone number

Reliability and Indemnification of Consumers

Electric service reliability is an essential to Aggregation Program participants. The City will strive to provide high-quality service and reliability through provisions of the CRES Provider contract, through traditional proceedings related to AEP's regulated transmission and distribution services; and through direct discussions with AEP concerning specific or general problems related to quality and reliability of its transmission and distribution system.

If for any reason a CRES Provider fails to provide uninterrupted service, the City will attempt to acquire an alternative power supply. If this attempt fails, participants will default to AEP's Standard Offer Generation Service. In no case will participants be without power as the result of the CRES Provider's failure to provide uninterrupted service. The City will seek to minimize this risk by contracting only with reputable CRES Providers that demonstrate reliable service. The City also intends to include conditions in its CRES Provider contract that will indemnify

participants against risks or problems caused by the CRES Provider with power supply service and price.

Participant Rights

All Aggregation Program participants shall enjoy the protections of law afforded to consumers as they currently exist or as they may be amended from time to time. These include rights to question billings or service quality or service practices. All program participants shall also enjoy the individual right to decline participation in the Aggregation Program subject to the terms and conditions contained herein.

All Aggregation Program participants will be treated equitably. They will be guaranteed the right to raise and resolve disputes with the CRES Provider, be provided all required notices and information; and always retain the right to opt out of the Aggregation Program or switch suppliers subject to the terms and conditions contained herein.

All consumers within the City's corporation limits shall be eligible to participate in the Aggregation Program subject to the terms and conditions described herein, Ohio law, PUCO rules and regulation governing electric service, and AEP's approved tariffs.

Service under the Aggregation Program shall include all eligible customer classes in adherence with universal service principles and requirements, and the traditional non-discriminatory practices of local government. CRES Provider contracts shall contain provisions to maintain these principles and equitable treatment of all customer classes.

Low-income consumers shall remain subject to all provisions of Ohio law and PUCO rules and regulations as they may be amended from time to time regarding their rights to return to AEP's Standard Offer Generation Service and participation in the Aggregation Program.

Participant Responsibilities

Aggregation Program participants are subject to the same standards and responsibilities as other electric consumers, including payment of billings and access to metering and other equipment necessary to carry out utility operations.

Election of Standby Service

If standby service is approved by the PUCO, Ohio law allows the City to decide whether receiving and paying for standby service is in the best interest of the participating Aggregation Program customers. If the City elects not to receive and pay for standby service from the distribution utility, the City will inform Opt-Out Aggregation Program customers of its decision through an opt-out notice, and will inform Opt-In Aggregation Program customers by regular U.S. Mail or electronic mail, depending upon their preference. The notices will provide customers the opportunity to terminate participation in the Aggregation Program without penalty, and will inform customers that when they return to the distribution utility, they will be charged the market price of power plus any amount attributable to the distribution utility's compliance with the State of Ohio's alternative energy portfolio standards. The market price

and alternative energy amount will continue to be charged until the end of the approved electric security plan, or as otherwise approved by the PUCO.

Termination of the Aggregation Program

The Aggregation Program may be discontinued upon the termination or expiration of the CRES Provider contract without any extension, renewal or subsequent contract being executed. In the event of Aggregation Program termination, each participant will receive notification at least 60 days prior to such program termination and could return to AEP's Standard Generation Offer Service or select another approved CRES Provider.

Definitions

Aggregation

Combining the electric loads of multiple customers for the purposes of supplying or arranging for the supply of competitive retail electric service to those customers.

Aggregation Program Manager

The person or entity designated by the Service Director to oversee the operation and management of the City of Bexley's Municipal Electric Aggregation Program.

Competitive Retail Electric Service (CRES)

A component of retail electric service that is deemed competitive under the Ohio Revised Code or pursuant to an order of the PUCO. This includes but is not limited to the services provided by competitive retail electric service providers, power marketers, aggregators and governmental aggregators.

Competitive Retail Electric Service Provider (CRES Provider)

A person or entity certified by the PUCO and registered with AEP who supplies or offers to supply a competitive retail electric service over AEP's electric transmission and/or distribution system. This term does not apply to AEP in its provision of standard offer generation service.

Consumer

Any person or entity that is an end user of electricity and is connected to any part of AEP's electric transmission or distribution system within the City of Bexley's corporation limits.

Delivery Charge

Charge imposed by AEP for delivering electricity to a consumer's home or business. The charge includes meter reading, billing, transition costs, maintaining electric system reliability and responding during emergencies and outages (also called the distribution charge).

