CITY OF REYNOLDSBURG

CITY COUNCIL

Committee Meetings
Regular Council Meeting

Doug Joseph, President
Caleb Skinner, Ward 1
Brett Luzader, Ward 2
Marshall Spalding, Ward 3
Mel Clemens, Ward 4
Barth Cotner, At-Large
Stacie A. Baker, At-Large
Kristin J. Bryant, At-Large

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April Beggerow
614-322-6836

Monday, December 10, 2018 **Council Chambers**

CITY COUNCIL MEETING

1. CALL TO ORDER

2. ROLL CALL

3. APPROVAL OF MINUTES

a. City Council – Public Hearing – November 26, 2018
b. City Council – Regular Meeting – November 26, 2018

4. APPROVAL OF AGENDA

5. COMMUNITY COMMENTS AND REQUESTS

6. COMMUNICATIONS

7. REPORTS

a. Liquor Permit Request #91590990190 7905 East Broad Street- United Dairy Farmers Inc.

8. MOTIONS

a. MOTION TO AUTHORIZE THE MAYOR TO APPLY FOR THE CLEAN OHIO CONSERVATION FUND GRANT --- Clemens. Development, Parks and Recreation Committee.

9. LEGISLATION FOR ONE READING

a. RESOLUTION APPROVING SPECIAL EXCEPTION USE PERMIT - 6519 E. Livingston Avenue; Applicant, Biras Adhikari

10. LEGISLATION FOR EMERGENCY ADOPTION

a. ORDINANCE AUTHORIZING MAYOR TO ENTER INTO CONTRACT WITH THE DISTRICT ADVISORY COUNCIL OF THE FRANKLIN COUNTY GENERAL HEALTH DISTRICT, AND FRANKLIN COUNTY PUBLIC HEALTH FOR HEALTH SERVICES FROM JANUARY 1, 2019 TO DECEMBER 31, 2019; AND DECLARING AN EMERGENCY. (Second Reading 11/26/2018). --- Cotner. Finance and Administration Committee.

b. ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN AGREEMENT WITH KIRCH GROUP TECHNOLOGIES, LLC., FOR INFORMATION TECHNOLOGY SERVICES FOR THE PERIOD OF JANUARY 1, 2019 THROUGH DECEMBER 31, 2019; AND DECLARING AN EMERGENCY. (Second Reading 11/26/2018). --- Cotner. Finance and Administration Committee.

11. LEGISLATION FOR FIRST READING

a. RESOLUTION ACCEPTING, APPROVING AND RATIFYING THE SUBMITTED RECOMMENDATIONS OF SEVERAL CITY OF REYNOLDSBURG TAX INCENTIVE REVIEW COUNCILS; AND DECLARING AN EMERGENCY. --- Clemens. Development, Parks and Recreation Committee.

b. ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN AGREEMENT WITH CITY OF COLUMBUS, FOR THE 2019-2021 WATER SAMPLING SERVICES AND DECLARING AN EMERGENCY. --- Luzader. Public Service and Transportation Committee.

c. ORDINANCE AUTHORIZING MAYOR TO ENTER INTO CONTRACT BETWEEN THE CITY OF REYNOLDSBURG AND THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INCORPORATED (DISPATCHERS) FROM JANUARY 1, 2019 THROUGH DECEMBER 31, 2021 AND DECLARING AN EMERGENCY. --- Cotner. Finance and Administration Committee.

12. LEGISLATION FOR SECOND READING

a. ORDINANCE OF THE REYNOLDSBURG CITY COUNCIL TO PROVIDE FOR THE REGISTRATION OF RESIDENTIAL RENTAL HOUSING LOCATED WITHIN THE BOUNDARIES OF THE CITY OF REYNOLDSBURG (Held 11/26/2018) (First Reading 11/13/2018). --- Bryant. Public Service and Transportation Committee.

b. ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: Amending Section 154.03 DIRECTOR DUTIES AND RESPONSIBILITIES of Chapter 154 DEPARTMENT OF DEVELOPMENT; Sections 160.02(c) DEPARTMENT OF DEVELOPMENT and 160.02 (g)(2) Building Department of Chapter 160 EMPLOYEE COMPENSATION; Section 1541.03 USE AND STORAGE of Chapter 1541 LIQUEFIED PETROLEUM GAS; Sections 1701.01 DEFINITIONS and 1701.08 ABATEMENT OF A PUBLIC NUISANCE BY THE BOARD OF NUISANCE ABATEMENT of Chapter 1701 GENERAL PROVISIONS; and Section 1711.02 AMENDMENTS, DELETIONS AND MODIFICATIONS TO THE INTERNATIONAL PROPERTY MAINTENANCE CODE of Chapter 1171 GENERAL PROVISIONS. (First Reading 11/26/2018). --- Baker. Public Service and Transportation Committee.

c. ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE SOLID WASTE AUTHORITY OF CENTRAL OHIO (SWACO)TO ACCEPT A COMMUNITY RECYCLING CART GRANT; AND DECLARING AN EMERGENCY. (Requests Emergency Adoption Upon 3Rd Reading) (First Reading 11/26/2018). --- Luzader. Public Service and Transportation Committee.

d. ORDINANCE TO MAKE A FINAL APPROPRIATION FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF REYNOLDSBURG, STATE OF OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2019; AND DECLARING AN EMERGENCY. (First Reading 11/26/2018). --- Cotner. Finance and Administration Committee.

e. ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: SECTIONS 160.01 DEFINITIONS; 160.02 AUTHORIZED POSITIONS, PERSONNEL, CLASSIFICATION AND PAY GRADE; 160.03 SALARY SCHEDULE; 160.05 OVERTIME ELIGIBILITY; 160.07 LONGEVITY AND 160.10 EDUCATIONAL ASSISTANCE AND DECLARING IT AN EMERGENCY (First Reading 11/26/2018). --- Cotner. Finance and Administration Committee.

f. ORDINANCE AUTHORIZING RENEWAL OF CITY'S HEALTH INSURANCE COVERAGE WITH MEDICAL MUTUAL OF OHIO FOR THE PERIOD FROM JANUARY 1, 2019 THROUGH DECEMBER 31, 2019 AND DECLARING AN EMERGENCY. (First Reading 11/26/2018). --- Cotner. Finance and Administration Committee.

g. ORDINANCE AUTHORIZING MAYOR TO ENTER INTO CONTRACT FOR CITY INSURANCE FOR 2019 AND DECLARING AN EMERGENCY. (First Reading 11/26/2018). --- Cotner. Finance and Administration Committee.

h. ORDINANCE AUTHORIZING CITY AUDITOR TO FUND HEALTH SAVINGS ACCOUNTS FOR 2019 AND DECLARING AN EMERGENCY. (First Reading 11/26/2018). --- Cotner. Finance and Administration Committee.

13. LEGISLATION FOR THIRD READING

a. ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: Amending Subsection (a) of Section 953.01 "Water Rate Schedule" OF CHAPTER 953 WATER CHARGES. (Second Reading 11/26/2018). --- Luzader. Public Service and Transportation Committee.

b. ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: Amending Subsection (c) of Section 945.02 "Rate Schedule" OF CHAPTER 945 SEWER CHARGES. (Second Reading 11/26/2018). --- Luzader. Public Service and Transportation Committee.

c. ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH THE YMCA OF CENTRAL OHIO FOR OPERATION AND MAINTENANCE SERVICES FOR THE REYNOLDSBURG COMMUNITY CENTER. (Second Reading 11/26/2018). --- Luzader. Public Service and Transportation Committee.

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ADJOURNMENT

MINUTES PUBLIC HEARING
REYNOLDSBURG CITY COUNCIL
November 26, 2018

President of Council Doug Joseph called the meeting to order at 7:47 PM

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

Public Hearing

112-18

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT BY AND BETWEEN ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG, OHIO AND DECLARING AN EMERGENCY --- Clemens. Development, Parks and Recreation Committee.

President Joseph: Does anyone have any questions or comments tonight on this on Council.

Mr. Baker: Is this the JEDD 5 or JEDD 4.

President Joseph: Our Development Director will answer that question and any others.

Mr. Bowsher: It is actually the JEDD 4 contract off of 310 on the south side of I-70.

Mr. Baker: The reason why I bring that up, is because I've talked to Etna Township, and there are some issues with this JEDD, I know they're holding their meeting tomorrow and as it stands right now, it doesn't look like they're going to approve it. I haven't looked at any of the information, it just got sent to me, I just wanted to make Council aware of it. It was suggested, we could still come to it, we could still vote and pass it, but on their end there are some issues with one party being greedy and Etna is not having none of it. So hopefully they can work it out, I just wanted to make Council and everybody aware of it.

President Joseph: Anyone else have question or comment?

Mr. Spalding: Are you aware of any of this information?

Mr. Bowsher: I am not, this is the first I've heard of anything. I have a pretty good working relationship with Etna and we do have an individual that represents the property owner and the developer as well, I've not heard of any issues so far. This mirrors the JEDD 3 contract, it's very similar, the only language that gets taken out of it is the West Licking Fire District because its out of that district area. Other than that, it's the exact same. This is also where they're looking to build the Kohls Distribution as well. Looking at this, I see no problem with it, at least on our perspective, it's the same funding 20% of the total, 2% income tax for the city.

President Joseph: If we approve this and the township for whatever reason did not, where would that leave us.

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Mr. Bowsher: Currently, if they would then decide to change the language, we would then need to change it as well.

Mr. Hood: It's their deal, if they don't pass the resolution, it doesn't go into effect. So I'm not aware of issues either, no one has reached out to me to tell me there is concerns about not moving forward. So, I'm at a loss honestly.

President Joseph: So hypothetically, if they wanted to make changes, we would simply have to come back and modify this at a later date?

Mr. Hood: Just like we did with 1 and 2 when we modified those. The only way the contract can be amended to the best of my recollection is by board approval and then approval of all the parties in writing.

Mr. Bowsher: And because we haven't convened a board because it hasn't been approved by both parties, Etna Township and our city, we haven't had that. I know that there has been one change since we first started to take a look at this which is why we're here today, because they wanted to expand and include more area which we don't have an issue with, but I will get on the phone first thing in the morning and find out from Etna Township to see if there are any issues or maybe there's just something internally that they're dealing with.

Mr. Baker: It's, because he sent me the email and that's why I just literally just got it. Because it seems that there's an issue between Etna Township and the School District and the school district wants more than what was originally agreed upon. That's why you might want to talk with them tomorrow about it.

Mr. Bowsher: Absolutely, we will do that Councilman Baker.

President Joseph: Anyone from the Commiunity want to make a comment or question on the agreement?

Mr. Barga, 1589 Stouder Dr: I just had a quick follow up question, Mr. Baker was it our school district?

Mr. Baker: No.

Mr. Barga: Ok, that was all I wanted to know, thank you.

President Joseph: Being there are no other questions or comments, we will be sending this on to the Council agenda this evening as item 10g.

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MINUTES PUBLIC HEARING
REYNOLDSBURG CITY COUNCIL
November 26, 2018

RESULT:	**REFERRED TO COUNCIL [UNANIMOUS]**	**Next: 11/26/2018 7:34 PM**
MOVER:	Mel Clemens, Ward 4 Councilmember	
AYES:	Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner	

Adjournment

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Doug Joseph, President of Council

_____
April L. Beggerow, Clerk of Council

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MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
November 26, 2018

President of Council Doug Joseph called the meeting to order at 9:04 PM

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

Approval of Minutes

a. City Council – Regular Meeting – November 13, 2018

RESULT:	**ACCEPTED**

Approval of Agenda

Mr. Joseph: I have one change this evening to remove item 12b, which was held in committee.

Change approved by voice vote

Mr. Joseph: To add 10g, the JEDD legislation that we had in the public hearing.

Mr. Hood: You already voted. You may want to make another motion to amend.

Mr. Joseph: I didn't ask for nay so I don't think that counts.

Mr. Hood: Are you moving to amend your motion to amend?

Mr. Joseph: Is there a motion to amend that motion to accept the addition of the JEDD legislation as 10g.

Mr. Luzader: So moved.

Mr. Joseph: Ok Mr. Luzader makes that motion to amend that motion.

Vote to amend by voice

Mr. Joseph: Ok so we add 12b, sorry remove 12b, which was held in committee and were adding 10g, which came from the public hearing.

Vote to amend by voice

Community Comments and Requests

Mr. Benner: (1200 Creekside Place) Thank you Councilman Joseph, members of Council. I actually wanted to address the Committee. Brett doesn't like me so, he forgot, but remember in time to get me up here. Basically what I want to talk about, you've taken some of the wind out of my sails because

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you did table this yet again. The rental legislation is complex. I'm fearful of, first reading, second reading, third reading, boom we have new legislation. I think it requires more thought than we've given it thus far. Again, I appreciate that we've taken it off. I've pointed out court rulings where there is some question to the constitutionality of requiring someone to let you into their house without their permission. You say they give their permission, they cant do it when your holding a fine or possible criminal prosecution over their head. That's not freewill. So I appreciate that Councilman Clemens, and I believe Councilman Spalding, did raise questions about the downside of this potential legislation. One of which is constitutionality. Will it effect rent increases? Will it actually do what you want it to do? I have no question of the motives of Council woman Bryant for bringing this forward. She wants to make the City better and I appreciate that and I'm sure this legislation is the way to go. You have laws in place right now, that if you funded them properly and have enough code enforcement officers out there, you could do wonders to make this City look better. Without actually invading inside someone's home. If you clean up the gutters, the trash cans on the front porch, the cars in the front yard, the unkempt grass, the weeds etcetera. If you do that, you go a long way towards making Reynoldsburg a better place to live and I believe that's what all of you want to do. So my only further comment, thank you for taking the time, you know we have laws on the books, I think those should be looked at and enforced. And I appreciate that you take more time to deliberate this and actually get things squared away before it goes forward anymore. Thank you very much for the time.

Communications

CLERK OF COURT REPORT

The Clerk read the Clerk of Court Report into the Record

Reports

PRESENTATION BY PATRICK LOSINSKI, CEO OF COLUMBUS METROPOLITAN LIBRARY

Mr. Patrick Losinski, CEO of the Columbus Metropolitan Library presented to the Reynoldsburg City Council- presentation attached to the full minutes.

Mr. Losinski: I don't want to lose sight of the fact that the envelope of the building is really important but what its really about is the service that we provide for your community. We look at all of our locations and we know that residents use three and four and five libraries. They use the network of he library and all told, we have almost six million visitors a year to all of our library locations. So we want to make sure that were doing something that your going to be proud of, not just over the next couple of years as this project completes. But this is a building that'll stand for fifty years and how do we do something that we all going to be proud of and we invite you to be a part of that process with it. So with that, let me pause and see if you have any questions for me.

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MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
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SPECIAL EXCEPTION USE PERMIT HEARING

6519 E LIVINGSTON AVE; APPLICATION #2018-10; APPLICANT BIRAS ADHIKARI; SPECIAL EXCEPTION USE PERMIT

Mr. Joseph: Ok this was added at the request of Mr. Clemens and so do we have someone that's here to speak to this item? Name and address as well please.

Mr. Adhikari: I Am Biras Adhikari from Akron, Ohio.

Mr. Joseph: Mr. Clemens, you wanted to add this. Did you have any specific questions?

Mr. Clemens: Yes. I did because I was reading over it in the minutes and I didn't really kind of understand the minutes. Kind of, really there wasn't correct answers, I didn't feel that was pushed. What I'm interested in, first I'd like to have you explain what the games are and what gaming is. What your doing.

Mr. Adhikari: Yes, virtual reality games so, I would have like virtual reality headset and monitor and CPO and I'll have like online games to play. And costumer come there and they play on hourly basis. So, I will have game online.

Mr. Clemens: Ok now, I think you mentioned in here. Would you have games like two people would be playing games against each other?

Mr. Adhikari: Yea, yea they can play like in a group with each other. Yea but it doesn't end up with any kind of betting or placing money bets. So your like multi player online gaming that's all so.

Mr. Clemens: Would there be money exchange in hand bets?

Mr. Adhikari: No, no. So online like, there are probably like two or three users that can sign in at a time and play the (INAUDIBLE) game together.

Mr. Clemens: Alright. The other thing that kind of bothered me is there no direct answers limits. Now I don't care about over 21, it think some of the guys over 21 can take care of their self but what I was interested in is the ones that are underneath 21. Say you got people coming in 10 years old, 12 years old.

Mr. Adhikari: Yea, the must be accompanied by their parents.

Mr. Clemens: I mean, will their parents have to be with them?

Mr. Adhikari: Yea, with them. If they...

Mr. Clemens: What ages?

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Mr. Adhikari: Yea, so well if they are below like 16 years old, like so they have to come with their parents. Otherwise we don't allow them to come in and play by themselves. And the game, some game they have like specific age requirements to play particular game and if you access the, if the game says like for only for like over 18, I will check their ID and check their over 18 to play that particular game. So basically they cannot put on the game themselves. Somebody, one of my employee needs to like put the game on for them. So whenever they choose the particular game and that game is age specific requirements. And I will tell my employee to check their like ID to confirm their age so they can play the particular game.

Mr. Clemens: Ok, what age group will the parents in under? I'm talking about kids coming in under 16 years old?

Mr. Adhikari: Yea, 16 and below.

Mr. Clemens: 15, I mean I'm asking what your going to do? I, what age groups are we talking about? The parents will be with them.

Mr. Adhikari: I'm saying so like you, anyone like below 16, they must come with their parents.

Mr. Spalding and Mr. Baker: Under 16.

Mr. Clemens: Under 16?

Mr. Adhikari: Yea, under 16.

Mr. Clemens: Ok, under 16. And that was the big point. I was curious whether money would be going back and forth on, when the older people play you know. I think you say they are going to be in private rooms...

Mr. Adhikari: Yea, there will be five rooms to play, so there will be like five costumer there at a time in the store.

Mr. Clemens: And your going to have up to you said, 10 people working for you?

Mr. Adhikari: No, I am saying up to 4 to 10 employee, because I'll open the store like 7 days a week from 10:00 AM to 10:00 PM, so some will be working half time, some will be working full time. So, I am estimating employee around 4 to 10.

Mr. Clemens: They will be checking ID's?

Mr. Adhikari: Yes.

Mr. Clemens: Of the ones that come in and so forth, ok.

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Mr. Adhikari: Yes.

Mr. Clemens: Basically, that was it, that's the part I was interest in. What age groups and it wasn't, they discussed age groups but nothing was ever said, I mean you know, on what it was going to be.

Mr. Adhikari: Ok, yea thank you for like asking that.

Mr. Spalding: I have a question.

Mr. Joseph: Yes, go ahead.

Mr. Spalding: You have any of these other gaming centers that you run? Is this your first one?

Mr. Adhikari: Yea, this is my first one, yea.

Mr. Spalding: Ok.

Mr. Clemens: Do they have any around here or in Columbus that you know of?

Mr. Adhikari: I can you repeat that again please?

Mr. Cotner: If I may cut in Mel. There are a number of places around Columbus that are like arcade style games or that also have consoles. Like Xboxs, Playstations. But I've personally have never heard of any strictly VR, and that's what your doing correct? Just strictly PC VR.

Mr. Adhikari: Yea, we are doing... I saw one in Dayton, Ohio.

Mr. Cotner: There's one in Dayton?

Mr. Adhikari:: Yea.

Mr. Cotner: Ok. But there none, no other ones like this in Columbus?

Mr. Adhikari: Yea, they are not here. But they say in like west side, INAUDIBLE, they are coming here on like 2019, but I'm not sure if they are coming.

Mr. Cotner: 2019, ok. Thank you.

Mr. Baker: So some of the games will be like Halo, Gears of War, which you could have multi player games and you play with other people there or other people online?

Mr. Adhikari: Other people in my store, not like people in different place, so...

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Mr. Baker: Oh, ok. Just other people in your store, ok.

Mr. Adhikari: Yea, with each other.

Mr. Baker: That's what I wanted, because I know gaming has become really big. I mean some colleges actually offer scholarships for gaming for gaming sports. So it is becoming a big thing, especially among college students. So I'm very aware of what your trying to do.

INAUDIBLE

Mr. Cotner: My questions probably going to be a little bit for Mr. Bowsher, Mr. Hood, just to make sure I understand this process. Because there was a question about alcohol and whether they could serve. The explanation was that it would be, it wouldn't be up to City or City Council would have input if they were to choose to go that route. I know that he, I know you said that's not in your initial plans but there was also not an answer to say no were not considering that, so...

Mr. Hood: Lets, specifically speaking about this applicant. More generally speaking, just like any other transfer or new issuance of an alcohol permit, that comes from the state of Ohio. You'll be notified through the Clerk. We'll have an opportunity to make our objections based on the limitations within the statute and do that. However, for special exception use permits, you can put down any conditions that you find appropriate. If that's hours restriction, age restriction, days of the week restriction, alcohol restriction, we have done that. We have done that, the only thing that I would remind Council is, sometimes there difficult to enforce. Sometimes they are out of sight out of mind. So, you know if you do put special conditions on the special exception use permit, you know, you may want to put a 6 month review on them like we have done in the past. Does that answer your question?

Mr. Cotner: Yes. But if we approved it, he's not asking for an alcohol use right now, but in you know, and hopefully the business is very successful. A year from now he says ok I want to get this alcohol permit, I mean we really...

Mr. Hood: The only way he can do that, I apologize for interrupting.

Mr. Cotner: No, your good.

Mr. Hood: The only way he can do that is apply through the State of Ohio through via either a transfer of an established permit that's down there or an issuance of a new permit. We will be notified through the Clerk and then we can make our objections via the State process. I don't...

Mr. Cotner: Which we don't much strength with?

Mr. Hood: You right. There limited in our objections. I don't believe you can then come back as long as the use continues to put special conditions on it at that time. The thing we have to look

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into is how much does the use change. Did it turn from a gaming institution which he is proposing now into some kind of bar. Well I would recommend to you, that's a change is use. So because of that we would be able to re-institute zoning process again. So the question really becomes how much of a business, how much of large part of the business would that become. Is it a matter of having refreshment available to his patrons or so on and so forth.

Mr. Cotner: Ok.

Mr. Hood: But if you feel that strongly about it you could put the condition on it now.

Mr. Cotner: So the condition would have, really the condition would have to be made now as apposed to...

Mr. Hood: Unless the use changes to such a degree that we can claim that its a change in use. So there's 10% and 90% drinking. And I don't anticipate that but it would have to be something that drastic.

Mr. Cotner: No, I don't anticipate that but obviously we can see this changing and growing. And again, if business is really successful and then you've got 16 year olds coming and 21 year olds and some drinking and only 5 sections is there a drinking area and non drinking area. I mean so it seems like there is some challenges that we would look with that portion of it.

Mr. Adhikari: Yea, if it can help, like I can confirm that once I think that I am going to sell alcohol inside, I'll make sure like no body like below 21 enters the store. So if I have to like sell alcohol and I'll do that by acquiring all the licenses and permits and then like start to like take in costumers who are only above 21.

Mr. Cotner: So if you started serving alcohol, your saying you would change the, you wouldn't allow 16, 17, 18 year olds in at all.

Mr. Adhikari: Yea, I'm not willing to, yea that's right.

Mr. Cotner: 21 and only could enter the establishment at all hours?

Mr. Adhikari: Yea.

Mr. Cotner: Would you prefer...

Mr. Hood: Make that a condition...

Mr. Cotner: I was going to say, then the only way that could happen is if we stipulate that though not just it sounds like a good idea.

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Mr. Hood: Not stipulate it, mandate it. Tonight. As a condition on the special exception use permit. And the other thing I would also add to my comment a moment ago. I guess that all assumes that there are permits avaialble. You cant just go to the Board of Alcohol, you know the Alcohol Commission and say I want a permit. There's gotta be one available and I don't know that there are our not.

Mr. Cotner: According to the minutes, Mr. Bowsher said that there was eight that were available in that area.

Mr. Hood: For the City or for the...

Mr. Bowsher: For the City.

Mr. Hood: For the City, so they do, do them via them area as well. But I just wanted to throw that in there. It assumes that there are permits available.

Mr. Cotner: Yea. But again, now is our only chance really to act on this at all and even if nothing was available was right now it still could be available in three years or four years and again...

Mr. Hood: It seems to me that your applicant is willing to change the model, should that become a viable solution. So if that's something you all feel strongly about, or enough about then I would encourage you to do the condition tonight, that if he is going to sell alcohol at his establishment that he only allows people 21 years and above, into his establishment.

Mr. Cotner: Ok, thank you sir.

Mr. Hood: I think that's a viable condition that we can enforce.

Mr. Cotner: Ok, thank you.

Mr. Joseph: I'll just point out that this, regardless of what is decided. Whether we ad conditions or not, this will go to the next Council meeting. So in the meantime you could think about what kind of conditions, if any, you want to put on it. We can do it at that time. Cause it will, by our own rules, we have to bring this back in two weeks to be decided affirmatively or negatively at that time. Yes, Mr. Clemens.

Mr. Clemens: I have one more thing. And I'm glad Mr. Cotner brought it up because I was going to bring up. The reason I was not so much pertaining to you possibly do it but about a month ago, we okayed a commercial place behind, right on the corner of Haft and Main Street, behind the candy store, where the candy store is. Ok we okayed a, in a Huber home, we okayed a diner like, they were going to serve sandwiches and something to drink and somebody sit down and you know you could come and sit down in there and so forth. And we okayed it and so forth. Last week, last Council meeting, it went through quick and I didn't even catch it then but they get a liquor license there now. And I think the Chief stood up, you know he (INAUDIBLE) and there

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wasn't anything, no reason to go against at that time, I wasn't thinking because it was too quick but they came and got a liqour license for that now. Now its a Huber home, a brick one, used to be. But it is in a commercial, that one house.

Mr. Spalding: Insurance or something right there.

Mr. Clemens: Yea. But the problem is that's how quick something can happen. It will change real quick and a liquor, and be able to sell beer and its done. And because of the speech that they gave us was, this is just going to be for people to come in and have breakfast and have sandwiches and soft drink forms and they could talk to each other. Well, in three weeks, they've got a liquor license. So, I don't blame that on them, I blame it on me. That's why I brought this one up because I was worried. (INAUDIBLE) I was kind of worried about something like that happening real quick like.

Mr. Adhikari: So if it can help like to expedite this permit, I can confirm that I'm not going to like sell any alcohol in future in that store. And if I think really need to, I'll export my business to different location, I'll go through, like the process again and I'll (INAUDIBLE) like specifically mention that I'm going to like sell alcohol in (INAUDIBLE) but for now, in this 6519 East Livingston Avenue, I'm not going to sell like any alcohol in future. So ill not be looking for any liquor license if that can expedite my special use permit application.

Mr. Joseph: We cant do anything with it this evening. By our own rules this will go to the next council meeting. Which at that point, it will be either approved, denied or modified with approval. So two weeks is the minimum we can deal with this in any event. So, obviously if Council members want to put controls on it, and your willing to do that, its fine. Yes, Mr. Hood.

Mr. Hood: I just want to add for the record. Whether you place this condition or you do not place this condition upon the special exception use permit, we will not be waiving our right to object, should a liquor permit be applied for in the future, whenever that may be. That's the first thing I want to make sure Mr. Clemens understands. It is a separate process, but none the less. Secondly, Mr. Adhikari, could you tell the Council how long the lease is your signing at this premises.

Mr. Adhikari: So, lease contract.

Mr. Hood: Yes, how long is the lease contract sir?

Mr. Adhikari: Its for three years.

Mr. Hood: Three years. So, I mean it seems to me that you have a tenant who appears who wants to be here for a long period of time to give it a go. So, you know I think, monitor it, if you feel strongly enough place the extra condition on it. Either way lets look at it in six months after he is up and running.

Mr. Joseph: Yes, Mr. Baker.

Minutes Acceptance: Minutes of Nov 26, 2018 7:34 PM (Approval of Minutes)

Mr. Baker: This is more for Attorney Hood. If we were to put the restriction on it, will the restriction stay with the business or the owner. So like if he were to sell it...

Mr. Hood: The use. So it does not attach to the owner or the applicant. It attaches to the property and the use. If the use ceases, everything goes away. That's why I was saying, if the use chnages so dramtically, everythign goes away and the zoning procedures have to start from the very beginning.

Mr. Baker: From the beginning, ok.

Mr. Hood: However, if Mr. Adhikari sells it to me and I continue the use the same exact way, the conditions run with that use.

Mr. Baker: Ok.

Mr. Adhikari: Thank you everyone, have a good evening.

RESULT:	**REFERRED [UNANIMOUS]**	**Next: 12/10/2018 7:34 PM**
AYES:	Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner	

Motions

94-18

MOTION THAT THE COUNCIL OF THE CITY OF REYNOLDSBURG DOES HEREBY ADOPT A RESOLUTION TO RECOGNIZE AND HONOR REYNOLDSBURG RAIDERS FOOTBALL --- Cotner. Finance and Administration Committee.

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

95-18

MOTION THAT THE COUNCIL OF THE CITY OF REYNOLDSBURG DOES HEREBY ADOPT A RESOLUTION TO RECOGNIZE AND HONOR REYNOLDSBURG RAIDER MARCHING PRIDE --- Cotner. Finance and Administration Committee.

Minutes Acceptance: Minutes of Nov 26, 2018 7:34 PM (Approval of Minutes)

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

LEGISLATION FOR EMERGENCY ADOPTION

106-18

ORDINANCE TO REPEAL ORDINANCE NO. 101-18 PASSED OCTOBER 22, 2018 REGARDING AUTHORIZING THE MAYOR TO APPLY FOR AND ACCEPT THE FRANKLIN COUNTY ECONOMIC DEVELOPMENT LOAN; AND DECLARING AN EMERGENCY. --- Clemens. Development, Parks and Recreation Committee.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Mel Clemens, Ward 4 Councilmember
SECONDER:	Marshall Spalding, Ward 3 Councilmember
AYES:	Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner

107-18

AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO A LOAN AGREEMENT WITH FRANKLIN COUNTY, OHIO PROVIDING FOR A LOAN TO THE CITY IN THE MAXIMUM PRINCIPAL AMOUNT OF $750,000 FOR THE PURPOSE OF PAYING THE COSTS OF CERTAIN CAPITAL IMPROVEMENTS TO THE MUNICIPAL ROADWAY SYSTEM ALONG OR NEAR MAIN STREET, INCLUDING BUT NOT LIMITED TO, CONSTRUCTING A 4-WAY TRAFFIC SIGNAL ADJACENT TO THE NEW KROGER LOCATED AT 6400 EAST MAIN STREET, TOGETHER WITH ALL NECESSARY APPURTENANCES RELATED THERETO, AND AUTHORIZING THE EXECUTION AND DELIVERY OF ANY ADDITIONAL DOCUMENTS RELATED THERETO; AND DECLARING AN EMERGENCY. --- Clemens. Development, Parks and Recreation Committee.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Mel Clemens, Ward 4 Councilmember
SECONDER:	Caleb Skinner, Ward 1 Councilmember
AYES:	Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner

108-18

Minutes Acceptance: Minutes of Nov 26, 2018 7:34 PM (Approval of Minutes)

A RESOLUTION AUTHORIZING THE MAYOR TO APPLY FOR, ACCEPT, AND ENTER INTO A WATER SUPPLY REVOLVING LOAN ACCOUNT AGREEMENT ON BEHALF OF THE CITY OF REYNOLDSBURG FOR PLANNING, DESIGN OF AN ASSET MANAGEMENT PLAN; AND DESIGNATING A DEDICATED REPAYMENT SOURCE FOR THE LOAN --- Luzader. Public Service and Transportation Committee.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brett Luzader, Ward 2 Councilmember
SECONDER:	Mel Clemens, Ward 4 Councilmember
AYES:	Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner

109-18

ORDINANCE AUTHORIZING EMH&T TO CONDUCT SURVEYING, DESIGN ENGINEERING & BIDDING SERVICES FOR THE EAST MAIN STREET AND TAYLOR ROAD TURN LANE; APPROPRIATING FUNDS THEREFORE AND DECLARING AN EMERGENCY. --- Luzader. Public Service and Transportation Committee.

RESULT:	**ADOPTED [6 TO 0]**
MOVER:	Brett Luzader, Ward 2 Councilmember
SECONDER:	Stacie Baker, At-Large Councilmember
AYES:	Cotner, Luzader, Spalding, Baker, Bryant, Skinner
ABSTAIN:	Clemens

110-18

ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: AMENDING SECTION 1183.04 USE REGULATIONS AND DEVELOPMENT STANDARDS OF CHAPTER 1183 PLANNED NEIGHBORHOOD DEVELOPMENT DISTRICT. --- Luzader. Public Service and Transportation Committee.

RESULT:	**ADOPTED [6 TO 0]**
MOVER:	Brett Luzader, Ward 2 Councilmember
SECONDER:	Caleb Skinner, Ward 1 Councilmember
AYES:	Cotner, Luzader, Spalding, Baker, Bryant, Skinner
ABSTAIN:	Clemens

111-18

ORDINANCE AWARDING DEPOSITS OF PUBLIC FUNDS AND DECLARING AN EMERGENCY --- Cotner. Finance and Administration Committee.

Minutes Acceptance: Minutes of Nov 26, 2018 7:34 PM (Approval of Minutes)

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

112-18

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT BY AND BETWEEN ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG, OHIO AND DECLARING AN EMERGENCY --- Clemens. Development, Parks and Recreation Committee.

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

LEGISLATION FOR FIRST READING

ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE SOLID WASTE AUTHORITY OF CENTRAL OHIO (SWACO)TO ACCEPT A COMMUNITY RECYCLING CART GRANT; AND DECLARING AN EMERGENCY. (REQUESTS EMERGENCY ADOPTION UPON 3RD READING) --- Luzader. Public Service and Transportation Committee.

RESULT:	**REFERRED TO COMMITTEE**	**Next: 12/10/2018 7:32 PM**

ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: AMENDING SECTION 154.03 DIRECTOR DUTIES AND RESPONSIBILITIES OF CHAPTER 154 DEPARTMENT OF DEVELOPMENT; SECTIONS 160.02(C) DEPARTMENT OF DEVELOPMENT AND 160.02 (G)(2) BUILDING DEPARTMENT OF CHAPTER 160 EMPLOYEE COMPENSATION; SECTION 1541.03 USE AND STORAGE OF CHAPTER 1541 LIQUEFIED PETROLEUM GAS; SECTIONS 1701.01 DEFINITIONS AND 1701.08 ABATEMENT OF A PUBLIC NUISANCE BY THE BOARD OF NUISANCE ABATEMENT OF CHAPTER 1701 GENERAL PROVISIONS; AND SECTION 1711.02 AMENDMENTS, DELETIONS AND MODIFICATIONS TO THE INTERNATIONAL PROPERTY MAINTENANCE CODE OF CHAPTER 1171 GENERAL PROVISIONS. --- Baker. Public Service and Transportation Committee.

Minutes Acceptance: Minutes of Nov 26, 2018 7:34 PM (Approval of Minutes)

RESULT:	REFERRED TO COMMITTEE	Next: 12/10/2018 7:32 PM

ORDINANCE TO MAKE A FINAL APPROPRIATION FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF REYNOLDSBURG, STATE OF OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2019; AND DECLARING AN EMERGENCY. --- Cotner. Finance and Administration Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 12/10/2018 7:33 PM

ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: SECTIONS 160.01 DEFINITIONS; 160.02 AUTHORIZED POSITIONS, PERSONNEL, CLASSIFICATION AND PAY GRADE; 160.03 SALARY SCHEDULE; 160.05 OVERTIME ELIGIBILITY; 160.07 LONGEVITY AND 160.10 EDUCATIONAL ASSISTANCE AND DECLARING IT AN EMERGENCY --- Cotner. Finance and Administration Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 12/10/2018 7:33 PM

ORDINANCE AUTHORIZING RENEWAL OF CITY'S HEALTH INSURANCE COVERAGE WITH MEDICAL MUTUAL OF OHIO FOR THE PERIOD FROM JANUARY 1, 2019 THROUGH DECEMBER 31, 2019 AND DECLARING AN EMERGENCY. --- Cotner. Finance and Administration Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 12/10/2018 7:33 PM

ORDINANCE AUTHORIZING MAYOR TO ENTER INTO CONTRACT FOR CITY INSURANCE FOR 2019 AND DECLARING AN EMERGENCY. --- Cotner. Finance and Administration Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 12/10/2018 7:33 PM

ORDINANCE AUTHORIZING CITY AUDITOR TO FUND HEALTH SAVINGS ACCOUNTS FOR 2019 AND DECLARING AN EMERGENCY. --- Cotner. Finance and Administration Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 12/10/2018 7:33 PM

LEGISLATION FOR SECOND READING

ORDINANCE TO ADOPT THE CITY OF REYNOLDSBURG COMPREHENSIVE PLAN --- Clemens. Development, Parks and Recreation Committee.

Minutes Acceptance: Minutes of Nov 26, 2018 7:34 PM (Approval of Minutes)

RESULT:	REFERRED TO COMMITTEE	Next: 12/10/2018 7:30 PM

ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: AMENDING SUBSECTION (A) OF SECTION 953.01 "WATER RATE SCHEDULE" OF CHAPTER 953 WATER CHARGES. --- Luzader. Public Service and Transportation Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 12/10/2018 7:32 PM

ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: AMENDING SUBSECTION (C) OF SECTION 945.02 "RATE SCHEDULE" OF CHAPTER 945 SEWER CHARGES. --- Luzader. Public Service and Transportation Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 12/10/2018 7:32 PM

ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH THE YMCA OF CENTRAL OHIO FOR OPERATION AND MAINTENANCE SERVICES FOR THE REYNOLDSBURG COMMUNITY CENTER. --- Luzader. Public Service and Transportation Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 12/10/2018 7:32 PM

ORDINANCE AUTHORIZING MAYOR TO ENTER INTO CONTRACT WITH THE DISTRICT ADVISORY COUNCIL OF THE FRANKLIN COUNTY GENERAL HEALTH DISTRICT, AND FRANKLIN COUNTY PUBLIC HEALTH FOR HEALTH SERVICES FROM JANUARY 1, 2019 TO DECEMBER 31, 2019; AND DECLARING AN EMERGENCY. --- Cotner. Finance and Administration Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 12/10/2018 7:33 PM

ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN AGREEMENT WITH KIRCH GROUP TECHNOLOGIES, LLC., FOR INFORMATION TECHNOLOGY SERVICES FOR THE PERIOD OF JANUARY 1, 2019 THROUGH DECEMBER 31, 2019; AND DECLARING AN EMERGENCY. --- Cotner. Finance and Administration Committee.

Minutes Acceptance: Minutes of Nov 26, 2018 7:34 PM (Approval of Minutes)

RESULT:	**REFERRED TO COMMITTEE**	**Next: 12/10/2018 7:33 PM**

ORDINANCE MAKING TRANSFER OF FUNDS AMONG VARIOUS GENERAL FUND DEPARTMENTS, MAKING APPROPRIATIONS FOR THE SENIOR CENTER, BUILDING DEPARTMENT, CITY ATTORNEY, HUMAN RESOURCES, GENERAL ADMINISTRATION, WATER, WASTEWATER, SEWER CAPACITY, SIDEWALK, VISITOR BUREAU, BRICE/MAIN TIF AND SUMMIT RD TIF#1; AND DECLARING AN EMERGENCY. --- Cotner. Finance and Administration Committee.

RESULT:	**REFERRED TO COMMITTEE**	**Next: 12/10/2018 7:33 PM**

LEGISLATION FOR THIRD READING

113-18

ORDINANCE APPROPRIATING FUNDS FROM THE UN-APPROPRIATED 285 FUND--ENDOWMENTS TO A FUND IN THE PARKS & RECREATION DEPARTMENT. --- Clemens. Development, Parks and Recreation Committee.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Mel Clemens, Ward 4 Councilmember
SECONDER:	Brett Luzader, Ward 2 Councilmember
AYES:	Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner

Executive Session to Discuss Collective Bargaining Matters & Compensation of Public Employees

Motion to enter into Executive Session by Mr. Cotner, Second by Mr. Baker
The Clerk called the roll:
Clemens: Aye
Cotner: Aye
Baker: Aye
Bryant: Aye
Skinner: Aye
Luzader: Aye
Spalding: Aye

Executive session began at 9:44 Reconvene for purposes of adjournment at 10:00 pm.
All present.

Adjournment

_____
Doug Joseph, President of Council

Minutes Acceptance: Minutes of Nov 26, 2018 7:34 PM (Approval of Minutes)

April L. Beggerow, Clerk of Council

Minutes Acceptance: Minutes of Nov 26, 2018 7:34 PM (Approval of Minutes)

Clerk of Council
April Beggerow
7232 E. Main Street
Reynoldsburg OHIO 43068
614-322-6836 phone

Memo

DATE: **December 10, 2018**

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

CC:

RE: **Liquor Permit Request #91590990190 7905 East Broad Street- United Dairy Farmers Inc.**

See Attached Documentation

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

NOTICE TO LEGISLATIVE AUTHORITY

TO

91591990190 PERMIT NUMBER	NEW TYPE	UNITED DAIRY FARMERS INC 7905 E BROAD ST REYNOLDSBURG OH 43004
ISSUE DATE		
11 20 2018 FILING DATE		
C1 C2 PERMIT CLASSES		
25 TAX DISTRICT / 220 / B / C16047 RECEIPT NO.		

FROM 11/23/2018

PERMIT NUMBER	TYPE	
ISSUE DATE		
FILING DATE		
PERMIT CLASSES		
TAX DISTRICT / RECEIPT NO.		

MAILED 11/23/2018

RESPONSES MUST BE POSTMARKED NO LATER THAN. 12/24/2018

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES B NEW 9159199-0190
(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☐
DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature) (Title)- ☐ Clerk of County Commissioner ☐ Clerk of City Council ☐ Township Fiscal Officer (Date)

CLERK OF REYNOLDSBURG CITY COUNCIL
7232 EAST MAIN STREET
REYNOLDSBURG OHIO 43068

Attachment: 2018-11-20 7905 E Broad- United Dairy Farmers (Liquor Permit Request 7905 E Broad)

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

MOTION REQUEST

DATE:	**December 10, 2018**
TO:	**Development, Parks and Recreation Committee**
RE:	**Motion to Authorize the Mayor to Apply for the Clean Ohio Conservation Fund Grant**

Approval:

Brad McCloud	Jed Hood	Stephen Cicak

Erosion is occurring along Blacklick Creek in Huber Park in three different areas. EMH&T was contacted to provide recommendations. The summary from EMH&T is attached.

Engineers, Surveyors, Planners, Scientists

MEMO

Date: November 19, 2018

To: Ryan Andrews, PE

From: Shawn Arden, PE

Subject: Huber Park: Blacklick Creek Streambank Erosion

Copies:

This memorandum is provided to document alternatives to address erosion along Blacklick Creek in Huber Park in the City of Reynoldsburg. Site visits were conducted earlier this month to observe three areas of concern that were identified by City staff. These areas are shown on the attached Location Map (Figure 1 on page 4) and include: approximately 50 linear feet of streambank erosion near the Senior Center, approximately 250 linear feet of streambank erosion near the ballfields, and erosion at the 12-inch diameter culvert inlet near the ballfields. Refer to Images 3 through 5 at the end of this document for photographs of the areas of concern.

Potential Improvements – Culvert

Visual observation of the existing culvert pipe did not identify signs of damage to the pipe barrel. Damage appears to be limited to erosion at the culvert inlet. Approximately 3 cubic yards of Rock Channel Protection, Type D is recommended to be installed at the culvert inlet to protect the pipe.

Potential Improvements – Streambank Erosion

EMH&T observed a steep, eroded streambank with absent or leaning vegetation at the streambank erosion areas of concern. The areas are both located on the outside bank of a stream meander. The erosion area located near the Senior Center is on a mild meander bend, while the erosion area located near the ball fields is on a meander bend with a sharper radius of curvature. At both locations, the apparent streambank slope is 1:1 (H:V) or steeper.

EMH&T reviewed the published FEMA Flood Insurance Study data for Blacklick Creek and performed a cursory estimate of velocity and shear stress values for the stream channel. The calculations estimated a peak velocity of 7 to 8 feet per second, and a peak shear stress of 3 to 4 pounds per square foot. Based on this information, EMH&T recommends the City consider stabilizing the streambanks with either riprap revetment or vegetation with rock vanes.

> Riprap Revetment: Riprap revetments consist of placed angular rock of a size and thickness suitable to resist streamflow velocity and shear stress. In Ohio, riprap is primarily provided as limestone. The Federal Highway Administration (FHWA) has published guidance for sizing riprap revetments along stream channels (HEC-23 Bridge Scour and Stream instability Countermeasures, 2009). Riprap revetments are generally installed no steeper than 2:1 (H:V) for stability purposes. Riprap revetments are typically constructed of plain angular rock, although grouted riprap revetments have also been constructed. Riprap revetments provide minimal ecological benefits through shelter for

Attachment: DRAFTMEMO-Huber Park (Huber Park Streambank Erosion)

small organisms with the void spaces of the rock structure. This benefit is eliminated when soil or rock infill is utilized with the revetment.

Rock Vanes: Rock vanes are flow redirection solutions that use in-channel features to focus streamflow velocity and energy into the center of the channel resulting in a reduction in shear stress and erosion on the streambanks, as well reducing the potential for channel bed erosion and the resulting headcutting. Vanes consist of two or more layers of boulders that are stacked across the channel in a V shape to focus streamflow into the channel center. Vanes are commonly implemented in natural channel design practice, with design documentation published by Dave Rosgen (Cross-Vane, W-Weir, and J-Hook Vane Structures, 2006) and others. Image 1 depicts a cross vane constructed across a stream channel, in this application using natural stone to protect the downstream bridge abutments. Precast concrete bin blocks (also referred to as ecology blocks) have also been utilized for this purpose. Refer to Image 2 for an example application using the concrete bin blocks. Streambanks would be regraded to a slope no steeper than 2:1 (H:V) and revegetated.

Image 1: Example rock vane installation using stone.

Image 2: Example single arm rock vane installation using precast concrete bin blocks.

Attachment: DRAFTMEMO-Huber Park (Huber Park Streambank Erosion)

Regulatory Considerations:

- FEMA has mapped a Zone AE Special Flood Hazard Area with Floodway for Blacklick Creek at Huber Park. The streambank erosion areas are both located in the regulatory floodway. Proposed improvements located within the Special Flood Hazard Area will need to comply with the City's Flood Damage Prevention Regulations. Further, the regulations require that if a project is located in the regulatory floodway and will result in an increase in base flood elevations, receipt of a Conditional Letter of Map Revision (CLOMR) from FEMA will be required.
- Proposed work located below the ordinary high water mark of Blacklick Creek will require Section 404 permitting through the United States Army Corps of Engineers.
- Compliance with the OhioEPA NPDES Construction General Permit for Stormwater Discharges Associated with Construction Activities will be required, including preparation of a Storm Water Pollution Prevention Plan (SWPPP) if the project disturbs over one acre of soil.

Cost Considerations

EMH&T developed a conceptual project cost estimate for the culvert and streambank repair alternatives. The cost estimates include a 20% conceptual level contingency, as well as an estimate of survey, design engineering, hydraulic analysis, and permit application preparation costs. Costs for permit application fees, Section 401 or 404 Individual permits/certifications, and FEMA CLOMR applications are excluded.

Alternative	**1: Riprap Revetment**	**2: Rock Vanes Using Precast Concrete Bin Blocks**	**3: Rock Vanes Using Limestone Boulders**
Construction	$173,000	$120,000	$176,000
20% Construction Contingency	$35,000	$24,000	$35,000
Survey, Engineering, Permit Applications, Bid Assistance, and Construction Consultation	$52,000	$52,000	$52,000
Total	**$260,000**	**$196,000**	**$263,000**

Attachment: DRAFTMEMO-Huber Park (Huber Park Streambank Erosion)

Figure 1: Location Map

Attachment: DRAFTMEMO-Huber Park (Huber Park Streambank Erosion)

Image 3: Existing erosion at 12-inch diameter culvert inlet.

Attachment: DRAFTMEMO-Huber Park (Huber Park Streambank Erosion)

Image 4: Existing streambank erosion near Senior Center.

Attachment: DRAFTMEMO-Huber Park (Huber Park Streambank Erosion)

Image 5: Existing streambank erosion near ballfields.

Attachment: DRAFTMEMO-Huber Park (Huber Park Streambank Erosion)

City Council
Doug Joseph
7232 E. Main Street
Reynoldsburg OH 43068
Phone

RESOLUTION REQUEST

DATE:	**December 10, 2018**
TO:	**City Council**
RE:	**RESOLUTION APPROVING SPECIAL EXCEPTION USE PERMIT - 6519 E. Livingston Avenue; Applicant, Biras Adhikari**

Approval:

Completed Brad McCloud	Jed Hood	Stephen Cicak

See attached documentation.

6519 E Livingston Ave; Application #2018-10; Applicant Biras Adhikari;

Special Exception Use Permit

CITY OF REYNOLDSBURG

Department of Development
Planning & Zoning Division
7232 East Main Street
Reynoldsburg, Ohio

App./Case#: 2018-10
Date Submitted: 10/1/2018
Fee Amount: $350.00
Paid: $350.00

Section 1139
BOARD OF ZONING & BUILDING APPEALS APPLICATION

I. PROPERTY INFORMATION

Property Address:	Parcel ID#(s):
6519 E Livingston Ave, Reynoldsburg, OH 43068	

II. PROPERTY OWNER OF RECORD

Property Owner Name(s): Blacklick Properties, LTD

Contact Email:	Contact Phone Number:
leasing@evbco.com	614-221-4736

III. BUSINESS/TENANT INFORMATION (IF APPLICABLE)

Business Name:	Contact Name:
Extreme VR Cafe LLC	Biras Adhikari
Contact Phone Number:	**Contact Email:**
267-515-9723	adhikari.biras@gmail.com

Description of Use: Opening Virtual Gaming Center where customers can play virtual video games on hourly basis.

IV. APPLICANT INFORMATION

Applicant Name:	Applicant Address
Biras Adhikari	982 Chalker Street, Akron, OH 44310
Applicant Phone Number:	**Applicant Email:**
267-515-9723	adhikari.biras@gmail.com

☐ Property Owner ☑ Business Owner/Tenant ☐ Contractor ☐ Architect/Engineer

PROJECT INFORMATION

CHECK AND DESCRIBE IF APPLICABLE:

Variance (☐ Non-Residential ($450) / ☐ Residential ($100)): _____

☑ Special Exception Use Permit ($350): _____

☐ Other: _____

Please review the attached checklist and note the items you are responsible for submitting with this application. All required items must be submitted to the Planning & Zoning Administrator.

Applicant Signature: Biras Date: 09/28/2018

By signing this application, I certify that I am the owner of the property or the owner's agent, and that the work is authorized with the full knowledge of the owner.

****OFFICE USE ONLY****

Additional Notes:

Zoning Information
Zoning District: CC
☐ Historic District
☐ CC Overlay

Add'l Approvals Req'd
☐ Planning Commission
☐ Other: _____

BZBA Meeting Date: 10-18-2018
☐ Approved as Submitted
☐ Approved w/ Conditions
☐ Tabled
☐ Denied

City Council Meeting Date: _____
☐ No Action Taken
☐ Approved as Submitted
☐ Approved w/ Conditions
☐ Denied

P&Z Admin.: _____ Date: _____

Clerk of Council: _____ Date: _____

Attachment: App# 2018-10 SEUP (Resolution App# 2018-10, 6519 E Livingston Ave, Adhikari)

Additional Information Regarding Special Exception Use Permit:

1. Description of the existing use of the lot and of adjacent lots:

   6519 E. Livingston Ave, Reynoldsburg, OH 43068. Application for Special Exception Use. The business entity name is Extreme VR Cafe LLC. The property is located on the south side of Livingston Avenue west of Baldwin Road. It's located in the CC community Commerce and the Community Commercial Overlay Districts of the City. The request is for a Special Exception from the Board to open and operate a Virtual Reality Gaming Center within that district. Current use is vacant.

   Neighboring uses to this property consist of personal services, retail sales and vacant space. The Plaza is commonly known as the Blacklick Plaza Shopping Center. To the South and to the East of the property in question are some multi-family and single-family homes in the AR-2 district of the city.

2. Description of the activities proposed on the site:

   Extreme VR Cafe LLC provide VR gaming computers, headsets, and VR games to the customer who can play on hourly basis within the business premise. Business will operate seven days a week from 10:00 AM to 10:00 PM every day. Business plan to sell water, soda, and few snacks items to the customer as well. Extreme VR Cafe expected to hire 4-10 employees to operate the business smoothly.

   VR gaming center is very new and young business idea to provide entertainment services to the customers. There is not a single business of this kind in the city of Reynoldsburg, OH. Prospective customers of this business are people of all ages, and genders. Customers put on virtual headsets and enter the virtual world of games, where each customer will be the character of the game and play the game like as if they are inside the game itself and playing the role of the character. Besides the game, all ages of customer can enjoy the VR experience either flying high in the sky like a superhero or riding the virtual roller coaster as if they were riding the real one. Games can be played single or multi-player. This business does not involve any money betting or any form of gambling, and Extreme VR Cafe does not plan to sell any alcohol right now. If Extreme VR Cafe decides to sell alcohol in future, it will do so by acquiring all required licenses and meeting all local, states and federal rules and regulation.

3. A plan of the proposed site and improvements:

   See attached site plan.

4. Narrative Statement about the compatibility of the proposed use with the existing uses of adjacent lots:

Attachment: Additional Info (Resolution App# 2018-10, 6519 E Livingston Ave, Adhikari)

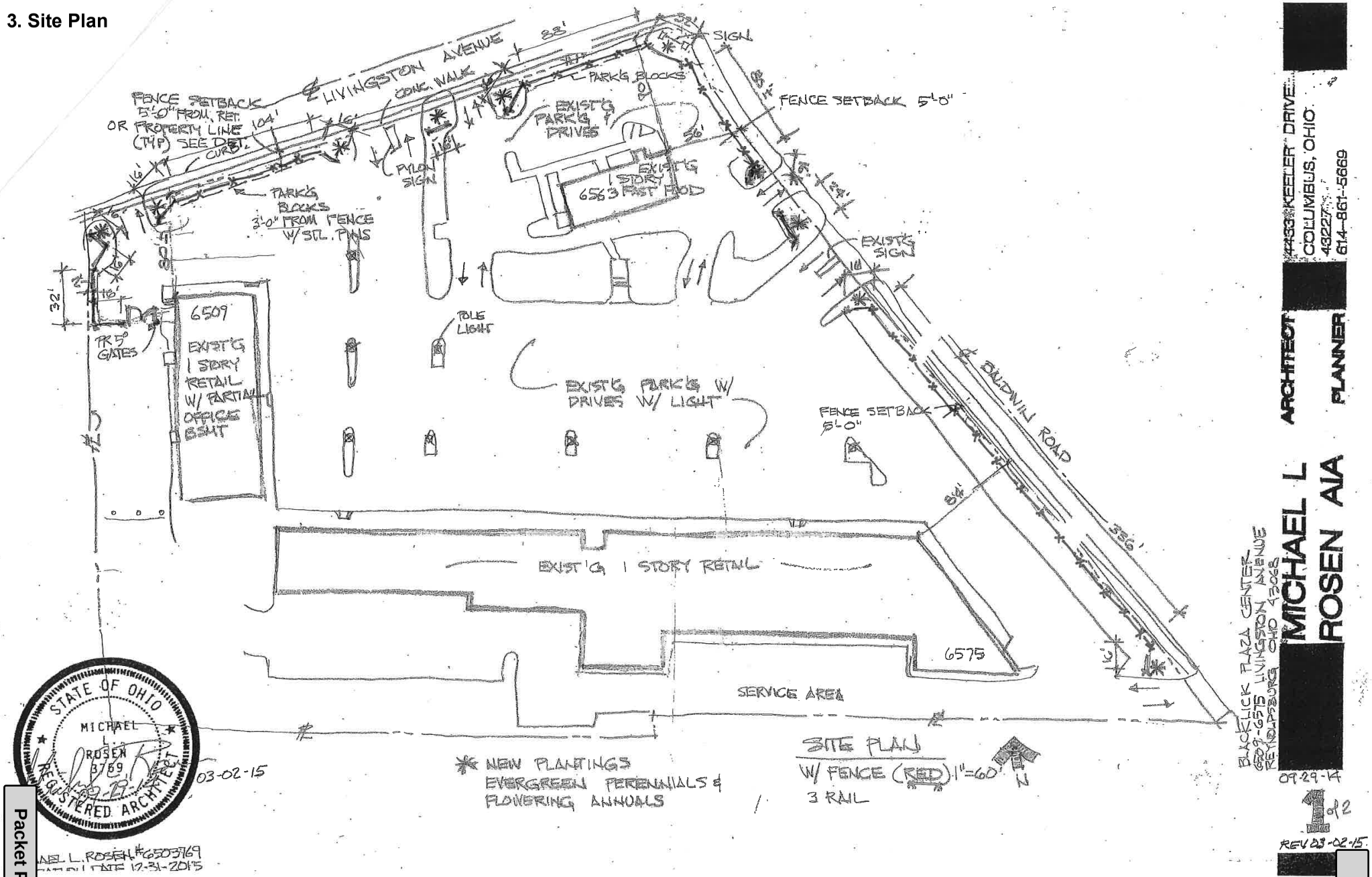
Proposed use does not conflict with any adjacent lots or businesses. This business will fully co-exist with other business nearby. There will be no loud noises, no bad odors, no large gatherings. This gaming center will have 5-6 gaming stations which can only accommodates one person per station at a time. Therefore, there won't be huge numbers of customers at a same time. Extreme VR Cafe will provide the gaming station both on reservation as well as walk-in basis. This business will not in any way affect other existing business nearby, instead, other nearby retails store and other business should expect to see their customers growing because this business is very innovative and entertaining where people of all ages and background can have wonderful time with their families and friends. Customers who comes to play VR games could also shop in the nearby stores. This business will provide entertainment opportunity for nearby residents as well. Students from nearby school will get an opportunity learn more about Virtual Game with their friends during their holidays on discounted rate. Parents can bring their children to give them virtual reality experience and have wonderful time. Today many businesses and schools are using VR system to train the employees and students and with this business in the City of Reynoldsburg, people will have opportunity to learn about the VR.

5. Narrative addressing 1145.09:

The proposed use of the business will bring more customers to the adjacent stores. People who comes to play VR games will have high chances of visiting nearby stores to shop for their needs. Proposed use will not adversely affect the health, safely, morals, or welfare of persons residing or working in the neighborhood because it is played with just a VR headsets, Controllers, and Motion sensors. VR games will be played in the fix space inside the premise either in standing or sitting position. Proposes use will be served adequately by public facilities and services such as roads, police and fire protection, storm water facilities, water, sanitary sewer, and schools. There are many other businesses in the same plaza that are served adequately by public facilities and the proposed use is in no way different regarding the access to the public facilities and services. This business will have only up to 6 gaming stations at max, and each station host only one customer at a time, therefore, there will not be huge influx of traffic because of the proposed use, so, the proposed use will not impose a traffic impact upon the public right-of-way. This proposed use will not harm any objectives and ordinances of the City. The proposed use is located in the CC community Commerce and the Community Commercial Overlay Districts of the City, and the proposed use complies with all the applicable specific provisions and standards of this Code.

Attachment: Additional Info (Resolution App# 2018-10, 6519 E Livingston Ave, Adhikari)

3. Site Plan



Packet Pg. 39

9.a.b

VR Gaming Pictures:

Attachment: Additional Info (Resolution App# 2018-10, 6519 E Livingston Ave, Adhikari)

Mayor's Office
Brad McCloud
7232 E. Main Street
Reynoldsburg OHIO 43068
Phone

ORDINANCE REQUEST

DATE: **December 10, 2018**

TO: **Finance and Administration Committee**

RE: **ORDINANCE AUTHORIZING MAYOR TO ENTER INTO CONTRACT WITH THE DISTRICT ADVISORY COUNCIL OF THE FRANKLIN COUNTY GENERAL HEALTH DISTRICT, AND FRANKLIN COUNTY PUBLIC HEALTH FOR HEALTH SERVICES FROM JANUARY 1, 2019 TO DECEMBER 31, 2019.**

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak

Emergency/Suspension: Emergency

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

Authorization for the Mayor to enter into a contract with the District Advisory Council of the Franklin County General Health District and Franklin County Public Health for Health Services from January 1, 2019 to December 31, 2019. The cost of services is based upon per capita rate of $8.61 for a population of 37,135 totaling $319,732.35.

See Attached.

Requesting emergency adoption upon third read.

CONTRACT
Between
FRANKLIN COUNTY BOARD OF HEALTH
And
CITY OF REYNOLDSBURG

This contract entered into by and between the City of Reynoldsburg (hereafter referred to as "City"), with its principal address being 7232 East Main Street, Reynoldsburg, OH 43068, and the Board of Health of the Franklin County General Health District (hereafter referred to as "Board" or "Franklin County Public Health") for 2019 Public Health Services under the approval of Resolution No.18-105 dated September 12, 2018.

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 22, 2018, 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

Attachment: FCPH 2019 (Franklin County Public Health for Health Services from January 1, 2019 to December 31, 2019.)

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
(101) Collection Vehicle Registration, Inspection and Operation for Prevention of Nuisances
(102) Property Health and Sanitation
(103) Plumbing 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, 2019 and ending December 31, 2019 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 $8.61.

Said sums of money shall be paid to the Board in installments of 50% of the total contract amount in January 2019 and 50% of the total contract amount in June 2019 through the

Attachment: FCPH 2019 (Franklin County Public Health for Health Services from January 1, 2019 to December 31, 2019.)

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 2019 shall not exceed $319,732.35, 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 by the Ohio Department of Commerce.

The City, through its Building Department, shall issue permits and collect fees for such plumbing inspections. 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 inspection 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.

Attachment: FCPH 2019 (Franklin County Public Health for Health Services from January 1, 2019 to December 31, 2019.)

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 REYNOLDSBURG, OHIO

_____

Mayor Brad McCloud Date

APPROVED AS TO FORM:

Ron O'Brien
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 Reynoldsburg, Ohio

Attachment: FCPH 2019 (Franklin County Public Health for Health Services from January 1, 2019 to December 31, 2019.)

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 DATE
City of Reynoldsburg, Ohio

Attachment: FCPH 2019 (Franklin County Public Health for Health Services from January 1, 2019 to December 31, 2019.)

EXHIBIT A
SCOPE OF WORK

Franklin County Public Health ("Board"), hereby agrees to provide health services for the City for the calendar year 2019 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:
Food Service Operation Licensing, Inspection & Education
Healthy Homes (Lead, Radon) Inspection & Education
Mosquito Control Services & Education
Nuisance & Vector Control 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
Tattoo & Body Piercing Permitting, Enforcement & Inspection
Temporary Park Camp Licensing, Enforcement & Inspection
Water Quality Permitting, Testing & Education
Emergency Preparedness:
Community Outreach and Education
Injury Prevention/Opiate Crisis Programs & Education

Attachment: FCPH 2019 (Franklin County Public Health for Health Services from January 1, 2019 to December 31, 2019.)

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 HEAL TH ANNUALLY.

Attachment: FCPH 2019 (Franklin County Public Health for Health Services from January 1, 2019 to December 31, 2019.)

