



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

CITY COUNCIL

Council Meeting

7232 East Main Street
Reynoldsburg, OH 43068
www.ci.reynoldsburg.oh.us

Mollie Prasher, Clerk of Council
614-322-6836

Monday, December 9, 2019

Council Chambers

CITY COUNCIL MEETING

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. APPROVAL OF MINUTES**
 - A. City Council – Regular Meeting – November 25, 2019
- 4. APPROVAL OF AGENDA**
- 5. COMMUNITY COMMENTS AND REQUESTS**
- 6. COMMUNICATIONS**
- 7. REPORTS**
 1. TREASURY INVESTMENT BOARD MINUTES
- 8. MOTION**

9. LEGISLATION FOR EMERGENCY ADOPTION

- A. AN ORDINANCE CONSENTING TO THE ANNEXATION OF CERTAIN REAL PROPERTY LOCATED AT 1676 LANCASTER AVENUE IN TRURO TOWNSHIP, OWNED BY RICHARD E. AND DOROTHY L. BARTH, AND DECLARING AN EMERGENCY (FIRST READING 11/25/2019). --- SPALDING. DEVELOPMENT, PARKS AND RECREATION COMMITTEE.
- B. AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH SPHERE, LLC FOR THE INSTALLATION OF DIGITAL COMMUNICATION ON THE VERIZON CELL TOWER, WAIVE THE BIDDING PROCESS, AND DECLARING AN EMERGENCY (FIRST READING 11/25/2019). --- COTNER. FINANCE AND ADMINISTRATION COMMITTEE.

10. LEGISLATION FOR FIRST READING

- A. AN ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN AGREEMENT WITH EVANS, MECHWART, HAMBLETON & TILTON, INC. (EMH&T) FOR GENERAL CONSULTING AND PROFESSIONAL DESIGN, AND DECLARING AN EMERGENCY --- LUZADER. PUBLIC SERVICE AND TRANSPORTATION COMMITTEE.
- B. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CT CONSULTING GENERAL CONSULTING AND PROFESSIONAL DESIGN SERVICES, AND DECLARING AN EMERGENCY --- LUZADER. PUBLIC SERVICE AND TRANSPORTATION COMMITTEE.
- C. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT FOR CITY INSURANCE FOR 2020, AND DECLARING AN EMERGENCY --- COTNER. FINANCE AND ADMINISTRATION COMMITTEE.
- D. AN ORDINANCE AUTHORIZING RENEWAL OF THE CITY'S DENTAL INSURANCE COVERAGE WITH DELTA DENTAL FOR THE PERIOD FROM JANUARY 1, 2020 THROUGH DECEMBER 31, 2021, AND DECLARING AN EMERGENCY --- COTNER. FINANCE AND ADMINISTRATION COMMITTEE.

11. LEGISLATION FOR SECOND READING

- A. AN ORDINANCE AUTHORIZING THE CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST, AND DECLARING AN EMERGENCY (FIRST READING 11/25/2019). --- SPALDING. DEVELOPMENT, PARKS AND RECREATION COMMITTEE.
- B. AN ORDINANCE TO WAIVE THE PROVISION OF SECTION 971.16 OF THE CITY'S CODIFIED ORDINANCES FOR THE 2020 REYNOLDSBURG FARMERS' MARKET (FIRST READING 11/25/2019). --- SPALDING. DEVELOPMENT, PARKS AND RECREATION COMMITTEE.
- C. AN ORDINANCE TO WAIVE THE PROVISIONS OF SECTION 971.16 OF THE CITY'S CODIFIED ORDINANCES FOR THE 2020 REYNOLDSBURG ARTISTS & MAKER'S MARKET (FIRST READING 11/25/2019). --- SPALDING. DEVELOPMENT, PARKS AND RECREATION COMMITTEE.
- D. AN ORDINANCE TO AMEND CHAPTER 505 ANIMALS AND FOWL, SECTIONS 505.11 KILLING OR INJURING ANIMALS AND REPEAL SECTIONS 505.13 POISONING ANIMALS AND 505.15 CRUELTY TO ANIMALS OF THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO (FIRST READING 11/25/2019). --- BRYANT. PUBLIC SAFETY, LAW AND COURTS COMMITTEE.
- E. AN ORDINANCE TO AMEND CHAPTER 505 ANIMALS AND FOWL, SECTION 505.01 DEFINITIONS OF THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO (FIRST READING 11/25/2019). --- BRYANT. PUBLIC SAFETY, LAW AND COURTS COMMITTEE.
- F. AN ORDINANCE TO AMEND CHAPTER 505 ANIMALS AND FOWL, SECTION 505.37 DANGEROUS DOGS AND OTHER ANIMALS AND TO ADD SECTION 505.13 TETHERING ANIMALS TO THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO (FIRST READING 11/25/2019). --- BRYANT. PUBLIC SAFETY, LAW AND COURTS COMMITTEE.
- G. AN ORDINANCE TO MAKE INTERIM APPROPRIATIONS FOR EXPENSES AND OTHER EXPENDITURES OF THE CITY OF REYNOLDSBURG, STATE OF OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2020, AND DECLARING AN EMERGENCY (FIRST READING 11/25/2019). --- COTNER. FINANCE AND ADMINISTRATION COMMITTEE.

- H. AN ORDINANCE AUTHORIZING THE CITY AUDITOR TO FUND HEALTH SAVINGS ACCOUNTS FOR 2020, AND DECLARING AN EMERGENCY (FIRST READING 11/25/2019). --- COTNER. FINANCE AND ADMINISTRATION COMMITTEE.
- I. AN ORDINANCE TO AMEND CHAPTER 160 EMPLOYEE COMPENSATION, SECTIONS 160.01 DEFINITIONS AND 160.02(A) AND (F) PAY GRADES OF THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY (FIRST READING 11/25/2019). --- COTNER. FINANCE AND ADMINISTRATION COMMITTEE.

12. LEGISLATION FOR THIRD READING

- A. AN ORDINANCE AUTHORIZING THE CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST (SECOND READING 11/25/2019). --- BRYANT. PUBLIC SAFETY, LAW AND COURTS COMMITTEE.
- B. AN ORDINANCE TO AMEND CHAPTER 953 WATER CHARGES, SECTION 953.01(A) WATER RATE SCHEDULE OF THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY (SECOND READING 11/25/2019). --- COTNER, LUZADER. FINANCE AND ADMINISTRATION COMMITTEE.
- C. AN ORDINANCE TO AMEND CHAPTER 945 SEWER CHARGES, SECTION 945.02(C) RATE SCHEDULE OF THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY (SECOND READING 11/25/2019). --- COTNER, LUZADER. FINANCE AND ADMINISTRATION COMMITTEE.
- D. AN ORDINANCE TO AMEND CHAPTER 958 STORMWATER CHARGES, SECTION 958.06 EQUIVALENT RESIDENTIAL UNIT ASSIGNMENT IN THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY (SECOND READING 11/25/2019). --- COTNER. FINANCE AND ADMINISTRATION COMMITTEE.
- E. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH KIRCH GROUP TECHNOLOGIES, LLC, FOR INFORMATION TECHNOLOGY SERVICES FOR THE PERIOD OF JANUARY 1, 2020 THROUGH DECEMBER 31, 2020, WAIVE COMPETITIVE BIDDING, AND DECLARING AN EMERGENCY (SECOND READING 11/25/2019). --- COTNER. FINANCE AND ADMINISTRATION COMMITTEE.

- F. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE CITY OF REYNOLDSBURG'S HEALTH INSURANCE COVERAGE WITH MEDICAL MUTUAL OF OHIO FOR THE PERIOD FROM JANUARY 1, 2020 THROUGH DECEMBER 31, 2020, AND DECLARING AN EMERGENCY (SECOND READING 11/25/2019). --- COTNER. FINANCE AND ADMINISTRATION COMMITTEE.
- G. AN ORDINANCE TO TRANSFER FUNDS AMONG VARIOUS GENERAL FUND ACCOUNTS, AND DECLARING AN EMERGENCY (SECOND READING 11/25/2019). --- COTNER. FINANCE AND ADMINISTRATION COMMITTEE.
- H. AN ORDINANCE TO AMEND CHAPTER 121, SECTION 121.02 COMPENSATION OF COUNCILMEMBERS AND CHAPTER 127, SECTION 127.01 COMPENSATION OF COUNCIL PRESIDENT OF THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY (SECOND READING 11/25/2019). --- COTNER. FINANCE AND ADMINISTRATION COMMITTEE.

13. UPCOMING COUNCIL MEETINGS

- I. RECEPTION FOR COUNCIL PRESIDENT, COUNCILMEMBER, MAYOR AND CITY ATTORNEY 6:30PM PRIOR TO COUNCIL MEETING
- II. DECEMBER 16, 2019 (NO DECEMBER 23RD MEETING)
- III. JANUARY 13, 2020
- IV. JANUARY 27, 2020

ADJOURNMENT

**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
November 25, 2019**

President of Council Doug Joseph called the meeting to order at 9:21 PM

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

ABSENT: Clemens

Approval of Agenda

The agenda was approved as submitted.

Approval of Minutes

a. City Council – Regular Meeting – November 12, 2019

Community Comments and Requests

Julie Lumpkin-Darling, 1105 Carrousel Drive East, stated that she was excited about the upcoming rebranding project for Reynoldsburg. She is a second generation graduate of Reynoldsburg High School and her children were third generation high school alumni. I think the rebranding of Reynoldsburg is a great opportunity, but I have some concerns and questions. I like the idea of a consulting firm, but why do we need to spend \$50,000 on a consulting firm from Cleveland, when those funds could have been spent closer to home like Columbus. My other concern is as a second generation of Reynoldsburg High School, there is great and awesome talent here in this city. I have a few of my kid's friends that are part of Encore, but there is also DECA, BEL. These kids are grooming themselves to be your public relations. I feel that we can utilize our children in Reynoldsburg. Mrs. Phillips utilized her children in an engineering project. It is a wonderful way to engage our community and our children. Maybe the mentoring for this project, their ideas, or the swag/merchandising. You have a merchant here in Reynoldsburg, who makes Reynoldsburg jackets. You could utilize these children's marketing skills in producing swag merchandise. They have great ideas. The money would be better utilized in engaging the children. Maybe we could have a voting contest. These are the ideas that we have.

Morgan Harper, 139 East Main Street, Columbus, stated that she was running for the 3rd Congressional District seat in the US congress. I was born in Columbus, given up for adoption and raised on the east side near James Road. I got lucky and received financial aid to go to school at Columbus Academy in Gahanna and it woke me up. It woke me up to the opportunities afforded to people based on where they were born and how they were raised. I have been on a mission to do something about since then. I think we need a new generation in Congress, free from corporate money, who is willing to fight for us. That is what we are doing through my campaign. It is all grass roots. We launched in July. We do have a Reynoldsburg High School intern. We are trying to take advantage of the local talent. We welcome anyone to ask questions or get involved. My website is morganharper.org and my email is also morganharper.org. Thank you for the opportunity to speak and I look forward to the opportunity to engage the community.

Minutes Acceptance: Minutes of Nov 25, 2019 7:35 PM (Approval of Minutes)

**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
November 25, 2019**

Communications

Reports

CLERK OF COURT REPORT

The Clerk of Courts report was submitted for 10/3, 10/10, 10/17, 10/24 and 10/31/19. I am also submitting monies collected during the same period pursuant to City Ordinance No/s. 146-94 and 104-02.

Fines &Waivers/Bond Costs/Bond Forfeitures Order In	(#110.4512)	\$ 11,122.00
Court Costs & Miscellaneous Costs Assessed	(#110.4510)	\$ 19,733.63
Sub-Total (To General Revenue Fund)		\$ 30,855.63
Computerization Needs Fund	(#211.4510)	\$ 2,846.00
Enforcement & Education Fund	(#293.4616)	\$ 75.00
Sub-Total		\$ 2,921.00
Total Amount Submitted		\$ 33,776.63

RESULT:	READ INTO THE MINUTES
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Motions

There were no motions.

LEGISLATION FOR EMERGENCY ADOPTION

128-19

127-19: ELECTRIC VEHICLE CHARGING STATIONS --- Luzader. Public Service and Transportation Committee.

No comments.

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

127-19

Minutes Acceptance: Minutes of Nov 25, 2019 7:35 PM (Approval of Minutes)

**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
November 25, 2019**

128-19: AGREEMENT WITH FRANKLIN SOIL & WATER FOR 2020 --- Luzader.
Public Service and Transportation Committee.

No comments.

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

LEGISLATION FOR FIRST READING

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

No comments

RESULT:	REFERRED TO COMMITTEE	Next: 12/9/2019 7:30 PM
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A RESOLUTION TO WAIVE THE PROVISION OF SECTION 971.16 OF THE CITY'S CODIFIED ORDINANCES FOR THE 2020 REYNOLDSBURG FARMERS' MARKET --- Spalding. Development, Parks and Recreation Committee.

No comments.

RESULT:	REFERRED TO COMMITTEE	Next: 12/9/2019 7:30 PM
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AN ORDINANCE TO REPEAL AND REPLACE CHAPTER ELEVEN - PLANNING AND ZONING CODE FOR THE CITY OF REYNOLDSBURG, OHIO --- Spalding. Development, Parks and Recreation Committee.

No comments.

RESULT:	REFERRED TO COMMITTEE	Next: 12/5/2019 12:00 AM
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AN ORDINANCE TO WAIVE THE PROVISIONS OF SECTION 971.16 OF THE CITY'S CODIFIED ORDINANCES FOR THE 2020 REYNOLDSBURG ARTISTS & MAKER'S MARKET --- Spalding. Development, Parks and Recreation Committee.

No comments.

Minutes Acceptance: Minutes of Nov 25, 2019 7:35 PM (Approval of Minutes)

**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
November 25, 2019**

RESULT: REFERRED TO COMMITTEE

Next: 12/9/2019 7:30 PM

AN ORDINANCE CONSENTING TO THE ANNEXATION OF CERTAIN REAL PROPERTY LOCATED AT 1676 LANCASTER AVENUE IN TRURO TOWNSHIP, OWNED BY RICHARD E. AND DOROTHY L. BARTH, AND DECLARING AN EMERGENCY --- Spalding. Development, Parks and Recreation Committee.

No comments.

RESULT: REFERRED TO COMMITTEE

Next: 12/9/2019 7:30 PM

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

No comments.

RESULT: REFERRED TO COMMITTEE

Next: 12/9/2019 7:31 PM

AN ORDINANCE TO AMEND CHAPTER 505 ANIMALS AND FOWL, SECTION 505.01 DEFINITIONS OF THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO --- Bryant. Public Safety, Law and Courts Committee.

No comments.

RESULT: REFERRED TO COMMITTEE

Next: 12/9/2019 7:31 PM

AN ORDINANCE TO AMEND CHAPTER 505 ANIMALS AND FOWL, SECTION 505.37 DANGEROUS DOGS AND OTHER ANIMALS AND TO ADD SECTION 505.13 TETHERING ANIMALS TO THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO --- Bryant. Public Safety, Law and Courts Committee.

No comments.

RESULT: REFERRED TO COMMITTEE

Next: 12/9/2019 7:31 PM

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

No comments.

Minutes Acceptance: Minutes of Nov 25, 2019 7:35 PM (Approval of Minutes)

**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
November 25, 2019**

RESULT: REFERRED TO COMMITTEE

Next: 12/9/2019 7:33 PM

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

No comments.

RESULT: REFERRED TO COMMITTEE

Next: 12/9/2019 7:33 PM

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

No comments.

RESULT: REFERRED TO COMMITTEE

Next: 12/9/2019 7:33 PM

AN ORDINANCE TO AUTHORIZE TO ENTER INTO A CONTRACT WITH SPHERE, LLC FOR THE INSTALLATION OF DIGITAL COMMUNICATION ON THE VERIZON CELL TOWER, WAIVE THE BIDDING PROCESS, AND DECLARING AN EMERGENCY --- Cotner. Finance and Administration Committee.

No comments.

RESULT: REFERRED TO COMMITTEE

Next: 12/9/2019 7:33 PM

LEGISLATION FOR SECOND READING

126-19

2543: FIXED ASSET REMOVAL --- Bryant. Public Safety, Law and Courts Committee.

No comments.

RESULT: REFERRED TO COMMITTEE

Next: 12/9/2019 7:30 PM

AN ORDINANCE TO AMEND CHAPTER 953 WATER CHARGES, SECTION 953.01(A) WATER RATE SCHEDULE OF THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY --- Cotner, Luzader. Finance and Administration Committee.

No comments.

Minutes Acceptance: Minutes of Nov 25, 2019 7:35 PM (Approval of Minutes)

**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
November 25, 2019**

RESULT: REFERRED TO COMMITTEE

Next: 12/9/2019 7:33 PM

AN ORDINANCE TO AMEND CHAPTER 945 SEWER CHARGES, SECTION 945.02(C) RATE SCHEDULE OF THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY --- Cotner, Luzader. Finance and Administration Committee.

No comments.

RESULT: REFERRED TO COMMITTEE

Next: 12/9/2019 7:33 PM

AN ORDINANCE TO AMEND CHAPTER 958 STORMWATER CHARGES, SECTION 958.06 EQUIVALENT RESIDENTIAL UNIT ASSIGNMENT IN THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY --- Cotner. Finance and Administration Committee.

No comments.

RESULT: REFERRED TO COMMITTEE

Next: 12/9/2019 7:33 PM

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH KIRCH GROUP TECHNOLOGIES, LLC, FOR INFORMATION TECHNOLOGY SERVICES FOR THE PERIOD OF JANUARY 1, 2020 THROUGH DECEMBER 31, 2020, WAIVE COMPETITIVE BIDDING, AND DECLARING AN EMERGENCY --- Cotner. Finance and Administration Committee.

No comments.

RESULT: REFERRED TO COMMITTEE

Next: 12/9/2019 7:33 PM

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE CITY OF REYNOLDSBURG'S HEALTH INSURANCE COVERAGE WITH MEDICAL MUTUAL OF OHIO FOR THE PERIOD FROM JANUARY 1, 2020 THROUGH DECEMBER 31, 2020, AND DECLARING AN EMERGENCY --- Cotner. Finance and Administration Committee.

No comments.

RESULT: REFERRED TO COMMITTEE

Next: 12/9/2019 7:33 PM

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

No comments.

Minutes Acceptance: Minutes of Nov 25, 2019 7:35 PM (Approval of Minutes)

**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
November 25, 2019**

RESULT:	REFERRED TO COMMITTEE	Next: 12/9/2019 7:33 PM
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AN ORDINANCE TO AMEND CHAPTER 121, SECTION 121.02 COMPENSATION OF COUNCILMEMBERS AND CHAPTER 127, SECTION 127.01 COMPENSATION OF COUNCIL PRESIDENT OF THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY --- Cotner. Finance and Administration Committee.

No comments.

RESULT:	REFERRED TO COMMITTEE	Next: 12/9/2019 7:33 PM
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LEGISLATION FOR THIRD READING

129-19

AN ORDINANCE AUTHORIZING 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, 2020 THROUGH DECEMBER 31, 2020 --- Cotner. Finance and Administration Committee.

No comments.

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

December Council Meeting Dates

Council will meet on December 9, 2019 in Council Chambers beginning at 7:30pm.

Council has rescheduled the December 23, 2019 meeting to December 16, 2019 in Council Chambers beginning at 7:30pm.

There will also be a reception for the Mayor, City Attorney, Council President and Councilmembers, not returning to Council, beginning at 6:30pm in the Council Conference Room. Everyone is welcome to attend to thank these individuals for their public service.

December 9, 2019

December 16, 2019 (No December 23, 2019 meeting)

Reception for Councilmembers, Mayor and City Attorney 6:30pm Prior to the December 16, 2019 Council Meeting

Minutes Acceptance: Minutes of Nov 25, 2019 7:35 PM (Approval of Minutes)

**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
November 25, 2019**

Adjournment

Doug Joseph, President of Council

Mollie Prasher, Clerk of Council

Minutes Acceptance: Minutes of Nov 25, 2019 7:35 PM (Approval of Minutes)

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

DATE: **December 9, 2019****TO:****CC:****RE:** Treasury Investment Board meeting minutes from November 26, 2019

MINUTES

CITY OF REYNOLDSBURG TREASURY INVESTMENT BOARD MEETING

November 26, 2019

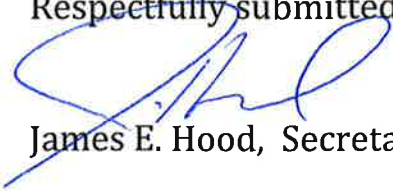
The November meeting of the Treasury Investment Board (T.I.B.) was called to order at 10:00 a.m. by Chairman McCloud. Members present were, Mayor Brad McCloud, Auditor Steve Cicak, and City Attorney Jed Hood. Also present were: Eileen Stanic of Meeder Investment Management.

- 1) The Auditor Presented: the Meeder Public Funds Advisory, Monthly Fund Balance Report
- 2) Treasury yields have been lowering since 4th quarter of 2018. No reason to believe that interest rates will rise soon.
- 3) Portfolio review 10/1/19 Average maturity less than 2 yrs. Average 1.91%
Portfolio review 11/21/19 Average maturity more than 2.5 yrs. Average 1.91%

The next meeting of the T.I.B. will be Tuesday, December 17, 2019 at 10:00 a.m. in the City Attorney's Conference Room.

There being no further business, the meeting was adjourned at 10:25 am.

Respectfully submitted,



James E. Hood, Secretary

Attachment: 112619 Treasury Board (Treasury Investment Board Minutes)

**CITY OF REYNOLDSBURG
FUND BALANCE REPORT
OCTOBER 31, 2019**

Fund	Beginning Balance	Y-T-D Revenues	Y-T-D Expenses	Unexpended Balance	Outstanding Encumbrances	Ending Balance
110 - General Fund	\$6,641,327.07	\$18,832,548.30	\$16,576,506.10	\$8,897,369.27	\$2,002,521.16	\$6,894,848.11
201 - Fema Federal Emergency Mgmt Agen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
211 - Computerized Needs (courts)	\$165,019.13	\$24,805.00	\$14,450.22	\$175,373.91	\$3,793.53	\$171,580.38
220 - Income Tax Fund	\$2,925,965.17	\$1,273,494.69	\$600,619.42	\$3,598,840.44	\$3,467,906.86	\$130,933.58
230 - Permissive Tax Fund	\$977,306.97	\$670,976.47	\$450,000.00	\$1,198,283.44	\$88,973.23	\$1,109,310.21
240 - Police Pension Fund	\$138,199.77	\$216,232.66	\$202,836.35	\$151,596.08	\$0.00	\$151,596.08
250 - Sewer Capacity Fund	\$142,787.05	\$30,011.95	\$32,293.21	\$140,505.79	\$32,088.81	\$108,416.98
260 - Street Fund	\$2,188,337.32	\$1,294,053.79	\$883,876.10	\$2,598,515.01	\$255,705.34	\$2,342,809.67
270 - State Highway Fund	\$264,910.96	\$101,972.65	\$82,622.60	\$284,261.01	\$11,533.60	\$272,727.41
282 - Cops in School	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
283 - Cops More Grant Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
285 - Endowments & Contributions	\$432,441.43	\$177,421.32	\$15,913.00	\$593,949.75	\$143,221.00	\$450,728.75
286 - G.R.E.A.T. Grant Fund	\$550.00	\$0.00	\$0.00	\$550.00	\$0.00	\$550.00
290 - Law Enforcement Fund	\$111,553.98	\$44,638.15	\$62,216.26	\$93,975.87	\$0.00	\$93,975.87
291 - Drug Enforcement Fund	\$47,494.74	\$374.00	\$0.00	\$47,868.74	\$0.00	\$47,868.74
292 - Safety Belt Program Fund	\$4,376.00	\$0.00	\$0.00	\$4,376.00	\$0.00	\$4,376.00
293 - DUI/Education/Enforcement Fund	\$15,372.94	\$1,702.00	\$0.00	\$17,074.94	\$0.00	\$17,074.94
294 - Federal Forfeiture Fund	\$85,705.41	\$331.50	\$0.00	\$86,036.91	\$0.00	\$86,036.91
295 - Law Enforcement Asst Fund	\$57,121.76	\$0.00	\$0.00	\$57,121.76	\$0.00	\$57,121.76
297 - Edward Byrne Fund	\$3.42	\$0.00	\$0.00	\$3.42	\$0.00	\$3.42
298 - Secure Our Schools	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
299 - Indigent Drivers Interlock Fund	\$16,077.59	\$0.00	\$0.00	\$16,077.59	\$0.00	\$16,077.59
310 - General Debt Retirement Fund	\$2,783,869.52	\$2,459,536.79	\$773,481.41	\$4,469,924.90	\$2,350,147.99	\$2,119,776.91
320 - Special Assessment Debt Ret Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
330 - Taylor Sq Tif Debt Retirement	\$290,646.62	\$567,861.00	\$28,930.13	\$829,577.49	\$538,930.13	\$290,647.36
410 - Capital Improvements Fund	\$29,757,483.44	\$3,471,915.21	\$17,425,592.51	\$15,803,806.14	\$11,028,367.10	\$4,775,439.04
420 - Sidewalk Construction Fund	\$895,702.43	\$1,868.25	\$93.20	\$897,477.48	\$53,165.47	\$844,312.01
440 - Brice-Main Streetscape	\$0.08	\$0.00	\$0.00	\$0.08	\$0.00	\$0.08
450 - Rosehill Road Improvement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
605 - Arts Commission	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
610 - Delinquency Prevention Fund	\$16,554.81	\$0.00	\$0.00	\$16,554.81	\$0.00	\$16,554.81
615 - Beautification Commission	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
620 - French Creek Footbridge	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
640 - Supervision and Inspection	\$154,918.27	\$14,260.00	\$53,804.85	\$115,373.42	\$86,748.16	\$28,625.26
650 - Plot Grade & Utility	\$87,867.32	\$15,887.50	\$9,700.00	\$94,054.82	\$79,370.10	\$14,684.72
660 - Unclaimed Funds	\$30,921.54	\$20.00	\$3,008.42	\$27,933.12	\$0.00	\$27,933.12
690 - Employees Fund	\$1,046.35	\$488.49	\$449.40	\$1,085.44	\$393.66	\$691.78
710 - Water Fund	\$4,223,376.96	\$6,039,314.90	\$4,407,050.26	\$5,855,641.60	\$3,898,887.61	\$1,956,753.99
720 - Wastewater/Sewer Fund	\$2,987,983.47	\$5,451,053.52	\$4,545,212.53	\$3,893,824.46	\$2,226,441.20	\$1,667,383.26
730 - Utility Deposits Fund	\$125,462.87	\$9,700.00	\$0.00	\$135,162.87	\$0.00	\$135,162.87
740 - Storm Water Drainage Fund	\$1,516,760.44	\$1,104,350.46	\$1,318,649.89	\$1,302,461.01	\$890,109.63	\$412,351.38
750 - Solid Waste Fund	\$1,046,836.64	\$1,676,531.60	\$1,730,152.70	\$993,215.54	\$594,071.52	\$399,144.02
905 - School Ski Club	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
910 - Miscellaneous Agency	\$38,441.44	\$251,661.56	\$244,832.30	\$45,270.70	\$69,204.44	(\$23,933.74)
915 - Board of Building Standards	\$15,046.20	\$5,867.08	\$5,699.85	\$15,213.43	\$2,641.58	\$12,571.85
920 - Visitors Bureau Fund	\$0.00	\$75,000.00	\$75,000.00	\$0.00	\$0.00	\$0.00
925 - Demolition Expense Fund	\$423,121.52	\$261,001.00	\$68,301.52	\$615,821.00	\$0.00	\$615,821.00
930 - Columbus Sewer Capacity	\$122,489.73	\$21,309.00	\$117,710.00	\$26,088.73	\$0.00	\$26,088.73
943 - JEDD3-ETNA-REYNOLDSBURG	\$0.00	\$4,667.39	\$140.02	\$4,527.37	\$0.00	\$4,527.37
960 - Eng Fees/Plan Review Deposits	\$100,603.43	\$35,897.23	\$28,570.00	\$107,930.66	\$9,373.00	\$98,557.66
970 - Taylor Sq School Tif	\$790,723.03	\$1,716,822.29	\$1,378,401.87	\$1,129,143.45	\$202,759.23	\$926,384.22
971 - Brice Main Tif	\$36,364.20	\$270,958.72	\$167,969.20	\$139,353.72	\$87,160.33	\$52,193.39
972 - Kroger Tif Debt Retirement	\$214,221.61	\$0.00	\$0.00	\$214,221.61	\$134,706.10	\$79,515.51
973 - Summit Rd Tif #1	\$32,107.09	\$29,513.44	\$378.40	\$61,242.13	\$0.00	\$61,242.13
974 - Taylor Rd Tif #1	\$189,396.77	\$21,063.76	\$269.37	\$210,191.16	\$0.00	\$210,191.16
975 - Taylor Rd Tif #2	\$16,394.17	\$1,273.44	\$16.33	\$17,651.28	\$0.00	\$17,651.28
	\$60,112,890.66	\$46,176,385.11	\$51,304,747.42	\$54,984,528.35	\$28,258,220.78	\$26,726,307.57

Attachment: 112619 Treasury Board (Treasury Investment Board Minutes)

MEEDER PUBLIC FUNDS ADVISORY

Customized Investment Portfolios



Prepared for

City of Reynoldsburg

November 26, 2019





FOMC STATEMENT HIGHLIGHTS

October 2019

The FOMC voted in favor of cutting its overnight target rate 0.25% for the third time this year to a range of 1.50% to 1.75%.

The decision was not unanimous as two members voted in favor of maintaining the current range.

The FOMC updated the statement's language to indicate that future decisions will remain dependent on both US and global economic data.

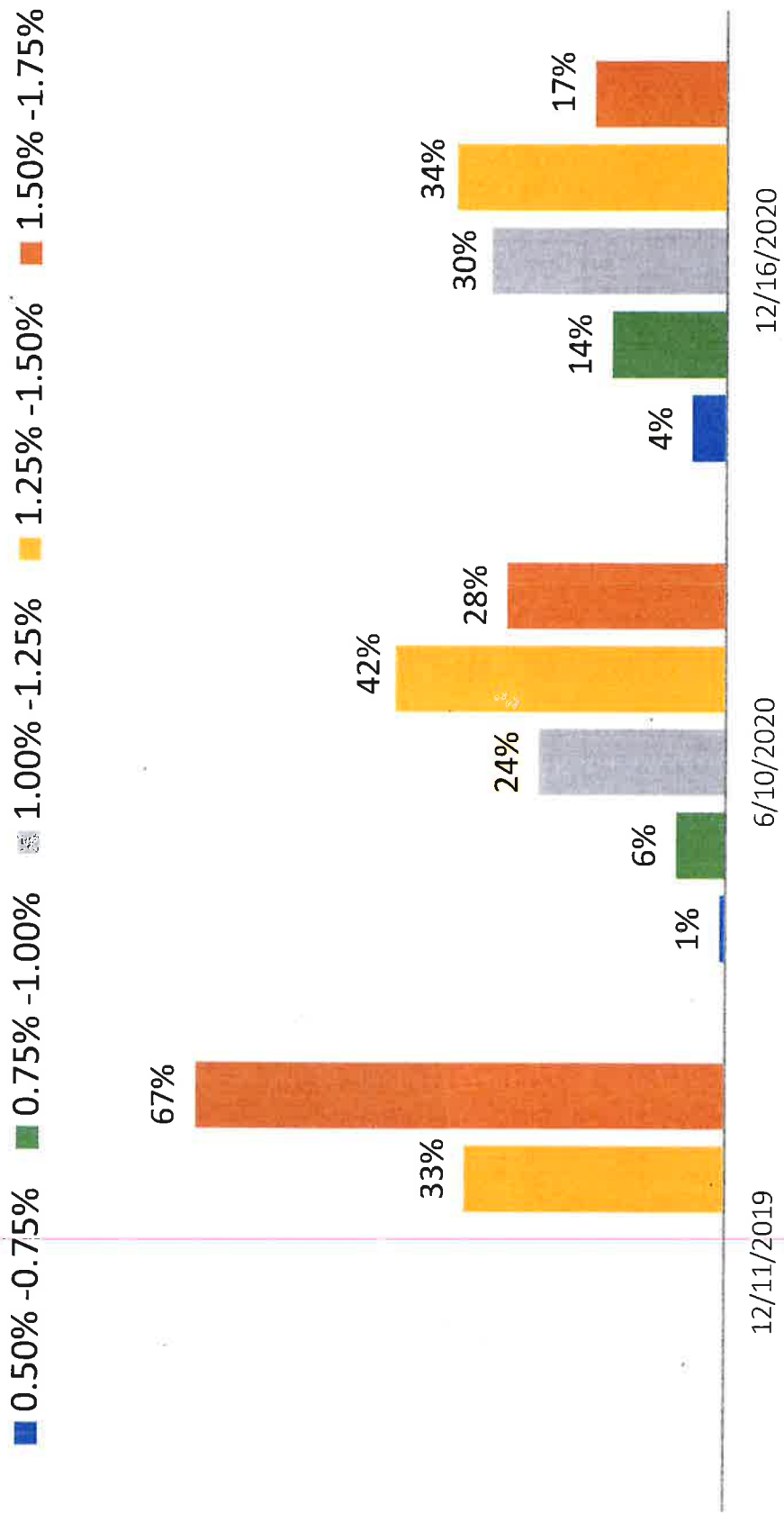
"The current stance of policy is likely to remain appropriate as long as incoming information about the economy remains broadly consistent."

The assessment of the economy remained relatively unchanged, touting a solid consumer against the backdrop of weakness in business investment and exports.



RATE CUT PATH

- Fed funds futures markets are pricing in a high probability of at least one more rate cut in 2020.