Distribution

The delivery of electricity to a consumer's home or business over AEP's local poles, wires, transformers, substations, and other equipment. AEP's distribution system operations will remain regulated by the PUCO.

Electric Related Service

A service that is directly related to the consumption of electricity at a consumer's home or business. This may include, but is not limited to, the installation of demand side management measures at a consumer's premises, the maintenance, repair or replacement of appliances, lighting, motors or other energy-consuming devices at a consumer's premises, and the provision of energy consumption measurement and billing services.

Electric Supply Charge

All charges related to the generation of electricity by the CRES Provider.

Governmental Aggregator

An incorporated village or city, township or county acting as an aggregator for the provision of a CRES under authority conferred under Section 4928.20 of the Ohio Revised Code.

Kilowatt (kW)

A kilowatt is 1,000 watts

Kilowatt-hour (kWh)

A kilowatt-hour is 1,000 watts of electricity used for one hour. For example, a 1,000-watt appliance operating for one hour or a 100-watt light bulb operating for ten hours will consume one kilowatt-hour of electricity. Consumers are charged for electricity in cents per kilowatt-hour.

Ohio Consumers' Counsel (OCC)

The Ohio Consumers' Counsel (OCC) was established by the Ohio Legislature in 1976 to represent the interests of Ohio's four million residential utility customers served by investor-owned utilities in proceedings before the PUCO, other regulatory agencies and in the courts. The OCC also educates consumers about utility issues and resolves complaints individuals have with investor-owned utility companies.

Participant

A consumer enrolled in the City of Bexley's Municipal Electric Aggregation Program.

Public Utilities Commission of Ohio (PUCO)

The state agency charged with assuring all consumers (residential commercial and industrial) served by investor-owned utilities have access to adequate, safe, and reliable utility services at fair prices. The PUCO regulates a wide variety of investor-owned utilities, including electric, natural gas, pipeline, heating/cooling, local telephone, long distance telephone, waterworks, wastewater, railroad, household goods carriers, water transportation, hazardous materials carriers, and commercial transportation carriers.

Standard Offer Generation Service

The electric generation service a consumer will receive from AEP (the default electric service provider) if the customer does not choose a CRES Provider.

By: Richard Sharp

An Ordinance to renew the “City of Bexley Housing Voucher Acceptance Program Grant” previously established by Third Amended Ordinance 43-20, for the purpose of encouraging Bexley rental property owners to accept and participate in various state/local government and “not for profit organization” housing voucher programs

WHEREAS, The Council of the City of Bexley Ohio, desired with the enactment of Ordinance 28-20 (Non-discrimination in housing due to source of income) and Third Amended Ordinance 43-20 (the Housing Voucher Acceptance Program), to assist current and future residents in securing equal and/or affordable housing opportunities; and

WHEREAS, Bexley reaffirms its commitment to being a welcoming community for all, and to continuing to explore and enact policy reforms and programs in order to expand the quality and availability of affordable housing to families in Bexley; and

WHEREAS, A barrier to some current and future Bexley residents in securing equal and/or affordable housing opportunities is a lack of rental property owners who are approved Columbus Metropolitan Housing Authority (CMHA) vendors and accept US Department of Housing and Urban Development (HUD) Section 8 housing vouchers, and/or other state/local governmental and “not for profit organization” housing vouchers;

WHEREAS, “Source of income housing discrimination protection ordinances” in of themselves do not provide real time evaluation of effectiveness and community embrace of the spirit of the ordinance, since rental property owners do not have to apply to participate in a housing voucher program, meaning that the City has no way of determining if the “Source of Income” Ordinance is having any positive affect for potential residents of the City.

WHEREAS, Due to the unforeseen continued effects of the COVID-19 pandemic, and its effect on the Administration’s efforts to publicize the Housing Voucher Acceptance Program, and on CMHA’s ability to actively train prospective rental property owners on CMHA’s registration, inspection and approval processes.

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

Section 1: That the City of Bexley extends the short-term “Housing Voucher Acceptance Program Grant” that was authorized by Third Amended Ordinance 43-20, thru December 31st, 2022; with the continued purpose of encouraging rental property owners to accept HUD Section 8 housing vouchers issued through CMHA, or other similar Federal/State/Local government and/or private voucher programs, and to help such owners defray some of the initial administrative, training & inspection costs required to accept such vouchers from tenants who are eligible for said vouchers.

Section 2: That any dates including in the “program guidelines” in Section 1 of Ordinance 43-20, be advanced by one (1) year.

Section 3: That Section 4 of Ordinance 43-20, is excluded from this extension ordinance, and is not subject to the one (1) advancing described in Section 2 of this ordinance.