RECORD OF PROCEEDINGS

Minutes of Meeting

BEAR GRAPHICS 800-325-8094 FORM NO. SHTROP11

Franklin County Public Health
Journalized on:
SEP 11 2018

Held 20

RESOLUTION 18-105 September 11, 2018

RESOLUTION AUTHORIZING THE FRANKLIN COUNTY BOARD OF HEALTH TO PROVIDE PUBLIC HEALTH AND PLUMBING SERVICES TO POLITICAL SUBDIVSIONS IN 2019

WHEREAS, pursuant to Ohio Revised Code sections 3709.08 and 3709.281, the Franklin County District Advisory Council and/or Franklin County Public Health may contract with political subdivisions located within or adjacent to the general health district of Franklin County, Ohio, for Franklin County Public Health to provide health and plumbing services to said political subdivisions.

Now, therefore, upon motion of Board Member Rudge, second by Board Member Morgan,

BE IT RESOLVED BY THE FRANKLIN COUNTY BOARD OF HEALTH, BOARD MEMBERS;

1. That Franklin County Public Health shall provide such health and plumbing services as set forth in the attached contracts to the following political subdivisions, for the amounts listed below, as executed by the District Advisory Council and political subdivisions for 2019:

City of Bexley	per capita $8.61; not to exceed $114,185.82 and 60% of all plumbing fees collected
City of Canal Winchester	per capita $8.61; not to exceed $74,657.31 and 60% of all plumbing fees collected
City of Dublin	per capita $8.61; not to exceed $417,585.00 and 60% of all plumbing fees collected
City of Gahanna	per capita $8.61; not to exceed $307,445.88 and 60% of all plumbing fees collected
City of Grandview Heights	per capita $8.61; not to exceed $67,588.50 and 60% of all plumbing fees collected

Attachment: FCPH 2019 (Franklin County Public Health for Health Services from January 1, 2019 to December 31, 2019.)

Attachment: FCPH 2019 (Franklin County Public Health for Health Services from January 1, 2019 to December 31, 2019.)

RECORD OF PROCEEDINGS

Minutes of Meeting

BEAR GRAPHICS 800-325-8094 FORM NO. SHTROP11

Held 20

City of Grove City	per capita $8.61; not to exceed $357,271.95 and $75.00 per plumbing inspection as needed
City of Groveport	per capita $8.61; not to exceed $49,877.73 and 60% of all plumbing fees collected
City of Hilliard	per capita $8.61; not to exceed $319,112.43 and 60% of all plumbing fees collected
City of New Albany	per capita $8.61; not to exceed $92,161.44 and 60% of all plumbing fees collected
City of Pickerington	per capita $8.61; not to exceed $182,695.59 and 60% of all plumbing fees collected
City of Reynoldsburg	per capita $8.61; not to exceed $319,732.35 and 60% of all plumbing fees collected
City of Upper Arlington	per capita $8.61; not to exceed $302,762.04 and 60% of all plumbing fees collected
City of Westerville	per capita $8.61; not to exceed $332,242.68 and 60% of all plumbing fees collected
City of Whitehall	per capita $8.61; not to exceed $158,122.65and 60% of all plumbing fees collected

2. That the Health Commissioner is authorized to prepare and execute the following plumbing services contracts for 2019:

Village of Marble Cliff	60% of all plumbing fees collected
Village of Minerva Park	60% of all plumbing fees collected
Village of Obetz	60% of all plumbing fees collected
Village of Riverlea	60% of all plumbing fees collected
City of Worthington	60% of all plumbing fees collected

3. That this resolution shall be in full force and effect from and immediately upon its adoption.

Attachment: FCPH 2019 (Franklin County Public Health for Health Services from January 1, 2019 to December 31, 2019.)

Attachment: FCPH 2019 (Franklin County Public Health for Health Services from January 1, 2019 to December 31, 2019.)

RECORD OF PROCEEDINGS

Minutes of Meeting

BEAR GRAPHICS 800-325-8094 FORM NO. SHTROP11

Held 20

Voting Aye Thereon:

Board Members
Franklin County Board of Health

Voting Nay Thereon:

Board Members
Franklin County Board of Health

Attachment: FCPH 2019 (Franklin County Public Health for Health Services from January 1, 2019 to December 31, 2019.)

Attachment: FCPH 2019 (Franklin County Public Health for Health Services from January 1, 2019 to December 31, 2019.)

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

ORDINANCE REQUEST

DATE:	**December 10, 2018**
TO:	**Finance and Administration Committee**
RE:	ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN AGREEMENT WITH KIRCH GROUP TECHNOLOGIES, LLC., FOR INFORMATION TECHNOLOGY SERVICES for the Period of January 1, 2019 through December 31, 2019; AND DECLARING AN EMERGENCY.

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak

Emergency/Suspension: Emergency

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

REQUESTING AUTHORIZATION FOR THE MAYOR TO ENTER INTO AN AGREEMENT WITH KIRCH GROUP TECHNOLOGIES LLC, FOR INFORMATION TECHNOLOGY SERVICES FOR THE PERIOD OF JANUARY 1, 2019 THROUGH DECEMBER 31, 2019 (see attached) AND WAIVE COMPETITIVE BIDDING.

requesting emergency adoption upon third read.

Contract Version 4.0.0_REY (2019)

Kirch Group Technology, LLC

Service Agreement Contract

Attachment: 2019 KGT Contract (Kirch Group Technology Contract 2019)

Submitted to:

City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, Ohio 43068

KGT
Kirch Group Technology, LLC.
www.kgtechnology.com

Kirch Group Technology, LLC - Service Contract

This **Kirch Group Technology Service Agreement** (the "Agreement") is made and entered into as of the last date appearing at the foot of this Agreement by and between Kirch Group Technology, LLC, an Ohio limited liability company ("KGT") and the client whose name appears at the foot of this Agreement (the "Client").

Statement of Agreement:

1. **Agreement Basics**. Pursuant to this Agreement, and subject to the terms, conditions and limitations contained in this Agreement, KGT shall provide general Information Technology (IT) management in support of your business and its Covered Hardware (defined on ***Exhibit 1A***) and Covered Software (defined on ***Exhibit 1B***) (Covered Hardware and Covered Software are collectively, the "Covered Items").

2. **Overview**. KGT's uniquely configured support framework for Covered Items provides a range of services, as selected in this Agreement, designed to keep your computer and network systems functioning. Such services, as selected by Client, pertaining to Covered Items include are disclosed on ***Exhibit 2***.

3. **System Documentation.** Client shall provide all documentation relative to the Covered Items to KGT.

4. **Getting Started.** Once the Documentation is delivered or provided to KGT, a KGT technician (a "Tech") shall perform a series of preliminary studies and recommendations. A quotation may be provided to the client with a list of list of hardware and/or software and/or labor required to get client to a state in which KGT will accept client into this agreement. Failure to accept and pay in full for this will result in the immediate cancelation of this agreement as client does not qualify for this arrangement.

5. **Services.** The services provided to the Client under this Agreement are specifically set forth on the Contract Service Schedule as disclosed on ***Exhibit 5***.

6. **Services Limitations.** Due to the nature of technology, KGT makes no representation regarding its ability to solve every IT/network problem Client encounters, but KGT does represent that the Tech shall be provided to Client as provided in this Agreement. Details of service limitations are included on ***Exhibit 6***.

7. **Deliverables.** Working with Client's designated contact person (in some special cases, persons), KGT (acting through its Tech) shall address, as provided in this Agreement, any issues and/or problems concerning Client's current IT environment as it pertains to Covered Items.

8. **Client Obligations**. For KGT to provide the type of service that our Clients deserve and uphold its obligations under this Agreement, Client must strictly observe and where appropriate perform the obligations disclosed on ***Exhibit 8***.

9. **Term and Termination**. The Term of this Agreement shall commence on the effective date as defined in this Agreement and is effective for the remainder of the calendar year. This period is also referred to as the "Term." This Agreement may be terminated by KGT prior to the Agreement End Date upon Client's failure to perform any of its obligations defined in § 8 or on Exhibit 8-Attached, including, but not limited to failure to discharge Client's financial obligations under this Agreement with fifteen (15) days of Client's receipt of a written notice of default. Additional reasons for termination of this agreement are described on ***Exhibit 9***.

10. **Fees and Payments**. Client's fees for services provided in the Contract Service Schedule appear on the Contract Price Schedule disclosed on ***Exhibit 10***. Beginning on the Effective Date, Client shall be billed according to the below-stated payment schedule set forth on the Contract Price Schedule, in advance for applicable fees. Any amount due to KGT under this Agreement, whether under the Contract Price Schedule or billing for additional services shall be payable in full upon receipt of an invoice, without withholding, deduction or offset of any amounts for any purpose. ~~Any amount not paid within thirty (30) days of the invoice's date shall be subject to an interest charge of eighteen percent (18%) per annum.~~ Any KGT billing not disputed by Client both in writing and in good faith, within thirty (30) days of Client's receipt of an invoice is deemed approved and accepted by Client. The Contract Price Schedule only covers items on the Contract

Attachment: 2019 KGT Contract (Kirch Group Technology Contract 2019)

Service Schedule. The Contract Service Schedule work is performed during normal business hours of 8:00am-5:00pm EST, Monday – Friday. Please see website for list of Holidays and dates KGT office is closed. If Client needs an issue addressed outside the normal business hours, such services (whether or not such service is on the Contract Service Schedule) shall be billed at KGT's then effective "After-Hours Rate", unless KGT agrees to a different rate in writing prior to such services being performed. After-Hours Rates are defined on the KGT website and are subject to change at any time.

11. **Non-interference**. Client shall not hire, interview, solicit for hire or aid any third party in hiring any KGT employee, consultant, technician or agent during the Term and for a period of one (1) year after this Agreement has been terminated, or later if KGT's completion of any services for Client's benefit extends beyond the termination date.

12. **Entire Agreement**. This Agreement along with all attached Exhibits constitute one and only one agreement regarding this Agreement's subject matter. This Agreement may not be amended, altered or modified in any manner, except as specifically provided herein, unless it is done so in a written instrument signed by both the Client and KGT; provided, that, one of such instrument's terms reflects one its purpose is to amend this Agreement.

13. **Notices.** Any notice required or permitted under this Agreement must be in writing and except for the ARTS site and/or voice mail provided for in § 6 (and ***Exhibit 6***) and sent to the party at the address appearing on ***Exhibit 13***. Such notice(s) shall be deemed received on (a) the date it is posted in the U.S. Mail systems, properly addressed, bearing adequate postage with a return receipt appended, (b) when delivered to an overnight delivery service, if properly addressed (for this purpose only Federal Express and UPS are acceptable), or (c) when sent by email to the party's email address set forth at the foot of this Agreement; provided, that an electronic receipt for such email is received by the sender.

14. **Assigned Technician.** KGT will provide a technician to Client. This technician will operate under the guidelines as described in ***Exhibit 14***.

IN WITNESS WHEREOF, KGT and Client have executed this Agreement as of the date appearing next to their signature and each of KGT and Client represent to the other party that the person executing this Agreement on this behalf is fully authorized to bind the party for which it is so executing.

Contract Effective Date: 1/1/2019 – 12/31/2019

CLIENT:	**KGT:**
City of Reynoldsburg	Kirch Group Technology, LLC
By: _____	By: _____
Printed Name: _____	John Stickel, Managing Member
Date: _____	Date:_____

Attachment: 2019 KGT Contract (Kirch Group Technology Contract 2019)

Exhibit 1A:

"Covered Hardware:"

Attachment: 2019 KGT Contract (Kirch Group Technology Contract 2019)

Exhibit 1B:

"Covered Software:"

Client Operating Systems (OS):

- Microsoft Windows 7 (Home, Professional, Enterprise, Ultimate)
- Microsoft Windows 8 and 8.1 (Pro, Enterprise, RT)
- Microsoft Windows 10 (Home, Pro, Enterprise)

Server Operating Systems (OS):

- Microsoft Windows Small Business Server 2011
- Microsoft Windows Server 2008 R2 (all)
- Microsoft Windows Server 2012 (all)
- Microsoft Windows Server 2016 (all)
- Microsoft Windows Server 2019 (all)

Applications:

- Microsoft Office 2010
- Microsoft Office 2013
- Microsoft Office 2016
- Microsoft Office 2019
- Microsoft Office 365

It is not possible for KGT to completely support all software, however, we will attempt to resolve any issues you may have if an error occurs. We must be given an error. To get further support with this agreement for industry specific software, we require you to maintain an ongoing support contract with that software vendor. We will still assist you in troubleshooting, by utilizing the support contract and contacting the specific vendor.

Training is not included in the agreement. Training is helping a user understand how to use the software and/or utilize certain features of the software. Although a technician may choose to train a Client, this is not typically included in the agreement. Client will be notified in advance if training is going to be invoiced and arrangements for payment and amounts will be determined.

Attachment: 2019 KGT Contract (Kirch Group Technology Contract 2019)

Exhibit 2:

"Menu of Services:"

a. Site Assessment
b. IT Inventory and Management
c. Scheduled Visits (either "on-site" or "remote")
d. Proactive Service
    a. Check Server Event Logs
    b. Verify Backups
        i. KGT will confirm that backups are getting done. However, KGT will not test backup media at each visit to confirm a full disaster recovery test. This service (disaster recovery test) is an additional charge.
    c. Verify Anti-Virus Software
e. Technology Knowledge and Guidance
f. Help Desk Support (including phone support)
g. Covered Items Reliability Check
h. Covered Items Security Check
i. Cost Management and Control (IT Budget Assistance)

Attachment: 2019 KGT Contract (Kirch Group Technology Contract 2019)

Exhibit 5:

"Contract Service Schedule:"

Contract Services generally include the following: (a) Scheduled Visits; (b) Server Specific Duties; (c) Personal Computer Specific Duties; (d) Peripheral Specific Duties; (e) ARTS response protocol; and (f) Software Support, which relate to the following services descriptions; provided, however, to the extent there is a conflict between the Contract Service Schedule and this Exhibit 5, the former shall control.

*Scheduled Visits***.** The date, time and frequency for Tech Client Visits are based on the size, amount and complexity of Covered Hardware as determined by KGT. Client and KGT must agree on specific dates and times for the Tech's performance of the scheduled maintenance covered by this Agreement**. Such schedule may be modified to reflect Covered Items changes.**

Scheduled Visits:

a. This constitutes scheduled visits under this Agreement.

b. Scheduled visits typically last between one and two hours.

1. Scheduled visits not to exceed three hours, unless prior arrangements are made between Client and KGT.

2. The Tech may, in his/her discretion, reschedule time for incidents not previously submitted to KGT either under ARTS or by telephone phone calls received by KGT at least twenty-four (24) hours prior to the start time for such scheduled visit.

A. Any additional services not covered by the terms of this Agreement performed during a scheduled visit, under ARTS or due to a telephone call may result in fees in addition to the basic fees (aka Contract Price) set forth in this Agreement.

B. When the technician arrives on the scheduled day, he/she will address any ARTS submitted tickets with the Client's contact person. The technician will then proceed with the following services on applicable covered hardware.

Server Specific Duties:

During both Scheduled Visits, and where appropriate in the Tech's opinion, the following Server Specific Duties shall be conducted/reviewed by the Tech: review outside of server housing for warning lights; check server for adequate storage space; Review Windows event logs for messages, warnings, and errors and address as necessary; Review and approve appropriate Windows updates via Windows Software Update Services; Review network Anti-virus management software for issues and address as necessary and Review server and data backups and address as necessary.

Personal Computer Specific Duties.

During both Scheduled Visits, and where appropriate in the Tech's opinion, the following Personal Computer Specific Duties shall be conducted/reviewed by the Tech: ensure Windows updates are or have been installed correctly; monitor for malware infections; and run cleanup utilities to provide highest available usage speeds.

Peripheral Specific Duties.

During both Scheduled Visits, and where appropriate in the Tech's opinion, the Tech shall ensure proper operation of printers, scanners, firewalls, switches and the like; ***provided, that***, such peripherals are listed in the Covered Hardware Schedule as the date of the visit.

Attachment: 2019 KGT Contract (Kirch Group Technology Contract 2019)

ARTS Response Protocol.

This Agreement provides access to a Tech who provides necessary services to monitor and maintain your current system and network environment as provided herein. Consequently, KGT provides a Tech for an on-site, scheduled visit on the day and time provided in this Agreement. Client is authorized to leave emergency/non-emergency voice mail messages and is granted access to the KGT's Automated Response and Ticket Submission (ARTS) site. All scheduled visits and support occurs during KGT's normal business hours of which are listed on our website. Our offices are also closed on all National Holidays. If support in response to an ARTS request is performed at Client's request either "after normal business hours" and/or over a weekend, Client will be billed for a fee in addition to Client's regular financial obligations set forth in this Agreement.

Software Support.

KGT provides support under this Agreement for Covered Software as it relates to its proper installation and configuration in your current business environment. Usage and appropriate understanding of how the Covered Software is (or may be) utilized in the Client's business is outside this Agreement's scope. KGT, may, where appropriate, endeavor to dispense Covered Software knowledge where and when appropriate based upon the applicable Tech's expertise with the particular software item. However, KGT reserves the right to decline support for Covered Software usage and understanding when it determines that the Client (or Client's applicable user) needs or could benefit from software training.

Upgrading or Replacing Hardware/Software.

Upgrading or replacing hardware or software normally requires an on-site visit. However, hardware and/or software upgrades may be completed remotely, with or without the knowledge of the Client. This Agreement does not include the cost of new or replacement hardware, software, cabling or other equipment that may be required to perform services under this Agreement. A separate labor fee shall be applied for adding any hardware not listed on the Covered Hardware Schedule, or major software upgrades or installations not listed on the Covered Software Schedule. Clients shall be quoted a price for new or replacement hardware prior to installation or repair. Labor fees associated with replacement or repair of hardware on the Covered Hardware Schedule are included in this Agreement, except where outlined on the Client Fee Schedule. Applicable sales tax shall be charged as required by applicable law.

Caveats: KGT recommends Business class hardware and software for all of our clients. Purchasing hardware and software through KGT is not a requirement under this Agreement. However, Client benefits with KGT's price breaks on business class IT hardware and software from Dell and other vendors. Should Client seek to upgrade or replace hardware or software with non-business class hardware or software or items the use of which KGT has recommended against, the labor fees for such replacement or repair are not included in the with this Agreement.

Attachment: 2019 KGT Contract (Kirch Group Technology Contract 2019)

Exhibit 6:

"Service Limitations:"

a. Once Client submits an Emergency ticket to the ARTS site and/or an Emergency voice mail message, KGT shall have four (4) business hours to acknowledge the ticket. That does not mean that the issue has to be resolved. KGT shall then have two (2) business hours to begin the attempt at resolving the issue. The attempt is not necessarily limited to an on-site Tech visit. Remote efforts by KGT designed to address the problem(s) are attempts. The agreed response time under this Agreement is set forth in the Contract Services Schedule.

    a. MODIFICATION FOR CITY OF REYNOLDSBURG:

        i. Should the 911/Communications go down during business hours or After Hours, personal contact via cell phone to KGT Technician is permitted to facilitate immediate response. KGT will invoice client at current After Hours Rate should contact fall outside of normal KGT business hours.

b. Services not included in this Agreement or listed on the Contract Service Schedule are billable in addition to the Contract Price Schedule and include: setup and configuration of PCs, printers, and other peripherals not listed in the Covered Hardware Schedule; setup and configuration of new servers; installation and configuration of new software and/or major software upgrades; software research related to Client's business; excessive hardware and/or software quotes; emergency IT support outside normal business hours as define in the Agreement; **direct contact (e-mail, phone calls) with Tech(s) not KGT initiated**; software training for Client's employees; or reinstallation of server operating systems and programs.

c. Force majeure—Problems considered force majeure are not services coming within the Contract Services Schedule and this Agreement. Force majeure includes acts of God, fire, theft, insurrection, situations involving marital law, etc. KGT reserves the right to bill for issues that arise directly, or indirectly, from force majeure including issues with ISP's, telephone companies, power and cellular companies. Force majeure relieves KGT of its response time obligations under this Agreement.

Attachment: 2019 KGT Contract (Kirch Group Technology Contract 2019)

Exhibit 8:

"Client Obligations/Duties:"

a. All issues and/or IT related questions must be submitted to KGT via the ARTS site or through KGT's voicemail system. **Direct contact (e-mail, phone calls) with Tech(s) not KGT initiated**, are not permitted and are subject to additional billing charges;

b. Pay all invoices by their due date. Failure to pay on due date shall result in late fees, stoppage of service and/or termination of this Agreement;

c. Pay all Agreement fees by due date stated on the applicable invoice. Failure to pay by due date shall result in late fees, stoppage of service and/or termination of this Agreement;

d. Provide KGT with as much advanced notice to any changes to current network environment (ISP changes, phone system changes, personnel changes);

e. Maintain all applicable software licenses and software, whether or not such software is part of the Covered Software Schedule;

f. **KGT will not install or service illegal software and Client's installation and/or use of such illegal software may result in KGT's termination of this Agreement;**

g. Notify KGT regarding any software installed and purchased without consulting KGT;

h. Advise Client's staff on usage of ARTS and against direct Tech contact (for support initiation);

i. Provide Client staff with proper software training on applicable company software as KGT does not provide support on software usage;

j. Advise KGT of the presence of mobile devices that connect to Client's network or gather company email;

k. Maintain an active virus scanning solution and routine backup solution as deemed appropriate by KGT for Client's environment;

l. KGT reserves the right to invoice the client for Spyware/Malware removal should the client refuse to have appropriate preventative software and/or hardware in place as deemed appropriate by KGT for Client's environment.

Attachment: 2019 KGT Contract (Kirch Group Technology Contract 2019)

Exhibit 9:

"Agreement Terms and Termination Details:"

a. If the Agreement End Date arrives, and the Agreement is not renewed, so long as all of Client's obligations under this Agreement are fully satisfied by such date, then KGT shall return the Documentation to Client and retain copies exclusively for archive and liability purposes upon request by Client. KGT shall make no further use of such Documentation and shall hold it in the strictest of confidence.

b. If the Agreement End Date arrives or if the Agreement is terminated earlier due to Client's failure to comply with all its obligations found in § 8 of this Agreement (and Exhibit 8), neither shall the Documentation be returned to Client nor shall the temporary passwords installed by KGT be released, except as provided in c, below, unless and until Client has brought current or remedied, in KGT's opinion, its obligations under § 8 and (and Exhibit 8).

c. If the nature of Client's business is such that temporary protective passwords installed by KGT would create legal liability for Client, which areas must be disclosed to KGT on or before the effective date, the passwords referenced in b, above, shall not be applied to such items.

d. Should Client terminate this Agreement and the Contract Price Schedule payments shall have been paid either in advance or in full, no refund shall be given and KGT shall not be obligated thereafter to provide any services contemplated by this Agreement.

Attachment: 2019 KGT Contract (Kirch Group Technology Contract 2019)

Exhibit 10:

"Fees and Payments:"

Quoted Service Agreement - $144,000.00 yearly, to be billed quarterly ($36,000.00).

Payment Schedule - Billed on January 1st, April 1st, July 1st, and October 1st in 2019: $36,000.00.

Attachment: 2019 KGT Contract (Kirch Group Technology Contract 2019)

Exhibit 13:

"Addresses, E-mail Addresses and Telephone Numbers:"

Client Address:

City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, Ohio 43068

PH: (614)322-6800

Main Contact:

Sandra Boller

Email Contact:

sboller@ci.reynoldsburg.oh.us

Attachment: 2019 KGT Contract (Kirch Group Technology Contract 2019)

Exhibit 14:

"Assigned Technician:"

Should the details below contradict other statements made above in the contract, the details below take priority.

a. KGT will provide an assigned technician for Client. This technician will operate outside the current limitations of this contract. Technician will provide routine IT services as expected from a Network Administrator. No additional fees will be billed to the Client for services provided by this technician.

b. Total technician time onsite will be 24 hours per week. Hours will be reduced when Client offices are closed according to Holiday Schedule. This contract includes ten (10) hours of After-Hours Support per contract year provided by the assigned technician. Routine, scheduled service, outside of normal business hours does not count as After-Hours Support. Routine, scheduled service, outside of normal business hours is included in the contract.

c. KGT will make a reasonable effort to provide the same technician. Should this technician be unavailable, KGT will provide an alternate technician as to keep the above schedule.

d. Assigned technician will not be limited to on-site hours only. Should any emergencies arise, assigned technician will be responsible for handling the issue. Should the emergency (not scheduled) arise outside of normal business hours, the included ten (10) hours of After-Hours Support will be used. Once used completely, the Client will be invoiced at the current After-Hours Rate. Any unused hours may not be carried forward to another contract year.

e. Assigned technician will have a cell phone and can be contacted by Client at any time, understanding this could result in additional billing (according to rules above).

Attachment: 2019 KGT Contract (Kirch Group Technology Contract 2019)

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

RESOLUTION REQUEST

DATE:	**December 10, 2018**
TO:	**Development, Parks and Recreation Committee**
RE:	A RESOLUTION ACCEPTING, APPROVING AND RATIFYING THE SUBMITTED RECOMMENDATIONS OF SEVERAL CITY OF REYNOLDSBURG TAX INCENTIVE REVIEW COUNCILS.

Approval:

Completed Brad McCloud	Pending Jed Hood	Pending Stephen Cicak

Emergency/Suspension: Emergency

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

Recommendation for continuation of the Brice and Main TIF, Taylor Square TIF, Taylor Road TIF #1,

Taylor Road TIF #2. Kroger TIF, and Summit Road TIF.

CITY OF REYNOLDSBURG

MINUTES

2018 FAIRFIELD COUNTY; TAYLOR SQ. TIRC
TUESDAY, JULY 17, 2018

PLACE: 2nd FLOOR, MAIN CONFERENCE ROOM
7232 E. MAIN ST, REYNOLDBURG, OH 43068

1. Ed Laramee, Fairfield County Deputy Auditor

Mr. Laramee called the meeting to order at 3:30pm

Present: Judy Eck, Debbie Strickling, Joni Crawford, Stephen Cicak, Ed Laramee, Jon Slater, Louden Klein, Rick Szabrak, Holly Mattli, Andrew Bowsher, and Melissa Butler

2. Approval of 2017 Minutes

Ed Laramee made a motion to approve the Minutes, seconded by Stephen Cicak; ten affirmative votes, no negative votes; Minutes stand approved as submitted.

3. Taylor Square TIF

Mr. Bowsher: This is still an active TIF and can see from last year's minutes that we have received a better rate of 2.163 on some of the bonds.

Ms. Crawford: We have gotten all of our TIF receipts in and they have received all of their refunds from the revision. We paid all the money to the schools and paid all the debt payments. 1,145,000.00 was our fund value at the end of 2017. 196,000 is held as a reserve and the rest gets paid to the school at the beginning of 2018.

Mr. Laramee: Andrew, do you want to give any report as far as what's happening?

Mr. Bowsher: Gander Mountain is outside the TIF, but I think it can increase the property value in the area, as Big Sandy has moved in. In HH Gregg building we now have an Ashley Furniture with all new renovations. We will have a new Starbucks going in with outdoor dining, so that will increase the TIF as well. Continued interest from the Drury Hotels for the out lot. We are trying to fill the Babies R Us location for a tenant. The

Attachment: 2018 TIRC Minutes-Fairfield Co. (TIRC Renewals)

Logan's Steakhouse will be demolished in 2019 and a Chick-Fil-A will be put in. This will be a bigger restaurant with green space and outdoor seating.

Andrew Bowsher made a motion to accept the report of the Taylor Square TIF, seconded by Stephen Cicak; ten affirmative votes, no negative votes; the Motion carried.

4. Comments and Closing

Mr. Laramee adjourned the meeting at 3:47 pm.

Attachment: 2018 TIRC Minutes-Fairfield Co. (TIRC Renewals)

CITY OF REYNOLDSBURG

MINUTES

2018 LICKING COUNTY TIRC
TUESDAY, JULY 17, 2018

PLACE: 2nd FLOOR, MAIN CONFERENCE ROOM
7232 E. MAIN ST, REYNOLDBURG, OH 43068

1. Roy VanAtta, Licking County Auditor

Andrew Bowsher called the meeting to order at 2:30 pm

Present: Walter Rogers, Roy VanAtta, Joni Crawford, Debbie Strickling, Judy Eck, Stephen Cicak, Andrew Bowsher, and Melissa Butler

2. Approval of 2017 Minutes

Roy VanAtta made a motion to approve the Minutes, seconded by Walter Rogers; seven affirmative votes, no negative votes; Minutes stand approved as submitted.

3. Kroger TIF

Ms. Crawford: The property has been reassessed so last year we gave a big refund and didn't receive any money at all. The first half they got back 75k, the second half and the first part of this year we haven't received any. They do have pending complaints regarding lowering the taxes for this property, but are not scheduled.

Roy VanAtta made a motion to accept the report of the Kroger TIF, seconded by Stephen Cicak; seven affirmative votes, no negative votes; the Motion carried.

4. Taylor Road TIF #1

Ms. Crawford: Similar to the amount we get every year and not a lot of movement. No debt is associated with these TIF's.

Attachment: 2018 TIRC Minutes-Licking Co. (TIRC Renewals)

Mr. Bowsher: We do have a proposed multifamily development with a proposed 24 million dollar evaluation, which would directly change the TIF evaluation and the money received from the TIF.

Roy VanAtta made a motion to accept the report of Taylor Road TIF#1, seconded by Stephen Cicak; seven affirmative votes, no negative votes; the Motion carried.

5. Taylor Road TIF #2

Ms. Crawford: Similar to the amount we get every year and not a lot of movement. No debt is associated with these TIF's.

Mr. Bowsher: We do have a proposed multifamily development with a proposed 24 million dollar evaluation, which would directly change the TIF evaluation and the money received from the TIF.

Roy VanAtta made a motion to accept the report of Taylor Road TIF #2, seconded by Stephen Cicak; seven affirmative votes, no negative votes; the Motion carried.

6. Summit Road TIF

Ms. Crawford: We get a small amount of money for them due to the property not really being developed yet.

Roy VanAtta made a motion to accept the report of the Summit Road TIF, seconded by Stephen Cicak; seven affirmative votes, no negative votes; the Motion carried.

7. Comments and Closing

Roy VanAtta adjourned the meeting at 2:34 pm

Attachment: 2018 TIRC Minutes-Licking Co. (TIRC Renewals)

CITY OF REYNOLDSBURG

MINUTES

2018 FRANKLIN COUNTY; BRICE ROAD TIRC
TUESDAY, JULY 17, 2018

PLACE: 2nd FLOOR, MAIN CONFERENCE ROOM
7232 E. MAIN ST, REYNOLDBURG, OH 43068

1. George Mance, Franklin County Auditor's Office

George Mance called the meeting to order at 3:05 pm.

Present: George Mance, Judy Eck, Debbie Strickling, Joni Crawford, Stephen Cicak, Michael Kinninger, Shelley May, Kelly Washington, Kelan Craig, Andrew Bowsher and Melissa Butler

2. Approval of 2016 Minutes

Stephen Cicak made a motion to approve the Minutes, seconded by Andrew Bowsher; ten affirmative votes, no negative votes; Minutes stand approved as submitted

3. Brice Road TIF

Mr. Bowsher: This was done as a debt service that we bonded for infrastructure on the Brice Rd. corridor. This will continue to be paid until 12/01/2023 and this continues to be a good TIF for the city. Home Depot and Walgreens are involved with this TIF.

Ms. Crawford: We haven't been receiving any payments.

Ms. Washington: They may be making tender payments. Ms. Crawford will reach out to see what is going on with payments.

Stephen Cicak made a motion to accept the report of the Brice Road TIF, seconded by Andrew Bowsher; ten affirmative votes, no negative votes; the Motion carried.

4. Comments and Closing

Mr. Mance adjourned the meeting at 3:11 pm

Attachment: 2018 TIRC Minutes-Franklin Co. (TIRC Renewals)

Kroger TIF
Fund 972

Total Net TIF Collections	1st half 2017	2nd half 2017
Kroger	-83,301.35	0.00
Kroger 10% Rollback	0.00	0.00
	0.00	0.00
	0.00	0.00
Gross Collection	-83,301.35	0.00
Less:		
Aud/Treas Fees	-7,731.19	0.00
Delinquent Tax Collection (5%)		
Net Distribution	-75,570.16	0.00

Fund 972 Kroger Tif	1st half 2017	2nd half 2017
Fund 972 Beginning Balance	289,791.77	214,221.61
Total Collected	-75,570.16	0.00
Debt Service -SIB Loan		
Fund 972 Ending Balance	214,221.61	214,221.61

Attachment: Presented Financial Paperwork (TIRC Renewals)

2nd Half 2017 Collections	Total Distribution	Fees	Net Distribution	10% Rollback	Total Received
Kroger	0.00	0.00	0.00	0.00	0.00
			0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00

1st Half 2017 Collections	Total Distribution	Fees	Net Distribution	10% Rollback	Total Received
Kroger	-83,301.35	-7,731.19	-75,570.16	0.00	-75,570.16
			0.00	0.00	0.00
	-83,301.35	-7,731.19	-75,570.16	0.00	-75,570.16

Attachment: Presented Financial Paperwork (TIRC Renewals)

Taylor Rd Tif #1
Fund 974

Total Net TIF Collections	1st half 2017	2nd half 2017
Taylor Chase	11,371.70	8,977.73
	0.00	0.00
Gross Collection	11,371.70	8,977.73
Less:		
Aud/Treas Fees	146.35	118.35
Delinquent Tax Collection (5%)		
Net Distribution	11,225.35	8,859.38

Fund 974 Taylor Rd-1 Tif	1st half 2017	2nd half 2017
Fund 974 Beginning Balance	152,468.38	163,693.73
Total Collected	11,225.35	8,859.38
Debt Service		
Fund 974 Ending Balance	163,693.73	172,553.11

Attachment: Presented Financial Paperwork (TIRC Renewals)

2nd Half 2017 Collections	Total Distribution	Fees	Net Distribution	10% Rollback	Total Received
Taylor Chase	8,977.73	118.35	8,859.38	0.00	8,859.38
			0.00	0.00	0.00
Tax Year 2016	8,977.73	118.35	8,859.38	0.00	8,859.38

1st Half 2017 Collections	Total Distribution	Fees	Net Distribution	10% Rollback	Total Received
Taylor Chase	11,371.70	146.35	11,225.35		11,225.35
Tax Year 2016	11,371.70	146.35	11,225.35	0.00	11,225.35

Attachment: Presented Financial Paperwork (TIRC Renewals)

Taylor Rd Tif #2
Fund 975

Total Net TIF Collections	1st half 2017	2nd half 2017
Park National Bank	0.00	0.00
Glen O Bard	899.44	0.00
	0.00	0.00
Gross Collection	899.44	0.00
Less:		
Aud/Treas Fees	11.55	0.00
Delinquent Tax Collection (5%)		
Net Distribution	887.89	0.00

Fund 975 Taylor Rd-2 Tif	1st half 2017	2nd half 2017
Fund 975 Beginning Balance	14,287.21	15,175.10
Total Collected	887.89	0.00
Debt Service		
Fund 975 Ending Balance	15,175.10	15,175.10

Attachment: Presented Financial Paperwork (TIRC Renewals)

2nd Half 2017 Collections	Total Distribution	Fees	Net Distribution	10% Rollback	Total Received
Park National Bank	0.00		0.00	0.00	0.00
Glen O Bard	0.00	0.00	0.00	0.00	0.00
Tax Year 2016	0.00	0.00	0.00	0.00	0.00

1st Half 2017 Collections	Total Distribution	Fees	Net Distribution	10% Rollback	Total Received
Park National Bank	0.00	0.00	0.00		0.00
Glen O Bard	899.44	11.55	887.89		887.89
Tax Year 2016	899.44	11.55	887.89	0.00	887.89

Attachment: Presented Financial Paperwork (TIRC Renewals)

Summit Rd #1
Fund 973

Total Net TIF Collections	1st half 2017	2nd half 2017
Summit Rd #1	133.11	0.00
Summit Rd #1 10% Rollback	0.00	0.00
Maple Woods Farms	0.00	0.00
Maple Woods Farms-10% Rollback	0.00	0.00
Gross Collection	133.11	0.00
Less:		
Aud/Treas Fees	1.71	0.00
Delinquent Tax Collection (5%)		
Net Distribution	131.40	0.00

Fund 973 Summit Rd #1 Tif	1st half 2017	2nd half 2017
Fund 973 Beginning Balance	5,105.61	5,237.01
Total Collected	131.40	0.00
Debt Service		
Fund 973 Ending Balance	5,237.01	5,237.01

Attachment: Presented Financial Paperwork (TIRC Renewals)

2nd Half 2017 Collections	Total Distribution	Fees	Net Distribution	10% Rollback	Total Received
SRJ Properties	0.00		0.00	0.00	0.00
Maple Woods Farm	0.00		0.00	0.00	0.00
Tax Year 2016	0.00	0.00	0.00	0.00	0.00

1st Half 2017 Collections	Total Distribution	Fees	Net Distribution	10% Rollback	Total Received
SRJ Properties	133.11	1.71	131.40		131.40
Maple Woods Farm	0.00	0.00	0.00		0.00
Tax Year 2016	133.11	1.71	131.40	0.00	131.40

Attachment: Presented Financial Paperwork (TIRC Renewals)

al Net TIF Collections	1st Half 2017	2nd Half 2017
e Depot Settlement	124,839.00	0.00
Home Depot 10% Rollback	0.00	0.00
Walgreens Settlement	40,162.34	40,162.34
Walgreens 10% Rollback	0.00	0.00
Gross Collection	165,001.34	40,162.34
Less:		
Aud/Treas Fees	2,011.86	454.99
Delinquent Tax Collection (5%)		
Net Distribution	162,989.48	39,707.35
Effective Class II % to School	61.32%	61.32%

Subaccounts	1st Half 2017	2nd Half 2017
School Revenue Account	99,945.15	24,348.55
Public Improvement Account	63,044.33	15,358.80
	162,989.48	39,707.35

Distribution to Schools	1st Half 2017	2nd Half 2017
Beginning Balance Owed to Schools	702.65	0.00
Funds Deposited in School Revenue Account	99,945.15	24,348.55
Paid To Schools	100,647.80	24,348.55
Ending Balance Owed to Schools	0.00	-0.01

Fund 971 (Brice - Main TIF)	1st Half 2017	2nd Half 2017
Fund 971 Beginning Balance	25,057.64	82,442.97
Total Collected	162,989.48	39,707.35
Debt Service paid for 2003 Bonds	4,956.35	79,956.35
Paid To Schools	100,647.80	24,348.55
Fund 971 Ending Balance	82,442.97	17,845.42

1st half 2017 Collections	Total Distribution	Fees	Net Distribution	10% Rollback	Total Received
Home Depot 90-007			0.00	0.00	0.00
Walgreen 90-28	40,162.34	454.99	39,707.35	0.00	39,707.35
Tax Year 2016	40,162.34	454.99	39,707.35	0.00	39,707.35

1st half 2017 Collections	Total Distribution	Fees	Net Distribution	10% Rollback	Total Received
Home Depot 90-007	124,839.00	1,557.72	123,281.28	0.00	123,281.28
Walgreen 90-28	40,162.34	454.14	39,708.20	0.00	39,708.20
Tax Year 2016	165,001.34	2,011.86	162,989.48	0.00	162,989.48

Attachment: Presented Financial Paperwork (TIRC Renewals)

TAYLOR SQUARE TAX INCREMENT FINANCING

Phase I and II	1st Half 2017	2nd Half 2017
Total Phase I Collected	416,385.70	914,146.87
Total Phase II Collected	* 258,017.79	372,187.46
TOTAL COLLECTED	674,403.49	1,286,334.33
Effective Class II % to School	69.30%	69.30%

* includes a correction of 86.71

Subaccounts	1st Half 2017	2nd Half 2017
Phase I Reserve		
Phase I Debt Service	416,385.70	914,146.87
Phase II School Revenue	178,806.33	257,925.91
Phase II Debt Service	79,211.46	114,261.55
	674,403.49	1,286,334.33

Fund 970 (TIF)	1st Half 2017	2nd Half 2017
Fund 970 Beginning Balance	1,131,773.40	295,404.14
Total Collected	674,403.49	1,286,334.33
Paid To Schools	-936,390.74	-436,732.23
Transferred to Debt Service	-574,382.00	
Debt Payments paid from Tax Revenues	0.00	0.00
Fund 970 Ending Balance	295,404.14	1,145,006.24
Fund 970 reserve		

Payments to School District	1st Half 2017	2nd Half 2017
Phase II School Revenue (30 days after receipt)	178,806.33	257,925.91
Annual Balance (30 days after calendar year)		**949,623.59**

Service Payment Deficiencies		2017
Phase I Owner's Parcel	(i)	884,291.20
Phase I Property	(ii)	1,330,532.57
Credited Payments	(iii)	1,524,005.59
Debt Payment Required		574,382.00
Debt Service Deficiency		0.00
Target Deficiency		0.00
Amount Due From Owner		0.00

Attachment: Presented Financial Paperwork (TIRC Renewals)

2017 Tax Year 2016 1st half

Phase			Total Collected	Fees	Net Amount
I - Other	044-73792-00	BP Exploration	14,663.09	190.03	14,473.06
I - Other	044-73793-00	Bills Sunoco	23,662.08	306.66	23,355.42
I - Other	044-73793-13	Noca (O'Charlies)	23,622.65	306.15	23,316.50
I - Other	044-73793-15	Noca (Fridays)	25,047.84	324.62	24,723.22
I - Other	044-73795-12	BP Exploration		0.00	0.00
I - Other	044-73795-50	Noca Ltd.	743.93	9.64	734.29
I - Other	044-73795-51	Smokey Bones	19,635.28	254.47	19,380.81
I - Other	044-73795-52	Sliver	1,062.51	13.77	1,048.74
I - Other	044-73795-70	Fifth Third Bank	23,748.81	307.78	23,441.03
I - Other	044-73795-80	P & S Hotel Group	63,687.35	825.38	62,861.97
I - Other	044-73795-90	First Hospitality	45,562.29	590.48	44,971.81
			241,435.83	3,128.99	238,306.84
I - Owner	044-73795-20	Noca (Walmart)	0.00	0.00	0.00
I - Owner	044-73795-30	Noca Retail Devel.	122,791.72	1,591.37	121,200.35
I - Owner	044-73795-40	Noca (West Strip)	57,625.34	746.82	56,878.52
			180,417.06	2,338.19	178,078.87
II	044-73790-10	Ardmore of Ohio			0.00
II	044-73790-11	Ardmore of Ohio			0.00
II	044-73791-00	Logans SH	21,914.02	284.00	21,630.02
II	044-73791-10	City of Reyn.		0.00	0.00
II	044-73791-11	Ardmore of Ohio	160.06	2.07	157.99
II	044-73791-20	UHA Corp.	15,863.95	205.60	15,658.35
II	044-73793-11	Noca Retail Devel.	21,774.45	282.20	21,492.25
II	044-73793-30	Icebreaker Devel	17,924.66	232.30	17,692.36
II	044-73794-10	Drury Inns Inc	2,428.94	31.48	2,397.46
	044-73794-20	Drury Inns Inc	7,130.66	92.41	7,038.25
II	044-73795-00	BP Gas Lease.	14,376.08	186.31	14,189.77
II	044-73795-01	Reynoldsburg LLC	48,921.22	634.02	48,287.20
II	044-73795-13	Sams (17%).	0.00	0.00	0.00
II	044-73795-14	Parking lot	17,289.14	224.07	17,065.07
II	044-73795-10	Drury Inns Inc	23,692.04	307.05	23,384.99
II	044-73795-60	Noca Ltd.	69,842.52	905.15	68,937.37
			261,317.74	3,386.66	257,931.08
	1st half 2017 Collections		683,170.63	8,853.85	674,316.78

Attachment: Presented Financial Paperwork (TIRC Renewals)

2017 Tax Year 2016 2nd half

Phase			Total Collected	Fees	Net Amount
I - Other	044-73792-00	BP Exploration	14,663.09	194.21	14,468.88
I - Other	044-73793-00	Bills Sunoco	23,662.08	313.41	23,348.67
I - Other	044-73793-13	Noca (O'Charlies)	23,622.65	312.88	23,309.77
I - Other	044-73793-15	Noca (Fridays)	25,047.84	331.76	24,716.08
I - Other	044-73795-12	BP Exploration		0.00	0.00
I - Other	044-73795-50	Noca Ltd.	743.93	9.85	734.08
I - Other	044-73795-51	Smokey Bones	19,635.28	260.07	19,375.21
I - Other	044-73795-52	Sliver	1,062.51	14.07	1,048.44
I - Other	044-73795-70	Fifth Third Bank	23,748.81	314.55	23,434.26
I - Other	044-73795-80	P & S Hotel Group	32,977.13	436.78	32,540.35
I - Other	044-73795-90	First Hospitality	45,562.29	603.47	44,958.82
			210,725.61	2,791.07	207,934.54
I - Owner	044-73795-20	Noca (Walmart)	535,274.65	7,089.74	528,184.91
I - Owner	044-73795-30	Noca Retail Devel.	122,791.72	1,626.38	121,165.34
I - Owner	044-73795-40	Noca (West Strip)	57,625.34	763.25	56,862.09
			715,691.71	9,479.38	706,212.33
II	044-73790-10	Ardmore of Ohio		0.00	0.00
II	044-73790-11	Ardmore of Ohio		0.00	0.00
II	044-73791-00	Logans SH	21,914.02	290.25	21,623.77
II	044-73791-10	City of Reyn.		0.00	0.00
II	044-73791-11	Ardmore of Ohio	160.06	2.12	157.94
II	044-73791-20	UHA Corp.	15,863.95	210.12	15,653.83
II	044-73793-11	Noca Retail Devel.	21,774.45	288.40	21,486.05
II	044-73793-30	Icebreaker Devel	17,924.66	237.41	17,687.25
II	044-73794-10	Drury Inns Inc	2,428.94	32.17	2,396.77
	044-73794-20	Drury Inns Inc	7,130.66	94.45	7,036.21
II	044-73795-00	BP Gas Lease.	14,376.08	190.41	14,185.67
II	044-73795-01	Reynoldsburg LLC	48,633.42	644.15	47,989.27
II	044-73795-13	Sams (17%).	116,153.33	1,538.46	114,614.87
II	044-73795-14	Parking lot	17,289.14	229.00	17,060.14
II	044-73795-10	Drury Inns Inc	23,692.04	313.80	23,378.24
II	044-73795-60	Noca Ltd.	69,842.52	925.07	68,917.45
			377,183.27	4,995.81	372,187.46
	2nd half 2017 Collections		1,303,600.59	17,266.26	1,286,334.33

Attachment: Presented Financial Paperwork (TIRC Renewals)

Water and Wastewater Department

Paul Hellman
614-322-4500 Phone

ORDINANCE REQUEST

DATE:	**December 10, 2018**
TO:	**Public Service and Transportation Committee**
RE:	ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN AGREEMENT WITH CITY OF COLUMBUS, FOR THE 2019-2021 WATER SAMPLING SERVICES AND DECLARING AN EMERGENCY.

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak

Emergency/Suspension: Emergency

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

Request for Emergency

Statement of necessity: Would like passage after 2 readings. Need time for City of Columbus to get signatures.

Request legislation for the Mayor to enter into contract with the City of Columbus, 910 Dublin Road, Columbus, Ohio 43215 for the 2019-2021 Total Coliform, TTHM's, HAA5's Sampling per OEPA for a contract amount of $35,000 a year.

Meter testing and water main break total coliform sampling will be done on an as needed basis.

I'm asking to waive competitive bidding for this contract.

No new appropriation is needed for this contract.

Water and Wastewater Department

Paul Hellman
614-322-4500 Phone

Additional information is attached.

CONTRACT

BETWEEN THE CITY OF COLUMBUS AND THE CITY OF REYNOLDSBURG

FOR ANALYTICAL SERVICES

This Contract for sample collection and analytical services is entered into by and between the City of Reynoldsburg and the City of Columbus, Department of Public Utilities ("Columbus").

WITNESSETH

WHEREAS, the City of Reynoldsburg has a need for drinking water laboratory analytical services; and

WHEREAS, Columbus is willing to provide these services pursuant to the terms contained herein;

NOW, THEREFORE, in consideration of the mutual promises as hereinafter set forth, the parties agree as follows:

1. Contract Term
The term of this Contract shall be from 1/1/2019 to 12/31/2021. This Contact shall not auto-renew.

2. Scope of Services
Columbus agrees to provide drinking water laboratory analytical services for the City of Reynoldsburg pursuant to the conditions contained herein.

A. Monthly, Columbus will collect and analyze samples for total coliforms from a minimum of 40 locations, approved by OEPA pursuant to section 2.G, throughout Reynoldsburg's distribution system as required by the Total Coliform Rule. The City will utilize Ohio Environmental Protection Agency (OEPA) certified methods to conduct the testing.

B. Monthly, Columbus will also collect and analyze a minimum of 40 free and total chlorine samples at the coliform monitoring locations as identified in section 2.A. The City will utilize OEPA certified methods to conduct the testing.

C. Heterotrophic plate count (HPC) analyses will also be performed at each total coliform monitoring location every-other month. The City will utilize standard methods to conduct the testing.

D. Quarterly (March, June, September, and December), Columbus will collect and analyze total trihalomethanes (TTHM) and haloacetic acid 5 (HAA5) samples at 4 locations, approved by OEPA pursuant to section 2.G, within Reynoldsburg's distribution system as required by the Stage 2 Disinfectants/Disinfection Byproduct Rule. The City will utilize OEPA certified methods to conduct the testing.

E. Columbus will also analyze lead and/or copper samples, as needed, which have been collected by Reynoldsburg and delivered to the Water Quality Assurance Laboratory. Columbus will not arrange for the collection of the samples. Columbus will report the lead and copper sample results electronically to OEPA, but Reynoldsburg will be responsible for the paper submission of results and sample collection information to OEPA, per OEPA *Checklist for Completing Lead and Copper Sample Monitoring Requirements*.

Attachment: Reynoldsburg lab services contract 2019-2021 (Analytical Services)

F. The City of Columbus will report the results to the OEPA and Reynoldsburg as required by the OEPA.

G. The City of Columbus will analyze line repair samples for Reynoldsburg under the following conditions: Reynoldsburg will collect the sample, Reynoldsburg will conduct chlorine testing in the field, Reynoldsburg will deliver the samples to the Columbus Water Quality Assurance Laboratory Monday through Thursday between the hours of 8:00 am and 2:00 pm, samples will not be accepted the day before or the day of a holiday. The fee for the line repair sample will be per sample. The fee schedule and list of observed holidays is attached as Exhibit A. If the conditions are not met, Reynoldsburg will utilize a third party lab at their own expense.

H. The City of Reynoldsburg will select the monitoring locations, get them approved by OEPA, and provide the list to Columbus when sampling locations charge or need to be updated. Columbus will provide consultation for site selection if requested by Reynoldsburg.

I. Sampling and analytical services shall only be for the City of Reynoldsburg public water system OEPA compliance. Services will not be provided to customer owned residences for water quality complaints.

J. If total coliform sample results from section 2.A require repeat sample collection and analyses as specified by OEPA requirements, the WQAL will conduct the collection and analyses at no additional cost.

K. The City of Reynoldsburg shall supply a list of contacts and phone numbers Columbus personnel can utilize for questions. In addition, the City of Reynoldsburg shall also provide a 24-hour non-911 contact number. Reynoldsburg shall immediately notify Columbus of any changes or updates to contacts and phone numbers.

L. Samples will only be collected during normal business hours. Samples will not be collected on weekends or holidays.

M. Additional analyses may be performed with approval from both parties. The fee schedule for additional analyses is attached in Exhibit A.

3. Pricing and Payment

The charges for services provided under this Contract will be pursuant to the rates provided in Exhibit A, which is hereby incorporated into this Agreement and which will be amended by Columbus annually.

Columbus shall include a line item for analytical services on the current quarterly water and sewer invoice to the City of Reynoldsburg. The City of Reynoldsburg shall pay invoices within twenty-eight days of the date of the invoice.

Invoices will be submitted to: City of Reynoldsburg
7232 East Main Street
Reynoldsburg, Ohio 43068

Attachment: Reynoldsburg lab services contract 2019-2021 (Analytical Services)

4. Notice
Any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall only be effective if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Services as first-class certified mail, postage prepaid and return receipt requested, to the parties at the following addresses:

For City of Reynoldsburg:	City of Reynoldsburg Attn: Paul Hellman/Superintendent 7232 East Main Street Reynoldsburg, Ohio 43068
For Columbus:	Water Quality Assurance Lab Manager 910 Dublin Rd. Columbus, OH 43215

5. Contract Termination
If either the City of Reynoldsburg or Columbus violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its obligations under this Contract, then the aggrieved party shall give the other party (the "responsible party") written notice of such failure or violation. The responsible party will correct the violation or failure within thirty (30) calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party. The option to terminate shall be at the sole discretion of the aggrieved party.

When it is in the best interest of Columbus or the City of Reynoldsburg, either party, may terminate this Contract by providing thirty (30) calendar days written notice to the other party prior to the effective date of termination. If this Contract is so terminated, the City of Reynoldsburg shall be liable for payment according to the terms of this Contract for services provided by the City prior to the effective date of termination.

6. Applicable Law, Remedies
This Contract shall be governed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between Columbus, its agents and employees, and the City of Reynoldsburg arising out of or relating to this Contract or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

7. Entire Agreement
This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof. Understandings, agreements, representations, or warranties not contained in this Contract, or as written amendment hereto, shall not be binding on either party. Except as provided herein, no alteration of any terms or conditions of this Contract shall be binding on either party without the written consent of both parties. The terms and conditions specified in this Contract shall supersede any terms and conditions which may accompany the City of Reynoldsburg's purchase order.

8. Modifications
No modification, amendment, alteration, addition or waiver of any section or condition of this Contract shall be effective or binding unless it is in writing and signed by an authorized representative of the Columbus and the City of Reynoldsburg and approved by the appropriate City authorities.

9. Nonexclusive Remedies
The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under the law.

Attachment: Reynoldsburg lab services contract 2019-2021 (Analytical Services)

10. Survivorship
All services executed pursuant to the authority of this Contract shall be bound by all of the terms, conditions, prices discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Contract, or any extension thereof. Further, the terms, conditions, and warranties contained in this Contract that by their sense in context are intended to survive this completion of the performance, cancellation or termination of this Contract, shall so survive.

11. Save Harmless
To the extent permitted by law, the City of Reynoldsburg shall protect, indemnify and save Columbus harmless from and against any damage, cost, or liability, including reasonable attorneys' fees, resulting from claims for any or all injuries to persons or damage to property arising from intentional, willful or negligent acts or omissions of City of Reynoldsburg, its officers, employees, or agents.

12. Severability
If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions for the Contract are declared severable.

13. Assignment and Subcontract
Neither party may assign, subcontract, or otherwise transfer this Contract to others without the prior written consent of the other party. If this Contract is so assigned, it shall inure to the benefit of and be binding upon any respective successors and assigns (including successive, as well as immediate, successors and assignees) of the Contractor**.**

14. Authority to Bind
The signatories to this Contract represent that they have the authority to bind themselves and their respective municipalities to this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year written below.

AGREED:

FOR CITY OF REYNOLDSBURG:

_____
Brad McCloud Date
Mayor

Approved as to Form

_____
James E. Hood Date
City Attorney

FOR COLUMBUS:

_____
Tracie Davies Date
Director of Public Utilities

Approved as to Form:

_____
Zach Klein Date
City Attorney

Attachment: Reynoldsburg lab services contract 2019-2021 (Analytical Services)

EXHIBIT "A"

PRICING- 2019-2021

The following table will be used to calculate charges for services included in this contract:

EVENT	PER MONTH CHARGE
Collection and analytical services to include: minimum of 40 total coliforms per month; minimum of 40 free and total chlorine per month; minimum of 5 heterotrophic plate count samples monthly; 4 total trihalomethanes per quarter; 4 haloacetic acid 5 per quarter; monthly reporting of electronic results to OEPA	$2,500.00
ADDITIONAL SERVICES:	**PER SAMPLE CHARGE**
Total coliform sample collection, analysis, and on-site free and total chlorine analysis	$52
Total coliform for line repair, collected by Reynoldsburg	$22
Total trihalomethane	$45
Haloacetic acid 5	$68
Heterotrophic plate count	$18
Chlorine meter calibration	$20
Lead analysis, sample collected by Reynoldsburg	$18
Copper analysis, sample collected by Reynoldsburg	$18

Normal Working Hours are 7:30 AM – 4:00 PM, Monday – Friday
Line repair samples will be accepted 8:00 AM – 2:00 PM, Monday – Thursday
Line repair samples will not be accepted the day before or the day of a holiday

Holidays Observed	2019	2020	2021
New Year's Day	January 1	January 1	January 1
Martin Luther King Jr. Day	January 21	January 20	January 18
President's Day	February 18	February 17	February 15
Memorial Day	May 27	May 25	May 31
Independence Day	July 4	July 3	July 5
Labor Day	September 2	September 7	September 6
Veterans Day	November 11	November 11	November 11
Thanksgiving Day	November 28	November 26	November 25
Christmas Day	December 25	December 25	December 24

Attachment: Reynoldsburg Exhibit A-2019-2021 (Analytical Services)

Mayor's Office
Brad McCloud
7232 E. Main Street
Reynoldsburg OHIO 43068
Phone

ORDINANCE REQUEST

DATE:	**December 10, 2018**
TO:	**Finance and Administration Committee**
RE:	ORDINANCE AUTHORIZING MAYOR TO ENTER INTO CONTRACT BETWEEN THE CITY OF REYNOLDSBURG AND THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INCORPORATED (DISPATCHERS) FROM JANUARY 1, 2019 THROUGH DECEMBER 31, 2021 AND DECLARING AN EMERGENCY

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak

Emergency/Suspension: Emergency

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

EMERGENCY: FOR FINANCIAL NEEDS OF THE CITY'S GOVERNMENT

ORDINANCE AUTHORIZING MAYOR TO ENTER INTO CONTRACT BETWEEN THE CITY OF REYNOLDSBURG AND THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INCORPORATED (DISPATCHERS) FROM JANUARY 1, 2019 THRU DECEMBER 31, 2021 AND DECLARING AN EMERGENCY

AGREEMENT BETWEEN

THE CITY OF REYNOLDSBURG

THE FRATERNAL ORDER OF POLICE
OHIO LABOR COUNCIL, INC.
DISPATCHERS

Effective January 1, 2019
Through
December 31, 2021

Attachment: Tentative Agreement- REYNOLDSBURG DISPATCH 2019-2021 (Dispatcher Contract)

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Attachment: Tentative Agreement- REYNOLDSBURG DISPATCH 2019-2021 (Dispatcher Contract)

ARTICLE 1 - CONTRACT

Section 1.1 Contract This contract is made and entered into by and between the City of Reynoldsburg, Ohio (hereinafter referred to as the "City", and the Fraternal Order of Police, Ohio Labor Council, Inc., (hereinafter referred to as the "Labor Council").

Section 1.2 Purpose This purpose of this Agreement is to comply with the requirements of Chapter 4117 of the Ohio Revised Code and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and conditions of employment for those employees included in the bargaining units as defined herein.

Section 1.3 Legal References

A. Unless otherwise indicated, the terms used in this Contract shall be interpreted in accordance with the provisions of Chapter 4117 of the Revised Code. Where this Contract makes no specification about a matter, the City, members and the Labor Council are subject to all applicable federal and state laws or local ordinances pertaining to the wages, hours, and terms and conditions of employment for public employees. However, said laws or ordinances are not incorporated into this Contract. Laws pertaining to civil rights, affirmative action, unemployment compensation, workers' compensation, and retirement of members are not superseded by this Contract, except where they have been negotiated and included herein.

B. Should any part of this Contract be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of this Contract be restrained by any such tribunal pending a final determination as to its validity or affect the remaining portions hereof shall remain in effect nor will the application of such portions be applied to persons or circumstances other than those to whom or to which it has been held invalid or has been restrained. In the event of invalidation of any portion of this written contract and upon written request by either party, the parties to this Contract shall meet within a reasonable time (not to exceed 28 calendar days) in an attempt to modify the invalidated provision through negotiations.

Section 1.4 Sanctity of Contract Unless otherwise specifically provided in this Contract, no changes in this Contract shall be negotiated during its duration unless there is a written accord by and between the parties hereto to do so. Any negotiated changes, to be effective and incorporated in this Contract, must be in writing and signed by the parties.

Section 1.5 Past Practices The City and Labor Council acknowledge that certain customs and practices presently exist on a Department-wide basis with respect to the operation of the Police Department that are too detailed to be set forth herein. Such customs and practices are defined as having been in effect for a period of time and known to a lieutenant or the chief. One incident does not generally constitute a past practice, but may, by affirmative action on the part of a lieutenant or the chief**,** constitute a past practice or custom**.** When those customs and practices fall within Management Rights as set forth in Article 9 herein, the City agrees not to alter them without notice to the Labor Council Committee Chairman, when practicable.

Attachment: Tentative Agreement- REYNOLDSBURG DISPATCH 2019-2021 (Dispatcher Contract)

When the above-referenced customs and practices do not fall within Management Rights as set forth in Article 9 herein, then the City agrees not to alter them without prior notice to the Labor Council Committee Chairman.

A meeting of the Labor-Management committee to discuss those alterations will be held should the Labor Council so request. If the proposed alteration violates any provision of this Contract, then it is subject to the Grievance Procedure.

ARTICLE 2 - RECOGNITION

Section 2.1 Recognition The Labor Council is recognized by the City as the exclusive representative for all members identified in the Bargaining Unit described in Section 2 of this Article in any and all matters relating to wages, hours, and terms and conditions of employment, and the continuation, modification, or deletion of existing provisions of this Contract.

Section 2.2 Bargaining Unit All Police Dispatchers as certified by the State Employment Relations Board (SERB) in case #91-REP-02-0028.

Section 2.3 Exclusions Excluded are all part-time, temporary, seasonal or casual employees, all supervisory or management level employees, and all positions and classifications not specifically described herein.

ARTICLE 3 - LABOR COUNCIL SECURITY

Section 3.1 Deduction of Due and Fees The City agrees to deduct Labor Council membership dues in the amount certified to the City, the first pay period of each month from the pay of any member requesting the same in writing. The City also agrees to deduct any fees and assessments, in the amount certified by the Labor Council to the City, from the pay of any appropriate member during the first pay period of each month, in which such fees and assessments are due. If a member has insufficient pay due on that payday, such amount shall be deducted from the next or a subsequent pay. The City agrees to furnish to the Labor Council at 222 East Town Street, Columbus, Ohio 43215, once each calendar month, a warrant in the aggregate amount of the deductions made for that calendar month, together with a listing of the members for whom deductions were made.

Any member may withdraw from payment of dues deduction by submitting a letter to the City Auditor and the Labor Council expressing the member's desire to withdraw dues deduction authorization.

No other employee organization's dues shall be deducted from any member's pay for the duration of this Contract.

Section 3.2 Indemnification The City assumes no obligation, financial or otherwise, arising out of these provisions regarding the deduction of membership dues, fees or assessments.

Attachment: Tentative Agreement- REYNOLDSBURG DISPATCH 2019-2021 (Dispatcher Contract)

The Labor Council hereby agrees that it will indemnify and hold the City harmless from any claims, actions or proceedings by any employee arising from deductions made by the City pursuant to these provisions. Once the funds are remitted to the Labor Council their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Labor Council.

Section 3.3 Use of Intra-Department Mails The Labor Council shall be permitted to utilize the intra-departmental mail system for the purpose of providing information, pertaining to Labor Council business or Bargaining Unit representation, to members. The Labor Council agrees that the use of the mail system will be reasonable and limited to providing information that is necessary for the normal conduct of business for Bargaining Unit representation. All mail placed into the mail system by the Labor Council shall be the property of the members to whom it is addressed, and such mail shall not be subject to the City's review.