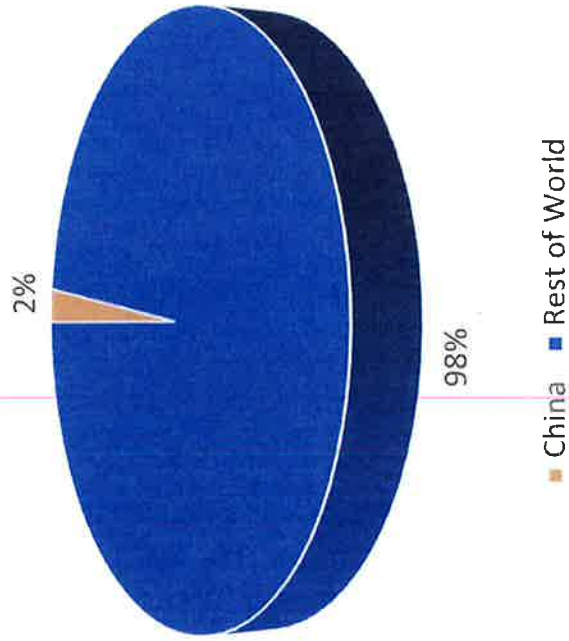
Source: Bloomberg as of 10/31/2019



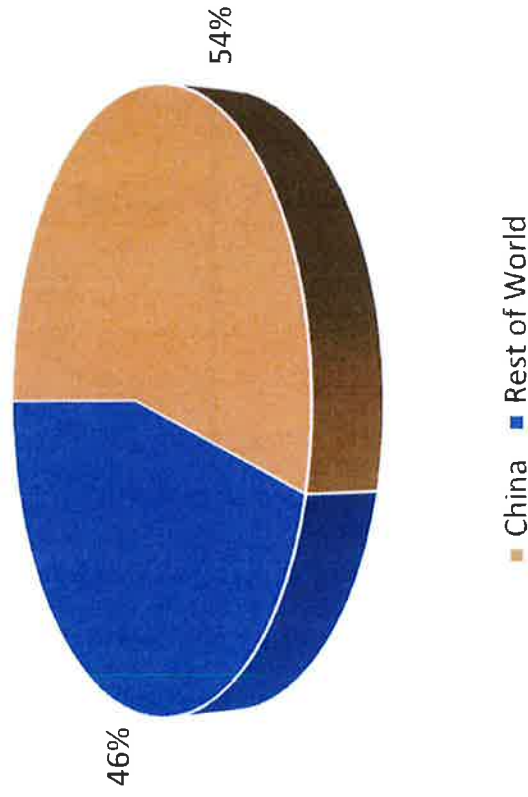
TARIFF TALK

China as a buyer of US Soybeans

August 2018



August 2019



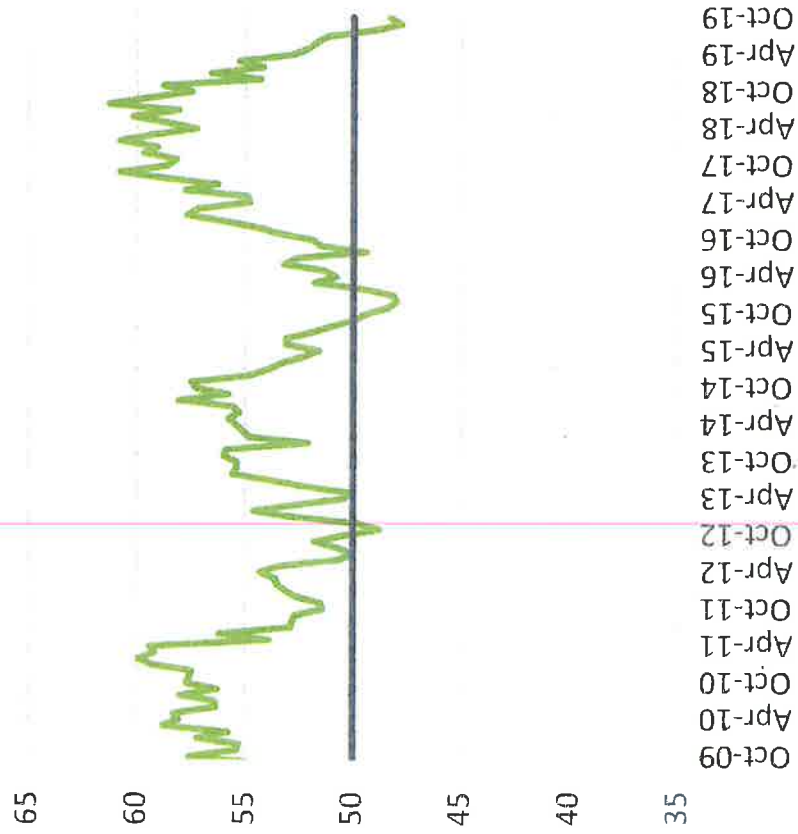
Source: US Census Bureau



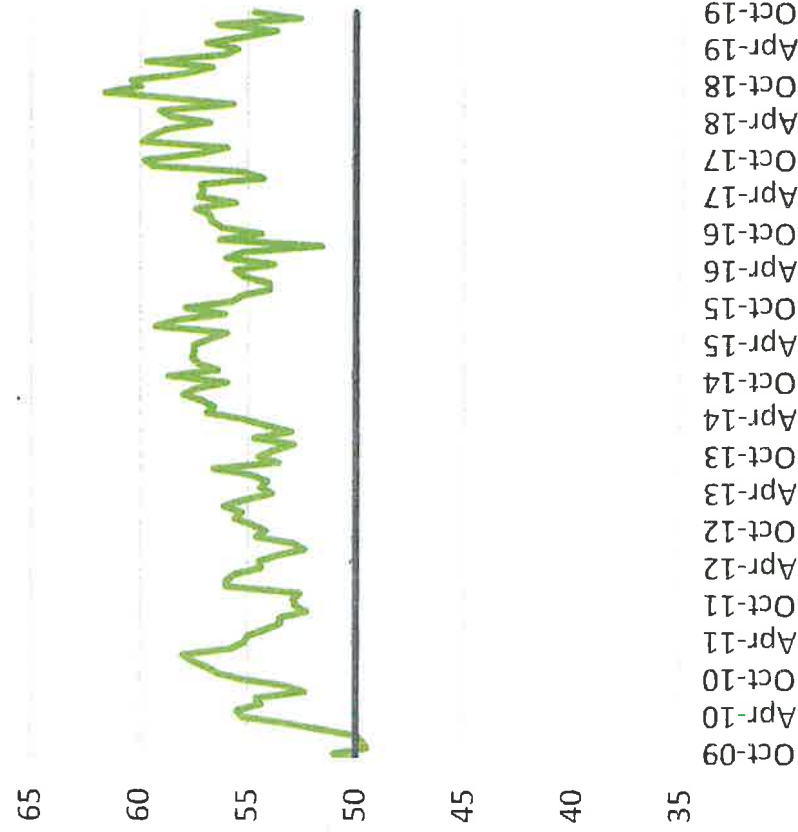
US GROWTH

ISM – Institute for Supply Management

ISM Manufacturing Index



ISM Non-Manufacturing Index





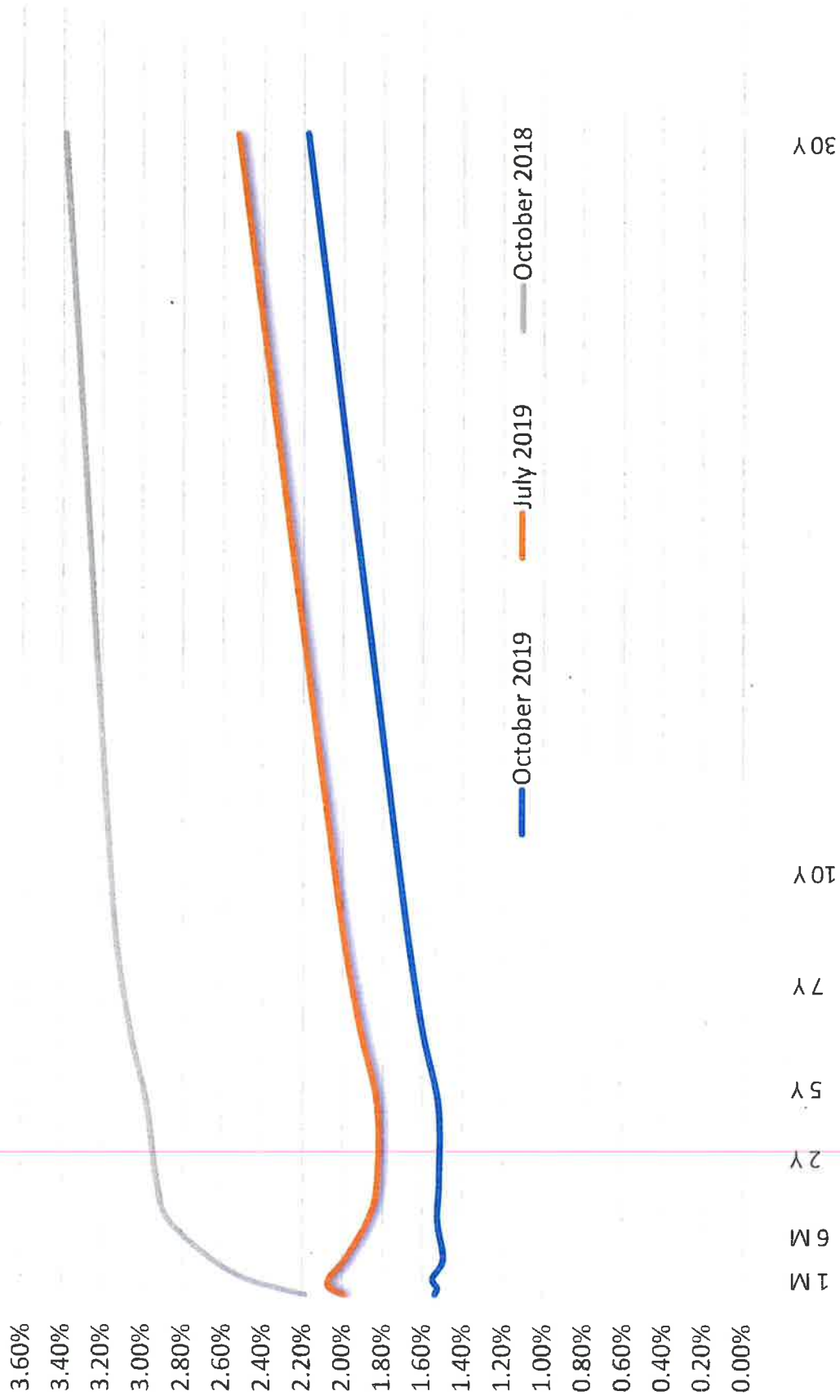
GLOBAL BOND YIELDS

Region	2 Year	3 Year	5 Year	7 Year	10 Year	30 Year
United States	1.55%	1.54%	1.55%	1.62%	1.70%	2.18%
Australia	0.82%	0.80%	0.84%	0.97%	1.14%	1.69%
Canada	1.53%	1.50%	1.42%	1.42%	1.41%	1.58%
China	2.75%	2.86%	3.06%	3.26%	3.27%	3.88%
France	-0.63%	-0.62%	-0.45%	-0.35%	-0.12%	0.68%
Germany	-0.67%	-0.71%	-0.63%	-0.59%	-0.42%	0.09%
Italy	-0.22%	-0.03%	0.31%	0.61%	0.92%	2.02%
Japan	-0.24%	-0.26%	-0.28%	-0.28%	-0.15%	0.37%
United Kingdom	0.49%	0.41%	0.43%	0.40%	0.62%	1.14%

Source: Bloomberg as of 10/31/2019



U.S. TREASURY YIELD CURVES



Source: Bloomberg as of 10/31/2019

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PORTFOLIO REVIEW





PORTFOLIO REVIEW

City of Reynoldsburg portfolio as of 10/01/2019

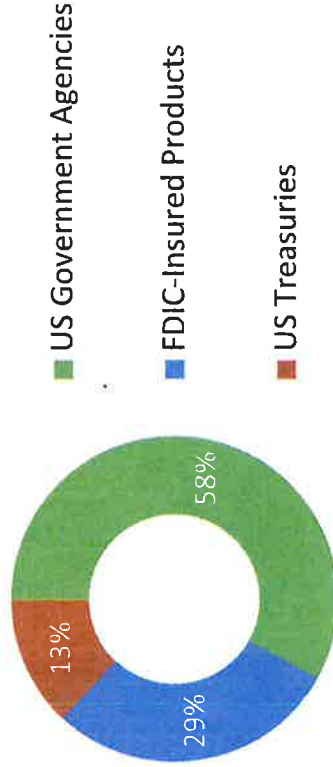
Your Portfolio

Cash	\$2,474,121
Securities	\$21,693,000
Total Portfolio	\$24,167,121

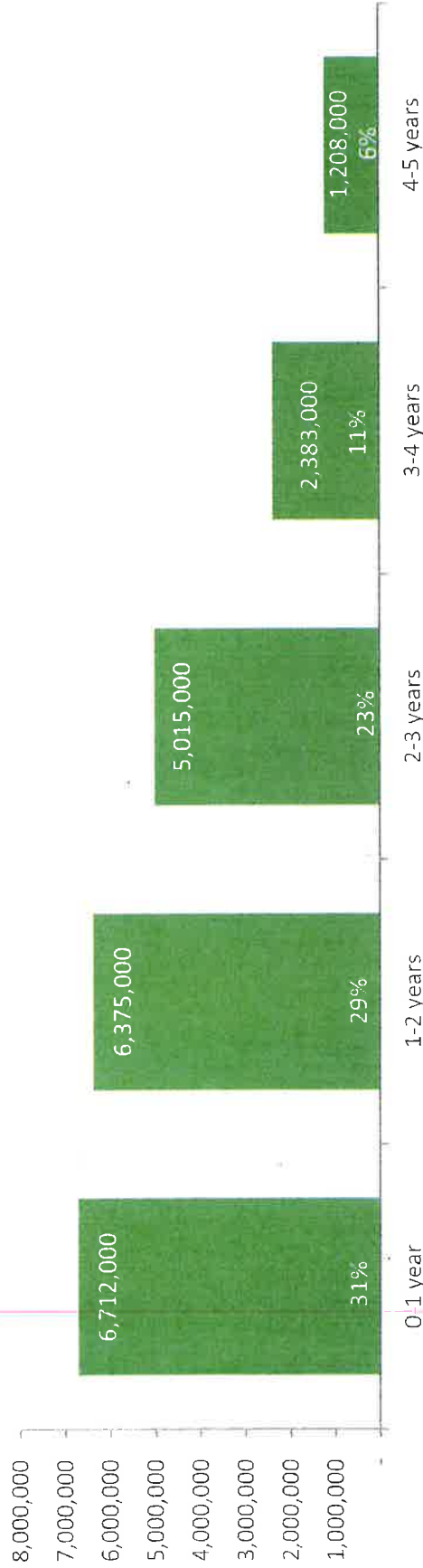
Your Securities

Weighted Average Maturity	1.78 years
Weighted Average Yield	1.91%
Estimated Annual Interest Income	\$414,336

Your Asset Allocation



Your Maturity Distribution



Yield and Interest Income information is annualized. All yield information is shown gross of any advisory and custody fees and is based on yield to maturity at cost. Past performance is not a guarantee of future results.



PORTFOLIO REVIEW

City of Reynoldsburg portfolio as of 11/21/2019

Your Portfolio

Cash

\$989,488

Securities

\$23,247,000

Total Portfolio

\$24,236,488

Your Securities

Weighted Average Maturity

2.50 years

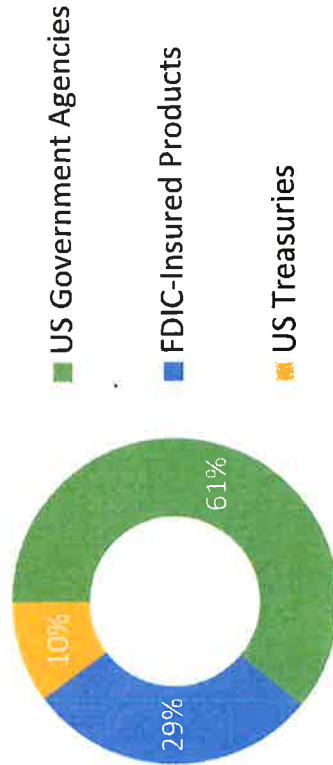
Weighted Average Yield

1.91%

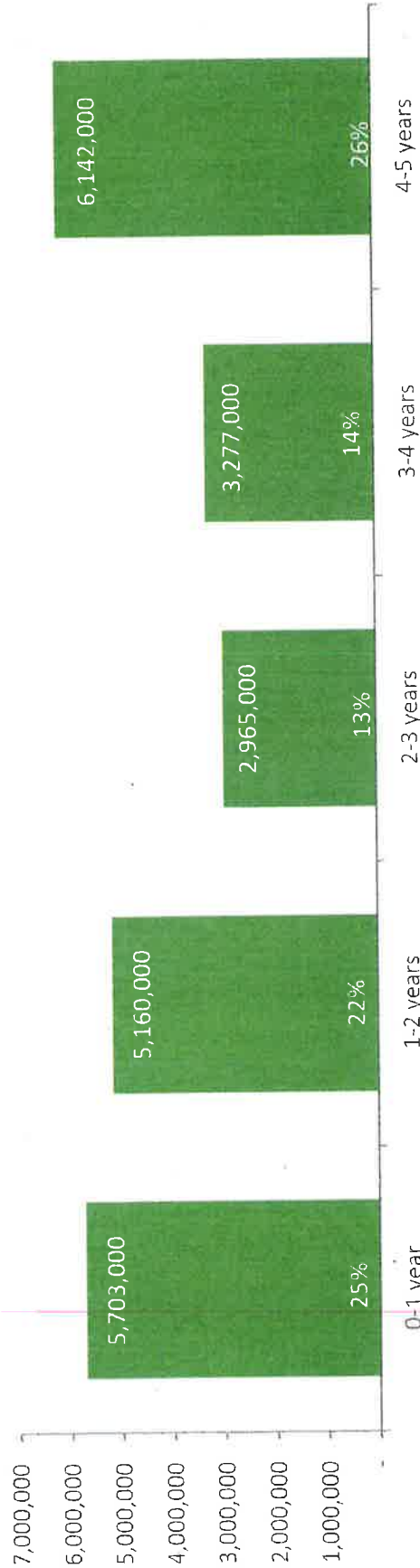
Estimated Annual Interest Income

\$444,018

Your Asset Allocation



Your Maturity Distribution



Yield and Interest Income information is annualized. All yield information is shown gross of any advisory and custody fees and is based on yield to maturity at cost. Past performance is not a guarantee of future results.

DISCLOSURE

Meeder Public Funds, Inc. is a registered investment adviser with the Securities and Exchange Commission (SEC) under the Investment Advisers Act of 1940. Registration with the SEC does not imply a certain level of skill or training. The opinions expressed in this presentation are those of Meeder Public Funds, Inc. The material presented has been derived from sources considered to be reliable, but the accuracy and completeness cannot be guaranteed.

Past performance does not guarantee future results. Opinions and forecasts are all subject to change at any time, based on market and other conditions, and should not be construed as a recommendation of any specific security. Investing in securities involves inherent risks, including the risk that you can lose the value of your investment. Any forecast, projection, or prediction of the market, the economy, economic trends, and fixed-income markets are based upon current opinion as of the date of issue, and are also subject to change. Opinions and data presented are not necessarily indicative of future events or expected performance. Meeder Public Funds, Inc. cannot and does not claim to be able to accurately predict the future investment performance of any individual security or of any asset class. There is no assurance that the investment process will consistently lead to successful results. The investment return and principal value of an investment will fluctuate, thus an investor's shares, or units, when redeemed, may be worth more or less than their original cost.



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

ORDINANCE REQUEST

DATE: **December 9, 2019**

TO: **Andrew Bowsher, Development Director**
Parks and Recreation Committee

RE: **Annexation Acceptance of 1676 Lancaster Avenue**

Approval:

Completed Brad McCloud	Completed Jed Hood	Stephen Cicak
---------------------------	-----------------------	---------------

Emergency/Suspension: Emergency

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

This legislation is an emergency in order to meet the timeline set by the ORC for annexations.

Council has already approved the ordinance designating services provided to this location. The petition and annexation request has been approve by the Franklin County Commissioners.

**AN ORDINANCE CONSENTING TO THE ANNEXATION OF CERTAIN REAL
PROPERTY LOCATED AT 1676 LANCASTER AVENUE IN TRURO TOWNSHIP,
OWNED BY RICHARD E. AND DOROTHY L. BARTH, AND DECLARING AN
EMERGENCY**

WHEREAS, Richard and Dorothy Barth (the "Property Owners"), are the owners of approximately 0.9 acres of located at 1676 Lancaster Avenue, being more fully described in Exhibit "A" of the Petition for Expedited Type II Annexation (the "Annexation Petition") attached hereto and incorporated herein (collectively, the "Property"); and

Clerk of Council

Mollie Prasher

7232 East Main Street

Reynoldsburg OH 43068

614-322-6836 Phone

WHEREAS, the proposed annexation to the City of Reynoldsburg, as applied for in the annexation petition approved by the Board of County Commissioners on October 22, 2019, is hereby accepted; and

WHEREAS, the Property is located outside of the corporate limits of any municipality, but is adjacent and contiguous to the corporate limits of the City of Reynoldsburg (“City”); and

WHEREAS, the Property Owners desire to obtain sanitary sewer and water services from the City, and the City desires to provide such services; and

WHEREAS, the Property Owners desire to obtain the zoning necessary to support the existing residential use of the Property; and

WHEREAS, the Property Owners desire to annex the Property into the City in order to obtain municipal services including sanitary sewer and water services; and

WHEREAS, the City desires to annex the Property in order to serve and to assist in the development of the Property for the benefit of its citizens and residents; and

WHEREAS, the City, after due and careful consideration, has concluded that the annexation, zoning, development, and use of the Property as contemplated by the Annexation Petition is consistent with the City’s plans and goals for the future development of Reynoldsburg and accordingly is in the best interests of the citizens and residents of the City.

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

Section 1: The City of Reynoldsburg hereby consents to the proposed annexation, and will make available sanitary and water services upon annexation in accordance with the Reynoldsburg Codified Ordinances and existing administrative regulations.

Section 2: Once the Property is annexed and becomes subject to City of Reynoldsburg zoning ordinances, and if the City of Reynoldsburg zoning ordinances permit uses on the Property that are determined by the City to be clearly incompatible with the uses permitted under current Truro Township zoning regulations applicable to adjacent land remaining within Truro Township, the City of Reynoldsburg will require, in the zoning ordinance permitting the incompatible uses, the owner of the annexed

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

Property to provide a buffer separating the use of the annexed Property and any adjacent land remaining within Truro Township.

Section 3: This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the health and safety of the residents of the City of Reynoldsburg, and further that there is a submission deadline; wherefore, upon adoption by Council this Ordinance shall be in effect immediately upon the signature of the Mayor.

Resolution No. 0740-19

October 22, 2019

Review of petition to annex 0.9 +/- acres from Truro Township to the City of Reynoldsburg Case #ANX-21-19 (ECONOMIC DEVELOPMENT & PLANNING)

WHEREAS, the Commissioners of Franklin County, State of Ohio, proceeded to journalize the petition, filed by Richard E. Barth, on September 17, 2019, and solicited to and/or been heard by all persons desiring to be reviewed for or against the granting of the Expedited Type 2 petition, and having considered all the facts with reference thereto, being fully advised, and

WHEREAS, the Commissioners make the following findings based upon the exhibits and testimony presented at the review of this matter:

1. The petition does meet all the requirements set forth in, and was filed in the manner provided in, section 709.021 of the Revised Code.
2. The persons who signed the petition are owners of the real estate located in the territory proposed for annexation and constitute all of the owners of real estate in that territory.
3. The territory proposed for annexation does not exceed five hundred acres.
4. The territory proposed for annexation shares a contiguous boundary with the municipal corporation to which annexation is proposed for a continuous length of at least five percent of the perimeter of the territory proposed for annexation.
5. The annexation will not create an unincorporated area of the township that is completely surrounded by the territory proposed for annexation.
6. The municipal corporation to which annexation is proposed has passed Resolution No. 99-19 agreeing to provide to the territory proposed for annexation certain services and adopting a statement regarding possible incompatible land uses and zoning buffer. The resolution was passed by the City of Reynoldsburg on September 23, 2019.

Resolution No. 0740-19

October 22, 2019

Review of petition to annex 0.9 +/- acres from Truro Township to the City of Reynoldsburg Case #ANX-21-19 (ECONOMIC DEVELOPMENT & PLANNING)

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, OHIO:

That, in accordance with the findings made in the preamble, which are incorporated herein, the prayer of the Petition be *approved*, and the territory sought to be annexed by the petition filed herein *shall* be annexed to the City of Reynoldsburg, in accordance with the law; that the orders and proceedings of this board relating to the Petition, and map and description attached thereto, and all papers on file relating to this matter be delivered forthwith to the Clerk of Council, City of Reynoldsburg, Ohio.

Prepared by: Matt Brown

C: Economic Development & Planning Department

Attachment: Annexation of 1676 Lancaster Avenue (Annexation of 1676 Lancaster Avenue)

SIGNATURE SHEET FOLLOWS

SIGNATURE SHEET

Resolution No. 740-19

October 22, 2019

REVIEW OF PETITION TO ANNEX 0.9 +/- ACRES FROM TRURO TOWNSHIP TO THE CITY OF REYNOLDSBURG CASE #ANX-21-19**(EDP - Economic Development and Planning)**

Upon the motion of Commissioner Kevin L. Boyce, seconded by
Commissioner John O'Grady:

Voting:

Marilyn Brown, President
John O'Grady
Kevin L. Boyce

Absent
Aye
Aye

Board of County Commissioners
Franklin County, Ohio

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Franklin County, Ohio on the date noted above.



Dean Hindenlang, Clerk
Board of County Commissioners
Franklin County, Ohio



RESOLUTION SUMMARY

Review of petition to annex 0.9 +/- acres from Truro Township to the City of Reynoldsburg Case #ANX-21-19

Description:

Attached is a resolution to consider an Expedited Type 2 annexation of 0.9-acres, more or less, from Truro Township to the City of Reynoldsburg. The petition case number is ANX-21-19.

Owner:

Richard E. and Dorothy L. Barth

Agent:

Richard E. Barth

Site:

1676 Lancaster Avenue (PID# 263-000832)

Additional Information:

The total perimeter of the site is approximately 922 feet; approximately 922 feet, or 100 percent, of which is contiguous to the City of Reynoldsburg.

Analysis:

The applicant has met all statutory requirements outlined in Section 709.021 of the Ohio Revised Code. The applicant has provided proof of notification, and timeline and has provided a Resolution from the City of Reynoldsburg identifying the services that will be provided once the annexation has been approved and a statement regarding possible incompatible land uses and zoning buffer. Resolution No. 99-19 was passed by the City of Reynoldsburg on September 23, 2019.

Recommendation:

Pending any questions, staff would request your approval of this annexation.



Franklin County
Board of Commissioners

**ECONOMIC DEVELOPMENT
& PLANNING**

**MEMO
JOURNALIZATION**

TO: Dean Hindenlang, County Clerk
Franklin County Commissioners Office

FROM: Matthew Brown, Planning Administrator
Franklin County Economic Development & Planning Department

CC: James Schimmer, Director
Jenny Snapp, Assistant Director, Building, Planning and Zoning
Franklin County Economic Development & Planning Department

RE: Description of Expedited Type 2 annexation case to be
journalized on the **September 17, 2019** General Session
Agenda for consideration on **October 15, 2019.**

Case #ANX-21-19 - An Expedited Type 2 annexation petition ANX-21-19 was filed with the Franklin County Economic Development and Planning Department on September 11, 2019. The petition is requesting to annex 0.9 +/- acres from Truro Township to the City of Reynoldsburg. The petition will be considered by the Board of Commissioners on October 15, 2019.

Site: 1676 Lancaster Avenue (PID# 263-000832)

Attachment: Annexation of 1676 Lancaster Avenue (Annexation of 1676 Lancaster Avenue)



Franklin County
Board of Commissioners

ECONOMIC DEVELOPMENT & PLANNING

Economic Development & Planning Department
James Schlimmer, Director

Application for Annexation Petition

Expedited Type 2

Duration: 10 ORC 5709.025

RECEIVED

SEP 11 2019

Franklin County Planning Department
Franklin County, OH

Property Information

Site Address:

1676 LANCASTER AVE, Reynoldsburg

Parcel ID(s):

263-000832

Total Acreage:

0.9 ACRES

From Township:

TRURO

To Municipality:

Reynoldsburg

Property Owner Information *In the event of multiple owners, please attach separate sheet

Name:

RICHARD E. + DOROTHY L. BARTH

Address:

1676 LANCASTER AVE.
Reynoldsburg OH 43068

Phone #

614 866 0142

Fax #

Email:

Staff Use Only

Case # ANX-21-19

Hearing Date: 10/15/19

Date Filed: 9/11/19

Fee Paid: \$250.00

Receipt #:

Received By: Matt Brown

Notification Deadline (5 days):

9/16/19

Svc Statement Deadline (20 days):

10/11/19

Attorney/Authorized Agent Information

Name:

RICHARD E. BARTH

Address:

1676 LANCASTER AVE
Reynoldsburg OH 43068

Phone #

614 327 8162

Fax #

Email:

Document Submission

The following documents must
accompany this application on letter-sized
8 1/2" x 11" paper:

- ☒ Legal description of the property
- ☒ Fee Payment (checks only)
- ☒ Map/plot of property
- ☒ List of adjacent properties

Petitioners Signature

WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR THIS SPECIAL ANNEXATION PROCEDURE.

Richard E. Barth
Property Owner

9-11-19
Date

Dorothy L. Barth
Property Owner

9-11-19
Date

Attorney or Authorized Agent

Date

Attorney or Authorized Agent

Date

**PETITION FOR ANNEXATION
OF 0.9 ACRES MORE OR LESS
TO THE CITY OF REYNOLDSBURG, OHIO
FROM THE TOWNSHIP OF TRURO**



TO THE BOARD OF COUNTY COMMISSIONERS
OF FRANKLIN COUNTY, OHIO

The undersigned Petitioner in the premises, and being ALL of the OWNERS of real estate in the territory described, consisting of 0.9 acres, more or less in the Township of Truro which area is contiguous and adjacent to the City of Reynoldsburg, does hereby pray that said territory be annexed to the City of Reynoldsburg, according to the statutes of the State of Ohio.

A full and accurate description and a plat of said territory so prayed to be annexed are attached hereto and made part hereof. Attached is a list of the owners of property adjacent to the territory proposed for annexation or adjacent to a road that is adjacent to that territory and located directly across the road from that territory.

The need for sewer and water service is the reason for annexation.

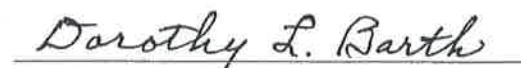
In support of said Petition, your Petitioners state that there is within the territory so prayed to be annexed, two owners of real estate.

I, Richard Barth, will act as agent for the undersigned Petitioners to make any amendment and/or deletion which in the owners absolute and complete discretion is necessary or proper under the circumstances then existing, and in particular to make such amendment in order to correct any discrepancy or mistake noted by the Franklin County Engineer in his examination of an amended plat and description to the Board of Commissioners on, before, or after the date set for hearing on this Petition.

**WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO
APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY
COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS
SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY
BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY
LAW FOR THIS SPECIAL ANNEXATION PROCEDURE.**


Richard E. Barth

Date: 9-11 —, 2019


Dorothy L. Barth

Date: 9-11 —, 2019

Attachment: Annexation of 1676 Lancaster Avenue (Annexation of 1676 Lancaster Avenue)

PROPOSED ANNEXATION OF 0.9± ACRES FROM: TRURO TOWNSHIP TO: CITY OF REYNOLDSBURG

SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN, TOWNSHIP OF TRURO, HALF SECTION 29,
SECTION 18, TOWNSHIP 18, RANGE 20, REFUGEE LANDS.

LEGEND

EXISTING CITY OF REYNOLDSBURG CORP. LINE

PROPOSED CITY OF REYNOLDSBURG CORP. LINE

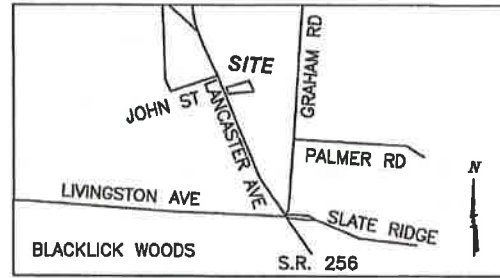
AREA TO
BE ANNEXED



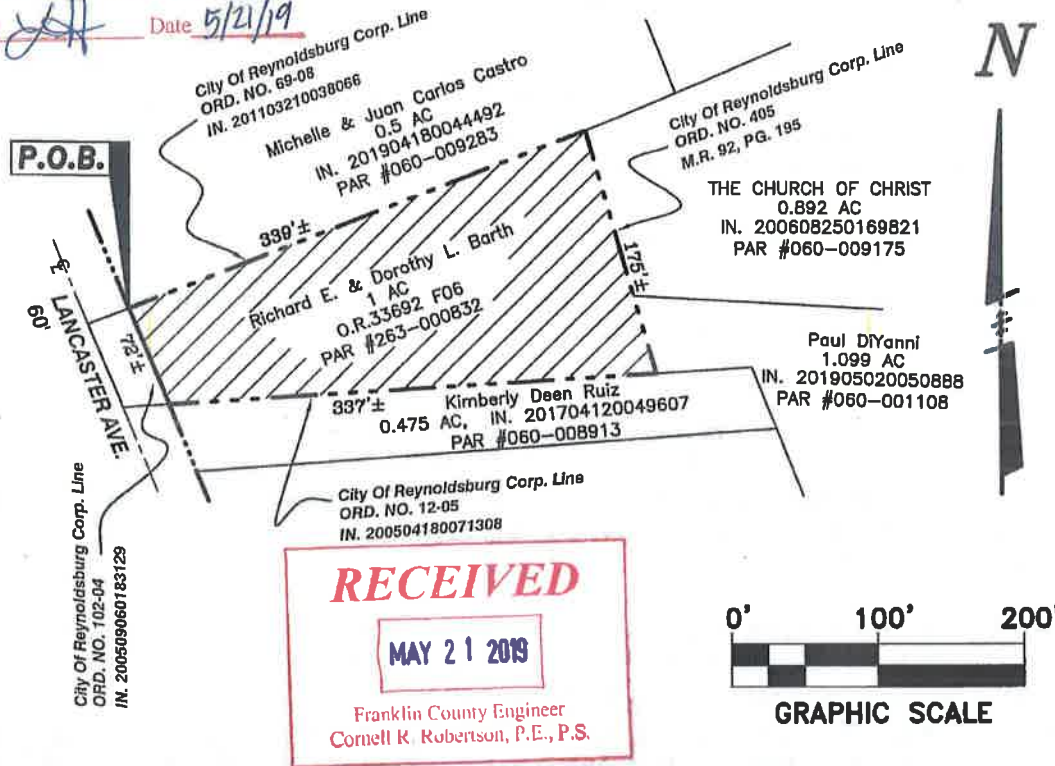
**ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE**

**CORNELL R. ROBERTSON, P.E., P.S.
FRANKLIN COUNTY ENGINEER**

By [Signature] Date 5/21/19



LOCATION MAP
NO SCALE



THIS EXHIBIT WAS PREPARED FROM RECORD INFORMATION FROM THE FRANKLIN COUNTY ENGINEER,
RECORDER AND AUDITOR, AND IS NOT INTENDED FOR THE TRANSFER OF REAL PROPERTY.