Section 3: That Section 5 of Ordinance 43-20, is modified as follows for 2022:

The City's web site should be updated by April 30th, July 31st, October 31st of 2022 and January 31st 2023, to include a report/listing of property owners names and rental unit addresses and grant payment amounts issued by the City in each quarter ending March 31st, June 30th, September 30th and December 31st of 2022.

Section 4: That this ordinance shall go into effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2021

Lori Ann Feibel - President of Council

Attest: _____

William Harvey - Clerk of Council

Approved: _____, 2021

Benjamin J Kessler, Mayor

First Reading 11-09-2021

Second Reading ____ - ____-2021

Third Reading ____ - ____-2021

Ordinance XX-21

By: Richard Sharp

An Ordinance to immediately rescind the City's "State of Emergency" first declared on March 15th, 2020 and as last amended on September 10th, 2021, and all Executive Orders issued relating to the COVID-19 pandemic, except for previously approved Temporary Signage at Commercially Zoned Properties, Temporary Expansions of Restaurant Patios, and Temporary Facilities for COVID-19 Testing and Vaccination, which will be extended until June 30th 2023.

WHEREAS, Codified Bexley City Ordinance 648.09 allows for the Mayor to proclaim a "State of Emergency"; and

WHEREAS, On March 15th 2020, in response to the global COVID-19 Pandemic, the Mayor issued a "State of Emergency" Proclamation and related Executive Orders; and a series of subsequent Executive Orders, many of which have been since rescinded by the Mayor; and

WHEREAS, The last "State of Emergency" continuance Proclamation and associated Executive Orders were issued on September 10th, 2021; and

WHEREAS, It is apparent that the COVID-19 virus, will continuously exist similarly to the continued existence of various strains of the 1918 world-wide flu virus, and 1958 and 1968 pandemic viruses, as well as other various flu strains collectively referred to "seasonal flus"; and

WHEREAS, There are three (3) Federal Food and Drug Administration (FDA) and Centers for Disease Control (CDC) "approved" or "emergency use approved" vaccines that are more than 95% effective; and

WHEREAS, Mitigation factors enacted with the September 10th 2021 proclamation and executive orders, in conjunction with The City of Columbus and Whitehall, when compared to other Cities and Counties that did not re-impose mandatory mitigation requirements, has had no statistically beneficial affect; and

WHEREAS, The Ohio School Board has, in conjunction with guidance from the CDC, rescinded certain mandatory mitigation strategies and quarantines required for school districts within Ohio; and

WHEREAS, Residents and businesses are encouraged to continue any CDC suggested mitigation strategies that residents and businesses feel are beneficial for them and/or their own families and/or staff; and

WHEREAS, Whereas Codified City Ordinance 648.09 (a) (ii) provides that "'A State of Emergency' and Executive Orders issued thereunder, may at anytime, be rescinded by Council ordinance or resolution"

WHEREAS, Certain temporary facilities provisions provided for in the September 10th 2021 Proclamation and Executive Orders, provide substantial benefit to the residents of the City, and would be a cost burden for businesses that added approved temporary facilities, to remove or modify them to conform with City Code provisions that may have been waived via administrative approval;

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

Section 1: That the City of Bexley Council hereby rescinds all City of Bexley “State of Emergency Proclamations” and Executive Orders issued relating to the COVID-19 pandemic. With the exception that the any temporary signage at commercially zoned properties, temporary expansion of restaurant patios, or temporary facilities for COVID-19 testing and vaccination, that were granted exemption from current City Code provisions and/or were given a written administrative approval by the office of the Mayor, or other department head that was given administrative approval authority by the Mayor, shall be deemed to remain in effect until June 30th 2023, or as further extended by Council.

Section 2: That the Mayor and Council’s Zoning and Development Committee will evaluate if anything approved by administrative process, should be permanently changed in the City Code, or if it should be permanently approved on property by property basis by future Council Ordinance.

Section 3: That the administrative approval process for Temporary Facilities for COVID-19 Testing and Vaccination, be extended to include any contagious disease testing and vaccination, thru June 30th 2023.

Section 4: This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the City and its inhabitants for the reason that this Ordinance is required to be immediately effective, wherefore this Ordinance shall be in force and effect immediately upon its passage by and approval by the Mayor.

Passed: _____, 2021

Lori Ann Feibel - President of Council

Attest: _____

William Harvey - Clerk of Council

Approved: _____, 2021

Benjamin J Kessler, Mayor

First Reading 11-09-2021

Second Reading ____ - ____ -2021

Third Reading ____ - ____ -2021