Section 3.4 Ballot Box The Labor Council shall be permitted, upon prior notification to the Chief of Police, to place a ballot box at the Department headquarters for the purpose of collecting members' ballots on all Labor Council issues subject to ballot. Such box shall be the property of the Labor Council and neither the ballot box nor its contents shall be subject to the City's review.

This box shall be portable in nature and of a size large enough to collect the ballots of the affected members. The placement of the box shall be in an area accessible to the members as determined by the Police Chief. The box will be placed in position for voting not more than six (6) hours prior to the voting and will be removed immediately after the voting period is completed.

Section 3.5 Bargaining Unit Meetings Bargaining Unit Committees shall be permitted, upon prior notification to the Chief of Police to hold meetings at Department headquarters or other City buildings, rooms or facilities when such facilities have not been previously scheduled for other City business. The notification required under this Section shall be in writing, shall be delivered to the Chief at least twenty-four (24) hours prior to the time of the meeting and shall state the date, time and requested location of the meeting.

If it is not practicable for the City to provide the requested location to the members, the City will so notify the requesting party. No Bargaining Unit members shall be obligated or asked to divulge to the City information discussed at said meetings.

Section 3.6 Bulletin Boards The City shall provide space on a bulletin board for the Labor Council's use at a suitable location on City premises. The location of such bulletin boards shall be determined by mutual agreement between the Labor Council and the City. Notices shall be signed, posted and removed by employees during non-work time.

The use of bulletin boards shall be confined to:

A. Factual notices and announcements of the Labor Council pertaining to the following:

1. Meetings
2. Elections and nominations
3. Social and recreational affairs

Attachment: Tentative Agreement- REYNOLDSBURG DISPATCH 2019-2021 (Dispatcher Contract)

B. Any issued financial statements of the Labor Council.

C. Signed minutes of meetings between the Labor Council and the City.

D. Such other material as may be approved in writing, prior to posting by the personnel in charge of labor relations for the City.

Section 3.7 Labor Council Business The Labor Council representative and/or designee shall be permitted to transact official business at departmental work sites at reasonable times, provided that normal departmental operations shall not thereby be interfered with or interrupted.

ARTICLE 4 - NON-DISCRIMINATION

Section 4.1 Joint Pledge The City and the Labor Council shall not unlawfully discriminate against any member on the basis of the member's age, race, color, sex, creed, religion, ancestry, national origin, political affiliation, or legally recognized disability.

Section 4.2 City Pledge The City agrees not to discriminate against any member on the basis of the employee's membership or non-membership in the Labor Council, nor to discriminate, interfere with, restrain or coerce any member because of or regarding the employee's activities as an officer or other representative of the Labor Council.

Section 4.3 Interpretation Words, whether in the masculine or feminine genders, shall be construed to include both genders. By the use of either gender it is understood that the use is for convenience purposes only and it is not to be interpreted as discriminatory. Whenever the context so requires, the use of words in the singular shall be construed to include the plural, and words in the plural, the singular.

ARTICLE 5 - GRIEVANCE PROCEDURE

Section 5.1 Definition of "Grievance" The term "grievance" shall mean an allegation that there has been a breach, misinterpretation or improper application of this agreement. Nothing in this Grievance Procedure shall deny members any rights available at law to achieve redress of their legal rights. However, once a member elects to pursue a legal or administrative remedy in lieu of this Grievance Procedure the member is thereafter precluded from seeking a remedy under this Procedure.

Section 5.2 Representation A grievance can be initiated by the Labor Council Representative or an aggrieved member. When a group of members desire to file a grievance involving each member of the group in a substantially similar manner, all members shall sign the grievance, and the Labor Council Representative or the designated representative of the affected group of members will process the grievance.

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Section 5.3 Written Grievance All written grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by the Parties.

A. Grieved employee's name and signature.
B. Grieved employee's classification.
C. Date grievance was first discussed and name of supervisor with whom the grievance was discussed.
D. Date grievance was filed in writing.
E. Date and time grievance occurred.
F. The location where the grievance occurred.
G. A description of the incident giving rise to the grievance.
H. Specific sections of the Agreement violated.
I. Desired remedy to resolve the grievance.

Section 5.4 Grievance Chairman Members of the Bargaining Units shall elect a member as Steward. The authorized function of the Steward shall include the attendance at any City and Labor Council joint meetings relating to a grievance and the representation of the Labor Council in investigating, processing or coordinating grievances pertaining to the grievance procedure contained in the Contract.
When an employee, as an authorized representative of the Labor Council, attends a joint conference with the City, they shall be paid for such day an amount that is no greater and no less than they would have been paid for their normal tour of duty had such joint conference not been held.

Section 5.5 Timeliness All grievances must be timely processed at the proper step in order to be considered at subsequent steps. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance which is not submitted by the employee within the time limits provided herein shall be considered resolved based upon management's last answer. Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual written consent of the parties.

Section 5.6 Time Off for Presenting Grievances All employees shall be allowed time off from regular duties with pay for attendance at scheduled meetings under the grievance procedure with prior approval of the Chief, which will not be unreasonably withheld. Grievance meetings at Step 3 shall be held during the grievant's shift hours or immediately before or after said shift hours, as determined by the Chief. Time spent and paid for in grievance processing will not be counted as hours worked for purposes of overtime compensation.

Section 5.7 Grievance Procedure It is the mutual desire of the City and the Labor Council to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. The City and the Labor Council agree to make a responsible effort to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

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Step 1 - Supervisor In order for an alleged grievance to receive consideration under this procedure, the grievant, with the appropriate Labor Council representative, if applicable, must identify the alleged grievance to the employee's immediate supervisor within ten (10) calendar days of the occurrence which gave rise to the grievance or date when the grievant should have known of the occurrence, whichever comes later. The supervisor shall investigate and provide an appropriate answer within ten (10) calendar days following the date which the supervisor was presented the grievance.

Step 2 - Chief of Police If the grievance is not resolved in Step One, the employee with the appropriate Labor Council representative, if applicable, shall reduce the grievance to writing and shall within seven (7) calendar days of the date the answer was received or should have been received from Step 1, refer the grievance to the Chief of Police (or designee). The Chief of Police shall have seven (7) calendar days in which to schedule a meeting, when necessary, with the aggrieved employee and representative, if applicable. The Chief shall investigate and respond in writing to the grievance within fourteen (14) calendar days following the meeting date.

Step 3 - Safety Director If the grievance is not resolved in Step Two, the employee, with the appropriate Labor Council representative, if the former desires, may refer the grievance to the Safety Director **(**or designee**)** within seven (7) calendar days after receiving the Step 2 reply. The Safety Director shall have fourteen (14) calendar days in which to schedule a meeting with the grieved employee and the employee's representative, if applicable. The Safety Director shall investigate and respond to the grievant and/or appropriate representative within fourteen (14) calendar days following the meeting.

ARTICLE 6 - ARBITRATION

Section 6.1 Arbitration Should a grievant, after receiving the answer to the grievance procedure, still feel that the grievance has not been satisfactorily resolved, the grievant may, through their Labor Council representative, notify the City of the intent to have the grievance be heard before an arbitrator. The Labor Council or City may advance the grievance to arbitration upon written notice to the other party. A notification of arbitration must be submitted within fourteen (14) calendar days following the date the grievance was answered in Step 3 of the grievance procedure. In the event the grievance is not referred to arbitration by the Labor Council within the time limits prescribed, the grievance shall be considered resolved based upon the third step reply.

Upon receipt of a request for arbitration the City **(**or designee**)** and the representative of the Labor Council shall, within ten (10) calendar days following the request for arbitration, request a list of nine (9) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS). Upon receipt of the list of nine (9) arbitrators the parties shall meet to select an arbitrator within ten (10) working days from the date the list is received. If agreement cannot be reached as to one mutually acceptable arbitrator from the panel, the parties shall use the alternate strike method from the list of nine (9) arbitrators. The Party requesting the arbitration shall be the first to strike a name from the list, then the other party shall strike a name and alternate in this matter until one (1) name

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remains on the list. The remaining name shall be designed as the arbitrator to hear the dispute in question. Either party shall have the option to completely reject the list of names provided by the Federal Mediation and Conciliation Service and request another list, one time each. The parties shall agree on a submission agreement outlining the specific issues to be determined by the arbitrator prior to the hearing.

Section 6.2 Arbitrability The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's scope of authority or jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. The arbitrator will decide the question of arbitrability before consideration of the merits.

Section 6.3 Authority and Responsibility of Arbitrator The arbitrator shall conduct a fair and impartial hearing pertaining to the grievance. The arbitrator shall afford both parties the opportunity to be heard, to present and examine witnesses, to offer documentary and other evidence and to submit post-hearing briefs. The arbitrator shall issue a written award setting forth a decision and rationale in support of said decision. The Arbitrator's decision and award shall be final and binding upon both parties. It is expressly understood and agreed that the arbitrator shall be without jurisdiction or authority to detract from, alter, add to or otherwise amend in any respect, any of the provisions of this Contract or any supplements or appendices thereto. It is agreed and understood that the jurisdiction and authority of the arbitrator shall be expressly limited by the provisions of this Contract. It is further agreed that no grievance shall be arbitrated together with any other grievance except by mutual consent of the parties.

Section 6.4 Costs of Arbitration The costs of any proofs produced at the direction of the arbitrator, the fee of the arbitration and the rent, if any, for the hearing shall be borne jointly by the parties. The expenses of any non-member witnesses shall be borne, if at all, by the Party calling them. The fees of the court reporter shall be paid by the party asking for one; such fee shall be split equally if both parties desire a reporter, or request a copy of the transcript. Any affected member in attendance for such hearing shall not lose pay or any benefits to the extent such hearing hours are during the member's normally scheduled working hours on the day of the hearing.

ARTICLE 7- NEGOTIATIONS

Section 7.1 Committees The Labor Council and the City have the right to select their own negotiations committee and to change committee members at will. Negotiations teams shall consist of no more than four (4) committee members, including consultants.

Section 7.2 Good Faith Bargaining The parties are obligated to bargain collectively with one another in good faith effort to reach an agreement. Each side will provide supporting data and rational for its own proposals and counterproposals, and will not arbitrarily or capriciously reverse positions previously taken. Such good faith bargaining does not mean that either party is compelled to agree to a proposal nor does it require the making of a concession.

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Section 7.3 Information Furnished The parties are obligated to provide each other with relevant financial and other information, as requested, which is necessary for each party to develop proposals, and counterproposals, and to negotiate in good faith.

Section 7.4 Private Meetings The Parties agree to negotiate in private meetings pursuant to Section 4117.21 of the Ohio Revised Code. These meetings will be held at times and places as agreed by the parties during a period not more than one hundred twenty (120) days before the expiration of this Contract.

Section 7.5 Spokesman The Negotiation Committees will formally communicate with each other through a spokesman named by each party.

Section 7.6 Informal Minutes Each party may informally keep its own minutes or written records of the negotiations. No official transcript of the negotiations will be maintained.

Section 7.7 Proposals At the initial negotiations meeting, each party will explain the basic structure and content of its proposals, except that either party may reserve its presentation as to economic matters to a later date. Nothing herein precludes either Party, by mutual agreement, from making a preliminary written submission of its proposal to the other Party prior to the initial meeting.

Section 7.8 Caucus and Adjournment Either party has the right to call a caucus at any time or to adjourn the negotiations session.

Section 7.9 Release Time for Negotiations If all bargaining unit members of the negotiating Committee are on duty at the time of the scheduled negotiations sessions, two (2) members will be given release time with pay and full benefits for time actually spent in negotiations. However, time spent and paid for in negotiations will not be counted as hours worked for purposes of overtime compensation. If negotiations end prior to the last thirty (30) minutes of the released member's scheduled quitting time, the released member shall report to their supervisor for duty.

Section 7.10 Applicable Law The City and the Labor Council agree that all matters pertaining to negotiations, impasse, ratification and/or rejection of a tentative contract shall be governed by Ohio Revised Code Sections 4117.10 and 4117.14.

ARTICLE 8 - NO STRIKE/NO LOCKOUT

Section 8.1 No Lockout The City agrees not to cause, permit or engage in any lockout of members during the term of this contract.

Section 8.2 No Strike The Labor Council agrees that neither it nor any of its members or any employees covered by this contract, individually or collectively during the term of this contract, shall for any reason, engage in a boycott, a slow down, a work stoppage, curtailment or

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restriction of production, interference or interruption of work or other interference with the City's business, including but not limited to a sympathy strike, or other interference or interruption.

A. The City and Labor Council agree that the grievance and arbitration procedures of this contract are adequate to provide a fair and final determination of all grievances arising under the terms of the contract. It is the desire of the Labor Council and City to avoid strikes and work stoppages and any other conduct set forth above.

B. The Labor Council and its officers, agents and members shall not authorize, condone, ratify, permit, sanction or acquiesce in activities such as those described above and, should any such activities occur, the Labor Council, by its officers, agents and members, shall be obligated to take affirmative steps to terminate such activities including promptly ordering its members to resume their normal work duties, notwithstanding the existence of any picket line.

ARTICLE 9 - MANAGEMENT RIGHTS

Section 9.1 Management Rights Except as specifically limited herein, the City shall have the exclusive right to administer the business of the City of Reynoldsburg in addition to all other functions and responsibilities which are required by law. Specifically, the City's exclusive management rights include, but are not limited to the following:

A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, and recall or to reprimand, suspend, discharge, or discipline for just cause and to maintain order among employees;
B. To promulgate and enforce employment rules and regulations and to otherwise exercise the prerogatives of management;
C. To manage and determine the location, type and number of physical facilities, equipment, programs, and the work to be performed;
D. To determine the City's goals, objectives, programs and services;
E. To determine the size, composition, and duties of the work force, the number of shifts required, to establish work schedules, to establish hours of work, to establish, modify, consolidate, or abolish jobs (or classifications); and to determine staffing patterns, including, but not limited to the assignments of employees, duties to be performed, qualifications required, and areas worked;
F. To relieve employees from duty due to the lack or work, lack of funds, or for other legitimate reasons which improve the economy or efficiency of the City;
G. To determine when a job vacancy exists, the standards of quality and performance to be maintained;
H. To determine the necessity to schedule overtime and the amount required thereof;
I. To maintain the security of records and other pertinent information;
J. To determine the overall budget;
K. To maintain and improve the efficiency and effectiveness of the City's operation; and
L. To determine and implement necessary actions in emergency situations.

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The Labor Council recognizes and accepts that all rights and responsibilities of the City not expressly restricted or modified herein and as permitted by law shall remain the function of the City.

ARTICLE 10 - INTERNAL INVESTIGATIONS, DURATION OF RECORDS AND PERSONNEL FILES

Section 10.1 Internal Investigations This section is designed to address internal investigations of Police Department members. During such investigations, the following criteria apply:

A. Whenever an investigation appears to be leading to the possibility of an employee being suspended from work or discharged, the employee will be informed of the general nature of the investigation prior to any questioning. During such questioning, the employee has the right of choice to privately consult with and be advised by a Labor Council Representative, (and or an attorney,) provided that such representative is not also a subject of the investigation.

B. Whenever an investigation appears to be leading to the possibility of criminal charges being brought against an employee, the employee will be informed of the general nature of the investigation prior to any questioning. During such questioning, the employee has the right to be represented and advised by a Labor Council Representative (and or an Attorney), provided that such representative is not also a subject of the investigation.

C. In all internal investigations, the member's chosen representative shall have a reasonable period of time to appear for the investigation.

D. Before a member may be charged with insubordination for refusing to answer questions or participate in any investigation, the member shall be advised that such conduct, if continued, may be the basis for such a charge.

E. Any interviewing of a member will be conducted at hours reasonably related to their shift, preferably during work hours, unless the seriousness of the offense in question warrants otherwise. Sessions shall be for reasonable periods of time, and time shall be allowed during such interviews for rest periods and attendance to other personal necessities.

F. Members shall be informed of the nature of the investigation prior to any questioning, including whether or not the investigation is focused on the member for either a potential felony or misdemeanor charge if known at the time.

G. When a member suspected of a violation is being interviewed in an internal investigation, such questioning shall be tape recorded by the City at the request of either party.

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H. Any evidence obtained in the course of internal investigations through the use of threats, coercions, or promises shall not be admissible in any subsequent criminal action or internal hearing. However, explaining to a member that potential corrective action could result if the member continues to refuse to answer questions or participate in an investigation shall not be construed as such threats, coercions, or promises. Further, explanation of the potential disciplinary consequences as to the matter under investigation shall not be construed as a threat or coercion.

I. In the course of internal investigations, a member may be given a polygraph examination only if the member is within the primary focus of the investigation or a known witness to an incident which precipitates the investigation, and at the member's written request directly to the Chief of Police. No polygraph examination shall be administered without the members consent. Polygraph examinations shall be administered by a polygraph examiner certified by a school accredited by the American Polygraph Association, provided that the polygraph examiner is from an outside agency and has no interest in the proceedings, and further provided that the selection of the polygraph examiner is made by mutual agreement of the member and the City. No polygraph examination may be given without the advance permission of the Chief of Police (or designee). The results of the examination shall not be used in any subsequent criminal action unless agreed to by both parties. For purposes of this agreement, polygraph examinations include, without limitation, devises, instruments and procedures which purport to differentiate between truthful and untruthful statements (e.g. polygraph, psychological stress evaluations (PSE), etc.).

J. When a member is to be interviewed in an investigation of any other member, such interview will be conducted in accordance with the procedures established in this Section.

K. When any anonymous complaint is made against a member and there is no corroborative evidence and none can be found after an investigation, the complaint shall be classified as unfounded.

L. A member who is charged with violating department orders or regulations will be provided access to pertinent data related to the completed investigation. Such access shall be provided no later than fourteen (14) calendar days in advance of any department hearing related to the charge involved.

M. All complaints, internal investigations and department charges shall initially be under the province of a supervisor to investigate who shall make recommendations to the Chief of Police through the chain of command. Prior to any suspension, demotion or termination being levied against any member based on complaints or charges, the Safety Director shall conduct a hearing at which the member and/or representative shall have the opportunity to cross-examine the accusers and offer testimony and other evidence on behalf of the member. Reasonable advance notice

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of a hearing date and time, as well as the charges to be heard will be provided to the member.

N. Any member who has been under internal investigation and has been interviewed shall be informed, in writing, of the outcome of the case at the conclusion of the investigation. The Employer shall attempt to complete internal investigations within ninety (90) days. The Employer shall notify the employee if the investigation cannot be completed within ninety (90) days.

O. If any of these procedures are violated, such violation shall be subject to the Grievance Procedure beginning at Step 3.

Section 10.2 Corrective Action No member shall be removed, reduced in pay or position, suspended, or reprimanded without just cause.

A. For charges other than serious offenses, insubordination or violations that could amount to a violation of law, the principles of progressive action will be followed. The progression will at least include a documented warning before a written reprimand, a written reprimand before a suspension, and a suspension before demotion/removal for the same or related offenses. If the offense is of the serious nature, the Chief of Police may determine that a different sequence of discipline be utilized.

Section 10.3 Duration of Records All actions of record will be maintained in each member's personnel file throughout the employee's period of employment, with the exception that any records of documented warnings will be removed from the file, upon the request of the member, one (1) year after such action was taken, provided no further corrective action has occurred. Any records of written reprimands will be removed from the file upon the request of the member, two (2) years after such action was taken, provided no further corrective action of the same or similar nature has occurred. Suspensions shall be removed from the file, upon the member's request, four (4) years after such action was taken, provided that no further corrective action of the same of similar nature has occurred and further provided that the City can show no compelling need to retain such records beyond this time limit. Reductions in pay or position shall be expunged from the file, upon the member's request, in the event the City should rescind the reduction action. Records expunged from a personnel file shall be maintained in a sealed file. Expunged records, maintained in a sealed file, may only be accessed by the City in response to and defense of; actions filed against the City or its officials by the member or by a third party, but shall not be utilized for any other purpose including discipline, promotions or assignments.

The City will maintain a Records Commission, which will be responsible for ensuring that the City complies with all federal, state and/or local laws concerning the retention, expungement and/or destruction of records.

In any case in which an action or record is disaffirmed through the Grievance Procedure, by the Safety Director, by the Civil Service Commission, and/or by a court of competent jurisdiction, the members personnel file shall clearly reflect such disaffirmance. At the member's request, the City shall also expunge records of the case from the member's personnel file when such disaffirmance

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has occurred. In addition, unsubstantiated, unproven or untimely allegations or complaints made against a member appearing in the files of the City shall not be considered in further corrective action or promotional considerations, and shall not be shared outside the Police Department.

Section 10.4 Review of Personnel File The City and the Labor Council agree that members are responsible for periodically reviewing their personnel files. Members shall be allowed to review any of their own personnel files at any reasonable time upon written request. Such request may be made to the supervisor directly responsible for the maintenance of such files and review of the file shall be made in the presence of such supervisor or designated representative.

Except as required by Law and except for supervisory and administrative personnel with a legitimate need to know, a member's personnel file shall not be made available for review by anyone. Except, as stated above, no information in a member's personnel file will be shared with anyone outside the Department and City Administration, except name, place of employment, dates of employment, job classification and pay range. However, additional specified information may be given upon the advance, written approval of the member involved to the Chief of Police. Any member may copy documents in their own file. The City may levy a charge for such copying, which charge shall bear a reasonable relationship to actual costs.

Section 10.5 Inaccurate Documents If upon examining the personnel file, any member has reason to believe that there are inaccuracies in documents contained therein, the member may write a memorandum to the Chief explaining the alleged inaccuracy. If the Chief concurs with the member's contentions, the Chief shall remove the faulty document. The employee maintains the right to use the grievance procedures in this matter.

Section 10.6 Placement of Material in Personnel File No document which does not include as part of its normal distribution a copy to the member, or which does not originate with the member, shall be placed in the personnel file unless the member is simultaneously provided a copy.

Section 10.7 Performance Evaluations A member's signature on any performance evaluation shall be viewed by the parties hereto as only a representation that the member has read it and shall not be viewed as representation that the member has concurred with any or all of the contents or comments thereon. The member shall be the last person to sign an annual performance evaluation. The member shall receive a copy of the evaluation in its final form when signed upon request.

Section 10.8 Departmental Hearings Department hearings will be held prior to the imposition of any suspension, reduction in pay or rank, and/or removal. Prior to any Departmental hearing before the Mayor (or designee), the member will receive from the Chief of Police a written statement of all charges and specifications. At a Departmental hearing, the charged member shall be allowed to be represented by an attorney and/or Labor Council Representative. A member who is charged, the member’s attorney and/or Labor Council Representative, may make a written request, directly to the Chief of Police, to review that member's personnel file. Such request will be granted within a reasonable time by the Chief in the case of a pending Departmental hearing.

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Hearings will be held in the Police Department, Office of the Mayor (or designee) unless an alternative site is mutually agreed upon by the parties. Hearings may be tape recorded by either party.

A member who is charged, their attorney and/or a Labor Council Representative, may make a written request for one continuance of the departmental hearing not to exceed five (5) working days. Such request will be granted where practicable at the discretion of the Mayor (or designee).

The Departmental hearing shall be closed to the public, press, and others not directly involved in such hearing.

The City will make a good faith effort to notify the affected member of the decision reached as a result of the Departmental hearing prior to any public statement.

Section 10.9 Administrative Leave Prior to the disposition of the Departmental hearing, including any decision by the Mayor, the member may be placed on administrative leave with pay should the Chief determine there are urgent reasons to take this action. The length of the leave shall be solely at the Chiefs discretion. No member shall be suspended without pay pending a disposition of the Departmental hearing.

Section 10.10 Appeal from Disciplinary Decision If suspension, reduction or removal is imposed as a result of the disposition of the Departmental hearing, a member, with the approval of the Labor Council Representative, may appeal such decision directly to binding arbitration under the provisions of Article 6.

ARTICLE 11- WORK RULES AND DIRECTIVES

Section 11.1 Notification The City agrees that, to the extent practicable, work rules and/or Departmental directives shall be reduced to writing and provided to all members in advance of their enforcement. All rules and directives shall be applied uniformly to all members.

ARTICLE 12- LABOR/MANAGEMENT MEETINGS

Section 12.1 Meetings In the interest of sound Labor/Management relations, the Safety Director and representatives of the City shall meet at a mutually agreeable time with representatives of the Labor Council to discuss those matters addressed in Section 12.2 of this Article. At least twenty-four (24) hours prior to convening the meeting, either party may request the presence of specific individuals to address issues that are subjects for the meeting. Representatives for either party may attend by mutual advance agreement. Labor/Management meetings are not intended to be negotiation sessions to alter or amend the basic contract.

Section 12.2 Agenda An agenda will be furnished by the party requesting the meeting at least five (5) working days in advance. The purpose of such meetings shall be to:

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A. Discuss administration of this contract.
B. Notify the Labor Council of any changes made by the City which affect bargaining unit members.
C. Disseminate general information of interest to the parties.
D. Discuss ways to increase productivity and improve efficiency.
E. Discuss other matters mutually agreed to by the parties.

Section 12.3 Release Time Efforts will be made to schedule meetings at such times as to minimize City release time. Permission shall be granted to those members who are on duty and whose presence at the scheduled meeting is necessary or appropriate to attend at no loss of pay or benefits. All members are subject to recall to duty if and when needed.

ARTICLE 13 - LAYOFFS AND RECALL, SENIORITY AND PROBATIONARY PERIOD

Section 13.1 Notification When the City determines that a long term layoff or job abolishment is necessary, they shall notify the affected employees fourteen (14) calendar days in advance of the effective date of the layoff or job abolishment. Employees will be notified as soon as is practical in advance of the City's decision to implement any short term layoffs lasting seventy-two (72) hours or less. The City, upon request from the Labor Council, agrees to discuss with representatives of the Labor Council, the impact of the layoff on bargaining unit employees.

Section 13.2 Layoffs The City shall determine in which classifications layoffs will occur and layoffs of bargaining unit employees will be by classification. Employees shall be laid off within each classification in order of seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off.

Section 13.3 Recall List When employees are laid off, the City shall create a recall list for each classification. The City shall recall employees from layoff within each classification as needed. The City shall recall such employees according to seniority, beginning with the most senior employee in the classification and progressing to the least senior employee up to the number of employees to be recalled. An employee shall be eligible for recall for a period of one (1) year after the effective date of the layoff. When the City recalls persons off the list, they shall be recalled to their previous classification, but not necessarily to the unit in which they were working when laid off.

Section 13.4 Recall Notice Notice of recall shall be sent to the employee by certified or registered mail with a copy to the Labor Council. The City shall be deemed to have filled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee or agreed to by the parties.

The recalled employee shall have fourteen (14) calendar days following the date of mailing of the recall notice to notify the City of the intention to return to work and shall have five (5) calendar days following notification to the City in which to report for duty, unless a later date for returning to work is otherwise specified in the notice.

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Section 13.5 Seniority List A seniority list by title shall be kept by the Chief according to job titles and shall be updated as needed. A copy shall be available for inspection in a location designated by the Chief for the purpose of defining seniority, a member's continuous service with the Reynoldsburg Police Department by title shall qualify. The seniority list shall list all members and the dates of their first date of work for the Department as a full-time employee in order from the most senior to the least senior member in service.

Section 13.6 Probationary Period Every newly hired member will be required to successfully complete an initial probationary period. The initial probationary period shall be twelve (12) months from the date of hire.

A newly hired probationary member may be terminated at any time during the initial probationary period for unsatisfactory service and shall have no right to appeal the termination under Article 5 and 6 of this Contract.

ARTICLE 14 - MISCELLANEOUS NON-ECONOMIC

Section 14.1 Equipment The City will furnish and maintain the tools, facilities, and equipment required to carry out the member's job duties. It is the member's responsibility to report unsafe conditions or practices, to avoid accidents or negligence and properly use and care for all tools, facilities, vehicles, supplies and equipment provided by the City.

Section 14.2 Safe Working Conditions The City shall undertake reasonable efforts to put in place and utilize policies and procedures that provide for the safety of members in the performance of their assigned duties.

Section 14.3 Shift Bidding Each year between November 1 and November 15, the City shall post the shift assignments available for the following year. Fulltime dispatchers shall have the right to bid on the available shifts by seniority. The new shifts shall take effect the first full pay period in January following the bidding process. A dispatcher's bid request shall not be unreasonably denied.

ARTICLE 15 - HOURS OF WORK AND OVERTIME

Section 15.1 Hours of Work The workweek shall consist of forty (40) hours based on five (5) consecutive eight (8) hour workdays and two (2) regularly scheduled days off; except as provided below in this Section of this Article. The wage rates prescribed in this contract for the respective classification are based upon an average workweek of forty (40) paid hours and a work year of two thousand eighty (2,080) paid hours. Members shall be in paid status for all work hours as well as all hours while on approved paid leave.

It is understood that the Chief may authorize certain members, based upon their regular assignment, to work a ten (10) hour workday. If so authorized, the member's forty (40) hour

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workweek shall consist of four (4) ten (10) hour workdays and three (3) regularly scheduled days off.

Section 15.2 Overtime All hours in paid status in excess of the scheduled workday or forty (40) hours in any workweek shall be compensated at one and one-half (1-1/2) times the member's normal straight time rate. The Employer shall not change the employees' schedule once posted solely to avoid payment of overtime.

When an overtime assignment (defined by the number of posted hours) is first known to exist that is at least ten (10) or more days prior to the assignment, notice of its availability shall be communicated to all eligible members. On the next regular working day that the Chief or Support Services Supervisor (or designee) works, the overtime assignment will be awarded to the most senior member who indicates interest by a return communication. Member's working the overtime assignment will continue to have the option of overtime pay, an adjustment of hours, or use another day off within the same pay period.

When an overtime assignment first becomes known to exist that is less than ten (10) days prior to the assignment, notice shall be communicated to all eligible members. On the next regular work day that the Chief or Support Services Supervisor (or designee) works, the overtime assignment will be awarded on a first come, first selected basis. Seniority will have no deciding factor in the selection of a member volunteering for the overtime. A double shift and or schedule adjustments may be considered by the Chief, Support Service Supervisor (or designee).

When no member volunteers to fill an overtime assignment as outlined above, the Chief or Support Services Supervisor or (designee), may fill the overtime assignment by ordering a member to work the overtime. Except in exigent circumstances, no overtime assignment shall be given to a member, or mandated, which would require the member to work a full double shift or schedule adjustment in order to perform the overtime assignment. When reasonably possible, mandated overtime shall be rotated among available members by seniority.

Section 15.3 Compensatory Time A member may choose to take compensatory time in lieu of overtime compensation if such choice is indicated during the tour of duty in which the overtime is worked. Compensatory time shall be credited to the member and accumulated at the rate of one and one-half (1-1/2) hours for each overtime hour worked.

Compensatory time may be taken by a member, upon approval of their supervisor, provided that the member's absence does not create a hardship on the operations of the Department.

Each member's compensatory time bank shall be limited in accumulation to a maximum of one hundred (100) hours per year. Once an employee has chosen one hundred (100) hours of compensatory time per year as compensation for overtime hours worked, all additional overtime will be paid. The member may choose to carry over any balance into the following year or "cash out" the balance at the end of each year. Any balance of compensatory time carried over into the following year shall count towards the one hundred (100) hour cap in that year.

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On November 15 of each year employees may opt to cash in all or part of their compensatory time bank by notifying the Employer in writing. This payment shall be made no later than the last full payment period in the calendar year.

Section 15.4 Call-In Pay When a member is called back to work by a supervisor for hours not abutting the regular shift hours, the member shall be guaranteed a minimum of three (3) hours pay at the member's overtime rate. If the member is called in and works more than two (2) hours the member shall be paid at the overtime rate for all hours worked.

Section 15.5 Court Pay If a member is required to appear in court as a part of the employee's job duties at a time when the employee would otherwise be off duty, the employee shall be paid the applicable rate for the actual hours necessary to fulfill the employee's court appearance, including travel time to and from a court session other than the Mayor's Court. In court appearances while off duty, a member shall be guaranteed a minimum of three (3) hours pay at the member's overtime rate.

Section 15.6 Separation Upon separation from employment with the City for any reason, a member (the surviving spouse or estate of the deceased upon death) shall be entitled to payment for any accrued but unpaid overtime hours, including compensatory time hours accrued but not used. Such payment shall be at the overtime rate applicable to the member's current rate of pay at time of separation.

ARTICLE 16 - HOLIDAY PAY

Section 16.1 Holiday Pay The following are designated paid holidays:

A. New Years Day, January 1
B. Martin Luther King Day, 3rd Monday in January
C. President's Day, 3rd Monday in February
D. Memorial Day, 1st Monday in May
E. Independence Day, July 4th
F. Labor Day, first Monday in September
G. Veteran's Day, November 11th
H. Thanksgiving Day, 4th Thursday in November
I. Day after Thanksgiving, 4th Friday in November
J. Day before Christmas, December 24th
K. Christmas Day, December 25th
L. Day before New Years Day, December 31st
M. Personal Day
N. Any day or part of any day as proclaimed by the Mayor.

Section 16.2 Holiday Not Worked

A. Members on 8-hour shifts will be compensated 8 hours;
B. Members on 10-hour shifts will be compensated 10 hours;

Section 16.3 Holiday Worked

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A. When a holiday is worked by a member, the member will be compensated at the overtime rate for hours actually worked, in addition to straight time.

Section 16.4 Method of Payment

A. Members have the option of compensatory time or holiday pay. Such compensatory time shall be applied to the cap set forth in Article 15. A member may choose to bank holiday pay for each holiday. If a member chooses this option, the member must declare the intent by December 15 of the preceding year and will be paid for holidays in a lump sum in the first pay period of December each year.

ARTICLE 17 – WAGES

Effective January 1, 2019:

+3%	A	B	C	D	E
HOURLY	**$22.92**	**$24.15**	**$25.41**	**$26.68**	**$28.19**
ANNUALLY	**$47,673.60**	**$50,332.00**	**$52,852.80**	**55,494.40**	**$58,635.20**

Effective January 1, 2020**:**

+3%	A	B	C	D	E
HOURLY	**$23.61**	**$24.87**	**$26.17**	**$27.48**	**$29.04**
ANNUALLY	**$49,108.80**	**$51,729.60**	**$54,433.60**	**$57,158.40**	**$60,403.20**

Effective January 1, 2021

+3%	A	B	C	D	E
HOURLY	**$24,32**	**$25.62**	**$26.96**	**$28.30**	**$29.91**
ANNUALLY	**$50,585.60**	**$53,289.60**	**$56,076.80**	**$58,864.00**	**$62,212.80**

Section 17.2 Shift Differential A shift differential of one dollar Twenty-five cents ($1.25) per hour worked shall be paid to any employee when the majority of their scheduled shift is after 1:00 P.M. and before 6:00 AM. (During the life of this Agreement, should any other Police Department Bargaining Unit receive a higher shift differential this Bargaining Unit shall receive the higher differential at the same time.)

Section 17.3 Pension Pick-up The City method of payment of salary and the provision of fringe benefits to the members who are participants in the PERS Pension Fund are hereby modified as follows, in order to provide for a fringe benefit pick-up of employee contributions to the PERS Pension Fund.

1. In addition to the total salary and salary per pay period which is otherwise payable to each member, the total portion of the member's contribution to the PERS Pension Fund shall be paid by the City.
2. The sums paid by the City under paragraph 1 in lieu of payment by the member shall not be treated as additional salary, wages or compensation. The pick-up shall not be included in the member's total annual salary for the purpose of computing daily rate of pay, for the determining paid salary adjustments to be made due to absence, or for any similar purpose.

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3. The pick-up by the City of a member's contribution to the PERS Pension Fund shall be mandatory for all members who are participants in the Fund. No such member shall have the option of choosing to receive contributed amounts directly instead of having them paid by the City to the Fund.

Section 17.4 Pay Periods All members shall be paid on a bi-weekly basis. The official pay date shall be every other Friday in that period, provided that when a holiday falls on a regular pay day the payroll shall be distributed on the day immediately preceding the holiday.

Section 17.5 Administration of Pay Plan In the administration of the pay plan for all covered employees, the five steps of the plan shall be applied as set forth below:

1. Step A is the minimum rate and shall be the hiring rate for the classification except that if a person is qualified by education or experience the appointing authority may establish the hiring rate at Step A, Step B, or Step C.
2. Progression from Step A through Step E shall be made at intervals of one year of satisfactory service from the employee's service date.

Section 17.6 Training New Employee Pay Any member who serves as a training officer for bargaining unit members shall receive a pay differential of $2.50 per hour for each hour of training time spent with the trainee.

Section 17.7 TAC/ATAC Assignment. Any member selected by the Chief of Police or designee to perform the duties of TAC officer shall be compensated an additional one dollar ($1.00) per hour for all hours actually assigned and working as the TAC or ATAC.

Section 17.8 Longevity. Bargaining unit employees shall receive longevity pay as listed below.

Years of Service	Longevity Pay
4 through 6 years	$425.00
7 through 9 years	$600.00
10 through 14 Yrs.	$750.00
15 through 19 Yrs.	$800.00
20 or more years	$850.00

ARTICLE 18 - VACATION LEAVE

Section 18.1 Accrual Each full-time employee is entitled, during each year following the first year of service, to earned vacation leave with full pay in accordance with the following schedule:

Completed Years of Service	Hours Earned Each Year
1 thru 6 years	80 hours
7 thru 11 years	120 hours
12 thru 15 years	160 hours

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16 thru 19 years	208 hours
20 or more	224 hours

Section 18.2 Carry Over An employee may, at the discretion of the City, carry over from year to year, a maximum of forty (40) hours of accumulated vacation leave. Any vacation balance in excess of this permitted carry over shall be forfeited, unless the Chief of Police determines that an employee may not take all or a portion due to job requirements. In that event, any vacation balance in excess of forty (40) hours may be paid to the employee at the earned rate of pay.

Section 18.3 Annual Leave The Department shall attempt to accommodate each member's vacation leave request. Prior to February 1, members shall submit annual vacation requests by seniority to their chain of command for vacation scheduling. These requests shall be granted as requested to the extent practicable unless a conflict in scheduling necessitates that all requests cannot be granted. In such an instance, length of service with the Department as a full-time member shall be the determining factor in the granting of vacation leave requests. Employees who earn one hundred twenty (120) hours or more of vacation per year shall be required to request and take one forty (40) hour block of vacation each year. Such employees may also "cash in" up to forty (40) hours of earned vacation each year after their anniversary date of hire.

Section 18.4 Casual Leave Casual vacation leave may be granted in hourly segments upon approval of the supervisor.

Section 18.5 Payout Upon separation from City Service, employees are entitled to compensation for the pro-rated portion of any unused vacation leave to their credit at the time of separation at their prevailing rate of pay.

In case of death of an employee, the unused vacation leave credited to any such employee shall be paid to the surviving spouse, or the estate of the deceased if there is no surviving spouse.

Section 18.6 For purposes of this article, time spent on an unpaid leave of absence shall not count as service for purposes of computing years of service. Time spent on an approved unpaid leave of absence shall not constitute a break in service.

ARTICLE 19 - SICK LEAVE

Section 19.1 Credit Sick leave credit shall be earned at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, which for the purpose(s) of this Article shall include paid vacation, overtime and sick leave, but not during leave of absence or layoff. Unused sick leave shall accumulate without limit. Sick leave shall not be advanced prior to its being earned.

Section 19.2 Usage

A. Sick leave shall be granted to an employee upon approval of the City. Sick leave may be requested for the following reasons:
   1. Illness of the employee or a member of the employee's immediate family. Injury to the employee (after injury leave expires if the employee so qualifies.)

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2. Medical, dental or optical examinations or treatment of the employee or member of the employee's immediate family, which requires the presence of the employee, and which cannot be scheduled during non-working hours;
3. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee or when, through exposure to a contagious disease, the presence of the employee on the job would jeopardize the health of others;
4. Pregnancy and/or childbirth and other conditions related thereto.

B. Definition of immediate family: Mother, father, brother, sister, child, spouse, grandparent, grandchild, guardian, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, or other person who stands in place of a parent.

Sick leave shall be charged in minimum units of one (1) hour. It is understood that employees shall, whenever possible, schedule medical/dental appointments so as to not disrupt the operations of their Department. An employee shall be charged for sick leave only for days upon which the employee would otherwise have been scheduled to work. Compensation for approved sick leave shall be at the employee's base hourly rate of pay.

C. When an employee is unable to report to work, the employee shall notify their supervisor or other designated person, no later than one (1) hour prior to their assigned shift and shall leave a-telephone number where the employee may be reached by the supervisor.

Section 19. 3 Verification

A. The City may require an employee to furnish a standard written signed statement explaining the nature of the illness to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal. Any illness exceeding three days must be accompanied by a doctor's certificate.
B. If medical attention is required, the employee shall be required to furnish a statement from a licensed physician notifying the City that the employee was unable to perform the required duties. Where sick leave is requested to care for a member of the immediate family, the City may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person.
C. The City may require an employee to take an examination, conducted by a licensed physician of the City's choice, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave or other leave. The cost of such examination shall be paid by the City. The employee, at the employee's own expense, shall be allowed to provide the City with a 2nd opinion, from a licensed physician.
D. Employees failing to comply with sick leave rules and regulations shall not be paid and disciplinary action may be taken. Application for sick leave with intent to defraud will result in dismissal and may result in refund of salary or wages paid.

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Beginning with the sixth time and each time thereafter a member is granted sick leave in any calendar year, the first day of each such leave shall be without pay, except as follows:

1. Such absence may, with the approval of the Chief, be charged to compensatory time or to vacation leave.
2. Intermittent period of sick leave for the same illness or injury, when such usage is approved by the chief, shall be counted as one absence if they occur during a period of not to exceed thirty (30) calendar days from the date the member returns to work.

Sick Leave Donation: See Appendix 1.

Section 19.4 Separation. Payment of accrued but unused sick leave will be made to each bargaining unit employee, upon disability or service retirement under the Ohio Public Employee's Retirement System, who has ten (10) or more years of service with the City. The amount of payment will be as set forth in the following scale. Such payment shall be based on the employee's rate of pay at the time of retirement.

Minimum Years Of Service	Percentage of Accrued but Unused Sick Leave	Maximum Hours Paid Out
10 years	25%	320
15 years	30%	540
20 years	40%	760
25 years	50%	880

Section 19.5 Employees who use no sick leave in a calendar year shall earn one personal day to be used in the next calendar year.

ARTICLE 20 - INSURANCE

Section 20.1 Insurance The City may modify health insurance coverage offered to bargaining unit employees. If the City is considering any health insurance changes, it shall provide the Union with at least thirty (30) days advance notice. Upon request, the City shall meet with the Union to discuss all aspects of health insurance coverage, including the affect of any potential changes on bargaining unit members.

The medical, prescription, dental and vision coverage offered to bargaining unit employees shall not differ from the benefits offered to non-bargaining unit employees of the city.

Section 20.2 The City shall pay for life insurance for each member in the amount of $40,000 with double indemnity for accidental death.

Premium contribution for dental and vision coverage shall remain at 7% for the duration of this agreement.

Bargaining unit employees shall pay the same premium contribution paid by non-bargaining unit employees of the City.

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Bargaining unit employees shall receive the same contribution to the H.S.A. account as non-bargaining unit employees of the City.

Employees required to forfeit insurance coverage because their spouse is also a covered City employee shall receive fifty ($50) dollars per month while such forfeiture is in effect.

Section 20.3 Liability Coverage The City will defend and indemnify members as required by O.R.C. Chapter 2744 for the good faith performance of their duties within the scope of their employment.

ARTICLE 21 - INJURY LEAVE

Section 21.1 Injury Leave

A. For each separate injury sustained, injury leave shall be paid to any member who suffers an incapacitating injury arising out of their performance of job duties for the City. Such injury may include exposure of the member to a contagious disease which could be communicated to and jeopardize the health of other employees, if such exposure and jeopardy is certified by a physician. Such injury leave shall be paid at the member's prevailing rate of pay, and be limited to a maximum of seven hundred twenty (720) hours per occurrence.

B To qualify for injury leave, it must be established that the injury arose out of performance of job duties, and did not result from misbehavior on the part of the member. It shall be the obligation of the member to report said injury immediately to the supervisor and to receive necessary medical treatment, present to the City a certificate from an attending physician or psychologist stating the nature of the injury and the prognosis, and to return to work status at the earliest time permitted by the attending physician After the member has been given permission to return to work status by the attending physician, and member is taken off injury leave status, a member may reapply for injury leave and exhaust a total of seven hundred twenty (720) hours of injury leave per occurrence when continued use of injury leave is appropriate.

C. The appointing authority or Chief may obtain an additional opinion from a licensed physician or psychologist in order to substantiate the nature of the injury and/or establish conclusively that the injury qualifies for injury leave as defined in this Section. Should this additional opinion be necessary, it shall be paid for by the City.

D. Upon exhaustion of injury leave, a member may use sick leave or other available paid leave.

ARTICLE 22 - LEAVES OF ABSENCE

Section 22.1 Leave Without Pay Employees may be granted the following types of unpaid leaves of absence by the appointing authority.

A. Disability Leave

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A physically incapacitated employee may request a disability leave. A disability leave may be granted not to exceed six (6) months when the disability continues beyond accumulated sick leave- rights and provided the employee is:

1 Hospitalized or institutionalized;
2. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or
3. Is declared incapacitated for the performance of the duties of the position by a licensed physician designated by the City. Such examination may be required by the City.

It is the employee's responsibility to request a disability leave and such leave is not granted automatically when the employee's sick leave has expired.

B. Personal Leave

The Employer may grant a leave of absence to any employee for a maximum duration of six (6) months for any personal reasons of the employee. Such leave may not be renewed or extended beyond six (6) months. The employee shall include all pertinent information relating to the need for a personal leave of absence with the request for leave. Such leave shall be at the total discretion of the City. No leave of absence shall be granted for the purpose of working another job.

1. The authorization of a leave of absence without pay is a matter of administrative discretion. The City shall decide in each individual case if a leave of absence is to be granted. A leave of absence shall be requested on the standard Request For Leave Form. Employees who are on an unpaid personal leave of absence which exceeds sixty (60) calendar days shall be required, in order to retain insurance benefits, to pay the entire premiums for all insurance during the term of such leave.

2. An employee on leave of absence without pay does not earn sick leave or vacation credit.

3. If a leave of absence is granted for a specific purpose, and it is found that leave is not actually being used for such purpose, the City may cancel the leave and direct the employee to report for work by giving written notice to the employee.

4. Upon completion of a leave of absence, the employee may be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. An employee may be returned to work before the scheduled expiration of leave if requested by the employee and agreed to by the City. If an employee fails to return to work at the expiration of an approved leave of absence, and does not submit a resignation, the employee will be considered "absent without leave" and shall be subject to immediate termination.

C. Family and Medical Leave

1. Pursuant to the Family and Medical Leave Act of 1993 (as amended), FMLA leave may be granted to an employee who has been employed by the City for at least twelve (12)

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months before the leave is requested and who has provided at least 1,250 hours of service during the twelve (12) months before the leave is requested. The leave may be granted up to a total of twelve (12) weeks during any twelve (12) month rolling period for the following reasons:

I. Because of the birth of a child or placement for adoption or foster care of a child;
II. In order to care for the spouse, son, daughter, parent, or one who stood in place of a parent of the employee, if such spouse, son, daughter, parent, or "in loco parentis" has a serious health condition;
III. Because of a serious health condition that makes the employee unable to perform essential employment functions.

2. The employee must provide the Employer with thirty (30) days advance notice of the leave, when such leave is reasonably foreseeable, or such notice as is practicable, if thirty (30) days notice is not possible. The employee must provide the Employer with certification of the condition from a health care provider. The Employer, at Employer expense, may require a second opinion (which is binding) on the validity of the certification,

An employee seeking FMLA leave must first use paid sick time (if applicable), vacation and holidays before going on unpaid leave. The total amount of family leave paid and unpaid will not exceed a total of twelve (12) weeks. In any case in which a husband and wife entitled to family leave are both employed by the City, the aggregate number of workweeks of leave to which both may be entitled may be limited to twelve (12) weeks during any twelve (12) month rolling period if such leave is taken because of the birth of a child or placement for adoption or foster care' of a child. The employee will be responsible for the employee share of the health insurance cost (if any) during the unpaid leave. If the employee does not return from the leave, the employee is responsible for the total insurance premium paid by the City. The City, at its sole discretion, may waive the repayment of insurance premiums. The City will be responsible for thirty (30) days premium under COBRA.

It is intended that the Article comply with the Family and Medical Leave Act of 1993 as amended and the City may promulgate policies in furtherance of the Family and Medical Leave Act that are not inconsistent with this agreement.

Section 22.2 Leaves of Absence With Pay

A. Maternity/Paternity Leave

Any employee, who is expecting to become a new parent, shall be granted a leave of absence for maternity/paternity purposes. The date of departure and the date of return to work shall be established by the employee. The employee may utilize sick leave and vacation leave for said purposes. Additional leave may be granted on a case-by-case basis at the City's discretion.

B. Jury Duty

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1. A fee or expense reimbursement paid to an employee for serving on any Municipal, County, or Federal Jury, shall be remitted to the City and said employee's regular pay will not be adjusted by reason of service performed.
2. The Employer shall not pay any employee who appears in court for criminal or civil cases, when the employee is the Plaintiff or Defendant.

C. Military Leave

The Employer shall comply with applicable state and federal law concerning military leave.

D. Funeral Leave

1. Each full-time employee shall be granted up to a maximum of three consecutive working days upon a death in the employee's immediate family.
2. It is recognized that situations will develop where matters involving other than the employee's immediate family warrant the City granting excused time with pay. The employee's supervisor may grant such excused time based upon the circumstances peculiar to each case. Such time shall not exceed three (3) days.

E. Voting Leave

A member shall be excused for such time as is reasonably necessary to vote. A member shall be paid for such excused time not to exceed one (1) hour, provided the member could not otherwise reach the polls to vote during the time the polls are open outside the member's tour of duty.

F. Examination Leave

A paid leave shall be allowed a member who participates in a Reynoldsburg Civil Service test or who must take a requested examination pertinent to their City employment before a state, county, or federal licensing board, provided that such test or examination is scheduled and taken during the member's regularly scheduled tour of duty

ARTICLE 23 - EDUCATIONAL ASSISTANCE PROGRAM

Section 23.1 Participation All employees are eligible to participate in the Educational Assistance and Incentive Plan. Participation is voluntary and available to those who elect job relevant self-development activities, during non-working hours. Participation shall be approved by the appointing authority.

Section 23.2 Allowances The allowances for assistance are described below:

A. For approved courses earning college credit, a maximum of $2,250 of tuition expenses for each academic year may be requested by the employee.
B. For approved courses earning other then college level credit, a maximum of $750.00 of tuition expense for each academic year may be requested by the employee.
C. Fifty percent (50%) of the expenses incurred for text books required for above approved courses will be paid except that for non-college level courses, the $750.00 limit is not to be exceeded.

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D. To qualify for assistance, plan participants shall satisfactorily complete the course(s) with a passing grade.
E. An employee who has received educational assistance must remain an employee for one (1) year following completion of the courses for which assistance was received. Should an employee separate from service with the City within the one (1) year period, that employee must repay any assistance received in the one (1) year period. Employees who separate from service with the City within two (2) years following completion of the courses must repay fifty percent (50%) of the assistance received.

ARTICLE 24 - UNIFORMS AND ALLOWANCE

Section 24.1 Initial Issue The City shall furnish the basic Uniforms and new equipment for all members. Uniform parts and equipment shall be replaced by the City as needed. All uniforms and equipment purchased by the City remain the property of the City and must be returned when a member is separated from City service for any reason.

Uniform items not accounted for shall be replaced at the member's expense. Failure to do so shall result in the value of the uniform items not accounted for being withheld from the member's separation pay.

Section 24.2 Repair and Replacement of Uniforms The City shall repair or replace all uniform items damaged or destroyed in the line of duty so long as the damage was not due to the member's misconduct or negligence.

Section 24.3 Repair or Replacement of Eye Glasses The City shall repair or replace eyeglasses damaged or destroyed in the line of duty so long as the damage is not due to the member's misconduct or negligence. This Section shall provide coverage only for a like amount of the damaged eye glasses.

Section 24.4 Dry Cleaning Members shall be reimbursed for necessary dry cleaning of uniforms. Members shall utilize the dry cleaning facility or facilities designated by the City.

Section 24.5 Clothing/Equipment Schedule

DISPATCHERS	
Police Dispatch Badges	2
Name Badges	2
Service Since Pin	1
Shirts (short sleeve)	5
Shirts (long sleeve)	5
Pants	5
Sweater	1
Shoes	1 pair
Belt	1
All Weather Jacket	1

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ARTICLE 25 - MISCELLANEOUS ECONOMIC PROVISIONS

Section 25.1 Travel Allowance If a member uses their personal automobile for City or Department business, including travel to and from court appearances, as authorized by the Chief of Police, the member shall be reimbursed for such use at the current rate allowed by the Internal Revenue Service Regulations.

Section 25.2 Copies of Contract The Labor Council shall provide each member, at no cost to the member, a copy of this Contract within forty (40) days of the parties' ratification of this Contract. The City shall provide a copy to each newly hired member during the term of this Contract.

ARTICLE 26 - DRUG/ALCOHOL TESTING

Section 26.1 Employees Tested

In accordance with the Reynoldsburg Division of Police Drug/Alcohol Policy bargaining unit employees may be subjected to testing conducted under the following conditions: 1. Reasonable suspicion of drug and/or alcohol use; 2. Post-Incident testing; 3. Follow-up drug and/or alcohol testing;

A bargaining unit employee may of their own volition, even if not ordered to do so, undergo a drug and/or alcohol screening test if the employee is involved in an on duty incident. Testing done under these circumstances will be treated in the same manner as if the employee had been ordered to undergo screening.

Section 26.2 Testing Requirements

All drug screening tests shall be conducted by medical laboratories meeting the standards of and certified by, the National Institute of Drug Abuse, the National Institutes of Health and the Department of Health and Human Services. No test shall be considered positive until it has been confirmed by a gas Chromatography/Mass Spectrometry full scan test or its equivalent. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be contained in two (2) separate containers for use in the prescribed testing procedures in accordance with the City policy. All procedures shall be outlined in writing in the City policy and this policy shall be followed in all situations arising under this Article.

Section 26.3 Alcohol Tests

Alcohol testing shall be done in the same manner as to detect drivers operating a motor vehicle under the influence. A positive result of a blood alcohol concentration of .02% or above (based on a breathalyzer) shall entitle the Employer to proceed with sanctions as set forth in this Article.

Section 26.4 Test Results

A. The results of the testing shall be delivered to the Employer and the employee tested. An Employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed

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release for disclosure of the testing results. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline up to termination.

B. The employer may suspend the employee without loss of pay before the time the confirmatory test results are complete. If the screening test and confirmatory test are positive, the Employer may discipline the employee. The use of illegal substances, on or off duty, will ordinarily result in termination. The improper use of prescription drugs, over the counter drugs and/or alcohol may result in a lesser discipline, depending upon the relevant circumstances.

Section 26.5 Confirmatory Tests

A. If a drug screening test is positive, a confirmatory test shall be conducted in the manner prescribed in the City policy.

B. In the event the second test confirms the results of the first test, the Employer may proceed with the sanctions as set forth in this Article.

C. In the event that the second test contradicts the result of the first test, the Employer may request a third test in accordance with the procedures prescribed above. The results of this test, if positive, shall allow the Employer to proceed with sanctions as set forth in this Article. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed.

D. A Medical Review Officer (MRO) shall be utilized to review all positive test results.

Section 26.6 Laboratories

A list of two (2) testing laboratories shall be maintained by the Employer. These laboratories shall conduct any testing directed by the Employer.

Section 26.7

If the testing required above has produced a positive result, the Employer may take disciplinary action in accordance with the division policy and may require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick time, compensatory days, vacation leave, and personal leave days for the period of the rehabilitation or detoxification program.

If no such leave credits are available, the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Family Medical Leave may be used if available and appropriate.

Upon completion of such program, and upon receiving results from a return to duty test demonstrating that the employee is no longer abusing a controlled substance, the employee may be returned to their former position. Such employee may be subject to periodic retesting upon return to the employee's position for a period of one (1) year from the date of return to work. Any employee in rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits, except in those cases where the employee is placed on leave of absence

Attachment: Tentative Agreement- REYNOLDSBURG DISPATCH 2019-2021 (Dispatcher Contract)

without pay. Employees eligible to utilize Family Medical Leave and are in an unpaid status will still be eligible for health care benefits in accordance with the division FMLA policy.

Section 26.8 Discipline
If the employee refuses to undergo rehabilitation or detoxification, or if the employee tests positive during a follow-up test within one (1) year after return to work from such a program, the employee shall be subject to disciplinary action up to and including termination of employment.

Section 26.9 Testing Cost
Costs of all drug screening tests and confirmatory tests shall be borne by the Employer except that any test initiated at the request of the employee shall be at the employee's expense.

Section 26.10 Confidentiality
All tests results and actions taken under or pursuant to this Article shall be kept confidential in accordance with and subject to state and federal law.

ARTICLE 27 - WAIVER IN CASE OF EMERGENCY

Section 27.1 Waiver In case of emergency declared by the President of the United States, Governor of the State of Ohio, the City of Reynoldsburg, the Federal or State Legislature, for such acts of God or civil disorder, the following conditions of the Agreement may automatically be suspended:

A. Time limits for processing of grievances.
B. Selected work rules and/or agreements or practices relating to the assignment of employees.

Section 27.2 Expiration of Waiver Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure to which they (the Grievance(s)) had properly progressed.

ARTICLE 28- DURATION

Section 28.1 Duration The provisions of this Contract are effective January 1, 2019 except where otherwise indicated, and shall remain in full force and effect through December 31, 2021. This Contract shall remain in full force and effect until a successor agreement is reached by the parties or a final settlement award is reached through the use of Section 4117.14 of the Revised Code or through the legal system.

Attachment: Tentative Agreement- REYNOLDSBURG DISPATCH 2019-2021 (Dispatcher Contract)

SIGNATURE PAGE

FOR THE CITY OF REYNOLDSBURG:

Bradley L. McCloud, Mayor

David Plesich, Police Chief

Curtis Baker, Deputy Chief

Approved as to Content:

Marc Fishel, Labor Counsel

Approved as to Form Only:

Jed Hood, City Attorney

FOR FRATERNAL ORDER OF POLICE:

Tracy Rader, Staff Representative

Gail Leppert, Committee Chairman

Maria Mauger, Committee Member

Attachment: Tentative Agreement- REYNOLDSBURG DISPATCH 2019-2021 (Dispatcher Contract)

APPENDIX 1

The below Sick Leave Donation Policy is the Cities current policy for non-union employees that will now apply to full-time Dispatchers starting on the effective date of this Agreement.

LEAVE DONATION

Full-Time Permanent, and Part-time Permanent non-union employees of the City may donate paid leave to a fellow Full-Time Permanent, or Part-time Permanent non-union City employee in order to assist the co-worker in critical need of leave due to the employee's serious illness or injury.
A serious illness or injury for the purposes of this policy is defined as a serious illness or injury that is expected to incapacitate the City employee for an extended period of time, exhaust the employee's leave balances, and that qualifies as a disability under the City's Disability Program or Workers' Compensation. Leave donation also requires that the employee will be taking an extended time off from work which will create a financial hardship for the employee because they have exhausted all leave balance.

To donate leave

Qualifying employees may donate leave if the donating employee:

a. voluntarily elects to donate leave and does so with the understanding that donated leave will not be returned (leave donated but unused will be returned on a prorated basis to all employees who donated leave);
b. donates a minimum of eight (8) hours;
c. retains a combined leave balance of at least 120 hours for full-time permanent and 60 hours for part-time permanent employees (leave shall be donated in the same manner in which it would otherwise be used, except that compensatory time is not eligible for donation under Fair Labor Standards Act restrictions); and
d. does not donate more than 200 hours in one (1) year.

Qualifying employees who wish to donate leave must agree to the above conditions and complete the Donor Application Form. The Donor Application Form can be obtained in the Human Resources Department and must be returned there.

The donation of leave shall occur on a strictly volunteer basis. The City shall respect an employee's right to privacy, however, with the permission of the employee who is in need of leave, the Human Resources Director may inform co-workers of the employee's critical need for leave.

To Receive Donated Leave

An employee may receive donated leave, up to the number of hours the employee is scheduled to work each pay period, if the employee who is to receive donated leave:

a. has a serious illness or injury as previously defined, and provides written documentation from his or her physician certifying the serious illness or injury;
b. has no accrued leave; and
c. has applied for any paid leave, workers' compensation, or disability benefits program for which the employee is eligible (an employee who has applied for these programs may use donated leave to satisfy the waiting period for such benefits).

Attachment: Tentative Agreement- REYNOLDSBURG DISPATCH 2019-2021 (Dispatcher Contract)

d. After the waiting period, qualified employees may donate leave to supplement up to 40% of the employee's normal pay, if the employee is on disability. There would be no waiting period for qualified part-time permanent employees who do not receive disability. The employee may NOT receive more than he or she would have earned in a normal pay period from disability and leave donation or based on the normal hours scheduled to work less applicable deductions.

e. The Request for Leave Donation Form can be obtained in the Human Resources Department and must be returned there.

f. The employee may only receive donated leave for a maximum of one year.

The leave donation program shall be administered on a pay-period-by-pay-period basis. Employees using donated leave shall be considered on active pay status, and shall accrue leave and be entitled to any benefits to which they would otherwise be entitled.

Leave accrued by an employee while using donated leave shall be used, if necessary, in the following pay period before additional donated leave may be received.

Donated leave shall not count toward the probationary period of an employee if received during his or her probationary period.

Donated leave shall be considered sick leave, but shall NEVER be converted into a cash benefit.

Eligibility to receive donated leave under this policy shall cease upon:

a. certification from the employee's physician that he or she is capable of engaging in sustained regular employment; or

b. an employee's application for retirement is approved;

c. death of the employee, whichever should first occur; or

d. exhaustion of available leave in the leave bank.

Attachment: Tentative Agreement- REYNOLDSBURG DISPATCH 2019-2021 (Dispatcher Contract)

City Council
Kristin Bryant
7232 E. Main Street
Reynoldsburg OH 43068
614-893-2299 Phone

ORDINANCE REQUEST

DATE:	**December 10, 2018**
TO:	**Public Service and Transportation Committee**
RE:	Ordinance of the Reynoldsburg City Council to Provide for the Registration of Residential Rental Housing Located Within the Boundaries of the City of Reynoldsburg

Approval:

Completed Brad McCloud	Completed Jed Hood	Stephen Cicak

See Attached Documentation

AN ORDINANCE OF THE REYNOLDSBURG CITY COUNCIL TO PROVIDE FOR THE REGISTRATION OF RESIDENTIAL RENTAL HOUSING LOCATED WITHIN THE BOUNDARIES OF THE CITY OF REYNOLDSBURG

WHEREAS, the City of Reynoldsburg ("City") is a community in the State of Ohio which is facing the challenges of providing safe, available and affordable housing for current and future residents; and

WHEREAS, the growth of the City has increased the pressure on neighborhoods and housing in the City; and

WHEREAS, the Reynoldsburg City Council recognizes the need for an organized residential rental registration program for program for residential rental units within the City to provide an efficient system of code enforcement for the welfare of all residents of the City; and

WHEREAS, the Reynoldsburg City Council desires that all residential rental units within the City be registered with the Department of Development; and

WHEREAS, the Reynoldsburg City Council authorizes the Department of Development to develop a rental registration application and administrative procedures and policies for the purpose of registering appropriate buildings with residential rental units; and

WHEREAS, it is the desire of the Reynoldsburg City Council to adopt enforcement measures and penalties to encourage compliance with this ordinance for the health, safety and welfare of the all residents of the City of Reynoldsburg; and

WHEREAS, the Reynoldsburg City Code contains a Property Maintenance Code in Chapter 1711 to protect the health and safety of all residents, to promote the public welfare, and to place standards of maintenance upon property owners that protects the beauty and health of our City.