THE TOTAL PERIMETER OF THE ANNEXATION AREA IS 922 FEET, OF WHICH 922 FEET IS
CONTIGUOUS WITH THE CITY OF REYNOLDSBURG, GIVING 100% CONTIGUITY.

PREPARED BY:

SITE ENGINEERING, INC.
7453 EAST MAIN STREET
REYNOLDSBURG, OHIO 43068
PHONE: (614) 759-9900

Mark A. Hazel, P.S. 5-10-19
Professional Surveyor #7039



FILE #4040

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ANX-21-19
Franklin County Planning Department
Franklin County, OH

Attachment: Annexation of 1676 Lancaster Avenue (Annexation of 1676 Lancaster Avenue)

SITE ENGINEERING

— Incorporated —
Civil Engineers & Surveyors

7453 East Main Street
Reynoldsburg, OH 43068
phone: 614-759-9900
fax: 614-759-9902
email: siteeng@ameritech.net

ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE

CORNELL R. ROBERTSON, P.E., P.S. PROPOSED ANNEXATION OF 0.9+/- ACRES
FRANKLIN COUNTY ENGINEER FROM: TRURO TOWNSHIP
y Jeff Date 5/21/19 TO: CITY OF REYNOLDSBURG

Situated in the State of Ohio, County of Franklin, Township of Truro, Half Section 29, Section 18, Township 16, Range 20, Refugee Lands, being 0.9 acres of land, more or less, and being all of that 1 acre tract described in a deed to Richard E. Barth and Dorothy L. Barth (Auditor's Tax Parcel Number 263-000832) of record in Official Record 33692 F06 (all references are to the records in the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

BEGINNING, at the intersection of the easterly right-of-way line of Lancaster Road with the northerly line of said 1 acre tract, the southerly line of that 0.5 acre tract described in a deed to Michelle & Juan Carlos Castro of record in Instrument 201904180044492, being in the existing City of Reynoldsburg Corporation Line, as established in Ordinance Number 102-04, and recorded in Instrument 200509060183129 and an angle point in the existing City of Reynoldsburg Corporation Line, as established in Ordinance Number 69-08, and recorded in Instrument 201103210038066;

Thence in a easterly direction, a distance of approximately 339 feet, along the northerly line of said 1 acre tract and southerly line of said 0.5 acre tract, and being along said existing City of Reynoldsburg Corporation Line, (Ord. 69-08) to the northeasterly corner of said 1 acre tract, being at an angle point in the existing City of Reynoldsburg Corporation Line, as established in Ordinance Number 405, and recorded in Misc. Record 92, Page 195;

Thence in a southerly direction, a distance of approximately 175 feet, along the easterly line of said 1 acre tract, a westerly line of that 0.892 acre tract described in a deed to The Church Of Chris of record in Instrument 200608250169821 and a westerly line of that 1.099 acre tract described in a deed to Paul DiYanni of record in Instrument 201905020050888 and along said existing City of Reynoldsburg Corporation Line, (Ord. 405) to a point on the northerly line of that 0.475 acre tract described in a deed to Kimberly Deen Ruiz of record in Instrument 201704120049607;

Thence in a westerly direction, a distance of approximately 337 feet, along the southerly line of said 1 acre tract and the northerly line of said 0.475 acre tract, being an existing City of Reynoldsburg Corporation Line as established by Ordinance Number 12-05, and recorded in Instrument 200504180071308 to the easterly right-of-way line of said Lancaster Avenue;

Thence in an northerly direction, a distance of approximately 72 feet, along the easterly right-of-way line of said Lancaster Avenue, and being along said existing City of Reynoldsburg Corporation Line, (Ord. 102-04) to the Point of Beginning, containing 0.9 acres of land, more or less.

The above description was prepared in the office of Site Engineering, Inc. 7453 East Main Street Reynoldsburg, Ohio 43068, by Mark A. Hazel, P.S. #7039 in April 2019, from the best available County Records. This information was not derived from an actual field survey. The above description is not valid for the transfer of real property, and is not to be utilized in place of a Boundary Survey as defined by the Ohio Administrative Code in Chapter 4733-37.

SITE ENGINEERING, INC.

By Mark A. Hazel, P.S.
Mark A. Hazel
Professional Surveyor No. 7039

5-10-19
Date



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Franklin County Engineer
Cornell R. Robertson, P.E., P.S.

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Franklin County Planning Department
Franklin County, OH

Attachment: Annexation of 1676 Lancaster Avenue (Annexation of 1676 Lancaster Avenue)

RESOLUTION NO. 99-19**A RESOLUTION STATING WHAT SERVICES THE CITY OF REYNOLDSBURG
WILL PROVIDE TO THE PROPOSED ANNEXATION OF PROPERTY ALONG
LANCASTER ROAD, AND DECLARING AN EMERGENCY**

WHEREAS, Richard E. and Dorothy L. Barth are the owners of approximately 0.9 acres of land located at 1676 Lancaster Road and are requesting annexation into the City of Reynoldsburg; and

WHEREAS, Ohio Revised Code §709.03(D) requires that a municipal corporation shall, by ordinance or resolution, adopt a statement indicating what services, if any, the municipal corporation will provide to the territory sought to be annexed and an approximate date by which it will provide them; and

WHEREAS, the Council of the City of Reynoldsburg finds that the general good of the territory sought to be annexed will be served by its annexation to the City of Reynoldsburg and that the territory is not unreasonably large to be annexed; and

WHEREAS, the Council for the City of Reynoldsburg has determined that the property encompassed within the annexation petition can easily become and be made a part of the community of the City of Reynoldsburg, and that said annexation at the earliest possible date is in the best interest of the City of Reynoldsburg.

**NOW, THEREFORE, BE IT RESOLVED BY COUNCIL OF THE CITY OF
REYNOLDSBURG, COUNTY OF FRANKLIN, STATE OF OHIO, THAT:**

Section 1. The City of Reynoldsburg will provide to the territory sought to be annexed all services that are currently available to the remainder of the City, specifically including the following:

- A. The services of a full-time administrative staff including the City Attorney, City Auditor Utility Clerks, Clerk of Court, and Income Tax Commissioner.
- B. The services of a full-time Building Department, who performs technical and professional work related to the development and implementation of land use policies and is responsible for enforcing zoning regulations by issuing zoning permits and certificates of occupancy for new construction, additions, exterior modifications, demolitions, excavations, home occupations, signs in the City, and zoning inspections.
- C. The services of a full-time Reynoldsburg Police Department including road and traffic patrol, radar details, complaint investigations, accident investigations, and incident investigations with a response time of approximately five minutes.

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Franklin County Planning Department
Franklin County, OH

ANX-21-19

- D. Fire and emergency medical services will not change upon annexation and will continue to be provided through the Truro Township Fire Department, which currently services the territory with fire protection and emergency medical services.
- E. The services of the City's Service Department including roadway maintenance and repairs, mowing of public rights-of-way, snow plowing, and sign and guardrail maintenance.
- F. The City has also franchised with a private refuse hauler that provides refuse and recycling pick-up billed on the water/sewer bills. Refuse services are currently provided by Rumpke of Ohio, Inc.
- G. In addition, the properties included in the annexation territory will be enhanced due to the following Village amenities:
 - 1. The following parks and public facilities:
 - a. Parks – JFK Park, Old Rodebaugh Park, New Rodebaugh Park, Civic Park, Huber Park, Pine Quarry Park and Livingston Garden
 - b. The Livingston House and Park
 - c. Reynoldsburg Senior Center
 - d. Reynoldsburg Community Center

Section 2. Wastewater collection and treatment and water treatment and distribution. The City has the capacity and will be able to provide services at such time as lines are extended into the territory. The extension of water and sewer lines may be subject to special assessments or other public financing alternatives for the financing of the construction of the water and sewer mains. The City's services are as follows:

- A. A 16" water main extension serves this property. The water main runs parallel with Lancaster Avenue.
- B. A 8" sanitary sewer line serves this property. The sanitary sewer line runs parallel with Lancaster Avenue.

Section 3. Except where noted, the services listed above will be provided to the territory immediately upon the effective date of the annexation. Nothing in this Resolution shall preclude the City from providing additional services as needed and as available.

Section 4. In the event the property is annexed and becomes subject to the City of Reynoldsburg zoning and city permit uses, if the City determines there are clearly incompatible uses permitted under Franklin County regulations in effect at the time of the filing of the petition, then the City of Reynoldsburg will require the owner or owners of the annexed territory to provide a buffer separating the use of the annexed territory and the adjacent land remaining within Franklin County. The term "buffer" includes open space,

landscaping, fences, walls and other structured elements such as streets, street rights-of-way, bicycle trails, pedestrian pathways, and sidewalks.

Section 5. The Clerk of Council of the City of Reynoldsburg is hereby directed to forward a certified copy of this Resolution to the Board of County Commissioners of Franklin County

Section 6. That this ordinance is deemed to be an emergency measure necessary for the financial needs of the City's government; wherefore upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor.

Passed this 23rd day of September, 2019.


Doug Joseph, President of Council

ATTEST: 
Mollie Prasher, Clerk of Council

APPROVED: 
Bradley L. McCloud, Mayor

DATE 9/25/19

On behalf of the state of Ohio, Franklin County, City of Reynoldsburg,
I, Mollie Prasher, duly qualified Clerk of Council for the City of Reynoldsburg,
do hereby certify that the foregoing copy are of originals, now on file,
have been certified by me, and the same are a true and correct copies.
WITNESS by my signature, this 23rd day of September, 2019.


Mollie Prasher, Clerk of Council
City of Reynoldsburg

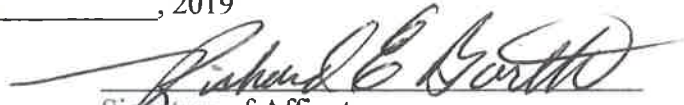
Attachment: Annexation of 1676 Lancaster Avenue (Annexation of 1676 Lancaster Avenue)

**AFFIDAVIT OF RECEIPT
OF
ANNEXATION DOCUMENTATION
FOR THE PROPERTY OF:
RICHARD E. AND DOROTHY L. BARTH
PARCEL ID 263-000832**

**State of Ohio
County of Franklin**

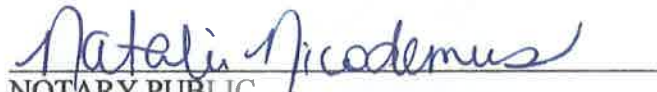
I, Richard Barth presented Annexation documentation for 1676 Lancaster Avenue, Reynoldsburg, Ohio 43068, to the Truro Township Trustees.

DATED this the 11 day of SEPT., 2019


Signature of Affiant


Signature of Truro Township

SWORN to subscribed before me, this 11th day SEPTEMBER, 2019


NOTARY PUBLIC

My Commission Expires:

January 24, 2022



Natalie Nicodemus
Notary Public, State of Ohio
Commission Expires January 24, 2022

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Franklin County Planning Department
Franklin County, OH

ANX-21-19

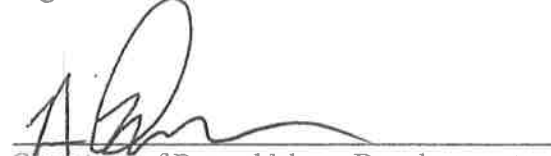
**AFFIDAVIT OF RECEIPT
OF
ANNEXATION DOCUMENTATION
FOR THE PROPERTY OF:
RICHARD E. AND DOROTHY L. BARTH
PARCEL ID 263-000832**

State of Ohio
County of Franklin

I, Richard Barth presented Annexation documentation for 1676 Lancaster Avenue, Reynoldsburg, Ohio 43068, to the City of Reynoldsburg Development Department.

DATED this the 11 day of Sept., 2019


Signature of Affiant


Signature of Reynoldsburg Development
Department

SWORN to subscribed before me, this 11 day September, 2019



KALLE L. WILLIAMS
NOTARY PUBLIC - OHIO
FRANKLIN COUNTY
MY COMMISSION EXPIRES 05/13/2023

My Commission Expires:

5/13/23

Attachment: Annexation of 1676 Lancaster Avenue (Annexation of 1676 Lancaster Avenue)

Human Resources Dept.**Sandra Boller****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6868 Phone****ORDINANCE REQUEST****DATE: December 9, 2019****TO: Finance and Administration Committee****RE: Installation of Equipment to Enhance City Communications**

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
---------------------------	-----------------------	----------------------------

Emergency/Suspension: Emergency

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

Authorization for the Mayor to enter into a contract with Sphere, LLC. 7708 Green Meadows Drive, Suite E, Lewis Center OH 43035 for installing of equipment on the Verizon Cell Tower, and waive the competitive bidding process as Verizon requires the use of only select contractors and declaring it an emergency.

The is an emergency for the financial needs of the City's government to have this done while weather permits and funding is available.

AN ORDINANCE TO AUTHORIZE TO ENTER INTO A CONTRACT WITH SPHERE, LLC FOR THE INSTALLATION OF DIGITAL COMMUNICATION ON THE VERIZON CELL TOWER, WAIVE THE BIDDING PROCESS, AND DECLARING AN EMERGENCY

WHEREAS, the City of Reynoldsburg has a number of City owned facilities that require the need for clear and effective communication ; and

WHEREAS, currently the electronic/digital communication systems from facility to facility

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

are weak or non-existent; and

WHEREAS, in order to facilitate effective electronic communication, the City has an opportunity to install a microwave dish on a Verizon tower near the community center at no reoccurring cost; and

WHEREAS, the City must use an approved Verizon installer and pay any costs associated with such installation of \$29,750.00.

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

SECTION 1. That the Mayor be and is hereby authorized to execute a contract with Sphere, LLC for the installation of a microwave dish on the Verizon tower to improve and enhance electronic communication between various City facilities.

SECTION 2. That the cost of said project is \$29,750.00 with funds appropriated from account 110.584.5361 Computer Maintenance.

SECTION 3. That Council hereby waive the competitive bidding process as Verizon requires the use of only select contractors and authorize the Mayor to sign a contract Sphere, LLC.

SECTION 4. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City's government, and further to allow the installation in a timely manner; wherefore upon adoption by Council this Ordinance shall be in effect immediately upon signature by the Mayor.



City of Reynoldsburg
November 12, 2019
Quote Tower Install
Attn: Joe Taggart

Joe,

The following is our quote to provide tower services for the microwave dish install.

Scope Inclusions:

1. Includes Mobilization to site
2. Supply and install tower mount as specified by structural analysis.
 - a. Tower mount – Site Pro (UGLM4)
 - b. (4) – 2 3/8" mast pipes for dish mounting
3. Install microwave equipment **supplied by** City of Reynoldsburg.
 - a. Azimuth of each dish to be set using 3z GPS alignment tool
4. Supply and install tower banding for cabling support to the base of the tower
 - a. All tower installation material to be supplied by Sphere
5. Supply and install 1' ice bridge to base cabinet
 - a. Install proper grounding to existing tower grounding system
6. Supply and install 24"x24"x 10" NEMA 3R enclosure for PoE equipment
 - a. Enclosure to be installed on H frame between ice bridge posts
7. Furnish & install (1) 120V, 20 amp circuit for Verizon at H-frame
8. Provide close out documents as required by Verizon

Material:	\$ 4,750.00
Labor:	\$25,000.00
Project Total:	\$29,750.00

Exclusions:

- Engineering drawings

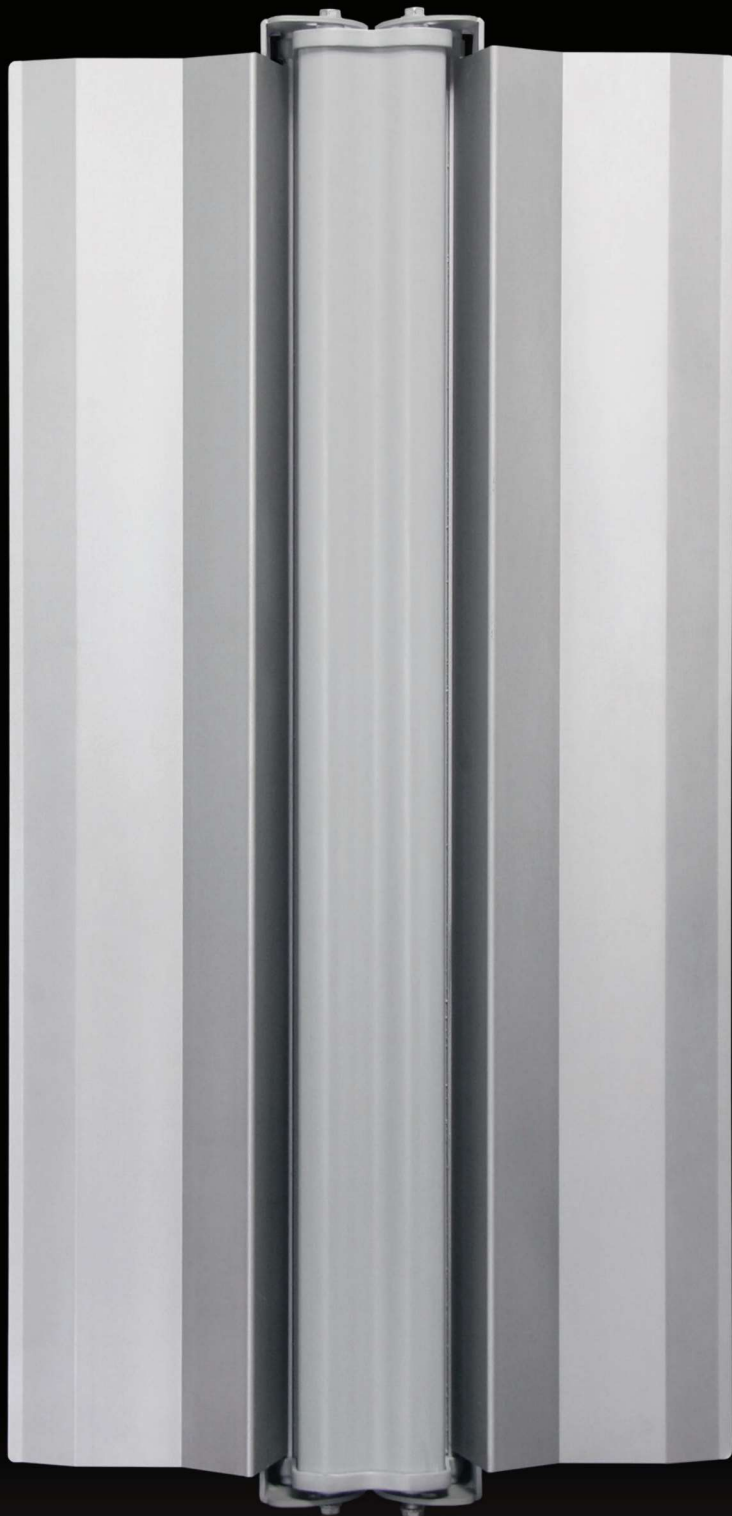
If you have any questions regarding any of the above items, please contact our office.

William Russmann - Sphere LLC

7708 Green Meadows Drive (Suite E)
 Lewis Center, OH 43035
 740-548-4978 (Office)
 800-364-6038 (Fax)
wrussmann@spherellc.com

Sphere LLC FED ID – 31 1758916

Attachment: Sphere Quote Tower install (Contract with Sphere, LLC for Verizon Tower)



airMAX™ TITANIUM SECTOR

Advanced RF Isolation Variable Beamwidth Antenna

Models: AM-V2G-Ti, AM-V5G-Ti, AM-M-V5G-Ti

Carrier-Class 2x2 MIMO PtMP BaseStation

Adjustable Beamwidth Configuration

Reduced Co-Location Interference



9.b.b

Attachment: AirMax Titanium Sector data sheet (Contract with Sphere, LLC for Verizon Tower)



airMAX™ TITANIUM SECTOR

Advanced Carrier-Class PtMP Basestation Antenna

Introducing the airMAX Titanium Sector, which continues the evolution of Ubiquiti's best-in-class sector antennas. Advanced RF isolation and variable beamwidth configuration put the Titanium Sector at the forefront of sector antenna technology.

Reduced Co-Location Interference

Drawing on Ubiquiti's depth of electrical and mechanical engineering expertise, Ubiquiti has developed the airMAX Titanium Sector to be highly resistant to noise interference in co-location deployments.

Adjustable Beamwidth Configuration

Having adjustable beamwidth options enhances scalability and streamlines inventory. The airMAX Titanium Sector may be custom configured for any deployment requiring a 60°, 90°, or 120° sector.

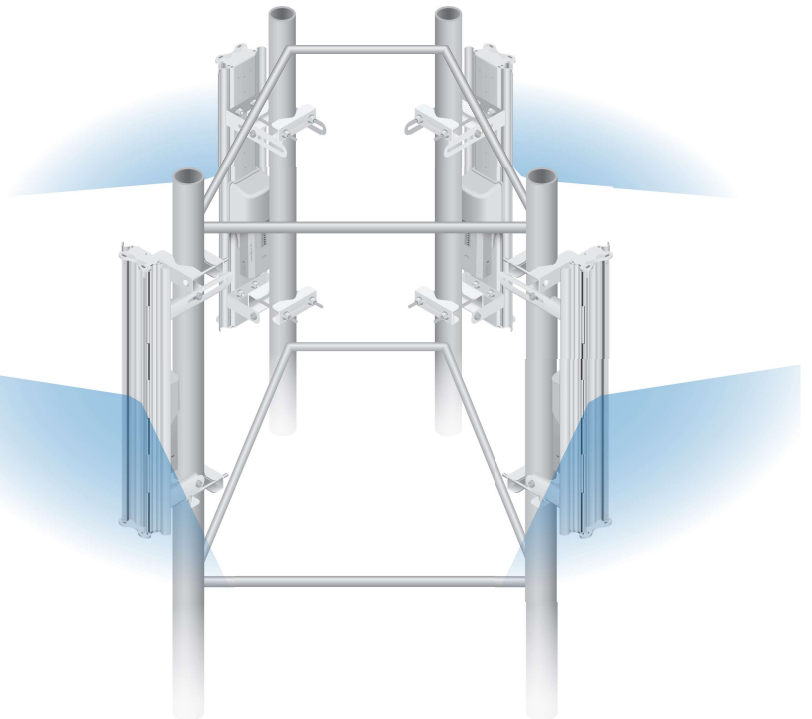
Antenna gain changes according to the configured beamwidth.

Model	60°	90°	120°
AM-V2G-Ti	17 dBi	16 dBi	15 dBi
AM-V5G-Ti	21 dBi	20 dBi	19 dBi
AM-M-V5G-Ti	17 dBi	16 dBi	15 dBi

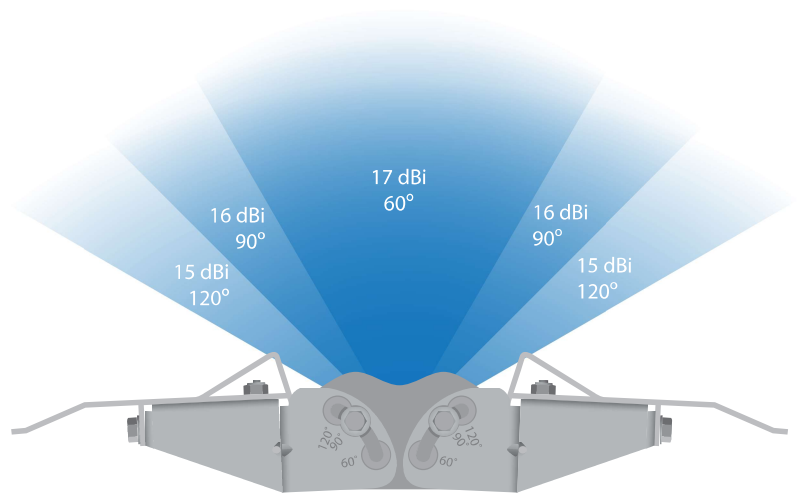
Increased Performance

The airMAX Titanium Sector was specifically engineered for optimal performance when paired with a Rocket™M Titanium.

- 20% increase in performance with PtMP networks
- Up to 90% performance improvement in a co-location environment
- Increased durability in harsh weather



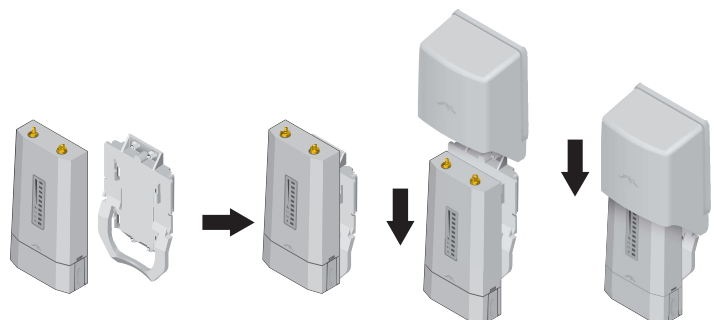
Ideal for Co-Location Deployments



AM-V2G-Ti Adjustable Beamwidth

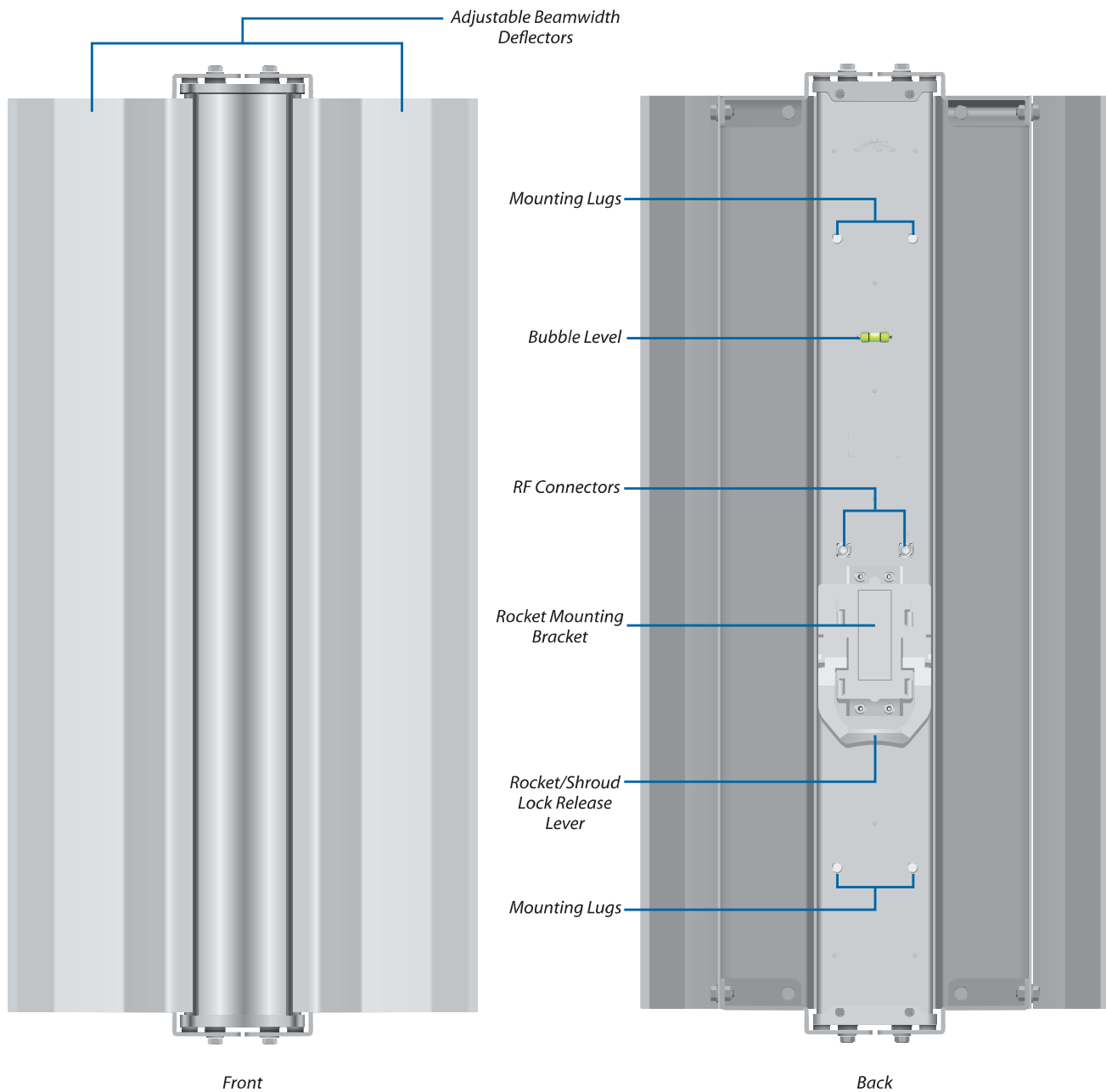
Easily Mount and Protect Your Rocket

The Titanium Sector has an integrated Rocket mount that allows you to mount the Rocket without the use of any tools. The custom-designed Protective Shroud helps to shield your Rocket from the elements.



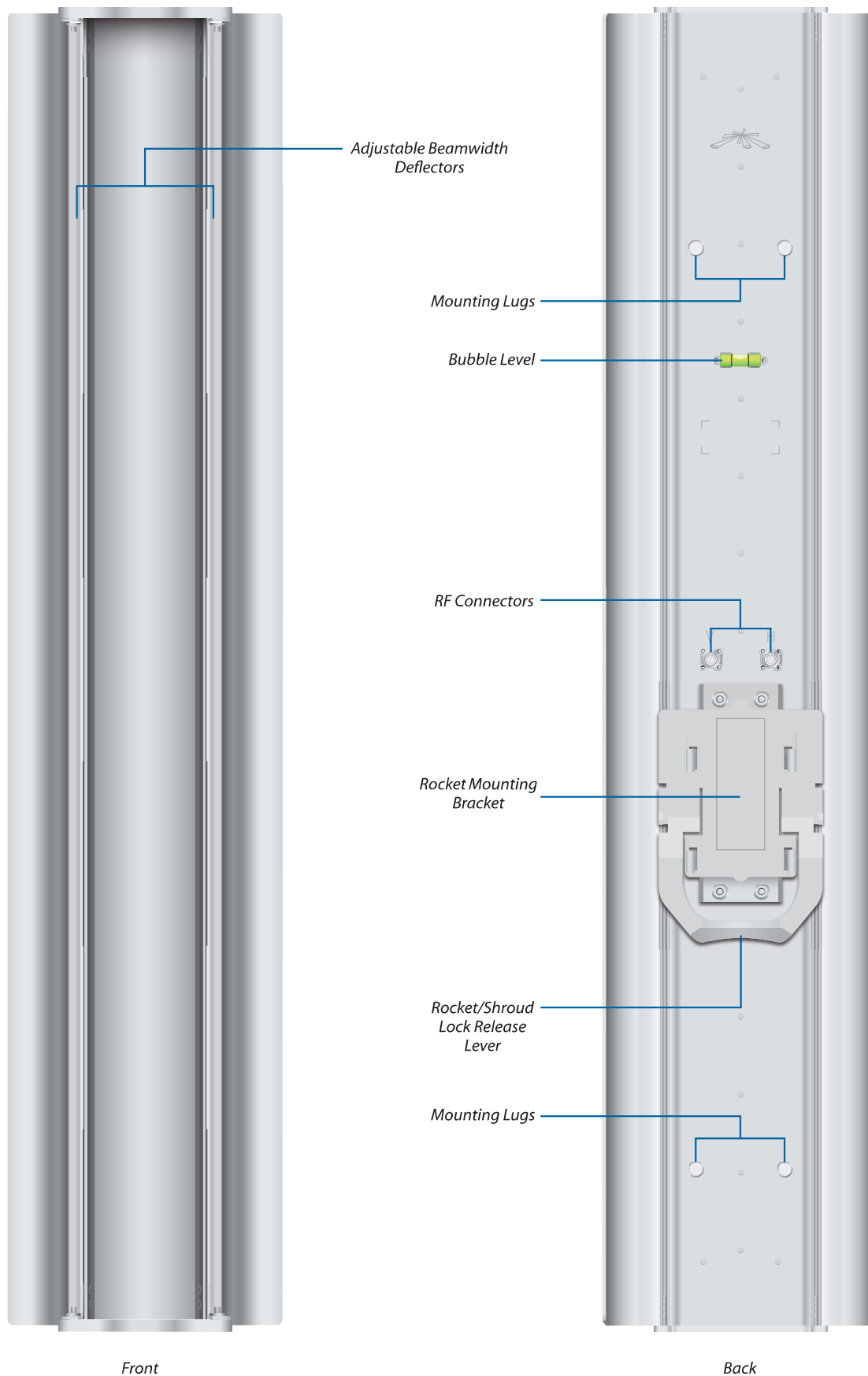
Overview

Model: AM-V2G-Ti



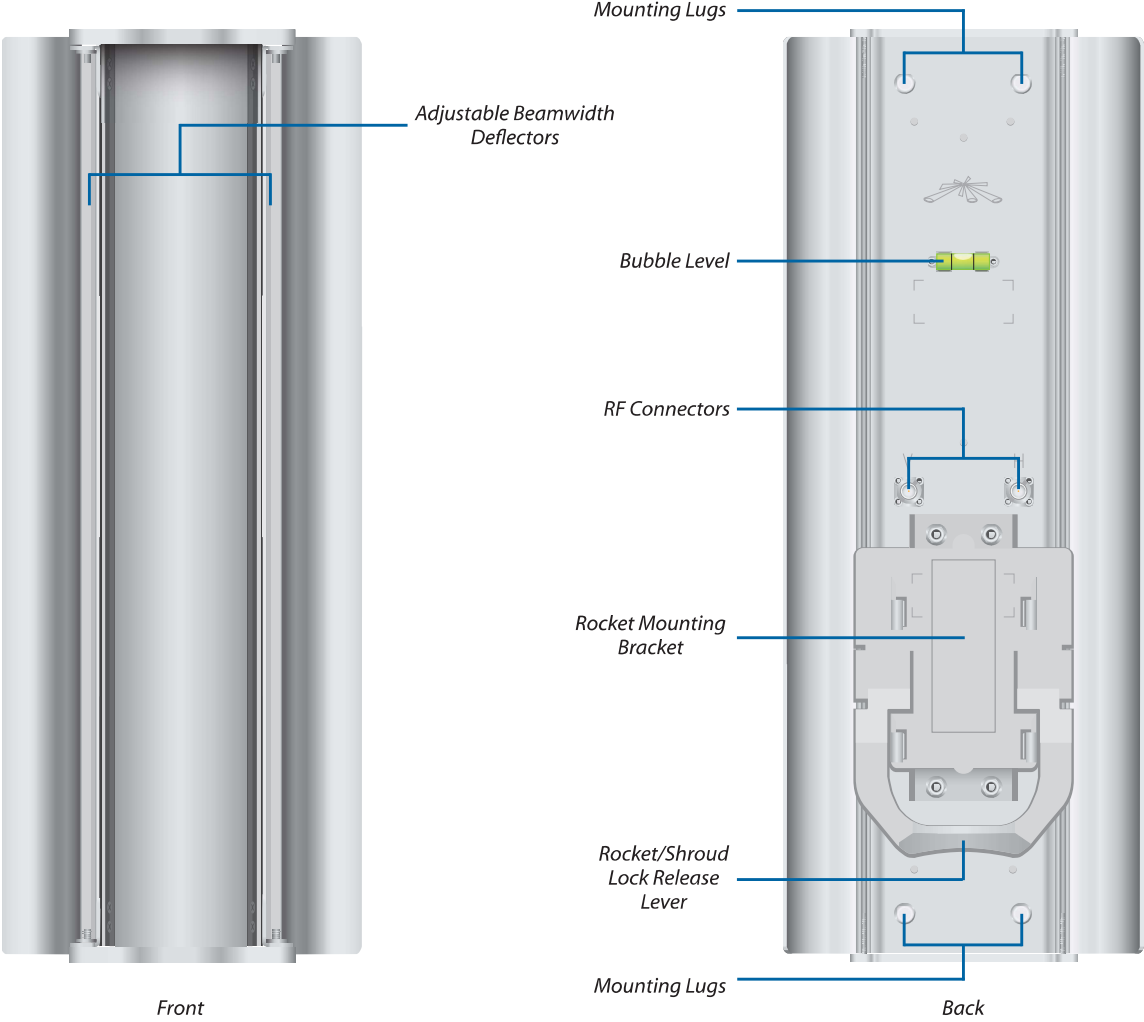
Model: AM-V5G-Ti

9.b.b



Attachment: AirMax Titanium Sector data sheet (Contract with Sphere, LLC for Verizon Tower)

Model: AM-M-V5G-Ti



Attachment: AirMax Titanium Sector data sheet (Contract with Sphere, LLC for Verizon Tower)

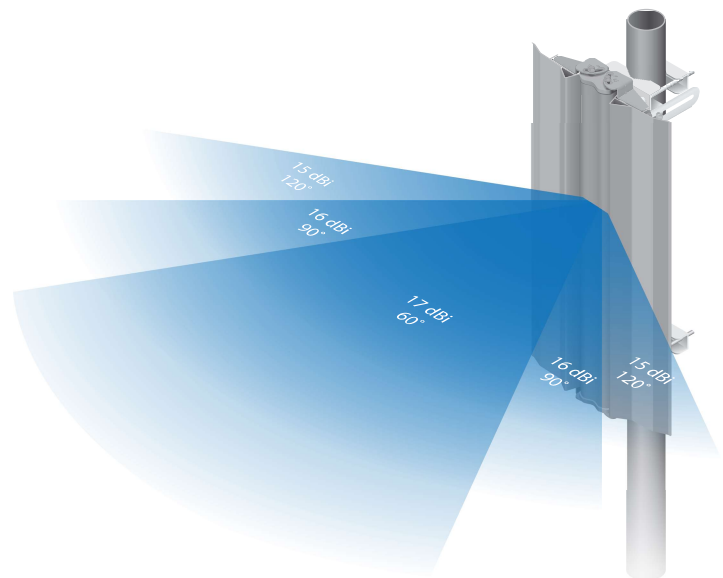
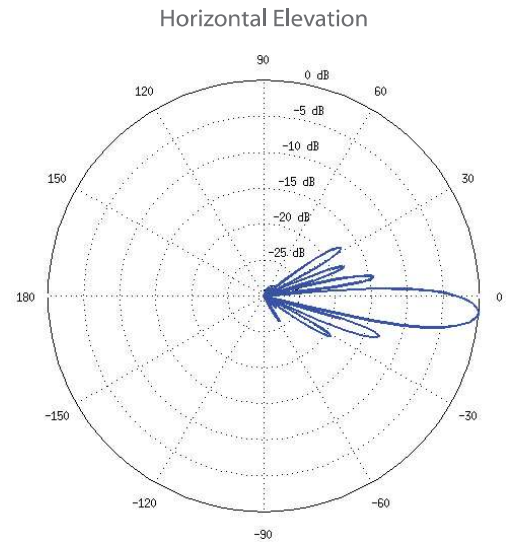
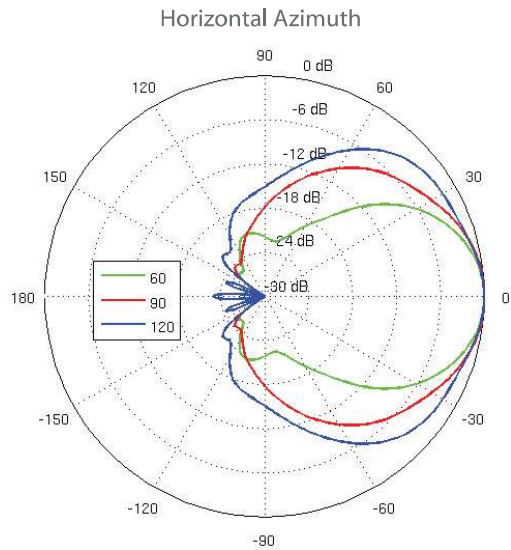
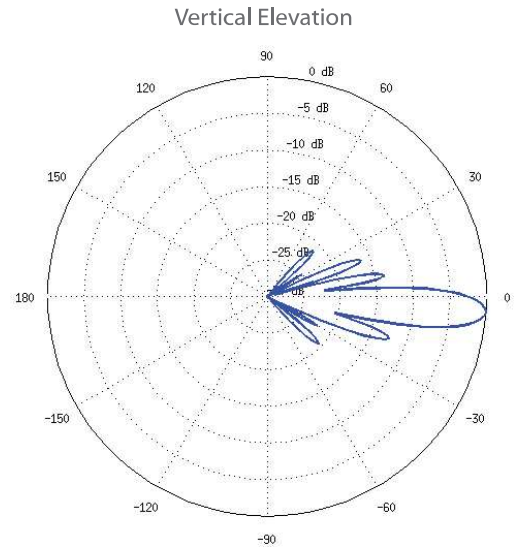
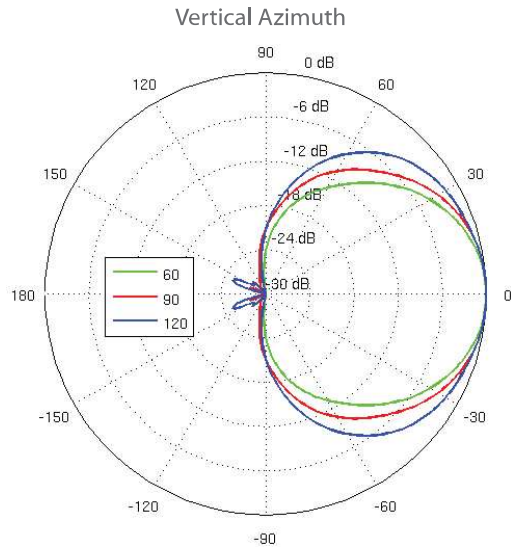
Specifications

Model: AM-V2G-Ti	
Dimensions	773 x 372 x 120 mm
Weight	6.40 kg (with Brackets)
Frequency Range	2.3 - 2.6 GHz
Beamwidth Angles	60°/ 90°/ 120°
Gain (Beamwidth Dependent)	17 dBi @ 60° 16 dBi @ 90° 15 dBi @ 120°
Elevation Beamwidth	4°
Electrical Downtilt	4°
Wind Survivability	125 mph
Wind Loading	92 lbs @ 100 mph
Polarization	Dual Linear
Cross-Pol Isolation	25 dB Typical
Front-to-Back Ratio	30 dB Typical
Max. VSWR	1.5:1
RF Connectors	2 RP-SMA Connectors (Weatherproof)
Compatible Radios	RocketM2 Titanium RocketM2
Mounting	Pole Mount (Kit Included)
ETSI Specification	EN 302 326 DN2
Certifications	CE, FCC, IC

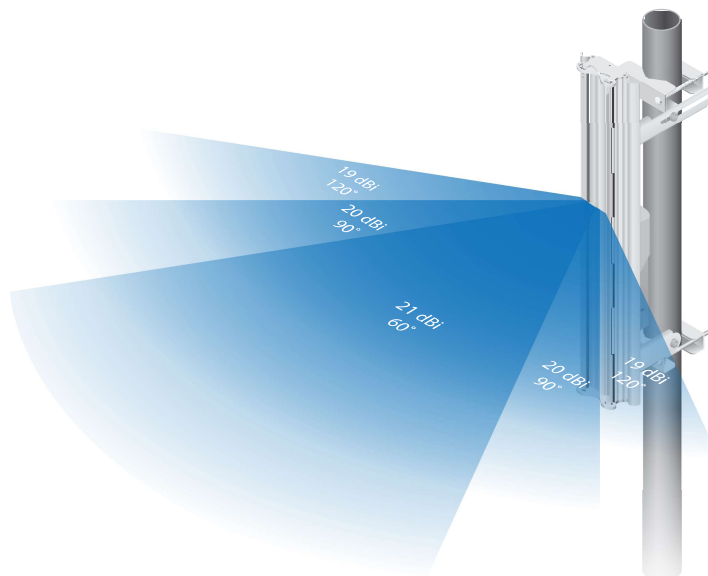
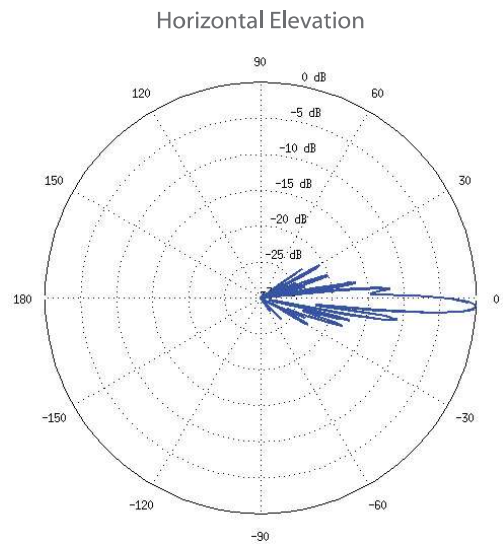
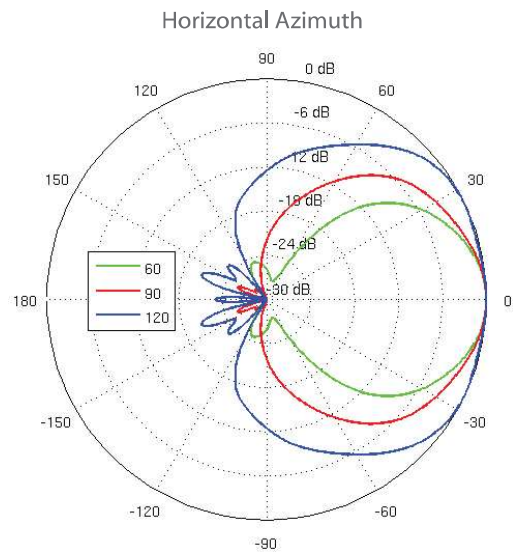
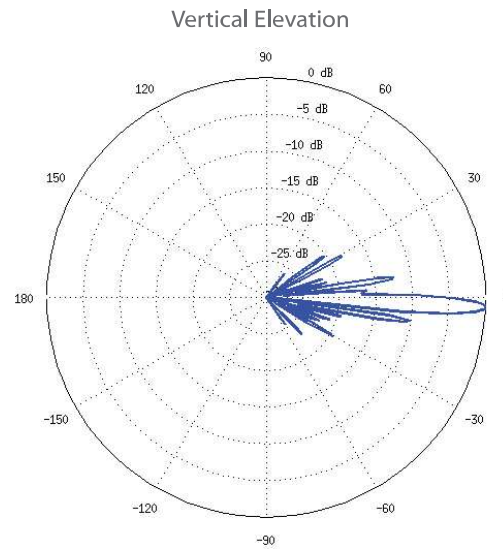
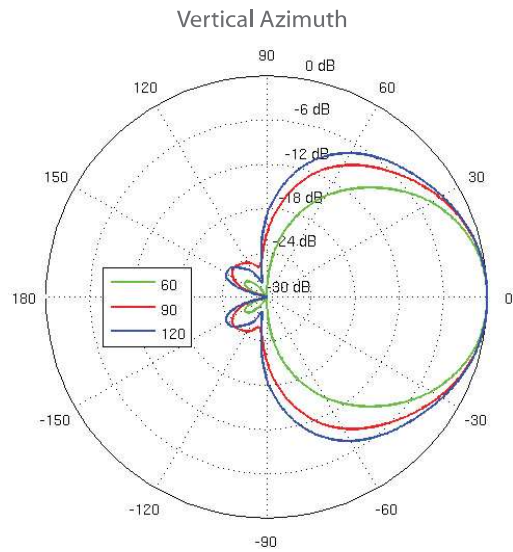
Model: AM-V5G-Ti	
Dimensions	721 x 149.1 x 75.7 mm
Weight	3.72 kg (with Brackets)
Frequency Range	5.45 - 5.85 GHz
Beamwidth Angles	60°/ 90°/ 120°
Gain (Beamwidth Dependent)	21 dBi @ 60° 20 dBi @ 90° 19 dBi @ 120°
Elevation Beamwidth	4°
Electrical Downtilt	2°
Wind Survivability	125 mph
Wind Loading	37 lbs @ 120 mph
Polarization	Dual Linear
Cross-Pol Isolation	25 dB Typical
Front-to-Back Ratio	30 dB Typical
Max. VSWR	1.5:1
RF Connectors	2 RP-SMA Connectors (Weatherproof)
Compatible Radios	RocketM5 Titanium RocketM5 GPS RocketM5
Mounting	Pole Mount (Kit Included)
ETSI Specification	EN 302 326 DN2
Certifications	CE, FCC, IC

Specifications

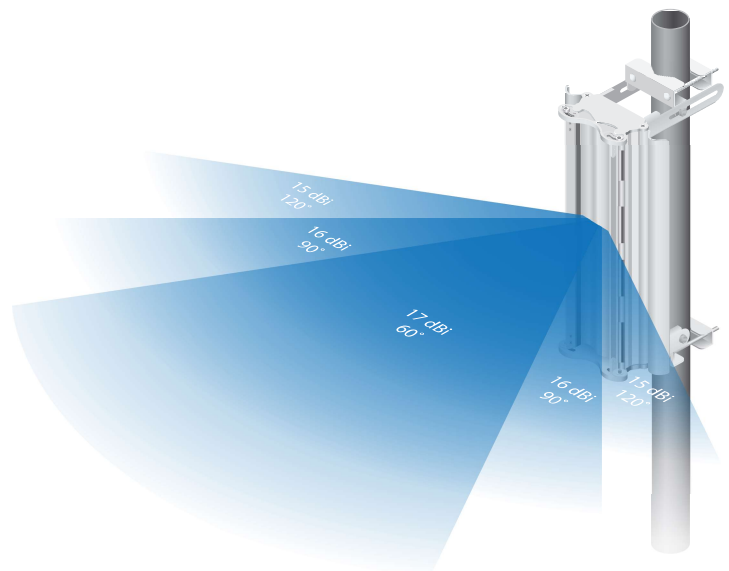
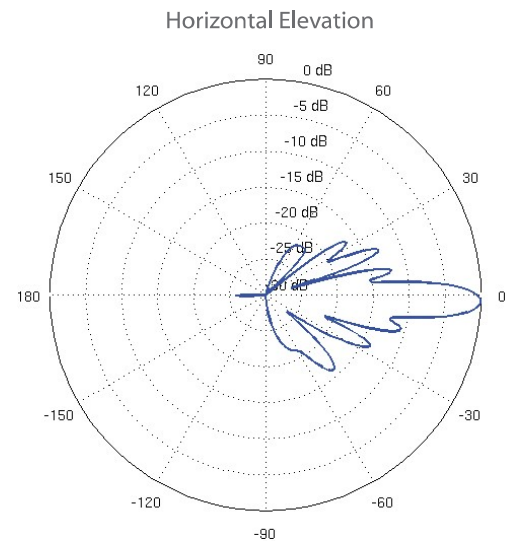
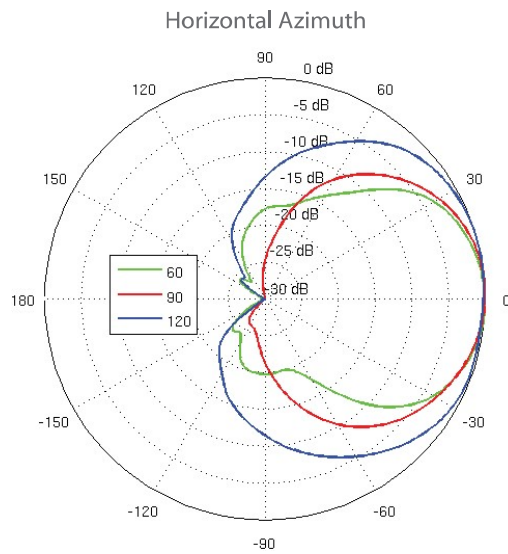
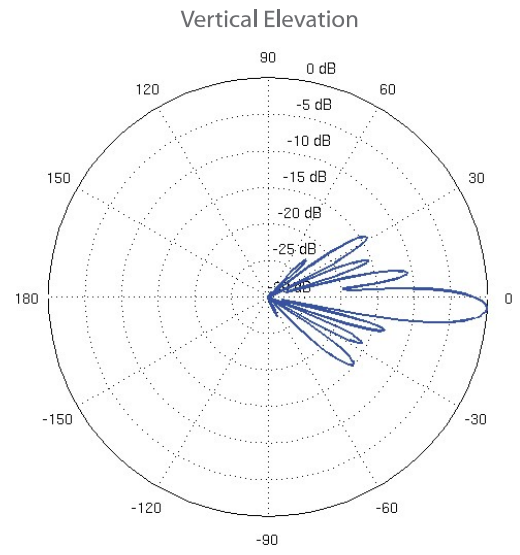
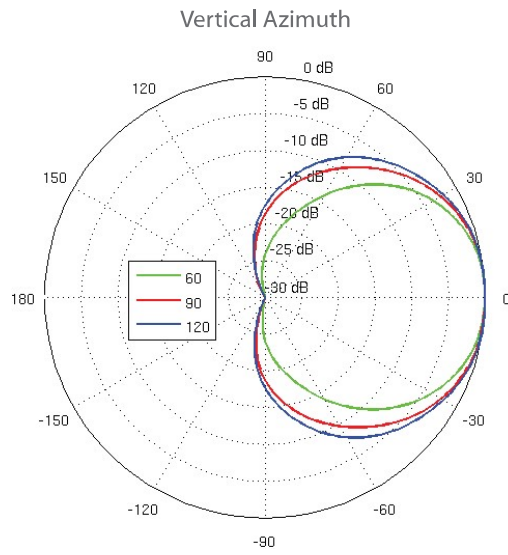
Model: AM-M-V5G-Ti	
Dimensions	385 x 149 x 76 mm
Weight	3.25 kg (with Brackets)
Frequency Range	5.45 - 5.85 GHz
Beamwidth Angles	60° / 90° / 120°
Gain (Beamwidth Dependent)	17 dBi @ 60° 16 dBi @ 90° 15 dBi @ 120°
Elevation Beamwidth	4°
Electrical Downtilt	3°
Wind Survivability	125 mph
Wind Loading	15 lbf @ 100 mph
Polarization	Dual Linear
Cross-Pol Isolation	25 dB Typical
F/B Ratio	35 dB Typical
Max. VSWR	1.7:1
RF Connectors	2 RP-SMA Connectors (Weatherproof)
Compatible Radios	RocketM5 Titanium RocketM5 RocketM5 GPS
Mounting	Pole Mount (Kit Included)
ETSI Specification	EN 302 326 DN2
Certifications	CE, FCC, IC



Attachment: AirMax Titanium Sector data sheet (Contract with Sphere, LLC for Verizon Tower)



Model: AM-M-V5G-Ti | Polar Plots



Attachment: AirMax Titanium Sector data sheet (Contract with Sphere, LLC for Verizon Tower)

TOUGH Cable™

OUTDOOR CARRIER CLASS SHIELDED

Protect your networks from the most brutal environments with Ubiquiti Networks' industrial-grade, shielded Ethernet cable, TOUGH Cable.

Increase Performance

Dramatically improve your Ethernet link states, speeds, and overall performance with Ubiquiti TOUGH Cables.

Extreme Weatherproof

Designed for outdoor use, TOUGH Cables have been built to perform even in the harshest weather and environments.

ESD Damage Protection

Protect your networks from devastating electrostatic discharge (ESD) attacks.

Extended Cable Support

TOUGH Cables have been developed to increase power handling performance for extended cable run lengths.

Bulletproof your networks

TOUGH Cable is currently available in two versions: PRO Shielding Protection and CARRIER Shielding Protection.

TOUGH Cable PRO is a Category 5e, outdoor, carrier-class shielded cable with an integrated ESD drain wire.

TOUGH Cable CARRIER is a Category 5e, outdoor, carrier-class shielded cable that features an integrated ESD drain wire, anti-crosstalk divider, and secondary shielding. It is rated to provide optimal performance on Gigabit Ethernet networks.

Additional Information:

- 24 AWG copper conductor pairs
- 26 AWG integrated ESD drain wire to prevent ESD attacks and damage
- PE outdoor-rated, weatherproof jacket
- Multi-layered shielding
- Available in lengths of 1000 ft (304.8 m)

TERMS OF USE: Ubiquiti radio devices must be professionally installed. Shielded Ethernet cable and earth grounding must be used as conditions of product warranty. TOUGH Cable is designed for outdoor installations. It is the installer's responsibility to follow local country regulations, including operation within legal frequency channels, output power, indoor cabling requirements, and Dynamic Frequency Selection (DFS) requirements.

For further information, please visit www.ubnt.com.

All specifications in this document are subject to change without notice.

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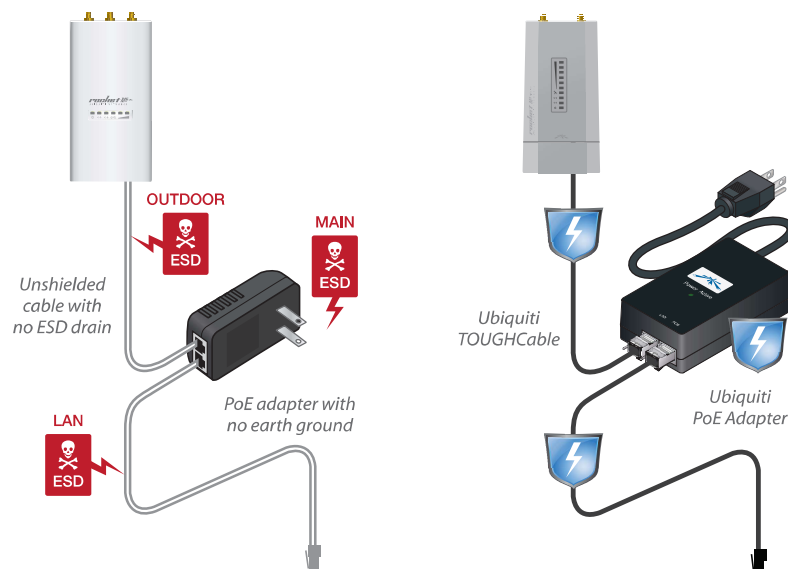


TOUGH Cable Connectors

Specifically designed for use with Ubiquiti TOUGH Cables and available in 100-pc. bags, TOUGH Cable Connectors protect against ESD attacks and Ethernet hardware damage, while allowing rapid field deployment without soldering.

ESD attacks are the leading cause for device failures. The diagram below illustrates the areas vulnerable to ESD attacks in a network.

By using a grounded Ubiquiti Power over Ethernet (PoE) Adapter along with Ubiquiti TOUGH Cable and TOUGH Cable Connectors, you can effectively protect against ESD attacks.



PHJL122112

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

ORDINANCE REQUEST

DATE: **December 9, 2019**

TO: **Public Service and Transportation Committee**

RE: Agreement for General Engineering - Primary with EMH&T

Approval:

Pending Brad McCloud	Pending Jed Hood	Pending Stephen Cicak
-------------------------	---------------------	--------------------------

Emergency/Suspension: Emergency

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

Emergency legislation in order to have an engineering firm in place for the start of 2020.

Agreement for General Engineering - Primary with EMH&T 5500 New Albany Road, Columbus OH 43054 for Primary General Consulting and Professional Design Services for Engineering for the period of January 1, 2020 through December 31, 2023, and Declaring it an Emergency.

Please see attached consultant selection score sheet and contract. This item will allow us to utilize EMH&T as our primary engineering firm beginning January 1, 2020.

**AN ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN AGREEMENT
WITH EVANS, MECHWART, HAMBLETON & TILTON, INC. (EMH&T) FOR
GENERAL CONSULTING AND PROFESSIONAL DESIGN SERVICES, AND
DECLARING AN EMERGENCY**

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

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

SECTION 1. That the Mayor be and is hereby authorized to enter into an agreement with Evans, Mechwart, Hambleton & Tilton Inc. for the period of January 1, 2020 through December 31, 2023, for engineering services for the City of Reynoldsburg.

See Exhibit "A" attached hereto and incorporated herein.

SECTION 2. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the city; wherefore upon adoption by Council and the signature of the Mayor, this Ordinance shall be in effect immediately.

PROFESSIONAL SERVICES AGREEMENT

Between

The CITY OF REYNOLDSBURG

and

EMH&T, Inc.

THIS IS AN AGREEMENT made as of January 1, 2020 , between the CITY OF REYNOLDSBURG, with its main office located at 7232 East Main Street, Reynoldsburg, Ohio 43068 (CITY) and EMH&T, Inc., an Ohio Corporation with its main office located at 5500 New Albany Road, Columbus, Ohio 43054 (CONSULTANT). This agreement shall be in effect until December 31, 2023.

Witnesseth, that in consideration of the mutual covenants and agreement herein contained, the parties hereto do mutually agree as follows:

PART 1 - SERVICES OF THE CONSULTANT

1.01. General Consultation / City Engineer Services

- A. CONSULTANT shall serve as "Consulting City Engineer" and assist and advise the Mayor, Service Department, and Council on planning, engineering, and construction matters. CONSULTANT will provide plan reviews and technical assistance to City Staff, Council, Boards and Commissions, etc. as requested by CITY.
- B. The CONSULTANT shall assign and provide details of a qualified individual to act as the "Consulting City Engineer" whom has direct supervisory charge of general consultation tasks and will serve as the CONSULTANT's main point of contact with CITY. The Person(s) assigned by the CONSULTANT are subject to approval by the CITY.
- C. CONSULTANT will review and address engineering and project planning questions from staff, residents, developers, project partners, etc.
- D. CONSULTANT will attend meetings at the request of CITY to present and discuss engineering topics. Anticipated meeting attendance is:
 1. City Council / Committee Meetings (2 per month)
 2. Staff Meeting (1 per month)
 3. Other Departmental Meetings (3 per month)
- E. CONSULTANT will meet with staff to establish capital improvement needs and develop updates to the City's Capital Improvement Plan. This effort includes:
 1. Preparation of concept exhibits for projects and the evaluation of alternative project approaches.
 2. Preparation of preliminary cost estimates.

3. Assist CITY with prioritization of the needed improvements and identification of alternative funding sources.
- F. Enforcement and maintenance of standards to include updates to standard construction drawings and review of engineering practices and design manuals.
 - G. CONSULTANT will assist CITY in the identification of outside funding sources for City projects.
 - H. Coordination with outside agencies and project partners to include MORPC, Franklin County, City of Columbus, Licking County, Township(s), Etc.
 - I. Develop studies of existing engineering data, reports, etc., which have been made previously by City, County or other agencies and give full consideration to same.
 - J. CONSULTANT will maintain and update the City Zoning Map and City Address Map upon request of CITY.
 - K. CONSULTANT will provide record storage and maintenance of record plans, city maps, and other project generated data. Both physical and electronic data will be stored by CONSULTANT and made available to CITY upon request.
 - L. CONSULTANT shall be an independent contractor and not an ~~agent~~ employee of the CITY and shall direct and supervise the professional services as required by the 5500 New Albany Road, Columbus OH 43054 for Primary General Consulting and Professional Design Services for Engineering for the period of January 1, 2020 through December 31, 2023, and Declaring an Emergency s contract with the CITY. The CONSULTANT shall be responsible for means, methods, techniques and sequences and proceedings associated with CONSULTANT's work and shall be responsible for the acts and omissions of its employees, agents and any other persons/sub-consultants providing services under this contract with the CITY.

1.02. Capital Improvement Plan (CIP) - Design and Construction Phase Services

- A. The Services to be provided by the CONSULTANT for specific projects will be detailed in a duly executed individual Project Proposal. Each Project Proposal will indicate the specific tasks and functions to be performed and deliverables to be provided.
- B. This agreement is not a commitment by the CITY to CONSULTANT to authorize Project Proposals for CIP work.
- C. The general format of the Project Proposal is shown in Exhibit A.
- D. CONSULTANT is to provide the CITY anticipated hours needed to complete CONSULTANT's tasks as identified by the CITY. Hours shall be broken down by specific tasks and individual classifications.
- E. In the event the CITY allows the CONSULTANT to develop the scope of services, the CONSULTANT shall provide anticipated hours needed to achieve the CITY's objectives.
- F. The CONSULTANT shall not be obligated to perform any CIP design and/or construction phase services unless and until the CITY and CONSULTANT agree as to the particulars of the specific project, CONSULTANT's services, compensation, and other appropriate matters.

- G. The CONSULTANT shall assign and provide details of a qualified individual to act as the "Project Manager" whom has direct supervisory charge of CITY projects. The CONSULTANT shall also provide details and assign a qualified "Project Engineer", if different than "Project Manager", whom is responsible for primary production activities. Persons assigned by the CONSULTANT are subject to approval by the CITY.
- H. Upon authorization by CITY of CIP Project Proposal's, CONSULTANT shall furnish all personnel, equipment, and material necessary to perform engineering, surveying, construction inspection, and other project-specific consultation services as follows:
1. Provide complete and detailed plans, including necessary field work, specifications, and estimates of cost. Provide, assemble, and advertise bid packages using CITY's bidding and contract document template.
 2. Furnish to CITY at cost the necessary copies of detailed plans, specifications, estimates, and contract documents required for the prosecution of work. Plans, field books, and field records shall become property of CITY, but shall remain in the files of CONSULTANT for future reference.
 3. Assist at all lettings, tabulate proposals and bids, and report same to CITY. Review contractor bids, conduct lowest and best bid evaluation, and make construction contract award recommendations to CITY.
 4. Present plans to and assist in obtaining approval of such plans from any City, County State or Federal Department of other political subdivision which may have jurisdiction in the development of the project.
 5. Provide land surveying field parties to perform topographic survey, boundary survey and construction layout staking.
 6. Provide project representation during construction to be an interpreter and arbitrator of the plans and specifications and make every reasonable effort to protect CITY against deficiencies in Contractor's work. At the completion of the one-year warranty period, CONSULTANT shall conduct a warranty inspection, issue defect letter to the contractor, track contractor compliance, and make final recommendation for project acceptance of the public improvement to CITY.
 7. The CONSULTANT shall furnish full-time resident inspection personnel as the work requires. The inspection personnel shall spend their full-time on the work beginning when the construction contractor starts construction and ending when all work under their inspection is completed to the satisfaction of CITY. CONSULTANT shall review change order requests made by contractors and make a recommendation to the CITY with respect to the justification and costs associated with claims from the contractor.
 8. CONSULTANT shall maintain a complete record of the progress of work and all incidents relative to the design or construction process.
 9. Advise and recommend to the CITY in the matter of testing materials and reviewing laboratory results.
 10. Track quantities and prepare pay estimates for construction work in conformance with the conditions of each contract.

11. Inspect completed work and submit a final report for the acceptance of construction project. The issuance of final report does not make CONSULTANT responsible for any deficiencies in the work that were not discovered or apparent at time of report.

1.03. Development Reimbursed Services

- A. CONSULTANT will provide CITY with the following services which are to be reimbursed through application fees and developer deposits under the City of Reynoldsburg Development Handbook:
 1. Private site improvement plan reviews.
 2. Plan reviews of public improvements that are constructed in conjunction with private site developments (utility extensions, public roadway extensions, etc.).
 3. Construction inspection services.
 4. Storm water and erosion control inspections.
 5. Project punchlist and warranty inspection services

PART 2 – CITY’S RESPONSIBILITIES

2.01. CITY’s Responsibilities

- A. The CITY shall provide full information, which shall set forth the CITY’s objectives, schedule, constraints, and budget within reasonable contingencies and criteria.
- B. CITY shall make decisions and carry out its other responsibilities in a timely manner and shall bear costs incident thereto so as not to delay the services of the CONSULTANT.
- C. CITY shall provide requirements, programs, instruction, reports, data, and other information to CONSULTANT pursuant to this Agreement. CONSULTANT may use such information in performing or furnishing services under this Agreement.

PART 3 – GENERAL CONSIDERATIONS

3.01. Standards and Parameters of Performance

- A. CONSULTANT shall be responsible for the technical accuracy of its services and documents. ~~This~~ The CITY shall not be responsible for discovering deficiencies. CONSULTANT shall correct deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CITY furnished information.
- B. CONSULTANT shall serve as CITY’s prime professional under each individual CIP Project Proposal. CONSULTANT may employ such subconsultants as CONSULTANT deems necessary to assist in the performance or furnishing of the services with approval of CITY.
- C. CONSULTANT shall comply with applicable laws or regulations and CITY mandated standards. This Agreement is based on these requirements as of the effective date of each individual CIP Project Proposal. Changes to these requirements after the effective date of each individual Project

Proposal may be the basis of modification to CITY's responsibilities or to CONSULTANT's scope of services, times or performance, or compensation.

- D. If CONSULTANT provides services during the construction phase of any Project, CONSULTANT shall not supervise, direct, or have control over a Contractor's work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by a Contractor, for safety precautions and programs incident to a Contractor's work in progress, nor for any failure of a Contractor to comply with laws and regulations applicable to a Contractor's furnishing and performing the work.
- E. CONSULTANT shall not be responsible for the acts or omissions of any Contractor(s), subcontractor(s) or supplier(s), or of any of a Contractor's agents or employees or any other persons (except CONSULTANT's own employees) at a site or otherwise furnishing or performing any of a Contractor's work; or for any decision made on interpretations or clarifications of the contract documents given by CITY without consultation and advice of CONSULTANT.