NOW, THEREFORE, BE IT ORDAINED BY THE REYNOLDSBURG CITY COUNCIL THAT CHAPTER 1721 OF THE REYNOLDSBURG CODE OF ORDINANCE SHALL BE CREATED TO REQUIRE REGISTRATION OF RESIDENTIAL RENTAL HOUSING AS FOLLOWS:

Attachment: rental property inspection legislation revised Nov 2018 (Residential Rental Program)

CHAPTER 1721 – RENTAL PROPERTY REGISTRATION

1721.01 Purpose
1721.02 Definitions
1721.03 Registration required
1721.04 Designated agent; Notice and Service of process
1721.05 Exempt rental dwelling units
1721.06 Registration application form
1721.07 Registration term and renewal
1721.08 Fees
1721.09 Inspections
1721.10 Maintenance standards
1721.11 Responsibility of designated agent
1721.12 Refused access to the property
1721.13 Retaliatory Eviction Prohibited
1721.14 Notice of Violations
1721.15 Appeals
1721.16 Failure to Remediate
1721.17 Disclaimer of liability
1721.18 Saving clause
1721.19 Validity
1721.99 Penalties

§1721.01 Purpose.

It is the purpose of this chapter to protect the public health, safety and welfare of the residents of Reynoldsburg by establishing minimum standards governing the maintenance, appearance, and condition of all rental housing properties, to impose certain responsibilities and duties upon owners and operators; to authorize and establish procedures for the inspection of rental housing properties; to provide for the issuance of rental certification; to establish a fee schedule for inspection; to authorize the vacation or condemnation of dwelling structures that are unsafe or unfit for human habitation; and to fix penalties for violations of this chapter. Rental housing with code violations are a risk to new development, housing stock, property values, public health, safety, and welfare in the City of Reynoldsburg. This chapter is hereby declared to be remedial

Attachment: rental property inspection legislation revised Nov 2018 (Residential Rental Program)

and essential for the public interest, and it is intended that this chapter be liberally construed to effectuate the purposes as stated herein.

§1721.02 Definitions.

As used in this chapter, the words and terms below shall have the following meanings respectively prescribed to them in this chapter:

A. "Appeal" means a written notice to be filed with the City Board of Zoning and Building Appeals challenging a Notice of Violation. Such appeal must be filed within 14 days of the date of the Notice of Violation.

B. "City" means the City of Reynoldsburg.

C. "Designated City Official" means the Director of Development and/or designee of the Director of Development.

D. "Designated agent" means a business entity located in or an individual person eighteen (18) years or older residing in the State of Ohio with an address other than a post office box and named by an owner as a secondary point of contact regarding the use or condition of land and the occupancy and physical condition of structures on a platted lot or parcel of land.

E. "Dwelling" means any building or portion of a building that contains one or more residential dwelling units used, intended, or designed to be built, used, rented, leased, let or hired out to be occupied, or that is occupied for residential purposes.

F. "Dwelling unit" means a space within a dwelling that provides complete, independent living facilities for one or more persons, which includes permanent provisions for sleeping, eating, cooking and sanitation. A "dwelling" may consist of one or more "dwelling units."

G. "Lease" means the written or oral agreement that sets forth any and all conditions concerning the use and occupancy of rental units.

H. "Notice of Violation" means a notice issued by the Designated City Official, or the Code Enforcement Officer to the owner of real property or to their designated agent that there has been a violation of a provision of this chapter or any other applicable section of the *Reynoldsburg City Code*, ordinance, rule or regulation concerning the occupancy or condition of a premises that is leased or for lease, vacant or occupied.

I. "Premises" means a real property parcel of land and the structures on that parcel containing at least one (1) residential dwelling unit or one (1) commercial or industrial business space, including lots in manufactured home parks or platted lots or parcels outside a manufactured home park where a mobile home, manufactured home or industrialized unit may be located.

Attachment: rental property inspection legislation revised Nov 2018 (Residential Rental Program)

J. "Owner" means any person who, alone or jointly or severally with others, shall have the legal or equitable title to a property, and shall include executors, administrators, trustees or guardians of the estate of the owner, and any purchaser or assignee under a certificate of sale pursuant to a mortgage foreclosure. The term "owner" shall also include partnerships and other unincorporated associations. Any individual owner, regardless of whether he or she shares ownership responsibility with any other person, any general partner of a partnership, and any officer of a corporation or unincorporated association, shall have direct and personal responsibility and liability for compliance with the provisions of this chapter.

K. "Person" means an individual, corporation, limited liability company, limited partnership, business trust, estate, trust partnership or association, two or more persons having a joint interest or any other legal or community entity.

L. "Property manager" means a person other than the owner that has managing control of a rental unit.

M. "Rent" means the offering, holding out or actual leasing of rental property to an occupant other than the owner and generally involves the payment of a rental amount although other forms of consideration may be involved or no consideration at all may be involved.

N. "Rental Dwelling Unit" means any dwelling unit rented or leased by a person or persons other than the owner for residential purposes. Rental dwelling units may also be known as a rental dwelling, rental unit, dwelling unit, or housekeeping unit and may be a mobile home, manufactured home, or industrialized unit.

O. "Tenant" means any person who rents or leases a dwelling unit with the consent of the owner. "Tenant" does not include any person who rents or leases space within a dwelling unit from an owner who occupies or shares the dwelling unit with that person.

P. "Rental Inspector" means a person hired by the Designated City Official, who is qualified to conduct exterior and interior inspections of rental properties within the City.

§1721.03 Registration required.

A. All rental dwelling units within the City of Reynoldsburg owned for rental purposes or occupied by a party other than the owner for a period of more than six months during any single calendar year, shall be registered with the City. No owner of a rental dwelling unit shall lease, rent, or cause said rental unit to be occupied until first registering with the Designated City Official for that specific dwelling unit.

B. Any owner of a rental dwelling unit that is occupied as of the Effective Date of this Chapter shall, within 90 days of the Effective Date, register each occupied rental dwelling unit with the City.

Attachment: rental property inspection legislation revised Nov 2018 (Residential Rental Program)

C. Any owner of a rental dwelling unit who fails to register with the City in accordance with this section shall be subject to the penalties set forth in Section 1721.99.

§1721.04 Designated agent; Notice and Service of process.

A. Every owner of a rental dwelling unit shall designate an agent who resides within sixty (60) miles of any registered rental unit who shall be responsible for operation of the unit and who may accept service of process and official notices on behalf of the owner. An official notice or service of process issued to a designated agent shall be deemed as served or delivered upon the owner of record. Each owner or designated agent shall maintain a list of the name and number of tenants in each rental unit and advise the tenants of all known applicable City regulations regarding occupancy and premises conditions. Failure to maintain a property or to maintain any requirements regarding registration shall be grounds for revocation of an existing certificate or denial of issuance of a renewal certificate of registration.

B. Any and all notices required under this Chapter shall be served by the Designated City Official upon an owner or agent by personal service or certified mail with a returned receipt as evidence of service.

§1721.05 Exempt rental dwelling units.

The following dwelling units are exempt from the requirements of this Chapter:

A. Owner-occupied single-family homes;

B. Owner-occupied multi-family dwellings if the total number of occupants is equal to or less than ten (10) persons;

C. Hotels and motels without continuous occupancy by the same tenant for more than thirty (30) days;

D. Bed and breakfast inns without continuous occupancy by the same tenant for more than thirty (30) days.

E. Any single-family home without continuous occupancy by the same tenant for more than thirty (30) days.

F. Nursing homes or residential care facilities as defined by Ohio Revised Code 3721.01.

§1721.06 Registration application form.

A. Application for registration of rental dwelling units shall be on forms provided by the Designated City Official and shall include, at a minimum, the following:

Attachment: rental property inspection legislation revised Nov 2018 (Residential Rental Program)

(1) Name, address, telephone, and e-mail address, if applicable, of an individual owner, sole proprietor or a corporate officer or business representative of a corporation, trust or other entity capable of holding title; and

(2) Name, address, telephone number, and e-mail address, if applicable, of a company or designated agent of an owner; and

(3) Parcel identification number and date of building construction; and

(4) Address of each rental dwelling unit; and

(5) Number of detached structures on the lot or parcel and number of units per structure; and

(6) Number of parking spaces on the lot or parcel used for dwelling purposes.

B. No post office boxes shall be accepted as a legal address for purposes of this chapter.

C. Registrations shall be retained by the City as a public record.

D. Every person required to register a rental dwelling unit shall complete a new application upon amendment or change of any required information.

E. Upon sale or transfer of the premises, the new owner or any residential dwelling unit submit a new rental registration form within thirty (30) days of sale or transfer.

F. Upon construction of a building that contains one or more rental dwelling units or conversion of existing building space not previously used for residential purposes, an owner shall complete and submit a rental registration form for each residential dwelling unit.

§1721.07 Registration term and renewal.

Registration shall be made within ninety (90) days of the enactment of this Chapter. The term of the registration shall be valid so long as all of the original information and all annual fees established by this Chapter are current. Sale or transfer of property shall cause the registration to expire and be no longer valid. Any new owner shall make new application for registration for each dwelling unit prior to closing so as to maintain a continuous record of ownership in case of damage, vandalism, premise condition or other requirement necessitating public notification to the owner, but in no case more than thirty (30) days after sale or transfer.

§1721.08 Fees.

A. The following application and registration fees shall be remitted to the City:

Attachment: rental property inspection legislation revised Nov 2018 (Residential Rental Program)

(1) Single-family or two-family rental dwelling unit – seventy-five dollars ($75.00) for each dwelling unit.

(2) Multi-family rental dwelling unit – seventy-five dollars ($75.00) for each of the first four dwelling units in one building structure and ($50.00) for each additional dwelling unit in that building structure.

B. The fees shall be submitted to the Designated City Official by the date established by the City for each rental dwelling unit and renewed each year. Any original or renewal rental registration submitted more than ten (10 days) after the due date shall be assessed a late fee of an additional twenty-five dollars ($25.00) per unit.

C. A re-inspection fee of twenty-five dollars ($25.00) per unit shall be assessed for any additional inspections needed on a per unit basis if violations are not corrected within the amount of time given by the Designated City Official.

D. Fees assessed and collected in accordance with this Section shall be maintained as a separate line item and will be dedicated solely to reimbursing the costs actually incurred by the City related to the enforcement of this Chapter. Any excess funds not used for the enforcement of this Chapter may revert to the general fund of the City with the authorization of City Council by majority vote.

§1721.09 Inspections.

A. The Designated City Official shall designate at least one (1) Rental Inspector to conduct inspections of rental dwellings units and premises registered under this Chapter in order to enforce existing or future ordinances related to clean, safe and sanitary premise conditions, including the Property Maintenance Code establish by Chapter 1711. The salary of the Rental Inspector(s) shall be paid through the fees collected through the registrations outlined in §1721.08.

B. Inspections shall be conducted on the premises upon presentation of proper credentials. Nothing in this Chapter shall be construed to require an occupant, operator, or owner to consent to a warrantless inspection of an occupied rental dwelling unit unless otherwise permitted by law.

C. The exterior and interior common areas of any building containing more than one residential dwelling unit may be inspected at any time.

D. Interior inspections of residential dwelling units shall be performed as follows:

(1) Upon the completion of the construction of any new building containing one or more residential dwelling units; or

(2) Upon the vacancy of any residential dwelling unit at the expiration of a lease period, by eviction, or by abandonment of the unit by a tenant(s) and before the unit may is

Attachment: rental property inspection legislation revised Nov 2018 (Residential Rental Program)

occupied by a new tenant(s) if the residential dwelling unit has not been inspected for more than one (1) year. The owner of a residential dwelling unit shall notify the Designated City Official upon any vacancy subject to inspection under this section; or

(3) If a dwelling has not been inspected for more than two (2) years, the Designated City Official shall send a letter to the occupant(s) advising said occupant(s) of their right to have an inspection with instructions on how to make that request to the Designated City Official; or

(4) Upon the request or consent of a tenant(s) of a rental dwelling unit.

§1721.10 Maintenance Standards.

Every owner, agent or person in charge of a rental dwelling unit shall be responsible for the maintenance thereof in good repair and safe condition in compliance with the requirements of this Chapter and the requirements established the Property Maintenance Code contained in Chapter 1711. The owner shall also be responsible for maintaining in a safe and sanitary condition the shared or common areas of the premises. In addition to any requirements specified within this section of the codified ordinances, all applicable regulations provided for within the Codified Ordinances of the City of Reynoldsburg shall apply and shall be subject to enforcement.

§1721.11 Responsibility of designated agent.

Designation of an agent by an owner shall cause the agent to be an additional responsible party for purposes of this chapter and other chapters that may apply regarding the operation of the premises. All official notices of the City may be issued to the designated agent as well as the owner and in such case as a notice is served upon a designated agent such notice issued shall be deemed as having been served upon the owner of record.

§1721.12 Refused access to the property.

A. Where the Designated City Official or his or her agent is refused access or is otherwise impeded or prevented by the owner, operator, or agent from conducting an inspection in accordance with Section 1721.09, such person shall be in violation of this chapter and subject to the penalties hereunder.

B. In addition to the provisions of division A of this section, the Designated City Official may, upon affidavit, apply to the County Municipal Court in which the premises are located for a search warrant, setting forth the factual basis for probable cause for believing that a nuisance or violation of this chapter exists on the premises. If the Court is satisfied as to the matter permitting access to and inspection of that part of the premises on which the nuisance or violation exists, a warrant for access may be issued by the Court. Nothing in this Chapter shall be construed to require an operator or owner to consent to a warrantless inspection of an occupied rental dwelling unit.

Attachment: rental property inspection legislation revised Nov 2018 (Residential Rental Program)

§1721.13 Retaliatory Eviction Prohibited

It shall be a violation of this Chapter if a court of competent jurisdiction determines that any owner of a rental dwelling unit or his or her agent brought or threatened to bring an action for possession of a rental unit for the purpose of retaliating against a tenant for requesting the assistance of the Designated City Official with an alleged violation of this Chapter or the Property Maintenance Code set forth in Chapter 1711.

§1721.14 Notice of Violations

A. The Designated City of Official, or his or designee, shall have the power to enforce all provisions of this Chapter.

B. The Designated City Official, or his or her designee, shall have the responsibility to issue to the owner of a rental dwelling unit or designated agent of an owner of a rental dwelling unit a Notice of Violation of any part of this Chapter, the Property Maintenance Code provided in Chapter 1711, or any other applicable section of the City ordinances.

C. The Notice of Violation shall include the applicable code section the owner is alleged to have violated, a brief statement of the factual basis for the alleged violation, and instructions to the owner of the right to appeal under Section 1721.15.

§1721.15 Appeals.

The Board of Zoning and Building Appeals (the "Board") shall have jurisdiction to hear and decide appeals when it is alleged that there is an error in any requirement, decision, or determination made by the Designated City Official in the enforcement or administration of this chapter.

Any person affected by any Notice of Violation which has been issued in connection with the enforcement of any of the provisions of this chapter may request and shall be granted a hearing on the matter by filing an appeal.

The person shall file, in the office of City Council, an appeal with a written request for the hearing and shall set forth the name, address, and phone number of the appellant and a brief statement of the grounds for the hearing and appeal from any Notice of Violation of this chapter. Requests shall be filed within 14 days of the date of the Notice of Violation. On receipt of the appeal, the Clerk of Council shall set a time and place for a hearing before the Board. The hearing shall be held within a reasonable time after a request has been filed. At the hearing, the appellant shall be given an opportunity to be heard and to show cause why the notice and order should be modified or dismissed, or why a variance should be granted. The failure of the

Attachment: rental property inspection legislation revised Nov 2018 (Residential Rental Program)

appellant or his representative to appear and present his position at the hearing shall be grounds for dismissal of the request.

Any party entitled to appeal a decision of the Board may appeal to a court of competent jurisdiction.

§1721.16 Failure to Remediate

A. If, after expiration of the time to file an appeal of a Notice of Violation or upon the affirmance by the Board and exhaustion of further appeals, the owner fails to remediate the violation, the Designated City Official shall have the power to issue a criminal or civil citation to the owner.

B. Any citation issued under Section (A) shall be filed in the Reynoldsburg Mayor's Court, in the Franklin County Municipal Court, Environmental Division, or in the appropriate county municipal court which shall have jurisdiction over the address where the violation occurred.

§1721.17 Disclaimer of liability.

A certificate of registration is not a warranty or guarantee that there are no defects in a rental dwelling unit and the City shall not be held liable to any person for the condition of the property.

§1721.18 Saving clause.

All proceedings pending and all rights and liabilities existing and acquired or incurred at the effective date of this chapter are saved and may be consummated according to the law in force when they were commenced.

§1721.19 Validity.

Should any section, clause, or paragraph of this chapter be declared invalid by a court of competent jurisdiction, the same shall not affect the validity of the chapter as a whole or any part thereof other than the part declared invalid.

§1721.99 Penalties.

A. Whoever violates or fails to comply with any of the provisions of this Chapter is guilty of an unclassified misdemeanor that shall be punishable by up to one-thousand dollars ($1000.00) in fines. Each separate violation shall constitute a separate offense, and a separate offense shall be deemed committed for each day during or on which a violation or non-compliance occurs or continues.

Attachment: rental property inspection legislation revised Nov 2018 (Residential Rental Program)

B. The penalty provisions of this Chapter shall supersede the penalty provisions provided in Section 1711.99 of the Reynoldsburg Code of Ordinances solely as it relates to owners of rental dwelling units subject to this Chapter.

C. The imposition of any penalty shall not preclude the City from instituting any appropriate action or proceeding in a court of proper jurisdiction to prevent an unlawful repair or maintenance; to restrain, correct or abate a violation; to prevent the occupancy of a dwelling, building, structure or premises; or to require compliance with the provisions of this chapter of other applicable laws, ordinances, rules or regulations or with the orders or determination of the Designated City Official.

Attachment: rental property inspection legislation revised Nov 2018 (Residential Rental Program)

REYNOLDSBURG CITY COUNCIL
COMMITTEE LEGISLATION and/or DISCUSSION REQUEST FORM

TO: Safety (Community Development, Safety, Service or Finance)

FROM: Chet A. Hopper, Chief Building Official DATE: October 15, 2008

REQUEST FOR: Amend Section _____ of Chapter 1391
Discussion only _____ Other Legislation _____

SUBJECT: Rental Registration

***** INCLUDE ALL PERTINENT INFORMATION BELOW AND/OR ATTACHED.*****

The legislation attached is new language being introduced to create a rental registration program.

Request for: Rules Suspension _____ or Emergency _____

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

_____ Financial needs of the City's government

Statement of Necessity: To provide the building department an additional resource to better protect the public health and safety.

***Re**: Contracts or expenditures exceeding State of Ohio limit for competitive bidding as of 6/1/92 or for expenditures for any purpose which have not been included in current budgets.*

----City Attorney action requested:

(1) _____ approval as to form;
(2) _____ approval as to form with comments;
(3) _____ not approved as to form with comments;
(4) _____ additional comments from City Attorney: _____

----City Auditor action requested: N/A

(1) _____ Unencumbered funds available in Account # _____
(2) _____ Funds expected to be available on _____ (Date)
From _____ (Source)
(3) _____ additional comments from City Auditor: _____

****

Note: *Please submit nine copies of request on Yellow paper to the Council Office by deadline (see Council Rules).*
Jan2006

Attachment: 2008 Rental Registration File (Residential Rental Program)

CHAPTER 1391
Rental Registration

1391.01 Purpose
1391.02 Scope
1391.03 Definitions
1391.04 Registration of Rental Property
1391.05 Application Requirements
1391.06 Registration Renewal
1391.07 Change in Ownership
1391.08 Fees
1391.09 Local Agent Required
1391.10 Notices
1391.11 Performance Review
1391.12 Severability
1391.13 Effective Date
1391.14 Fee Schedule
1391.99 Penalty Section

1391.01 Purpose.

The purpose of the City of Reynoldsburg's Rental Registration adopted herein is to assure that rental housing in the City is maintained in a good, safe, sanitary condition and does not create a public nuisance or blighted conditions. To ensure these conditions and to aid in the enforcement of the Property Maintenance Code, Building Code, and other relevant provisions of Reynoldsburg Code of Ordinances, the City of Reynoldsburg hereby establishes this Rental Registration for all applicable residential rental units within the City.

1391.02 Scope.

This Ordinance applies to any dwelling unit and its accessory units that are leased as rental units located within the City of Reynoldsburg and are not owner occupied, with the following exceptions:

(1) I-1 use group (assisted living facilities), as defined in the Ohio Building Code;
(2) I-2 use group (nursing homes), as defined in the Ohio Building Code;
(3) R-1 use group (hotels, motels), as defined in the Ohio Building Code;

1391.03 Definitions.

The following words and phrases, when used in this Ordinance, shall have the meanings respectively ascribed to them in this section, except where the context otherwise requires. Where terms are not defined through the methods in this section, such terms shall have ordinary accepted meanings such as the context implies.

Building Official means the Chief Building Inspector, or his/her authorized designee.
Duplex means a building with two (2) Units.
Local Agent means one or more persons who has charge, care, or control of a building in, or part thereof, in which rental units are maintained.
Owner means one (1) or more persons, jointly, severally or in common, limited liability corporation, or any organization, in whom is vested all or part of the legal title to property, or all or part of the beneficial ownership and a right to present use and enjoyment of the premises, including a mortgage in possession. As used herein, an organization shall include a corporation, trust, estate, partnership, association or any other legal or commercial entity. The term shall not include a lessee who previously occupied a rental unit and who is subleasing the unit for the remaining part of his or her lease.

Attachment: 2008 Rental Registration File (Residential Rental Program)

Property Maintenance Code means Chapter 1389 of the City of Reynoldsburg Code of Ordinances, as amended.
Rental Property means a structure with one or more residential units which are leased for occupancy, and are not owner occupied. However, it does not include property excluded in Section 2.
Rental Unit means one (1) or more rooms in a structure arranged, designed and used as a residence or living quarters by one (1) or more persons who are not its owner(s), and contained within a rental property as defined herein.
Rent, Rented or Rental means any payment made to an Owner or an Owner's agent pursuant to a rental / lease agreement.
Single Family Dwelling means a structure with one (1) rental unit
Building Code means the current building code used and adopted by the city for enforcement purposes.

1391.04 Registration of Rental Property.

After the effective date of this Ordinance, it shall be unlawful for any owner, as defined herein, to lease or operate a rental property without registering it with the City of Reynoldsburg Building Division and complying with the provisions of this Ordinance, together with other applicable codes and ordinances of the City of Reynoldsburg. The registration of rental properties required herein shall expire on the 31st day of December of each year.

1391.05 Application Requirements.

Rental registration shall be filed with the Building Division and accompanied by a fee as established in the Fee Schedule in Section 1393.14 of this Ordinance. Registration shall include the following information:

a) Name, street address and telephone number of the owner of the rental unit.
b) Name, street address and telephone number of the owner's agent responsible for the management of the premises of the rental unit.
c) Legal address of the rental unit with the parcel ID.
d) Number of units in each building within the rental property.
e) Occupancy as permitted under the building code, or as specified in the Certificate of Occupancy.
f) Signed statement of owner and owner's agent indicating that he/she is aware of the City's Building codes and Property Maintenance codes and the legal ramifications for violating said codes.
g) The name and address of the registered agent, if the owner is a corporation or other business entity.
h) Name and social security numbers of each adult tenant.

1391.06 Registration Renewal.

If there are no changes in ownership or agent representation, renewals of the registration may be made by filling out the Registration Renewal form furnished by the City and paying the appropriate fee.

1391.07 Changes in Ownership.

Within thirty (30) days of any change of ownership of a rental property, the new owner shall reregister the property by filing the registration information and form set forth in Section 5. There shall be no additional charge for the remaining period of the annual registration. A change of ownership

Attachment: 2008 Rental Registration File (Residential Rental Program)

shall include any change in ownership rights, including execution of a land contract, whether recorded or not.

1391.08 Fees.

a) It being the goal of the City that a Registration be self-supporting, the Building Official shall establish schedule of registration fees: These fees shall be based on the number of rental units owned by the same individual or corporation. The Building Official shall review income from fees and expenses of this program, and make recommendations to the Council on any appropriate adjustments in the fee schedule. Fees shall also be set for failure to register, incomplete registration information, and failure to register by the due date.

b) HUD assisted low-income permanent housing projects for seniors, persons with disabilities, and/or homeless individuals shall be eligible for a waiver of fees by the Building Official.

1391.09 Local Agent Required.

The owner of any rental unit covered by this ordinance shall be available to respond to an emergency on a 24 hour per day basis. This requirement may be met by maintaining an operating business or owner residence within sixty (60) miles of the rental unit, or by use of a local agent who resides within Franklin County or an adjoining county, either of whom can be contacted on a 24 hour per day basis. If a local agent is used, the owner shall provide the City with the name, address, and telephone number of the local agent in addition to owner information. A post office box, mailing address, or long distance 800 numbers shall not be deemed sufficient to meet the provisions of this section.

1391.10 Notices.

Any written notice required to be given to the Owner of a Rental Property under this Ordinance shall be addressed to such Owner at the address provided for such Owner in the application for registration.

1391.11 Performance Review.

The Building Division, Service Department, and the Legal Department of the City shall conduct a thorough evaluation of this Ordinance eighteen (18) months after its effective date. The review process shall include public input and comments on the Rental Registration strengths, weaknesses and effectiveness. The Departments shall tender a written report to the Mayor and Council summarizing their findings and recommendations. This report shall be tendered in a timely manner but not later than three (3) months after the commencement of the review and evaluation process.

1391.12 Severability.

If any section, provision, or part of this Ordinance is held invalid or unconstitutional by a court of competent jurisdiction, the remainder of this ordinance shall remain in full force and effect and the application thereof to other persons, entities, or circumstances shall not be affected thereby.

1391.13 Effective Date.

This Ordinance shall become effective thirty (30) days after it is passed by the City Council and signed into law. The rental registration and inspection program will begin on January 1st, 2009.

Attachment: 2008 Rental Registration File (Residential Rental Program)

1391.14 Fee Schedule.

(a) Single Family Dwelling– Per Building $50.00
(b) Duplexes – Per Building $100.00
(c) Apartments within the same complex owned by the same owner, up to 99 units $50.00 per unit
(d) Apartments within the same complex owned by the same owner, up to 199 units $40.00 per unit
(e) Apartments within the same complex owned by the same owner, up to 299 units $30.00 per unit
(f) Apartments within the same complex owned by the same owner, over 300 units $25.00 per unit
(g) Failure to register within 5 business days may be punishable by section 10 of this chapter
(h) Late registration $50.00 plus registration fees
(i) Late registration fees can be waived for first time applicants at the discretion of the Chief Building Official

1391.99 Penalty Section.

(a) Whoever violates any provision of this chapter is guilty of a minor misdemeanor for the first offense and a misdemeanor of the fourth degree for any subsequent offense.
(b) The penalty provisions are in addition to the payment of the appropriate fee set forth in section 1391.14 above. Each calendar day for which the violation persists constitutes a separate offense.

① Citations to owner & Tenant

② Counties look into

Attachment: 2008 Rental Registration File (Residential Rental Program)

City Council
Stacie Baker
7232 E. Main Street
Reynoldsburg OH 43068
614-704-3423 Phone

ORDINANCE REQUEST

DATE: **December 10, 2018**

TO: **Public Service and Transportation Committee**

RE: ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: Amending Section 154.03 DIRECTOR DUTIES AND RESPONSIBILITIES of Chapter 154 DEPARTMENT OF DEVELOPMENT; Sections 160.02(c) DEPARTMENT OF DEVELOPMENT and 160.02 (g)(2) Building Department of Chapter 160 EMPLOYEE COMPENSATION; Section 1541.03 USE AND STORAGE of Chapter 1541 LIQUEFIED PETROLEUM GAS; Sections 1701.01 DEFINITIONS and 1701.08 ABATEMENT OF A PUBLIC NUISANCE BY THE BOARD OF NUISANCE ABATEMENT of Chapter 1701 GENERAL PROVISIONS; and Section 1711.02 AMENDMENTS, DELETIONS AND MODIFICATIONS TO THE INTERNATIONAL PROPERTY MAINTENANCE CODE of Chapter 1171 GENERAL PROVISIONS.

Approval:

Skipped Brad McCloud	Skipped Jed Hood	Stephen Cicak

Attached is proposed legislation to move the Building Department from under the Service Department to under the Development/Planning & Zoning Department.

ORDINANCE NO. ___ PASSED: _____

ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: Amending Section 154.03 DIRECTOR DUTIES AND RESPONSIBILITIES of Chapter 154 DEPARTMENT OF DEVELOPMENT; Sections 160.02(c) DEPARTMENT OF DEVELOPMENT and 160.02 (g)(2) Building Department of Chapter 160 EMPLOYEE COMPENSATION; Section 1541.03 USE AND STORAGE of Chapter 1541 LIQUEFIED PETROLEUM GAS; Sections 1701.01 DEFINITIONS and 1701.08 ABATEMENT OF A PUBLIC NUISANCE BY THE BOARD OF NUISANCE ABATEMENT of Chapter 1701 GENERAL PROVISIONS; and Section 1711.02 AMENDMENTS, DELETIONS AND MODIFICATIONS TO THE INTERNATIONAL PROPERTY MAINTENANCE CODE of Chapter 1171 GENERAL PROVISIONS.

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

SECTION 1. That Section 154.03 Director Duties And Responsibilities Of Chapter 154 Department Of Development; Sections 160.02(c) Department Of Development And 160.02 (g)(2) Building Department Of Chapter 160 Employee Compensation; Section 1541.03 Use And Storage Of Chapter 1541 Liquefied Petroleum Gas; Sections 1701.01 Definitions And 1701.08 Abatement Of A Public Nuisance By The Board Of Nuisance Abatement Of Chapter 1701 General Provisions; And Section 1711.02 Amendments, Deletions And Modifications To The International Property Maintenance Code Of Chapter 1171 General Provisionsof the Code of Ordinances of the City of Reynoldsburg be and are hereby amended to read as follows:

See Exhibit "A" attached hereto and incorporated herein.

SECTION 2. That existing Section 154.03 of Chapter 154; 160.02(c) and 160.02 (g) of Chapter 160; Section 1541.03 of Chapter 1541; Sections 1701.01 and 1701.08 of Chapter 1701 and Section 1711.02 of Chapter 1711 be and are hereby repealed and replaced.

SECTION 5. That upon adoption by Council this ordinance shall be in effect thirty days following signature by the Mayor.

_____
Doug Joseph, President of Council

ATTEST: _____
April L. Beggerow, Clerk of Council

APPROVED: _____DATE_____
Bradley L. McCloud, Mayor

Attachment: Amend Code Moving Building to Development (Amending Code Moving Building Dept to Development)

CERTIFICATE

I, April L. Beggerow, Clerk of Council, City of Reynoldsburg, Ohio do hereby certify the foregoing to be a true and correct copy of Ordinance No. ___ as passed by Council of said City on the ____th day of ____ and as recorded in the Record of Proceedings of said Council.

_____
April L. Beggerow, Clerk of Council

Filed with Mayor: _____

Attachment: Amend Code Moving Building to Development (Amending Code Moving Building Dept to Development)

154.03 DIRECTOR DUTIES AND RESPONSIBILITIES.

(a) The Director shall make all necessary administrative rules and regulations for the operation of the Department, subject to the approval of the Mayor.

(b) The Director will assist in all land development, land use planning, the implementation of a Comprehensive Plan, Economic Development, **Building, Housing, Property Maintenance** and Zoning **regulations** for the City of Reynoldsburg.

(c) The Director shall provide resource information, materials, and support to the Planning Commission; will assist the commission with long-range comprehensive planning for the city and developing land use policy impacting the development of the city for presentation to Council and consideration for adoption; and will initiate plan amendments to a Comprehensive Plan.

(d) The Director shall be responsible for the development of an Economic Development Plan, economic development activities ~~and~~ **, the Building Division, Code Compliance Division, and the Planning & Zoning Division.**

(e) The Director will assist with marketing commercial sites and properties to secure business in the community. The Director will oversee all new commercial and industrial development in the city.

(f) The Director will communicate, assist and provide support to the community improvement corporations and with the assistance of the community improvement corporations will concentrate on business retention and expansion, recruitment of new business that is compatible with a Comprehensive Plan.

(g) The Director shall keep the Council fully advised concerning development issues in the City of Reynoldsburg, and shall make regular reports regarding development to Council in a format and frequency to be determined by Council and the Mayor, and shall provide the Mayor and the Council with information necessary for the budgeting and appropriation of expenditures related to city development activities.

(Ord. 109-97. Passed 9-8-97.)

Attachment: Amend Code Moving Building to Development (Amending Code Moving Building Dept to Development)

160.02 AUTHORIZED POSITIONS, PERSONNEL, CLASSIFICATION AND PAY GRADE.

(c) DEPARTMENT OF DEVELOPMENT

Development Director	1	Unclassified	21
Development Director Administrative Assistant	1	Unclassified	10
Planning and Zoning Administrator	1	Classified	19
Chief Building Official	**1**	**Classified**	**19**
Asst. Chief Building Inspector	**1**	**Classified**	**17**
Building Inspector I	**3**	**Classified**	**14**
Administrative Assistant	**1**	**Classified**	**11**
Code Compliance Officer	**2**	**Classified**	**6**

(g) SERVICE DEPARTMENT

(1)

Director of Public Service Service Director	1	Unclassified	25
Administrative Assistant	1	Unclassified	13
Secretary	1	Classified	8
Maintenance Foreman	1	Classified	14
Custodian	2	Classified	5
Maintenance Crew Leader	1	Classified	9

~~**(2) Building Division**~~

~~**Chief Building Official**~~	~~**1**~~	~~**Classified**~~	~~**19**~~
~~**Asst. Chief Building Inspector**~~	~~**1**~~	~~**Classified**~~	~~**17**~~
~~**Building Inspector I**~~	~~**3**~~	~~**Classified**~~	~~**14**~~
~~**Administrative Assistant**~~	~~**1**~~	~~**Classified**~~	~~**11**~~
~~**Code Compliance Officer**~~	~~**2**~~	~~**Classified**~~	~~**6**~~

Attachment: Amend Code Moving Building to Development (Amending Code Moving Building Dept to Development)

1541.03 USE AND STORAGE.

No person shall store liquefied petroleum gases in the City unless he has been issued a permit to store the same by the ~~**Public Service Director**~~ **BUILDING OFFICIAL** or his designate or fail to comply with the terms of any such permit.

A person desiring a permit to store liquefied petroleum gases shall make application for a permit in such form as the Public Service Director or his designate shall prescribe. The ~~**Director**~~ **BUILDING OFFICIAL** shall cause such investigation as he deems necessary to be made and shall issue such permit if he determines that all LPG installations have met the minimum requirements as set in the latest N. F. P. A. Pamphlet No. 58 and by local requirements.

The following local requirements shall be met and conformed to:

(a) All LPG tanks shall be approved by either A.S.M.E. (American Society of Mechanical Engineers), D.O.T. (Department of Transportation), or B.T.C. (Board of Transit Commissioner for Canada). It will not be necessary for the Fire Prevention Bureau to witness air test on these tanks. (New tanks only).

(b) No tanks or parts thereof, shall be installed or buried underground.

(c) Tank(s) in excess of 500 gallon aggregate water/capacity, where the LPG is removed as a gas, shall be installed with two regulators.

(d) In the case of tank(s) installations of less than 500 gallon aggregate water/capacity where tank(s) are more than ten feet from any building, two regulators shall be installed. All regulators to be installed per standard good practices.

(e) To aid in preventing LPG leaks at the tank, piping and regulator(s) shall be installed as rigidly as possible.

(f) To aid in preventing LPG leak at buildings, all piping and regulators shall be anchored to the building to prevent their movement.

(g) The opening going through any building wall for LPG piping shall be sleeved for each individual pipe.

(h) All copper piping or tubing shall be Type "K" only.

(i) All piping used on tanks 1500 gallon aggregate water/capacity add over shall use rigid piping of either Schedule 40 or Schedule 80.

(j) If Schedule 40 piping is used, it shall have welded joints only.

(k) If Schedule 80 piping is used, it may have threaded joints. Any threaded fittings used with Schedule 80 pipe shall be of heavy-duty type.

(l) Installations where tanks are ten feet or more from any building shall have all piping underground and shall be solidly coated and/or wrapped or jacketed with a plastic covering designed for underground installation with the plastic covering ends weather-sealed twelve inches above finish grade.

(m) All piping buried underground shall be buried a minimum of twenty-four inches, backfilled with sand, clean fill earth, or #10 grids four inches minimum completely around the piping.

(n) Piping shall not be covered until it has been inspected and approved by the ~~**Director**~~ **BUILDING OFFICIAL** or his designate. Required inspection shall be an observed pressure test for thirty minutes, using nitrogen or other inert gas or compressed air, at a pressure of 200 pounds.

(o) All installations shall be inspected and approved by the ~~**Public Service Director**~~ **BUILDING OFFICIAL** or his designate. This inspection and approval also includes temporary installations. A final inspection of the entire system shall be made by the Director or his designate. Under no circumstances shall any LP gas product be placed into tanks until this final inspection and approval has been made and a permit has been issued by the Director or his designate.

Attachment: Amend Code Moving Building to Development (Amending Code Moving Building Dept to Development)

Depending upon the size of LPG tank, a test pressure of 125 pounds shall be accomplished by using compressed air (bottle or compressor) or other inert gas.

(p) With the exception of private single dwellings, all LPG installations of 500 gallon aggregate water/capacity and over shall be enclosed within a man-proof type fence. The completed fence shall be six feet in height, composed of a five-foot high chain link fencing topped by three strands of barbed wire at a forty-five degree angle pointing toward the tank.

These same installations, when installed in an area subject to damage by motor vehicles, shall be protected by minimum four inch hollow steel type posts, concrete filled, four feet in height, with a minimum of thirty inches imbedded below grade and set in concrete. Posts shall be spaced at a maximum distance of sixty inches apart.

(q) The immediate tank area shall be paved or chemically defoliated permanently.

(r) All installations of twenty gallon water capacity aggregate or more shall first be approved by submission of two copies of drawings or plans indicating the following:

(1) Location of tanks in regard to building and property lines.
(2) Size and number of tanks.
(3) Address and name of business for whom it is being installed.
(4) All piping, including size, type, welded, screwed or flared and fittings.
(5) Location of all regulators.
(6) Fencing.
(7) Fire extinguisher coverage location. (3A30BC minimum).
(8) Shut-off valves, type and location.
(9) Vaporizers, if any.
(10) Name and address of firm doing the work.

After the completion of each installation, there shall be a letter certified to the City of Reynoldsburg, ~~**Public Service Director**~~ **BUILDING OFFICIAL**, as to conformance to the N.F.P.A. Pamphlet #58 and the local requirements.

(s) Any installations not meeting the requirements of this chapter shall be condemned and shall not be used until corrected and ~~**approval by the Director or his designate**~~ **APPROVED BY THE BUILDING OFFICIAL.**

Attachment: Amend Code Moving Building to Development (Amending Code Moving Building Dept to Development)

1701.01 DEFINITIONS.

For purposes of this Code, the following definitions shall apply:

(a) "Public nuisance." Any lot, parcel, garage, shed, barn, house, building or structure or part thereof shall be deemed to be a public nuisance if by reason of the condition in which it is permitted to be or remain, it shall or may endanger the health, life, limb or property of any person or persons, or cause any hurt, harm, damage, injury or loss to any persons in any one (1) or more of the following ways, means or particulars:

(1) By reason of being dilapidated, decayed, unsafe or unsanitary, it is detrimental to health, morals, safety, public welfare and the well-being of the community, endangers life or property, or is conductive to ill health, delinquency and crime.

(2) By reason of being a fire hazard.

(3) By reason that the conditions of the public nuisance and its surrounding grounds are not reasonably or adequately maintained thereby causing deterioration and creating a blighting influence or condition on nearby properties and thereby depreciating the value, use and enjoyment of such properties to such an extent that it is harmful to the public health, welfare, morals, safety and the economic stability of the area, community or neighborhood in which such a public nuisance is located.

(b) "Owner" means the owner or owners of record on the tax records of the County Auditor's office and shall also include any purchaser or purchasers who are buying under a land contract which is recorded in either the miscellaneous records or the mortgage records of Franklin, Licking or Fairfield Counties.

(c) "Director" means the ~~**Director of Public Service**~~ **Director of Development of the City**.

(d) "Building Official" means the Building Official, a Code Officer or other designee of the City.

(Ord. 21-16. Passed 3-28-16.)

1701.08 ABATEMENT OF A PUBLIC NUISANCE BY THE BOARD OF NUISANCE ABATEMENT.

(a) Upon failure of the property owner to abate a nuisance:

(1) Upon the expiration time of the special permit;

(2) If no special building permit was issued within forty-five (45) days of completion of service of the written order of the Board of Nuisance Abatement; or

(3) Within fourteen (14) days of the expiration of the right to appeal by the owner pursuant to Section 1701.06 hereof or the Ohio Revised Code.

The ~~**Director of Public Service**~~ **Director of Development** is hereby authorized to cause entry upon such premises, and the owner shall permit such entry, to abate the nuisance by demolition and removal of the structure, or by boarding all windows, exterior doors and other openings to secure the structure and by removal of litter and cutting of rank growth that may be present.

(b) In abating such nuisances the Director shall obtain the abatement thereof as provided by the Charter and Codified Ordinances relating to construction, and the cost of such contract shall be paid for from City funds except that in the case of boarding to abate the nuisance as provided for in this section, the City may elect to do so by using its own employees and materials the costs of such abatement shall be recovered from the owner in the following manner:

(1) The owner shall be billed for the cost of the abatement by mailing such bill to the owner by certified U.S. mail with return receipt requested, or by personally serving the owner with a copy of such bill. If service of such bill is not perfected by either of the hereinbefore described

Attachment: Amend Code Moving Building to Development (Amending Code Moving Building Dept to Development)

methods, then the billing notice shall be published in a newspaper of general circulation in the City and a newspaper of general circulation in the county for two (2) consecutive weeks.

(2) If the owner fails to pay for the cost of such abatement within thirty (30) days after receipt of the bill, or after the publication of the second notice in the aforesaid newspaper, the Director shall cause the cost of the abatement to be either certified to the County Treasurer and levied as a special assessment against the property which was the subject of the abatement action, and recovered in the manner provided for the recovery of special assessments; or shall be collectible, together with any interest thereon, by suit, as other debts of like amounts are collectible.

Attachment: Amend Code Moving Building to Development (Amending Code Moving Building Dept to Development)

CHAPTER 1711 GENERAL PROVISIONS

1711.02 AMENDMENTS, DELETIONS AND MODIFICATIONS TO THE INTERNATIONAL PROPERTY MAINTENANCE CODE.

The International Property Maintenance Code is amended and revised as follows. All section numbers correspond to the International Property Maintenance Code, 2003 Edition.

Chapter 1

101.1 Title.
These regulations shall be known as the Property Maintenance Code of the City of Reynoldsburg hereinafter referred to as "this code."
102.3 Application of other codes.
Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the current Building Code. Nothing in this code shall be construed to cancel, modify or set aside any provision of the current Planning & Zoning Code.

SECTION 103 DEPARTMENT OF PROPERTY MAINTENANCE INSPECTIONCODE OFFICIAL

103.1 General.
~~**The department of property maintenance inspection is hereby created and the executive official in charge thereof shall be known as the code official**~~. The ~~**Director of Public Service**~~ **Director of Development** shall be charged with enforcing this Code. All references to the Code Official shall be considered to apply to the director or their designee.
If the costs are not paid, the Director shall report the outstanding costs to Council. Upon receipt of this report and approval thereof by Council, the Clerk of Council shall make a return in writing to the County Auditor of such charges which shall be entered upon the tax duplicate of the County, in accordance with Ohio R.C. 731.54.

111.1 Application for appeal.
Any person directly affected by a decision of the Code Official or a notice or order issued under this code ~~**or any other section of the Codified Ordinances for which no administrative appeal procedure exists**~~, shall have the right to appeal to the Board of Zoning and Building Appeals, provided that a written application for appeal is filed within fourteen (14) days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

Attachment: Amend Code Moving Building to Development (Amending Code Moving Building Dept to Development)

OFFICE OF THE MAYOR

Brad McCloud
7232 EAST MAIN STREET
REYNOLDSBURG, OHIO 43068
(614) 322-6809 phone
(614) 322-6866 fax

MEMORANDUM

DATE: **October 5, 2018**

TO: **April Beggerow, Clerk of Council**

CC: **City Council**

RE: **Legislative request**

I will not be approving Councilman Baker's legislative request to transfer the duties of the Building Department from the Service Department to the Development Department.

Perhaps a refresher course on the branches of government and their respective responsibilities is in order for Mr. Baker.

Attachment: 2018-10-5 Memo from Mayor (Amending Code Moving Building Dept to Development)

City of Canal Winchester: ARTICLE VI

6.03 Department of Development.

(A) The Department of Development shall be headed by the Director of Development, who shall be appointed by the Mayor to serve at the pleasure of the Mayor and may be removed by the Mayor without cause.

(B) The Director of Development, through the Department of Development, shall be responsible for the administration of building inspections, housing inspections and zoning inspections and all administrative matters pertaining to inspection services including the issuance of permits and the enforcement of building, zoning and housing codes, subject to the provisions set forth in the Municipality's ordinances and resolutions. The Director and the Department of Development shall also work closely with the Planning and Zoning Commission, and shall administer the Municipality's planning activity not delegated to the Planning and Zoning Commission pursuant to this Charter or ordinances and resolutions of the Municipality. The Director of Development and the Department of Development shall administer and coordinate the Municipality's efforts and activities with respect to economic development within the Municipality. The Director and Department of Development shall have additional powers, functions and duties as provided in this Charter, the ordinances and resolutions of the Council and the laws of Ohio and as directed by the Mayor.

6.05 Department of Public Service.

(A) The Department of Public Service shall be headed by the Director of Public Service, who shall be appointed by the Mayor to serve at the pleasure of the Mayor and may be removed by the Mayor without cause.

(B) The Department of Public Service shall consist of a Division of Water, a Division of Water Reclamation, a Division of Streets, Lands & Buildings, a Division of Urban Forestry, a Division of Storm water, a Division of Parks and such other Divisions or units as created, from time to time, by ordinance or resolution. The Director of Public Service shall direct and control the activities and work of the Department of Public Service with respect to the Municipality's utilities, including but not limited to water and sewer, and the Municipality's street, highways and other public grounds. The Department of Public Service and the Divisions thereof shall have such powers, duties and functions as provided by the Charter, ordinance or resolution and the general laws of Ohio and as directed by the Mayor.

Attachment: 2018-10-22 Dev Building Docs (Amending Code Moving Building Dept to Development)

City of Springfield: Chapter 129

129.01 Department of Community Development

DEPARTMENT ESTABLISHED.

A Department of Community Development is hereby established. The department consists of the Director of the Department of Community Development and such other officers and employees as are appointed. The department shall promote and protect equal opportunities within the City; administer the fair housing and human relations ordinances and policies of the City and the Human Relations Board; administer and enforce the minority business enterprise ordinances of the City; coordinate and administer the City's housing programs; and coordinate neighborhood activities. The department shall foster safe and orderly development within the City; coordinate administration of the department, coordinate Community Development Block Grant, Urban Development Action Grant, Economic Development Administration and similar federally-funded economic development programs and activities; supervise the planning, subdivision, and zoning responsibilities of the City; administer and enforce the building, heating, electrical, housing, and property maintenance codes of the City; coordinate the City's nuisance abatement efforts; and perform such other duties as required by City Charter or ordinance.

(Ord. 08-111. Passed 4-8-08.)

129.04 CODE ENFORCEMENT DIVISION.

A Code Enforcement Division of the Department of Community Development is hereby established. The Code Enforcement Division shall administer and enforce the Housing Maintenance Code, enforce the Zoning Code, and work to abate public nuisances.

(Ord. 04-347. Passed 11-23-04.)

141.01 DEPARTMENT ESTABLISHED.

A Service Department is hereby established. The Department consists of the Service Director and such other officers and employees as are appointed. All authority, responsibilities and duties vested in the offices of Director of Utilities and of Director of Public Works prior to December 31, 2000, are, on and after December 31, 2000, vested in the Service Director.

(Ord. 00-456. Passed 12-19-00.)

141.02 PUBLIC WORKS

The Service Department shall maintain and regulate the use of City streets and grounds; administer and enforce the City's tree ordinances; maintain the City's motor vehicles and rolling stock together with an inventory of parts and supplies; and perform such other duties as required by City Charter and ordinance.

Attachment: 2018-10-22 Dev Building Docs (Amending Code Moving Building Dept to Development)

The Service Department shall furnish, maintain and operate the City's water and sewer utilities and perform such other duties as required by City Charter and ordinance.

(Ord. 00-456. Passed 12-19-00.)

City of Ashland, Ohio

133.02 DIVISIONS.

The following divisions are created within the Department of Public Services:

(a) Street Division.

(b) Sewage and Sewers Division.

(c) Engineering Division.

(d) Sanitation Division.

(e) Water Division.

(f) Park and Recreation Division.

(Ord. 76-67. Passed 12-28-67.)

148.01 ESTABLISHED; AUTHORITY.

The City of Ashland Building Department is hereby established.

The Building Department shall have full authority to enforce all laws, statutes and regulations as provided and authorized in the Ohio Revised Code and the Ohio Administrative Code pursuant to the Certification approved by and Certification rule adopted by the Ohio Board of Building Standards. (Ord. 22-13. Passed 5-21-13.)

Mansfield, Ohio

CHAPTER 137 Department of Public Safety and Service (point of reference)

137.01 MERGER OF OFFICES.

(a) Under authority of Ohio R.C. 733.03, the positions and offices of Safety Director and Service Director are hereby declared to be merged and combined as a single official office with all the powers and duties of the Service Director and the Safety Director as are established by law and the Codified Ordinances.

Attachment: 2018-10-22 Dev Building Docs (Amending Code Moving Building Dept to Development)

(b) The position of Public Works Director is hereby created and shall be responsible for those matters specifically directed to him pursuant to these Codified Ordinances and such other departments or matters specifically directed to him by the Mayor.

(c) Under authority of Ohio R.C. 737.01, whoever shall be appointed Safety-Service Director by the Mayor need not be a resident of Richland County, Ohio at the time of appointment, but shall become a resident of Richland County, Ohio within six months of the appointment.

(Ord. 12-056. Passed 3-6-12.)

City of Wooster

CHAPTER 123 Department of Administration

123.04 COMMUNITY SERVICE AND DEVELOPMENT DEPARTMENT.

There shall be a Community Service and Development Department with the following divisions: Building Standards, Recreation and Community Center, Planning and Zoning, and Economic Development. The Mayor may designate a Community Services and Development Director, or designate a division manager within the Development Department to assume the additional responsibilities of the Development Director. The division managers in the Community Service and Development Department shall have control and supervision over the employees and work in their divisions.

(Ord. 2013-32. Passed 8-19-13.)

123.06 PUBLIC WORKS DEPARTMENT.

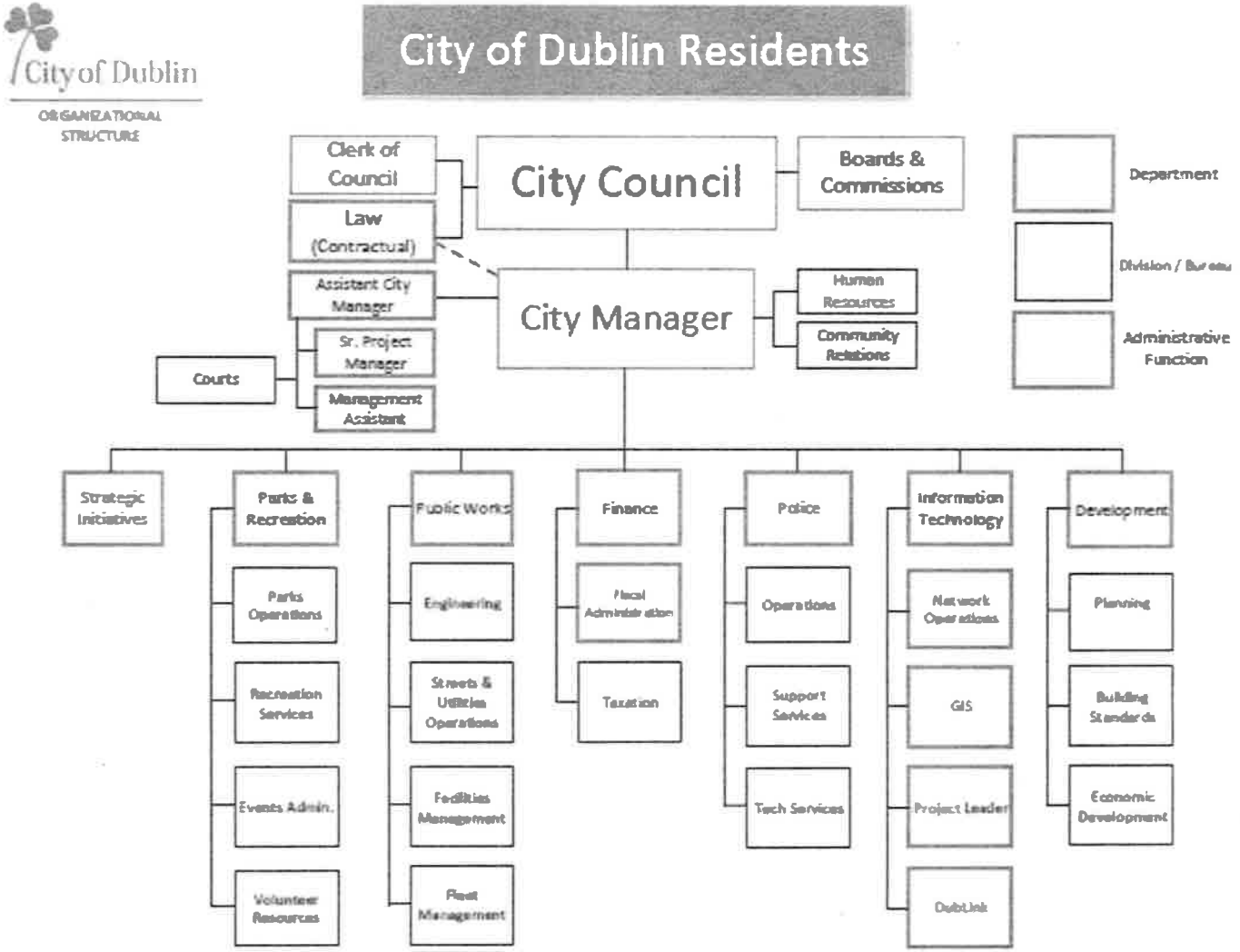
There shall be a Department of Public Works with the following divisions: Public Properties Maintenance; Engineering; and Utilities. The Mayor may designate a Director of Public Works or designate a division manager within the Public Works Department to assume the additional responsibilities of Public Works Director. The division managers in the Department of Public Works shall have control and supervision over the employees and work in their division.

(Ord. 2013-32. Passed 8-19-13.)

Attachment: 2018-10-22 Dev Building Docs (Amending Code Moving Building Dept to Development)

City of Dublin

ORGANIZATIONAL STRUCTURE



Service Department
Bill Sampson
7232 E. Main Street
Reynoldsburg OH 43068
614-322-6884 Phone

ORDINANCE REQUEST

DATE:	**December 10, 2018**
TO:	**Public Service and Transportation Committee**
RE:	**ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE SOLID WASTE AUTHORITY OF CENTRAL OHIO (SWACO)TO ACCEPT A COMMUNITY RECYCLING CART GRANT; AND DECLARING AN EMERGENCY.**

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak

Emergency/Suspension: Emergency

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

SWACO is providing a grant of $22.50 per household to communities in SWACO's district who are purchasing 65 gallon or 95 gallon recycling carts for their residential homes. SWACO and the City of Reynoldsburg was awarded a grant from The Recycling Partnership for $7.00 per recycling cart, which will be used to pay a portion for the purchase of the recycling carts. SWACO was also awarded a grant of $1.00 per household for educational campaign materials totaling approximately $10,705, which will be used to rollout the switch to cart-based recycling.

Reason for emergency: To have legislation in effect by Jan 1, materials were only just received. Request emergency upon 3rd read.

Solid Waste Authority of Central Ohio

Community Recycling Cart Grant Agreement

This Community Recycling Cart Grant Agreement ("Agreement") is made and entered into by and between the Solid Waste Authority of Central Ohio ("SWACO"), a regional solid waste authority established pursuant to Ohio Rev. Code §343.011 ("SWACO"), and the City of Reynoldsburg ("Grantee"), a municipal corporation and political subdivision created and existing under the Constitution and the laws of the state of Ohio with a business address of 7232 E. Main Street, Reynoldsburg, Ohio 43068.

WITNESSETH THAT:

WHEREAS, pursuant to its amended Solid Waste Management Plan ("Plan"), SWACO implements programs to increase solid waste reduction, reuse, and recycling necessary to achieve a fifty percent (50%) diversion rate by 2020 and a seventy-five percent (75%) diversion rate by 2032;

WHEREAS, wheeled recycling carts have proven to be a "best practice" in residential curbside recyclable collection, resulting in higher per household diversion, higher participation rates, greater collection efficiency and lower collection costs;

WHEREAS, pursuant to SWACO Resolution No. 042-18, SWACO is providing a grant of Twenty-Two and 50/100 Dollars ($22.50) per household to communities in SWACO's District who are purchasing sixty-five (65) gallon or ninety-five (95) gallon recycling carts ("Recycling Cart") for their residential homes as replacement to their current bin-based recyclable collections;

WHEREAS, Grantee is a community in SWACO's District that will be distributing a Recycling Cart to each of its approximately ten thousand seven hundred five (10,705) eligible households;

WHEREAS, in furtherance of the Grantee switching to cart-based recycling and pursuant to SWACO Resolution No. 047-18, SWACO will make the initial purchase of the Recycling Carts and allow the Grantee to reimburse SWACO for its portion of the purchase, which amounts to approximately Twenty-Two and 52/100 Dollars ($22.52) per cart, over a three (3) year period;

WHEREAS, SWACO applied for and was awarded a grant from The Recycling Partnership for Seven Dollars ($7.00) per Recycling Cart, which will serve to pay a portion of the Grantee's share for the purchase of the Recycling Carts and will be paid to SWACO as reimbursement for the advance funds;

WHEREAS, as part of the grant from The Recycling Partnership, SWACO was awarded One Dollar ($1.00) per household for educational campaign materials totaling approximately Ten Thousand Seven Hundred Five Dollars ($10,705.00), plus access to educational campaign materials, which will be used by SWACO and the Grantee to rollout this switch to cart-based recycling;

WHEREAS, SWACO and Grantee agree to perform in compliance with the terms, promises, conditions, and assurances as outlined in this Agreement.

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

Section I – Grant Funds:

A. SWACO hereby awards to Grantee funding in an amount not to exceed Twenty-Two and 50/100 Dollars

Attachment: Recycling Cart Grant Agreement - SWACO and Reynoldsburg (11.6.18) (SWACO Community Recycling Grant)

($22.50) per sixty-five (65) gallon Recycling Cart for each of the approximate ten thousand seven hundred five (10,705) eligible households ("Eligible Households") totaling approximately Two Hundred Forty Thousand Eight Hundred Sixty-Two and 50/100 Dollars ($240,862.50) ("Grant Funds") for the purpose of purchasing and distributing a Recycling Cart to each household switching to cart-based recycling. The Parties recognize that the total number of Eligible Households may be reasonably adjusted, as determined solely by SWACO, for unanticipated households discovered during distribution of the Recycling Carts and, therefore, the total number of Recycling Carts purchased may vary, impacting each Parties' total Purchas Price, as described below in Section II, in proportion to the variance.

B. SWACO will apply The Recycling Partnership grant award of One Dollar ($1.00) per Eligible Household, totaling approximately Ten Thousand Seven Hundred Five Dollars ($10,705.00), towards educational campaign materials which SWACO and the Grantee will develop and implement pursuant to Section IV.E. of this Agreement. Some portion of this One Dollar ($1.00) per Eligible Household grant award may be used by SWACO to reimburse Grantee for allowable expenditures made towards the educational campaign, at SWACO's sole and complete discretion.

Section II – Purchase of Recycling Carts: SWACO will make the initial purchase of the Recycling Carts on behalf of the Grantee. It is estimated that it will cost approximately Forty-Five and 02/100 Dollars ($45.02) for each 65-gallon Toter brand Recycling Cart for each Eligible Household for a total purchase price of approximately Four Hundred Eighty-One Thousand Nine Hundred Thirty-Nine and 10/100 Dollars ($481,939.10) ("Purchase Price").

A. SWACO will apply the Grants Funds towards the Purchase Price of the Recycling Carts.

B. SWACO shall provide advance funding for the Grantee's share of the Purchase Price in the amount of approximately Twenty-Two and 52/100 Dollars ($22.52) per Recycling Cart totaling approximately Two Hundred Forty-One Thousand Seventy-Six and 60/100 ($241,076.60).

C. SWACO will apply the Seven Dollars ($7.00) per Recycling Cart for each Eligible Household from The Recycling Partnership grant towards the Grantee's share of the Purchase Price in the amount of approximately Seventy-Four Thousand Nine Hundred Thirty-Five and 00/100 Dollars ($74,935.00) pursuant to the terms below in Section III.

D. SWACO will allow Grantee to reimburse SWACO its remaining share of the Purchase Price of approximately Fifteen and 52/100 ($15.52) per Recycling Cart totaling approximately One Hundred Sixty-Six Thousand One Hundred Forty-One and 60/100 Dollars ($166,141.60) over a three-year period pursuant to the terms below in Section III.

Section III – Payment Terms: SWACO shall provide advance funding for Grantee's share of the Purchase Price, as provided above in Section II, pursuant to the following terms:

A. If the Seven Dollars ($7.00) per Recycling Cart grant from The Recycling Partnership is terminated or funds are not received by SWACO, for whatever reason, Grantee shall be solely responsible for repaying SWACO for the advance funding in the amount of approximately Seventy-Four Thousand Nine Hundred Thirty-Five and 00/100 ($74,935.00) pursuant to the terms below in Section B.

B. Grantee shall be responsible for reimbursing SWACO for its share of Purchase Price over a three-year term as follows:

1. Grantee shall have a semiannual payment due on or before June 1 and December 1 of each

Attachment: Recycling Cart Grant Agreement - SWACO and Reynoldsburg (11.6.18) (SWACO Community Recycling Grant)

year ("Semi-Annual Payment"), a copy of the payment schedule is attached hereto and incorporated herein as Exhibit A.

2. SWACO shall not charge Grantee interest over the three-year repayment period.

3. Grantee shall be charged an administrative fee of Two Hundred Fifty Dollars ($250.00) for each Semi-Annual Payment for SWACO's management and accounting of the advanced funds.

4. The Semi-Annual Payment and administrative fee shall be due and paid, without notice or demand, as such place as SWACO may have designated, and in the absence of such designation, at SWACO's principle place of business located at 4239 London-Groveport Road, Grove City, Ohio 43123.