3.02. Subcontracting/Assignments/Liability

- A. No assignment of the contract or any portion thereof shall be made without prior written approval of the CITY.
- B. CONSULTANT shall be and remain solely responsible to the CITY for the acts CONSULTANT performs or faults of any sub-CONSULTANT and of any sub-CONSULTANT's officers, agents or employees.
- C. CONSULTANT shall indicate the percentage of contract to be subcontracted in contemplation of contract performance. Following the award of the contract, no additional subcontracting will be allowed without the express prior written consent of the City.

3.03. Unresolved Findings for Recovery

CONSULTANT affirmatively represents and warrants that it is not subject to any unresolved finding for recovery issued by the Auditor of State under Ohio Revised Code Section 9.24, or that it has taken the appropriate remedial steps required under Section 9.24, or that it otherwise qualifies under that section.

3.04. Ethics and Drug Free Workplace

CONSULTANT agrees that its performance under this Agreement would not be contrary to the terms of R.C. § 102.03 and § 102.04, as applicable (ethics and conflict of interest). CONSULTANT agrees to comply with all applicable state and federal laws regarding drug-free workplace, and while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

3.05. Ohio Elections Law

CONSULTANT affirms that, as applicable, no party listed in Division (I), (J), (Y), or (Z) 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 totaling in excess of \$500.00 to any elected official of the CITY OF REYNOLDSBURG.

3.06. Taxes

The City is a tax exempt entity and shall provide a tax exempt certificate to the CONSULTANT. The CONSULTANT agrees to withhold all City Income Taxes due or payable under the provisions of Chapter 191 of the Codified Ordinance of the City of Reynoldsburg for wages, salaries, and commissions paid to

employees and further agrees that any subcontractors shall be required to agree to withhold any such City Income Taxes due under said Chapter 191 of the Codified Ordinances of the City of Reynoldsburg for services performed under this Contract.

3.07. Use of Documents

- A. Upon completion or termination of the Agreement, all documents prepared by the CONSULTANT, including tracings, drawings, estimates, specifications, field notes, investigations, copies of computer/electronic files (original application files in .TIF format for drawings), studies and reports shall become the property of and shall be delivered to the CITY upon full payment of monies owed to the CONSULTANT. Copies of CITY-furnished data that may be relied upon by CONSULTANT are limited to the printed copies (also known as hard copies) that are delivered to CONSULTANT pursuant to Part 2 above. Files in electronic media format of text, data, graphics, or of other types that are furnished by CITY to CONSULTANT are only for convenience of CONSULTANT. CONSULTANT shall also be entitled to maintain copies on behalf of the CITY.
- B. Copies of Documents that may be relied upon by CITY are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Files in electronic media format of text, data, graphics, or of other types that are furnished by CONSULTANT to CITY are only for convenience of CITY.
- C. When transferring documents in electronic media format, CONSULTANT makes no representations as to compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by CONSULTANT at the beginning of a Specific Project unless indicated differently in the Project Proposal. CONSULTANT will provide electronic documents in a format that is acceptable to CITY.
- D. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

3.08. Authorized Project Representatives

Contemporaneous with the execution of each individual Project Proposal, CONSULTANT and CITY shall designate specific individuals to act as CONSULTANT's and CITY's representatives with respect to the service to be performed or furnished by CONSULTANT and responsibilities of CITY under the individual Specific Project. Such individuals may have authority to transmit instruction, receive information, and render decisions relative to a specific project on behalf of each respective party.

3.09. Insurance

- A. Prior to the commencement of any work under this agreement, CONSULTANT shall furnish to CITY certificates of insurance showing that CONSULTANT has obtained the following insurance policies with insurance companies licensed and authorized to do business in the State of Ohio. A new certificate of insurance shall be provided to the CITY each year at the time of policy renewal.
 1. Worker's Compensation Insurance: CONSULTANT shall procure and maintain during the life of this contract, Worker's Compensation Insurance, including employers Liability Coverage, in accordance with all applicable statutes of the State of Ohio.
 2. Commercial General Liability Insurance: CONSULTANT shall procure and maintain during the life of this agreement, Commercial General Liability Insurance on an Occurrence Basis with limits of Liability not less than \$1,000,000.00 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, Bodily Injury and Property Damage.

3. **Motor Vehicle Liability:** CONSULTANT shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Ohio Coverages, with limits of liability of not less than \$1,000,000.00 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. **Professional Liability:** Professional Liability Insurance on a Claims Made Basis with Limits of liability of not less than \$1,000,000.00 per claim/aggregate;
- B. **Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance, Motor Vehicle, and Professional Liability Insurance, as described above, shall include an endorsement stating the following: It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to CITY OF REYNOLDSBURG.
- C. At any time, CITY may request that CONSULTANT, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified. If so requested by CITY, with the concurrence of CONSULTANT, CONSULTANT shall require CONSULTANT's subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such period of time as requested by the CITY, and this agreement will be amended to incorporate these requirements.

3.10. Nondiscrimination

The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, or national origin. CONSULTANT will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age, handicap, or national origin. Such action shall include, but not be limited to employment upgrading, promotion, demotion, termination, rates of pay, or other forms of compensation, and selection for training. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this equal opportunity clause. CONSULTANT shall, in all solicitations or advertisements for employees placed by, or on behalf of the CONSULTANT, state that they are an equal opportunity employer.

3.11. Termination

- A. The CITY, may in writing, suspend all or any part of work for such a period the CITY deems appropriate.
- B. This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- C. This Agreement may be terminated by the CITY upon not less than seven days written notice to the CONSULTANT in the event that the Project is permanently abandoned. If the Project is abandoned by the CITY for more than 90 consecutive days, the CONSULTANT may terminate this Agreement by giving written notice.
- D. In the event of termination, the CONSULTANT shall be compensated for the reasonable value of services performed prior to termination, together with reimbursable expenses then due.

3.12. Allocation of Risk

- A. The CONSULTANT agrees to indemnify and hold the CITY harmless from and against any loss or damage resulting solely from the failure of the CONSULTANT to perform any duty or obligation expressly undertaken by the CONSULTANT pursuant to the terms of this Agreement or the negligent performance or failure to perform by the CONSULTANT of any such express duty or obligation.
- B. CONSULTANT will conduct the research that in their professional opinion is necessary to determine the viability of re-using existing equipment and materials in the design of the project. The CITY recognizes that CONSULTANT's research may not identify all defects and that the information and inspection upon which CONSULTANT relies may contain errors or may not be complete. Given the inherent limitations of such inspections, CONSULTANT's recommendations shall not be relied upon by any party as a warranty of the condition of the existing equipment or materials. The extent of the risk the CITY wishes to accept in reusing existing equipment or materials is something the CITY must determine.
- C. The CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees from and against all claims or suits asserted or prosecuted by third parties to the extent arising directly out of error, omission, or negligent act of the CONSULTANT or its sub-CONSULTANTS; and the CONSULTANT at its own expense, shall defend the CITY in all such litigation, pay all attorney's fees, damages, court costs and other expenses arising out of such litigation; and at its own expense, shall satisfy and cause to be discharged judgments as may be obtained against the CITY or any of its officers, agents or employees pursuant to such litigation.
- D. The CONSULTANT shall be given written notice of the assertion of such claims or suits promptly after such matters are brought to the attention of the CITY and subject to the assent of the City Attorney, which assent shall not be unreasonably withheld or delayed, and shall be permitted to participate in the defense and settlement of any such suits or claims. Nothing contained herein, however, is intended to confer on any third party any rights or benefits hereunder; nor is the foregoing indemnification obligation intended to alter or extend the CONSULTANT's liability for failure to comply with the terms of the contract or for professional or personal negligence or misconduct.
- E. In no event will either party be liable for punitive, multiple, enhanced, incidental, indirect or consequential damages, including loss of profits, even if any of the parties should have been aware of the possibility of such damages.

3.13. Entire Agreement; Waiver

This contract contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This contract supersedes any and all previous agreements, whether written or oral, between the parties. A waiver by any party of any breach or default by the other party under this contract shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default here under.

3.14. Headings

The headings in this contract have been inserted for convenient reference and shall not be considered in any questions of interpretation or construction of the contract.

3.15. Severability

The provisions of the contract are severable and independent, and if any such provision shall be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision, to the extent enforceable in any jurisdiction, shall, nevertheless, be binding and enforceable.

3.16. Controlling Law

This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio, and any action with respect to this engagement shall be filed in the Franklin County, Ohio in a court of competent jurisdiction. The CONSULTANT further shall obey or satisfy all lawful rules, regulations and requirements issued or promulgated under said respective laws by any duly authorized City, State or Federal officials.

PART 4 – PAYMENTS TO CONSULTANT

4.01 Fee for General Consultation Services

CITY agrees to compensate CONSULTANT an annual amount ~~totaling not to exceed~~ **Seventy-five Thousand Dollars and no cents (\$75,000.00)** for the general engineering services outlined in Scope of Services, Section 1.01 General Consultation / City Engineer Services. Payment for services provided under Section 1.01 of the Scope of Services shall be hourly not to exceed without prior authorization of the CITY. Labor fees will be computed per the time rates established in Exhibit B. Invoices will be submitted monthly.

4.02. Direct Personnel Expense

Direct Personnel Expense is defined as the direct salaries of the CONSULTANT's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits. Direct Personnel Expenses are paid by CONSULTANT.

4.03. Reimbursable Expenses

- A. Reimbursable Expenses include expenses incurred by the CONSULTANT in the interest of the Project for:
 1. Expense of transportation in connection with travel required to carry out the scope of services;
 2. Long-distance communications;
 3. Fees paid by the CONSULTANT for securing approval of authorities having jurisdiction over the Project; in general, all approval fees shall be paid up front by the CONSULTANT and reimbursed by the CITY and as such are not within the not-to-exceed fee limit established by the CONSULTANT;
 4. Reproductions; and
 5. Postage and handling of Drawings and Specifications.
- B. Reimbursable expenses must be anticipated and quantified by the CONSULTANT and included in the Project Proposal. In the event that expenses exceed original estimates, the CONSULTANT may request from the CITY additional compensation.

4.04. Payment of Invoices

- A. Invoices are due and payable within 30 days of receipt.
- B. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

4.05. Independent Consultant/Employment Taxes

- A. The CONSULTANT shall be and remain an independent contractor with respect to all services performed hereunder and shall accept full exclusive liability for the payments of any and all contributions or taxes for Social Security, unemployment benefits, pensions, and annuities now or hereafter imposed under any State or Federal laws which are measured by the wages, salaries, or other remuneration paid to persons employed by the CONSULTANT on work performed under the terms of this agreement. The CONSULTANT shall indemnify and save harmless the CITY from any contributions, taxes or liability referred to in this article. CONSULTANT is not an employee of the CITY.
- B. While the CONSULTANT shall be required to render services described hereunder during the term of the contract, nothing herein shall be construed to imply that the City shall have or may exercise any right of control over CONSULTANT with regard to the manner or method of its performance of services hereunder. Except as expressly provided herein, none of the parties shall have the right to bind or obligate the others in any manner without the prior written consent of the other parties.

City of Reynoldsburg, Ohio
General Engineering and Professional Services

IN WITNESS WHEREOF, the parties hereto have executed the Agreement, the effective date of which is indicated on Page 1.

City Of Reynoldsburg (CITY)

By: _____
Mayor

Name: Brad McCloud

Date: _____

By: _____
Clerk of Council

Ordinance: _____

APPROVED AS TO FORM

By: _____
City Attorney

Date: _____

EMH&T, Inc. (CONSULTANT)

By: _____
Authorizing Agent

Name: Sandra C. Doyle-Ahern

Date: _____

Attachment: DRAFT Reynoldsburg 2020 - 2023 Engineering Agreement (Agreement with EMH&T for General Engineering - Primary)

EXHIBIT A
General Project Proposal Format

[Date]

[Name of Recipient]

[Title]

[Address]

Subject: [Professional Services for.....]

Dear [Name of Recipient],

Provide scope of service(s) for project and its phase(s). Phase(s) to be as directed by CITY.

STUDY AND REPORT PHASE

Prepare studies and analysis and reports as directed by CITY's project representative.

DESIGN PHASE

In consultation with CITY, determine general scope, extent, and character of individual project. Provide technical design, technical criteria, topographic or other survey as needed, preparation of easement descriptions as needed, prepare bid documents, plans, and specifications, prepare and pursue necessary permits, furnish drawings, prepare opinions of probable costs, assist in bidding and preparation of construction documents. In essence, provide CITY with complete level of design services from original scope detail through the bidding and selection of contractor.

CONSTRUCTION PHASE

Offer to CITY construction engineering services as authorized by CITY project representative. Such services may include general administration of construction contracts, site observation of construction, interpretation of contract documents, assisting City obtain needed materials testing services, dispute resolution, review and approval of change orders, review and approval of contractor pay requests, preparation of final inspection reporting and review and/or preparation of as-built drawings.

ADDITIONAL SERVICES

There may be special services needed to meet the goal and objectives of the City. They include but are not limited to the following:

- Attend community meetings or represent CITY at County, State, or Regional meetings.
- Assist CITY in preparation applications for grant funding.
- Right of Way/ Easement Acquisition.
- Preparation of master utility plans, including technical modeling, reliability and capacity analysis.
- Perform wetland or other environmental engineering analysis.
- Preparation of management plans.
- Geographic information services
- Traffic/Signal engineering or traffic calming studies.
- Other related services as may be requested and directed by the CITY's Project Representative.

ANTICIPATED HOURS/COMPENSATION

City of Reynoldsburg, Ohio
General Engineering and Professional Services

Services shall be provided on an hourly, or lump sum as determined by the CITY and CONSULTANT and as described in section I.02.C of this contract.

Fees are to be negotiated for each individual project. Anticipated hours are to be provided with each Project Proposal. Detail effort by providing the anticipated hours by the client manager, project manager, and support staff to satisfy the scope requirements of each project.

SCHEDULE

Provide schedule of services.

EXHIBIT B
Rate Schedule

Exhibit B – Rate Schedule

The CITY agrees to pay CONSULTANT as compensation for services performed as required by Part 4 of the Agreement a fee in accordance with the following hourly rates:

Description	CY 2014-2015 Rates
<i>Labor Rates</i>	
Principal	\$150
Senior Engineer/ Project Manager	\$120
Engineer II	\$105
Engineer I	\$85
Engineer Aide	\$78
Senior Surveyor	\$105
Surveyor II	\$90
Surveyor I	\$80
Senior Environmental Scientist	\$98
Environmental Scientist II	\$86
Environmental Scientist I	\$70
Senior Planner	\$98
Landscape Architect / Planner	\$85
Project Designer II	\$72
Project Designer I	\$66
Construction Project Manager	\$110
Senior Construction Representative	\$80
Construction Inspector II	\$70
Construction Inspector I	\$60
Survey Field Crew	\$144
Administrative / Clerical	\$55
<i>Reimbursable Expenses</i>	
Stakes, prints, postal, special deliver and miscellaneous items	At Cost
Mileage	Current IRS Rate
Filing fees, subconsultant services, permitting fees, etc.	Actual Fee Plus 5%

Whenever it is deemed necessary by the CITY, acting through the Mayor or the Mayor's designated representative, for employees of the CONSULTANT to work more than forty (40) hours per week, overtime compensation of one and one-half times the regular rate shall be paid for all hours worked over forty (40) per week in accordance with the Fair Labor Standards Act of the United States.

Scorer	Highest Scoring	2nd Highest Score
Mayor	EMH& T	American Structurepoint
Service Director	EMH& T	OHM
Development Director	* Acting as Service Director	
Parks & Recreation Director	EMH& T	CT
Councilman Luzader	EMH& T	CT
Councilman Cotner	EMH& T	CT

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

ORDINANCE REQUEST

DATE: **December 9, 2019**

TO: **Public Service and Transportation Committee**

RE: **Agreement with CT Consulting**

Approval:

Pending Brad McCloud	Pending Jed Hood	Pending Stephen Cicak
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Emergency/Suspension: Emergency

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

Emergency legislation in order to have an engineering firm in place for the start of 2020.

Agreement with CT Consulting, 7965 North High Street, Suite 340, Columbus OH 43235 for the period of January 1, 2020 to for Back Up General Engineering Services and declaring it an emergency.

Please see attached consultant selection score sheet and contract. This item will allow us to utilize CT Consultants as our back-up engineering firm beginning January 1, 2020.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CT CONSULTANTS, INC., FOR BACK-UP GENERAL CONSULTANTS AND PROFESSIONAL DESIGN SERVICES, AND DECLARING AN EMERGENCY

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

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

SECTION 1. That the Mayor be and is hereby authorized to enter into an agreement with CT Consultants for the period of January 1, 2020 through December 31, 2023, for engineering services for the City of Reynoldsburg.

See Exhibit "A" attached hereto and incorporated herein.

SECTION 2. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the city; wherefore upon adoption by Council and the signature of the Mayor, this Ordinance shall be in effect immediately.

PROFESSIONAL SERVICES AGREEMENT

Between

The CITY OF REYNOLDSBURG

and

CT Consultants

THIS IS AN AGREEMENT made as of January 1, 2020 , between the CITY OF REYNOLDSBURG, with its main office located at 7232 East Main Street, Reynoldsburg, Ohio 43068 (CITY) and CT Consultants., an Ohio Corporation with its main office located at 7965 North High Street, Suite 340, Columbus OH 43235 (CONSULTANT). This agreement shall be in effect until December 31, 2023.

Witneseth, that in consideration of the mutual covenants and agreement herein contained, the parties hereto do mutually agree as follows:

PART 1 - SERVICES OF THE CONSULTANT

1.01. General Consultation / City Engineer Services

- A. CONSULTANT shall serve as "Consulting City Engineer" and assist and advise the Mayor, Service Department, and Council on planning, engineering, and construction matters. CONSULTANT will provide plan reviews and technical assistance to City Staff, Council, Boards and Commissions, etc. as requested by CITY.
- B. The CONSULTANT shall assign and provide details of a qualified individual to act as the "Consulting City Engineer" whom has direct supervisory charge of general consultation tasks and will serve as the CONSULTANT's main point of contact with CITY. The Person(s) assigned by the CONSULTANT are subject to approval by the CITY.
- C. CONSULTANT will review and address engineering and project planning questions from staff, residents, developers, project partners, etc.
- D. CONSULTANT will attend meetings at the request of CITY to present and discuss engineering topics. Anticipated meeting attendance is:
 1. City Council / Committee Meetings (2 per month)
 2. Staff Meeting (1 per month)
 3. Other Departmental Meetings (3 per month)
- E. CONSULTANT will meet with staff to establish capital improvement needs and develop updates to the City's Capital Improvement Plan. This effort includes:
 1. Preparation of concept exhibits for projects and the evaluation of alternative project approaches.
 2. Preparation of preliminary cost estimates.

3. Assist CITY with prioritization of the needed improvements and identification of alternative funding sources.
- F. Enforcement and maintenance of standards to include updates to standard construction drawings and review of engineering practices and design manuals.
- G. CONSULTANT will assist CITY in the identification of outside funding sources for City projects.
- H. Coordination with outside agencies and project partners to include MORPC, Franklin County, City of Columbus, Licking County, Township(s), Etc.
- I. Develop studies of existing engineering data, reports, etc., which have been made previously by City, County or other agencies and give full consideration to same.
- J. CONSULTANT will maintain and update the City Zoning Map and City Address Map upon request of CITY.
- K. CONSULTANT will provide record storage and maintenance of record plans, city maps, and other project generated data. Both physical and electronic data will be stored by CONSULTANT and made available to CITY upon request.
- L. CONSULTANT shall be an independent contractor and not an ~~agent~~ employee of the CITY and shall direct and supervise the professional services as required by the 5500 New Albany Road, Columbus OH 43054 for Primary General Consulting and Professional Design Services for Engineering for the period of January 1, 2020 through December 31, 2023, and Declaring an Emergency s contract with the CITY. The CONSULTANT shall be responsible for means, methods, techniques and sequences and proceedings associated with CONSULTANT's work and shall be responsible for the acts and omissions of its employees, agents and any other persons/sub-consultants providing services under this contract with the CITY.

1.02. Capital Improvement Plan (CIP) - Design and Construction Phase Services

- A. The Services to be provided by the CONSULTANT for specific projects will be detailed in a duly executed individual Project Proposal. Each Project Proposal will indicate the specific tasks and functions to be performed and deliverables to be provided.
- B. This agreement is not a commitment by the CITY to CONSULTANT to authorize Project Proposals for CIP work.
- C. The general format of the Project Proposal is shown in Exhibit A.
- D. CONSULTANT is to provide the CITY anticipated hours needed to complete CONSULTANT's tasks as identified by the CITY. Hours shall be broken down by specific tasks and individual classifications.
- E. In the event the CITY allows the CONSULTANT to develop the scope of services, the CONSULTANT shall provide anticipated hours needed to achieve the CITY's objectives.
- F. The CONSULTANT shall not be obligated to perform any CIP design and/or construction phase services unless and until the CITY and CONSULTANT agree as to the particulars of the specific project, CONSULTANT's services, compensation, and other appropriate matters.

- G. The CONSULTANT shall assign and provide details of a qualified individual to act as the "Project Manager" whom has direct supervisory charge of CITY projects. The CONSULTANT shall also provide details and assign a qualified "Project Engineer", if different than "Project Manager", whom is responsible for primary production activities. Persons assigned by the CONSULTANT are subject to approval by the CITY.
- H. Upon authorization by CITY of CIP Project Proposal's, CONSULTANT shall furnish all personnel, equipment, and material necessary to perform engineering, surveying, construction inspection, and other project-specific consultation services as follows:
1. Provide complete and detailed plans, including necessary field work, specifications, and estimates of cost. Provide, assemble, and advertise bid packages using CITY's bidding and contract document template.
 2. Furnish to CITY at cost the necessary copies of detailed plans, specifications, estimates, and contract documents required for the prosecution of work. Plans, field books, and field records shall become property of CITY, but shall remain in the files of CONSULTANT for future reference.
 3. Assist at all lettings, tabulate proposals and bids, and report same to CITY. Review contractor bids, conduct lowest and best bid evaluation, and make construction contract award recommendations to CITY.
 4. Present plans to and assist in obtaining approval of such plans from any City, County State or Federal Department of other political subdivision which may have jurisdiction in the development of the project.
 5. Provide land surveying field parties to perform topographic survey, boundary survey and construction layout staking.
 6. Provide project representation during construction to be an interpreter and arbitrator of the plans and specifications and make every reasonable effort to protect CITY against deficiencies in Contractor's work. At the completion of the one-year warranty period, CONSULTANT shall conduct a warranty inspection, issue defect letter to the contractor, track contractor compliance, and make final recommendation for project acceptance of the public improvement to CITY.
 7. The CONSULTANT shall furnish full-time resident inspection personnel as the work requires. The inspection personnel shall spend their full-time on the work beginning when the construction contractor starts construction and ending when all work under their inspection is completed to the satisfaction of CITY. CONSULTANT shall review change order requests made by contractors and make a recommendation to the CITY with respect to the justification and costs associated with claims from the contractor.
 8. CONSULTANT shall maintain a complete record of the progress of work and all incidents relative to the design or construction process.
 9. Advise and recommend to the CITY in the matter of testing materials and reviewing laboratory results.
 10. Track quantities and prepare pay estimates for construction work in conformance with the conditions of each contract.

11. Inspect completed work and submit a final report for the acceptance of construction project. The issuance of final report does not make CONSULTANT responsible for any deficiencies in the work that were not discovered or apparent at time of report.

1.03. Development Reimbursed Services

- A. CONSULTANT will provide CITY with the following services which are to be reimbursed through application fees and developer deposits under the City of Reynoldsburg Development Handbook:
 1. Private site improvement plan reviews.
 2. Plan reviews of public improvements that are constructed in conjunction with private site developments (utility extensions, public roadway extensions, etc.).
 3. Construction inspection services.
 4. Storm water and erosion control inspections.
 5. Project punchlist and warranty inspection services

PART 2 – CITY’S RESPONSIBILITIES

2.01. CITY’s Responsibilities

- A. The CITY shall provide full information, which shall set forth the CITY’s objectives, schedule, constraints, and budget within reasonable contingencies and criteria.
- B. CITY shall make decisions and carry out its other responsibilities in a timely manner and shall bear costs incident thereto so as not to delay the services of the CONSULTANT.
- C. CITY shall provide requirements, programs, instruction, reports, data, and other information to CONSULTANT pursuant to this Agreement. CONSULTANT may use such information in performing or furnishing services under this Agreement.

PART 3 – GENERAL CONSIDERATIONS

3.01. Standards and Parameters of Performance

- A. CONSULTANT shall be responsible for the technical accuracy of its services and documents. ~~This~~ The CITY shall not be responsible for discovering deficiencies. CONSULTANT shall correct deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CITY furnished information.
- B. CONSULTANT shall serve as CITY’s prime professional under each individual CIP Project Proposal. CONSULTANT may employ such subconsultants as CONSULTANT deems necessary to assist in the performance or furnishing of the services with approval of CITY.
- C. CONSULTANT shall comply with applicable laws or regulations and CITY mandated standards. This Agreement is based on these requirements as of the effective date of each individual CIP Project Proposal. Changes to these requirements after the effective date of each individual Project

Proposal may be the basis of modification to CITY's responsibilities or to CONSULTANT's scope of services, times or performance, or compensation.

- D. If CONSULTANT provides services during the construction phase of any Project, CONSULTANT shall not supervise, direct, or have control over a Contractor's work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by a Contractor, for safety precautions and programs incident to a Contractor's work in progress, nor for any failure of a Contractor to comply with laws and regulations applicable to a Contractor's furnishing and performing the work.
- E. CONSULTANT shall not be responsible for the acts or omissions of any Contractor(s), subcontractor(s) or supplier(s), or of any of a Contractor's agents or employees or any other persons (except CONSULTANT's own employees) at a site or otherwise furnishing or performing any of a Contractor's work; or for any decision made on interpretations or clarifications of the contract documents given by CITY without consultation and advice of CONSULTANT.

3.02. Subcontracting/Assignments/Liability

- A. No assignment of the contract or any portion thereof shall be made without prior written approval of the CITY.
- B. CONSULTANT shall be and remain solely responsible to the CITY for the acts CONSULTANT performs or faults of any sub-CONSULTANT and of any sub-CONSULTANT's officers, agents or employees.
- C. CONSULTANT shall indicate the percentage of contract to be subcontracted in contemplation of contract performance. Following the award of the contract, no additional subcontracting will be allowed without the express prior written consent of the City.

3.03. Unresolved Findings for Recovery

CONSULTANT affirmatively represents and warrants that it is not subject to any unresolved finding for recovery issued by the Auditor of State under Ohio Revised Code Section 9.24, or that it has taken the appropriate remedial steps required under Section 9.24, or that it otherwise qualifies under that section.

3.04. Ethics and Drug Free Workplace

CONSULTANT agrees that its performance under this Agreement would not be contrary to the terms of R.C. § 102.03 and § 102.04, as applicable (ethics and conflict of interest). CONSULTANT agrees to comply with all applicable state and federal laws regarding drug-free workplace, and while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

3.05. Ohio Elections Law

CONSULTANT affirms that, as applicable, no party listed in Division (I), (J), (Y), or (Z) 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 totaling in excess of \$500.00 to any elected official of the CITY OF REYNOLDSBURG.

3.06. Taxes

The City is a tax exempt entity and shall provide a tax exempt certificate to the CONSULTANT. The CONSULTANT agrees to withhold all City Income Taxes due or payable under the provisions of Chapter 191 of the Codified Ordinance of the City of Reynoldsburg for wages, salaries, and commissions paid to

employees and further agrees that any subcontractors shall be required to agree to withhold any such City Income Taxes due under said Chapter 191 of the Codified Ordinances of the City of Reynoldsburg for services performed under this Contract.

3.07. Use of Documents

- A. Upon completion or termination of the Agreement, all documents prepared by the CONSULTANT, including tracings, drawings, estimates, specifications, field notes, investigations, copies of computer/electronic files (original application files in .TIF format for drawings), studies and reports shall become the property of and shall be delivered to the CITY upon full payment of monies owed to the CONSULTANT. Copies of CITY-furnished data that may be relied upon by CONSULTANT are limited to the printed copies (also known as hard copies) that are delivered to CONSULTANT pursuant to Part 2 above. Files in electronic media format of text, data, graphics, or of other types that are furnished by CITY to CONSULTANT are only for convenience of CONSULTANT. CONSULTANT shall also be entitled to maintain copies on behalf of the CITY.
- B. Copies of Documents that may be relied upon by CITY are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Files in electronic media format of text, data, graphics, or of other types that are furnished by CONSULTANT to CITY are only for convenience of CITY.
- C. When transferring documents in electronic media format, CONSULTANT makes no representations as to compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by CONSULTANT at the beginning of a Specific Project unless indicated differently in the Project Proposal. CONSULTANT will provide electronic documents in a format that is acceptable to CITY.
- D. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

3.08. Authorized Project Representatives

Contemporaneous with the execution of each individual Project Proposal, CONSULTANT and CITY shall designate specific individuals to act as CONSULTANT's and CITY's representatives with respect to the service to be performed or furnished by CONSULTANT and responsibilities of CITY under the individual Specific Project. Such individuals may have authority to transmit instruction, receive information, and render decisions relative to a specific project on behalf of each respective party.

3.09. Insurance

- A. Prior to the commencement of any work under this agreement, CONSULTANT shall furnish to CITY certificates of insurance showing that CONSULTANT has obtained the following insurance policies with insurance companies licensed and authorized to do business in the State of Ohio. A new certificate of insurance shall be provided to the CITY each year at the time of policy renewal.
 1. Worker's Compensation Insurance: CONSULTANT shall procure and maintain during the life of this contract, Worker's Compensation Insurance, including employers Liability Coverage, in accordance with all applicable statutes of the State of Ohio.
 2. Commercial General Liability Insurance: CONSULTANT shall procure and maintain during the life of this agreement, Commercial General Liability Insurance on an Occurrence Basis with limits of Liability not less than \$1,000,000.00 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, Bodily Injury and Property Damage.

3. **Motor Vehicle Liability:** CONSULTANT shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Ohio Coverages, with limits of liability of not less than \$1,000,000.00 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. **Professional Liability:** Professional Liability Insurance on a Claims Made Basis with Limits of liability of not less than \$1,000,000.00 per claim/aggregate;
- B. **Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance, Motor Vehicle, and Professional Liability Insurance, as described above, shall include an endorsement stating the following: It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to CITY OF REYNOLDSBURG.
- C. At any time, CITY may request that CONSULTANT, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified. If so requested by CITY, with the concurrence of CONSULTANT, CONSULTANT shall require CONSULTANT's subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such period of time as requested by the CITY, and this agreement will be amended to incorporate these requirements.

3.10. Nondiscrimination

The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, or national origin. CONSULTANT will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age, handicap, or national origin. Such action shall include, but not be limited to employment upgrading, promotion, demotion, termination, rates of pay, or other forms of compensation, and selection for training. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this equal opportunity clause. CONSULTANT shall, in all solicitations or advertisements for employees placed by, or on behalf of the CONSULTANT, state that they are an equal opportunity employer.

3.11. Termination

- A. The CITY, may in writing, suspend all or any part of work for such a period the CITY deems appropriate.
- B. This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- C. This Agreement may be terminated by the CITY upon not less than seven days written notice to the CONSULTANT in the event that the Project is permanently abandoned. If the Project is abandoned by the CITY for more than 90 consecutive days, the CONSULTANT may terminate this Agreement by giving written notice.
- D. In the event of termination, the CONSULTANT shall be compensated for the reasonable value of services performed prior to termination, together with reimbursable expenses then due.

3.12. Allocation of Risk

- A. The CONSULTANT agrees to indemnify and hold the CITY harmless from and against any loss or damage resulting solely from the failure of the CONSULTANT to perform any duty or obligation expressly undertaken by the CONSULTANT pursuant to the terms of this Agreement or the negligent performance or failure to perform by the CONSULTANT of any such express duty or obligation.
- B. CONSULTANT will conduct the research that in their professional opinion is necessary to determine the viability of re-using existing equipment and materials in the design of the project. The CITY recognizes that CONSULTANT's research may not identify all defects and that the information and inspection upon which CONSULTANT relies may contain errors or may not be complete. Given the inherent limitations of such inspections, CONSULTANT's recommendations shall not be relied upon by any party as a warranty of the condition of the existing equipment or materials. The extent of the risk the CITY wishes to accept in reusing existing equipment or materials is something the CITY must determine.
- C. The CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees from and against all claims or suits asserted or prosecuted by third parties to the extent arising directly out of error, omission, or negligent act of the CONSULTANT or its sub-CONSULTANTS; and the CONSULTANT at its own expense, shall defend the CITY in all such litigation, pay all attorney's fees, damages, court costs and other expenses arising out of such litigation; and at its own expense, shall satisfy and cause to be discharged judgments as may be obtained against the CITY or any of its officers, agents or employees pursuant to such litigation.
- D. The CONSULTANT shall be given written notice of the assertion of such claims or suits promptly after such matters are brought to the attention of the CITY and subject to the assent of the City Attorney, which assent shall not be unreasonably withheld or delayed, and shall be permitted to participate in the defense and settlement of any such suits or claims. Nothing contained herein, however, is intended to confer on any third party any rights or benefits hereunder; nor is the foregoing indemnification obligation intended to alter or extend the CONSULTANT's liability for failure to comply with the terms of the contract or for professional or personal negligence or misconduct.
- E. In no event will either party be liable for punitive, multiple, enhanced, incidental, indirect or consequential damages, including loss of profits, even if any of the parties should have been aware of the possibility of such damages.

3.13. Entire Agreement; Waiver

This contract contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This contract supersedes any and all previous agreements, whether written or oral, between the parties. A waiver by any party of any breach or default by the other party under this contract shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default here under.

3.14. Headings

The headings in this contract have been inserted for convenient reference and shall not be considered in any questions of interpretation or construction of the contract.

3.15. Severability

The provisions of the contract are severable and independent, and if any such provision shall be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision, to the extent enforceable in any jurisdiction, shall, nevertheless, be binding and enforceable.

3.16. Controlling Law

This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio, and any action with respect to this engagement shall be filed in the Franklin County, Ohio in a court of competent jurisdiction. The CONSULTANT further shall obey or satisfy all lawful rules, regulations and requirements issued or promulgated under said respective laws by any duly authorized City, State or Federal officials.

PART 4 – PAYMENTS TO CONSULTANT

4.01 Fee for General Consultation Services

CITY agrees to compensate CONSULTANT an annual amount ~~totaling not to exceed~~ **Seventy-five Thousand Dollars and no cents (\$75,000.00)** for the general engineering services outlined in Scope of Services, Section 1.01 General Consultation / City Engineer Services. Payment for services provided under Section 1.01 of the Scope of Services shall be hourly not to exceed without prior authorization of the CITY. Labor fees will be computed per the time rates established in Exhibit B. Invoices will be submitted monthly.

4.02. Direct Personnel Expense

Direct Personnel Expense is defined as the direct salaries of the CONSULTANT's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits. Direct Personnel Expenses are paid by CONSULTANT.

4.03. Reimbursable Expenses

- A. Reimbursable Expenses include expenses incurred by the CONSULTANT in the interest of the Project for:
 1. Expense of transportation in connection with travel required to carry out the scope of services;
 2. Long-distance communications;
 3. Fees paid by the CONSULTANT for securing approval of authorities having jurisdiction over the Project; in general, all approval fees shall be paid up front by the CONSULTANT and reimbursed by the CITY and as such are not within the not-to-exceed fee limit established by the CONSULTANT;
 4. Reproductions; and
 5. Postage and handling of Drawings and Specifications.
- B. Reimbursable expenses must be anticipated and quantified by the CONSULTANT and included in the Project Proposal. In the event that expenses exceed original estimates, the CONSULTANT may request from the CITY additional compensation.

4.04. Payment of Invoices

- A. Invoices are due and payable within 30 days of receipt.
- B. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

4.05. Independent Consultant/Employment Taxes

- A. The CONSULTANT shall be and remain an independent contractor with respect to all services performed hereunder and shall accept full exclusive liability for the payments of any and all contributions or taxes for Social Security, unemployment benefits, pensions, and annuities now or hereafter imposed under any State or Federal laws which are measured by the wages, salaries, or other remuneration paid to persons employed by the CONSULTANT on work performed under the terms of this agreement. The CONSULTANT shall indemnify and save harmless the CITY from any contributions, taxes or liability referred to in this article. CONSULTANT is not an employee of the CITY.
- B. While the CONSULTANT shall be required to render services described hereunder during the term of the contract, nothing herein shall be construed to imply that the City shall have or may exercise any right of control over CONSULTANT with regard to the manner or method of its performance of services hereunder. Except as expressly provided herein, none of the parties shall have the right to bind or obligate the others in any manner without the prior written consent of the other parties.

City of Reynoldsburg, Ohio
General Engineering and Professional Services

IN WITNESS WHEREOF, the parties hereto have executed the Agreement, the effective date of which is indicated on Page 1.

City Of Reynoldsburg (CITY)

By: _____
Mayor

Name: Brad McCloud

Date: _____

By: _____
Clerk of Council

Ordinance: _____

APPROVED AS TO FORM

By: _____
City Attorney

Date: _____

EMH&T, Inc. (CONSULTANT)

By: _____
Authorizing Agent

Name: Sandra C. Doyle-Ahern

Date: _____

EXHIBIT A
General Project Proposal Format

[Date]

[Name of Recipient]

[Title]

[Address]

Subject: [Professional Services for.....]

Dear [Name of Recipient],

Provide scope of service(s) for project and its phase(s). Phase(s) to be as directed by CITY.

STUDY AND REPORT PHASE

Prepare studies and analysis and reports as directed by CITY's project representative.

DESIGN PHASE

In consultation with CITY, determine general scope, extent, and character of individual project. Provide technical design, technical criteria, topographic or other survey as needed, preparation of easement descriptions as needed, prepare bid documents, plans, and specifications, prepare and pursue necessary permits, furnish drawings, prepare opinions of probable costs, assist in bidding and preparation of construction documents. In essence, provide CITY with complete level of design services from original scope detail through the bidding and selection of contractor.

CONSTRUCTION PHASE

Offer to CITY construction engineering services as authorized by CITY project representative. Such services may include general administration of construction contracts, site observation of construction, interpretation of contract documents, assisting City obtain needed materials testing services, dispute resolution, review and approval of change orders, review and approval of contractor pay requests, preparation of final inspection reporting and review and/or preparation of as-built drawings.

ADDITIONAL SERVICES

There may be special services needed to meet the goal and objectives of the City. They include but are not limited to the following:

- Attend community meetings or represent CITY at County, State, or Regional meetings.
- Assist CITY in preparation applications for grant funding.
- Right of Way/ Easement Acquisition.
- Preparation of master utility plans, including technical modeling, reliability and capacity analysis.
- Perform wetland or other environmental engineering analysis.
- Preparation of management plans.
- Geographic information services
- Traffic/Signal engineering or traffic calming studies.
- Other related services as may be requested and directed by the CITY's Project Representative.

ANTICIPATED HOURS/COMPENSATION

City of Reynoldsburg, Ohio
General Engineering and Professional Services

Services shall be provided on an hourly, or lump sum as determined by the CITY and CONSULTANT and as described in section I.02.C of this contract.

Fees are to be negotiated for each individual project. Anticipated hours are to be provided with each Project Proposal. Detail effort by providing the anticipated hours by the client manager, project manager, and support staff to satisfy the scope requirements of each project.

SCHEDULE

Provide schedule of services.

EXHIBIT B
Rate Schedule

Exhibit B – Rate Schedule

The CITY agrees to pay CONSULTANT as compensation for services performed as required by Part 4 of the Agreement a fee in accordance with the following hourly rates:

Description	CY 2014-2015 Rates
<i>Labor Rates</i>	
Principal	\$150
Senior Engineer/ Project Manager	\$120
Engineer II	\$105
Engineer I	\$85
Engineer Aide	\$78
Senior Surveyor	\$105
Surveyor II	\$90
Surveyor I	\$80
Senior Environmental Scientist	\$98
Environmental Scientist II	\$86
Environmental Scientist I	\$70
Senior Planner	\$98
Landscape Architect / Planner	\$85
Project Designer II	\$72
Project Designer I	\$66
Construction Project Manager	\$110
Senior Construction Representative	\$80
Construction Inspector II	\$70
Construction Inspector I	\$60
Survey Field Crew	\$144
Administrative / Clerical	\$55
<i>Reimbursable Expenses</i>	
Stakes, prints, postal, special deliver and miscellaneous items	At Cost
Mileage	Current IRS Rate
Filing fees, subconsultant services, permitting fees, etc.	Actual Fee Plus 5%

Whenever it is deemed necessary by the CITY, acting through the Mayor or the Mayor's designated representative, for employees of the CONSULTANT to work more than forty (40) hours per week, overtime compensation of one and one-half times the regular rate shall be paid for all hours worked over forty (40) per week in accordance with the Fair Labor Standards Act of the United States.

Scorer	Highest Scoring	2nd Highest Score
Mayor	EMH& T	American Structurepoint
Service Director	EMH& T	OHM
Development Director	* Acting as Service Director	
Parks & Recreation Director	EMH& T	CT
Councilman Luzader	EMH& T	CT
Councilman Cotner	EMH& T	CT

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

DATE: **December 9, 2019**

TO: **Finance and Administration Committee**

RE: **Contract for City Insurance for 2020**

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
---------------------------	-----------------------	----------------------------

Emergency/Suspension: Emergency

Reason For Emergency: 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, 2020 and ending December 31, 2020 with Willis of Ohio and its related companies in the amount not to exceed \$240,000 and declaring it as an emergency.

Explanation of legislation and need to have property, liability, automobile and cyber coverage in effect on January 1, 2020.

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT FOR
CITY INSURANCE FOR 2020, TO WAIVE COMPETITIVE BIDDING, AND
DECLARING AN EMERGENCY**

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

SECTION 1. That the Mayor be and is hereby authorized to enter into contract for City property, liability, automobile, and cyber insurance coverage for a one year period beginning January 1, 2020 and ending December 31, 2020 with Willis of Ohio, Inc. and its related

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

companies in the amount not to exceed two-hundred forty thousand dollars (\$240,000.00).

SECTION 2. That pursuant to Reynoldsburg City Code Section 175, competitive bidding for said insurance is hereby suspended.

SECTION 3. That this ordinance is deemed to be an emergency measure necessary for the financial needs of the city and further that the current policy expires on December 31, 2019; wherefore upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.

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

DATE: December 9, 2019

TO: Finance and Administration Committee

RE: Renew Delta Dental Employee Contract

Approval:

Pending Brad McCloud	Pending Jed Hood	Pending Stephen Cicak
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Emergency/Suspension: Emergency

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

To secure dental coverage for employees on January 1, 2020.

**AN ORDINANCE AUTHORIZING RENEWAL OF THE CITY'S DENTAL
INSURANCE COVERAGE WITH DELTA DENTAL FOR THE PERIOD FROM
JANUARY 1, 2020 THROUGH DECEMBER 31, 2021, AND DECLARING AN
EMERGENCY**

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

SECTION 1. That the Mayor be and is hereby authorized and directed to renew the City's dental insurance coverage with Delta Dental for the period from January 1, 2020 through December 31, 2021.

SECTION 2. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the city and further to have the dental insurance plan in place on January 1, 2020; wherefore, upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.



P.O. Box 30416
Lansing, MI 48909-7916

<https://www.DeltaDentalOH.com>

November 25, 2019

Ms. Cindy McDermott
Willis of Ohio, Inc.
775 Yard St Ste 200
Columbus, OH 43212-3891

Dear Ms. McDermott,

Thank you for your continued support of Delta Dental. We value our relationship with you and your clients, and we appreciate your business. Please find enclosed a copy of the contract effective January 1, 2020 between Delta Dental and City of Reynoldsburg, Client Number 0280-0001.

Please review this contract with your client and return the signed contract to Delta Dental at your earliest convenience. If you have any questions or concerns, please contact me at (614) 776-2309. The signed contract may be sent to my attention at:

Delta Dental
Attn: Adam Q Clifton
5600 Blazer Parkway, Suite 150
Dublin, OH 43017

If we are not in receipt of the signed contract by the effective date, we will consider remittance of payment as acceptance of the contract, and we will begin administering the client's dental benefits accordingly. By permitting us to do so, your client accepts the terms of this contract in full and agrees that this contract is binding, even if you do not return a signed copy of the contract to us.

Again, thank you for your business. We look forward to providing your client with the best dental benefits programs and services available.

Sincerely,

Adam Q Clifton
Account Manager

CC: Mr. Brad McCloud



P.O. Box 30416
Lansing, MI 48909-7916

Mr. Brad McCloud
Mayor
City of Reynoldsburg
7232 E Main St
Reynoldsburg, OH 43068-2014

Attachment: Delta Dental City of Reynoldsburg 2020 Contract (Delta Dental Contract for 2020)



Delta Dental Contract For City of Reynoldsburg

This Contract ("Contract") is entered into by and between City of Reynoldsburg (the "Contractor") and Delta Dental Plan of Ohio, Inc., an Ohio non-profit corporation ("Delta Dental"). This is a legally binding contract between the Contractor and Delta Dental and is effective on January 1, 2020, the ("Effective Date").

SECTION I - DECLARATIONS

The Benefits afforded are only with respect to such benefits as are indicated in this Contract, including the Summary of Dental Plan Benefits. Delta Dental's liability is limited to the Benefits stated herein; subject to all the terms of this Contract having reference thereto. This Declarations Section and the Summary of Dental Plan Benefits supersedes any contrary provision of the subsequent sections of this Contract.

A. Effective Date: 12:01 A.M. Standard Time, January 1, 2020

B. First Renewal Date: January 1, 2021

C. Client Number: 0280-0001

D. Rate(s):

Composite - \$99.27 per month per Enrollee

This rate is contingent upon 100 percent enrollment of the eligible members of the defined group and their eligible dependents. Rates do not include any applicable claims taxes.

DELTA DENTAL PLAN OF OHIO, INC.

BY:

President and CEO

DATE: November 25, 2019

CONTRACTOR

BY:

(Authorized Signature)

(Title)

BY:

(Witnessed By)

(Title)

DATE:

Attachment: Delta Dental City of Reynoldsburg 2020 Contract (Delta Dental Contract for 2020)

SECTION II. Definitions

A. Contract

This document, including the Certificate and applicable Summary (ies) of Dental Plan Benefits (the terms of which are incorporated herein), and, if applicable, any appendices, supplements, riders, successor agreements, renewal letters, or renewals now or hereafter issued or executed.

B. Rate

The amount, per Enrollee and Enrollee classification, the Contractor agrees to pay Delta Dental® each month. This amount, or the information necessary to compute it, is specified in the Declarations Section.

Any capitalized terms not defined herein are defined in the Certificate.

SECTION III. Eligibility

A. Eligibility Requirements and Waiting Periods for Members

Eligibility requirements and waiting periods for Members are set forth in the Certificate and the applicable Summary(ies) of Dental Plan Benefits.

B. General Eligibility Rules

No person will be eligible for Benefits under this Contract unless the Contractor has either currently enrolled that person as an Enrollee or currently listed or acknowledged that person as a Dependent. Contractor shall provide eligibility information in accordance with Section V B. of this Contract.

C. Termination of Eligibility

Eligibility for Benefits will terminate for all Members under this Contract at the earlier of:

1. The termination of this Contract; or
2. Midnight of the last day of the month for which payment has been made if the Contractor fails to make the payments required by this Contract.

Eligibility of an individual Member will also terminate under the following circumstances:

1. The Member ceases to meet the definition of an Enrollee or a Dependent as defined by this Contract;
2. The Member fails to comply with the eligibility requirements of this Contract; or
3. The Member commits fraud or misrepresentation in the submission of any claim.

A Member whose eligibility is terminated may not continue group coverage under this Contract, except as required by the continuation coverage provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985, or comparable, non-preempted state law ("COBRA"). An affiliate of Delta Dental also may offer coverage under an individual direct payment policy to a Member whose eligibility is terminated.

D. Continuation Coverage – COBRA

The other provisions of this Contract notwithstanding, eligibility for Benefits will continue for a person who is required to be provided with and elects continuation coverage pursuant to COBRA, provided:

1. Continuation coverage is required to be provided under COBRA, the person elects COBRA coverage and the Contractor notifies Delta Dental that the person is eligible for Benefits under COBRA. Not all employers are subject to the continuation coverage requirements contained in COBRA. For those that are not, this Section III.D. does not apply. Contractor should consult with its legal counsel to determine how and when the law applies.
2. Continuation coverage shall only be in effect up to the first day of the month after the person notifies the Contractor that he or she no longer wants coverage from Delta Dental, the date a COBRA premium payment was due and was not remitted by the end of the COBRA Grace Period, or until the end of that person's continuation coverage period, whichever occurs first.
3. Further, if the Contractor fails to make payments required by this Contract, continuation coverage shall only remain in effect until the last day of the month for which payment has been made to Delta Dental by the Contractor; provided, however, that any payment for COBRA continuation coverage received during a period that is 30 days following the date the COBRA premium payment was due (the "COBRA Grace Period") will provide continuation coverage from the due date. A person's coverage may be retroactively reinstated for the

60-day COBRA "election" period if the Contractor pays the applicable rate for the period within the 45-day period following the date of the COBRA election. Delta Dental may, at its sole option and without notice, continue coverage, if legally required.

4. Continuation coverage will not continue beyond the termination of this Contract.
5. The person who is receiving continuation coverage is responsible for the costs of any services provided after he or she is no longer eligible for continuation coverage under this Section III.D.
6. Contractor shall be solely responsible for identifying Members entitled to COBRA continuation coverage. Contractor shall provide all required notices, collect all necessary payments, and otherwise administer all facets of its COBRA program. In the event that Contractor continues to provide eligibility information to Delta Dental for a Member during the COBRA election period, as opposed to terminating coverage and then retroactively reinstating the Member upon the Member's election of COBRA coverage, Contractor shall be liable for any Benefits paid or Rates due during that period if the Member ultimately does not elect COBRA coverage.
7. The monthly Rate that must be paid on behalf of any person who is provided coverage under this Section III.D. will be based on the COBRA continuation coverage rates in effect during that month.
8. A person who continues coverage will be considered to be a Member under this Contract and the dental care certificate as long as coverage is provided under this Section III.D.
9. Delta Dental does not assume any of the obligations assigned by COBRA to the Contractor or any employer (including the obligation to notify potential beneficiaries of their rights or options under COBRA), and the Contractor agrees that it will perform those obligations in full.

E. Loss of Eligibility During Treatment

1. If a Member loses eligibility while receiving dental treatment, only Covered Services received while that person was eligible under the Contract will be payable.
2. Certain services begun before the loss of eligibility may be covered if they are completed within a 60 day period measured from the date of termination. In those cases, Delta Dental evaluates those services in progress to determine what portion may be paid by Delta Dental.

SECTION IV. Benefits

Delta Dental agrees to provide Benefits to Members in accordance with the terms and conditions set forth in this Contract and the policies and procedures of Delta Dental.

SECTION V. Agreements

A. Delta Dental Agrees:

1. To provide all claims processing, service, and administration of Benefits to Members of the Contractor subject to the terms and conditions of this Contract.
2. To provide to the Contractor, for submission to the Enrollee, a Certificate of the Benefits provided pursuant to this Contract.
3. To endeavor to enlist Dentists to become Participating Dentists in sufficient number to ensure an adequate choice of Dentists, and to make periodic checks as to the adequacy of care provided by Dentists to Members covered by this Contract. Delta Dental is not required to provide a dental appointment to a Member.
4. To contractually require each Participating Dentist to schedule and render all dental treatment provided under this Contract according to the standards of the dental profession in the community in which the dental procedures are rendered.
5. Consistent with any applicable law protecting the confidentiality of a patient's health records, data, or information, to make standard reports available to the Contractor or Plan Sponsor upon request for no additional charge and to provide agreed-to, non-standard reports on a time and materials basis.
6. To provide a copy of the Certificate, Summary(ies) of Dental Plan Benefits and Delta Dental's Notice of Privacy Practices to Contractor for distribution to Enrollees at the Contractor's or Plan Sponsor's expense.

B. Contractor Agrees:

1. Unless otherwise stated in the Declarations Section of this Contract, to pay Delta Dental the monthly Rate specified in the Declarations Section of this Contract as billed by Delta Dental, with no payment adjustments for updates not yet reflected on the monthly invoice. To ensure timely coverage, unless otherwise stated in the

Declaration Section of this Contract, the amount to be paid will be due by the 5th of the month of the intended coverage. For example, the premium for April coverage is due on April 5th. If payment is not received by the due date, Delta Dental shall, at its sole discretion, have the right to suspend claims processing, unless otherwise stated in the Declaration Section of this Contract. Coverage will terminate effective the first day of the coverage month if Delta Dental receives no payment by the end of the coverage month.

Delta Dental may, at its sole option, send notification to the Contractor of an adjustment in Rates, Benefits, or Copayments to correct potential adverse group experience resulting from the following:

- a. Information provided upon enrollment proves to be in error; or
- b. Terms and provisions of the Contract are materially violated; or
- c. Initial size or composition of the group changes by ten percent (10%) or more unless otherwise set forth in the Declarations section of this Contract; or
- d. Monthly invoices are not paid as billed.

Delta Dental will provide the Contractor written notice 30 days prior to implementing any adjustment. If the Contractor refuses to accept this adjustment, Delta Dental may, in its sole discretion, terminate this Contract.

- 2. To pay all premiums in accordance with subparagraph 1 above in full, irrespective of any Member contributions or COBRA payments. Delta Dental shall not be responsible for collecting Members' contributions or COBRA payments.
- 3. To enroll as Members with Delta Dental all eligible employees, retirees or members of the Contractor, including that employee's, retiree's or member's Dependents, who enroll for Benefits during the enrollment periods set forth in the Certificate. Contractor shall not enroll any employees, retirees or members of the Contractor, or any such person's Dependents, at any time other than during the enrollment periods set forth in the Certificate. Contractor shall provide to Delta Dental, in a format requested by Delta Dental, an initial enrollment file prior to the initial Effective Date of this Agreement
- 4. To provide Delta Dental with all eligibility data needed to process claims under this Contract. Eligibility data shall be provided in a timely manner, which in the case of electronic eligibility files shall in no event be less than monthly, and in the format requested by Delta Dental. Delta Dental will not accept additions, terminations, and/or retroactive eligibility updates more than six (6) months after the date of a Member's change in eligibility. Notwithstanding the foregoing, if the Contractor requests that a Member's eligibility be terminated retroactively and a claim was incurred for that Member or any member of that Member's family after the requested termination date, eligibility for that Member and the Member's entire family will continue at the expense of the Contractor until the end of the month in which the claim was incurred. In no event will any Rate adjustments for time periods greater than six months be made for retroactive terminations, and no credits will be issued for any month in which claims were incurred.
- 5. To permit Delta Dental, by its auditors or other authorized representatives, on reasonable advance written notice, to inspect the Contractor's records to verify the accuracy of the eligibility data submitted to Delta Dental. In the event of a discrepancy, Contractor agrees to reconcile any errors in payment with Delta Dental.
- 6. To provide each Enrollee with copies of the Certificate, the applicable Summary of Dental Plan Benefits, and all privacy notices as may be required by any applicable federal or state law, at such intervals as may be required by law from time to time.
- 7. To pay for any agreed-to, non-standard reports on a time and materials basis.
- 8. To consult as necessary with its own legal counsel regarding the selected covered benefits and to be responsible for determining all potential tax consequences relating to the covered benefits it selects.

SECTION VI. General Provisions

- A. Independent Contractors. Dentists providing services are independent contractors, and neither the Contractor nor Delta Dental will be liable for any act or omission of any Dentist, his or her employees or agents, or any person providing dental or other professional services to Members.
- B. Binding Effect. All Members, by enrolling in This Plan, are bound by the terms and conditions of this Contract.
- C. Payment Limitations. Delta Dental will make no payment for services or supplies if a claim for such has not been received by Delta Dental within one year following the date the services or supplies were furnished.

- D. Marketing Materials.** Except for those standard documents and materials Delta Dental generates to administer This Plan, neither Party shall publish or distribute any materials regarding This Plan without the prior written approval of the other Party.
- E. Legal Action.** Unless otherwise prohibited by applicable state or federal law, no action or legal claim arising out of or related to this Contract shall be brought against Delta Dental unless Contractor, or the Member, has first provided Delta Dental with at least sixty (60) days advance written notice of such claim. Notwithstanding the foregoing, in any event, no action shall be brought by either Party or a Member more than three years after the legal claim first arose, or after expiration of the applicable statute of limitations, whichever is shorter.
- F. Indemnification.**
- 1.** Contractor agrees to indemnify and hold harmless Delta Dental, its affiliates, directors, officers, and employees from and against any and all losses, claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses related to the defense of any claims) resulting from or arising out of: (i) a breach of this Contract by Contractor, its officers, directors, employees, agents or Members; or (ii) any negligent or willful act or omission by Contractor, its officers, directors, employees, agents or Members.
 - 2.** Delta Dental agrees to indemnify and hold harmless Contractor, its affiliates, directors, officers, and employees from and against any and all losses, claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses related to the defense of any claims) resulting from or arising out of: (i) a breach of this Contract by Delta Dental, its officers, directors, employees or agents; or (ii) any negligent or willful act or omission by Delta Dental, its officers, directors, employees or agents.
 - 3.** A Party seeking indemnification shall (i) promptly notify the indemnifying Party in writing of the claim, suit or proceeding for which indemnification is sought; (ii) permit the indemnifying Party to control the defense or settlement of the claim, suit or proceeding; (iii) reasonably cooperate with the indemnifying Party (at the indemnifying Party's expense); and (iv) have the right to provide for its separate defense at its own expense. In no event, shall the indemnifying Party settle a claim, suit or proceeding without first obtaining the written consent of the other Party. Any release obtained as a result of settlement must contain a release of all claims against the non-indemnifying Party as well as its officers, directors, and employees.
- G. Dispute Resolution.** Delta Dental will establish procedures for resolving all questions raised by a Dentist, a Contractor, or a Member in regard to claims for Benefits allowed or denied under the terms of this Contract. These procedures will be used both for the initial determination of those questions and for the resolution of appeals made on the basis of those initial determinations. To the extent the benefit plan sponsored by the Contractor is governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), the procedures established for determining the Benefits to which a Member is entitled will comply with the requirements set forth in ERISA Section 503 as applicable to a limited scope dental benefit plan, and the regulations thereunder, for providing a "full and fair review" of all benefit claims. The ERISA-required claims procedures will be set forth in detail in the Certificate that is to be distributed to Enrollees and that describes the Benefits under this Contract. All determinations made according to this procedure will be final and binding on the Dentist, the Contractor, and the Member; provided, however, that the Member may exercise his or her legal rights after this determination as described in the Claims Appeal Procedure contained in the Certificate.
- H. Severability.** If any provision of this Contract is in violation of the laws of the State in which this Contract was issued, that provision shall be deemed to be void, but the invalidation of that provision will not otherwise impair or affect the rest of the Contract. When any provision in this Contract is in conflict with such laws, the rights, duties and obligations of Delta Dental, the Contractor and all Members shall be governed by such laws.
- I. Compliance with Applicable Law.** This Contract is subject to change if, in the future, federal and state laws and regulations require Delta Dental or the Contractor to comply with such laws and regulations. Should any such change to this Contract be necessary by law, the Contractor will receive written notice from Delta Dental informing the Contractor of the reasons for any change to the Contract and the process by which the Contractor will receive an amended Contract.
- J. Additional Services.** Delta Dental may from time to time provide additional services or coverage by rider or other notice. Delta Dental may withdraw those services or coverage at any time after giving notice.
- K. Notices.** Any notice required or permitted to be given by this Contract will be considered given if in writing and personally delivered, or if in writing and deposited in the United States mail with postage prepaid, addressed to the person at their last address of record.
- L. Amendment and Assignment.** No agent has authority to change any part of this Contract. No changes to this Contract will be valid unless both Parties approve them in writing. Delta Dental shall have the discretion to assign its rights and responsibilities under this Contract to an affiliated entity. If Delta Dental chooses to assign its rights and responsibilities, it shall assign them to an appropriately licensed entity capable of performing similar functions at similar levels as Delta

Dental. Delta Dental shall serve written notice of the assignment to Contractor and said notice shall provide the name and address of the assignee. Neither this Contract nor any part of it shall be assigned by Contractor without the prior written consent of Delta Dental, and any attempt at assignment by Contractor without such consent by Delta Dental shall be null and void. Subject to the foregoing limitation, this Contract shall be binding upon the parties and their respective successors and assigns.

- M.** Subrogation. To the extent that This Plan provides or pays Benefits for Covered Services, Delta Dental is subrogated to any right the Member may have to recover from another, his or her insurer, or under his or her "Medical Payments" coverage or any "Uninsured Motorist," "Underinsured Motorist," or other similar coverage provisions.
- N.** Right of Recovery Due to Fraud. If Delta Dental pays for services or supplies that were sought or received under fraudulent, false, or misleading pretenses or circumstances, pays a claim that contains false or misrepresented information, or pays a claim that is determined to be fraudulent due to the acts of the Contractor, and/or Member, it may recover that payment from the person or entity that committed such fraud. Delta Dental may recover any payment determined to be based on false, fraudulent, misleading, or misrepresented information by deducting that amount from any payments properly due to the person(s) or entity(ies) that committed such fraud. Delta Dental will provide an explanation of the payment being recovered at the time the deduction is made.
- O.** Force Majeure. Unless otherwise stated in the Declarations Section of this Contract, neither Delta Dental (including its agents, directors, officers, and employees) nor Contractor shall be liable for delays in performance due to circumstances beyond their reasonable control. Each party shall be excused from performance under this Contract and shall have no liability to the other party for any period during which it is prevented from performing any of its obligations (other than payment obligations), in whole or in part, as a result of delays caused by the other party or by an act of God, war, terrorism, civil unrest, civil disturbance, court order, labor dispute, or other cause beyond its reasonable control, and such nonperformance shall not be a default under or grounds for termination of this Contract. Notwithstanding the foregoing, Force Majeure shall not excuse Contractor's payment obligations under this Contract.
- P.** Assignment of Benefits. Unless otherwise stated in the Declarations Section of this Contract, Benefits to Members are for the personal benefit of those Members and cannot be transferred or assigned; provided, however, Delta Dental shall pay Participating Dentists directly on behalf of Members.
- Q.** Governing Laws. This Contract will be governed by and interpreted under the laws of the State of Ohio.
- R.** Legally Mandated Benefits. If any applicable law requires broader coverage or more favorable treatment for a Member than is provided by this Contract, that law shall control over the language of this Contract.
- S.** Entire Agreement. This Contract constitutes the entire agreement between the Parties.
- T.** Effect of Errors on Coverage. Typographical or administrative errors shall not deprive a Member of Benefits. Neither shall such errors create any rights to additional benefits not in accordance with all of the terms, conditions, limitations, and exclusions of this Contract.
- U.** Bankruptcy or Insolvency. Contractor shall notify Delta Dental immediately in the event of bankruptcy or other insolvency. Delta Dental reserves all rights and remedies with respect to the Contractor's bankruptcy or other insolvency, including but not limited to, the right to automatically terminate or modify performance under this Contract to the extent permitted by applicable law.

SECTION VII. Coordination of Benefits

All Benefits under this Contract shall be subject to the coordination of benefits provision set forth in the Certificate.

SECTION VIII. Term and Termination

This Contract shall remain in full force and effect for the initial term commencing on the Effective Date and continuing until the First Renewal Date, as specified in the Declarations Section. Thereafter, the Contract may be renewed for subsequent terms as specified in the Declarations Section or in a renewal letter, unless Contractor or Delta Dental provides written notice of its intent not to renew at least thirty (30) days prior to the expiration of the then current term. Delta Dental shall have the option of terminating this Contract if:

- A.** The Contractor fails to make a required payment before expiration of the Grace Period specified; or
- B.** Delta Dental cancels pursuant to Section V.B.1 of this Contract; or
- C.** The size of the group changes by ten percent (10%) or more, or the composition of the group materially changes from the time of initial application, and Delta Dental elects not to exercise its rating rights as set forth in Section V.B.1; or

- D.** The Contractor permits Enrollees and/or Dependents to enroll in This Plan outside of the Open Enrollment Period and/or the Special Enrollment Periods set forth in the Certificate; or
- E.** The Contractor has otherwise materially breached this Contract.

Unless otherwise stated in the Declarations Section of this Contract, the Contractor may terminate this Contract without cause by providing Delta Dental with thirty (30) days prior written notice.

Upon termination of this Contract, the Contractor is liable to Delta Dental for any Rate that was then due and unpaid. In the event this Contract terminates mid-month, Contractor shall be liable to Delta Dental for all premiums due and owing through the end of the month in which termination occurs.

SECTION IX. Confidentiality and Disclosure

- A.** The Parties acknowledge that in the course of performing under this Contract each Party may be provided with or given access to information, in oral, recorded or written form, that is proprietary and confidential to the other Party (collectively referred to as the "Confidential Information"). Such Confidential Information includes, but is not limited to: information regarding the other Party's management, business, organizational structure, policies, procedures, business relationships, intellectual property, copyrights, patents, trademarks, software, data, databases, system designs, specifications, documentation, code, architecture, structure, algorithms, techniques, processes, protocols, product materials, notes, slides, ideas, Maximum Approved Fees, Allowed Amounts, preferred provider reports, actuarial formulas, providers' personal information, and financial terms of this Contract.
- B.** Confidential Information shall not include any information that:
 - 1.** Is already known to the Party at the time of the disclosure (as evidenced by written documentation existing at that time);
 - 2.** Is generally available to the public or becomes publicly known through no wrongful act of a Party; or
 - 3.** Is received by a Party from a third-party who had a legal right to provide it (as evidenced by written documentation existing at that time).
- C.** The Parties each will make all reasonable, necessary and appropriate efforts to safeguard each other's Confidential Information. Each Party will safeguard the other's Confidential Information to the same extent that it safeguards information relating to its own business, which in no event will be less than the safeguards that a reasonably prudent business would exercise under similar circumstances.
- D.** Each Party agrees not to use, distribute or exploit each other's Confidential Information, in whole or in part, for its own benefit or that of any third party and will not disclose such Confidential Information to any other person or entity without each other's prior written consent. A Party shall be responsible for any breach of this Contract by its employees, authorized subcontractors, agents or representatives.
- E.** Notwithstanding anything to the contrary in this Section, the Parties shall be permitted to disclose Confidential Information as required by order of a court of law, administrative agency, or other governmental body; provided, however, the Party shall provide reasonable advance written notice to the other Party to the extent allowed by law in order to allow that Party the opportunity to seek a protective order or otherwise limit such disclosure, and the disclosing Party shall reasonably cooperate with the other Party to limit any such disclosure or to seek a protective order. If a Party is nonetheless required to disclose the other Party's Confidential Information, said Party shall only disclose the minimum information necessary to respond to the legal request. Notwithstanding the foregoing, Delta Dental shall not be required to provide Contractor notice prior to responding to governmental agency subpoenas regarding potential provider fraud or abuse.



**Delta Dental PPO (Point-of-Service)
Summary of Dental Plan Benefits
For Group# 0280-0001
City of Reynoldsburg**

This Summary of Dental Plan Benefits should be read along with your Certificate. Your Certificate provides additional information about your Delta Dental plan, including information about plan exclusions and limitations. If a statement in this Summary conflicts with a statement in the Certificate, the statement in this Summary applies to you and you should ignore the conflicting statement in the Certificate. The percentages below are applied to Delta Dental's allowance for each service and it may vary due to the dentist's network participation.*

Control Plan – Delta Dental of Ohio

Benefit Year – January 1 through December 31

Covered Services –

	Delta Dental PPO Dentist Plan Pays	Delta Dental Premier Dentist Plan Pays	Nonparticipating Dentist Plan Pays*
Diagnostic & Preventive			
Diagnostic and Preventive Services – exams, cleanings, fluoride, and space maintainers	100%	100%	100%
Emergency Palliative Treatment – to temporarily relieve pain	100%	100%	100%
Brush Biopsy – to detect oral cancer	100%	100%	100%
Radiographs – X-rays	100%	100%	100%
Basic Services			
Minor Restorative Services – fillings and crown repair	75%	75%	75%
Endodontic Services – root canals	75%	75%	75%
Periodontic Services – to treat gum disease	75%	75%	75%
Oral Surgery Services – extractions and dental surgery	75%	75%	75%
Major Restorative Services – crowns	75%	75%	75%
Other Basic Services – misc. services	75%	75%	75%
Relines and Repairs – to prosthetic appliances	75%	75%	75%
Major Services			
Prosthodontic Services – bridges, implants, dentures, and crowns over implants	75%	75%	75%
Orthodontic Services			
Orthodontic Services – braces	75%	75%	75%
Orthodontic Age Limit –	up to age 19	up to age 19	up to age 19

* When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. This amount may be less than what the Dentist charges or Delta Dental approves and you are responsible for that difference.