5. The obligation of Grantee to pay the Semi-Annual Payment and administrative fee shall be absolute and unconditional, and such payment shall be payable without any rights of termination, set-off, recoupment, deduction, defense or counterclaim that Grantee might have against SWACO or any other person, and without abatement, suspension, deferment, diminution or reduction for any reason or as the result of any occurrence whatsoever.

6. If the Semi-Annual Payment and administrative fee are not received by the due date, a finance charge of 1.5% per month shall be assessed.

7. Grantee may payoff the remaining portion of its share of the Purchase Price at any time within the three-year period without penalty and with no additional fees except for the applicable administrative fee for that payment.

8. If Grantee fails to make two (2) consecutive Semi-Annual Payments, SWACO reserves the right, in its sole and complete discretion, to demand that the unpaid balance of Grantee's share of the Purchase Price become immediately due and payable.

   (i) If SWACO determines, in its sole and complete discretion, that there is a reasonable justification for the default, SWACO will work with Grantee to determine an equitable process for curing the default without requiring the full unpaid balance immediately due and payable.

9. No delay or omission of SWACO in exercising any right hereunder shall operate as a waiver of such right or of any other right hereunder. A waiver on any one occasion shall not be construed as to bar to or a waiver of such right on any future occasion.

Section IV – Grantee's Obligations: Grantee's obligations hereunder shall be as follows:

A. Grantee agrees that the Recycling Carts shall remain the property of the Grantee throughout the term of this Agreement and will be utilized to collect residential curbside recycling for at least the duration of the curbside recycling collection contract in place on January 1, 2019.

B. Grantee agrees to work with SWACO, The Recycling Partnership, and the Recycling Cart vendor to brand the carts with the community name and other information deemed to be appropriate by the Grantee, SWACO and the Recycling Partnership.

Attachment: Recycling Cart Grant Agreement - SWACO and Reynoldsburg (11.6.18) (SWACO Community Recycling Grant)

C. Grantee shall include recognition of SWACO's support and acknowledgment that the project was partially funded by a grant from The Recycling Partnership. Grantee agrees to use whatever logo or language as requested by SWACO and The Recycling Partnership. Grantee shall provide SWACO with an opportunity to review and comment on any communication recognizing SWACO and The Recycling Partnership's contributions to the project and must obtain SWACO's prior written approval.

D. Grantee must participate in development and implementation of an educational campaign designed by SWACO and The Recycling Partnership for preparing the Eligible Households to receive and use their new Recycling Carts. Grantee agrees to participate in developing the education materials, which will be co-branded with the Grantee's logo.

E. For any allowable expenditures associated with the implementation of the education campaign for which the Grantee seeks reimbursement from SWACO pursuant to Section I.B. of this Agreement, Grantee must submit copies of all invoices, accompanied by proof that Grantee has made payment for the invoices in question. Acceptable proof of payment can include copies of canceled checks or Grantee finance system reports showing that the payment has been made.

F. Grantee agrees to participate in local press events related to The Recycling Partnership, which may include, but is not limited to, press release, interviews, ribbon cutting ceremonies, etc.

G. Grantee shall provide its residents with a recycling program under which recyclables are collected on a weekly basis.

H. Grantee shall not assess any additional charges to its residents that receive a Recycling Cart in addition to its standard monthly utility rate for waste and recycling services.

I. Grantee agrees to provide monthly tonnage data for up to three (3) years after the Recycling Carts are delivered to its Eligible Households.

J. Grantee agrees to work with Grantee's recycling hauler and collection processor to provide SWACO with pre-cart based curbside recycling set out rate date and monthly tonnage data for municipal solid waste, recyclables, and yard trimmings/organics, if applicable.

K. Grantee shall assist with other data collection, as requested by SWACO, relating to the Recycling Carts, cart set-out rates and other information pertaining to this Grant.

L. Grantee shall assist SWACO in working with Grantee's recycling hauler and collection processor to evaluate the current mix of recyclable materials collected residentially.

M. Grantee shall, if cost effective, print all publications resulting from this Grant double-sided on recycled-content paper with minimal thirty percent (30%) post-consumer recycled content.

N. Grantee shall update its website to communicate the basics of the roll-out of the Recycling Carts to its residents and other pertinent information.

Section V – Miscellaneous:

A. Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability as defined

in the Americans with Disabilities Act (ADA).

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

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

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

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

F. The laws of the State of Ohio, without regard to its own "choice of law" provisions, shall govern to the exclusion of the laws of any other jurisdiction in the interpretation and application of the terms, conditions, and provisions of this Agreement. Any action or proceeding pertaining to this Agreement shall be heard in a court of law having appropriate jurisdiction located in Franklin County, Ohio.

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

H. This Agreement shall remain in effect until Grantee has fully repaid SWACO for its share of the Purchase Price, including all applicable fees and finance charges. SWACO reserves the right, at any time after execution of this Agreement, and with or without cause, to terminate, revise, or extend the Grant in whole or in part, upon written notification to Grantee. Grantee, upon receipt of notice of termination, shall take all necessary and appropriate steps to minimize costs and obligations, including cancelling as many outstanding obligations as possible. If requested by SWACO, Grantee shall promptly furnish a report that describes the status of all work under this Agreement as of the date of receipt of the termination notice. Grantee agrees to waive any right to, and shall not claim for, additional compensation against SWACO by reason of such termination.

Attachment: Recycling Cart Grant Agreement - SWACO and Reynoldsburg (11.6.18) (SWACO Community Recycling Grant)

I. SWACO shall be entitled to recover all accounting, administrative, legal, and other expenses reasonably necessary for the preparation of the termination of the Agreement.

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

K. All notices to SWACO and Grantee shall be deemed to have been given and received when personally delivered or upon receipt as evidenced by a U.S. Postal Service Receipt for Certified Mail or by facsimile upon confirmation of receipt by recipient or by evidence of delivery by a private express mail service to the addresses specified above.

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

M. This Agreement and the attached exhibit represent the entire and integrated contract between SWACO and Grantee and supersede all prior negotiations, representations, agreements or contracts, either written or oral, between the parties hereto.

N. Neither SWACO's Board of Trustees, either individually or collectively, nor any SWACO official executing this Agreement or any modification hereto shall be subject to any personal liability by reason of such execution.

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

P. If any paragraph, term, condition or provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other paragraph, term, condition or provision of this Agreement, each of which shall be construed and enforced to the fullest extent of the law as if such invalid or unenforceable paragraph, term, condition or provision were not contained herein.

Q. The Parties acknowledge and recognize that each of them participated materially in the negotiation and drafting of this Agreement and had access to legal counsel during its negotiation and drafting.

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

S. The effective date of this Agreement is the date when the Executive Director of the Solid Waste Authority of Central Ohio signs this Agreement.

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

(I, we) have the authority to sign this Agreement and do so in (my/our) respective capacities:

GRANTEE:
The City of Reynoldsburg

By: _____ **Date:** _____
Print Name:
Title:

SWACO:
SOLID WASTE AUTHORITY OF CENTRAL OHIO

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

Approved as to Form:

_____
Law Director, The City of Reynoldsburg

Approved as to Form:

_____
Rebecca L. Egelhoff, Esq., Managing Counsel
Solid Waste Authority of Central Ohio

Attachment: Recycling Cart Grant Agreement - SWACO and Reynoldsburg (11.6.18) (SWACO Community Recycling Grant)

Mayor's Office
Brad McCloud
7232 E. Main Street
Reynoldsburg OHIO 43068
Phone

ORDINANCE REQUEST

DATE:	**December 10, 2018**
TO:	**Finance and Administration Committee**
RE:	ORDINANCE TO MAKE A FINAL APPROPRIATION FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF REYNOLDSBURG, STATE OF OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2019; AND DECLARING AN EMERGENCY.

Approval:

Completed Brad McCloud	Completed Jed Hood	Stephen Cicak

Emergency/Suspension: Emergency

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

Ordinance to make Final Appropriations for current and other expenditures of the City of Reynoldsburg, State of Ohio during fiscal year ending December 31, 2019.

City of Reynoldsburg

2019 Budget

Submitted by Brad McCloud

Attachment: 2019 Council 11092019 (2019 Budget Appropriations)

ORDINANCE NO. **PASSED**

ORDINANCE TO MAKE A FINAL APPROPRIATION FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF REYNOLDSBURG, STATE OF OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2019 AND DECLARING AN EMERGENCY

WHEREAS, various appropriations are required effective January 1, 2019, to provide for the current expenses and other expenditures associated with the operations of the City for the fiscal year ending December 31, 2019.

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

SECTION 1. That the following appropriations are hereby made in the General Fund (110):

Department	#	Personal Services (5100)	Supplies (5200)	Services (5300)	Debt (5400)	Other (5500)	Capital Purchases (5600)	2019 Budget Request
TRANSFERS	110	0	0	0			0	0
POLICE	111	9,033,402	493,000	769,480	0	0	811,400	11,107,282
MECHANIC	290	154,435	120,800	46,850	0	0	16,100	338,185
PARKS & RECR.	340	815,270	263,325	560,375	0	0	84,033	1,723,003
SENIOR CENTER	343	164,583	17,200	76,350	0	0	0	258,133
COMMUNITY EVENTS	344	92,926	13,310	160,485				266,721
SERVICE	448	548,766	22,200	590,110	0	0	0	1,161,076
BUILDING	479	370,318	10,000	83,300	0	0	0	463,618
MAYOR	522	132,883	800	38,000	0	0	0	171,683
CIVIL SERVICE	534	62,290	2,000	34,000	0	0	500	98,790
CITY AUDITOR	545	344,053	5,500	77,600	0	0	0	427,153
CITY ATTORNEY	554	516,327	3,400	89,204	0	0	0	608,931
CITY COUNCIL	571	191,146	2,000	62,400	0	0	0	255,546
DEVELOPMENT	580	276,869	3,750	346,250	0	0	15,000	641,869
HUMAN RE.	582	105,499	15,000	28,100	0	0	500	149,099
COMPUTER	584	0	13,000	399,600	0	0	330,000	742,600
CLERK OF COURTS	593	262,604	4,500	84,600	0	0		351,704
GENERAL ADMIN.	595	279,150	3,500	669,000	0	0	16,500	968,150
PUBLIC HEALTH	810			319,733				319,733
GENERAL FUND		**13,350,521**	**993,285**	**4,435,437**	**0**	**0**	**1,274,033**	**20,053,276**

SECTION 2. That the following appropriations are hereby made in the following funds:

Fund	#	Personal Services (5100)	Supplies (5200)	Services (5300)	Debt (5400)	Other (5500)	Capital Purchases (5600)	2018 Budget Request
INCOME TAX	220	70,959	600	30,700		2,306,000		2,408,259
COURT COMPUTER	211		16,000	27,000		15,000		58,000
STREET	260	635,516	293,500	145,630			149,600	1,224,246
STATE HIGHWAY	270		70,000	24,000				94,000
COPS IN SCHOOL	282							0
LAW ENFORCEMENT	290							0
DRUG ENFORCEMENT	291							0
SAFETY BELT PROG	292							0
DUI/EDUCTION	293							0
FEDERAL FORFEITURE	294							0
LAW ENFORC/ASST	295							0
EDWARD BYRNE	297							0
WATER	710	403,014	164,000	5,469,360	367,758		291,000	6,695,132
WASTEWATER	720	384,518	102,000	5,372,845	39,945		291,000	6,190,308
STORM WATER	740	304,208	47,000	1,024,890	120,227		65,600	1,561,925
REFUSE COLL.	750		2,000	2,815,000				2,817,000
PERMISSIVE LIC.	230							0
POLICE PENSION	240	200,000		3,000				203,000
SEWER CAPACITY	250			500	64,178			64,678
GENERAL DEBT	310				3,123,823			3,123,823
S. A. DEBT	320							0
TAYLOR SQ. DEBT	330				567,860			567,860
EMPLOYEE FUND	690							0
Taylor Sq Tif	970			50,000				50,000
BRICE-MAIN DEBT	971			4,500	81,800			86,300
KROGER TIF DEBT	972							0
SUMMIT RD TIF #1	973			2,000				2,000
TAYLOR RD TIF #1	974			500				500
TAYLOR RD TIF #2	975			100				100
TOTALS		**1,998,215**	**695,100**	**14,970,025**	**4,365,591**	**2,321,000**	**797,200**	**25,147,131**

Attachment: 2019 Council 11092019 (2019 Budget Appropriations)

SECTION 3. That the Income Tax Revenues shall be appropriated and disbursed pursuant to Ordinance No. 68-17 adopted by Reynoldsburg City Council on July 10, 2017.

SECTION 4. That the unencumbered balances as of December 31, 2018 shall be and are hereby appropriated in the Fiduciary Funds, and the Capital Improvement Project Funds, and that the revenues credited to the Fiduciary funds shall be appropriated upon receipt to the proper associated accounts. That the 2018 capital project encumbrances funded by OPWC are hereby reappropriated. The ending balance in the Water and Wastewater CIP revenue accounts for prior year will be appropriated in the general project account for the specific funds to be used later for approved projects.

SECTION 5. That the amounts of public contributions and reimbursements to the City shall be appropriated upon receipt to the proper associated accounts.

SECTION 6. That the amount of $ 567,861 shall be and is hereby appropriated in the Taylor Square School TIEF Fund (970) and transferred to the Taylor Square TIEF Debt Retirement Fund (330).

SECTION 7. That the amount of $ 990,000 shall be and is hereby appropriated in the Taylor Square School TIEF Fund (970) to comply with the TIF agreement.

SECTION 8. That the amount of $ 170,000 shall be and is hereby appropriated in the Brice-Main TIF Fund (971) to comply with the TIF agreement.

SECTION 9. That the City Auditor is hereby authorized to draw warrants on the appropriate funds, for payments from any of the foregoing appropriations, upon receiving proper certificates and vouchers therefore, approved by the officers authorized by law to approve same, or an ordinance of Council to make the expenditures; provided that no warrants shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with law or ordinance.

SECTION 10. That the effective date of the appropriations in this ordinance shall be January 1, 2019.

SECTION 11. That this ordinance is deemed to be an emergency measure necessary for the financial needs of the city and further for the reason that final appropriations for operation of the City beginning January 1, 2019 must be adopted by City Council prior to April 1, 2019; wherefore, upon adoption by Council this ordinance shall be in effect upon the signature by the Mayor.

Attachment: 2019 Council 11092019 (2019 Budget Appropriations)

UDGET	DEPARTMENT	Personal Services (5100)	Supplies (5200)	Services (5300)	Debt (5400)	Other (5500)	Capital Purchases (5600)	2019 Budget Request	2019 Estimated Revenue	2018 Final Budget	2017 Actual Expense	2016 Actual Expense	2015 Actual Expense	2014 Actual Expense	2013 Actual Expense
110-111-0000	POLICE	9,033,402	493,000	769,480	0	0	811,400	11,107,282		11,133,888	9,317,966	9,289,780	8,875,623	8,704,181	8,175,
110-290-0000	MECHANIC	154,435	120,800	46,850	0	0	16,100	338,185		350,929	240,649	234,729	221,253	217,706	239,
110-340-0000	PARKS & RECR.	815,270	263,325	560,375	0	0	84,033	1,723,003		1,778,156	1,207,562	1,279,293	963,901	951,653	784,
110-343-0000	SENIOR CENTER	164,583	17,200	76,350	0	0	0	258,133		424,735	189,391	200,931	314,285	153,502	168,
110-344-0000	COMMUNITY EVENTS	92,926	13,310	160,485	0	0	0	266,721							
110-448-0000	SERVICE	548,766	22,200	590,110	0	0	0	1,161,076		1,240,727	1,030,452	1,002,175	925,522	944,559	893,380
110-449-0000	ENGINEERING							0		0			0	2,772	78,158
110-479-0000	BUILDING	370,318	10,000	83,300	0	0	0	463,618		467,174	436,492	383,216	330,220	307,925	287,726
110-522-0000	MAYOR	132,883	800	38,000	0	0	0	171,683		262,859	157,070	189,287	194,211	193,731	204,851
110-534-0000	CIVIL SERVICE	62,290	2,000	34,000	0	0	500	98,790		118,756	75,675	72,699	63,720	53,232	50,788
110-545-0000	CITY AUDITOR	344,053	5,500	77,600	0	0	0	427,153		472,005	435,644	398,958	387,236	362,712	337,503
110-554-0000	CITY ATTORNEY	516,327	3,400	89,204	0	0	0	608,931		606,614	562,918	565,381	476,524	454,495	478,277
110-571-0000	CITY COUNCIL	191,146	2,000	62,400	0	0	0	255,546		260,473	216,226	223,052	206,947	172,331	186,458
110-580-0000	DEVELOPMENT	276,869	3,750	346,250	0	0	15,000	641,869		422,757	240,092	250,969	215,348	362,400	146,651
110-582-0000	HUMAN RE.	105,499	15,000	28,100	0	0	500	149,099		147,049	133,686	106,509	82,439	54,160	51,404
110-584-0000	COMPUTER	0	13,000	399,600	0	0	330,000	742,600		501,400	433,560	415,706	312,435	292,042	352,564
110-593-0000	CLERK OF COURTS	262,604	4,500	84,600	0	0	0	351,704		334,151	300,943	274,937	258,371	246,632	236,626
110-595-0000	GENERAL ADMIN.	279,150	3,500	669,000	0	0	16,500	968,150		1,223,286	637,659	660,798	645,762	610,131	459,396
110-810-0000	PUBLIC HEALTH	0	0	319,733	0	0	0	319,733		302,552	285,500	271,798	257,940	219,428	212,965
TOTAL	**GENERAL FUND**	**13,350,521**	**993,285**	**4,435,437**	**0**	**0**	**1,274,033**	**20,053,276**	**18,100,000**	**20,047,511**	**15,901,485**	**15,820,218**	**14,731,737**	**14,303,591**	**12,648,127**
220-564-0000	INCOME TAX	70,959	600	30,700	0	2,306,000	0	2,408,259		1,932,762	462,442	1,101,541	402,389	366,255	766,343
260-268-0000	STREET	635,516	293,500	145,630	0	0	149,600	1,224,246	1,415,000	1,703,366	812,522	1,237,706	1,085,882	1,049,402	866,750
270-268-0000	STATE HIGHWAY	0	70,000	24,000	0	0	0	94,000	111,500	94,000	41,104	167,750	159,786	92,893	142,116
710-735-0000	WATER	403,014	164,000	5,469,360	367,758	0	291,000	6,695,132	6,525,000	6,310,545	5,544,171	5,953,668	5,377,544	5,540,189	5,830,050
720-736-0000	WASTEWATER	384,518	102,000	5,372,845	39,945	0	291,000	6,190,308	6,105,000	5,666,783	5,295,698	5,511,808	6,796,975	4,942,690	5,999,803
740-737-0000	STORM WATER	304,208	47,000	1,024,890	120,227	0	65,600	1,561,925	1,350,000	1,482,157	1,249,921	1,168,788	632,187	513,640	468,020
750-738-0000	REFUSE COLL.	0	2,000	2,815,000	0	0	0	2,817,000	2,200,000	2,111,950	1,662,906	2,047,500	1,876,883	2,016,260	2,046,808
230-000-0000	PERMISSIVE LIC.	0	0	0	0	0	0	0		0					117,653
240-000-0000	POLICE PENSION	200,000	0	3,000	0	0	0	203,000	215,300	163,000	192,695	163,000	162,739	192,970	192,743
250-000-0000	SEWER CAPACITY	0	0	500	64,178	0	0	64,678	35,000	64,428	64,383	127,449	133,080	71,331	74,827
	TOTALS	**1,998,215**	**679,100**	**14,885,925**	**592,108**	**2,306,000**	**797,200**	**21,258,548**	**17,956,800**	**19,528,991**	**15,325,842**	**17,479,210**	**16,627,465**	**14,785,640**	**16,505,111**
211-000-0000	COURT COMPUTER	0	16,000	27,000	0	15,000	0	58,000	20,000	55,000	23,990	55,000	26,388	28,068	36,936
282-111-0000	COPS IN SCHOOL							0		0					
290-111-0000	LAW ENFORCEMENT							0		0			108,436	116,546	30,054
291-111-0000	DRUG ENFORCEMENT							0		0					0
292-111-0000	SAFETY BELT PROG							0		0					0
293-111-0000	DUI/EDUCTION							0		0					0
294-111-0000	FEDERAL FORFEITURE							0		0			17,115	95,756	8,592
295-111-0000	LAW ENFORC/ASST							0		0					0
297-111-0000	EDWARD BYRNE							0		0					7,549
310-000-0000	GENERAL DEBT	0	0	0	3,123,823	0	0	3,123,823	2,240,000	1,645,686	1,576,811	1,494,935	1,498,890	1,756,500	1,830,362
320-000-0000	S. A. DEBT							0		0					
330-000-0000	TAYLOR SQ. DEBT	0	0	0	567,860	0	0	567,860	567,860	568,675	574,382	605,598	601,348	606,347	603,522
690-000-0000	EMPLYEE FUND							0		0					2,339
970-000-0000	Taylor Sq Tif	0	0	50,000	0	0	0	50,000	1,560,000	45,000	26,120	39,000	1,291,496	1,764,450	2,046,808
971-000-0000	BRICE-MAIN DEBT	0	0	4,500	81,800	0	0	86,300	285,000	96,975	87,380	89,330	89,509	90,725	306,582
972-000-0000	KROGER TIF DEBT	0	0	0	0	0	0	0		1,500		1,200	35,111	35,082	39,711
973-000-0000	SUMMIT RD TIF #1	0	0	2,000	0	0	0	2,000	30,000	50	2	100	0	0	0
974-000-0000	TAYLOR RD TIF #1	0	0	500	0	0	0	500	18,000	1,000	265	350	248	192	309
975-000-0000	TAYLOR RD TIF #2	0	0	100	0	0	0	100	1,000	50	12	50	10	10	10
	TOTAL MISC FUNDS	**0**	**16,000**	**84,100**	**3,773,483**	**15,000**	**0**	**3,888,583**	**4,721,860**	**2,413,936**	**2,288,962**	**2,285,563**	**3,668,551**	**4,493,676**	**4,912,775**
	GRAND TOTALS	**15,348,736**	**1,688,385**	**19,405,462**	**4,365,591**	**2,321,000**	**2,071,233**	**45,200,407**	**40,778,660**	**41,990,438**	**33,516,289**	**35,584,991**	**35,027,753**	**33,582,908**	**34,066,013**

Attachment: 2019 Council 110920l9 (2019 Budget Appropriations)

INITIAL 2019 GENERAL FUND BUDGET

PREPARED November 9, 2018

Account Number	Account Description	2018 Adopted Budget	2018 Amended Budget	2019 Department Entry	Department Entry Comments
Fund: 110 - General Fund					
EXPENSES					
Department: 111 - Police Division					
5100 - Personal Services					
5101	Salary-Elected Officials/Director	46,062.0000	46,062.0000	0.0000	
5102	Wages-Staff	867,260.0000	867,260.0000	867,359.0000	
5104	Wages-Part time	87,832.0000	87,832.0000	85,332.0000	
5105	Overtime	350,000.0000	350,000.0000	350,000.0000	
5106	Longevity	56,550.0000	56,550.0000	51,550.0000	
5109	HSA Employer Funding	260,000.0000	260,000.0000	248,000.0000	
5111	Wages Chief	115,782.0000	115,782.0000	116,000.0000	
5113	Wages Enforcement	5,335,492.0000	5,335,492.0000	5,167,837.0000	deputy chief
5151	PERS Contribution	141,141.0000	141,141.0000	150,498.0000	
5152	PFDPF Contribution	966,192.0000	966,192.0000	884,477.0000	
5155	PERS Pickup	46,957.0000	46,957.0000	46,384.0000	
5161	Group Insurance	1,035,011.0000	1,035,011.0000	969,720.0000	
5166	Medicare	98,829.0000	98,829.0000	96,245.0000	
	Account Classification Total: 5100 - Personal Services	$9,407,108.00	$9,407,108.00	$9,033,402.00	
5200 - Supplies					
5201	Office Supplies	8,500.0000	9,568.0500	9,500.0000	
5202	Photo Copy Supplies	3,500.0000	3,500.0000	3,500.0000	
5203	Computer Supplies	20,000.0000	21,704.9400	18,000.0000	
5205	Small Tools/Minor Equipment	5,000.0000	5,074.9800	6,000.0000	
5206	Evidence	10,000.0000	10,000.0000	10,000.0000	
5207	Law Enforcement Supplies	85,800.0000	96,730.8700	93,000.0000	
5213	Repair and Maintenance Supplies	12,100.0000	12,100.0000	11,000.0000	
5241	Uniforms-Purchased	130,000.0000	132,119.0800	212,000.0000	
5251	MV Gas and Oil	120,000.0000	126,514.6000	130,000.0000	
	Account Classification Total: 5200 - Supplies	$394,900.00	$417,312.52	$493,000.00	
5300 - Services					
5311	Utilities	144,530.0000	157,848.0900	144,530.0000	
5321	Professional Training	50,000.0000	50,287.8400	55,000.0000	
5323	Publications	2,850.0000	2,850.0000	2,850.0000	

5324	Professional Association Dues	2,500.0000	2,500.0000	2,500.0000
5325	Educational Assistance	10,000.0000	10,654.3900	10,000.0000
5339	Misc Contract Services	72,000.0000	72,795.9300	83,600.0000
5351	Liability Insurance Deductible	25,000.0000	25,000.0000	25,000.0000
5361	Building Repair/Maintenance	70,000.0000	77,781.7900	132,500.0000
5362	Equipment Maintenance	50,000.0000	50,650.0000	72,000.0000
5363	MV Repair/Maintenance-External	22,000.0000	24,208.5000	27,000.0000
5366	Computer Maintenance	3,000.0000	3,000.0000	3,000.0000
5375	Prisoner Care	140,000.0000	144,700.5000	140,000.0000
5391	Postage	5,000.0000	5,165.0300	6,500.0000
5392	Fingerprinting Services	5,000.0000	6,188.0000	2,500.0000
5393	L.E.A.D.S Terminal	8,500.0000	9,100.0000	8,500.0000
5395	Printing/Advertising	15,000.0000	15,114.1800	15,000.0000
5396	Uniform Cleaning/Repairs	30,000.0000	32,530.0500	35,000.0000
5399	Other Miscellaneous Services	4,500.0000	4,500.0000	4,000.0000
	Account Classification Total: 5300 - Services	$659,880.00	$694,874.30	$769,480.00
5600 - Capital Purchases				
5631	Furniture and Fixtures	7,500.0000	8,435.5500	10,000.0000
5632	Motor Vehicles	475,000.0000	735,779.2000	575,000.0000
5633	Machinery and Equipment	99,500.0000	99,500.0000	93,000.0000
5634	Unmarked Vehicles	40,000.0000	40,000.0000	58,400.0000
5639	Other Equipment	50,000.0000	51,008.9700	75,000.0000
	Account Classification Total: 5600 - Capital Purchases	$672,000.00	$934,723.72	$811,400.00
	Department Total: 111 - Police Division	$11,133,888.00	$11,454,018.54	$11,107,282.00

Department: 290 - Mechanic

5100 - Personal Services					
5102	Wages-Staff	98,338.0000	98,338.0000	98,338.0000	
5106	Longevity	450.0000	450.0000	450.0000	
5109	HSA Employer Funding	8,000.0000	8,000.0000	8,000.0000	
5151	PERS Contribution	13,830.0000	13,830.0000	13,830.0000	
5161	Group Insurance	32,228.0000	32,228.0000	32,384.0000	
5166	Medicare	1,433.0000	1,433.0000	1,433.0000	
	Account Classification Total: 5100 - Personal Services	$154,279.00	$154,279.00	$154,435.00	
5200 - Supplies					
5201	Office Supplies	100.0000	100.0000	100.0000	
5203	Computer Supplies	200.0000	200.0000	200.0000	
5205	Small Tools/Minor Equipment	3,000.0000	3,000.0000	3,000.0000	
5213	Repair and Maintenance Supplies	90,000.0000	92,045.1800	110,000.0000	
5259	Operating Materials and Supplies	7,500.0000	7,500.0000	7,500.0000	
	Account Classification Total: 5200 - Supplies	$100,800.00	$102,845.18	$120,800.00	
5300 - Services					
5321	Professional Training	1,000.0000	1,000.0000	1,000.0000	
5362	Equipment Maintenance	3,000.0000	3,000.0000	3,000.0000	
5363	MV Repair/Maintenance-External	35,000.0000	40,291.5700	40,000.0000	
5397	Uniform Rental	1,350.0000	1,398.4200	1,350.0000	
5399	Other Miscellaneous Services	1,500.0000	1,500.0000	1,500.0000	
	Account Classification Total: 5300 - Services	$41,850.00	$47,189.99	$46,850.00	
5600 - Capital Purchases					
5632	Motor Vehicles	50,000.0000	50,000.0000	0.0000	
5633	Machinery and Equipment	4,000.0000	4,000.0000	16,100.0000	Tire Changer - Balancer - A/C Recycle Machine
	Account Classification Total: 5600 - Capital Purchases	$54,000.00	$54,000.00	$16,100.00	
	Department Total: 290 - Mechanic	$350,929.00	$358,314.17	$338,185.00	

Department: 340 - Parks and Recreation

5100 - Personal Services					
5101	Salary-Elected Officials/Director	86,914.0000	86,914.0000	86,914.0000	
5102	Wages-Staff	366,097.0000	366,097.0000	364,298.0000	
5105	Overtime	15,700.0000	15,700.0000	15,700.0000	Additional $8,000 for Tomato Festival
5106	Longevity	500.0000	500.0000	1,400.0000	
5109	HSA Employer Funding	32,000.0000	32,000.0000	30,000.0000	
5141	Wages-Seasonal Labor	100,000.0000	100,000.0000	110,000.0000	
5151	PERS Contribution	79,689.0000	79,689.0000	80,964.0000	
5161	Group Insurance	126,202.0000	126,202.0000	117,608.0000	
5166	Medicare	8,254.0000	8,254.0000	8,386.0000	
	Account Classification Total: 5100 - Personal Services	$815,356.00	$815,356.00	$815,270.00	
5200 - Supplies					
5201	Office Supplies	2,000.0000	2,000.0000	1,600.0000	
5203	Computer Supplies	1,500.0000	1,500.0000	1,500.0000	
5205	Small Tools/Minor Equipment	4,000.0000	4,000.0000	5,600.0000	Hand tools, pruners, loppers, hoses, sprinklers, landscape tools--$3,650; weedeater, chainsaw, surface cleaner for tennis courts--$1,950
5209	Chemicals	28,000.0000	28,000.0000	32,125.0000	Suppliers have informed the P&R Dept that prices will increase 5% for chemicals; $2 per bag for fertilizer; grass seed will most likely increase as well (saw a $.30 per lb increase from 2017 to 2018)
5213	Repair and Maintenance Supplies	53,000.0000	65,722.2600	80,000.0000	Adding butterfly garden at New Rodebaugh Park $7,000; Soil and Water Conservation Projects $15,000; Remaining $58,000--misc supplies for general park maintenance--paint, shop towels, restroom supplies, flags, mulch, Arbor Day trees, greenhouse supplies, hanging baskets, athletic field supplies
5215	Recreational Supplies	52,000.0000	58,277.7000	55,000.0000	Growth of leagues, replacement nets for soccer; replacement bases/anchors/pitching rubbers
5241	Uniforms-Purchased	1,500.0000	1,500.0000	2,500.0000	
5251	MV Gas and Oil	20,000.0000	20,108.2200	20,000.0000	
5252	Aggregates	17,000.0000	17,000.0000	17,000.0000	
5259	Operating Materials and Supplies	58,000.0000	58,000.0000	48,000.0000	
	Account Classification Total: 5200 - Supplies	$237,000.00	$256,108.18	$263,325.00	
5300 - Services					
5303	Community Events	24,300.0000	73,811.3700	10,000.0000	5K Race
5311	Utilities	29,000.0000	31,938.2800	36,000.0000	Civic Park Lease $4,300; Data Package 3-tablets $1500; Pine Quarry Camera $2,500; Lights in parks, greenhouse, cell phones, $27,700
5321	Professional Training	6,000.0000	6,550.0000	4,500.0000	
5322	Conference/Reimb	8,500.0000	9,075.0000	9,425.0000	Attend National Parks and Recreation Association Conf X 2 staff=$4,000; misc conference and reimbursements for mileage for 7 staff members $5,425

5323	Publications	0.0000	0.0000	250.0000	Professional Educational Literature and Subscriptions for Master Arborist
5324	Professional Association Dues	2,200.0000	2,530.0000	2,200.0000	
5338	Personal Service Contracts	72,000.0000	73,226.0000	55,000.0000	
5339	Misc Contract Services	120,000.0000	136,764.5200	360,000.0000	Streetscape Landscape contract $150,000; Streetscape Irrigation contract $30,000; Tree Work $20,000; Replacement Fencing Community Gardens $25,000; Concrete Pads Installed $35,000; Park Wayfinding signs $5,000; Equipment Rentals $5,000; Other Park Misc Contracts $76,000; Basketball Resurfacing $14,000
5361	Building Repair/Maintenance	63,500.0000	91,021.0300	52,000.0000	
5362	Equipment Maintenance	3,500.0000	3,500.0000	3,000.0000	
5391	Postage	1,000.0000	1,000.0000	1,000.0000	
5395	Printing/Advertising	23,000.0000	26,218.0000	23,000.0000	
5399	Other Miscellaneous Services	5,000.0000	5,000.0000	4,000.0000	
	Account Classification Total: 5300 - Services	$358,000.00	$460,634.20	$560,375.00	
5600 - Capital Purchases					
5602	Land Improvements	65,000.0000	57,000.0000	0.0000	
5631	Furniture and Fixtures	3,500.0000	3,500.0000	0.0000	
5632	Motor Vehicles	141,000.0000	141,000.0000	60,533.0000	1 ton truck, ext cab $36,846 SUV-Pool Car multi-dept use $23,687
5633	Machinery and Equipment	100,000.0000	100,000.0000	12,000.0000	60" Z Turn mower $10,000 Gas powered T-Post driver $2,000
5639	Other Equipment	58,300.0000	58,300.0000	11,500.0000	Additional Pine Quarry Camera $6000 Windscreen Tennis Courts $5,500
	Account Classification Total: 5600 - Capital Purchases	$367,800.00	$359,800.00	$84,033.00	
	Department Total: 340 - Parks and Recreation	$1,778,156.00	$1,891,898.38	$1,723,003.00	

Department: 343 - Senior Center

5100 - Personal Services				
5102	Wages-Staff	64,254.0000	64,254.0000	64,254.0000
5104	Wages-Part time	60,216.0000	60,216.0000	60,215.0000
5105	Overtime	3,000.0000	3,000.0000	0.0000
5106	Longevity	500.0000	500.0000	500.0000
5109	HSA Employer Funding	4,000.0000	4,000.0000	4,000.0000
5151	PERS Contribution	17,916.0000	17,916.0000	17,496.0000
5161	Group Insurance	16,203.0000	16,203.0000	16,306.0000
5166	Medicare	1,856.0000	1,856.0000	1,812.0000
	Account Classification Total: 5100 - Personal Services	$167,945.00	$167,945.00	$164,583.00
5200 - Supplies				
5201	Office Supplies	1,200.0000	1,200.0000	1,200.0000
5203	Computer Supplies	2,200.0000	2,200.0000	1,500.0000
5213	Repair and Maintenance Supplies	8,500.0000	8,500.0000	8,500.0000
5215	Recreational Supplies	2,840.0000	3,107.7500	3,000.0000
5216	Contributed Supplies Purchased	0.0000	19,687.1200	0.0000
5259	Operating Materials and Supplies	4,300.0000	4,300.0000	3,000.0000
	Account Classification Total: 5200 - Supplies	$19,040.00	$38,994.87	$17,200.00
5300 - Services				
5311	Utilities	15,000.0000	15,856.7400	15,000.0000
5321	Professional Training	300.0000	300.0000	300.0000
5322	Conference/Reimb	300.0000	519.0000	400.0000
5324	Professional Association Dues	150.0000	250.0000	150.0000
5339	Misc Contract Services	12,300.0000	12,360.0000	8,000.0000
5361	Building Repair/Maintenance	206,000.0000	206,000.0000	50,000.0000
5391	Postage	2,500.0000	2,500.0000	2,500.0000
5395	Printing/Advertising	1,200.0000	1,200.0000	0.0000
	Account Classification Total: 5300 - Services	$237,750.00	$238,985.74	$76,350.00
	Department Total: 343 - Senior Center	$424,735.00	$445,925.61	$258,133.00

Department: 344 - Community Events

5100 - Personal Services				
5102	Wages-Staff			58,000.00
5105	Overtime			5,000.00
5106	Longevity			-
5109	HSA Employer Funding			4,000.00
5151	PERS Contribution			8,820.00
5161	Group Insurance			16,192.00
5166	Medicare			914.00
	Account Classification Total: 5100 - Personal Services			92,926.00
5200 - Supplies				
5215	Recreational Supplies	0.0000	0.0000	13,310.0000
	Account Classification Total: 5200 - Supplies	$0.00	$0.00	$13,310.00
5300 - Services				
5303	Community Events	0.0000	0.0000	520.0000
5311	Utilities	0.0000	0.0000	840.0000
5322	Conference/Reimb	0.0000	0.0000	1,250.0000
5324	Professional Association Dues	0.0000	0.0000	700.0000
5339	Misc Contract Services	0.0000	0.0000	127,975.0000
5395	Printing/Advertising	0.0000	0.0000	15,000.0000
5399	Other Miscellaneous Services	0.0000	0.0000	14,200.0000
	Account Classification Total: 5300 - Services	$0.00	$0.00	$160,485.00
	Department Total: 344 - Community Events	$0.00	$0.00	$266,721.00

Attachment: 2019 Council 11092019 (2019 Budget Appropriations)

Department: 448 - Service Department

5100 - Personal Services					
5101	Salary-Elected Officials/Director	88,467.0000	88,467.0000	88,467.0000	
5102	Wages-Staff	276,786.0000	276,786.0000	278,362.0000	
5105	Overtime	3,000.0000	3,000.0000	3,000.0000	
5106	Longevity	1,700.0000	1,700.0000	2,150.0000	
5109	HSA Employer Funding	28,000.0000	28,000.0000	24,000.0000	
5151	PERS Contribution	51,793.0000	51,793.0000	52,077.0000	
5161	Group Insurance	113,116.0000	113,116.0000	95,316.0000	
5166	Medicare	5,365.0000	5,365.0000	5,394.0000	
	Account Classification Total: 5100 - Personal Services	$568,227.00	$568,227.00	$548,766.00	
5200 - Supplies					
5201	Office Supplies	1,500.0000	1,500.0000	1,700.0000	Increase to allow for printer cartridges
5203	Computer Supplies	1,000.0000	1,000.0000	1,000.0000	
5213	Repair and Maintenance Supplies	18,000.0000	18,368.9400	18,000.0000	
5251	MV Gas and Oil	1,500.0000	1,527.7500	1,500.0000	
	Account Classification Total: 5200 - Supplies	$22,000.00	$22,396.69	$22,200.00	
5300 - Services					
5301	Boards/Commissions	750.0000	750.0000	750.0000	
5302	Street Lighting	240,000.0000	257,370.0200	260,000.0000	Increase to allow for inflation
5303	Community Events	28,000.0000	28,000.0000	35,000.0000	$29,250 for Fireworks Display $4,000 for Shred It Truck/Community Clean Up
5321	Professional Training	1,000.0000	1,000.0000	500.0000	
5322	Conference/Reimb	250.0000	250.0000	250.0000	
5325	Educational Assistance	3,000.0000	3,000.0000	1,500.0000	decrease from 2018
5331	Engineering/Architecture	125,000.0000	133,454.5700	125,000.0000	
5339	Misc Contract Services	65,000.0000	66,809.9900	86,310.0000	Increase in mosquito management
5362	Equipment Maintenance	4,000.0000	4,099.0000	4,000.0000	
5366	Computer Maintenance	500.0000	500.0000	0.0000	
5367	Streetscape Maintenance	108,000.0000	108,000.0000	0.0000	This should be in Parks budget
5374	Emergency Management Services	40,000.0000	40,000.0000	40,000.0000	
5391	Postage	500.0000	500.0000	500.0000	
5395	Printing/Advertising	1,000.0000	1,255.3600	1,500.0000	Increase to allow for additional advertising needs
5397	Uniform Rental	2,500.0000	2,500.0000	2,500.0000	
5398	Tree/Grass Service	30,000.0000	30,330.0000	31,000.0000	
5399	Other Miscellaneous Services	1,000.0000	1,000.0000	1,300.0000	
	Account Classification Total: 5300 - Services	$650,500.00	$678,818.94	$590,110.00	

Department Total: 448 - Service Department	$1,240,727.00	$1,269,442.63	$1,161,076.00

Department: 479 - Building Department

5100 - Personal Services					
5101	Salary-Elected Officials/Director	75,300.0000	75,300.0000	75,300.0000	
5102	Wages-Staff	184,449.0000	184,449.0000	184,449.0000	
5106	Longevity	500.0000	500.0000	500.0000	
5109	HSA Employer Funding	14,000.0000	14,000.0000	14,000.0000	
5151	PERS Contribution	36,085.0000	36,085.0000	36,085.0000	
5161	Group Insurance	55,766.0000	55,766.0000	56,210.0000	
5166	Medicare	3,774.0000	3,774.0000	3,774.0000	
	Account Classification Total: 5100 - Personal Services	$369,874.00	$369,874.00	$370,318.00	
5200 - Supplies					
5201	Office Supplies	2,000.0000	2,000.0000	2,000.0000	
5203	Computer Supplies	6,000.0000	6,000.0000	0.0000	
5241	Uniforms-Purchased	3,000.0000	3,000.0000	3,000.0000	
5251	MV Gas and Oil	5,000.0000	5,239.3900	5,000.0000	
	Account Classification Total: 5200 - Supplies	$16,000.00	$16,239.39	$10,000.00	
5300 - Services					
5311	Utilities	2,000.0000	2,372.9600	5,000.0000	Increase due to WIFI for tablets out in the field
5321	Professional Training	5,000.0000	5,000.0000	5,000.0000	
5322	Conference/Reimb	1,500.0000	1,500.0000	1,500.0000	
5323	Publications	1,500.0000	1,500.0000	1,500.0000	
5324	Professional Association Dues	800.0000	800.0000	800.0000	
5331	Engineering/Architecture	1,500.0000	1,500.0000	1,500.0000	
5339	Misc Contract Services	20,000.0000	22,063.7500	20,000.0000	
5362	Equipment Maintenance	5,000.0000	5,353.9500	6,000.0000	
5366	Computer Maintenance	2,000.0000	2,000.0000	2,000.0000	
5376	County Health Services	35,000.0000	40,595.0000	35,000.0000	
5391	Postage	1,000.0000	1,000.0000	1,000.0000	
5395	Printing/Advertising	3,500.0000	3,500.0000	3,500.0000	Increase to allow for printing needs
5399	Other Miscellaneous Services	500.0000	500.0000	500.0000	
	Account Classification Total: 5300 - Services	$79,300.00	$87,685.66	$83,300.00	
5600 - Capital Purchases					
5631	Furniture and Fixtures	2,000.0000	2,000.0000	0.0000	
	Account Classification Total: 5600 - Capital Purchases	$2,000.00	$2,000.00	$0.00	
	Department Total: 479 - Building Department	$467,174.00	$475,799.05	$463,618.00	

Department: 522 - Mayor

5100 - Personal Services				
5101	Salary-Elected Officials/Director	97,803.0000	97,803.0000	97,803.0000
5102	Wages-Staff	58,000.0000	58,000.0000	0.0000
5109	HSA Employer Funding	8,000.0000	8,000.0000	4,000.0000
5151	PERS Contribution	21,812.0000	21,812.0000	13,692.0000
5161	Group Insurance	32,085.0000	32,085.0000	15,970.0000
5166	Medicare	2,259.0000	2,259.0000	1,418.0000
	Account Classification Total: 5100 - Personal Services	$219,959.00	$219,959.00	$132,883.00
5200 - Supplies				
5201	Office Supplies	600.0000	600.0000	600.0000
5203	Computer Supplies	200.0000	200.0000	200.0000
	Account Classification Total: 5200 - Supplies	$800.00	$800.00	$800.00
5300 - Services				
5311	Utilities	850.0000	982.1400	50.0000
5322	Conference/Reimb	5,000.0000	5,000.0000	1,000.0000
5324	Professional Association Dues	0.0000	0.0000	700.0000
5332	Legal Services	30,000.0000	31,108.7500	30,000.0000
5339	Misc Contract Services	5,000.0000	5,000.0000	5,000.0000
5391	Postage	250.0000	250.0000	250.0000
5399	Other Miscellaneous Services	1,000.0000	1,000.0000	1,000.0000
	Account Classification Total: 5300 - Services	$42,100.00	$43,340.89	$38,000.00
	Department Total: 522 - Mayor	$262,859.00	$264,099.89	$171,683.00

Department: 534 - Civil Service Commission

5100 - Personal Services					
5104	Wages-Part time	75,536.0000	75,536.0000	53,954.0000	
5151	PERS Contribution	10,575.0000	10,575.0000	7,554.0000	
5166	Medicare	1,095.0000	1,095.0000	782.0000	
	Account Classification Total: 5100 - Personal Services	$87,206.00	$87,206.00	$62,290.00	
5200 - Supplies					
5201	Office Supplies	600.0000	600.0000	700.0000	
5203	Computer Supplies	400.0000	400.0000	400.0000	
5259	Operating Materials and Supplies	350.0000	350.0000	900.0000	We will be replacing outdated books for sergeant's exam and a new Civil Service Laws and Rules book.
	Account Classification Total: 5200 - Supplies	$1,350.00	$1,350.00	$2,000.00	
5300 - Services					
5321	Professional Training	600.0000	600.0000	600.0000	
5322	Conference/Reimb	700.0000	700.0000	700.0000	
5332	Legal Services	1,000.0000	1,000.0000	3,000.0000	
5336	Medical Services/Physical Exams	8,700.0000	17,874.0000	14,000.0000	we have paid for nine medicals for new employees at 1200.00 each and the PD is looking to hire 4 new officers before the end of the year. This is why we increased this figure
5339	Misc Contract Services	11,000.0000	11,000.0000	10,000.0000	
5391	Postage	200.0000	200.0000	200.0000	
5395	Printing/Advertising	7,000.0000	7,000.0000	5,000.0000	
5399	Other Miscellaneous Services	500.0000	500.0000	500.0000	
	Account Classification Total: 5300 - Services	$29,700.00	$38,874.00	$34,000.00	
5600 - Capital Purchases					
5631	Furniture and Fixtures	500.0000	500.0000	500.0000	
	Account Classification Total: 5600 - Capital Purchases	$500.00	$500.00	$500.00	
	Department Total: 534 - Civil Service Commission	$118,756.00	$127,930.00	$98,790.00	

Department: 545 - City Auditor

5100 - Personal Services				
5101	Salary-Elected Officials/Director	81,548.0000	81,548.0000	87,342.0000
5102	Wages-Staff	138,742.0000	138,742.0000	152,866.0000
5104	Wages-Part time	35,947.0000	35,947.0000	38,000.0000
5105	Overtime	2,000.0000	2,000.0000	2,000.0000
5106	Longevity	1,100.0000	1,100.0000	500.0000
5109	HSA Employer Funding	16,000.0000	16,000.0000	4,000.0000
5151	PERS Contribution	36,307.0000	36,307.0000	38,249.0000
5161	Group Insurance	64,552.0000	64,552.0000	17,278.0000
5166	Medicare	3,759.0000	3,759.0000	3,818.0000
	Account Classification Total: 5100 - Personal Services	$379,955.00	$379,955.00	$344,053.00
5200 - Supplies				
5201	Office Supplies	3,000.0000	3,000.0000	2,500.0000
5203	Computer Supplies	3,500.0000	3,724.0900	3,000.0000
	Account Classification Total: 5200 - Supplies	$6,500.00	$6,724.09	$5,500.00
5300 - Services				
5321	Professional Training	2,450.0000	2,450.0000	2,650.0000
5322	Conference/Reimb	3,800.0000	3,800.0000	2,800.0000
5324	Professional Association Dues	1,000.0000	1,000.0000	1,000.0000
5333	Outside Professional Services	38,000.0000	38,000.0000	38,000.0000
5339	Misc Contract Services	23,300.0000	23,300.0000	15,300.0000
5362	Equipment Maintenance	1,200.0000	1,200.0000	1,200.0000
5391	Postage	1,800.0000	1,800.0000	2,000.0000
5395	Printing/Advertising	3,000.0000	3,000.0000	2,650.0000
5399	Other Miscellaneous Services	11,000.0000	11,000.0000	12,000.0000
	Account Classification Total: 5300 - Services	$85,550.00	$85,550.00	$77,600.00
	Department Total: 545 - City Auditor	$472,005.00	$472,229.09	$427,153.00

Department: 554 - City Attorney

5100 - Personal Services				
5101	Salary-Elected Officials/Director	97,803.0000	97,803.0000	97,803.0000
5102	Wages-Staff	186,445.0000	186,445.0000	186,446.0000
5104	Wages-Part time	84,624.0000	84,624.0000	84,624.0000
5106	Longevity	500.0000	500.0000	500.0000
5109	HSA Employer Funding	18,000.0000	18,000.0000	18,000.0000
5151	PERS Contribution	51,712.0000	51,712.0000	51,712.0000
5161	Group Insurance	71,874.0000	71,874.0000	71,886.0000
5166	Medicare	5,356.0000	5,356.0000	5,356.0000
	Account Classification Total: 5100 - Personal Services	$516,314.00	$516,314.00	$516,327.00
5200 - Supplies				
5201	Office Supplies	1,500.0000	1,500.0000	2,500.0000
5203	Computer Supplies	400.0000	400.0000	400.0000
5205	Small Tools/Minor Equipment	500.0000	500.0000	500.0000
	Account Classification Total: 5200 - Supplies	$2,400.00	$2,400.00	$3,400.00
5300 - Services				
5321	Professional Training	2,500.0000	2,500.0000	2,500.0000
5322	Conference/Reimb	250.0000	250.0000	250.0000
5323	Publications	6,500.0000	6,880.8000	6,800.0000
5324	Professional Association Dues	1,500.0000	1,500.0000	2,500.0000
5332	Legal Services	40,000.0000	40,000.0000	40,000.0000
5333	Outside Professional Services	14,500.0000	14,500.0000	14,504.0000
5337	Public Defender	5,000.0000	5,514.2000	5,000.0000
5339	Misc Contract Services	14,100.0000	14,100.0000	14,100.0000
5341	Court Costs and Fees	300.0000	300.0000	300.0000
5366	Computer Maintenance	250.0000	250.0000	250.0000
5391	Postage	500.0000	500.0000	500.0000
5399	Other Miscellaneous Services	2,500.0000	2,500.0000	2,500.0000
	Account Classification Total: 5300 - Services	$87,900.00	$88,795.00	$89,204.00
	Department Total: 554 - City Attorney	$606,614.00	$607,509.00	$608,931.00

Department: 571 - City Council

5100 - Personal Services				
5101	Salary-Elected Officials/Director	60,902.0000	60,902.0000	62,162.0000
5102	Wages-Staff	87,950.0000	87,950.0000	63,525.0000
5104	Wages-Part time	0.0000	0.0000	21,840.0000
5106	Longevity	0.0000	0.0000	450.0000
5109	HSA Employer Funding	4,000.0000	4,000.0000	4,000.0000
5151	PERS Contribution	20,664.0000	20,664.0000	20,717.0000
5161	Group Insurance	16,398.0000	16,398.0000	16,306.0000
5166	Medicare	2,159.0000	2,159.0000	2,146.0000
	Account Classification Total: 5100 - Personal Services	$192,073.00	$192,073.00	$191,146.00
5200 - Supplies				
5201	Office Supplies	1,200.0000	1,224.0000	1,500.0000
5203	Computer Supplies	500.0000	500.0000	500.0000
	Account Classification Total: 5200 - Supplies	$1,700.00	$1,724.00	$2,000.00
5300 - Services				
5321	Professional Training	1,000.0000	1,000.0000	3,000.0000
5322	Conference/Reimb	1,800.0000	1,800.0000	3,000.0000
5323	Publications	100.0000	100.0000	100.0000
5324	Professional Association Dues	500.0000	500.0000	500.0000
5325	Educational Assistance	5,500.0000	5,500.0000	3,500.0000
5339	Misc Contract Services	40,000.0000	40,040.9500	43,000.0000
5391	Postage	300.0000	300.0000	300.0000
5395	Printing/Advertising	8,500.0000	8,611.9300	3,000.0000
5399	Other Miscellaneous Services	6,000.0000	6,000.0000	6,000.0000
	Account Classification Total: 5300 - Services	$63,700.00	$63,852.88	$62,400.00
5600 - Capital Purchases				
5639	Other Equipment	3,000.0000	3,000.0000	0.0000
	Account Classification Total: 5600 - Capital Purchases	$3,000.00	$3,000.00	$0.00
	Department Total: 571 - City Council	**$260,473.00**	**$260,649.88**	**$255,546.00**

Department: 580 - Development Department

5100 - Personal Services					
5101	Salary-Elected Officials/Director	85,399.0000	85,399.0000	85,000.0000	
5102	Wages-Staff	89,906.0000	89,906.0000	112,000.0000	
5109	HSA Employer Funding	6,000.0000	6,000.0000	10,000.0000	
5151	PERS Contribution	24,368.0000	24,368.0000	27,580.0000	
5161	Group Insurance	23,642.0000	23,642.0000	39,432.0000	
5166	Medicare	2,542.0000	2,542.0000	2,857.0000	
	Account Classification Total: 5100 - Personal Services	$231,857.00	$231,857.00	$276,869.00	
5200 - Supplies					
5201	Office Supplies	3,500.0000	3,500.0000	3,500.0000	
5203	Computer Supplies	250.0000	250.0000	250.0000	
	Account Classification Total: 5200 - Supplies	$3,750.00	$3,750.00	$3,750.00	
5300 - Services					
5301	Boards/Commissions	3,500.0000	3,500.0000	6,000.0000	
5311	Utilities	1,750.0000	1,952.2200	1,750.0000	Cell Phone
5321	Professional Training	2,500.0000	2,500.0000	2,500.0000	
5322	Conference/Reimb	10,000.0000	10,025.0000	10,000.0000	
5323	Publications	150.0000	150.0000	1,000.0000	
5324	Professional Association Dues	2,500.0000	2,500.0000	3,500.0000	
5325	Educational Assistance	0.0000	0.0000	3,000.0000	
5331	Engineering/Architecture	0.0000	0.0000	50,000.0000	EMH&T Services OHM Services
5332	Legal Services	5,000.0000	5,000.0000	10,000.0000	
5339	Misc Contract Services	160,000.0000	284,237.8900	250,000.0000	Calfee Zoning Code Rewrite - 150k Costar - 5k LoopNet - 5k
5391	Postage	750.0000	750.0000	1,000.0000	
5395	Printing/Advertising	0.0000	0.0000	5,000.0000	Business Cards/ Envelopes Social Media Marketing/ Advertising
5399	Other Miscellaneous Services	1,000.0000	1,000.0000	2,500.0000	Binding of BZBA and PC minutes
	Account Classification Total: 5300 - Services	$187,150.00	$311,615.11	$346,250.00	
5600 - Capital Purchases					
5631	Furniture and Fixtures	0.0000	0.0000	15,000.0000	
	Account Classification Total: 5600 - Capital Purchases	$0.00	$0.00	$15,000.00	
	Department Total: 580 - Development Department	$422,757.00	$547,222.11	$641,869.00	

Department: 582 - Human Resources Department

5100 - Personal Services					
5101	Salary-Elected Officials/Director	83,350.0000	83,350.0000	83,350.0000	
5106	Longevity	450.0000	450.0000	450.0000	
5109	HSA Employer Funding	2,000.0000	2,000.0000	2,000.0000	
5151	PERS Contribution	11,732.0000	11,732.0000	11,732.0000	
5161	Group Insurance	6,752.0000	6,752.0000	6,752.0000	
5166	Medicare	1,215.0000	1,215.0000	1,215.0000	
	Account Classification Total: 5100 - Personal Services	$105,499.00	$105,499.00	$105,499.00	
5200 - Supplies					
5201	Office Supplies	800.0000	800.0000	800.0000	
5203	Computer Supplies	200.0000	274.9900	200.0000	
5208	OSHA Supplies	12,000.0000	13,176.0800	14,000.0000	
	Account Classification Total: 5200 - Supplies	$13,000.00	$14,251.07	$15,000.00	
5300 - Services					
5321	Professional Training	1,000.0000	1,000.0000	0.0000	Training materials/train the trainer
5322	Conference/Reimb	500.0000	500.0000	0.0000	
5323	Publications	400.0000	400.0000	400.0000	
5324	Professional Association Dues	450.0000	450.0000	500.0000	
5336	Medical Services/Physical Exams	3,000.0000	3,116.0000	3,000.0000	
5339	Misc Contract Services	5,000.0000	5,000.0000	5,000.0000	
5391	Postage	200.0000	200.0000	200.0000	
5399	Other Miscellaneous Services	18,000.0000	20,250.2900	19,000.0000	
	Account Classification Total: 5300 - Services	$28,550.00	$30,916.29	$28,100.00	
5600 - Capital Purchases					
5631	Furniture and Fixtures	0.0000	0.0000	500.0000	If assistant is approved - furniture will be needed.
	Account Classification Total: 5600 - Capital Purchases	$0.00	$0.00	$500.00	
	Department Total: 582 - Human Resources Department	$147,049.00	$150,666.36	$149,099.00	

Department: 584 - Computer Department

5200 - Supplies					
5201	Office Supplies	500.0000	500.0000	250.0000	
5203	Computer Supplies	12,500.0000	15,747.7700	12,750.0000	
	Account Classification Total: 5200 - Supplies	$13,000.00	$16,247.77	$13,000.00	
5300 - Services					
5311	Utilities	800.0000	800.0000	800.0000	
5339	Misc Contract Services	159,500.0000	159,515.0000	156,000.0000	
5366	Computer Maintenance	204,100.0000	204,400.0000	242,800.0000	
	Account Classification Total: 5300 - Services	$364,400.00	$364,715.00	$399,600.00	
5600 - Capital Purchases					
5631	Furniture and Fixtures	2,500.0000	2,500.0000	0.0000	
5639	Other Equipment	121,500.0000	121,500.0000	330,000.0000	Phone System approximately $180,000. Contract up this year.
	Account Classification Total: 5600 - Capital Purchases	$124,000.00	$124,000.00	$330,000.00	
	Department Total: 584 - Computer Department	**$501,400.00**	**$504,962.77**	**$742,600.00**	

Department: 593 - Clerk of Courts

5100 - Personal Services				
5101	Salary-Elected Officials/Director	69,369.0000	69,369.0000	69,369.0000
5102	Wages-Staff	82,158.0000	82,158.0000	79,659.0000
5104	Wages-Part time	25,113.0000	25,113.0000	25,113.0000
5106	Longevity	950.0000	950.0000	950.0000
5109	HSA Employer Funding	8,000.0000	8,000.0000	12,000.0000
5151	PERS Contribution	24,163.0000	24,163.0000	24,163.0000
5161	Group Insurance	32,723.0000	32,723.0000	48,811.0000
5166	Medicare	2,575.0000	2,575.0000	2,539.0000
	Account Classification Total: 5100 - Personal Services	$245,051.00	$245,051.00	$262,604.00
5200 - Supplies				
5201	Office Supplies	4,500.0000	4,985.6200	4,500.0000
	Account Classification Total: 5200 - Supplies	$4,500.00	$4,985.62	$4,500.00
5300 - Services				
5321	Professional Training	500.0000	500.0000	500.0000
5322	Conference/Reimb	250.0000	250.0000	250.0000
5323	Publications	450.0000	450.0000	450.0000
5324	Professional Association Dues	350.0000	350.0000	350.0000
5332	Legal Services	56,000.0000	61,000.0000	56,000.0000
5339	Misc Contract Services	1,000.0000	1,000.0000	1,000.0000
5344	Witness Fees	250.0000	250.0000	250.0000
5362	Equipment Maintenance	1,000.0000	1,000.0000	1,000.0000
5377	Municipal Court	20,000.0000	20,000.0000	20,000.0000
5391	Postage	1,800.0000	1,800.0000	1,800.0000
5393	L.E.A.D.S Terminal	600.0000	600.0000	600.0000
5399	Other Miscellaneous Services	2,400.0000	2,445.0000	2,400.0000
	Account Classification Total: 5300 - Services	$84,600.00	$89,645.00	$84,600.00
	Department Total: 593 - Clerk of Courts	$334,151.00	$339,681.62	$351,704.00

Department: 595 - General and Administrative

5100 - Personal Services					
5164	Workers Compensation	253,786.0000	253,786.0000	254,150.0000	
5165	Unemployment Compensation	25,000.0000	25,000.0000	25,000.0000	
	Account Classification Total: 5100 - Personal Services	$278,786.00	$278,786.00	$279,150.00	
5200 - Supplies					
5202	Photo Copy Supplies	3,500.0000	3,500.0000	3,500.0000	
	Account Classification Total: 5200 - Supplies	$3,500.00	$3,500.00	$3,500.00	
5300 - Services					
5301	Boards/Commissions	14,000.0000	15,221.8400	15,500.0000	
5311	Utilities	175,000.0000	191,078.0100	195,000.0000	
5324	Professional Association Dues	24,000.0000	24,000.0000	26,000.0000	
5351	Liability Insurance Deductible	185,000.0000	185,000.0000	185,000.0000	
5352	Motor Vehicle Insurance	50,000.0000	50,000.0000	50,000.0000	
5353	Employee Fidelity Bond	2,000.0000	2,000.0000	2,000.0000	
5361	Building Repair/Maintenance	65,000.0000	80,849.0000	65,000.0000	
5362	Equipment Maintenance	2,500.0000	2,500.0000	2,500.0000	
5371	Election Expense	60,000.0000	60,000.0000	40,000.0000	
5372	Delinquent Tax Advertising	1,000.0000	1,000.0000	1,000.0000	
5373	Auditor/Treasurer Fees	8,000.0000	8,000.0000	8,500.0000	
5391	Postage	8,500.0000	8,500.0000	8,500.0000	
5394	Taxes/Assessments-City Property	45,000.0000	45,000.0000	60,000.0000	
5399	Other Miscellaneous Services	10,000.0000	10,000.0000	10,000.0000	
	Account Classification Total: 5300 - Services	$650,000.00	$683,148.85	$669,000.00	
5600 - Capital Purchases					
5611	Buildings	278,000.0000	287,000.0000	0.0000	
5631	Furniture and Fixtures	0.0000	0.0000	1,500.0000	Unexpected furniture needs
5639	Other Equipment	13,000.0000	13,000.0000	15,000.0000	
	Account Classification Total: 5600 - Capital Purchases	$291,000.00	$300,000.00	$16,500.00	
	Department Total: 595 - General and Administrative	$1,223,286.00	$1,265,434.85	$968,150.00	

Department: **810 - Public Health and Welfare**

5300 - Services

5376	County Health Services	302,552.0000	302,552.0000	319,733.0000
	Account Classification Total: 5300 - Services	$302,552.00	$302,552.00	$319,733.00
	Department Total: 810 - Public Health and Welfare	$302,552.00	$302,552.00	$319,733.00
	EXPENSES Total	$20,047,511.00	$20,738,335.95	$20,053,276.00
	Fund EXPENSE Total: 110 - General Fund	$20,047,511.00	$20,738,335.95	$20,053,276.00