- Oral exams (including evaluations by a specialist) are payable twice in any period of 12 consecutive months.
- Prophylaxes (cleanings) are payable twice in any period of 12 consecutive months.
- People with specific at-risk health conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her dentist about treatment.
- Fluoride treatments are payable twice in any period of 12 consecutive months for people age 18 and under.
- Bitewing X-rays are payable once in any period of 12 consecutive months and full mouth X-rays (which include bitewing X-rays) are payable once in any five-year period.
- Composite resin (white) restorations are Covered Services on posterior teeth.
- Porcelain and resin facings on crowns are optional treatment on posterior teeth.
- Implants are payable once per tooth in any five-year period. Implant related services are Covered Services.
- Crowns over implants are payable once per tooth in any five-year period. Services related to crowns over implants are Covered Services.

Having Delta Dental coverage makes it easy for you to get dental care almost everywhere in the world! You can now receive expert dental care when you are outside of the United States through our Passport Dental program. This

program gives you access to a worldwide network of dentists and dental clinics. English-speaking operators are available around the clock to answer questions and help you schedule care. For more information, check our Web site or contact your benefits representative to get a copy of our Passport Dental information sheet.

Maximum Payment – \$1,500 per person total per Benefit Year on all services except orthodontic services. \$1,500 per person total per lifetime on orthodontic services.

Payment for Orthodontic Service – When orthodontic treatment begins, your Dentist will submit a payment plan to Delta Dental based upon your projected course of treatment. In accordance with the agreed upon payment plan, Delta Dental will make an initial payment to you or your Participating Dentist equal to Delta Dental's stated Copayment on 30% of the Maximum Payment for Orthodontic Services as set forth in this Summary of Dental Plan Benefits. Delta Dental will make additional payments as follows: Delta Dental will pay 75% of the per monthly fee charged by your Dentist based upon the agreed upon payment plan provided by your Dentist to Delta Dental.

Deductible – None.

Waiting Period – Enrollees who are eligible for dental benefits are covered on the first day of the month following the date of hire.

Eligible People – All full-time employees of the City and COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) enrollees, if applicable.

Also eligible are your Spouse and your Children to the end of the calendar year in which they attain the age of 19, and your Dependent unmarried Children who are chiefly dependent upon you for support and maintenance, including but not limited to Children with permanent disabilities.

Coordination of Benefits – If you and your Spouse are both eligible to enroll in This Plan as Enrollees, you may be enrolled as both an Enrollee on your own application and as a Dependent on your Spouse's application. Your Dependent Children may be enrolled on both your and your Spouse's applications as well. Delta Dental will coordinate benefits between your coverage and your Spouse's coverage.

Benefits will cease on the last day of the month in which the employee is terminated.



Delta Dental PPO™

Our national PPO program

Welcome!

Your dental program is administered by Delta Dental Plan of Ohio, Inc., a nonprofit health insuring corporation doing business as Delta Dental of Ohio. Delta Dental of Ohio is the state's dental benefits specialist. Good oral health is a vital part of good general health, and your Delta Dental program is designed to promote regular dental visits. We encourage you to take advantage of this program by calling your Dentist today for an appointment.

This Certificate, along with your Summary of Dental Plan Benefits, describes the specific benefits of your Delta Dental program and how to use them. If you have any questions about this program, please call our Customer Service department at 800-524-0149 or access our website at www.DeltaDentalOH.com.

You can easily verify your own Benefit, Claims and eligibility information online 24 hours a day, seven days a week by visiting www.DeltaDentalOH.com and selecting the link for our Consumer Toolkit®. The Consumer Toolkit will also allow you to print claim forms and ID cards, select paperless Explanation of Benefits statements (EOBs), search our Dentist directories, and read oral health tips.

We look forward to serving you!

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Note: Please read this Certificate together with the Summary of Dental Plan Benefits. The Summary of Dental Plan Benefits lists the specific provisions of your group dental plan. If a statement in the Summary conflicts with a statement in this Certificate, the statement in the Summary applies to This Plan and you should ignore the conflicting statement in this Certificate.

NOTICE: IF YOU OR YOUR FAMILY MEMBERS ARE COVERED BY MORE THAN ONE HEALTH CARE AND/OR DENTAL CARE PLAN, YOU MAY NOT BE ABLE TO COLLECT BENEFITS FROM BOTH PLANS. EACH PLAN MAY REQUIRE YOU TO FOLLOW ITS RULES OR USE SPECIFIC DENTISTS, AND IT MAY BE IMPOSSIBLE TO COMPLY WITH BOTH PLANS AT THE SAME TIME. READ ALL OF THE RULES VERY CAREFULLY, INCLUDING THE COORDINATION OF BENEFITS SECTION, AND COMPARE THEM WITH THE RULES OF ANY OTHER PLAN THAT COVERS YOU OR YOUR FAMILY.

I. Delta Dental PPO Certificate

Delta Dental Plan of Ohio, Inc., referred to herein as Delta Dental, issues this Certificate to you, the Enrollee. The Certificate is a summary of your dental benefits coverage. It reflects and is subject to a contract between Delta Dental and the Contractor.

The Benefits provided under This Plan may change if any state or federal laws change.

Delta Dental agrees to provide Benefits as described in this Certificate and the Summary of Dental Plan Benefits.

All the provisions in the following pages form a part of this document as fully as if they were stated over the signature below.

IN WITNESS WHEREOF, this Certificate is executed at Delta Dental's home office by an authorized officer.



Goran M. Jurkovic, CPA, CGMA
President and CEO
Delta Dental Plan of Ohio, Inc.

II. Definitions

Adverse Benefit Determination

Any denial, reduction or termination of the benefits for which you filed a Claim. Or a failure to provide or to make payment (in whole or in part) of the benefits you sought, including any such determination based on eligibility, application of any utilization review criteria, or a determination that the item or service for which benefits are otherwise provided was experimental or investigational, or was not medically necessary or appropriate.

Allowed Amount

The amount permitted under the applicable fee schedule for this Plan, which was selected by your Contractor, and upon which Delta Dental will base its payment for a Covered Service.

Benefit Year

The period during which any benefit frequency limitation and/or annual maximum payment will apply. This will be the calendar year, unless your Contractor elects a different period to serve as the Benefit Year. (See the Summary of Dental Plan Benefits for your Benefit Year.) If the Benefit Year is based upon a calendar year, the terms Benefit Year and Calendar Year may be used interchangeably.

Benefits

Payment for the Covered Services that have been selected under This Plan.

Certificate

This document. Delta Dental will provide Benefits as described in this Certificate. Any changes in this Certificate will be based on changes to the contract between Delta Dental and the Contractor.

Child(ren)

Your natural child(ren), stepchild(ren), adopted child(ren), child(ren) by virtue of legal guardianship, or child(ren) who is/are residing with you during the waiting period for adoption or legal guardianship.

Claim

A request for payment for a Covered Service. Claims are not conditioned upon your seeking advance approval, certification, or authorization to receive payment for any Covered Service.

Completion Date

The date that treatment is complete. Some procedures may require more than one appointment before they can be completed. Treatment is complete:

- ◆ For dentures and partial dentures, on the delivery dates;
- ◆ For crowns and bridgework, on the permanent cementation date;
- ◆ For root canals and periodontal treatment, on the date of the final procedure that completes treatment.

Copayment

The percentage of the charge, if any, that you must pay for Covered Services.

Contractor

The employer, organization, group, or association sponsoring This Plan.

Covered Services

The unique dental services selected for coverage as described in the Summary of Dental Plan Benefits and subject to the terms of this Certificate.

Deductible

The amount a person and/or a family must pay toward Covered Services before Delta Dental begins paying for those services under this Certificate. The Summary of Dental Plan Benefits lists the Deductible that applies to you, if any.

Delta Dental

Delta Dental Plan of Ohio, Inc., a nonprofit health-insuring corporation providing dental benefits. Delta Dental is not an insurance company.

Delta Dental Member Plan

An individual dental benefit plan that is a member of the Delta Dental Plans Association, the nation's largest, most experienced system of dental health plans.

Delta Dental Premier® Dentist Schedule

The maximum fee allowed per procedure for services rendered by a Delta Dental Premier Dentist as determined by that Dentist's local Delta Dental Member Plan.

Dentist

A person licensed to practice dentistry in the state or jurisdiction in which dental services are performed.

- ◆ **Delta Dental PPO Dentist (“PPO Dentist”)** – a Dentist who has signed an agreement with the Delta Dental Member Plan in his or her state to participate in Delta Dental PPO.
- ◆ **Delta Dental Premier Dentist (“Premier Dentist”)** – a Dentist who has signed an agreement with the Delta Dental Member Plan in his or her state to participate in Delta Dental Premier.
- ◆ **Nonparticipating Dentist** – a Dentist who has not signed an agreement with any Delta Dental Member Plan to participate in Delta Dental PPO or Delta Dental Premier.
- ◆ **Out-of-Country Dentist** – A Dentist whose office is located outside the United States and its territories. Out-of-Country Dentists are not eligible to sign participating agreements with Delta Dental.

PPO Dentists and Delta Dental Premier Dentists are sometimes collectively referred to herein as **“Participating Dentists.”** Wherever a definition or provision of this Certificate differs from another state’s Delta Dental Member Plan and its agreement with Participating Dentists, the agreement in that state with that Dentist will be controlling.

Delta Dental Premier Dentists, Nonparticipating Dentists, and Out-of-Country Dentists are sometimes collectively referred to herein as **“Non-PPO Dentists.”**

Deny/Denied/Denial

When a Claim for a particular service is denied for payment due to certain contractual limitations/exclusions. You will be responsible for paying your Dentist the applicable amount for such service regardless of the Dentist’s participating status.

Dependent(s)

- ◆ Your dependents are as defined by the rules of eligibility as stated in your Summary of Dental Plan Benefits.

Enrollee

You, when the Contractor notifies Delta Dental that you are eligible to receive Benefits under This Plan.

Maximum Approved Fee

The Maximum Approved Fee is the lowest of:

- ◆ The Submitted Amount
- ◆ The lowest fee regularly charged, offered, or received by an individual Dentist for a dental service or supply, irrespective of the Dentist’s contractual agreement with another dental benefits organization.
- ◆ The maximum fee that the local Delta Dental Member Plan approves for a given procedure in a given region and/or specialty based upon applicable Participating Dentist schedules and internal procedures.

Participating Dentists agree not to charge Delta Dental patients more than the Maximum Approved Fee for a Covered Service. In all cases, Delta Dental will make the

final determination regarding the Maximum Approved Fee for a Covered Service.

Maximum Payment

The maximum dollar amount Delta Dental will pay in any Benefit Year or lifetime for Covered Services. See the Summary of Dental Plan Benefits for the maximum payments applicable to This Plan.

Member(s)

Any Enrollee or Dependent with coverage under This Plan.

Nonparticipating Dentist Fee

The maximum fee allowed per procedure for services rendered by a Nonparticipating Dentist as determined by Delta Dental.

Open Enrollment Period

The period of time, as determined by the Contractor, during which a Member may enroll or be enrolled for Benefits.

Out-of-Country Dentist Fee

The maximum fee allowed per procedure for services rendered by an Out-of-Country Dentist as determined by Delta Dental.

PPO Dentist Schedule

The maximum fee allowed per procedure for services rendered by a PPO Dentist as determined by that Dentist’s local Delta Dental Member Plan.

Pre-Treatment Estimate

A voluntary and optional process where Delta Dental issues a written estimate of dental benefits that may be available under your coverage for your proposed dental treatment. Your Dentist submits the proposed dental treatment to Delta Dental in advance of providing the treatment.

A Pre-Treatment Estimate is for informational purposes only and is not required before you receive any dental care. It is not a prerequisite or condition for approval of future dental benefits payment. You will receive the same Benefits under This Plan whether or not a Pre-Treatment Estimate is requested. The benefits estimate provided on a Pre-Treatment Estimate notice is based on benefits available on the date the notice is issued. It is not a guarantee of future dental benefits or payment.

Availability of dental benefits at the time your treatment is completed depends on several factors. These factors include, but are not limited to, your continued eligibility for benefits, your available annual or lifetime Maximum Payments, any coordination of benefits, the status of your Dentist, This Plan’s limitations and any other provisions, together with any additional information or changes to your dental treatment. A request for a Pre-Treatment Estimate is not a Claim or a preauthorization, precertification or other reservation of future Benefits.

Processing Policies

Delta Dental's policies and guidelines used for Pre-Treatment Estimate and payment of Claims. The Processing Policies may be amended from time to time.

Special Enrollment Period

A period outside of the Open Enrollment Period in which you or your Dependent can obtain coverage under This Plan due to qualifying life event.

Spouse

Your legal spouse.

Submitted Amount

The amount a Dentist bills to Delta Dental for a specific treatment or service. A Participating Dentist cannot charge you or your Dependents for the difference between this amount and the Maximum Approved Fee.

Summary of Dental Plan Benefits

A description of the specific provisions of your group dental coverage. The Summary of Dental Plan Benefits is and should be read as a part of this Certificate, and supersedes any contrary provision of this Certificate.

This Plan

The dental coverage established for Members pursuant to this Certificate and your Summary of Dental Plan Benefits.

III. Enrolling in This Plan

The Open Enrollment Period, if applicable, will be established by the Contractor and will occur on an annual basis. During the Open Enrollment Period, all eligible persons as defined in your Summary of Dental Plan Benefits may enroll in This Plan. You and/or your Dependents may not enroll in This Plan at any other time during the applicable Benefit Year except in the following instances:

- a. Newly hired or rehired employees (if applicable): You will be eligible to enroll on the date for which employment compensation begins or, if applicable, that date plus the number of days specified as a waiting period in the Summary of Dental Plan Benefits.
- b. New Spouse: Your new Spouse will be eligible to enroll on the date of marriage.
- c. Newborn: Your newborn will be eligible to enroll on the date of birth.
- d. Legal adoptions or guardianships: Your newly adopted Child(ren) and/or the minor Child(ren) that you and/or your Spouse have guardianship over will be eligible to enroll on the date that the legal petition for adoption or guardianship becomes legally final, or the date on which the Child(ren) begins residing with the Enrollee and the Enrollee assumes responsibility for the Child(ren) while waiting for adoption or guardianship to become final.
- e. New Stepchild: Your new stepchild will be eligible to enroll on the date that the Child's natural parent becomes a Dependent.
- f. To the extent Contractor permits Dependents other than those defined in this Certificate to

enroll in This Plan, such Dependents will be eligible to enroll on the date that they become an eligible Dependent. Any such additional Dependents permitted by Contractor shall be set forth in your Summary of Dental Plan Benefits.

- g. All others will be permitted on the date that Delta Dental approves in writing the enrollment or listing of those people, unless compelled by a court or administrative order to otherwise provide Benefits for a Dependent.

IV. Selecting a Dentist

You may choose any Dentist. Your out-of-pocket costs are likely to be less if you go to a Delta Dental Participating Dentist.

To verify that a Dentist is a Participating Dentist, you can use Delta Dental's online Dentist Directory at www.DeltaDentalOH.com or call 800-524-0149.

V. Accessing Your Benefits

To utilize your dental benefits, follow these steps:

1. Please read this Certificate and the Summary of Dental Plan Benefits carefully so you are familiar with your benefits, payment methods, and terms of This Plan.
2. Make an appointment with your Dentist and tell him or her that you have dental benefits with Delta Dental. If your Dentist is not familiar with This Plan or has any questions, have him or her contact Delta Dental by writing to Delta Dental, Attention: Customer Service, P.O. Box 9089, Farmington Hills, Michigan 48333-9089, or calling the toll-free number at 800-524-0149.
3. After you receive your dental treatment, you or the dental office staff will file a Claim form, completing the information portion with:
 - a. The Enrollee's full name and address
 - b. The Enrollee's Member ID number
 - c. The name and date of birth of the person receiving dental care
 - d. The Contractor's name and number

Notice of Claim Forms

Delta Dental does not require special Claim forms. However, most dental offices have Claim forms available. Participating Dentists will fill out and submit your dental Claims for you.

Mail Claims and completed information requests to:

Delta Dental
P.O. Box 9085
Farmington Hills, Michigan 48333-9085

Pre-Treatment Estimate

A Pre-Treatment Estimate is not required to receive payment, but it allows Claims to be processed more efficiently and allows you to know what services may be covered before your Dentist provides them. You and your Dentist should review your Pre-Treatment Estimate Notice before treatment. Once

treatment is complete, the dental office will submit a Claim to Delta Dental for payment.

Written Notice of Claim and Time of Payment

Because the amount of your Benefits is not conditioned on a Pre-Treatment Estimate decision by Delta Dental, all Claims under This Plan are post-service Claims. All Claims for Benefits must be filed with Delta Dental within one year of the date the services were completed. Once a Claim is filed, Delta Dental will adjudicate it within 30 days of receiving it. If there is not enough information to adjudicate your Claim, Delta Dental will notify you or your Dentist within 30 days. The notice will (a) describe the information needed, (b) explain why it is needed, (c) request an extension of time in which to decide the Claim, and (d) inform you or your Dentist that the information must be received within 45 days or your Claim will be Denied if the services were performed by a Nonparticipating Dentist, or not chargeable to the Member if the services were performed by a Participating Dentist. You will receive a copy of any notice sent to your Dentist. Once Delta Dental receives the requested information, it has 15 days to adjudicate your Claim. If you or your Dentist does not supply the requested information, Delta Dental will Deny your Claim. In such case, you will be responsible for all charges if the services were performed by a Nonparticipating Dentist. If the services were performed by a Participating Dentist, the services will not be chargeable to the Member. Once Delta Dental adjudicates your Claim, it will notify you within five days.

Authorized Representative

You may also appoint an authorized representative to deal with Delta Dental on your behalf with respect to any Claim you file or any review of a Denied Claim you wish to pursue (see the Claims Appeal Procedure section). You should contact your Contractor, call Delta Dental's Customer Service department, toll-free, at 800-524-0149, or write them at P.O. Box 9089, Farmington Hills, Michigan, 48333-9089, to request a form to designate the person you wish to appoint as your representative. Delta Dental will only recognize the person whom you have authorized on the last dated form filed with Delta Dental. Once you have appointed an authorized representative, Delta Dental will communicate directly with your representative and will not inform you of the status of your Claim. You will have to get that information from your representative. If you have not designated a representative, Delta Dental will communicate directly with you.

Questions and Assistance

Questions regarding your coverage should be directed to your Contractor or call Delta Dental's Customer Service department, toll-free, at 800-524-0149. You may also write to Delta Dental's Customer Service department at P.O. Box 9089, Farmington Hills, Michigan, 48333-9089. When writing to Delta Dental, please include your name, the Contractor's name and number, the Enrollee's Member ID number, and your daytime telephone number.

VI. How Payment is Made

Delta Dental shall make payments for Covered Services in accordance with the type of plan selected by the Contractor. The type of plan selected will be identified in your Summary of Dental Plan Benefits.

Delta Dental PPO (Point-of-Service)

If your Dentist is a Participating Dentist, Delta Dental will base payment on the Maximum Approved Fee for Covered Services.

Delta Dental will send payment directly to Participating Dentists and you will be responsible for any applicable Copayments and/or Deductibles. Unless prohibited by state law, you will be responsible for the Maximum Approved Fee for most commonly performed non-covered services. For other non-covered services, you will be responsible for the Dentist's Submitted Amount.

If your Dentist is a Nonparticipating Dentist, Delta Dental will base payment on the Nonparticipating Dentist Fee for Covered Services.

If your Dentist is an Out-of-Country Dentist, Delta Dental will base payment on the Out-of-Country Dentist Fee for Covered Services.

For Covered Services rendered by a Nonparticipating Dentist or Out-of-Country Dentist, Delta Dental will send payment to you unless otherwise required by law or contract, and you will be responsible for making full payment to the Dentist. You will be responsible for any difference between Delta Dental's payment and the Dentist's Submitted Amount.

Delta Dental PPO (Standard)

Regardless of your Dentist's participating status, Delta Dental will base its payment on the lesser of the Submitted Amount or the PPO Dentist Schedule.

Delta Dental will send payment directly to Participating Dentists and you will be responsible for any applicable Copayments and/or Deductibles. If your Dentist is not a PPO Dentist, but is a Delta Dental Premier Dentist, you will also be responsible for any difference between the PPO Dentist Schedule and the Delta Dental Premier Dentist Schedule for Covered Services, in addition to Copayments and/or Deductibles. Unless prohibited by state law, you will be responsible for the Maximum Approved Fee for most commonly performed non-covered services. For other non-covered services, you will be responsible for the Dentist's Submitted Amount.

For Covered Services rendered by a Nonparticipating Dentist or Out-of-Country Dentist, Delta Dental will send payment to you unless otherwise required by law or contract, and you will be responsible for making full payment to the Dentist. You will be responsible for any difference between Delta Dental's payment and the Dentist's Submitted Amount.

Orthodontics

If This Plan includes orthodontics it will be identified on and paid as reflected in your Summary of Dental Plan Benefits.

Covered Services Requiring Multiple Visits

In the event a Covered Service requires more than one (1) visit with your Dentist, payment for the Covered Service will be rendered upon Completion Date.

VII. Benefit Categories

The Benefits covered by This Plan are set forth in your Summary of Dental Plan Benefits.

VIII. Exclusions and Limitations

Exclusions

Delta Dental will make no payment for the following services or supplies, unless otherwise specified in the Summary of Dental Plan Benefits. All charges for these services will be your responsibility:

1. Services for injuries or conditions payable under Workers' Compensation or Employer's Liability laws. Services received from any government agency, political subdivision, community agency, foundation, or similar entity. NOTE: This provision does not apply to any programs provided under, Medicaid or Medicare.
2. Services or supplies, as determined by Delta Dental, for correction of congenital or developmental malformations.
3. Cosmetic surgery or dentistry for aesthetic reasons, as determined by Delta Dental.
4. Services completed or appliances completed before a person became eligible under This Plan. This exclusion does not apply to orthodontic treatment in progress (if a Covered Service).
5. Prescription drugs (except intramuscular injectable antibiotics), premedication, medicaments/ solutions, and relative analgesia.
6. General anesthesia and intravenous sedation for (a) surgical procedures, unless medically necessary, or (b) restorative dentistry.
7. Charges for hospitalization, laboratory tests, histopathological examinations and miscellaneous tests.
8. Charges for failure to keep a scheduled visit with the Dentist.
9. Services or supplies, as determined by Delta Dental, for which no valid dental need can be demonstrated.
10. Services or supplies, as determined by Delta Dental that are investigational in nature, including services or supplies required to treat complications from investigational procedures.
11. Services or supplies, as determined by Delta Dental, which are specialized techniques.
12. Treatment by other than a Dentist, except for services performed by a licensed dental hygienist under the supervision of a licensed dentist. Treatment rendered by any other licensed dental professional may be covered only as solely determined by the Contractor and/or Delta Dental.
13. Services or supplies for which the patient is not legally obligated to pay, or for which no charge would be made in the absence of Delta Dental coverage.
14. Services or supplies received due to an act of war, declared or undeclared, or terrorism.
15. Services or supplies covered under a hospital, surgical/medical, or prescription drug program.
16. Services or supplies that are not within the categories of Benefits selected by the Contractor and that are not covered under the terms of this Certificate.
17. Fluoride rinses, self-applied fluorides, or desensitizing medicaments.
18. Interim caries arresting medicament.
19. Preventive control programs (including oral hygiene instruction, caries susceptibility tests, dietary control, tobacco counseling, home care medicaments, etc.).
20. Sealants.
21. Space maintainers for maintaining space due to premature loss of anterior primary teeth.
22. Lost, missing, or stolen appliances of any type, or replacement or repair of orthodontic appliances or space maintainers.
23. Cosmetic dentistry, including repairs to facings posterior to the second bicuspid position.
24. Veneers.
25. Prefabricated crowns used as final restorations on permanent teeth.
26. Appliances, surgical procedures, and restorations for increasing vertical dimension; for altering, restoring, or maintaining occlusion; for replacing tooth structure loss resulting from attrition, abrasion, abfraction, or erosion; or for periodontal splinting. If Orthodontic Services are Covered Services, this exclusion will not apply to Orthodontic Services as limited by the terms and conditions of the Contract between Delta Dental and the Contractor.
27. Implant/abutment supported interim fixed denture for edentulous arch.
28. Soft occlusal guard appliances.
29. Paste-type root canal fillings on permanent teeth.
30. Replacement, repair, relines, or adjustments of occlusal guards.
31. Chemical curettage.
32. Services associated with overdentures.
33. Metal bases on removable prostheses.
34. The replacement of teeth beyond the normal complement of teeth.
35. Personalization or characterization of any service or appliance.

36. Temporary crowns used for temporization during crown or bridge fabrication.
37. Posterior bridges in conjunction with partial dentures in the same arch.
38. Precision attachments and stress breakers.
39. Biologic materials to aid in soft and osseous tissue regeneration when submitted on the same day as tooth extraction, periradicular surgery, soft tissue grafting, guided tissue regeneration and periodontal or implant bone grafting.
40. Bone replacement grafts and specialized implant surgical techniques, including radiographic/surgical implant index.
41. Appliances, restorations, or services for the diagnosis or treatment of disturbances of the temporomandibular joint.
42. Diagnostic photographs and cephalometric films, unless done for orthodontics and orthodontics are a Covered Service.
43. Myofunctional therapy.
44. Mounted case analyses.
45. Any and all taxes applicable to the services.
46. Processing policies may otherwise exclude payment by Delta Dental for services or supplies.

Delta Dental will make no payment for the following services or supplies. Participating Dentists may not charge Members for these services or supplies. All charges from Nonparticipating Dentists for the following services or supplies are your responsibility:

1. Services or supplies, as determined by Delta Dental, which are not provided in accordance with generally accepted standards of dental practice.
2. The completion of forms or submission of Claims.
3. Consultations, patient screening, or patient assessment when performed in conjunction with examinations or evaluations.
4. Caries risk assessment performed on a Member age 2 or under.
5. Local anesthesia.
6. Acid etching, cement bases, cavity liners, and bases or temporary fillings.
7. Infection control.
8. Temporary, interim, or provisional crowns.
9. Gingivectomy as an aid to the placement of a restoration.
10. The correction of occlusion, when performed with prosthetics and restorations involving occlusal surfaces.
11. Diagnostic casts, when performed in conjunction with restorative or prosthodontic procedures.
12. Palliative treatment, when any other service is provided on the same date except X-rays and tests necessary to diagnose the emergency condition.
13. Post-operative X-rays, when done following any completed service or procedure.

14. Periodontal charting.
15. Pins and preformed posts, when done with core buildups.
16. Any substructure when done for inlays, onlays, and veneers.
17. A pulp cap, when done with a sedative filling or any other restoration. A sedative or temporary filling, when done with pulpal debridement for the relief of acute pain prior to conventional root canal therapy or another endodontic procedure. The opening and drainage of a tooth or palliative treatment, when done by the same Dentist or dental office on the same day as completed root canal treatment.
18. A pulpotomy on a permanent tooth, except on a tooth with an open apex.
19. A therapeutic apical closure on a permanent tooth, except on a tooth where the root is not fully formed.
20. Retreatment of a root canal by the same Dentist or dental office within two years of the original root canal treatment.
21. A prophylaxis or full mouth debridement, when done on the same day as periodontal maintenance or scaling in the presence of gingival inflammation.
22. Scaling in the presence of gingival inflammation when done on the same day as periodontal maintenance.
23. Prophylaxis, scaling in the presence of gingival inflammation, or periodontal maintenance when done within 30 days of three or four quadrants of scaling and root planing or other periodontal treatment.
24. Full mouth debridement when done within 30 days of scaling and root planing.
25. Scaling and debridement in the presence of inflammation or mucositis of a single implant, including cleaning of the implant surfaces without flap entry and closure, when performed within 12 months of implant restorations, provisional implant crowns and implant or abutment supported interim dentures.
26. Full mouth debridement, when done on the same day as a comprehensive evaluation.
27. An occlusal adjustment, when performed on the same day as the delivery of an occlusal guard.
28. Reline, rebase, or any adjustment or repair within six months of the delivery of a partial denture.
29. Tissue conditioning, when performed on the same day as the delivery of a denture or the reline or rebase of a denture.
30. Periapical and/or bitewing X-rays, when done within a clinically unreasonable period of time of performing panoramic and/or full mouth X-rays, as determined solely by Delta Dental.
31. Charges or fees for overhead, internet/video connections, software, hardware or other

equipment necessary to deliver services, including but not limited to teledentistry fees.

32. Processing policies may otherwise exclude payment by Delta Dental for services or supplies.

Limitations

The Benefits for the following services or supplies are limited as follows, unless otherwise specified in the Summary of Dental Plan Benefits. All charges for services or supplies that exceed these limitations will be your responsibility. All time limitations are measured from the applicable prior dates of services in our records with any Delta Dental Member Plan or, at the request of your Contractor, any dental plan:

1. Bitewing X-rays are payable once per calendar year, unless a full mouth X-ray which include bitewings has been paid in that same year.
2. Panoramic or full mouth X-rays (which may include bitewing X-rays) are payable once in any five-year period.
3. Any combination of teeth cleanings (prophylaxes, full mouth debridement, scaling in the presence of inflammation, and periodontal maintenance procedures) are payable twice per calendar year. Full mouth debridement is payable once in a lifetime.
4. Oral examinations and evaluations (not including limited problem focused evaluations or patient screenings) are only payable twice per calendar year, regardless of the Dentist's specialty.
5. Patient screening is payable once per calendar year.
6. Preventive fluoride treatments are payable twice per calendar year for people age 18 and under.
7. Space maintainers for posterior teeth are payable once in a lifetime for people age 13 and under. A distal shoe space maintainer is only payable for first permanent molars.
8. Cast restorations (including jackets, crowns and onlays) and associated procedures (such as core buildups and post substructures) are payable once in any five-year period per tooth.
9. Crowns or onlays are payable only for extensive loss of tooth structure due to caries (decay) or fracture (lost or mobile tooth structure).
10. Individual crowns over implants are payable at the prosthodontic benefit level once in a five year period.
11. Substructures, porcelain, porcelain substrate, and cast restorations are not payable for people age 11 and under.
12. Hard full or partial arch occlusal guards are payable once in a lifetime.
13. An interim partial denture is payable only for the replacement of permanent anterior teeth for people age 16 and under or during the healing period for people age 17 and over.
14. Biologic materials to aid in soft and osseous tissue regeneration are payable once per natural tooth in a 36 month period.
15. Prosthodontic Services limitations:
 - a. One complete upper and one complete lower denture, and any implant used to support a denture, are payable once in any five-year period.
 - b. A removable partial denture, endosteal implant (other than to support a denture), or fixed bridge is payable once in any five-year period unless the loss of additional teeth requires the construction of a new appliance.
 - c. Fixed bridges and removable partial dentures are not payable for people age 15 and under.
 - d. A reline or the complete replacement of denture base material is payable once in any three-year period per appliance.
 - e. Implant removal is payable once per lifetime per tooth or area.
 - f. Implant maintenance is payable once per any twelve (12) month period.
 - g. Removal of a broken implant retaining screw is payable once in a 5 year period.
16. Orthodontic Services limitations, if covered under your Plan pursuant to your Summary of Dental Plan Benefits:
 - a. Orthodontic Services are payable for Members pursuant to the age limits specified in your Summary of Dental Plan Benefits.
 - b. If the treatment plan terminates before completion for any reason, Delta Dental's obligation for payment ends on the last day of the month in which the patient was last treated.
 - c. Upon written notification to Delta Dental and to the patient, a Dentist may terminate treatment for lack of patient interest and cooperation. In those cases, Delta Dental's obligation for payment ends on the last day of the month in which the patient was last treated.
17. Delta Dental's obligation for payment of Benefits ends on the last day of coverage. However, Delta Dental will make payment for Covered Services provided on or before the last day of coverage, as long as Delta Dental receives a Claim for those services within one year of the date of service.
18. When services in progress are interrupted, Delta Dental will not issue payment for any incomplete services; however, Delta Dental will calculate the Maximum Approved Fee that the dentist may charge you for such incomplete services, and those charges will be your responsibility. In the event the interrupted services are completed later by a Dentist, Delta Dental will review the Claim to determine the amount of payment, if any, to the Dentist in accordance with Delta Dental's policies at the time services are completed.
19. Care terminated due to the death of a Member will be paid to the limit of Delta Dental's liability for the services completed or in progress.

20. Optional treatment: If you select a more expensive service than is customarily provided, Delta Dental may make an allowance for certain services based on the fee for the customarily provided service. You are responsible for the difference in cost. In all cases, Delta Dental will make the final determination regarding optional treatment and any available allowance.

Listed below are services for which Delta Dental will provide an allowance for optional treatment. Remember, you are responsible for the difference in cost for any optional treatment.

- a. Resin, porcelain fused to metal, and porcelain crowns, bridge retainers, or pontics on posterior teeth – Delta Dental will pay only the amount that it would pay for a full metal crown.
- b. Overdentures – Delta Dental will pay only the amount that it would pay for a conventional denture.
- c. Resin, or porcelain/ceramic onlays on posterior teeth – Delta Dental will pay only the amount that it would pay for a metallic onlay.
- d. Inlays, regardless of the material used – Delta Dental will pay only the amount that it would pay for an amalgam or composite resin restoration.
- e. All-porcelain/ceramic bridges – Delta Dental will pay only the amount that it would pay for a conventional fixed bridge.
- f. Implant/abutment supported complete or partial dentures – Delta Dental will pay only the amount that it would pay for a conventional denture.
- g. Gold foil restorations – Delta Dental will pay only the amount that it would pay for an amalgam or composite restoration.
- h. Posterior stainless steel crowns with esthetic facings, veneers or coatings – Delta Dental will pay only the amount that it would pay for a conventional stainless steel crown.

21. Maximum Payment:

All Benefits available under This Plan are subject to the Maximum Payment limitations set forth in your Summary of Dental Plan Benefits.

22. If a Deductible amount is stated in the Summary of Dental Plan Benefits, Delta Dental will not pay for any services or supplies, in whole or in part, to which the Deductible applies until the Deductible amount is met.
23. Caries risk assessments are payable once in any 36-month period for Members age 3-18.
24. Processing policies may otherwise limit payment by Delta Dental for services or supplies.

Delta Dental will make no payment for services or supplies that exceed the following limitations. All charges are your responsibility. However, Participating Dentists may not charge Members for these services or supplies when performed by the same Dentist or dental office. All time limitations are measured from the applicable prior dates of services in our records with any Delta Dental Member Plan or, at the request of your Contractor, any dental plan.