Account Number	Account Description	2017 Actual Amount	2018 Adopted Budget	2018 Amended Budget	2019 Department Entry Department Entry Comments
Fund: 211 - Computerized Needs (courts)					
EXPENSES					
Department: 000 - General					
5200 - Supplies					
5201	Office Supplies	0.0000	4,000.0000	4,000.0000	4,000.0000
5203	Computer Supplies	9,551.8800	12,000.0000	12,607.7700	12,000.0000
	Account Classification Total: 5200 - Supplies	$9,551.88	$16,000.00	$16,607.77	$16,000.00
5300 - Services					
5366	Computer Maintenance	6,784.9400	12,000.0000	12,000.0000	12,000.0000
5399	Other Miscellaneous Services	1,754.7900	15,000.0000	15,151.2300	15,000.0000
	Account Classification Total: 5300 - Services	$8,539.73	$27,000.00	$27,151.23	$27,000.00
5600 - Capital Purchases					
5639	Other Equipment	5,898.0000	12,000.0000	12,000.0000	15,000.0000
	Account Classification Total: 5600 - Capital Purchases	$5,898.00	$12,000.00	$12,000.00	$15,000.00
	Department Total: 000 - General	$23,989.61	$55,000.00	$55,759.00	$58,000.00
	EXPENSES Total	$23,989.61	$55,000.00	$55,759.00	$58,000.00
Fund EXPENSE	Total: 211 - Computerized Needs (courts)	$23,989.61	$55,000.00	$55,759.00	$58,000.00

Fund: 220 - Income Tax Fund

EXPENSES

Department: 564 - Income Tax Division

5100 - Personal Services					
5101	Salary-Elected Officials/Director	61,261.5300	65,647.0000	65,647.0000	52,096.0000
5106	Longevity	600.0000	600.0000	600.0000	600.0000
5109	HSA Employer Funding	2,000.0000	2,000.0000	2,000.0000	2,000.0000
5151	PERS Contribution	8,635.2600	9,275.0000	9,275.0000	7,378.0000
5161	Group Insurance	7,248.2400	7,118.0000	7,118.0000	7,118.0000
5164	Workers Compensation	2,078.1100	2,222.0000	2,222.0000	1,767.0000
Account Classification Total: 5100 - Personal Services		$81,823.14	$86,862.00	$86,862.00	$70,959.00
5200 - Supplies					
5201	Office Supplies	332.0800	250.0000	250.0000	250.0000
5203	Computer Supplies	245.6900	350.0000	350.0000	350.0000
Account Classification Total: 5200 - Supplies		$577.77	$600.00	$600.00	$600.00
5300 - Services					
5322	Conference/Reimb	497.6000	700.0000	700.0000	1,000.0000
5323	Publications	140.0000	200.0000	200.0000	200.0000
5324	Professional Association Dues	25.0000	25.0000	25.0000	525.0000
5339	Misc Contract Services	0.0000	75,000.0000	75,000.0000	15,000.0000
5353	Employee Fidelity Bond	75.0000	75.0000	75.0000	75.0000
5362	Equipment Maintenance	195.9000	300.0000	300.0000	300.0000
5373	Auditor/Treasurer Fees	598.6500	1,500.0000	1,500.0000	3,000.0000
5379	Other Governmental Billings	5,099.5100	7,500.0000	7,500.0000	10,000.0000
5391	Postage	80.1100	1,000.0000	1,000.0000	600.0000
Account Classification Total: 5300 - Services		$6,711.77	$86,300.00	$86,300.00	$30,700.00
5500 - Transfers/Other					
5519	Miscellaneous Costs	6,663.5000	6,000.0000	6,000.0000	6,000.0000
5529	Miscellaneous Distributions	366,666.4400	750,000.0000	750,000.0000	800,000.0000
5530	Enterprise Zone Payment	(0.0200)	1,000,000.0000	1,000,000.0000	1,500,000.0000
Account Classification Total: 5500 - Transfers/Other		$373,329.92	$1,756,000.00	$1,756,000.00	$2,306,000.00
5600 - Capital Purchases					
5639	Other Equipment	0.0000	3,000.0000	3,000.0000	0.0000
Account Classification Total: 5600 - Capital Purchases		$0.00	$3,000.00	$3,000.00	$0.00
Department Total: 564 - Income Tax Division		$462,442.60	$1,932,762.00	$1,932,762.00	$2,408,259.00

	EXPENSES Total	$462,442.60	$1,932,762.00	$1,932,762.00	$2,408,259.00
Fund EXPENSE	Total: 220 - Income Tax Fund	$462,442.60	$1,932,762.00	$1,932,762.00	$2,408,259.00
Fund:	**240 - Police Pension Fund**				
EXPENSES					
Department:	**000 - General**				
5100 - Personal Services					
5152	PFDPF Contribution	190,000.0000	160,000.0000	160,000.0000	200,000.0000
	Account Classification Total: 5100 - Personal Services	$190,000.00	$160,000.00	$160,000.00	$200,000.00
5500 - Transfers/Other					
5519	Miscellaneous Costs	2,694.6700	3,000.0000	3,000.0000	3,000.0000
	Account Classification Total: 5500 - Transfers/Other	$2,694.67	$3,000.00	$3,000.00	$3,000.00
	Department Total: 000 - General	$192,694.67	$163,000.00	$163,000.00	$203,000.00
	EXPENSES Total	$192,694.67	$163,000.00	$163,000.00	$203,000.00

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		EXPENSES Total	$462,442.60	$1,932,762.00	$1,932,762.00	$2,408,259.00
	Fund EXPENSE	Total: 220 - Income Tax Fund	$462,442.60	$1,932,762.00	$1,932,762.00	$2,408,259.00
Fund:	**240 - Police Pension Fund**					
EXPENSES						
Department:	**000 - General**					
5100 - Personal Services						
5152	PFDPF Contribution		190,000.0000	160,000.0000	160,000.0000	200,000.0000
	Account Classification Total: 5100 - Personal Services		$190,000.00	$160,000.00	$160,000.00	$200,000.00
5500 - Transfers/Other						
5519	Miscellaneous Costs		2,694.6700	3,000.0000	3,000.0000	3,000.0000
	Account Classification Total: 5500 - Transfers/Other		$2,694.67	$3,000.00	$3,000.00	$3,000.00
	Department Total: 000 - General		$192,694.67	$163,000.00	$163,000.00	$203,000.00
		EXPENSES Total	$192,694.67	$163,000.00	$163,000.00	$203,000.00
	Fund EXPENSE	Total: 240 - Police Pension Fund	$192,694.67	$163,000.00	$163,000.00	$203,000.00

Fund: 250 - Sewer Capacity Fund

EXPENSES

Department: 000 - General

Project: 0080 - Cobblestone/Windsor

5300 - Services

5373	Auditor/Treasurer Fees	192.7200	0.0000	0.0000	250.0000
	Account Classification Total: 5300 - Services	$192.72	$0.00	$0.00	$250.00
	Project Total: 0080 - Cobblestone/Windsor	$192.72	$0.00	$0.00	$250.00

Project: 0093 - Pleasantview Hgt Sanitary Sewer

5300 - Services

5373	Auditor/Treasurer Fees	12.2200	0.0000	0.0000	250.0000
	Account Classification Total: 5300 - Services	$12.22	$0.00	$0.00	$250.00
	Project Total: 0093 - Pleasantview Hgt Sanitary Sewer	$12.22	$0.00	$0.00	$250.00
	Department Total: 000 - General	$204.94	$0.00	$0.00	$500.00

Department: 736 - Wastewater Division

5300 - Services

5373	Auditor/Treasurer Fees	0.0000	250.0000	250.0000	0.0000
	Account Classification Total: 5300 - Services	$0.00	$250.00	$250.00	$0.00
	Department Total: 736 - Wastewater Division	$0.00	$250.00	$250.00	$0.00

Department: 991 - Debt Service

5400 - Debt Service

5414	G. O. Bond-Principal	56,550.2300	58,260.0000	58,260.0000	60,020.0000
5424	G. O. Bond-Interest	7,627.3900	5,918.0000	5,918.0000	4,158.0000
	Account Classification Total: 5400 - Debt Service	$64,177.62	$64,178.00	$64,178.00	$64,178.00
	Department Total: 991 - Debt Service	$64,177.62	$64,178.00	$64,178.00	$64,178.00
	EXPENSES Total	$64,382.56	$64,428.00	$64,428.00	$64,678.00
	Fund EXPENSE Total: 250 - Sewer Capacity Fund	$64,382.56	$64,428.00	$64,428.00	$64,678.00

Fund: 260 - Street Fund

EXPENSES

Department: 268 - Street Department

5100 - Personal Services					
5101	Salary-Elected Officials/Director	66,095.5900	70,827.0000	70,827.0000	70,827.0000
5102	Wages-Staff	290,020.8700	332,774.0000	332,774.0000	329,433.0000
5105	Overtime	5,048.6800	28,000.0000	28,000.0000	28,000.0000
5106	Longevity	2,500.0000	2,500.0000	2,500.0000	3,000.0000
5109	HSA Employer Funding	26,000.0000	28,000.0000	28,000.0000	25,000.0000
5151	PERS Contribution	50,645.5400	60,774.0000	60,774.0000	60,376.0000
5161	Group Insurance	104,100.6800	110,908.0000	110,908.0000	98,163.0000
5164	Workers Compensation	12,980.6200	14,559.0000	14,559.0000	14,464.0000
5166	Medicare	5,067.8000	6,294.0000	6,294.0000	6,253.0000
	Account Classification Total: 5100 - Personal Services	$562,459.78	$654,636.00	$654,636.00	$635,516.00
5200 - Supplies					
5201	Office Supplies	762.6000	2,000.0000	2,000.0000	2,700.0000
5203	Computer Supplies	1,618.9400	2,500.0000	2,597.9800	1,800.0000
5205	Small Tools/Minor Equipment	169.9500	1,500.0000	1,500.0000	1,500.0000
5213	Repair and Maintenance Supplies	91.2400	500.0000	585.3000	500.0000
5241	Uniforms-Purchased	450.6300	2,000.0000	2,000.0000	2,000.0000
5251	MV Gas and Oil	17,661.0100	40,000.0000	42,606.9500	38,000.0000
5252	Aggregates	2,704.2500	15,000.0000	15,000.0000	17,000.0000
5253	Ice Control	68,417.1600	140,000.0000	140,000.0000	140,000.0000
5259	Operating Materials and Supplies	66,016.5600	90,000.0000	92,719.9900	90,000.0000
	Account Classification Total: 5200 - Supplies	$157,892.34	$293,500.00	$299,010.22	$293,500.00
5300 - Services					
5311	Utilities	10,770.7200	19,000.0000	20,707.8400	19,000.0000
5313	Traffic Light Current	4,714.0500	12,000.0000	12,446.7300	12,000.0000
5321	Professional Training	150.0000	500.0000	500.0000	500.0000
5322	Conference/Reimb	0.0000	200.0000	200.0000	200.0000
5324	Professional Association Dues	95.0000	130.0000	130.0000	130.0000
5331	Engineering/Architecture	5,211.5000	14,000.0000	14,000.0000	14,000.0000
5339	Misc Contract Services	18,175.3400	36,500.0000	45,984.8700	36,500.0000
5351	Liability Insurance Deductible	8,600.0000	9,600.0000	9,600.0000	9,600.0000
5352	Motor Vehicle Insurance	9,600.0000	10,600.0000	10,600.0000	10,600.0000
5361	Building Repair/Maintenance	6,587.3700	10,000.0000	10,403.0000	10,000.0000
5365	Utility Line Repair/Maintenance	26,713.4500	30,000.0000	30,000.0000	30,000.0000
5391	Postage	0.9200	100.0000	100.0000	100.0000
5397	Uniform Rental	1,301.6700	2,000.0000	2,088.1100	2,000.0000
5399	Other Miscellaneous Services	249.3700	1,000.0000	1,000.0000	1,000.0000
	Account Classification Total: 5300 - Services	$92,169.39	$145,630.00	$157,760.55	$145,630.00
5600 - Capital Purchases					
5611	Buildings	0.0000	240,000.0000	240,000.0000	0.0000
5632	Motor Vehicles	0.0000	365,000.0000	365,000.0000	145,000.0000
5639	Other Equipment	0.0000	4,600.0000	15,105.7700	4,600.0000
	Account Classification Total: 5600 - Capital Purchases	$0.00	$609,600.00	$620,105.77	$149,600.00
	Department Total: 268 - Street Department	$812,521.51	$1,703,366.00	$1,731,512.54	$1,224,246.00
	EXPENSES Total	$812,521.51	$1,703,366.00	$1,731,512.54	$1,224,246.00
	Fund EXPENSE Total: 260 - Street Fund	$812,521.51	$1,703,366.00	$1,731,512.54	$1,224,246.00

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Fund: 310 - General Debt Retirement Fund

EXPENSES

Department: 991 - Debt Service

5400 - Debt Service

5401	Registrar/Agent/Bank Fees	0.0000	0.0000	174,002.3200	0.0000	
5414	G. O. Bond-Principal	1,382,498.0600	1,482,498.0000	1,490,265.0900	1,886,890.0000	
5424	G. O. Bond-Interest	194,313.0000	163,188.0000	528,280.5000	1,236,933.0000	
	Account Classification Total: 5400 - Debt Service	$1,576,811.06	$1,645,686.00	$2,192,547.91	$3,123,823.00	

5500 - Transfers/Other

5519	Miscellaneous Costs	0.0000	0.0000	380,240.0000	0.0000	
	Account Classification Total: 5500 - Transfers/Other	$0.00	$0.00	$380,240.00	$0.00	
	Department Total: 991 - Debt Service	$1,576,811.06	$1,645,686.00	$2,572,787.91	$3,123,823.00	
	EXPENSES Total	$1,576,811.06	$1,645,686.00	$2,572,787.91	$3,123,823.00	
Fund EXPENSE	Total: 310 - General Debt Retirement Fund	$1,576,811.06	$1,645,686.00	$2,572,787.91	$3,123,823.00	

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Fund: 330 - Taylor Sq Tief Debt Retirement

EXPENSES

Department: 991 - Debt Service

5400 - Debt Service

5414	G. O. Bond-Principal	495,000.0000	500,000.0000	500,000.0000	510,000.0000	
5424	G. O. Bond-Interest	79,382.1000	68,675.0000	68,675.0000	57,860.0000	
Account Classification Total: 5400 - Debt Service		$574,382.10	$568,675.00	$568,675.00	$567,860.00	
Department Total: 991 - Debt Service		$574,382.10	$568,675.00	$568,675.00	$567,860.00	
EXPENSES Total		$574,382.10	$568,675.00	$568,675.00	$567,860.00	
Fund EXPENSE Total: 330 - Taylor Sq Tief Debt Retirement		$574,382.10	$568,675.00	$568,675.00	$567,860.00	

Fund: 710 - Water Fund

EXPENSES

Department: 735 - Water Division

5100 - Personal Services					
5101	Salary-Elected Officials/Director	41,616.3800	36,575.0000	36,575.0000	36,575.0000
5102	Wages-Staff	205,756.0300	224,540.0000	224,540.0000	224,541.0000
5105	Overtime	16,228.5100	15,400.0000	15,400.0000	15,400.0000
5106	Longevity	500.0000	500.0000	500.0000	950.0000
5109	HSA Employer Funding	15,083.3400	15,000.0000	15,000.0000	15,000.0000
5151	PERS Contribution	34,423.9300	38,432.0000	38,432.0000	38,495.0000
5161	Group Insurance	53,732.5700	59,193.0000	59,193.0000	59,535.0000
5164	Workers Compensation	9,741.8000	9,291.0000	9,291.0000	9,306.0000
5166	Medicare	3,692.1100	3,213.0000	3,213.0000	3,212.0000
	Account Classification Total: 5100 - Personal Services	$380,774.67	$402,144.00	$402,144.00	$403,014.00
5200 - Supplies					
5201	Office Supplies	2,777.0300	5,500.0000	5,500.0000	5,500.0000
5203	Computer Supplies	235.6300	800.0000	800.0000	7,500.0000
5213	Repair and Maintenance Supplies	2,915.3200	10,000.0000	10,234.1100	10,000.0000
5241	Uniforms-Purchased	2,067.9300	2,500.0000	2,522.5000	3,500.0000
5251	MV Gas and Oil	5,789.7400	12,000.0000	12,861.6900	14,000.0000
5252	Aggregates	23,281.6600	37,500.0000	40,022.4200	38,500.0000
5259	Operating Materials and Supplies	69,042.1000	60,000.0000	60,634.3100	65,000.0000
5263	Meters-Resale	0.0000	20,000.0000	20,000.0000	20,000.0000
	Account Classification Total: 5200 - Supplies	$106,109.41	$148,300.00	$152,575.03	$164,000.00
5300 - Services					
5311	Utilities	5,345.8900	10,000.0000	10,519.1000	14,000.0000
5321	Professional Training	1,261.8300	2,000.0000	2,020.0000	3,000.0000
5322	Conference/Reimb	73.5000	500.0000	500.0000	500.0000
5323	Publications	0.0000	200.0000	200.0000	200.0000
5324	Professional Association Dues	150.0000	360.0000	360.0000	360.0000
5325	Educational Assistance	0.0000	500.0000	500.0000	500.0000
5331	Engineering/Architecture	4,545.3700	17,500.0000	17,726.6000	15,000.0000
5339	Misc Contract Services	27,711.8400	40,000.0000	41,370.7000	45,000.0000
5351	Liability Insurance Deductible	4,000.0000	4,000.0000	4,000.0000	4,500.0000
5352	Motor Vehicle Insurance	2,500.0000	2,500.0000	2,500.0000	2,750.0000
5361	Building Repair/Maintenance	1,009.5000	8,000.0000	8,000.0000	2,000.0000
5362	Equipment Maintenance	1,163.7300	3,900.0000	3,900.0000	8,000.0000
5363	MV Repair/Maintenance-Excernal	0.0000	1,000.0000	1,000.0000	1,000.0000
5364	MV Repair/Maintenance-Internal	4,216.2800	6,000.0000	6,000.0000	6,000.0000
5365	Utility Line Repair/Maintenance	38,188.8000	37,500.0000	42,680.0000	38,000.0000
5366	Computer Maintenance	13,027.9700	12,500.0000	12,500.0000	12,500.0000
5378	Columbus Contract	4,335,099.8500	4,888,884.0000	5,411,923.7800	5,035,550.0000
5379	Other Governmental Billings	13,460.6400	15,000.0000	15,000.0000	15,000.0000
5391	Postage	5,617.2200	15,500.0000	15,500.0000	15,500.0000
5397	Uniform Rental	1,160.9500	0.0000	0.0000	0.0000
5399	Other Miscellaneous Services	155,486.1400	75,000.0000	75,205.1300	250,000.0000
	Account Classification Total: 5300 - Services	$4,614,019.51	$5,140,844.00	$5,671,405.31	$5,469,360.00
5500 - Transfers/Other					
5992	Consumer on Account	0.0000	0.0000	0.0000	0.0000
	Account Classification Total: 5500 - Transfers/Other	$0.00	$0.00	$0.00	$0.00
5600 - Capital Purchases					
5631	Furniture and Fixtures	0.0000	1,000.0000	1,000.0000	1,000.0000
5632	Motor Vehicles	0.0000	87,500.0000	87,500.0000	90,000.0000
5633	Machinery and Equipment	714.5000	40,000.0000	40,000.0000	50,000.0000

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5639	Other Equipment	60,000.0000	125,000.0000	125,000.0000	150,000.0000	
Account Classification Total: 5600 - Capital Purchases		$60,714.50	$253,500.00	$253,500.00	$291,000.00	
Department Total: 735 - Water Division		$5,161,618.09	$5,944,788.00	$6,479,624.34	$6,327,374.00	

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Department: 991 - Debt Service

5400 - Debt Service

5401	Registrar/Agent/Bank Fees	16,530.0000	0.0000	0.0000	0.0000	0.0000	0.0000
5414	G. O. Bond-Principal	316,169.7300	310,827.0000	310,827.0000	320,649.0000	320,649.0000	320,649.0000
5424	G. O. Bond-Interest	49,853.4700	54,930.0000	54,930.0000	47,109.0000	47,109.0000	47,109.0000
Account Classification Total: 5400 - Debt Service		$382,553.20	$365,757.00	$365,757.00	$367,758.00	$367,758.00	$367,758.00
Department Total: 991 - Debt Service		$382,553.20	$365,757.00	$365,757.00	$367,758.00	$367,758.00	$367,758.00
	EXPENSES Total	$5,544,171.29	$6,310,545.00	$6,845,381.34	$6,695,132.00	$6,695,132.00	$6,695,132.00
Fund EXPENSE Totals: 710 - Water Fund		$5,544,171.29	$6,310,545.00	$6,845,381.34	$6,695,132.00	$6,695,132.00	$6,695,132.00

Fund: 720 - Wastewater/Sewer Fund

EXPENSES

Department: 736 - Wastewater Division

5100 - Personal Services					
5101	Salary-Elected Officials/Director	41,616.1100	36,575.0000	36,575.0000	36,575.0000
5102	Wages-Staff	196,182.9400	227,418.0000	227,418.0000	228,804.0000
5105	Overtime	839.9500	3,500.0000	3,500.0000	3,500.0000
5106	Longevity	0.0000	450.0000	450.0000	450.0000
5109	HSA Employer Funding	20,083.3300	15,000.0000	15,000.0000	13,000.0000
5151	PERS Contribution	33,184.7300	37,162.0000	37,162.0000	37,006.0000
5161	Group Insurance	62,523.1600	59,259.0000	59,259.0000	52,873.0000
5164	Workers Compensation	8,318.3400	8,986.0000	8,986.0000	9,033.0000
5166	Medicare	3,346.9500	3,257.0000	3,257.0000	3,277.0000
	Account Classification Total: 5100 - Personal Services	$366,095.51	$391,607.00	$391,607.00	$384,518.00
5200 - Supplies					
5201	Office Supplies	2,926.8700	5,500.0000	5,500.0000	5,500.0000
5203	Computer Supplies	235.5500	800.0000	800.0000	7,500.0000
5213	Repair and Maintenance Supplies	44.0000	2,000.0000	20,391.0100	2,500.0000
5241	Uniforms-Purchased	2,144.0000	2,500.0000	2,522.5000	2,500.0000
5251	MV Gas and Oil	5,755.7400	12,000.0000	12,861.6900	14,500.0000
5252	Aggregates	0.0000	750.0000	750.0000	4,500.0000
5259	Operating Materials and Supplies	6,618.7400	60,000.0000	60,308.1100	65,000.0000
	Account Classification Total: 5200 - Supplies	$17,724.90	$83,550.00	$103,133.31	$102,000.00
5300 - Services					
5311	Utilities	8,321.1700	11,000.0000	12,085.2600	12,000.0000
5321	Professional Training	176.8300	2,000.0000	2,020.0000	3,000.0000
5322	Conference/Reimb	73.5000	500.0000	500.0000	500.0000
5324	Professional Association Dues	167.0000	160.0000	160.0000	350.0000
5325	Educational Assistance	0.0000	500.0000	500.0000	500.0000
5331	Engineering/Architecture	2,218.8400	15,000.0000	15,000.0000	18,500.0000
5339	Misc Contract Services	20,424.8900	40,000.0000	41,370.6900	40,000.0000
5351	Liability Insurance Deductible	1,500.0000	1,500.0000	1,500.0000	1,750.0000
5352	Motor Vehicle Insurance	2,900.0000	2,900.0000	2,900.0000	3,000.0000
5361	Building Repair/Maintenance	670.2200	9,000.0000	9,000.0000	9,000.0000
5362	Equipment Maintenance	1,163.7400	3,000.0000	3,000.0000	3,000.0000
5363	MV Repair/Maintenance-External	0.0000	1,000.0000	1,000.0000	1,000.0000
5364	MV Repair/Maintenance-Internal	4,216.2500	6,000.0000	6,000.0000	6,000.0000
5365	Utility Line Repair/Maintenance	84,488.2300	85,000.0000	100,350.3500	115,000.0000
5366	Computer Maintenance	12,947.5300	13,500.0000	13,500.0000	15,000.0000
5378	Columbus Contract	4,484,248.0100	4,740,042.0000	4,875,793.9900	4,882,245.0000
5391	Postage	5,617.2000	15,500.0000	15,500.0000	12,000.0000
5397	Uniform Rental	485.4400	1,600.0000	1,600.0000	0.0000
5399	Other Miscellaneous Services	116,748.2900	75,000.0000	75,205.1400	250,000.0000
	Account Classification Total: 5300 - Services	$4,746,367.14	$5,023,202.00	$5,176,985.43	$5,372,845.00
5600 - Capital Purchases					
5631	Furniture and Fixtures	0.0000	1,000.0000	1,000.0000	1,000.0000
5632	Motor Vehicles	0.0000	87,500.0000	87,500.0000	90,000.0000
5633	Machinery and Equipment	2,929.6700	40,000.0000	40,000.0000	50,000.0000
5639	Other Equipment	60,000.0000	0.0000	85,000.0000	150,000.0000
	Account Classification Total: 5600 - Capital Purchases	$62,929.67	$128,500.00	$213,500.00	$291,000.00
	Department Total: 736 - Wastewater Division	$5,193,117.22	$5,626,859.00	$5,885,225.74	$6,150,363.00

Attachment: 2019 Council 11092019 (2019 Budget Appropriations)

Department: 991 - Debt Service

5400 - Debt Service

5414	G. O. Bond-Principal	94,500.0000	35,300.0000	35,300.0000	36,200.0000		
5424	G. O. Bond-Interest	8,080.9800	4,624.0000	4,624.0000	3,745.0000		
Account Classification Total: 5400 - Debt Service		$102,580.98	$39,924.00	$39,924.00	$39,945.00		
Department Total: 991 - Debt Service		$102,580.98	$39,924.00	$39,924.00	$39,945.00		
	EXPENSES Total	$5,295,698.20	$5,666,783.00	$5,925,149.74	$6,190,308.00		
Fund EXPENSE Total: 720 - Wastewater/Sewer Fund -		$5,295,698.20	$5,666,783.00	$5,925,149.74	$6,190,308.00		

Fund: 740 - Storm Water Drainage Fund

EXPENSES

Department: 737 - Storm Water Division

5100 - Personal Services

5102	Wages-Staff	198,908.4400	186,532.0000	186,532.0000	186,532.0000	
5105	Overtime	414.3400	4,900.0000	4,900.0000	4,900.0000	
5106	Longevity	1,350.0000	1,350.0000	1,350.0000	1,400.0000	
5109	HSA Employer Funding	12,000.0000	16,000.0000	16,000.0000	15,000.0000	
5151	PERS Contribution	24,169.7100	26,989.0000	26,989.0000	26,996.0000	
5161	Group Insurance	46,263.0600	64,498.0000	64,498.0000	60,117.0000	
5164	Workers Compensation	6,031.8800	6,466.0000	6,466.0000	6,467.0000	
5166	Medicare	1,675.8700	2,795.0000	2,795.0000	2,796.0000	
	Account Classification Total: 5100 - Personal Services	$290,813.30	$309,530.00	$309,530.00	$304,208.00	

5200 - Supplies

5201	Office Supplies	1,622.9400	6,500.0000	6,742.3500	6,500.0000	
5203	Computer Supplies	2,416.1800	750.0000	750.0000	750.0000	
5205	Small Tools/Minor Equipment	634.3000	1,000.0000	1,000.0000	1,000.0000	
5241	Uniforms-Purchased	271.4300	750.0000	750.0000	1,000.0000	
5251	MV Gas and Oil	3,777.9600	6,500.0000	6,766.5200	7,000.0000	
5252	Aggregates	136.5000	750.0000	750.0000	750.0000	
5259	Operating Materials and Supplies	13,988.9700	20,000.0000	20,035.0000	30,000.0000	
	Account Classification Total: 5200 - Supplies	$22,848.28	$36,250.00	$36,793.87	$47,000.00	

5300 - Services

5311	Utilities	3,647.8300	8,000.0000	8,619.7700	8,000.0000	
5321	Professional Training	235.0000	400.0000	400.0000	400.0000	
5322	Conference/Reimb	10.0000	20.0000	20.0000	20.0000	
5324	Professional Association Dues	141.0000	220.0000	220.0000	220.0000	
5331	Engineering/Architecture	130.1300	8,000.0000	8,000.0000	8,000.0000	
5339	Misc Contract Services	31,840.7800	47,250.0000	47,859.8700	47,250.0000	
5351	Liability Insurance Deductible	1,249.5000	2,250.0000	2,250.0000	2,250.0000	
5352	Motor Vehicle Insurance	1,750.0000	2,750.0000	2,750.0000	2,750.0000	
5361	Building Repair/Maintenance	2,490.1000	5,000.0000	5,000.0000	5,000.0000	
5364	MV Repair/Maintenance-Internal	1,557.4300	4,500.0000	4,500.0000	4,500.0000	
5365	Utility Line Repair/Maintenance	0.0000	7,500.0000	7,500.0000	8,500.0000	
5378	Columbus Contract	721,828.1100	825,000.0000	886,507.6800	875,000.0000	Per Paul - Cols increase 6%
5391	Postage	5,009.0100	22,000.0000	22,000.0000	22,000.0000	
5397	Uniform Rental	1,239.1800	2,000.0000	2,045.0900	2,000.0000	
5399	Other Miscellaneous Services	32,831.2000	39,000.0000	69,205.1400	39,000.0000	
	Account Classification Total: 5300 - Services	$803,959.27	$973,890.00	$1,066,877.55	$1,024,890.00	

5600 - Capital Purchases

5632	Motor Vehicles	0.0000	40,000.0000	40,000.0000	50,000.0000	3/4 Ton 4x4 Quad Cab Slide in dump
5633	Machinery and Equipment	0.0000	0.0000	0.0000	15,600.0000	2 Computers, Tripod lift/harness safety equip, Root Cutter, Camera Locator, Electric Jackhamme-
	Account Classification Total: 5600 - Capital Purchases	$0.00	$40,000.00	$40,000.00	$65,600.00	
	Department Total: 737 - Storm Water Division	$1,117,620.85	$1,359,670.00	$1,453,201.42	$1,441,698.00	

Department: 991 - Debt Service

5400 - Debt Service

5401	Registrar/Agent/Bank Fees	11,970.0000	0.0000	0.0000	0.0000
5414	G. O. Bond-Principal	105,000.0000	100,000.0000	100,000.0000	100,000.0000
5424	G. O. Bond-Interest	15,330.3300	22,487.0000	22,487.0000	20,227.0000
	Account Classification Total: 5400 - Debt Service	$132,300.33	$122,487.00	$122,487.00	$120,227.00
	Department Total: 991 - Debt Service	$132,300.33	$122,487.00	$122,487.00	$120,227.00
	EXPENSES Total	$1,249,921.18	$1,482,157.00	$1,575,688.42	$1,561,925.00
	Fund EXPENSE Total: 740 - Storm Water Drainage Fund	$1,249,921.18	$1,482,157.00	$1,575,688.42	$1,561,925.00

Attachment: 2019 Council 11092019 (2019 Budget Appropriations)

Fund: 750 - Solid Waste Fund
EXPENSES
Department: 738 - Refuse Collection

5200 - Supplies							
5201	Office Supplies	1,127.2500	2,000.0000	2,000.0000	2,000.0000	2,000.0000	2,000.0000
Account Classification Total: 5200 - Supplies		$1,127.25	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00
5300 - Services							
5315	Private Hauler Contract	1,621,876.5200	2,050,000.0000	2,345,819.4000	2,750,000.0000		
5391	Postage	5,617.1300	15,000.0000	15,000.0000	15,000.0000		
5399	Other Miscellaneous Services	34,285.4400	44,950.0000	45,155.1400	50,000.0000		
Account Classification Total: 5300 - Services		$1,661,779.09	$2,109,950.00	$2,405,974.54	$2,815,000.00		
Department Total: 738 - Refuse Collection		$1,662,906.34	$2,111,950.00	$2,407,974.54	$2,817,000.00		
EXPENSES Total		$1,662,906.34	$2,111,950.00	$2,407,974.54	$2,817,000.00		
Fund EXPENSE Total: 750 - Solid Waste Fund		$1,662,906.34	$2,111,950.00	$2,407,974.54	$2,817,000.00		

Attachment: 2019 Council 11092019 (2019 Budget Appropriations)

Fund: 970 - Taylor Sq School Tief
EXPENSES
Department: 000 - General
Project: 0002 - Phase II
5300 - Services

5373	Auditor/Treasurer Fees	26,120.1100	45,000.0000	45,000.0000	50,000.0000
Account Classification Total: 5300 - Services		$26,120.11	$45,000.00	$45,000.00	$50,000.00
5500 - Transfers/Other					
5501	Transfers	574,385.0000	568,675.0000	568,675.0000	
5527	Agency/Tief Distributions	1,373,122.9700	1,750,000.0000	1,750,000.0000	0.0000
Account Classification Total: 5500 - Transfers/Other		$1,947,507.97	$2,318,675.00	$2,318,675.00	$0.00
Project Total: 0002 - Phase II		$1,973,628.08	$2,363,675.00	$2,363,675.00	$50,000.00
Department Total: 000 - General		$1,973,628.08	$2,363,675.00	$2,363,675.00	$50,000.00
EXPENSES Total		$1,973,628.08	$2,363,675.00	$2,363,675.00	$50,000.00
Fund EXPENSE Total: 970 - Taylor Sq School Tief		$1,973,628.08	$2,363,675.00	$2,363,675.00	$50,000.00

Fund: 971 - Brice Main Tif					
EXPENSES					
Department: 000 - General					
Project: 4001 - Tief-Home Depot					
5300 - Services					
5373	Auditor/Treasurer Fees	1,557.7200	2,500.0000	2,500.0000	2,500.0000
Account Classification Total: 5300 - Services		$1,557.72	$2,500.00	$2,500.00	$2,500.00
Project Total: 4001 - Tief-Home Depot		$1,557.72	$2,500.00	$2,500.00	$2,500.00
Project: 4002 - Tief-Walgreens					
5300 - Services					
5373	Auditor/Treasurer Fees	909.1300	1,200.0000	1,200.0000	2,000.0000
Account Classification Total: 5300 - Services		$909.13	$1,200.00	$1,200.00	$2,000.00
Project Total: 4002 - Tief-Walgreens		$909.13	$1,200.00	$1,200.00	$2,000.00
Department Total: 000 - General		$2,466.85	$3,700.00	$3,700.00	$4,500.00
Department: 991 - Debt Service					
5400 - Debt Service					
5414	G. O. Bond-Principal	75,000.0000	85,000.0000	85,000.0000	75,000.0000
5424	G. O. Bond-Interest	9,912.7000	8,275.0000	8,275.0000	6,800.0000
Account Classification Total: 5400 - Debt Service		$84,912.70	$93,275.00	$93,275.00	$81,800.00
Department Total: 991 - Debt Service		$84,912.70	$93,275.00	$93,275.00	$81,800.00
EXPENSES Total		$87,379.55	$96,975.00	$96,975.00	$86,300.00
Fund EXPENSE Total: 971 - Brice Main Tif		$87,379.55	$96,975.00	$96,975.00	$86,300.00
Fund: 972 - Kroger Tif Debt Retirement					
EXPENSES					
Department: 000 - General					
Project: 4000 - Tief-General					
5300 - Services					
5373	Auditor/Treasurer Fees	(7,731.1900)	1,500.0000	1,500.0000	0.0000
Account Classification Total: 5300 - Services		($7,731.19)	$1,500.00	$1,500.00	$0.00
Project Total: 4000 - Tief-General		($7,731.19)	$1,500.00	$1,500.00	$0.00
Department Total: 000 - General		($7,731.19)	$1,500.00	$1,500.00	$0.00
EXPENSES Total		($7,731.19)	$1,500.00	$1,500.00	$0.00
Fund EXPENSE Total: 972 - Kroger Tif Debt Retirement		($7,731.19)	$1,500.00	$1,500.00	$0.00
Fund: 973 - Summit Rd Tif #1					
EXPENSES					
Department: 000 - General					
Project: 4000 - Tief-General					
5300 - Services					
5373	Auditor/Treasurer Fees	1.7100	50.0000	50.0000	2,000.0000
Account Classification Total: 5300 - Services		$1.71	$50.00	$50.00	$2,000.00
Project Total: 4000 - Tief-General		$1.71	$50.00	$50.00	$2,000.00
Department Total: 000 - General		$1.71	$50.00	$50.00	$2,000.00
EXPENSES Total		$1.71	$50.00	$50.00	$2,000.00
Fund EXPENSE Total: 973 - Summit Rd Tif #1		$1.71	$50.00	$50.00	$2,000.00
Fund: 974 - Taylor Rd Tif #1					
EXPENSES					
Department: 000 - General					
Project: 4000 - Tief-General					
5300 - Services					
5373	Auditor/Treasurer Fees	264.7000	1,000.0000	1,000.0000	500.0000
Account Classification Total: 5300 - Services		$264.70	$1,000.00	$1,000.00	$500.00
Project Total: 4000 - Tief-General		$264.70	$1,000.00	$1,000.00	$500.00
Department Total: 000 - General		$264.70	$1,000.00	$1,000.00	$500.00
EXPENSES Total		$264.70	$1,000.00	$1,000.00	$500.00
Fund EXPENSE Total: 974 - Taylor Rd Tif #1		$264.70	$1,000.00	$1,000.00	$500.00

Attachment: 2019 Council 11092019 (2019 Budget Appropriations)

Fund: 975 - Taylor Rd Trf #2
EXPENSES
Department: 000 - General
Project: 4000 - Tief-General
5300 - Services

5373	Auditor/Treasurer Fees	11.5500	50.0000	50.0000	100.0000
	Account Classification Total: 5300 - Services	$11.55	$50.00	$50.00	$100.00
	Project Total: 4000 - Tief-General	$11.55	$50.00	$50.00	$100.00
	Department Total: 000 - General	$11.55	$50.00	$50.00	$100.00
	EXPENSES Total	$11.55	$50.00	$50.00	$100.00
Fund EXPENSE	Total: 975 - Taylor Rd Trf #2	$11.55	$50.00	$50.00	$100.00
EXPENSE GRAND Totals:		$19,594,579.25	$24,261,602.00	$26,415,872.72	$25,147,131.00

Budget updates:

The following changes were made to the budget that submitted on 11/13/2018:

CIVIL SERVICES

110.534.5332	Legal Services	increased from $3,000 to $4,000
110.534.5336	Medical Services	increased from $14,000 to $15,000

PARKS AND RECREATION

110.340.5105	Overtime	increased from $15,700 to $23,700
110.340.5391	Postage	increased from $1,000 to $5,000

Attachment: Budget updates 11212018 (2019 Budget Appropriations)

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

ORDINANCE REQUEST

DATE:	**December 10, 2018**
TO:	**Finance and Administration Committee**
RE:	ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: SECTIONS 160.01 DEFINITIONS; 160.02 AUTHORIZED POSITIONS, PERSONNEL, CLASSIFICATION AND PAY GRADE; 160.03 SALARY SCHEDULE; 160.05 OVERTIME ELIGIBILITY; 160.07 LONGEVITY AND 160.10 EDUCATIONAL ASSISTANCE AND DECLARING IT AN EMERGENCY

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak

Emergency/Suspension: Emergency

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

Statement of necessity: Financial needs of City's government.

REQUEST CHANGES TO CHAPTER 160.01 DEFINITIONS; 160.02 AUTHORIZED POSITIONS, PERSONNEL, CLASSIFICATION AND PAY GRADE; 160.03 SALARY SCHEDULE; 160.05 OVERTIME ELIGIBILITY; 160.07 LONGEVITY AND 160.10 EDUCATIONAL ASSISTANCE AND DECLARING IT AN EMERGENCY

City of Reynoldsburg, Ohio

Chapter 160

Employee Compensation

June 27, 2017

Attachment: Chapter 160 112618 updates (Chapter 160 Employee Compensation)

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Attachment: Chapter 160 112618 updates (Chapter 160 Employee Compensation)

160.01 DEFINITIONS

Active Pay Status: Except where otherwise defined in this manual, active pay status is a period when an employee is eligible to receive pay directly from the City and includes hours worked, and/or paid leave.

ADA: Americans With Disabilities Act.

Appointing Authority: Elected Official, commission, board or body having the power to appoint, to remove, to suspend or otherwise discipline positions in any office, department, commission, or board.

BWC: abbreviation for Ohio Bureau of Workers' Compensation.

City: The City of Reynoldsburg, Ohio.

Classification (Class): a position, or group of positions that involve similar responsibilities and require similar qualifications to which the same schedule of compensation equitably applies.

Classification Plan (Class Plan): alphabetically arranged compilation of the classification specifications for employees of the City.

Classification Series: classifications which are closely related, and grouped to form a career progression.

Classification Title: descriptive name of a group of positions similar enough to be included under a single classification.

Classified Service: all persons in the employ of the City, not specifically included in the unclassified service.

Collective Bargaining Agreement: written agreement(s) entered into between the City and an exclusive representative of employees of the City pursuant to ORC Section 4117.

Commission: the Civil Service Commission of the City of Reynoldsburg, Ohio.

Compensatory Time: the substitution of earned hours off, in lieu of overtime pay.

Attachment: Chapter 160 112618 updates (Chapter 160 Employee Compensation)

Continuous Service: uninterrupted service of an employee with the City where no break in service occurs. Authorized leaves of absence, or any separation from service which carries with it the right to reinstatement or reemployment shall not constitute a break in service provided the employee is reinstated or reemployed within the allowable time. However, time spent on a leave of absence without pay, layoff, or other separation shall not be included where the completed service of the employee is utilized to determine eligibility for City-provided benefits, except where the employee has a right to such benefits under USERRA (Military Leave).

Day(s): unless otherwise specified, means calendar day(s).

Demotion: change in position that reduces the employee's scope of responsibility and compensation.

Department: city organizational unit directed and controlled by the City and charged with a specific public service function and mission.

Department Head: supervisor (as defined herein) charged with the responsibility of managing a department on behalf of the City. Also called Director in some departments.

Designee: any person authorized by the City or management official to perform a function with or on behalf of the City or management official.

Director: an unclassified supervisor (as defined herein) charged with the responsibility of managing a department on behalf of the City.

~~Discourteous Treatment: failure by an employee to treat others with respect, in a polite and courteous manner.~~

~~Dishonesty: disposition to lie, cheat, or defraud; untrustworthiness; lack of integrity.~~

~~Distribution: an act of distributing goods, materials, and/or written materials or literature.~~

Division: city organizational unit directed and controlled by the City and charged with a specific public service function and mission.

Division Head: supervisor (as defined herein) charged with the responsibility of managing a division on behalf of the City. Also called Superintendent in some divisions.

Earned Time: includes hours actually worked plus hours granted to the employee by the City for holiday, and/or any paid leave provided.

Attachment: Chapter 160 112618 updates (Chapter 160 Employee Compensation)

Emergency Appointment: an appointment may be made by the Appointing Authority without regard to the Chapter160 or the rules of O.R.C. 124.01 to 124.64, but in no case to continue longer than six months, and in case shall successive appointments be made.

Employee: any person holding a position subject to appointment, removal, promotion, or demotion by the Appointing Authority.

Employee, Classified: an employee included in the Classified Civil Service of the City of Reynoldsburg as defined by City Charter.

Employee, Half-Time: part-time employee who regularly works 20 hours per week who will receive sick time of 2.30 hours per pay, vacation at 1.54 hours per pay, and holiday pay at 4 hours per holiday.

Employee, Full-Time: an employee whose employment is expected to continue for longer than one year and who normally works a standard workweek of a minimum of 37.5

Employee, Seasonal: An individual hired primarily to perform services which because of climatic conditions or because of the seasonal nature of such service, it is customary to operate only during regular periods of forty weeks or less in any consecutive fifty-two weeks.

Employee, Service Date: date on which an employee was appointed to initial employment with the City adjusted for time off without pay, or any prior service credit.

Employee, Three-quarter time: part-time employee who regularly works 30 hours per week who will receive sick time of 3.45 hours per pay, vacation at 2.31 hours per pay, and holiday pay at 6 hours per holiday.

Excused Absence: absence from work with the approval of the Appointing Authority or appropriate designee (e.g., sick leave, vacation, holiday, unpaid leave of absence, etc.).

Exempt Employee: salaried employee determined to be exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act, and who therefore does not have to legally be paid the statutory minimum wage and/or be compensated, at premium rates, for additional hours worked in the workweek.

FLSA: abbreviation for the Fair Labor Standards Act.

Attachment: Chapter 160 112618 updates (Chapter 160 Employee Compensation)

FML: abbreviation for Family and Medical Leave.

Flex-Time: adjustment of an employee's work hours to avoid the employee working in excess of 40 hours in one (1) workweek or any other standard work period established in accordance with the FLSA.

Interim Appointment: Interim appointment, made necessary by reason of sickness, disability, or other approved leave of absence of regular officers or employees shall continue only during, such period of sickness, disability or other approved leave of absence. Interim appointments shall be made only to fill a vacancy that results from an employee's absence, or to fill a vacancy that results because of an other employee receives an interim appointment.

Injury Leave: period of time granted by the Appointing Authority or designee for inability of the employee to work because of an on-the-job accident substantiated by a medical report.

Legal Holidays: days proclaimed by the Mayor as days which employees are normally not required to work and are paid the normal hours per day at the employee's prevailing rate, according to the schedule set forth in Section 5.06 or 5.061 herein, as applicable.

Length of Service: interval from the employees service date to any given date.

Longevity: Full-time employees of the City shall be eligible for longevity compensation at the conclusion of six years of continuous service. Payment will be made annually as a lump sum.

Non-Exempt Employee: an employee who is entitled to be paid the federal minimum wage and to be paid at the rate of one and one-half (1 1/2) times the employee's regular rate of pay for all hours worked in excess of 40 in the established workweek or other standard work period established in accordance with the FLSA.

~~O.R.C.: abbreviation for the Ohio Revised Code. Also abbreviated as R.C. when followed by a chapter or section number.~~

OSHA: abbreviation for Ohio's Occupational Safety and Health Act.

Occasional Labor/Independent Contract: an employee who works on an irregular schedule which is determined by the fluctuating demands of the work and is generally not predictable and not paid through a timesheet.

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Overtime: time worked by non-exempt full-time employees in excess of the normal schedule.

PART-TIME: an individual that does not work a regular 40 hour work week .

PERS: abbreviation for the Public Employees Retirement System.

PFDPF: abbreviation for the Ohio Police and Fireman's Disability and Pension Fund.

Pay Period: the official pay period shall be biweekly.

Pay Plan: schedule of compensation rates established for all classifications or positions in the City service.

Personnel Actions: a specific act by the City to implement a personnel decision (e.g. hiring, promotion, demotion, suspension, removal, layoff, wage increases).

Personnel Decisions: such decisions include, but are not limited to: (1) recruitment, (2) selection, (3) placement, (4) testing, (5) training, (6) promotions and transfers, (7) layoff and recall, (8) removal, (9) disciplinary action, (10) employee benefits and compensation, and (11) tangible program services and benefits.

Position: group of duties and responsibilities assigned or delegated by competent authority to be performed by one (1) person. All of the positions listed in the organizational chart constitute positions within City. Positions and the duties of a position may be revised, but the employee's classification remains the same unless the position is reclassified.

Prevailing Pay Rate: rate of compensation in effect at any time.

Prior Service Credit: the City will allow service credit for any prior service an employee may have had with the City or any other Ohio governmental agency or Ohio political subdivision. Part-time service will be pro-rated for prior service credit purposes.

Promotion: change in position which results in an increase in an employee's compensation and responsibility.

Separation (except for cause): applies when the employee leaves the City service of his own volition.

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Sick Leave: period of time granted by the Appointing Authority or appropriate designee due to inability of the employee to work because of physical or mental sickness, or injury due to an off-the-job accident.

Solicitation: act of requesting an individual to purchase goods, materials, or services, or a plea for financial contribution.

Superintendent: a classified individual who has been authorized by the City to perform or assist in performing some or all of the following: hiring, transferring, suspending, laying off, recalling, promoting, discharging, assigning, rewarding, interviewing, evaluating, approving leave requests, approving payroll time sheets or disciplining employees under the direction of the City; to responsibly direct employees; to adjust their grievances; or to effectively recommend any of these actions. Also referred to as Supervisor.

Supervisor: a classified individual who has been authorized by the City to perform or assist in performing some or all of the following: hiring, transferring, suspending, laying off, recalling, promoting, discharging, assigning, rewarding, interviewing, evaluating, approving leave requests, approving payroll time sheets or disciplining employees under the direction of the City; to responsibly direct employees; to adjust their grievances; or to effectively recommend any of these actions. Also referred to as Superintendent.

Suspension: relief of an employee from duty without pay, usually for a short period of time as a disciplinary measure.

Transfer: voluntary and/or involuntary reassignment from one department in the City service to another.

Training Appointment: In the event of a planned (i.e. retirement, notice given of separation) employee separation, the Appointing Authority may employ an additional employee for no longer than eight (8) weeks while the current employee continues their employment with the City.

Unclassified Service: those positions set forth in Section 7.03 of the City Charter as applied to the Civil Service of the City of Reynoldsburg. Positions in the unclassified service shall be exempt from all examinations.

Vacation Leave: period of time granted by the Appointing Authority or appropriate designee during which employees are exempt from work and paid at the employee=s prevailing rate.

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Vacation Year: the interval of time based on the employee's service date with the City and extends from service date to service date.

Vendor: any individual or group engaged in or desiring to engage in the supply of goods, materials, or services, (which are utilized in the conduct of public business) to the City and/or its employees.

Work Area: any office, room, or physical location where official City business is transacted and/or operations of the City are conducted.

Work Time: the time when an employee's duties require that the employee be engaged in work tasks**.**

Written Reprimand: written record of disciplinary action, usually issued after a written warning has failed to improve an employee's conduct or when the employee has committed a more serious violation, which is provided to the employee and placed in the employee's personnel file in an attempt to improve the employees conduct and performance.

Written Warning: written documentation of a verbal counseling and instruction which is provided to the employee and placed in the employee's personnel file to correct any misconduct and improve the employee's conduct and performance.

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160.02 AUTHORIZED POSITIONS, PERSONNEL, CLASSIFICATION AND PAY GRADE

Position	Personnel	Classification	Pay Grade
(***a***) ADMINISTRATIVE			
Mayor	1	Unclassified	See Sect.141.01
Auditor	1	Unclassified	See Sect.143.01
City Attorney	1	Unclassified	See Sect.147.03
Asst. City Attorney	1	Unclassified	~~19~~22
Asst. City Prosecutor	2 p/t	Unclassified	19
City Attorney Secretary	1	Unclassified	15
City Attorney Clerk	1	Classified	12
Mayor's Secretary*	1p/t	Unclassified	15
Clerk of Courts	1	Unclassified	16
Assistant Clerk of Courts	1	Classified	11
Data Entry Operator	1p/t	Classified	6
Data Entry Operator	1	Classified	6
Clerk of Council	1	Unclassified	16
Asst. Clerk of Council	1 p/t	Unclassified	10
Tax Administrator	1	Classified	~~15~~17
Deputy Auditor	1	Unclassified	15
Auditor's Secretary	1 p/t	Unclassified	10
Finance Manager	1	Classified	~~21~~22
Civil Service Administrative Assistant	2 p/t	Unclassified	15
~~Special Events/Media Coordinator~~	~~1~~	~~Unclassified~~	~~12~~
(***b***) DEPARTMENT OF COMPUTER SYSTEMS			
Director of Computer Systems	1	Unclassified	~~20~~22
Network Systems Administrator	1	Classified	19
(***c***) DEPARTMENT OF DEVELOPMENT			
Development Director	1	Unclassified	~~21~~22
Development Director Administrative Assistant	1	Unclassified	~~10~~13
Planning & Zoning Administrator	1	Classified	19
(***d***) HUMAN RESOURCES DEPARTMENT			
Director of Human Resources	1	Unclassified	~~20~~22
Human Resources Generalist	1	Unclassified	12

* Mayor's Secretary to be shared with Human Resources Department

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(*e*) PARKS & RECREATION DEPARTMENT

Director	1	Unclassified	~~20~~22
Administrative Assistant	1	Unclassified	~~12~~13
~~Director~~ Senior ~~Citizens Center~~Center Superintendent	1	Classified	16
Special Events/Media Coordinator	1	Unclassified	12

Position	Personnel	Classification	Pay Grade
Senior Citizens Assistant	2 p/t	Classified	9
Senior Center Activities Instructor	1 p/t	Classified	5
Recreation Superintendent	1	Classified	~~14~~16
Grounds Superintendent	1	Classified	~~14~~16
~~Parks Maintenance - Crew Leader~~Assistant Grounds Superintendent	1	Classified	~~11~~12
Parks Grounds Maintenance	2	Classified	~~2~~3
Parks Maintenance	2	Classified	6
Horticulturist	1	Classified	~~8~~10
Seasonal & Occasional	Variable	Unclassified	See160.03(d) & (e)

(f) POLICE DEPARTMENT

Director of Public Safety	1	Unclassified	~~26~~22
Chief of Police	1	Classified	26A
Deputy Chief of Police	1	Classified	24A
Lieutenant	2	Classified	22A
Sergeant	9	Classified	See Chapter 166
Police Officer	57	Classified	See Chapter 166
Dispatcher	8	Classified	See Chapter 162
Support Services Supervisor	1	Classified	16
Property Room Coordinator	1	Classified	10
Property Room Clerk	1p/t	Classified	7
Chief of Police Administrative Assistant	1	Classified	14
Public Service Records Technician	3	Classified	9
Court Specialist	1	Classified	9
Detective Bureau Administrative Assistant	1	Classified	9
Command & Staff Administrative Assistant	1	Classified	10
Accreditation Manager	1 p/t	Classified	10
Training Manager	1p/t	Classified	10
Court Liaison	2 p/t	Classified	13

(*g*) SERVICE DEPARTMENT

(1) Director of Public Service	1	Unclassified	~~25~~22

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Service Director			
Administrative Assistant	1	Unclassified	13
Secretary	1	Classified	8
Maintenance Foreman	1	Classified	~~14~~16
Custodian	~~2~~3	Classified	5
Maintenance Crew Leader	1	Classified	9
(2) Building Division			
Chief Building Official	1	Classified	19
Asst. Chief Building Inspector	1	Classified	17
Building Inspector I	3	Classified	14
~~Administrative Assistant~~ Permit Technician	1	Classified	11
Code Compliance Officer	2	Classified	6
(3) Water/Wastewater Division			
Superintendent	1	Classified	18
Asst. Superintendent	1	Classified	15
Maintenance Spec/Equip Operator	~~5~~6	Classified	10
~~Maintenance Spec/Equip Operator~~	~~1p/t~~	~~Classified~~	~~10~~
Billing Supervisor	1	Classified	13
Account Clerk 2	4	Classified	7
(4) Street Division			
Superintendent	1	Classified	17
Asst. Superintendent	1	Classified	15
Administrative Assistant	1	Classified	8
(To be shared with Storm Water Utility Division)			
Maintenance Spec/Equip Operator	5	Classified	10
Maintenance Spec/Equip Operator	1*	Classified	10
(To be shared with Storm Water Utility Division)			
Fleet Maintenance Supervisor	1	Classified	14
Fleet Maintenance Technician	1	Classified	10
(4)(a) Storm Water Utility Division			
Asst. Superintendent	1	Classified	~~13~~13
Administrative Assistant	1	Classified	8
(To be shared with Street Division)			
Pollution Control Technician	1	Classified	10
Maintenance Spec/Equip Operator	1	Classified	10
Maintenance Spec/Equip Operator	1*	Classified	10
(To be shared with Street Division)			
(h) DEPARTMENT OF ENGINEERING			
Director of Engineering	1	Unclassified	~~23~~22

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160.03 SALARY SCHEDULE
BEGINNING January 1, ~~2018~~2019, THE FOLLOWING PAY GRADES SHALL BE IN EFFECT:

(a) Full Time Employees

CITY OF REYNOLDSBURG, OHIO
SALARY SCHEDULE
(5% Between Grades, 30% Minimum to Maximum)

GRADE		MINIMUM	TO MAXIMUM
~~1~~	~~Annual~~	~~$ 24,295~~	~~$ 35,078~~
~~2~~	~~Annual~~	~~$ 25,522~~	~~$ 36,816~~
~~3~~1	Annual	$ ~~26,801~~ 27,605	$~~38,661~~ 39,821
~~4~~2	Annual	$~~28,132~~ 28,976	$ ~~40,566~~ 41,783
~~5~~3	Annual	$ ~~29,561~~ 30,448	$ ~~42,589~~ 43,867
~~6~~4	Annual	$ ~~31,042~~ 31,973	$ ~~44.729~~ 46,071
~~7~~5	Annual	$ ~~32,580~~ 33,557	$ ~~46,985~~ 48,395
~~8~~6	Annual	$~~34,214~~ 35,240	$ ~~49,351~~ 50,832
~~9~~7	Annual	$~~35,901~~ 36,978	$~~51,837~~ 53,392
~~10~~8	Annual	$ ~~37,690~~ 38,821	$ ~~54,438~~ 56,071
~~11~~9	Annual	$ ~~39,585~~ 40,773	$ ~~57,152~~ 58,867
~~12~~10	Annual	$ ~~41,580~~ 42,827	$~~59,990~~ 61,790
~~13~~11	Annual	$ ~~43,672~~ 44,982	$ ~~62,991~~ 64,881
~~14~~12	Annual	$ ~~45,874~~ 47,250	$ ~~66,169~~ 68,154
~~15~~13	Annual	$ ~~48,177~~ 49,622	$ ~~69,462~~ 71,546
~~16~~14	Annual	$ ~~50,580~~52,097	$ ~~72,586~~ 74,764
~~17~~15	Annual	$ ~~53,089~~ 54,682	$ ~~76,570~~78,867
~~18~~16	Annual	$ ~~55,745~~ 57,417	$ ~~80,383~~82,794
~~19~~17	Annual	$ ~~58,557~~ 60,314	$~~84,425~~ 86,958
~~20~~18	Annual	$ ~~61,472~~ 63,316	$ ~~88,648~~ 91,307
~~21~~19	Annual	$ ~~64,539~~ 66, 475	$ ~~93,100~~ 95,893
~~22~~ 20	Annual	$ ~~67,759~~ 69,792	$ ~~97,776~~ 100,709
~~23~~21	Annual	$~~71,137~~ 73,271	$~~102,694~~ 105,067

Rev. 44-16, 5/10/2016 Rev. 45-16 5/10/2016, Rev. 110-16 10/24/16, Rev. 119-16 11/14/2016; Rev 64 -17 6/27/2017; 136-17 11/30/2017: Rev 154-17 12/18/2017

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~~24~~22	Annual	$~~74,712~~ 76,953	$~~107,832~~ 111,067
~~25~~23	Annual	$ ~~78,452~~ 80,806	$ ~~113,210~~ 116,606
~~26~~24	Annual	$ ~~82,388~~ 84,860	$ ~~118,873~~ 122,439

*Nonexempt payroll will be based upon hourly rates derived from the annual rates.
** Based on City of Reynoldsburg Council recommendation of 2%.

(b) Senior Police Management

CITY OF REYNOLDSBURG, OHIO
SALARY SCHEDULE

GRADE		MINIMUM	TO MAXIMUM
22A	Annual	$ 81,491	$116,441
24A	Annual	$85,565	$122,263
26A	Annual	$ 89,756	$ 128,298

*Nonexempt payroll will be based upon hourly rates derived from the annual rates.

(c) Part Time Employee
Part time employees' rate of pay shall begin at the minimum hourly rate for the pay grade assigned.

(d) Seasonal Employee

1) Parks and Recreation Department:

Seasonal Recreation Employee	$8.00 - $30.00
Seasonal Maintenance Employee	$8.50 – 14.00
Bus/Van Driver	$9.50 per hour-$16.00

2) Service Department

Water/Wastewater Laborer	$9.00 - $10.50 per hour
Service Seasonal Laborer	$9.00 - $10.50 per hour

3) Street Department

Street Seasonal Laborer	$9.00 - $10.50 per hour

(e) Occasional Labor/Independent Contract
Unless otherwise indicated, occasional shall be paid at the rate mandated as the minimum wage by the Fair Labor Standards Act. Exceptions to this area are as follows:

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(1) Parks and Recreation Department:

Umpire/Referee-	$7.00 to $ $60.00 per game
Program Assistant	$7.80 - $20.00 per game/hour

(2) Service Department (Building Division)

Building Plans Examiner	
Residential/Inspector	$13.00 per hour

160.04 OTHER COMPENSATION

(1) Water/Wastewater Departments – License Compensation

(a) Any employee in the Water Department or Waste Water Department who receives a Class I, Class II, or Class III license from the Ohio EPA shall receive an additional amount per month for the highest held as follows:

Class I	$ 75.00
Class II	$100.00
Class III	$150.00

(b) An employee may be compensated for the highest license regardless of the Department.

2) <u>All Second Shift Chapter 160 Eligible Employees Shift Differential</u>

A shift differential of seventy-five cents ($.75) per hour worked shall be paid to any Chapter 160 eligible employees when the majority of their regularly scheduled shift is after 1:00 p.m. and before 6:00 a.m.

3) Employees who work less than 20 hours per week on a regular basis will receive no benefits.

4) An employee who is temporarily assigned to a classification with a lower rate of pay will not be reduced in pay. An employee temporarily assigned to perform the duties of a higher classification with additional responsibilities should be granted a minimum of (five percent (5%), but no more than ten percent (10%) temporary increase, as determined by the Appointing Authority.

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160.05 OVERTIME ELIGIBILITY

A. POLICY

1. Exempt (Salary): Administrative, executive, professional, and certain other employees paid on a salary basis may be exempted or may fall into one of the specific categories of "non-covered" employees under the FLSA. The following positions are exempt from overtime compensation:

Safety Director	Service Director
Development Director	Deputy Chief of Police
Parks & Recreation Director	Computer Systems Director
Human Resources Director	Superintendent of Streets
Chief Building Official	Clerk of Courts
Superintendent of Water/Wastewater	Chief of Police
Tax Administrator	Finance Manager
Assistant City Prosecutors	Clerk of Council
Planning & Zoning Administrator	Assistant City Attorney
~~Director of Senior Center~~	

Such employees shall not receive a reduction in pay for absences of less than an entire work period (normally five [5] days). Absences will first be deducted from the employee's accumulated sick leave, vacation, or other paid leave time, as appropriate. Sick leave, vacation leave, and holiday pay are based upon a 40 hour week for exempt employees.

2. Nonexempt (Hourly): Employees that fall into the non-exempt status, either by ordinance or the federal Fair Labor Standards Act (FLSA), are paid a set wage on an hourly basis.

3. Part-time employees are expected to work their normally prescribed amount of work hours as determined by the City.

160.06 OVERTIME PAY

(a) Overtime will be authorized by the Appointing Authority or designee when it is necessary to prevent loss of life, damage to property, or to continue essential City services. Only full-time non-exempt employees are eligible for overtime pay.

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(b) Full-time employees required to work, in excess of the established regular work week, holidays and/or any paid leave during the scheduled work week, shall be compensated for the excess hours at the rate of one and one-half (1½) times their current rate of pay. Employees must submit a time sheet by noon on Monday in order to be paid for overtime in the prior two (2) weeks. If not, overtime will be paid in the following pay period. Part-time employees must work more than forty (40) hours per week in order to qualify for overtime pay.

(c)The work period for calculating overtime shall be 12:00 a.m. Saturday through 11:59 p.m. Friday, unless the City has established an alternative work period for certain classes of employees. The City's right to use dual calculations to compute overtime owed to employees covered by collective bargaining agreements remains intact.

(d)In case of death of an employee, any earned overtime hours worked credited to such employee shall be paid to the surviving spouse, or to the estate of the deceased, if there is no surviving spouse**.**

160.07 LONGEVITY

Full-time employee of the City shall be eligible for longevity compensation at the conclusion of six (6) years of continuous service. Employees who are eligible for longevity prior to November 1, 2014 will have an adjusted longevity payment date of November 1. Longevity will be paid on the pay period that includes November 1 annually.

Full-time employees who become eligible for longevity as of November 1, 2014 will be paid longevity their actual anniversary dated with the city. The new rate effective January 1, 2018 is:

From (Conclusion of):	To (Conclusion of):	
6th year	9th year	$~~450.00~~ 550.00 annually
10th year	14th year	$~~500.00~~ 600.00 annually
15th year	19th year	$~~550.00~~ 650.00 annually
20th year	----	$~~600.00~~ 700.00 annually

Employee must be employed by the City of Reynoldsburg on their longevity payment date to receive longevity pay. Longevity pay will not be prorated.

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160.08 ADMINISTRATION OF PAY PLAN

(a) SALARY SCHEDULE AND PAY GRADES

a) ~~1.~~ Effective January 1, 2019 the City will implement a step program for non-bargaining unit employees in pay grades 1 through 14 in non-supervisory rolls as depicted below. There are two methods by which employees shall receive pay increase; anniversary date of hire and the annual increases in the pay table, which go in affective January 1 of each year as approved by City Council. All employees move to the rate in effect for their step on January 1.

b) All new employees will be assigned to Step 1 at the time of hire, unless there is qualifications that the Appointing Authority approves a start of a higher step.

c) In order to move to the next step an employee's performance must meet or exceed expectations. Any employee not meeting performance standards will be notified of a delay of the step increase by six-months. At the six-month mark there will be another evaluation of performance and if the employee meets the performance standards, they will be granted their step increase and then move forward to their next step on their anniversary date.

d) During the implementation of steps, each employee will move to the next step from their current pay as of January 1, 2019 on their anniversary date. For example, an employee's current rate of pay is between Step 3 and Step 4, they will move to Step 4 on their anniversary date.

1. The denial of an increase is not a disciplinary action nor a reduction in pay, the employee has simply not earned an increase

~~1. Basis of the Overall Salary Schedule and Adjustments~~

TABLE FOR STEPS FOR PAY GRADE 1 -14 NON SUPERVISORY
WILL BE INSERTED HERE

TABLE FOR PAY GRADE 13 – 26A SUPERVISORY POSITIONS
WILL BE INSERTED

~~The overall level of pay of non-bargaining unit employees is based in part on available resources and in part on a survey of the City's competitive standing in relation to comparable cities within the Greater Columbus area. Since it is impractical for the City to survey all classifications within the compensation plan, the City surveyed certain benchmark classifications that are common in most similar cities. Then, through a point-factoring process, each individual job classification was assigned a Pay Grade based upon that classification's level of responsibility, nature of duties, complexity of duties, and qualifications compared to the benchmarks and compared to all other classifications covered by this Pay Plan.~~

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Each year, City Council will review the minimum and maximum rates set forth in Reynoldsburg Chapter 160.03 and determine whether and to what extent the City should adjust the overall Salary Schedule in order to allow the City of Reynoldsburg to remain competitive in the labor market and to help its employees' wages maintain pace with inflation. In doing so, the Council will review the City's available resources, any updated survey information, and any annualized changes in the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers – U.S. City Average published by the United States Department of Labor Bureau of Labor Statistics. Any percentage adjustment agreed upon by Council will be applied to all Pay Grades, so as to maintain the same differential between them. The adjustment will normally be effective as of January 1 of each year.

The CPI data and any survey data of comparable jurisdictions will only be used as guidelines to help the Council assess the City's options year to year. Although the City might only resurvey every three (3) years, rather than annually, the Salary Schedule will nevertheless be reviewed annually for possible adjustment.

2. Initial Pay Grade Assignments:

~~Each non-bargaining unit position authorized by the City Council shall be assigned to a job classification, and each classification shall be assigned to a Pay Grade as set forth in Reynoldsburg Chapter 160.02. Each Pay Grade shall be assigned a minimum and maximum rate as set forth in Reynoldsburg Chapter 160.03.~~

~~The appointing authority may establish the hiring rate within the Pay Grade, based upon qualifications, education and experience.~~

3. Promotions

Upon promotion, the employee's rate of pay shall be the rate within the higher appropriate Pay Grade that affords the employee an increase of not less than 5% over the employee's rate for the position prior to promotion.

4. Transfers and Certain Other Appointments

Upon lateral transfer or appointment to a classification within the same Pay Grade, the employee's pay level is to remain at the same Pay Grade and rate. If that lateral transfer or appointment is to a classification with a lower Pay Grade, the appointing authority may establish the employee's pay at an equitable rate within the lower Pay Grade authorized by Reynoldsburg Chapter 160.03 Salary Schedule. Promotion transfers and appointments are to be in accordance with Reynoldsburg Chapter 160.08. All benefits are retained when an employee transfers or is appointed to another position within the service of the City for any reason.

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(b) INDIVIDUAL INCREASES FOR PAY GRADES SUPERVISORY STAFF 13 – 26A

Employees in pay grades 13 and above that service in a supervisory role, will receive increases based upon an annual evaluation completed by their direct supervisor each spring. The amount of the increase will be with the salary range for the pay grade determined by the Appointing Authority. ~~After January 1, 2003 and as of each January 1 thereafter, the City Council will determine the amount of increase for which employees are eligible, as follows:~~

~~1. Employees whose pay falls within their Assigned Pay Grades:~~

~~Any employee whose pay falls within his or her assigned pay ranges after the Council makes any annual adjustment to the Salary Schedule and whose performance meets or exceeds an acceptable level for the previous evaluation year (Dec. 1 – Nov. 30), shall receive a increase. All such employees shall receive the same percentage increase, as determined by Council, unless the Council elects to allow a higher percentage for employees who have not yet reached a certain level within their respective Pay Grades (e.g., the top quartile).~~

~~Beginning January 1, 2005, adjustments will be made based on actual evaluations.~~

~~Notwithstanding the above except as provided in Reynoldsburg Chapter, 160.08 pay increases may not exceed the maximum for any Pay Grade. So, for example, if City Council has determined to adjust the overall Pay Grades upward by two percent (2%) and to allow three percent (3%) increases for employees within the Grade, an employee whose pay was already at the maximum for the Grade is eligible for a two percent (2%) pay increase. The remainder of the increase will be paid to the employee in the form of a 1% lump sum payment. It is possible for an employee whose performance is unsatisfactory to fall below the minimum of the Pay Grade.~~

~~2. Employees whose pay is below the grade:~~

~~Each employee whose pay rate remains below the minimum for his or her assigned Pay Grade after the Council makes any annual adjustment to the Salary Schedule shall be eligible for a performance-based increase each January 1 on the same basis as employees whose pay falls within their respective Pay Grades (based on performance). However, if the employee earns an increase, but that increase is insufficient to increase the employee's pay to at least the minimum for his or her Pay Grade, the employee's pay will be increased to that minimum.~~

~~3. Employees whose pay is above the grade:~~

~~Each employee whose pay rate is above the maximum for his or her assigned Pay Grade after Council makes any annual adjustment to the Salary Scale and whose performance would otherwise have warranted an increase (based on performance)~~

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~~will receive a lump sum amount equal to the increase allowed by Council but such amount will not be added to the employee's base pay. Once the maximum for the Pay Grade exceeds the employee's rate of pay, such employee will be eligible for increases on the same basis as other employees whose pay falls within their Pay Grades.~~

~~4. Performance That Does Not Meet or Exceed Acceptable Levels~~

~~If the appointing authority determines that the employee's performance did not meet or exceed an acceptable level during the previous evaluation year; the employee will not receive a January 1 increase. However, the employee may request a meeting with the appointing authority or his or her designee to review, and if appropriate, adjust the ratings. The appointing authority may invite other appropriate people to the meeting, and will decide whether to revise the individual's evaluation. If he or she decides to adjust the score to a level that would warrant an increase, such increase shall be retroactive to the date the increase would normally have been effective. If no increase is warranted, the appointing authority will see that the employee is given additional direction as to what he or she must do in order to meet or exceed an acceptable level of performance for the next round of annual evaluations.~~

~~An employee whose performance was rated as not meeting or exceeding acceptable levels will receive a special evaluation as of the immediately following April 30, if he or she is still employed as of that date. If the employee receives a satisfactory evaluation at that time, he or she will receive the percentage increase effective May 1, but not retroactive to January 1.~~

~~The denial of an increase is not a disciplinary action nor a reduction in pay The employee has simply not earned an increase~~.

5. Probationary Employees and New Employees
The appointing authority shall have the option of withholding a January 1 increase for a probationary employee or for a non-classified employee whose employment with the City is less than six months.

160.09 GROUP INSURANCE

(a) Each employee eligible for medical insurance under the Affordable Health Care Act is entitled to such benefits provided by a group insurance contract, the premiums of which, including premiums for dependent coverage, if appropriate, shall be paid by the City less an employee/newly elected or appointed official premium contribution of twelve percent (12%) of the total monthly premium for health, and seven percent (7%) for dental and vision

Attachment: Chapter 160 112618 updates (Chapter 160 Employee Compensation)

insurance unless otherwise specified. Premium contributions shall be paid by payroll deduction. Coverage's and exclusions are as follows:

1. Effective January 1, 2014, eligible employees and each newly elected official who choose to utilize the City's medical insurance will pay twelve (12%) of the monthly premium contribution.

2. Effective January 1, 2008 for eligible employees and place into the H.S.A. amounts for single and family coverage as determined annually by City Council. Contributions for elected officials shall be equal to the contribution for full-time employees. Said amounts will be placed into the individual H.S.A. by the Auditor not later than January 15th of each year or as determined by the appropriate Labor Agreement.

   A. The following shall apply for each full-time employee and is eligible for Medicare coverage:

   The City will reimburse said full-time employee or elected official for qualified medical expenses and prescriptions that meet the insurance plan deductible coverage up to the same contribution level of those not eligible for Medicare coverage.

3. Full-time employees required to forfeit insurance coverage because their spouse is also a covered City employee shall receive twenty-five (25) dollars per month while such forfeiture is in effect.

4. Full-time employees may "opt out" of City provided health insurance provided they supply a certificate of coverage from another provider. Employees who "opt out" of employee only coverage will be paid One Thousand Five Hundred Dollars ($1,500.00) annually. Employees who "opt out" of family coverage will be paid Two Thousand Five Hundred Dollars ($2,500.00) annually and any employee opting to take employee only coverage in lieu of family coverage, except as determined by Section (4) above, will be paid One Thousand Five Hundred Dollars ($1,500.00) annually. All dates of payments made under this "opt out" provision will be determined by the Auditor.

5. Each permanent three-quarter (30 hour) or more employee shall receive a minimum of Fifty Thousand Dollars ($50,000.00) or one times annual salary Life insurance rounded off to the next higher One Thousand Dollars ($1,000.00), plus an equal amount of Accidental Death Insurance. Part-time elected officials do not receive Life Insurance benefits. Premiums shall be fully paid by the City. The city shall provide police liability insurance for all police officers.

Attachment: Chapter 160 112618 updates (Chapter 160 Employee Compensation)

Effective January 1, 2001 each full-time, non-bargaining unit employee is entitled to disability benefits provided by an insurance carrier, the premium of which is paid by the City of Reynoldsburg.

160.10 EDUCATIONAL ASSISTANCE

1. All full-time employees are eligible to participate in the Educational Assistance Incentive Program of the City. Participation is voluntary and available to those who elect job-related self-development activities during non-working hours. All coursework must be taken in accordance with a Planned Program of Professional Improvement approved by the appointing authority in advance.

2. The allowances for assistance are as follows:

   A. All full-time employees are eligible to participate in the Educational Assistance Incentive Program of the City. Participation is voluntary and available to those who elect job-related self-related self-development activities during non-working hours. All coursework must be taken in accordance with a Planned Program of Professional Improvement approved by the appointing authority in advance.

   B. The allowances for assistance are as follows:

      1. The annual allowance for college credit coursework education assistance (per employee) is $~~2,750.00~~ 3,000.00 per academic year.

      2. The annual allowance for non-college credited coursework education assistance (per employee is $1,000.00 per academic year

      3. Annual text book reimbursement shall not exceed fifty percent (50%) of the actual cost of textbooks for college credit coursework and $250.00 for non-college credit coursework during the academic year.

      4. All coursework must be preapproved before commencement of the course

3. To qualify for assistance, plan participants shall satisfactorily complete the course(s) with a grade of C or better, or pass a pass/fail course. Reimbursement shall be made upon submission of official transcripts, tuition statements, and receipts for textbooks.

4. An employee who has received educational assistance must remain an employee for one (1) year following completion of the courses for which assistance was received. Should an employee separate from service with the City of Reynoldsburg within the one (1) year period, except in the event of a disability retirement, that employee must repay any assistance received in the one (1) year period.

Attachment: Chapter 160 112618 updates (Chapter 160 Employee Compensation)

160.11 CITY CLOTHING PROVIDED

1. The Appointing Authority reserves the right to prescribe appropriate attire and grooming and to set standards which are deemed to be in the best interest of the City and ensure an appropriate image for the City.

2. The Appointing Authority requires that an employee's clothing, grooming, and overall appearance be appropriate, in good taste, present a favorable public image, and be in conformity with regulations established by the City due to the specialized nature of service provided or the employment position maintained.

3. Clothing shall be conducive to the safe and effective performance of required job duties.

4. Certain employees may be required to wear regulation uniforms while on duty. The applicable departments may establish policies and procedures governing uniforms. When employees are required to wear a regulation uniform, the City shall provide the uniforms and/or provide a uniform allowance as prescribed by the City ordinance or applicable collective bargaining agreement.

5. Employees are required to keep uniforms neat, clean, and in good repair. City-issued uniforms may only be worn by employees while conducting official City business.

6. The City shall provide standard work clothing and safety equipment for all maintenance employees of the Parks and Recreation, Service, Street, Vehicle Maintenance, Water/Waste Water, Storm Water Utility and the Building Department employees**.** Each item of work clothing shall be suitably and permanently identified as belonging to the City. Any item unaccounted for shall be charged to the employee.

160.12 CITY CLOTHING PROVIDED (SENIOR POLICE MANAGEMENT)

In addition to non-conflicting provisions in Section 7.07, the following shall apply to Senior Police Management.

The City shall furnish the basic uniforms and new equipment for all sworn officers. Uniform parts and equipment shall be replaced by the City on an as-needed basis. All uniforms and equipment purchased by the City remain the property of the City and must be returned when a member is separated from City service for any reason.

Uniform items not accounted for shall be replaced at the employee’s expense. Failure to do so shall result in the value of the uniform items not accounted for being withheld from the employee’s separation pay.

The City shall repair or replace all uniform items damaged or destroyed in the line of duty so long as the damage was not due to the employee’s misconduct or negligence.

Attachment: Chapter 160 112618 updates (Chapter 160 Employee Compensation)

The City shall repair or replace eye glasses damaged or destroyed in the line of duty so long as the damage is not due to the employee's misconduct or negligence. This section shall provide coverage only for a like amount of the damaged eye glasses.

Employees assigned to plain clothes or administrative duty shall be permitted to purchase civilian clothing and components up to the reimbursable amount of $850 per year. Clothing selected shall be at the discretion of the employee but shall be moderately conservative in style, cut, and color, and shall be acceptable to the local business community.

If not caused by negligence or misconduct of the employee, civilian clothing and/or components damaged to the point of unserviceability, in the line of duty, shall be replaced by the City as soon as possible at no charge to the current or subsequent allowance. Replacement does not include normal wear and tear.

Employees shall be reimbursed for necessary dry cleaning of uniforms or plain cloths items. Employees shall utilize the dry cleaning facility or facilities designated by the City. The following items shall be provided by the City:

Trousers — 5
Shirts, Winter — 5
Shirts, Summer — 5
Ties — 3
Tie Bar — 1
Shoes — 1 pair
Boots — 1 pair
Jacket – All Season – 1
Raincoat — 1
Hat, Winter — 1
Trooper Winter Hat — 1
Hat, Summer — 1
Raincoat Cover — 1
Hat Badge — 1
Breast Badge — 2
Name Plate — 2
Whistle — 1
Whistle Chain — 1
Holster — 1
Magazine — 2
Magazine Pouches — 1 (dbl)
Handcuffs — 1
Handcuff Case — 1
Handcuff Key — 1
Belt Keepers — 4
Walkie Talkie Holder — 1
Mace — 1
Mace Holder — 1
Gloves — 1 pair
Flashlight — 1 (3 cell)
Cite Bookholder — 2
Wristwatch — 1
Protective Vest — 1
Belt (Trouser) — 1
Gun Belt — 1
Service Weapon — 1

Attachment: Chapter 160 112618 updates (Chapter 160 Employee Compensation)

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

ORDINANCE REQUEST

DATE:	**December 10, 2018**
TO:	**Finance and Administration Committee**
RE:	ORDINANCE AUTHORIZING RENEWAL OF CITY'S HEALTH INSURANCE COVERAGE WITH MEDICAL MUTUAL OF OHIO FOR THE PERIOD FROM JANUARY 1, 2019 THROUGH DECEMBER 31, 2019 AND DECLARING AN EMERGENCY.

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak

Emergency/Suspension: Emergency

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

Statement of necessity: Financial needs of the City's government.

Authorizing the Mayor to enter into a one-year agreement with Medical Mutual of Ohio for the City's Health Insurance coverage with Medical Mutual of Ohio for the period of January 1, 2019 through December 31, 2019 and declaring it an emergency.

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

ORDINANCE REQUEST

DATE:	**December 10, 2018**
TO:	**Finance and Administration Committee**
RE:	ORDINANCE AUTHORIZING MAYOR TO ENTER INTO CONTRACT FOR CITY INSURANCE FOR 2019 AND DECLARING AN EMERGENCY.

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak

Emergency/Suspension: Emergency

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

Statement of necessity: Financial needs of the City's government.

Request authorization for the Mayor to enter into a contract for city insurance (property, liability, automobile and cyber coverage) for a year period beginning January 1, 2019 and ending December 31, 2019 with Willis of Ohio and its related companies in the amount not to exceed $190,000 and declaring it as an emergency

City Auditor's Office
Stephen Cicak
7232 E. Main Street
Reynoldsburg OHIO 43068
614/322-6858 Phone

ORDINANCE REQUEST

DATE:	**December 10, 2018**
TO:	**Finance and Administration Committee**
RE:	**Ordinance Authorizing the City Auditor to Fund Health Savings Accounts for 2019 and Declaring an Emergency**

Approval:

Completed Brad McCloud	Completed Jed Hood	Skipped Stephen Cicak

Emergency/Suspension: Emergency

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

Emergency/Suspension: Emergency

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

Be it Ordained by the City Council of the City of Reynoldsburg, Ohio:

Section 1: That the City Auditor is at this moment authorized and directed to fund the Health Savings Accounts that have been established by Chapter 160 Employee Compensation, for City Employees and Elected Officials, in the following amounts for 2019:

	FAMILY	SINGLE
Chapter 160	Up to $4000	Up to $2000
FOP	as negotiated in contract	
FOP-OLC	as negotiated in contract	
FOP-POBA	as negotiated in contract	

City Auditor's Office
Stephen Cicak
7232 E. Main Street
Reynoldsburg OHIO 43068
614/322-6858 Phone

Section 2. That for all those employees who begin employment after the Health Care Savings Accounts have been funded; the City Auditor will determine the amounts and dates applicable to them.

Section 3. That this ordinance is to be deemed an emergency measure necessary for the financial needs of the city and further to be effective January 1, 2019, as per Labor Contracts and PPM; wherefore upon adoption by the council, this ordinance shall be in effect immediately upon the signature of the Mayor.

Water and Wastewater Department

Paul Hellman
614-322-4500 Phone

ORDINANCE REQUEST

DATE:	**December 10, 2018**
TO:	**Public Service and Transportation Committee**
RE:	**ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: Amending Subsection (a) of Section 953.01 "Water Rate Schedule" OF CHAPTER 953 WATER CHARGES.**

Approval:

Completed Brad McCloud	Completed Jed Hood	Stephen Cicak

I am requesting an ordnance authorizing to increase 2018 water rate from $7.81 per 1,000 gallons to $8.12per 1,000 gallons. It is a 4 percent increase from 2018.

953.01 Water Rate Schedule

(a) Charges for water furnished by the municipally-owned water system shall be at the rate of ~~seven dollars and eighty one cents ($7.81) per thousand gallons effective January 1, 2018~~. EIGHT DOLLARS AND TWELVE CENTS ($8.12) PER 1000 GALLONS EFFECTIVE JANUARY 1, 2019.

If the rate was increased 3% the text would be as follows:

953.01 Water Rate Schedule

(a) Charges for water furnished by the municipally-owned water system shall be at the rate of ~~seven dollars and eighty one cents ($7.81) per thousand gallons effective January 1, 2018~~. EIGHT DOLLARS AND FOUR CENTS ($8.04) PER 1000 GALLONS EFFECTIVE JANUARY 1, 2019.

WATER USAGE

WATER COLUMBUS RATE	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018 EST	2019 EST	2020 EST	2021 EST
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	Actual	Actual	EST	EST	EST	EST
POPULATION (LOW GROWTH)	32,069	32,796	32,796	32,878	32,943	33,059	33,544	35,787	35,818	35,970	35,970	35,970	36,347	36,526	36,711	37,158	37,158	37,158	37,158	37,158	37,158
POPULATION INCREASE	131	727	0	82	65	116	485	2,243	31	152	0	0	377	179	185	447	0	0	0	0	0
NEW NET RESIDENTIAL ACCOUNTS	45	249	0	28	22	40	166	768	11	52	0	0	129	61	63	153	0	0	0	0	0
LOW GROWTH WATER USAGE	1,079,048,344	1,143,641,884	1,101,025,332	1,177,256,256	1,272,466,932	1,250,096,496	1,226,491,860	1,178,168,816	1,179,615,448	1,260,340,356	1,270,911,092	1,272,627,004	1,199,875,776	1,185,138,815	1,119,929,506	1,106,330,118	1,050,353,546	1,112,138,940	1,152,826,950	1,152,826,950	1,152,826,950
POPULATION (HIGH GROWTH)	32,069	32,796	32,796	32,878	32,943	33,059	33,544	35,787	35,818	35,970	35,970	35,970	36,347	36,526	36,711	37,158	37,158	37,158	37,158	37,158	37,158
POPULATION INCREASE	-184	727	0	82	65	116	485	2,243	31	152	0	0	377	179	185	447	0	0	0	0	0
NEW NET RESIDENTIAL ACCOUNTS	-63	249	0	28	22	40	166	768	11	52	0	0	129	61	63	153	0	0	0	0	0
HIGH GROWTH WATER USAGE	1,079,048,344	1,143,641,884	1,101,025,332	1,177,256,256	1,272,466,932	1,250,096,496	1,226,491,860	1,178,168,816	1,179,615,448	1,260,340,356	1,270,911,092	1,272,627,004	1,199,875,776	1,185,138,815	1,119,929,506	1,106,330,118	1,050,353,546	1,112,138,940	1,152,826,950	1,152,826,950	1,152,826,950
POPULATION COMPOSITE	32,069	32,796	32,796	32,878	32,943	33,059	33,544	35,787	35,818	35,970	35,970	35,970	36,347	36,526	36,711	37,158	37,158	37,158	37,158	37,158	37,158
POPULATION INCREASE	-127	727	0	82	65	116	485	2,243	31	152	0	0	377	179	185	447	0	0	0	0	0
NEW NET RESIDENTIAL ACCOUNTS	-44	249	0	28	22	40	166	768	11	52	0	0	129	61	63	153	0	0	0	0	0
COMPOSITE WATER USAGE	1,079,048,344	1,143,641,884	1,101,025,332	1,177,256,256	1,272,466,932	1,250,205,704	1,226,491,860	1,178,168,816	1,179,615,448	1,260,340,356	1,270,911,092	1,272,627,004	1,199,875,776	1,185,138,815	1,119,929,506	1,106,330,118	1,050,353,546	1,112,138,940	1,152,826,950	1,152,826,950	1,152,826,950
90% OF USAGE IS BILLABLE																					
Gallons per day per pop	92 19	95 54	91 98	98 10	105 83	103 61	100 17	90 20	90 23	96 00	96 80	96 93	90 44	88 89	83 58	81 57	77 44	82 00	85 00	85 00	85 00
Percentage Usage received	89%	88%	85%	82%	80%	78%	75%	79%	76%	69%	69%	69%	70%	72%	71%	77%	77%	75%	77%	77%	77%

Water Fund **Water Fund** **Water Fund**

	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018 EST	2019 EST	2020 EST	2021 EST
REVENUES																					
SERVICE CHARGES	2,352,242	2,562,378	2,489,968	2,543,000	2,909,210	3,045,055	3,294,953	3,978,340	4,136,754	4,452,982	4,914,612	5,361,149	5,426,893	5,535,225	5,391,111	6,155,472	6,063,979	6,516,687	7,212,648	7,501,154	7,801,200
CIP FEE													329,220	766,830	740,128	789,716	777,494	834,104	887,677	887,677	887,677
CAPACITY FEE	815,385	805,316	608,181	342,944	612,933	222,380	223,238	232,562	8,745	38,470	32,060	51,878	27,400	73,990	79,276	14,599	29,726	20,000	20,000	20,000	20,000
OTH SOURCES (BONDS)	374,850	0	991,738	0	0	0	1,800,000	862,223	842,538	379,010	117,282	1,002,474	97,262	63,119	63,119	63,119	1,563,119	0	0	0	0
TOTAL SYSTEM REV.	3,542,477	3,367,694	4,089,887	2,885,944	3,522,143	3,267,435	5,318,191	5,073,125	4,988,037	4,870,462	5,063,954	6,415,501	5,880,775	6,439,164	6,273,634	7,022,906	8,434,318	7,370,791	8,120,325	8,408,830	8,708,877
EXPENSES																					
COLUMBUS CONTRACT	1,649,859	1,854,482	1,848,548	2,079,729	1,743,268	3,165,462	2,745,078	2,994,347	3,312,973	3,706,367	4,254,971	4,371,469	4,446,762	4,434,232	4,293,718	4,429,778	4,335,100	4,604,864	4,868,802	5,014,866	5,165,312
O & M	606,097	594,665	620,891	644,228	606,172	616,111	611,195	593,869	701,403	694,357	651,064	568,293	773,929	637,105	638,853	761,198	697,941	732,838	762,152	792,638	824,343
TRANSFER TO GEN FUND	75,000	75,000	75,000	106,748	106,748	106,748	106,748	106,748	106,748	128,577	128,577	128,577	128,577	128,577	128,577	128,577	128,577	128,577	128,577	128,577	128,577
CIP/ OTHER TRANSF			167,489		821,688	159,960	1,502,690	218,428	745,891	224,226	94,352	808,623	99,763	353,836	892,756	392,899	937,116	2,346,329	720,105	718,269	721,546
DEBT SERVICE	644,029	261,905	1,254,842	345,624	347,063	343,561	416,129	1,397,435	346,659	453,112	412,781	443,750	480,786	340,274	316,396	315,872	382,553	365,757	367,758	359,594	369,594
TOTAL EXP	2,974,986	2,786,052	3,966,770	3,176,329	3,624,939	4,391,841	5,381,840	5,310,827	5,213,674	5,206,639	5,541,745	6,320,712	5,929,817	5,894,024	6,270,300	6,028,324	6,481,287	8,178,365	6,847,393	7,023,943	7,209,372
NET OP. INCOME	567,491	581,642	123,117	-290,385	-102,796	-1,124,406	-63,649	-237,702	-225,638	-336,177	-477,791	94,789	-49,042	545,140	3,334	994,582	1,953,031	-807,574	1,272,932	1,384,887	1,499,505
FUND BAL / TOT EXP	0.91	1.18	0.86	0.98	0.83	0.43	0.34	0.30	0.26	0.20	0.10	0.10	0.10	0.19	0.18	0.36	0.63	0.40	0.67	0.85	1.03
FUND BALANCE	2,710,042	3,291,684	3,414,801	3,124,416	3,021,620	1,897,214	1,833,565	1,595,863	1,370,225	1,034,048	556,257	651,046	602,004	1,147,144	1,150,478	2,145,060	4,098,091	3,290,517	4,563,448	5,948,336	7,447,841

	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018 EST	2019 EST	2020 EST	2021 EST
Columbus Rate	1.59	1.59	1.67	1.82	1.95	2.04	2.24	2.61	2.84	3.08	3.31	3.57	3.72	3.72	3.83	3.98	4.10	4.14	4.22	4.35	4.48
% Increase	10.42%	0.00%	5.03%	8.98%	7.25%	4.50%	10.00%	16.50%	8.50%	8.50%	7.50%	8.00%	4.00%	0.00%	3.00%	4.00%	3.00%	1.00%	2.00%	3.00%	3.00%
Reynoldsburg Rate	2.45	2.55	2.65	2.65	2.87	3.13	3.57	4.28	4.64	5.13	5.59	6.12	6.49	6.49	6.81	7.22	7.51	7.81	8.13	8.45	8.79
% Increase	19.51%	4.08%	3.92%	0.00%	8.30%	9.00%	14.00%	20.01%	8.50%	10.50%	9.00%	9.50%	5.97%	0.00%	5.00%	6.00%	4.00%	4.00%	4.00%	4.00%	4.00%

2012

804,927.00	Phase I Huber
	Phase II Huber
	Hydraulic Water Model
3,696.00	Summit
808,623.00	

2013

98,099.53	Huber Water Line
1,663.24	Summit Rd
0.00	Misc bal in CIP fee collected
99,762.77	

2014

18,081.00	Misc Water projects
10,442.00	Brice Rd
319,936.00	Huber Water Line
1,000.00	E Broad St Tank
4,377.00	Furth Dr Waterline
373,957.46	carryover
727,793.46	

2015

25,572.00	Misc Water projects
212,258.00	Huber Water Line
216,449.00	E Broad Water Tank
438,467.00	Furth
892,756.00	

2016

908.00	Brice Road
25,170.00	Taylor Rd
10,477.00	E Broad Water
67,341.00	Furth
7,205.00	2015 Street
280,177.00	Briarcliff
1,621.00	2017 Main St
392,899.00	

2017

	Misc Water projects Current YR CIP receipts
7,801.00	Furth
929,054.00	2017 Main st waterline
	Main Street
261.00	Briarcliff
937,116.00	

2018

810,632.00	Bal of 2017 water line
-165,623.00	2018 Debt pmt from CIP
1,489,320.00	carryover from 2017 (CIP TAB)
212,000.00	misc equipment
2,346,329.00	

2019

887,676.75	Misc Water projects
-167,572.00	2019 Debt Payment
720,104.75	

2020

887,677	2020 CIP
-169,408	debt payment Main St

2021

887,677	2021 CIP
-166,131	debt payment Main St

Attachment: 2019 water rate performa (2019 Water Rates)

PAUL HELLMAN
Water/Wastewater Superintendent
CITY OF REYNOLDSBURG
7232 EAST MAIN STREET
REYNOLDSBURG, OHIO 43068
(614) 322-4500 voice Ext 4503
(614) 575-4573 fax
Phellman@ci.reynoldsburg.oh.us

MEMORANDUM

DATE: October 22, 2018

TO: Mayor Brad McCloud, Director of Public Service Bill Sampson, Public Service and Transportation Committee, Brett Luzader.

RE: 2019 Water and Sewer Rates

Please find attached the proposed water and sewer rate increase for 2019. We are requesting a 4% increase for water rates and a 4% increase in sewer rates, an overall 4% increase. The average water bill will increase to $8.12 for water and $8.29 for sewer a month based on 22,400 gallons used in a quarter a total of $14.11 additional per bill.

Columbus is raising their rates for water and sewer. During the budget meetings the rates went up from what was expected. The rates they came up with for 2019 are 2% for water and 3% for sewer. We will be raising our water rate 2% and sewer rates 1% over what Columbus raised and is charging.

INCREASE

Water	4.0% increase 2019 ($7.81/1000 gallons) 2018 ($8.12/1000 gallons)
Sewer	4.0% increase 2019 ($7.97/1000 gallons) 2018 ($8.29/1000 gallons)

Increase

$0.31	per 1000 gallons a month water
$0.32	per 1000 gallons a month sewer

Attachment: 2019 Water and Sewer Rates memo 10-22-2017 4% (2019 Water Rates)

Proposed Rates - 2019

- Water: **2.0%**
- Sewer: **3.0%**
- Storm: **1.0%**

Overall % Increase To Residential Bill:
2.49%

- **Average Estimated Quarterly Residential Bill $ Increase: $6.89**
- **Average Estimated Annual Residential Bill $ Increase: $27.56**
- **Low income and senior discounts continue.**

THE CITY OF
COLUMBUS
ANDREW J. GINTHER, MAYOR

DEPARTMENT OF
PUBLIC UTILITIES

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

ORDINANCE REQUEST

DATE:	**December 10, 2018**
TO:	**Public Service and Transportation Committee**
RE:	ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: Amending Subsection (c) of Section 945.02 "Rate Schedule" OF CHAPTER 945 SEWER CHARGES.

Approval:

Completed Brad McCloud	Completed Jed Hood	Stephen Cicak

I am requesting an ordnance authorizing to increase 2019 wastewater rate from $7.97 per 1,000 gallons to $8.29 per 1,000 gallons. It is a 4 percent increase from 2018.

945.02 Sewer Rate Schedule

(a) Sewer charges for any building or premises shall be based on water consumption for the buildings. Sewer rental charges are hereby established for all residential, commercial and industrial users, effective ~~January 1, 2018 seven dollars and ninety six cents ($7.96) per 1,000 gallons~~. JANUARY 1, 2019 AT THE RATE OF EIGHT DOLLARS AND TWENTY NINE CENTS ($8.29) PER 1,000 GALLONS.

PAUL HELLMAN
Water/Wastewater Superintendent
CITY OF REYNOLDSBURG
7232 EAST MAIN STREET
REYNOLDSBURG, OHIO 43068
(614) 322-4500 voice Ext 4503
(614) 575-4573 fax
Phellman@ci.reynoldsburg.oh.us

MEMORANDUM

DATE: October 22, 2018

TO: Mayor Brad McCloud, Director of Public Service Bill Sampson, Public Service and Transportation Committee, Brett Luzader.

RE: 2019 Water and Sewer Rates

Please find attached the proposed water and sewer rate increase for 2019. We are requesting a 4% increase for water rates and a 4% increase in sewer rates, an overall 4% increase. The average water bill will increase to $8.12 for water and $8.29 for sewer a month based on 22,400 gallons used in a quarter a total of $14.11 additional per bill.

Columbus is raising their rates for water and sewer. During the budget meetings the rates went up from what was expected. The rates they came up with for 2019 are 2% for water and 3% for sewer. We will be raising our water rate 2% and sewer rates 1% over what Columbus raised and is charging.

INCREASE

Water	4.0% increase 2019 ($7.81/1000 gallons) 2018 ($8.12/1000 gallons)
Sewer	4.0% increase 2019 ($7.97/1000 gallons) 2018 ($8.29/1000 gallons)

Increase

$0.31	per 1000 gallons a month water
$0.32	per 1000 gallons a month sewer

Attachment: 2019 Water and Sewer Rates memo 10-22-2017 4% (2019 Wastewater Schedule)

SEWER
COLUMBUS RATE

	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018 est	2019 est	2020 est	2021 est
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Est.	Est.	Est.	Est.	Est.
POPULATION (LOW GROWTH)	33,059	33,544	35,787	35,818	35,970	35,970	36,293	36,347	36,526	36,711	37,158	37,158	37,158	37,158	37,158	37,158
POPULATION INCREASE	116	485	2,243	31	152	0	323	54	179	185	447	0	0	0	0	0
NEW NET RESIDENTIAL ACCOU	40	166	768	11	52	0	111	18	61	63	153	0	0	0	0	0
LOW GROWTH WATER USAGE	898,992,776	881,998,216	867,687,480	842,747,664	840,131,160	712,074,308	802,359,404	765,714,136	769,183,360	708,310,372	748,129,404	786,634,860	786,634,860	786,634,860	786,634,860	786,634,860
POPULATION (HIGH GROWTH)	33,059	33,544	35,787	35,818	35,970	35,970	36,293	36,347	36,526	36,711	37,158	37,158	37,158	37,158	37,158	37,158
POPULATION INCREASE	116	485	2,243	31	152	0	323	54	179	185	447	0	0	0	0	0
NEW NET RESIDENTIAL ACCOU	40	166	768	11	52	0	111	18	61	63	153	0	0	0	0	0
HIGH GROWTH WATER USAGE	898,992,776	881,998,216	867,687,480	842,747,664	840,131,160	712,074,308	802,359,404	765,714,136	769,183,360	708,310,372	748,129,404	786,634,860	786,634,860	786,634,860	786,634,860	786,634,860
POPULATION (COMPOSITE)	33,059	33,544	35,787	35,818	35,970	35,970	36,293	36,347	36,526	36,711	37,158	37,158	37,158	37,158	37,158	37,158
POPULATION INCREASE	116	485	2,243	31	152	0	323	54	179	185	447	0	0	0	0	0
NEW NET RESIDENTIAL ACCOU	40	166	768	11	52	0	111	18	61	63	153	0	0	0	0	0
COMPOSITE WATER USAGE	898,992,776	881,998,216	867,687,480	842,747,664	840,131,160	712,074,308	802,359,404	765,714,136	769,183,360	708,310,372	748,129,404	786,634,860	786,634,860	786,634,860	786,634,860	786,634,860
Gallons (1,000)	Gallons (1,000)	881,998	867,687	842,748	840,131	712,074	802,359	765,714	769,183	708,310	748,129	786,635	786,635	786,635	786,635	786,635
Rate	Rate	4.93	5.43	5.75	5.87	6.23	6.51	6.78	6.92	7.26	7.37	7.67	7.97	8.29	8.62	8.97
Revenue	Revenue	4,351,338	4,708,810	4,847,873	4,929,478	4,439,235	5,227,187	5,191,542	5,253,805	5,143,311	5,513,939	6,029,645	6,270,831	6,521,664	6,782,530	7,053,832
Clean River Chg	Clean River Chg	273,752	301,127	319,195	325,579	345,114	552,071	656,458	659,820	679,615	0	0	0	0	0	0
Charged ERU's	Charged ERU's	16,412	16,412	16,412	16,412	16,412	29,571	29,571	29,571	29,571	29,571	29,571	29,571	29,571	29,571	29,571
Sewer Only	Sewer Only	4,077,586	4,407,682	4,528,678	4,603,899	4,094,121	4,675,116	4,535,084	4,593,985	4,463,696	5,513,939	6,029,645	6,270,831	6,521,664	6,782,530	7,053,832
Sewer Rate	Sewer Rate	4.62	5.08	5.37	5.48	5.75	5.83	5.92	5.97	6.30	7.37	7.67	7.97	8.29	8.62	8.97
Savings 3 people	Savings 3 peopl	33.99	38.00	41.47	42.43	53.07	75.34	93.88	103.26	105.06	0.00	0.00	0.00	0.00	0.00	0.00
1 ERU	1 ERU	16.68	18.35	19.45	19.84	21.03	21.66	21.88	22.31	22.98	0.00	0.00	0.00	0.00	0.00	0.00
Net Savings	Net Savings	17.31	19.65	22.02	22.60	32.04	53.68	72.00	80.95	82.08	0.00	0.00	0.00	0.00	0.00	0.00
Percentage Usage received		97%	98%	100%	101%	99%	112%	102%	104%	99%	103%	103%				

Sewer Fund

REVENUES	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018 est	2019 est	2020 est	2021 est
SERVICE CHARGES	3,901,568	4,250,095	4,702,336	4,912,021	4,898,864	4,976,268	5,335,069	5,385,480	5,262,845	5,273,279	5,686,814	5,792,739	6,270,831	6,521,664	6,782,530	7,053,832
CIP FEE								163,581	370,661	358,810	381,544	376,664	393,317	393,317	393,317	393,317
OP TRANSFERS	82,355	51,155	51,155	51,155	149,131	63,119	63,119	0		0	841	106	2,837	5,568	8,299	11,030
Bond Proceeds/other fees							350,000	293								
TOTAL REV	3,983,923	4,301,250	4,753,491	4,963,176	5,047,995	5,039,387	5,748,188	5,549,354	5,633,506	5,632,089	6,069,199	6,169,509	6,666,985	6,920,549	7,184,147	7,458,179
COLUMBUS CONTRACT	3,723,543	3,547,245	4,509,338	4,014,423	3,988,405	4,245,656	3,393,121	4,397,768	3,341,155	5,047,072	4,373,958	4,484,248	4,859,459	5,005,243	5,155,400	5,310,062
Clean River Charge	0	0	0	320,475	328,075	350,504	552,071	708,503	667,122	853,354	58,551					
O & M	382,506	409,232	302,379	419,263	398,420	333,014	432,456	593,338	634,512	684,601	675,528	638,252	663,782	690,333	717,947	746,665
OTHER /projects			0	199,614	390,102	261,438	336,467	35,267	53,653	579,751	98,284	218,209	1,097,736	443,317	443,317	0
Debt Payments					182,533	394,897	229,740	190,632	190,338	102,387	104,200	102,581	39,924	39,945	39,945	39,945
TRANSFR TO GEN FUND	85,399	85,399	85,399	85,399	105,199	109,407	109,562	109,562	109,562	109,562	109,562	109,562	109,562	109,562	109,562	109,562
TOTAL EXP	4,218,934	4,052,247	4,992,293	5,062,333	5,400,022	5,697,865	5,092,895	6,035,070	4,996,342	7,376,727	5,420,083	5,552,852	6,770,463	6,288,400	6,466,171	6,206,233
FUND BAL / TOT EXP	0.66	0.75	0.56	0.53	0.44	0.30	0.46	0.31	0.50	0.10	0.26	0.36	0.28	0.41	0.51	0.73
NET OP. INCOME	-235,010	249,003	-238,802	-99,157	-352,027	-658,478	655,293	-485,716	637,164	-1,744,638	649,116	616,657	-103,478	632,149	717,976	1,251,946
FUND BALANCE	2,796,716	3,045,719	2,806,916	2,707,760	2,355,733	1,697,255	2,352,548	1,866,832	2,503,996	759,358	1,408,474	2,025,131	1,921,653	2,553,802	3,271,778	4,523,723
Columbus Rate	3.86	4.13	4.54	4.82	4.91	5.21	5.36	5.42	5.53	5.69	5.88	6.06	6.18	6.36	6.55	6.75
	16.68%	7.00%	10.00%	6.00%	2.00%	6.00%	3.00%	1.00%	2.00%	3.00%	3.29%	3.00%	2.00%	3.00%	3.00%	3.00%
Clean River Charge	0.34	1.39	1.53	1.62	1.65	1.75	1.80	1.82	1.86	1.92						
		309%	10.00%	6.00%	2.00%	6.00%	3.00%	1.00%	2.00%	3.00%						
Reynoldsburg Rate	4.49	4.93	5.43	5.75	5.87	6.23	6.51	6.78	6.92	7.26	7.37	7.67	7.97	8.29	8.62	8.97
	15.00%	10.00%	10.00%	6.00%	2.00%	6.25%	4.50%	4.07%	2.00%	5.00%	1.50%	4.00%	4.00%	4.00%	4.00%	4.00%

2008
Target wall 150,000
Dreier 82,000
232,000

2012
Ohio EPA 154,775
SSES CIP 181,040
Yrly Cleaning

2013
Ohio EPA 34,973
CIP Fee Rec'd 0
Summit Rd 294

Attachment: 2019 sewer rate performa (2019 Wastewater Schedule)

2009

Rosehill Rd	51488	opwc grant
blacklick	148126	
	199614	

2010
computer

	86012	
Ohio EPA	304091	942960-3 yr
	390103	

2011

Ohio EPA	254132	
Misc Sewer	7306	
	261438	

Summit Rd	652
	336,467

2014

C/O Sewer Reha	13,684
Brookside	39,969
Sewer Clng	0
CIP Fee Rec'd	0
c/o to next yr	
	53,653

2015

	35,267
Sewer Cleaning	
CIP Fee Rec'd	
brookside	232,890.00
sewer rehab	346,861.00
	579,751.00

2016

Sewer Cleaning	50,000.00
CIP Fee Rec'd	381,543.99
2015 carryover	219,504.00
	651,047.99

2017

Rocky Den	218,209.00
	218,209.00

2018

Sewer Cleaning	50,000.00
CIP Fee Rec'd	393,317.43
carryover 2017	594,419.00
pole barn	60,000.00
	1,097,736.43

2019

Sewer Cleaning	50,000.00
CIP Fee Rec'd	393,317.43
	443,317.43

2020

Sewer Cleaning	50,000.00
CIP Fee Rec'd	393,317.43
	443,317.43

2021

Sewer Cleaning	50,000.00
CIP Fee Rec'd	393,317.43
	443,317.43

Attachment: 2019 sewer rate performa (2019 Wastewater Schedule)

Proposed Rates - 2019

- Water: **2.0%**
- Sewer: **3.0%**
- Storm: **1.0%**

Overall % Increase To Residential Bill:
2.49%

- **Average Estimated Quarterly Residential Bill $ Increase: $6.89**
- **Average Estimated Annual Residential Bill $ Increase: $27.56**
- **Low income and senior discounts continue.**

THE CITY OF
COLUMBUS
ANDREW J. GINTHER, MAYOR

DEPARTMENT OF
PUBLIC UTILITIES

Attachment: 2019 Columbus rates increases (2019 Wastewater Schedule)

Service Department
Bill Sampson
7232 E. Main Street
Reynoldsburg OH 43068
614-322-6884 Phone

ORDINANCE REQUEST

DATE:	**December 10, 2018**
TO:	**Public Service and Transportation Committee**
RE:	**ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH THE YMCA OF CENTRAL OHIO FOR OPERATION AND MAINTENANCE SERVICES FOR THE REYNOLDSBURG COMMUNITY CENTER.**

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak

The term of the lease will be for a period of twenty (20) years with an option to renew the lease for two (2) additional ten (10) years each. Lease agreement attached.

Lease
LANDLORD:
City of Reynoldsburg, Ohio
TENANT:
The Young Men's Christian Association of Central Ohio
PREMISES:
7215 E. Main Street
Reynoldsburg, Ohio
DATE:
June 13, 2018

Attachment: COLUMBUS-#5929470-v4-Draft_Lease_-_containing_Kridler_s_10_26_18_edits_and_YMCA_Legal_Edits (YMCA of Central Ohio

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EXHIBITS:
Exhibit A: Legal Description of City Land
Exhibit B: Depiction of City Land
Exhibit C: Depiction of Community Center Land
Exhibit D: Depiction of Common Area Land
Exhibit E: Site Plan
Exhibit F: Landlord Space

Attachment: COLUMBUS-#5929470-v4-Draft_Lease_-_containing_Kridler_s_10_26_18_edits_and_YMCA_Legal_Edits (YMCA of Central Ohio

LEASE AGREEMENT

This lease agreement ("Lease") is made and entered into on the 25th day of October, 2018 (the "Effective Date"), by and between the City of Reynoldsburg, Ohio, a political subdivision of the State of Ohio ("Landlord"), with a mailing address of 7232 E. Main Street, Reynoldsburg, Ohio 43068 and the Young Men's Christian Association of Central Ohio, an Ohio not for profit corporation ("Tenant"), with a mailing address of 40 West Long Street, Columbus, Ohio 43215.

BACKGROUND INFORMATION

A. The City of Reynoldsburg is the owner of a fee simple title to two separate parcels of real estate totaling approximately 11.6 acres located on the east and west sides of Davidson Drive between E. Main Street and Huber Park in Reynoldsburg, Ohio, more particularly described as **Exhibit A** and depicted as **Exhibit B**, attached hereto (hereinafter referred to as "City Land").

B. Pursuant to legislation passed by Reynoldsburg City Council ("Council") on July 24, 2017, the Landlord has determined that a Community Center facility shall be designed and constructed on the City Land. The project shall include the following: (a) an approximately 57,000 square foot facility to be constructed by Landlord on the City Land and comprised, among other things, of a natatorium, locker rooms, gymnasium, fitness center and administrative offices ("**Community Center**"), (b) controlled outdoor areas that include an outdoor swimming pool and other outdoor amenities ("**Outdoor Venues**"), and (c) parking lots, sidewalks, walking paths, and dumpster pads ("**Common Areas**"). The Community Center, Outdoor Venues and Common Areas shall be constructed by the Landlord, currently scheduled to be commenced in 2018 and completed in 2019.

C. Landlord and Tenant desire that Tenant operate the Community Center, Outdoor Venues and Common Areas as a Community Center YMCA upon completion of construction thereof. To facilitate the same, Landlord and Tenant are entering into this Lease.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant do hereby agree to the foregoing Background information and do otherwise agree as follows:

ARTICLE I
LEASE OF PREMISES

SECTION 1.01 **Premises:** Upon and subject to the terms and conditions hereinafter set forth, Landlord hereby leases to Tenant and Tenant takes and leases from Landlord the Community Center, Outdoor Venues and Common Areas (hereinafter collectively referred to as "the Premises") and other improvements now or hereafter located thereon. Said lease and demise shall include the right and easement of Tenant and its invitees to use on a non-exclusive basis in common with Landlord all Common Areas and appurtenances to be constructed on the Common Area land.

SECTION 1.02 **Reservation:** Notwithstanding the grant and demise set forth in Section 1.01 above, Landlord reserves for itself and its invitees the right and non-exclusive easement (a) upon, over, under, across and through the Leased Land, in locations approved by Landlord and Tenant, for the

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purpose of installing utility lines and facilities serving any addition to the Community Center, and to use, operate, maintain, repair and replace the same for such purposes and (b) the right to connect said addition to the Community Center at the agreed upon locations in accordance with design plans and specifications approved by Landlord and Tenant. Notwithstanding anything contained herein to the contrary, Landlord agrees that such rights and easements reserved by Landlord pursuant to this Section 1.02 shall be used in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operation of the business of Tenant.

SECTION 1.03 Partner Space: (a) In the event that the Landlord shall elect to cause a partner space to be located on the Premises, Tenant agrees that it shall release from this lease an unimproved portion of the Common Area to accommodate the leasing thereof to a partner space operator selected and agreed to by both the Tenant and the Landlord; provided, however, that (i) the leasing and operation thereof shall not permit the conduct of operations in competition with the uses and activities conducted by Tenant on the Premises; (ii) the partner space design shall be compatible with the design of the Community Center; (iii) the partner space shall not interfere with access to, or visibility of, the Community Center; and (iv) sufficient parking shall be provided to support the partner space use.

(b) In accordance with Section 11.03(a), it is understood that the Tenant and the partner space operator will come to a separate financial arrangement between them for the sharing of common area maintenance (CAM) costs such as, but not limited to, parking lot resurfacing, landscaping, exterior lighting, and garbage removal.

SECTION 1.04 Sponsorship Rights: For the purposes of this agreement, “sponsorships” shall be considered to fall into one of four categories, each with its own form of unique recognition:

(a.) **Capital Contribution/Building and Venue Naming Rights** is a sponsorship in which, in recognition of a substantial capital gift to the Landlord, commensurate with 10% or more of original building/venue construction costs, a donor can be recognized for their gift with a naming opportunity associated with the building/venue. It agreed to by both parties that the Landlord shall have the right to seek and retain 100% of the value of any naming right for the Community Center as a whole, but that the Tenant shall be consulted in advance of any arrangement being struck. It is also agreed that both parties must agree that the naming shall not undermine any pre-existing agreements that the Tenant has in place with other entities that would otherwise create a business risk for the Tenant. With respect to naming rights for specific venues that make up the Premises, the Tenant shall have the right to obtain naming right sponsorships for those venues with the expectation that 50% of the value of those sponsorships shall supplied to the Landlord to offset Landlord debt on the facility. The Tenant shall be responsible for consulting with the Landlord on any venue sponsorship before any deal is struck.

(b.) **Annual Sustaining Contribution/Annual Donor Recognition** is a form of sponsorship in which, in recognition of a gift of annual financial support to the Tenant, an individual or business may be recognized annually by the Tenant in a manner consistent with Tenant practices in other existing facilities, which may or may not include individual donor banners, placards or digital signs professionally designed and produced in accordance with the Y brand and charitable

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giving guidelines. Both Landlord and Tenant are agreed that this a part of the Tenant's business model and charitable mission.

(c.) **Corporate Strategic Partner/In-Branch Recognition** is a sponsorship in which, in recognition of a substantial multi-year investment in the mission of the YMCA, a small number of major corporate partners are recognized for their support and mission alignment inside all of the facilities owned and/or managed by the Tenant for the length of the multi-year commitment. The Tenant has the right to pursue these arrangements as important components of the Tenant business model and to design recognition programs that do not contradict Section 1.04(a) above.

(d.) **Program, Event or Team Sponsor/Short-term Recognition** is a form of sponsorship in which, in exchange for financial or in-kind support of a Tenant program, event or team, a sponsor is provided visibility for their business logo for a limited period of time dependent upon the length of the program or event. Both the Landlord and the Tenant agree that this is an important aspect of the Tenant's business model and that the Tenant is free to pursue and recognize this type of sponsorship within the facility in a manner that is consistent with practices at similar Tenant owned and/or operated facilities.

SECTION 1.05 Tenant Contribution of FFE: (a) No later than the Commencement Date, Tenant shall invest at least Six Hundred and Fifty Thousand Dollars ($650,000.00) for the purchase or leasing of furniture, fixtures and equipment, including but not limited to exercise equipment, office furniture, and office technology as determined in Tenant's sole discretion.

(b) With respect to FFE related to the Outdoor Pool or Day Camp environments, the Tenant and Landlord agree that those purchases will be made prior to the seasonal grand opening of those venues but not necessarily prior the Commencement Date.

(c) Tenant and Landlord agree that any item required by building, fire, energy, or health and safety codes will be the sole responsibility of the Landlord and not included in the Tenants initial FFE responsibility. Similarly, permanently secured equipment such as playground structures, waterslides and the like shall be the sole responsibility of the Landlord and not included in the Tenant's initial FFE responsibility.

ARTICLE II
TERM

SECTION 2.01 Term: The term of this Lease shall be for a period commencing on Tenant's Date of Possession (hereinafter also known as the "Commencement Date"), as hereinafter defined, and ending on the twentieth (20th) anniversary of the last day of the month in which the Commencement Date occurs, unless sooner terminated or extended as hereinafter provided (i.e., if the Commencement Date occurs on October 17, 2019, the term of this Lease shall expire on October 31, 2039). For purposes hereof, the term "Tenant's Date of Possession" shall mean the date upon which (A) Landlord's Work (as hereinafter defined) has been substantially completed, as more fully set forth in Article VI hereof, and possession of the Premises has been tendered to Tenant by Landlord, and (B) a certificate of occupancy (temporary or final) has been issued by applicable governmental authorities pursuant to

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which Tenant is legally permitted to occupy the Premises without material impediment arising from incomplete or defective construction of Landlord's Work. To the extent that a final or unconditional certificate of occupancy has not been obtained on the Commencement Date, Landlord shall promptly after the Commencement Date complete all requirements therefor and apply for and obtain the same; upon receipt thereof, Landlord shall provide a copy to Tenant.

Any and all liens and encumbrances, including but not limited to mechanics' and materialmen's, that remain on the Premises as of the Commencement Date shall remain the sole responsibility of the Landlord.

SECTION 2.02 Delivery of Premises: Possession of the Premises shall be delivered to Tenant on Tenant's Date of Possession. Landlord shall use commercially reasonable efforts to cause Tenant's Date of Possession to occur as soon as is reasonably practicable, due regard being given to weather conditions, other acts of God and circumstances beyond control of the Landlord.

SECTION 2.03 Tenant Acceptance Agreement: On or about Tenant's Date of Possession, Landlord and Tenant shall execute an amendment hereto whereby the Commencement Date is established and possession of the Premises is accepted by Tenant, subject to completion by Landlord of the Punchlist items established pursuant to Section 6.01 hereof.

SECTION 2.04 Renewal Option: Tenant is hereby granted an option to renew this Lease for two (2) additional terms of ten (10) years each, on the same terms and conditions contained herein. Tenant shall exercise said option, if at all, by giving to Landlord written notice thereof on or before a date which is one hundred eighty (180) days prior to the expiration date of the preceding term. Said renewal options, and any exercise thereof, shall be null and void and of no force and effect if (i) there existed on the date of such exercise an Event of Default hereunder or (ii) there existed on the last day of the preceding term hereof an Event of Default hereunder. Except for such renewal options, there shall be no further renewal rights hereunder, except as expressly granted by or through Landlord in writing.

ARTICLE III
RENT

SECTION 3.01 Base Rent:

(a) Tenant agrees to pay Landlord base rent for the Premises in Consecutive annual installments of One Dollar ($1.00) per Lease Year ("Base Rent"), commencing on the Commencement Date, and continuing on or before the first day of each succeeding Lease Year during the term of this Lease. A Lease Year shall be the period of twelve consecutive calendar months, the first of which shall commence on the Commencement Date, except that if the Commencement Date is a day other than the first day of the next succeeding calendar month, the first Lease Year shall commence on the first day of the next succeeding calendar month. Each succeeding Lease Year shall commence on the anniversary thereof. All such Base Rent shall be payable to the Landlord, in advance, on the first day of the Lease Year; provided, however, that Tenant shall have the right, at any time during the term hereof, to pay all or some of the Base Rent payable hereunder in advance of the date(s) when otherwise due and payable hereunder. Base Rent

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shall be payable to Landlord at the address set forth in the first paragraph hereof, unless Landlord directs otherwise in writing.

(b) Tenant shall pay to Landlord Base Rent for the Premises during the renewal term provided for in Section 2.04 hereof in consecutive annual installments of One Dollar ($1.00) per Lease Year. All such Base Rent shall be payable to Landlord, and may be paid in advance, in whole or in part, as provided in Section 3.01(a) above.

SECTION 3.02 Expense Contribution: From and after the Commencement Date, Tenant shall pay to Landlord, as additional rent, (1) Taxes (as hereinafter defined) with respect to the Premises and Tenant's Proportionate Share of Common Area taxes, all as set forth in Section 4.01, (2) its Proportionate Share of Landlord's Insurance Premiums, as set forth in Section 8.03 and 8.04 and (3) its Proportionate Share of CAM Charges, as set forth in Section 11.03 (the foregoing being hereinafter collectively referred to as Tenant's "Expense Contribution").

SECTION 3.03 Payments by Tenant: Throughout the term of this Lease, Tenant shall pay the Landlord the Base Rent, Expense Contribution and all other additional rent, when and as the same shall be due and payable hereunder. Unless otherwise stated, all other sums of money or charges payable to Landlord from Tenant by this Lease are defined as "additional rent" and are due thirty (30) days after the rendering of an invoice therefor, without any deductions, set-offs, or counterclaims, and failure to pay such charges shall carry the same consequences as Tenant's failure to pay Base Rent. All payments and charges required to be made by Tenant to Landlord hereunder shall be payable in United States dollars, at the address indicated herein. No payment to or receipt by Landlord of a lesser amount than the then amount required to be paid hereunder shall be deemed to be other than on account of the earliest amount of such obligation then due hereunder. No endorsement or statement on any check for payment of any amounts payable hereunder shall be deemed an accord and satisfaction, and Landlord may accept such check in payment without prejudice to Landlord's right to recover the balance of any sums owed by Tenant hereunder.

SECTION 3.04 Triple Net Lease: Except as otherwise expressly set forth herein to the contrary, it is the express intent of Landlord and Tenant that the rent provided for in the Article III shall be absolutely net to Landlord and that Tenant shall pay, without deductions, setoffs or counterclaims, and save Landlord harmless from and against, all costs, taxes, insurance, expenses of maintenance, repair and replacement and other charges and expenses and obligations of every kind and nature whatsoever relating to the premises which may arise, be incurred or become due during the Term of the Lease, except as otherwise set forth in Article XI hereof.

ARTICLE IV
TAXES AND UTILITIES

SECTION 4.01 Taxes:

(a) Notwithstanding the following, Landlord and Tenant acknowledge that it is their intent and expectation that the Premises and Common Areas shall be exempt from the payment of Taxes and that each shall, at their own respective cost and expense, take such actions as shall be required in an attempt to maintain such tax-exempt status for the Premises. However, Landlord makes no certification or representation as to the tax exempt status of the Premises upon which

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the Tenant can or should rely and, in the absence of tax exempt status, Tenant shall make the payments provided for in this Section 4.01.

(b) In addition to the Base Rent set forth in Section 3.01, above, Tenant shall pay, as they become due and payable and before they become delinquent, all Taxes which become due and payable after the Commencement Date throughout the Term of this Lease. For the purposes hereof, the term "Taxes" shall mean (1) any and all taxes and assessments now or thereafter levied upon the Premises and (2) Tenant's Proportionate Share of any and all taxes and assessments now or hereafter levied upon the Common Area Land and Common Area improvements. For purposes of this Lease, taxes include, without limitation, real estate taxes, personal property taxes, sewer rents, water rents, assessments (special or otherwise), transit taxes, any tax or excise on rentals or any other tax (however described) on account of rental received for use and occupancy of all or any part of the Premises, whether such taxes are imposed by United States, the State of Ohio, the county in which the Premises is located or any local governmental municipality, authority or agency, or any other political subdivision of any of the foregoing.

(c) For the purpose of determining Taxes for any given Lease Year, the amount to be paid for such Lease Year shall be (1) with respect to assessments, the amount of the installments (and any interests) due and payable during such Lease Year, and (2) with respect to all other Taxes, the amount due and payable during such Lease Year without regard to the period for which any such Taxes are payable. Taxes shall not include any income, capital, stock, succession, transfer, gift, estate or inheritance tax.

(d) Landlord shall without delay, transmit to Tenant all notices and statements received by the Landlord of Taxes payable with respect to the Premises. In the event that Taxes with respect to the Premises are separately assessed from all other property, Tenant shall pay such Taxes to the taxing authority on or before the date when due. In the event that Taxes with respect to the Premises are not separately assessed, Landlord shall pay the same on or before the date when due and Tenant shall reimburse Landlord an amount ("Tenant's Proportionate Share") equal to: (i) the product of the total portion of the tax bill relating to improvements in the Larger Tax Parcel (herein so called), multiplied by a fraction, the numerator of which is the actual number of square feet of floor area in the Community Center and the denominator of which is the total number of square feet of floor area in all improvements (including Tenant's improvements) located on the Larger Tax Parcel at the time of the assessment; plus (ii) the product of the total portion of the tax bill relating to the land area in the Larger Tax Parcel, multiplied by a fraction, the numerator of which is the actual number of square feet of land area in the Community Center Land and the denominator of which is the total number of square feet of land area in the Larger Tax Parcel (including the Community Center Land) at the time of the assessment. Promptly following receipt of a copy of any tax bill relating to the Premises, Landlord shall deliver to Tenant a copy thereof, together with Landlord's computation of the amount thereof owed by Tenant; within thirty (30) days after receipt of such tax bill, Tenant shall pay to Landlord tenant's Proportionate Share thereof. Promptly following payment of any tax bill relating to the Premises, Landlord shall deliver a copy of the paid receipt. In no event shall tenant be liable for any penalties or interest owing on such tax bill if Landlord fails to timely pay the same or fails to deliver the tax bill and computation to Tenant on or before the thirtieth (30th) day prior to the date upon which such penalties and/or interest begin to accrue.

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(e) In addition to payment or reimbursement of Taxes with respect to the Premises, Tenant shall reimburse Landlord for Tenant's Proportionate Share of Taxes attributable to the Common Area Land and the Common Area Improvements ("Common Area Taxes"). Promptly following receipt of any Common Area Tax bill, Landlord shall deliver to Tenant a copy thereof, together with a computation of the amount thereof owed by Tenant; within thirty (30) days after receipt of such Common area Tax bill, Tenant shall pay to Landlord Tenant's Proportionate Share thereof. On or before the date when due, Landlord shall pay any such Common Area Tax bill; promptly following payment of any Common Area Tax bill, Landlord shall deliver to Tenant a copy of the paid receipt. In no event shall Tenant be liable for any penalties or interest owing on such a tax bill if Landlord fails to timely pay the same or fails to deliver the tax bill and computation to Tenant on or before the thirtieth (30th) day prior to the date upon which such penalties and/or interest begin to accrue.

(f) Tenant shall have the right to contest or review by legal or other proceedings, or in such other manner as Tenant may deem suitable, any assessed valuation, real estate tax or assessments; provided, that, unless Tenant shall have paid such tax or assessment under protest, Tenant shall furnish to Landlord a surety bond or other security satisfactory to Landlord securing the payment of such contested item or items and all interest, penalty and cost in connection therewith upon the final determination of such contest or review. Landlord shall, if so requested by Tenant, join in any proceedings for contest or review of such Taxes, but the entire cost of such proceedings (including any cost, expense or attorney fees sustained by Landlord in connection therewith, if said attorney shall have been previously approved by Tenant), shall be borne by Tenant. Any amount already paid by Tenant and subsequently recovered as a result of such contest or review shall be for the account of Tenant.

SECTION 4.02 Utilities: Tenant shall pay, in addition to Base Rent, the cost of all utility services provided to the Premises, including, but not limited to, all charges for gas, electricity, water, sanitary and storm sewer service, refuse or garbage collection, telephone services and all electrical lighting. Landlord shall have no liability or responsibility to Tenant for utility services or any interruption or interference thereof. In the event that Partner Space is constructed, Landlord agrees to include the following language in all lease agreements: "It is understood that Tenants shall separately come to a mutually agreeable arrangement for the sharing of applicable common area utilities or services expenses." NOTE: ALL TENANTS WILL HAVE SEPARATELY METERED UTILITIES TO SERVICE THEIR RESPECTIVE LEASED SPACE. TENANTS WILL BE REQUIRED TO PAY FOR THEIR UTILITIES DIRECTLY TO THE SUPPLIER OF THAT SERVICE. SHOULD TENANTS DESIRE TO "BUNDLE" THEIR ACCOUNTS TO NEGOTIATE MORE FAVORABLE RATES, THIS WILL BE SUBJECT TO THE APPROVAL OF THE LANDLORD, WHICH SHALL NOT BE UNREASONABLY WITHHELD.

ARTICLE V
SECURITY DEPOSIT

SECTION 5.01 Deposit: Landlord and Tenant acknowledge and agree that Tenant has not and shall not be required to maintain with Landlord a security deposit for the performance and observance by Tenant of all of its obligations and covenants under this Lease.

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ARTICLE VI
LANDLORD'S AND TENANT'S WORK/ALTERATIONS

SECTION 6.01 Performance of Landlord's Work and Tenant's Work:

(a) Landlord at its sole cost and expense (except as otherwise set forth herein), shall construct, or cause to be constructed, with reasonable diligence, (i) the Community Center, Outdoor Venues and other improvements to the Premises, including but not limited to, utilities, parking fields, drive aisles, access roads, landscaping, exterior lighting, trash enclosures, signage and other exhibit features which are generally depicted on the site plan reflected on **Exhibit "E,"** attached hereto and made a part hereof, and more specifically detailed in the Approved Plan and referred to below (collectively, "Landlord's Work"). Landlord's Work shall be completed in compliance with the GMP plans and specifications of CT Consultants in consultation with Moody-Nolan Architects (the "Architects") and Gilbane Building Company (the "Builder") dated March 26, 2018, entitled City of Reynoldsburg, Reynoldsburg Community Center, Bid Number Gilbane Project # J07883.000, which GMP plans and specifications have been agreed upon and approved by Landlord and Tenant (the "Approved Plans"). The parties acknowledge that the Approved Plans provide for the construction of at least 230 parking spaces on the Common Area Land.

(b) Landlord and Tenant acknowledge and agree that the Community Center Building has been designed, and shall be constructed, as a YMCA community center, with approximately 57,000 square feet of floor space, including (i) approximately 8,500 square feet of floor space for a fitness center, (ii) approximately 8,000 square feet of floor space for a gymnasium, (iii) approximately 1,000 square feet of floor space for multi-purpose uses, (iv) approximately 4,000 square feet of floor space for group exercise classes, (v) an indoor swimming pool with at least four lap lanes, recreational and teaching space, (vi) approximately 2,200 square feet for men's, women's and universal locker facilities, and (vii) additional offices and related amenities (the foregoing shall be generally referred herein as the "design Characteristics" of the Premises). The parties further acknowledge and agree that the Approved Plans comport with the design and construction standards of a YMCA fitness/community center and the foregoing Design Characteristics.

(c) Landlord shall, promptly after the full execution of this Lease, commence to perform Landlord's Work strictly in accordance with the Approved Plans, and shall thereafter diligently prosecute to completion such construction. Construction shall be performed by construction managers and/or general contractors reasonably acceptable to Tenant.

(d) Without the prior written acknowledgement of the Tenant (which consent shall not be unreasonably withheld, conditioned or delayed), Landlord shall not authorize any change order to the Approved Plans which (i) alters the design Characteristics in any material way or (ii) results in a material reduction in the quality and/or functional utility of the Premises.

(e) Tenant shall have the right to request change orders to the Approved Plans, so long as (i) Landlord shall have consented to the requested changes, which consent shall not be

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unreasonably withheld, conditioned or delayed, (ii) the cost to the Landlord of performing Landlord's Work, with such requested changes, shall not be increased, unless Tenant shall pay for such increased costs and (iii) such requested changes materially comply with the Design Characteristics. Notwithstanding the foregoing, however, if the need for the change order results from a material, inadvertent deviation from the Design Characteristics or a failure to comply with acceptable legal requirements, the increased costs arising from such a change order shall be borne by the Landlord.

(f) Landlord and Tenant shall each appoint a designated representative to coordinate with each other the approval and construction process. Landlord's initial representative shall be City Services Director, William Sampson, or his designee, and Tenant's initial representative shall be YMCA Vice President of Facilities, Rich Zingale, or his designee. Tenant's representative shall have the right to attend weekly construction meetings with the construction manager and/or contractors and shall have the right, without prior notice (but subject to reasonable safety regulations), to enter the Premises for the purpose of inspecting the quality and progress of Landlord's Work. Tenant agrees that it shall not materially interfere with the progress of Landlord's Work by such entry. No such entry by Tenant shall be deemed an acceptance of the Premises. Tenant may make limited use of such facilities as are available during the course of pre-possession inspections.

(g) Landlord's Work shall be substantially completed when all of the Landlord's Work has been completed in all respects except for Punchlist Items. "Punchlist Items" means a minor finishing detail that would not delay the scheduled or anticipated commencement, performance or completion of Tenant's Work or otherwise affect Tenant's ability to open and operate its business on the Premises.

(h) Tenant's occupancy of the Premises shall not constitute acceptance thereof, but within fifteen (15) days of occupancy of the Premises by Tenant, Landlord and Tenant shall conduct a walk-through inspection of the Premises and based thereon, Tenant shall provide Landlord with a list of Punchlist Items still to be completed by Landlord (hereinafter referred to as the "Punchlist"). The Punchlist may be subsequently amended by Tenant to include items for correction which were not readily discernible upon walkthrough. Landlord shall promptly commence to complete or correct Punchlist items and shall use commercially reasonable efforts to complete the same within thirty (30) days after submission to Landlord of the Punchlist.

(i) Upon substantial completion of Landlord's Work, tenant shall provide fitness and office equipment for the operation of the Premises and shall complete any additional leasehold improvements of the Premises desired by Tenant which have been reasonably approved by Landlord ("Tenant's Work"). The equipment provided by Tenant shall be comparable in quality and amount to the equipment used by Tenant in the operation of other YMCA facilities. Tenant shall cause all of Tenant's work to be done in accordance with the provisions in Section 6.02 hereof, approved plans and specifications therefore and applicable law.

SECTION 6.02 _____ Alterations by Tenant:

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(a) Tenant may not make any exterior or structural alterations to the Premises or any other alteration of the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant may make any interior alterations which Tenant deems necessary or beneficial to Tenant's operation of the Premises, without requirement for the consent of Landlord thereto. All alterations to the Premises made by Tenant shall comply with the Americans With Disabilities Act and other applicable laws and regulations. Any such alterations shall be performed in a good and workmanlike manner by a contractor reasonably acceptable to Landlord and in accordance with applicable legal and insurance requirements and the terms and provisions of this Lease, and in quality equal to or better than the original construction of the Building. Tenant shall promptly pay all costs attributable to such alterations and improvements and shall indemnify Landlord against any mechanics' liens or other liens or claims filed or asserted as a result thereof and against any costs or expenses which may be incurred as a result of building code violations attributable to such work. Tenant shall promptly repair any damage to the Premises or to the Building caused by any such alterations or improvements. All such alterations erected by Tenant shall be and remain the property of Tenant during the term of this Lease. At the end of the Term hereof, such alterations erected by Tenant shall become the property of Landlord and Tenant shall have no obligation to remove the same and/or to restore Premises to its original condition.

Any trade fixtures installed on the Premises by Tenant at its own expense, such as counters, shelving, showcases, and the like shall, upon termination of the lease, revert to the Owner and shall not be removed. With respect to freestanding exercise and program equipment, computers and office furniture, the Tenant shall have the right to remove and shall bear the cost of such removal, provided that no Event of Default then exists hereunder. Tenant shall repair at its own expense any and all damage to the Premises resulting from such removal.

(b) In the event that any mechanic's lien is filed against the Premises as a result of any work or act of Tenant, Tenant at its own expense, shall discharge or bond off the same within ninety (90) days from the filing thereof. If Tenant fails to discharge said mechanic's' lien, Landlord may bond off or pay the same without inquiring into the validity of the merits of such lien and all sums so advanced shall be paid on demand as additional rent.

SECTION 6.03 Alterations by Landlord:

Landlord shall neither make nor permit any other occupant of the Building to make any alteration thereto which would materially interfere with Tenant's use and operation of the Community Center, without the prior written consent of Tenant, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE VII
USE OF PREMISES

SECTION 7.01 USE

(a) The Premises shall be occupied and used by Tenant for the operation of a YMCA community center and such other functions and activities as may be conducted from time to time by Tenant at other YMCA facilities. Except as otherwise set forth in this Lease, Tenant shall have the full right to operate

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its business on the Premises without interference or restriction by Landlord or anyone claiming by, through or under Landlord.

(b) It is understood that, in addition to selling memberships and programs and raising charitable and grant revenue in support of the YMCA mission and cause, the Tenant will from time-to-time, as a relevant and common aspect of the Tenant's business model, allow other community and non-profit organizations, in return for a usage fee to be set by the Tenant, to utilize venues within the facility, and on rare occasions, the entire facility. Such opportunities shall be limited to individuals and outside non-profit groups, such as, but not limited to, schools, churches, health systems, and community organizations, for use in delivering their respective missions.

(c) Tenant covenants and agrees: (a) to use Premises in a safe, careful and lawful manner; (b) to report in writing to Landlord any defective condition which exists on the Premises; (c) to pay for any repairs to the Premises and the Building as hereinafter set forth in Article XI; (d) to permit Landlord and its employees and agents access to the Premises for inspection purposes at all reasonable times during business hours, subject to safety regulations and at Landlord's sole risk; (e) to pay the cost of all remodeling, redecorating, painting, alterations or additions required of or by Tenant during the term of this Lease; (f) to make all billing arrangements directly with the appropriate utility companies or the supply of gas, electricity, water, light, power and telephone/internet to the Premises, which shall be separately metered to the Premises; (g) to operate a YMCA community center generally in accordance with practices established by Tenant from time to time at other YMCA facilities owned and/or operated by Tenant; (h) to comply with all applicable governmental regulations, including but not limited to, the Americans with Disabilities Act, and (i) not to permit the use by any quasi-governmental or political subdivision for the use of the facilities on the Premises, except with the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

SECTION 7.02 Legal Requirements:
Tenant shall, at its own expense, comply with all laws, orders, ordinances and with directions of public officers thereunder, with all applicable Board of Fire Insurance Underwriters' regulations and other requirements respecting all matters of occupancy, condition, or maintenance of the Premises, whether such orders or directions shall be directed to Tenant or Landlord, and Tenant shall hold Landlord harmless from any and all costs or expenses on account thereof. Tenant shall procure and maintain all licenses and permits legally necessary for the operation of Tenant's business and allow Landlord to inspect them on request.

SECTION 7.03 Special Membership Rates:
Tenant shall have the right to set use charges and membership fees for the use of the Premises by its members and program participants. Tenant agrees that it shall, throughout the Term thereof, make available to residents of the City of Reynoldsburg and to persons employed in the City of Reynoldsburg and paying City of Reynoldsburg income taxes a special membership rate equal to 90% of the membership rate charged by Tenant to all others. Tenant shall also provide a daily fee rate to non-members, such rate to correspond with similar daily fee rates provided at other YMCA facilities in Central Ohio and to be subject to such rules and regulations with respect to the availability and administration thereof as Tenant may reasonably establish from time to time. Tenant shall give Landlord reasonable advance notice prior to implementing any change in use charges or membership fees.

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SECTION 7.04 Tax-exempt Bond Requirements:
In conducting its business hereunder, Tenant shall not take, or permit to be taken, any action which would jeopardize the tax-exempt status of any bonds issued by Landlord to finance construction and/or acquisition of the Premises.

SECTION 7.05 Exclusive Use:
Landlord agrees that, during the full Term of this Lease, Tenant shall have the exclusive right within the Premises to operate for the purposes permitted by the provisions of Section 7.01 hereof; the Landlord shall not conduct activities on the Premises with members of the general public in competition with activities conducted by the Tenant.

SECTION 7.06 Program Collaboration (a) It is the spirit and intent of this Lease that the relationships created between Landlord and Tenant pursuant to this Lease, and for the benefit of the community members being served, will provide opportunities for the respective programs of Landlord and Tenant to complement, and not to compete with, the programs of the other, once it is determined who will be offering what programs and when. Both parties acknowledge that concessions will need to be made by each party with respect to programs central to both parties' business models. To this end, Landlord and Tenant agree that they shall meet at least quarterly to collaborate and to jointly plan programs that will be offered to the general public on the Premises and throughout the Reynoldsburg community. The Landlord and Tenant shall endeavor to involve community members as stakeholders in this planning work through the auspices of a Joint Program Advisory Committee jointly chaired by representatives of the Landlord and Tenant and made up of equal numbers of staff and volunteers representing the Landlord and Tenant with the combined number of volunteers always being in the majority. In the event agreement cannot be reached on any committee issue, the question shall be brought to the senior-most officials of both the Landlord and Tenant for discussion until such time as an agreement is reached.

(b) The Tenant and the Landlord agree to make available their mutual marketing channels for the joint promotion of respective programs, events and activities, provided that due notice is given for inclusion in those channels. Tenant and Landlord agree to share with one another expectations of due notice and process for submission and review of joint marketing and messaging materials.

SECTION 7.07 Community Center Name: Unless otherwise mutually agreed by Landlord and Tenant, Landlord and Tenant acknowledge and agree "YMCA" shall be included in the name of the Community Center. Upon final approval of the name of the Community Center, the parties agree to use such name in all advertisements, promotions and other references to the Community Center.

SECTION 7.08 Intermittent Landlord Use: The Tenant agrees that, from time to time, by request and at no charge, the Landlord may host meetings or special economic development events or socials on the Premises so long as those events do not interfere with the Tenant's ability to operate its business or require that the Tenant provide additional staffing in support of the event. If additional staffing is required, such as a lifeguard to monitor a poolside gathering, the Landlord will reimburse the Tenant for this expense. The right of the Landlord to use the premises, by request and at no charge, does not extend to programs or events for which the Landlord is charging a fee to participants in the

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program event. Such instances shall be treated in the same manner as usage by any other non-profit or community organization.

SECTION 7.09 Landlord Office Space: The Tenant agrees that the Landlord shall have the right to maintain, at no charge, a common office area for the purposes of the Parks and Recreation program planning and administration. This space is designated in **Exhibit F**. Unless special arrangements are made at least 48 hours in advance, access by Landlord to the aforementioned office space shall be limited to Tenant operating hours. Landlord shall be responsible, at its sole cost and expense, for furnishing and equipping (FFE) the aforementioned office space. This agreement does not assume that Landlord access to Tenant telecommunications and servers to be a part of this arrangement and does assume that those details will need to be worked out subsequent to the execution of this Lease. In the event that emergency access is required, Tenant shall retain and have use of a key for the Landlord's office space.

ARTICLE VIII
INSURANCE, INDEMNITY AND LIABILITY

SECTION 8.01 Building Insurance: Tenant shall obtain and maintain, at its sole cost and expense, during the term of this Lease insurance insuring the Building against loss or damage by fire, lightning, windstorm, hail storm, vehicles, smoke, explosion, riot or civil commotion as provided by the Standard Fire and Extended Coverage Policy and all other risks of direct physical loss as insure against under Causes of Loss - Special Form, except that the Landlord and Tenant shall share equally in the insurance of the Premises against loss or damage by flood. With the exception of the aforementioned flood insurance, the insurance coverage shall be for not less than 100% of the full replacement cost of the Premises for an agreed amount basis with the insurance carrier. Flood insurance coverage shall be consistent with National Flood Insurance program coverages. In all cases, the Landlord shall be named as the insured and all proceeds of insurance shall be payable to Landlord, except as otherwise provided in Article 12.02 hereof. Said insurance shall contain an endorsement waiving the insurer's right of subrogation against Landlord and Tenant; and

All of the aforesaid insurance policies shall meet the requirements set forth in Section 8.02(b) hereof.

SECTION 8.02 Other Tenant Insurance Coverage:

(a) Tenant, at Tenant's sole cost and expense, shall obtain and maintain for the term of this Lease, commencing on the Tenant's Date of Possession, insurance policies providing the following coverage: (1) Tenant's fixtures, equipment, furnishings, merchandise, and other contents in the Premises, for the full replacement value of said items; (2) plate glass insurance; and (3) commercial general liability insurance, which shall include premises/operations coverage, independent contractors and products/completed operations coverage, contractual liability coverage, and vehicular liability coverage naming Landlord as additional insureds, which policy is to be in the minimum aggregate amount of One Million Dollars ($1,000,000) for automobile liability, Two Million Dollars ($2,000,000) for general liability. In addition to the foregoing, Tenant shall maintain Five Million Dollars ($5,000,000) "umbrella" coverage applicable to the Premises. The minimum limits hereinbefore set forth may, at Landlord's option, be increased by such amounts during the term hereof as Landlord shall reasonably determine, based upon periodic analysis of such coverage by an independent insurance consultant. Tenant shall deliver to

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Landlord certificates of insurance or duplicate originals of each such policy, naming Landlord as an additional named insured.

(b) The policies described in Section 8.01, 8.02 and 8.03 shall (1) comply with the requirements hereof in form and content; (2) contain an express waiver of any right of subrogation by the insurance company against Landlord and Tenant and the respective agents and employees (and any such certificates of insurance shall so state); (3) contain a provision that such policies shall not be canceled and that it shall continue in full force and effect unless at least thirty (30) days prior written notice has been given to Landlord and Tenant of such cancellation or termination; (4) not be materially changed without prior notice to Landlord and Tenant; and (5) be issued by a company with a rating of at least A, as listed by A.M. Best. If for any reason the Causes of Loss-Special Form is not customarily used in the insurance industry, then the property insurance policy then in effect shall at least provide coverage for the following perils: fire, lightning, windstorm and hail, explosion, smoke, aircraft and vehicles, riot and civil commotion, vandalism and malicious mischief, sprinkler leakage, sinkhole and collapse, volcanic action, earthquake or earth movement, and flood, and increased costs of construction and demolition due to law, ordinance and inflation.

(c) Tenant shall not permit to be done any act which will invalidate or be in conflict with the insurance policies covering the Premises or any other insurance referred to in this Lease. Tenant will promptly comply with all rules and regulations to such policies.

SECTION 8.03 Landlord Insurance:

(a) Commencing as of the Commencement Date, and thereafter throughout the Term, the Landlord shall, at Landlord's sole cost and expense, provide and maintain or cause to be provided and maintained a flood insurance policy insuring the Building, naming Landlord as insured (and naming Tenant as an additional insured as their interests appear). The foregoing coverage shall be provided in amounts and in language consistent with the National Flood Insurance Program.

(b) All of the aforesaid insurance policies shall meet the requirements set forth in Section 8.02(b) hereof.

(c) Landlord shall not permit to be done any act which will invalidate or be in conflict with the insurance referred to in this Lease. Tenant will promptly comply with all the rules and regulations relating to such policies.

SECTION 8.04 Tenant's Contribution to Landlord's Insurance:

(a) Except as otherwise expressly set forth herein, the responsibility for the payment of insurance premiums ("Landlord's Insurance Premiums") for the insurance coverage described in the section 8.03 shall be upon Landlord. Commencing with the Commencement Date, Tenant shall reimburse Landlord, within sixty (60) days after Tenant's receipt of Landlord's statement therefore, for Tenant's Proportionate Share of Landlord's Insurance Premiums. Said statement shall be accompanied by the insurance premium invoice from the insurance carrier and Landlord's computation of Tenant's Proportionate Share of the premiums payable with respect

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to said insurance coverage (provided that Tenant shall not be required to remit such payment more than thirty (60) days prior to the due date of such invoice).

(b) With respect to Flood Insurance detailed in section 8.03(c), Landlord and Tenant agree to share equally in the cost of the policy after adjusting for any additional partner space insured by said policy.

SECTION 8.05 Covenants to Hold Harmless:

(a) Landlord and Tenant each hereby release the other, its officers, directors, employees, and agents from any and all liability or responsibility for any loss or damage to property which is required by the terms of this Lease to be covered by valid and collectible insurance, even if the cause of such loss shall have been the fault or negligence of the other party, or anyone for whom such party may be responsible.

(b) Tenant hereby indemnifies and agrees to save harmless Landlord, its elected officials and employees from and against all claims that arise from or in connection with the possession, use, occupation, management, repairs, maintenance, or control of the Premises, or any portion thereof. Tenant shall, at its own cost and expense, defend any and all actions which may be brought against Landlord and its elected officials and employees and any mortgagee, with respect to the foregoing. Tenant shall pay, satisfy, and discharge any and all judgments, orders and decrees which may be recovered against Landlord, any mortgagee, or master lessor in connection with the foregoing.

(c) Tenant agrees to name Landlord in all participant waiver of liability language commonly in use as a component of Tenant's business operation including membership applications as well as guest pass, day pass, and program/event enrollment forms.

SECTION 8.07 Liability of Landlord to Tenant:

Except with respect to any damages resulting from the negligence of Landlord or its agents or employees (but subject nevertheless to the provisions of Section 8.05(a) hereof), and/or from the breach of its obligations hereunder, Landlord shall not be liable to Tenant, its agents, employees, or customers for any damages, losses, compensation, accidents, or claims whatsoever.

ARTICLE IX
ENVIRONMENTAL COVENANTS, REPRESENTATIONS AND WARRANTIES

SECTION 9.01 Tenant's Compliance with Environmental Laws:

Tenant shall comply with all laws, regulations, ordinances and other governmental standards applicable to Tenant's use of the Premises with respect to hazardous waste, hazardous substances and any and all other environmental matters. Furthermore, Tenant shall procure and maintain all licenses and permits required by such applicable laws, ordinances or regulations. Tenant covenants and agrees that it shall not release, emit, or discharge at or from the Premises any hazardous or toxic substances consisting of any hazardous or toxic chemical, waste, byproduct, pollutants, contamination, compound, product or substance, including, without limitation, asbestos, polychlorinated biphenyls, petroleum (including crude oil or any fraction thereof), and any material the exposure to, or manufacture, possession, presence, use, generation, storage, transportation, treatment, release, disposal,

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abatement, cleanup, removal, remediation or handling of which, is prohibited, controlled or regulated by federal, state, regional, county, local governmental, public or private statute, law, regulation ordinance, order, consent decree, judgment, permit, license, code, covenant, deed restrictions, common law, treaty, convention or other requirement, pertaining to protection of the environmental, health or safety of persons, natural resources, conservation, wildlife, waste management, any hazardous material activity, and pollution (including, without limitation, regulation of releases and disposals to air, land, water and groundwater). These requirements include, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. 9601 et seq., Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and Solid and Hazardous Waste Amendments of 1984, 42 U.S.C. 6901 et seq., Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 U.S.C. 1251, et seq., Clean Air Act of 1966, as amended, 42 U.S.C. 7401 et seq., Toxic Substances Control Act of 1976, 15 U.S.C. 2601 et seq., Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. 651 et seq., and any similar or implementing Ohio laws, and all amendments, rules, regulations, guidance documents and publications promulgated thereunder ("Environmental Laws").

SECTION 9.02 Indemnification:

Tenant, its successors and assignees shall indemnify, defend and hold harmless the Landlord, its elected officials and employees, directors, officers, agents, successors and assigns from and against all harms, including, without limitation, damages, punitive damages, liabilities, losses, demands, claims, cost recovery actions, lawsuit, administrative proceedings, orders, response costs, compliance costs, investigation expenses, consultant fees, attorney's fees and litigation expenses, arising from the Tenant's use of the Premises, including possession, use and storage by the Tenant of (1) any hazardous material at the Premises; (2) the operation of any applicable environmental law against the Tenant, Landlord or the Premises, based on Tenant's activities during the term of this Lease; (3) the violation at the Premises, based on Tenant's activities during the term of this Lease. This indemnification and the obligations of Tenant hereunder shall survive the termination or expiration of this Lease for a period of two (2) years and, subject to the foregoing two (2) year limitation, shall remain in force notwithstanding: (a) the expiration date of any applicable statute of limitations; and (b) payment or satisfaction in full of any single claim of Landlord within the scope of this indemnification.

The Tenant and its successors or assigns shall pay all costs and expenses incurred by Landlord, its successors and assigns, to enforce the provision of this indemnification, including, without limitation, attorney's fees and litigation expenses.

SECTION 9.03 Landlord's Liability:

Landlord represents and warrants to Tenant that, to the best of Landlord's knowledge, no Hazardous Discharges, Environmental Complaints or violations of Environmental Laws applicable to the Premises are in existence of the date hereof. Landlord shall comply with, and shall cause all other occupants of the Project to comply with, all laws, regulations, ordinances and other governmental standards applicable to the use of the Land with respect to hazardous waste, hazardous substances and any and all other environmental matters. Furthermore, Landlord shall procure and maintain all licenses and permits required by such applicable laws, ordinances or regulations. Landlord covenants and agrees that it shall neither release, emit, or discharge at or from the Premises any hazardous or toxic substances, as more fully described in Section 9.01 hereof. Liability under this Section 9.03 shall

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survive the termination of this Lease for a period of two (2) years, and subject to said two (2) year limitation, shall remain in force beyond (a) the expiration of any applicable statute of limitations; and (b) payment or satisfaction in full of any single claim of the Tenant within the scope of this indemnification.

ARTICLE X
SIGNAGE

SECTION 10.01 Signage: As a part of the Approved Plans, Landlord shall provide and pay for (I) a freestanding, lighted monument sign on the Project at a location agreed to by Landlord and Tenant and (II) a building mounted, lighted identification sign, which signs shall comply with applicable laws and regulations, unless permitted otherwise in accordance with variance(s) therefrom lawfully granted by applicable governmental authority. Tenant may thereafter replace and/or modify the same with such signage as is otherwise permitted by applicable laws and regulations, or as may be permitted by variance therefrom lawfully granted by applicable governmental authority. Any such initial and replacement signage shall conform to all laws, ordinances and regulations pertaining thereto. After the initial provision and installation of such signage, Tenant shall pay for all costs in connection with the operation and/or maintenance thereof and shall be responsible for any damage occasioned by the removal thereof.

SECTION 10.02 Partnership Recognition: In recognition of the unique partnership and desired collaboration between the Landlord and the Tenant, both entities understand and expect that the Landlord's logo shall be prominently displayed on the monument sign, building exterior, and within the lobby area that is common to the Tenant's business operations and the Landlord's Park and Recreation office space. Landlord acknowledges that the Tenant has established co-branding guidelines that the Tenant must follow in order to remain in good standing with the Tenant's parent-organization. Landlord agrees to work with the Tenant in such a way as to meet expectations without the Tenant falling into a non-compliance category with the aforementioned parent organization.

ARTICLE XI
REPAIRS AND MAINTENANCE

SECTION 11.01 Landlord's Obligations - Premises:
Upon completion of all of Landlord's Work (including all Punchlist Items), Landlord shall not be required to maintain or make any improvements, repairs or replacements of any kind or character to the Community Center during the term of this Lease. Landlord shall be under no obligation to inspect the Premises and Tenant shall promptly report to Landlord in writing any defective condition known to Tenant.

SECTION 11.02 Tenant's Obligations - Premises:
Tenant, at its sole cost and expense, shall: (I) maintain, repair and replace all parts of the Premises so as to keep the Premises, and every part thereof, in good order, condition and repair and in a safe and dry tenantable condition, including, but not limited to, roof, exterior walls, windows, plate glass, doors, heating, ventilating and air conditioning systems, downspouts, fire sprinkler systems, dock bumpers, lawn maintenance, pest control and extermination, trash pickup and removal and painting of the Building and exterior doors; (II) install and maintain such fire protection devices as may be required by any governmental body or insurance underwriter for the Building (except for provision of such items as

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shall be initially provided by Landlord as a part of Landlord's Work); (III) provide both trash storage and trash removal services; (IV) change the Tenant's air conditioning and heating facilities serviced, as necessary; and (V) repair any portion of the Building which is damaged as a result of any act or omission of Tenant. Landlord shall assign to Tenant, or enforce on behalf of Tenant, any and all contractor/supplier warranties provided to Landlord as a part of Landlord's Work. Tenant shall maintain, repair, or replace, as necessary, all equipment located in, on, or about the Premises, including, but not limited to, all plumbing, heating, air conditioning, ventilating, and sprinkler systems. All interior walls, ceilings, ceiling tile, windows, doors, door frames, and door glass shall at all times be kept in good order, condition, and repair by Tenant at its sole cost. In the event of any window or door glass damage or breakage, Tenant shall board any openings and remove any debris within twenty-four (24) hours of such damage and forthwith have the same repaired or replaced at Tenant's sole cost. Tenant shall keep all sidewalk areas on the Premises free of snow and ice. Notwithstanding any contrary provision of this Article XI, Landlord, at its expense, shall make any and all repairs to the Premises as may be necessitated by the negligence of fault of Landlord or its employees or agents.

SECTION 11.03 Common Areas:

(a) Landlord agrees that Tenant and Tenant's customers, employees, licensees and permitted subtenants, assignees or other transferees shall have the right, throughout the term of this Lease, to use, in common with others entitled to similar use thereof, all of the Common Areas that may from time to time be constructed with the Common Area Land, or be appurtenant to, or provide access to, the Premises, including but not limited to, all access drives, service drives and sidewalks for ingress and egress to and from the Premises and all parking areas situated thereon. Tenant acknowledges that (i) the City and its invitees shall have the non-exclusive right to use said Common Areas upon completion of construction and (ii) parties using the Landlord's Adjacent Facilities shall have the non-exclusive right to use said Common Areas, so long as such use does not unreasonably interfere with the use thereof by Tenant and its invitees.

(b) Except as otherwise expressly set forth herein, Tenant shall maintain, repair and replace or cause to be maintained, repaired and replaced, the Common Areas in good usable condition throughout the term of this Lease. Such Common Area maintenance shall include the following: operating, managing, cleaning, protecting, equipping, lighting, repairing, replacing and maintaining walkways, public areas, vehicle parking areas, driveways and other Common Areas; Snow and ice removal shall be performed as expeditiously as practicable; maintaining and repairing all fixtures and equipment used in connection with the operation of all Common Areas; illuminating, maintaining and repairing Project signs; and planting, replanting and replacing flowers and landscaping located on the Common Area Land.

(c) Except as otherwise expressly set forth herein, the Tenant agrees to come to separate financial arrangements with additional tenants who share the Common Area with the Tenant. In the event that Partner Space is constructed and other tenants secured, Landlord agrees to include the following language in all lease agreements: "It is understood that Tenants shall separately come to a mutually agreeable arrangement for the sharing of applicable Common Area maintenance, upkeep and repairs."

(c) Separate and apart from the items detailed in section 11.03(b and c), Landlord agrees to care for and maintain, at its sole cost and expense, all public trails and trail amenities that access or cross

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the Common Area, including any bridges or walkways constructed for connecting the Common Area to adjacent properties owned by the Landlord.

(d) Notwithstanding the foregoing, Tenant responsibilities shall not include the following: (1) the original costs of constructing the Common Areas or the Premises, (2) except as otherwise specifically provided herein, the cost of any capital addition or replacement to the Common Areas or reserves therefore; (3) expenses for which the Landlord is or will be reimbursed by another source, including but not limited to repair or replacement of any item covered by warranty; (4) costs incurred to solely benefit (or as a result of) Landlord or any other tenant or occupant of the Project or items and services selectively supplied to Landlord, the State or other tenant or occupant; (5) expenses for the defense of the Landlord's title to the Land; (6) structural repairs or replacements; (7) depreciation and amortization of the Common Areas or financing costs, including interest and principal amortization of debts; (8) charitable or political contributions; (9) any amounts expended by Landlord to comply with any Environmental Laws; (10) costs to correct original or latent defects in the design, construction or equipment of the Common Areas; (11) any repair, rebuilding or other work necessitated by condemnation, fire, windstorm or other insured casualty or hazard; (12) any expenses incurred (i) to comply with any governmental regulations and rules or any court order, decree or judgment including, without limitation, the Americans with Disabilities Act; or (ii) as a result of Landlord's alleged violation of or failure to comply with any governmental regulations and rules or any court order, decree or judgment; (13) realtor commissions, advertising expenses and related costs; (14) rental on any other underlying leases; (15) attorney's fees, accounting fees and expenditures incurred in connection with claims of other tenants or occupants of the Project or with other third parties except as specifically provided in this Lease; and (16) cost of the initial stock of tools and equipment for operation, repair and maintenance of the Common Areas.

ARTICLE XII
DESTRUCTION OF PREMISES

SECTION 12.01 Continuance of Lease:
In the event the Premises shall be partially or totally destroyed by fire or other casualty insured under the provisions of Section 8.01 above, then the damage to the Premises shall be promptly repaired by Landlord (but only to the extent that insurance proceeds therefore are made available to Landlord), and Base Rent, Tenant's Expense Contribution and other charges shall be abated in proportion to the amount of the Premises rendered untenantable until so repaired. In no event shall Landlord be required to repair or replace Tenant's merchandise, trade fixtures, furnishings or equipment. Upon completion of repairs and reconstruction by Landlord, Tenant shall repair or replace its merchandise, trade fixtures, furnishings, and equipment in a manner and to at least a condition equal to that which existed prior to such damage or destruction (but only to the extent that insurance proceeds therefore are made available to Tenant).

If the time for any repair or reconstruction, as reasonably estimated by Landlord, exceed one hundred eighty (180) days after such casualty, or if such repair or reconstruction has not been completed within one hundred eighty (180) days after such casualty, then Tenant shall have the option to terminate this Lease upon notice to Landlord, in which event all insurance proceeds available under the provisions of the coverage provided for in Section 8.01 shall be paid to Landlord.

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SECTION 12.02 Reconstruction; Rent Abatement:
If all or any portion of the Premises is damaged by fire or other casualty and this Lease is not terminated in accordance with the above provisions, then all insurance proceeds provided for in Section 8.01 shall be made available for payment of the cost of repair, replacing and rebuilding of the Building. Landlord shall use the proceeds from the insurance as set forth herein to repair or rebuild the Premises to its original condition. Tenant shall, using the proceeds from the insurance provided for in Section 8.02, repair, restore, replace, or rebuild any additional improvements installed by Tenant, such that the Premises shall be restored to its condition immediately prior to the occurrence of such casualty. In the event that this Lease is terminated as herein provided, all of the coverage provided for in Section 8.03(a)(i) shall be paid to and retained by Tenant. The Base Rent and other charges which are payable hereunder during the existence of such damage and until such repair or rebuilding is substantially completed, shall be equitably abated. Equitable abatement shall terminate upon the earlier of the date upon which the Tenant commences to use substantially all of the Premises for business with the public or the date upon which Landlord substantially completed its repair or rebuilding work.

ARTICLE XIII
EMINENT DOMAIN

SECTION 13.01 Eminent Domain:
If the whole or any material part of the Premises shall be taken for public or quasi-public use by a governmental or other authority having the power of eminent domain or shall be conveyed to such authority in lieu of such taking, and if such taking or conveyance shall cause the remaining part of the Premises not so taken to be untenantable and inadequate for use by Tenant as herein set forth, as determined by Tenant, in Tenant's reasonable discretion, this Lease shall terminate as of the date of such taking. If a part of the Premises shall be taken or conveyed but the portion remaining after restoration can be made economically functional for Tenant's purpose, as determined by Tenant, in Tenant's reasonable discretion, then this Lease shall not be terminated as provided for in this Section 13.01, but this Lease shall be terminated only as to the part taken or conveyed as of the date Tenant surrenders possession, and Landlord shall make such repairs, alterations and improvements as may be necessary to render the part not taken or conveyed tenantable. The rent shall be reduced proportionate to the amount (based on square footage) of the Premises taken. All compensation awarded for such taking or conveyance shall be the property of Landlord without any deduction therefrom, except such compensation as may be awarded to Tenant on account of moving and relocation expenses and depreciation to and removal of Tenant's trade fixtures and personal property.

ARTICLE XIV

SUBORDINATION

SECTION 14.01 Lease Subordinate:
Provided that the holder of a mortgage or deed of trust who acquires rights in the Premises after the Effective Date executes and delivers to Tenant a non-disturbance agreement in recordable form reasonably satisfactory to Tenant which provides that such holder will honor all of the terms of this Lease so long as no Event of Default exists hereunder, this Lease and all of the rights of Tenant hereunder are and shall be subject and subordinate at all times to the lien of any mortgage or deed of trust which may now or hereafter affect the real property of which Premises form a part and to all

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renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument or subordination shall be required by any holder of a mortgage, other than the non-disturbance agreement referred to above. Tenant shall, if requested by Landlord or any mortgagee, promptly execute said non-disturbance agreement confirming the subordination referred to herein.

If any holder of a mortgage elects to have this Lease superior to the applicable mortgage and signifies its election in the instrument creating its lien or by separate recorded instrument, then this Lease shall be superior to such mortgage, notwithstanding any provision hereof.

SECTION 14.02 Attornment:
If, and so long as this Lease is in full force and effect, subject to the provisions of Section 15.01 hereof: (a) this Lease shall remain in full force notwithstanding a default under the mortgage by Landlord; (b) if any such mortgagee shall become possessed of the Premises and assumes the obligations of Landlord hereunder, Tenant shall be obligated to such mortgagee to pay it the rentals and other charges due hereunder and to thereafter comply with all the terms of this Lease; and (c) if any mortgagee or purchaser, at a private or public sale shall become possessed of the Premises and assumes the obligations of Landlord hereunder, Tenant shall, without charge, attorn to such mortgagee or purchaser as its Landlord under this Lease.

SECTION 14.03 Estoppel Certificate:
Within ten (10) days after request therefore, each party agrees to execute and deliver to the other, in recordable form, an estoppel certificate certifying (if such be the case) that this Lease is unmodified and in full force and effect (and if there has been modification, then the same is in full force and effect as modified and stating the modifications); that there are no defenses or offsets against the enforcement thereof or stating those claimed by Tenant; and stating the date to which rentals and other sums due hereunder are paid. Such certificate shall also include such other information as may be reasonably required or requested. The failure by either party to deliver any such certificate within ten (10) days after request therefore shall be deemed to constitute the certification by such party that this Lease is in full force and effect and has not been modified except as may be represented by the other party and that there are no defenses or offsets against enforcement thereof.

ARTICLE XV
EVENTS OF DEFAULT

SECTION 15.01 Events of Default:
The occurrence of any one or more of the following events shall be classified as an “Event of Default” of this Lease by Tenant:

(a) Tenant fails to pay any installment of Base Rent, Expense Contribution and/or additional rent when the same shall be due and payable and the same remains unpaid ninety (90) days after Landlord shall have given written notice thereof to Tenant:

(b) Tenant fails to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under this Lease for a period of ninety (90) days after notice thereof from Landlord; provided, however, that if the term, condition, covenant or obligation to be performed by

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Tenant is of such nature that the same cannot reasonably be cured within ninety (90) days and if Tenant commences such performance or cure within said ninety (90) day period and thereafter diligently undertakes to complete the same, then such failure shall not be an Event of Default.

(c) If Tenant refuses to take possession of the Premises at the Tenant's Date of Possession, vacates or abandons the Premises or permits the same, or any substantial portion thereof, to remain unoccupied and unattended for a period of ninety (90) consecutive days;

(d) A trustee or receiver is appointed to take possession of substantially all of Tenant's assets in, on or about the Premises of Tenant's interest in this Lease (and Tenant or any guarantor of Tenant's obligations under this Lease does not regain possession within ninety (90) days after such appointment); Tenant makes an assignment for the benefit of creditors; or substantially all of Tenant's assets in, on or about the Premises or Tenant's interest in this Lease are attached or levied upon under execution (and Tenant does not discharge the same within ninety (90) days thereafter); or

(e) A petition in bankruptcy, insolvency, or for reorganization or arrangement is filed by or against Tenant or any guarantor of Tenant's obligations under this Lease pursuant to any Federal or State statute, and, with respect to any such petition filed against it, Tenant or such guarantor fails to secure a stay or discharge thereof within ninety (90) days after filing of the same.

SECTION 15.02 Landlord's Remedies:
Upon the occurrence of any Event of Default, Landlord shall have the following rights and remedies, any one or more of which may be exercised without further notice to or demand upon Tenant:

(a) Landlord may re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any cost and expenses which Landlord may incur to cure such default; and Landlord shall not be liable to Tenant for any loss or damage which Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise;

(b) Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such default, in which event: (1) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises, and Tenant shall immediately thereafter surrender the Premises to Landlord; (2) Landlord may re-enter the Premises and dispose Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; and (3) notwithstanding a termination of this Lease (a) Landlord may declare all rent which would have been due and payable, whereupon Tenant shall be obligated to pay the same to Landlord, together with all loss or damage which Landlord may sustain by reason of such termination and re-entry, or (b) Landlord may re-let all or part of the Premises for a term different from that which would otherwise have constituted the balance of the term of this Lease and for rent and on terms and conditions different from those contained herein, whereupon Tenant shall immediately be obligated to pay to Landlord as liquidated damages the difference between the rent provided for herein and that provided for in any lease covering subsequent re-letting of the Premises, for the period which would otherwise have constituted the balance of the term of this Lease, together with all of Landlord's costs and expenses for preparing the Premises for re-letting, including all repairs, tenant finish improvements, broker's and attorney's fees, and all loss or damage which Landlord may

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sustain by reason of such termination, re-entry and re-letting, it being expressly understood and agreed that the liabilities and remedies specified in clauses (a) and (b) hereof shall survive the termination of this Lease; or (4) continue this Lease in full force and effect, but with the right at any time thereafter to elect options (a) or (b) immediately hereinabove. Should Landlord, following default as aforesaid, elect to continue this Lease in full force, Landlord shall use its reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the term hereof, or for such longer or shorter periods as Landlord shall deem advisable. Tenant acknowledges that Landlord shall have no obligation to rent the Premises prior to Landlord's renting any other available space owned by Landlord in the Building. Tenant shall remain liable for payment of all rentals and other charges and costs imposed on tenant herein, in the amounts, at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of the Tenant all amounts received by Landlord from such re-letting after first reimbursing itself for all costs incurred in curing Tenant's defaults and re-entering, preparing and refinishing the Premises for re-letting, and reletting the Premises;

(c) Upon termination of this Lease pursuant to Section 16.02(B), Landlord may recover possession of the Premises under and by virtue of the provisions of the laws of the State of Ohio, or by such other proceedings, including re-entry and possession, as may be applicable;

(d) Any damage or loss of rent sustained by Landlord may be recovered by Landlord, at Landlord's option, at the time of the reletting, or in separate actions, from time to time, as said damage shall have been made more easily ascertainable by successive relettings, or at Landlord's option in a single proceeding deferred until the expiration of the term of this Lease (in which event tenant hereby agrees that the cause of action shall not be deemed to have accrued until the date of expiration of said term) or in a single proceeding prior to either the time of reletting or the expiration of the term of this Lease;

(e) Nothing contained herein shall prevent the enforcement of any claim Landlord may have against tenant for anticipatory breach of the unexpired term of this Lease. In the event of a breach or anticipatory breach by Tenant or any of the covenants or provisions hereof, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings, and other remedies were not provided herein. Mention in this Lease of any particular remedy shall not preclude Landlord from any other remedy, in law or equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event Landlord obtaining possession of the Premises by reason of the violation by Tenant of any of the covenants and conditions of this Lease or other use; and

(f) If an event of default described in subparagraph (d) or (e) of Section 16.01 occurs, then and in any such event, Landlord shall have the right to elect any of the remedies set forth above. If this Lease is assumed or assigned to a trustee, receiver, liquidator or other court appointed person or entity without Landlord's prior written consent, the parties and their respective successors (whether by operation of law or otherwise) agree that, upon such an assignment or assumption all defaults of Tenant prior to such assignment or assumption must be cured and that adequate assurances of future performance under this Lease must be provided.

SECTION 15.03 Additional Remedies and Waivers:

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The rights and remedies of Landlord set forth herein shall be in addition to any other right and remedy now or hereinafter provided by law and all such rights and remedies shall be cumulative. No action or inaction by Landlord shall constitute a waiver of a default and no waiver of Default shall be effective unless it is in writing, signed by the Landlord.

SECTION 15.04 Mediation:
Notwithstanding the foregoing, if a dispute arises out of or relates to this Lease, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first, before resorting to court proceedings, to try in good faith to settle the dispute by mediation administered by a mediator who shall be mutually selected by the parties. In the event that the parties cannot mutually agree upon a mediator, then each party shall select a mediator and those two mediators shall select a third mediator who shall conduct the mediation. The mediation shall take place in Reynoldsburg, Ohio at a location to be determined by the mediator. The fees and expenses of the mediator shall be shared equally by the parties. The procedure for the mediation shall be as established by the mediator.

ARTICLE XVI
DEFAULT BY LANDLORD

SECTION 16.01 Landlord's Default:
It shall be a default and breach of this Lease by Landlord if it shall fail to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under this Lease for a period of ninety (90) days after written notice thereof from Tenant; provided, however, that if the term, condition, covenant or obligation to be performed by Landlord is of such nature that same cannot reasonably be performed within such ninety (90) day period, such failure shall not constitute a default by Landlord hereunder if Landlord commences such performance within said ninety (90) day period and thereafter diligently undertakes to complete the same.

SECTION 16.02 Remedies of Tenant:
Upon the occurrence of an Event of Default by the Landlord, Tenant shall have all the rights and remedies which are available to it at law or equity, including but not limited to the right to seek termination of this Lease, the right to seek and recover monetary damages and/or the right to seek injunctive relief and other equitable remedies.

SECTION 16.03 Mediation:
Notwithstanding the foregoing, the provisions of Section 16.04 shall be applicable in the event of Landlord default.

ARTICLE XVII
NON-WAIVER OF DEFAULT

SECTION 17.01 Non-Waiver of Default:
he failure of delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, nor affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default and breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not

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be construed to be other than a payment of account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies in this Lease.

ARTICLE XVIII
NOTICES

SECTION 18.01 Notices:
No notice or other communication given under this Lease by law shall be effective unless the same is in writing and is delivered in person or mailed by registered or certified mail, return receipt requested, first class, postage prepaid, addressed:

(1) If to Landlord, to the address set forth in the first paragraph hereof, attention: City Services Director

(2) If to the Tenant, to the address set forth in the first paragraph hereof, attention: CEO & President

The address for the notices may be changed by the Landlord or Tenant by notice to the other party. The date of service of any notice given by mail shall be the date on which such notice is deposited in the U.S. Mail.

ARTICLE XIX
END OF TERM

SECTION 19.01 Return of Premises:
Upon the expiration or termination of this Lease, Tenant shall quit and surrender the Premises, in good order, broom clean, normal wear and tear, casualty and acts of God excepted, to the Landlord. Upon the expiration or termination of this Lease, Tenant shall execute and acknowledge a lease termination of this Lease, Tenant shall execute and acknowledge a lease termination to Tenant's interest in the Premises, in recordable form, in favor of the Landlord ten (10) days after written notice and demand therefor by Landlord, and failing to do so within said ten (10) day time period, Tenant hereby appoints Landlord its attorney-in-fact, irrevocably, to execute and deliver such lease termination.

SECTION 19.02 Holding Over:
If Tenant shall hold possession of the Premises after the expiration or termination of this Lease, at Landlord's option: (i) Tenant shall be deemed to be occupying the Premises as a tenant from month-to-month at 1.5 times the Base rent in effect during the last lease year immediately preceding such holdover and otherwise subject to all of the terms and conditions of this Lease; or (ii) Landlord may exercise any other remedies it has under this Lease or at law or in equity, including an action for wrongfully holding over. No payment by Tenant, or receipt by Landlord, of a lesser amount than the correct rent shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or letter accompanying any check for payment of rent or any other amounts owed to Landlord be deemed to effect or evidence an accord and satisfaction, and Landlord may

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accept such check or payments without prejudice to Landlord's rights to recover the balance of the rent or other amount owed or to pursue any other remedy provided in this Lease.

ARTICLE XX
COVENANT OF QUIET ENJOYMENT

SECTION 20.01 Covenant of Quiet Enjoyment:
Subject to the provisions of Section 1.02 hereof, Landlord covenants that if and so long as Tenant pays the rent and all other charges provided herein and performs all of its obligations provided for herein, tenant shall at all times during the term hereof peaceably have, hold, and enjoy the Premises, without any interruption or disturbance from Landlord or anyone claiming through or under Landlord, subject to the terms hereof.

ARTICLE XXI
MISCELLANEOUS PROVISIONS

SECTION 21.01 Memorandum of Lease:
If requested by either party, a Memorandum of Lease, containing the information required by Ohio law concerning this Lease shall be prepared, executed by both parties and filed for record in the office of the Recorder of Franklin County, Ohio. This Lease may not be recorded.

SECTION 21.02 Indemnification for Leasing Commissions:
Each party represents and warrants to the other that (except with respect to any broker identified for the other in writing prior to full execution of this Lease) no broker, agent, commissioned salesman, or other person has represented by such party in the negotiations for and procurement of this Lease and of the Premises and that no commissions, fees, or compensation of any kind are due and payable in connection herewith to any broker, agent, commissioned salesman, or other person. Each party hereto agrees to indemnify and hold harmless from any and all claims, suits, or judgments (including, without limitation, reasonable attorney's fees and court costs incurred in connection with any such claims, suits, or judgments) for any fees, commissions or compensation of any kind which arise out of or are in any way connected with a breach of the foregoing representation.

SECTION 21.03 Governing Law:
This Lease is being executed and delivered by Landlord in the State of Ohio and shall be construed and enforced in accordance with the laws of that State.

SECTION 21.04 Severability of Invalid Provisions:
If any provision of this Lease shall be held to be invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

SECTION 21.05 Complete Agreement: Amendments:
This Lease, including all Exhibits, constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or

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implied representation or understandings shall vary its term, and it may not be amended except by a written instrument executed by both parties hereto.

SECTION 21.06 Inability to Perform:
This Lease and the obligation of either party to perform their respective covenants and agreements hereunder shall not be impaired nor shall either party be in default hereunder because a party is unable to fulfill any of its obligations under this Lease, if that party is prevented or delayed from so doing by any accident, breakage, repairs, alterations, improvements, strike or labor troubles, or any outside cause whatsoever beyond the reasonable control of that party, including, but not limited to, energy shortages or governmental preemption in connection with a natural emergency, or by reason of governmental laws or any rule, order or regulation of any department subdivision thereof of any governmental agency, or by reasons of the conditions of supply and demand which have been or are affected by war or other emergency. The foregoing shall in no event, however, apply to the payment of Base Rent and other charges hereunder, which shall be due and payable on the date(s) specified herein notwithstanding any such event.

SECTION 21.07 No Option:
Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option for lease, and it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

SECTION 21.08 Time of the Essence:
Time is of the essence of this Lease and each and all its provisions.

SECTION 21.09 Authorized Signatory:
Each person executing this Lease on behalf of a party hereto represents that he/she is authorized to do so and that such execution is fully binding on such party.

SECTION 21.10 Paragraph Captions:
Paragraph captions herein are for Landlord's and Tenant's convenience only and neither limit nor amplify the provisions of this Lease.

SECTION 21.11 Jury Trial:
Landlord and Tenant hereby waive trial by jury if any action, proceeding or counterclaim brought by either of the parties hereto against the other on or in respect of any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant hereunder, Tenant's use or occupancy of the Premises and/or any claim of injury or damage.

SECTION 21.12 Financial Statements:
Within a reasonable time after the end of each calendar year during the Term hereof, Tenant shall provide Landlord with an annual report of income and expenses for operation of the Premises.

[Remainder of page intentionally left blank]

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IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

LANDLORD:

City of Reynoldsburg, Ohio, an Ohio political subdivision

By: _____

Its: _____

TENANT:

The Young Men's Christian Association of Central Ohio, an Ohio not for profit corporation

By: _____

Its: _____

STATE OF OHIO :
: SS.
COUNTY OF FRANKLIN :

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, _____ of City of Reynoldsburg, Ohio, an Ohio political subdivision, for and behalf of said political subdivision.

_____
Notary Public

STATE OF OHIO :
:SS.
COUNTY OF FRANKLIN :

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, _____ of the Young Men's Christian Association of Central Ohio, an Ohio not for profit corporation, for and on behalf of said corporation.

_____
Notary Public

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EXHIBIT "A"

Legal Descriptions (2) of City Land

10.571 ACRES

Situated in the State of Ohio, County of Franklin, City of Reynoldsburg, in Half Section 30, Section 18, Township 16, Range 20, Refugee Lands, being part of those tracts of land conveyed to Nance Family LLC by deed of record in Instrument Number 201009270125986 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at a magnetic nail set at the centerline intersection of East Main Street (State Route 40) and Davidson Drive (50 feet wide, Official Record 11890C20);

thence South 01° 07' 33" East, with the centerline of said Davidson Drive, a distance of 336.74 feet to a point;

thence North 88° 52' 27" East, crossing said Davidson Drive, a distance of 25.00 feet to an iron pin set in the easterly right-of-way line of said Davidson Drive, the TRUE POINT OF BEGINNING for this description;

thence North 81° 22' 14" East, crossing said Nance Family LLC tract, a distance of 278.67 feet to an iron pin set;

thence North 12° 41' 04" West, crossing said Nance Family LLC tract, a distance of 82.01 feet to an iron pin set at the southeasterly corner of Lot 1 of the subdivision entitled "Samuel Osborn's Addition", of record in Plat Book 3, Page 160;

thence North 01° 07' 33" West, with the easterly line of said Lot 1, a distance of 150.00 feet to an iron pin set in the southerly line of that 0.133 acre tract conveyed as Parcel 2-WD to the State of Ohio by deed of record in Official Record 32297H09, the southerly right-of-way line of said East Main Street;

thence North 88° 52' 27" East, with said southerly right-of-way line, a distance of 105.49 feet to an iron pin set at the southwesterly corner of that 0.021 acre tract conveyed as Parcel 4-WD to the State of Ohio by deed of record in Instrument Number 199803240066860, in the westerly line of the subdivision entitled "Reynoldsburg Town Plat", of record in Plat Book 3, Page 169, the east bank of Black Lick Creek;

thence partially with the westerly line of said Reynoldsburg Town Plat, the westerly line of that 1.332 acre tract conveyed as Parcel 3 to William C. Stewart III and Marcia Ann Stewart by deed of record in Instrument Number 200211060282525, and with the east bank of Black Lick Creek, the following courses and distances:

South 14° 52' 27" West, a distance of 84.29 feet to an iron pin set;

South 41° 46' 04" East, a distance of 92.39 feet to a 3/4 inch iron pin found;

South 35° 57' 28" East, a distance of 48.01 feet to an iron pin set; and

South 29° 18' 27" East, a distance of 180.39 feet to an iron pin set;

South 39° 29' 06" East, a distance of 20.60 feet to an iron pin set;

South 39° 26' 59" East, a distance of 80.42 feet to an iron pin set;

South 01° 15' 23" East, a distance of 91.22 feet to an iron pin set;

South 05° 13' 03" West, a distance of 90.17 feet to an iron pin set;

South 07° 46' 24" West, a distance of 31.79 feet to an iron pin set;

South 22° 39' 50" West, a distance of 62.12 feet to an iron pin set;

South 17° 55' 50" East, a distance of 132.00 feet to an iron pin set;

South 39° 27' 41" East, a distance of 41.61 feet to an iron pin set; and

South 33° 52' 36" West, a distance of 88.00 feet to an iron pin set at the northeasterly corner of that 9.6 acre tract conveyed to the Village of Reynoldsburg, Ohio by deed of record in Deed Book 2179, Page 40;

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thence South 87° 04' 27" West, with the northerly line of said 9.6 acre tract, a distance of 636.75 feet to an iron pin set in the easterly right-of-way line of said Davidson Drive;

thence with said easterly right-of-way line the following courses and distances:

North 08° 35' 33" West, a distance of 267.51 feet to an iron pin set at a point of curvature to the right;

with the arc of said curve, having a central angle of 39° 30' 03", a radius of 169.00 feet, an arc length of 116.51 feet, a chord bearing of North 11° 09' 29" East and chord distance of 114.22 feet to an iron pin set;

North 30° 54' 31" East, a distance of 121.06 feet to an iron pin set at a point of curvature to the left;

with the arc of said curve, having a central angle of 32° 02' 03", a radius of 206.00 feet, an arc length of 115.17 feet, a chord bearing of North 14° 53' 29" East and chord distance of 113.68 feet to an iron pin set; and

North 01° 07' 33" West, a distance of 93.48 feet to the TRUE POINT OF BEGINNING, containing 10.571 acres of land, more or less.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings herein are based on the Ohio State Plane Coordinate System South Zone as per NAD83 (1986 Adjustment). Said bearings originated form a field traverse which was tied (referenced) to said coordinate system by GPS observations of Franklin County Engineering Department monuments REYNOLDSBURG and HOWELL2. A bearing of North 88° 52' 27" East was held for a section of the southerly right-of-way line of East Main Street (U.S. 40).

This description is based on documents of record, prior plats of survey and observed evidence located by an actual field survey performed in May 2016.

PRELIMINARY
APPROVAL
any deed order
FRANKLIN COUNTY
ENGINEERING DEPT.
6/9/16 BY: MJS

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk
Professional Surveyor No. 7865

7 June 16
Date

MAK:mn
10_571 ac 20160536-VS-BNDY-01.doc

City of Reynoldsburg, Ohio
Planning Commission
Date: 8/8/16
Planning Administrator
APPROVED - No Plat Req'd

O-106-E
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OUT OF
(060)
000954

STATE OF OHIO
MATTHEW A. KIRK
PROFESSIONAL SURVEYOR

DAVID L. RINGLE, P.E. P.S.
BY: RJN
DATE 09/09/2016

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1.026 ACRES

Situated in the State of Ohio, County of Franklin, City of Reynoldsburg, in Half Section 30, Section 18, Township 16, Range 20, Refugee Lands, being part of those tracts of land conveyed to Nance Family LLC by deed of record in Instrument Number 201009270125986 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at a magnetic nail set at the centerline intersection of East Main Street (State Route 40) and Davidson Drive (50 feet wide, Official Record 11890C20);

thence South 01° 07' 33" East, with the centerline of said Davidson Drive, a distance of 331.40 feet to a point;

thence South 88° 52' 27" West, crossing said Davidson Drive, a distance of 25.00 feet to an iron pin set in the westerly right-of-way line of said Davidson Drive, the TRUE POINT OF BEGINNING for this description;

thence with said westerly right-of-way line the following courses an distances:

South 01° 07' 33" East, a distance of 98.82 feet to an iron pin set at a point of curvature to the right;

with the arc of said curve, having a central angle of 32° 02' 03", a radius of 156.00 feet, an arc length of 87.22 feet, a chord bearing of South 14° 53' 29" West and chord distance of 86.09 feet to an iron pin set;

South 30° 54' 31" West, a distance of 121.06 feet to an iron pin set at a point of curvature to the left;

with the arc of said curve, having a central angle of 39° 30' 03", a radius of 219.00 feet, an arc length of 150.98 feet, a chord bearing of South 11° 09' 29" West and chord distance of 148.01 feet to an iron pin set; and

South 08° 35' 33" East, a distance of 262.55 feet to an iron pin set in the northerly line of that 9.6 acre tract conveyed to the Village of Reynoldsburg, Ohio, by deed of record in Deed Book 2179, Page 40;

thence South 87° 04' 27" West, with said northerly line, a distance of 6.90 feet to an iron pin set in the easterly line of the subdivision entitled "Herbert C. Huber Plat No. 36 Section Two", of record in Plat Book 29, Page 36;

thence North 08° 32' 39" West, with the easterly line of said "Herbert C. Huber Plat No. 36, Section Two", a distance of 689.59 feet to an iron pin set;

thence North 87° 07' 19" East, crossing said Nance Family LLC tract, a distance of 181.36 feet, to the TRUE POINT OF BEGINNING, containing 1.026 acres of land, more or less.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings herein are based on the Ohio State Plane Coordinate System South Zone as per NAD83 (1986 Adjustment). Said bearings originated form a field traverse which was tied (referenced) to said coordinate system by GPS observations of Franklin County Engineering Department monuments REYNOLDSBURG and HOWELL2. A bearing of North 88° 52' 27" East was held for a section of the southerly right-of-way line of East Main Street (U.S. 40).

This description is based on documents of record, prior plats of survey and observed evidence located by an actual field survey performed in May 2016.

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SPLIT
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OUT OF
(040)
000954

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk
Professional Surveyor No. 7865

7 June 16
Date

STATE OF OHIO — MATTHEW A. KIRK — 7865 — SURVEYOR

ENGINEERING DEPT
DATE: 6/9/16

City of Reynoldsburg, Ohio
Planning Commission
Date: 8/8/16
Planning Administrator
APPROVED - No Plat Req'd

DESCRIPTION VERIFIED
EVAN C. RINGLE, P.E., P.S.
BY: RJP
DATE: 09/08/2016

EXHIBIT "B"

CO\5771594.2

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Depiction of City Land

EXHIBIT "C"

Depiction of Community Center Land

EXHIBIT "D"

Description of Common Area Land

EXHIBIT "E"

Site Plan

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EXHIBIT “F”

Landlord Office Area

IF " DOCVARIABLE "SWDocIDLocation" 4" = "4" " DOCPROPERTY "SWDocID" CO\5929470.3" "" CO\5929470.3

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