1. Amalgam and composite resin restorations are payable once in any two-year period, regardless of the number or combination of restorations placed on a surface.
2. Core buildups and other substructures are payable only when needed to retain a crown on a tooth with excessive breakdown due to caries (decay) and/or fractures.
3. Recementation of a crown, onlay, inlay, space maintainer, or bridge within six months of the seating date.
4. Retention pins are payable once in any two-year period. Only one substructure per tooth is a Covered Service.
5. Root planing is payable once in any two-year period.
6. Periodontal surgery is payable once in any three-year period.
7. A complete occlusal adjustment is payable once in any five-year period. The fee for a complete occlusal adjustment includes all adjustments that are necessary for a five-year period. A limited occlusal adjustment is not payable more than three times in any five-year period. The fee for a limited occlusal adjustment includes all adjustments that are necessary for a six-month period.
8. Tissue conditioning is payable twice per arch in any three-year period.
9. The allowance for a denture repair (including relining or rebase) will not exceed half the fee for a new denture.
10. Services or supplies, as determined by Delta Dental, which are not provided in accordance with generally accepted standards of dental practice.
11. Distal shoe space maintainers are only payable for Members age 8 and under.
12. One caries risk assessment is allowed on the same date of service.
13. One caries risk assessment is allowed within a twelve (12) month period when done by the same dentist/dental office.
14. Processing Policies may otherwise limit payment by Delta Dental for services or supplies.

IX. Coordination of Benefits

Coordination of Benefits ("COB") applies to This Plan when a Person has health care coverage under more than one plan. "Plan" is defined below.

The order of benefit determination rules govern the order in which each Plan will pay a claim for benefits. The Plan that pays first is called the Primary Plan. The Primary Plan must pay benefits in accordance with its policy terms without regard to the possibility that another Plan may cover some expenses. The Plan that pays after the Primary Plan is the Secondary Plan. The Secondary Plan may reduce the benefits it pays so that payments from all Plans does not exceed 100 percent of the total Allowable Expense.

Definitions

Plan

A Plan is any of the following that provides benefits or services for medical or dental care or treatment. If separate contracts are used to provide coordinated coverage for members of a group, the separate contracts are considered parts of the same Plan and there is no COB among those separate contracts.

1. Plan includes: group and non-group insurance contracts, health insuring corporation ("HIC") contracts, Closed Panel Plans or other forms of group or group-type coverage (whether insured or uninsured); medical care components of long-term care contracts, such as skilled nursing care; medical benefits under group or individual automobile contracts; and Medicare or any other federal governmental plan, as permitted by law.
2. Plan does not include: hospital indemnity coverage or other fixed indemnity coverage; accident only coverage; specified disease or specified accident coverage; supplemental coverage as described in Revised Code sections 3923.37 and 1751.56 ; school accident type coverage; benefits for non-medical components of long-term care policies; Medicare supplement policies; Medicaid policies; or coverage under other federal governmental plans, unless permitted by law.

Each contract for coverage under (1) or (2) above is a separate Plan. If a Plan has two parts and COB rules apply only to one of the two, each of the parts is treated as a separate Plan.

This Plan

For purposes of this Article IX, This Plan means, the part of the contract providing the health care benefits to which the COB provision applies and which may be reduced because of the benefits of other Plans. Any other part of the contract providing health care benefits is separate from This Plan. A contract may apply one COB provision to certain benefits, such as dental benefits, coordinating only with similar benefits, and may apply another COB provision to coordinate other benefits.

Order of Benefit Determination Rules

The Order of Benefit Determination Rules determine whether This Plan is a Primary Plan or Secondary Plan when the person has health care coverage under more than one Plan.

When This Plan is primary, it determines payment for its Benefits first before those of any other Plan without considering any other Plan's Benefits. When This Plan is secondary, it determines its Benefits after those of another Plan and may reduce the Benefits it pays so that all Plan benefits do not exceed 100 percent of the total Allowable Expense.

Allowable Expense

Allowable Expense is a health care expense, including deductibles, coinsurance and copayments, that is covered at least in part by any Plan covering the person. When a Plan provides benefits in the form of services, the reasonable cash value of each service will be considered an Allowable Expense and a benefit paid. An expense that

is not covered by any Plan covering the person is not an Allowable Expense. In addition, any expense that a provider by law or in accordance with a contractual agreement is prohibited from charging a covered person is not an Allowable Expense.

The following are examples of expenses that are not Allowable Expenses:

1. If a person is covered by two or more Plans that compute their benefit payments on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology, any amount in excess of the highest reimbursement amount for a specific benefit is not an Allowable Expense.
2. If a person is covered by two or more Plans that provide benefits or services on the basis of negotiated fees, an amount in excess of the highest of the negotiated fees is not an Allowable Expense.
3. If a person is covered by one Plan that calculates its benefits or services on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology and another plan that provides its benefits or services on the basis of negotiated fees, the Primary Plan's payment arrangement shall be the Allowable Expense for all Plans.
4. Notwithstanding numbers 1, 2, and 3 above, if the provider has contracted with the Secondary Plan to provide the benefit or service for a specific negotiated fee or payment amount that is different than the Primary Plan's payment arrangement and if the provider's contract permits, the negotiated fee or payment shall be the Allowable Expense used by the Secondary Plan to determine its benefits.
5. The amount of any benefit reduction by the Primary Plan because a covered person has failed to comply with the Plan provisions is not an Allowable Expense. Examples of these types of plan provisions include second surgical opinions, precertification of admissions, and preferred provider arrangements.

Closed Panel Plan

Closed Panel Plan is a Plan that provides health care benefits to covered persons primarily in the form of services through a panel of providers that have contracted with or are employed by the Plan, and that excludes coverage for services provided by other providers, except in cases of emergency or referral by a panel member.

Custodial Parent

Custodial Parent is the parent awarded custody by a court decree or, in the absence of a court decree, is the parent with whom the Child resides more than one half of the calendar year excluding any temporary visitation.

Order of Benefits Determination Rules

When a person is covered by two or more Plans, the rules for determining the order of benefit payments are as follows:

1. The Primary Plan pays or provides its benefits according to its terms of coverage and without regard to the benefits under any other Plan.
2. Except as provided in paragraph 3 below, a Plan that does not contain a COB provision that is consistent with Ohio regulation is always primary unless the provisions of both Plans state that the complying Plan is primary.
3. Coverage that is obtained by virtue of membership in a group that is designed to supplement a part of a basic package of benefits and provides that this supplementary coverage shall be excess to any other parts of the Plan provided by the contract holder. Examples of these types of situations are major medical coverages that are superimposed over base Plan hospital and surgical benefits, and insurance type coverages that are written in connection with a Closed Panel Plan to provide out-of-network benefits.
4. A Plan may consider the benefits paid or provided by another Plan in calculating payment of its benefits only when it is secondary to that other Plan.
5. Each Plan determines its order of benefits using the first of the following rules that apply:

Non-Dependent or Dependent. The plan that covers the Person other than as a dependent, For example as an employee, member, policyholder, subscriber or retiree is the Primary Plan and the plan that covers the person as a dependent is the Secondary Plan. However, if the Person is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the Plan covering the person as a dependent, and primary to the Plan covering the person as other than a dependent (e.g. a retired employee), then the order of benefits between the two Plans is reversed so that the Plan covering the person as an employee, member, policyholder, subscriber or retiree is the Secondary Plan and the other Plan is the Primary Plan.

Dependent Child covered under more than one Plan. Unless there is a court decree stating otherwise, when a dependent Child is covered by more than one Plan the order of benefits is determined as follows:

- a. For a dependent Child whose parents are married or are living together, whether or not they have ever been married:
 - ◆ The Plan of the parent whose birthday falls earlier in the calendar year is the Primary Plan; or
 - ◆ If both parents have the same birthday, the Plan that has covered the parent the longest is the Primary Plan.

However, if one spouse's Plan has some other coordination rule (for example, a "gender rule" which says the father's Plan is always primary), we will follow the rules of that Plan.

- b. For a dependent Child whose parents are divorced or separated or not living together, whether or not they have ever been married:
 - ◆ If a court decree states that one of the parents is responsible for the dependent Child's health care expenses or health care coverage and the Plan of that parent has actual knowledge of those terms, that Plan is primary. This rule applies to plan years commencing after the Plan is given notice of the court decree;
 - ◆ If a court decree states that both parents are responsible for the dependent Child's health care expenses or health care coverage, the provisions of subparagraph (a) above shall determine the order of benefits;
 - ◆ If a court decree states that the parents have joint custody without specifying that one parent has responsibility for the health care expenses or health care coverage of the dependent Child, the provisions of subparagraph (a) above shall determine the order of benefits; or
 - ◆ If there is no court decree allocating responsibility for the dependent Child's health care expenses or health care coverage, the order of benefits for the Child are as follows:
 - (1) The Plan covering the Custodial Parent;
 - (2) The Plan covering the spouse of the Custodial Parent;
 - (3) The Plan covering the non-custodial parent; and then
 - (4) The Plan covering the spouse of the non-custodial parent.
- c. For a dependent Child covered under more than one Plan of individuals who are not the parents of the Child, the provisions of subparagraph (a) or (b) above shall determine the order of benefits as if those individuals were the parents of the Child.

Active employee or retired or laid-off employee.

The Plan that covers a person as an active employee, that is, an employee who is neither laid off nor retired, is the Primary Plan. The Plan covering that same person as a retired or laid-off employee is the Secondary Plan. The same would hold true if a person is a dependent of an active employee and that same person is a dependent of a retired or laid-off employee. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled "Non-Dependent or Dependent" can determine the order of benefits.

COBRA or state continuation coverage. If a person whose coverage is provided pursuant to COBRA or under a right of continuation provided by state or other federal law is covered under

another Plan, the Plan covering the person as an employee, member, subscriber, or retiree or covering the person as a dependent of an employee, member, subscriber, or retiree is the Primary Plan and the COBRA or state or other federal continuation coverage is the Secondary Plan. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled “Non-Dependent or Dependent” can determine the order of benefits.

Longer or shorter length of coverage. The Plan that covered the person as an employee, member, policyholder, subscriber, or retiree longer is the Primary Plan and the Plan that covered the person the shorter period of time is the Secondary Plan.

If the preceding rules do not determine the order of benefits, the Allowable Expenses shall be shared equally between the Plans meeting the definition of Plan. In addition, This Plan will not pay more than it would have paid had it been the primary plan.

Effect on the Benefits of This Plan

When This Plan is secondary, it may reduce its Benefits so that the total benefits paid or provided by all Plans during a plan year are not more than the total Allowable Expenses. In determining the amount to be paid for any claim, the Secondary Plan will calculate the benefits it would have paid in the absence of other health care coverage and apply that calculated amount to any Allowable Expense under its Plan that is unpaid by the Primary Plan. The Secondary Plan may then reduce its payment by the amount so that, when combined with the amount paid by the Primary Plan, the total benefits paid or provided by all Plans for the claim do not exceed the total Allowable Expense for that claim. In addition, the Secondary Plan shall credit to its Plan deductible any amounts it would have credited to its deductible in the absence of other health care coverage.

If a covered person is enrolled in two or more Closed Panel Plans and if, for any reason, including the provision of service by a non-panel provider, Benefits are not payable by one Closed Panel Plan, COB shall not apply between that Plan and other Closed Panel Plans.

Right to Receive and Release Needed Information

Certain facts about health care coverage and services are needed to apply these COB rules and to determine benefits payable under This Plan and other Plans. Delta Dental may get the facts it needs from or give them to other organizations or persons for the purpose of applying these rules and determining benefits payable under This Plan and other Plans covering the person claiming benefits. Delta Dental need not tell, or get the consent of, any person to do this. Each person claiming Benefits under This Plan must give Delta Dental any facts it needs to apply those rules and determine Benefits payable.

Facility of Payment

A payment made under another plan may include an amount that should have been paid under This Plan. If it does, Delta Dental may pay that amount to the organization that made that payment.

That amount will then be treated as though it were a Benefit paid under This Plan. Delta Dental will not have to pay that amount again. The term “payment made” includes providing benefits in the form of services, in which case “payment made” means the reasonable cash value of the benefits provided in the form of services.

Right of Recovery

If the amount of the payments made by Delta Dental is more than it should have paid under this COB provision, it may recover the excess from one or more of the persons it has paid or for whom it has paid, or any other person or organization that may be responsible for the benefits or services provided for the covered person. The “amount of the payments made” includes the reasonable cash value of any benefits provided in the form of services.

Coordination Disputes

If you believe that we have not paid a claim properly, you should first attempt to resolve the problem by contacting us. You or your Dentist should contact Delta Dental's Customer Service department and ask them to check the claim to make sure it was processed correctly. You may do this by calling the toll-free number, 800-870-9988, and speaking to a telephone advisor. You may also mail your inquiry to the Customer Service Department at P.O. Box 9089, Farmington Hills, Michigan, 48333-9089. You may also follow the Claims Appeal Procedure below. If you are still not satisfied, you may call the Ohio Department of Insurance for instructions on filing a consumer complaint. Call 1-800-686-1526, or visit the Department's website at <http://insurance.ohio.gov>.

X. Reconsideration and Claims Appeal Procedure

Reconsideration

If you receive notice of an Adverse Benefit Determination and you think that Delta Dental incorrectly denied all or part of your Claim, you or your Dentist may contact Delta Dental's Customer Service department and ask them to reconsider the Claim to make sure it was processed correctly. You may do this by calling the toll-free number, 800-524-0149, and speaking to a telephone advisor. You may also mail your inquiry to the Customer Service Department at P.O. Box 9089, Farmington Hills, Michigan, 48333-9089.

When writing, please enclose a copy of your explanation of benefits and describe the problem. Be sure to include your name, telephone number, the date, and any information you would like considered about your Claim.

A request for reconsideration is not required and should not be considered a formal request for review of a denied Claim. Delta Dental provides this opportunity for you to describe problems, or submit an explanation or additional information that might indicate your Claim was improperly denied, and allow Delta Dental to correct any errors quickly and immediately.

Whether or not you have asked Delta Dental informally to reconsider its initial determination, you can request a formal review using the Formal Claims Appeal Procedure described below.

Formal Claims Appeal Procedure

If you receive notice of an Adverse Benefit Determination, you, or your Authorized Representative, should seek a review as soon as possible, but **you must file your request for review within 180 days** of the date that you received that Adverse Benefit Determination.

To request a formal review of your Claim, send your request in writing to:

**Dental Director
Delta Dental
P.O. Box 30416
Lansing, Michigan 48909-7916**

Please include your name and address, the Enrollee's Member ID, the reason why you believe your Claim was wrongly denied, and any other information you believe supports your Claim. You also have the right to review the contract between Delta Dental and the Contractor and any documents related to it. If you would like a record of your request and proof that Delta Dental received it, mail your request certified mail, return receipt requested.

The Dental Director or any person reviewing your Claim will not be the same as, nor subordinate to, the person(s) who initially decided your Claim. The reviewer will grant no deference to the prior decision about your Claim. The reviewer will assess the information, including any additional information that you have provided, as if he or she were deciding the Claim for the first time. The reviewer's decision will take into account all comments, documents, records and other information relating to your Claim even if the information was not available when your Claim was initially decided.

If the decision is based, in whole or in part, on a dental or medical judgment (including determinations with respect to whether a particular treatment, drug, or other item is experimental, investigational, or not medically necessary or appropriate), the reviewer will consult a dental health care professional with appropriate training and experience, if necessary. The dental health care professional will not be the same individual or that person's subordinate consulted during the initial determination.

The reviewer will make a determination within 30 days of receipt of your request. If your Claim is denied on review (in whole or in part), you will be notified in writing. The notice of an Adverse Benefit Determination during the Formal Claims Appeal Procedure will meet the requirements described below.

Manner and Content of Notice

Your notice of an Adverse Benefit Determination will inform you of the specific reasons(s) for the denial, the pertinent plan provisions(s) on which the denial is based, the applicable review procedures for dental Claims, including time limits and that, upon request, you are entitled to access all documents, records and other information relevant to your Claim free of charge. This notice will also contain a description of any additional materials necessary to complete your Claim, an explanation of why such materials are necessary, and a statement that you have a right to bring a civil action in court if you receive an Adverse Benefit Determination after your Claim has been completely reviewed according to this Formal Claims Appeal Procedure. The notice will also reference

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any internal rule, guideline, protocol, or similar document or criteria relied on in making the Adverse Benefit Determination, and will include a statement that a copy of such rule, guideline or protocol may be obtained upon request at no charge. If the Adverse Benefit Determination is based on a matter of medical judgment or medical necessity, the notice will also contain an explanation of the scientific or clinical judgment on which the determination was based, or a statement that a copy of the basis for the scientific or clinical judgment can be obtained upon request at no charge. The Adverse Benefit Determination notice will inform you of your right to a managerial-level conference to complete the formal grievance procedure.

If you are still not satisfied, you may contact the Ohio Department of Insurance for instructions on filing a consumer complaint by calling 614-644-2673 or 800-686-1526. You may also write to the Consumer Services Division of the Ohio Department of Insurance, 50 W. Town St., Third Floor, Suite 300, Columbus, Ohio, 43215-43215 or visit the Department's website at <http://insurance.ohio.gov>.

XI. Termination of Coverage

Your Delta Dental coverage may automatically terminate:

- ◆ When the Contractor advises Delta Dental to terminate your coverage.
- ◆ On the first day of the month for which the Contractor has failed to pay Delta Dental.
- ◆ For fraud or misrepresentation in the submission of any Claim.
- ◆ For your Dependent, when they no longer qualify as a Dependent.
- ◆ For any other reason stated in the Contract between Delta Dental and the Contractor.

Delta Dental will not continue eligibility for any person covered under This Plan beyond the termination date requested by the Contractor. A person whose eligibility is terminated may not continue group coverage under this Certificate, except as required by the continuation coverage provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 or comparable, non-preempted state law ("COBRA").

XII. Continuation of Coverage

If the Contractor is required to comply with COBRA and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and your dental coverage would otherwise end, you and your Dependents may have the right to continue that coverage at your expense.

When is Plan Continuation Coverage Available?

Continuation coverage is available if your coverage or a covered Dependent's coverage would end because:

1. Your employment, if applicable, ends for any reason other than your gross misconduct.

2. You do not qualify as an Enrollee as set forth in your Summary of Dental Plan Benefits.
3. You are divorced or legally separated.
4. You die.
5. Your Dependent is no longer a Dependent.
6. You become enrolled in Medicare (if applicable).
7. You are called to active duty in the armed forces of the United States.

If you believe you are entitled to continuation coverage, you should contact the Contractor to receive the appropriate documentation required under the Employee Retirement Income Security Act of 1974 ("ERISA").

XIII. General Conditions

Assignment

Services and Benefits are for the personal benefit of Members and cannot be transferred or assigned, other than to pay Participating Dentists directly.

Subrogation and Right of Reimbursement

To the extent that This Plan provides or pays Benefits for Covered Services, Delta Dental is subrogated to any right you and/or your Dependent has to recover from another party or entity, including but not limited to, that party's insurer, or any other insurer that you or your Dependent may have, which would have been the primary payer if not for the payments made by Delta Dental. This includes but is not limited to, automobile, home, and other liability insurers, as well as any other group health plans.

To the extent that Delta Dental has a subrogation right, you and/or your Dependent must:

1. Provide Delta Dental with any information necessary to identify any other person, entity or plan that may be obligated to provide payments or benefits for the Covered Services that were paid for by Delta Dental,
2. Cooperate fully in Delta Dental's exercise of its right to subrogation and reimbursement,
3. Not do anything to prejudice those rights (such as settling a claim against another party without notifying Delta Dental, or not including Delta Dental as a co-payee of any settlement amount),
4. Sign any document that Delta Dental determines is relevant to protect Delta Dental's subrogation and reimbursement rights, and
5. Provide relevant information when requested.

The term "information" includes any documents, insurance policies, and police or other investigative reports, as well as any other facts that may reasonably be requested to help Delta Dental enforce its rights. Failure by you or your Dependent to cooperate with Delta Dental may result, at the discretion of Delta Dental, in a reduction of future benefit payments available to you or your Dependent under This Plan of an amount up to the aggregate amount paid by Delta Dental that was subject to Delta Dental's equitable lien, but for which Delta Dental was not reimbursed. Please note that Delta Dental's recovery pursuant to this section is subject to your rights as a subrogee as set forth in ORC Section 2323.44.

Obtaining and Releasing Information

While you and/or your Dependent(s) are enrolled in This Plan, you and/or your Dependent(s) agree to provide Delta Dental with any information it needs to process Claims and administer Benefits for you and/or your Dependent(s). This includes allowing Delta Dental access to your dental records.

Dentist-Patient Relationship

Members are free to choose any Dentist. Each Dentist is solely responsible for the treatment and/or dental advice provided to the Member, and Delta Dental does not have any liability resulting therefrom.

Loss of Eligibility During Treatment

If a Member loses eligibility while receiving dental treatment, only Covered Services received while that person was covered under This Plan will be payable.

Certain services begun before the loss of eligibility may be covered if they are completed within 60 days from the date of termination. In those cases, Delta Dental evaluates those services in progress to determine what portion may be paid by Delta Dental. The difference between Delta Dental's payment and the total fee for those services is your responsibility. This provision does not apply to orthodontics if covered under This Plan.

Late Claims Submission

Delta Dental will make no payment for services or supplies if a Claim for such has not been received by Delta Dental within one year following the date the services or supplies were completed. In the event that a Participating Provider submits a Claim more than one year from the date of service, Delta Dental will deny that portion of the Claim that Delta Dental would have paid if the Claim had been timely submitted, and such denied portion of the Claim will not be chargeable to the Member. However, you will remain responsible for any applicable Deductible and/or Copayment. In the event that a Nonparticipating Provider submits a Claim more than one year from the date of service, Delta Dental will Deny the Claim and you may be responsible for the full amount.

Change of Certificate or Contract

No changes to this Certificate, your Summary of Dental Plan Benefits, or the underlying contract are valid unless Delta Dental approves them in writing.

Actions

You cannot bring an action on a legal claim arising out of or related to this Certificate unless you have provided at least 60 days' written notice to Delta Dental, unless prohibited by applicable state law. In addition, you cannot bring an action more than three years after the legal claim first arose or after expiration of the applicable statute of limitations, whichever is shorter. Any person seeking to do so will be deemed to have waived his or her right to bring suit on such legal claim. Except as set forth above, this provision does not preclude you from seeking a judicial decision or pursuing other available legal remedies.

Change of Status

You must notify Delta Dental, through the Contractor, of any event that changes the status of a Dependent. Events that can affect the status of a Dependent include, but are not limited to, marriage, birth, death, divorce, and entrance into military service.

Governing Law

This Certificate and the underlying group Contract will be governed by and interpreted under the laws of the state of Ohio.

Right of Recovery Due to Fraud

If Delta Dental pays for services that were sought or received under fraudulent, false, or misleading pretenses or circumstances, pays a Claim that contains false or misrepresented information, or pays a Claim that is determined to be fraudulent due to your acts or acts of your Dependents, it may recover that payment from you or your Dependents. Delta Dental may recover any payment determined to be based on false, fraudulent, misleading, or misrepresented information by deducting that amount from any payments properly due to you or your Dependents. Delta Dental will provide an explanation of the payment recovery at the time the deduction is made.

Legally Mandated Benefits

If any applicable law requires broader coverage or more favorable treatment for you or your Dependents than is provided by this Certificate, that law shall control over the language of this Certificate.

Any person intending to deceive an insurer, who knowingly submits an application or files a Claim containing a false or misleading statement, is guilty of insurance fraud.

Insurance fraud significantly increases the cost of health care. If you are aware of any false information submitted to Delta Dental, please call our toll-free hotline. We only accept anti-fraud calls at this number.

ANTI-FRAUD TOLL-FREE HOTLINE:

800-524-0147

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

DATE: **December 9, 2019**

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

RE: **Fixed Asset Removal Request Parks & Recreation**

Approval:

Completed Brad McCloud	Jed Hood	Completed Stephen Cicak
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Emergency/Suspension: Emergency

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

Request the removal of JFK Playground equipment due to replacement. Fixed asset tag numbers 1795, 1796, 1771

Request the removal of #1611--1999 3/4 ton Ford F250 w/utility body--out of service

Request the removal of #1514--air powered grease gun--not utilized by department

Request the removal of #1527--gas powered pressure washer--broken--repair costs exceed value

Request the removal of #2916--Sno-Way PDE 800 Salt Hopper

Items will be destroyed or placed on the City's auction site.

**AN ORDINANCE AUTHORIZING THE CITY AUDITOR TO REMOVE EQUIPMENT
FROM THE CITY'S FIXED ASSET LIST, AND DECLARING AN EMERGENCY**

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

Parks & Recreation Dept.

Donna Bauman

7232 E. Main Street

Reynoldsburg OHIO 43068

614-322-6879 Phone

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

From the Police Department

Tag #	Item
1795	JFK Playground Equipment
1796	JFK Playground Equipment
1771	JFK Playground Equipment
1611	1999 ¾ ton Ford F250 truck with utility body - out of service
1514	air powered grease gun
1527	gas powered pressure washer - broken
2916	Sno-Way PDE 800 salt hopper

SECTION 2. That the City of Reynoldsburg will destroy or dispose of the items referred to in Section 1 and any monies received from the auction of items shall be deposited into the General Fund.

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

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

DATE: December 9, 2019

TO: Development, Parks and Recreation Committee

RE: Requesting Authorization to Sell Wine at the 2020 Farmers' Market

Approval:

Completed Brad McCloud	Completed Jed Hood	Stephen Cicak
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Requesting authorization to waive the provision for section 971.16 of the codified ordinances for the 2020 Reynoldsburg Farmers' Market, which runs from June 5-September 3, 2020 (Thursdays only) from 4:00pm-7:00pm.

The Parks and Recreation Department would like to apply for a F-10 permit from the Ohio Department of Commerce. This permit would allow wine samples of one (1) ounce or less be sold by an A-2 or S permit holder. The F-10 permit would also allow for the sale of wine manufactured by an A-2 or S permit holder in sealed containers for consumption off the premises where the Farmers' Market is located. The permit holder of the A-2 or S permit is required to check ID.

The F-10 permit states the following:

NO A-2 or S permit holder shall do any of the following at a farmers market:

- *sell a tasting sample in an amount that exceeds one ounce
- *sell more than one sample of each wine offered for sale to any one person
- *sell more than five (5) varieties of wine as tasting samples per day
- *sell more than four and one-half (4 1/2) liters of wine per household for off-premises consumption

Parks & Recreation Dept.

Donna Bauman

7232 E. Main Street

Reynoldsburg OHIO 43068

614-322-6879 Phone

AN ORDINANCE TO WAIVE THE PROVISION OF SECTION 971.16 OF THE CITY'S CODIFIED ORDINANCES FOR THE 2020 REYNOLDSBURG FARMERS' MARKET

WHEREAS, the 2020 Farmers' Market will run on Thursdays from 4:00pm - 7:00pm June 5 - September 3, 2020; and

WHEREAS, the Reynoldsburg Farmers' Market will apply for an F-10 Liquor Permit from the Ohio Department of Commerce to allow wine samples of one (1) ounce or less to be sold by an A-2 or S permit holder; and

WHEREAS, the F-10 Liquor Permit would also allow Reynoldsburg Farmers' Market vendors with an A-2 or S permit to sell wine manufactured by said permit holder in sealed containers for consumption off premises from where the Farmers' Market is located; and

WHEREAS, Section 971.16 of the Codified Ordinances of the City states "No person in a park shall sell or offer for sale any intoxicating liquor or alcoholic beverage" and further states "No person in a park shall consume, possess, or display the presence of any alcoholic beverage in a park."

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, FRANKLIN, LICKING AND FAIRFIELD COUNTIES, OHIO A MAJORITY OF ITS MEMBERS CONCURRING:

SECTION 1. That the provisions of Section 971.16 of the Codified Ordinances prohibiting the sale of intoxicating liquor or alcoholic beverage AND that no person in a park shall consume, possess, or display the presence of any alcoholic beverage in a park be hereby waived for the Farmers' Market, June 5 through September 20, 2020.

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

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

DATE: December 9, 2019

TO: Development, Parks and Recreation Committee

RE: Request to Sell and Serve Alcohol at the Artists & Makers Market

Approval:

Completed Brad McCloud	Completed Jed Hood	Stephen Cicak
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Requesting permission to waive the provision for section 971.16 of the codified ordinances for the 2020 Artists & Makers Market which will be operational from 11:00am -8:00pm on Saturday, May 30, 2020 at the Livingston House. The City of Reynoldsburg Parks and Recreation Department will gather and obtain all necessary permits required and work closely with the Reynoldsburg Police Department to assure that all security measures meet the highest standards. Safety fencing will be placed around a designated area of the grounds of the Livingston House where wine will be sold.

The Parks & Recreation Department will bring in an outside wine vendor who will be responsible for checking ID's.

A F2 liquor permit is required by the Ohio Department of Commerce.

**AN ORDINANCE TO WAIVE THE PROVISIONS OF SECTION 971.16 OF THE
CITY'S CODIFIED ORDINANCES FOR THE 2020 REYNOLDSBURG ARTISTS AND
MAKERS MARKET**

WHEREAS, the City of Reynoldsburg Parks & Recreation Department will be hosting an artists & Makers Market on Saturday, May 30, 2020 from 11:00am until 8:00pm at the Livingston House; and

Parks & Recreation Dept.

Donna Bauman

7232 E. Main Street

Reynoldsburg OHIO 43068

614-322-6879 Phone

WHEREAS, the Reynoldsburg Artists & Makers Market will apply for an F-2 Liquor Permit from the Ohio Department of Commerce to allow for alcohol sales; and

WHEREAS, the Parks & Recreation Department will obtain all necessary permits and work closely with the Reynoldsburg Police Department to assure that all security measures are met at the highest standards including safety fencing and ID checks; and

WHEREAS, Section 971.16 of the Codified Ordinances of the City states “No person in a park shall sell or offer for sale any intoxicating liquor or alcoholic beverage” and further states “No person in a park shall consume, possess, or display the presence of any alcoholic beverage in a park.”

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, FRANKLIN, LICKING AND FAIRFIELD COUNTIES, OHIO A MAJORITY OF ITS MEMBERS CONCURRING:

SECTION 1. That the provisions of Section 971.16 of the Codified Ordinances prohibiting the sale of intoxicating liquor or alcoholic beverage AND that no person in a park shall consume, possess, or display the presence of any alcoholic beverage in a park be hereby waived for the Reynoldsburg Artists and Makers Market, May 30, 2020.

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

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

DATE: **December 9, 2019**

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

RE: **Phase 3 Animals & Fowl Cruelty to Animals**

Approval:

Completed Brad McCloud	Skipped Jed Hood	Stephen Cicak
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This legislation is the third phase of the update to the Animals & Fowl, Chapter 505, in the City of Reynoldsburg Code of Ordinances. This legislation addresses language regarding cruelty to animals.

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

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

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

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

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

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

following the signature by the Mayor.

PHASE 3 – AMENDMENTS TO ANIMALS & FOWL ORDINANCE

505.11 KILLING, INJURING, POISONING OR CRUELTY TO ANIMALS.

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

(ORC 959.02)

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

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

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

~~(e) No person shall:~~

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

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

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

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

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

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

(ORC 959.03)

(ORC 959.99(E))

505.13 POISONING ANIMALS.

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

~~(ORC 959.03)~~

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

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

505.15 CRUELTY TO ANIMALS; CRUELTY TO COMPANION ANIMALS.

~~—(a) No person shall:~~

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

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

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

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

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

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

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

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

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

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

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

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

~~—(1) As used in this section:~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

~~(ORC 959.131)~~

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

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

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

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

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

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

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

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

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

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

~~(ORC 959.99(E))~~

PHASE 3 – AMENDMENTS TO ANIMALS & FOWL ORDINANCE

505.11 KILLING, INJURING, POISONING OR CRUELTY TO ANIMALS.

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

(ORC 959.02)

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

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

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

(e) No person shall:

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

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

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

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

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

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

(ORC 959.03)

(ORC 959.99(E))

505.13 POISONING ANIMALS.

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

~~(ORC 959.03)~~

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

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

505.15 CRUELTY TO ANIMALS; CRUELTY TO COMPANION ANIMALS.

~~—(a) No person shall:~~

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

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

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

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

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

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

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

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

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

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

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

~~—(1) As used in this section:~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

~~(ORC 959.131)~~

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

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

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

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

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

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

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

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

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

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

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

~~(ORC 959.99(E))~~

PHASE 3 – AMENDMENTS TO ANIMALS & FOWL ORDINANCE

505.11 KILLING, INJURING, POISONING OR CRUELTY TO ANIMALS.

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

(ORC 959.02)

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

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

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

(e) No person shall:

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

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

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

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

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

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

(ORC 959.03)

(ORC 959.99(E))

505.13 POISONING ANIMALS.

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

~~(ORC 959.03)~~

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

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

505.15 CRUELTY TO ANIMALS; CRUELTY TO COMPANION ANIMALS.

~~—(a) No person shall:~~

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

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

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

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

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

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

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

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

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

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

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

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

~~—(1) As used in this section:~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

~~(ORC 959.131)~~

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

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

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

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

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

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

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

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

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

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

~~(ORC 959.99(E))~~

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

DATE: **December 9, 2019**

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

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

Approval:

Skipped Brad McCloud	Skipped Jed Hood	Stephen Cicak
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This legislation is the fifth amendment to the Animals & Fowl Chapter 505, Section 505.01 Definitions

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

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

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

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

505.01 DEFINITIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Clerk of Council**Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 Phone****ORDINANCE REQUEST****DATE: December 9, 2019****TO: Public Safety, Law and Courts Committee****RE: Animals & Fowl Amendment Phase 6 Tethering and Dangerous Dogs**

Approval:

Skipped Brad McCloud	Skipped Jed Hood	Stephen Cicak
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This legislation is the sixth amendment to the Animals & Fowl Chapter 505 discussing tethering animals and Dangerous Dogs and Animals.

AN ORDINANCE TO AMEND CHAPTER 505 ANIMALS AND FOWL, SECTION 505.37 DANGEROUS DOGS AND OTHER ANIMALS AND TO ADD SECTION 505.13 TETHERING ANIMALS TO THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO

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

SECTION 1. That Chapter 505 ANIMALS AND FOWL, Section 505.37 Dangerous Dogs and other Animals be amended in the Code of Ordinances for the City of Reynoldsburg be and is hereby attached as Exhibit A.

SECTION 2. That Section 505.13 Tethering Animals be added to Chapter 505 ANIMALS AND FOWL of the Code of Ordinances for the City of Reynoldsburg.

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

505.13 TETHERING ANIMALS.

(a) No person shall tether an animal in any of the following circumstances:

(1) For more than six (6) hours total in a twenty-four (24) hour period and not more than two (2) unsupervised consecutive hours with no less than a one (1) hour period between tetherings;

(2) Between the hours of 11:00 p.m. and 6:00 a.m. other than short, not to exceed 15 minutes, periods for the animal to relieve itself;

(3) When a heat or cold advisory has been issued by a local or state authority or the National Weather Service;

(4) When a severe weather warning has been issued by a local or state authority or the National Weather Service;

(5) When the tether is less than twenty (20) feet in length;

(6) When the tether allows the animal to come within fifteen (15) feet of a sidewalk or property line;

(7) When the tether is attached by means of a pinch-type, prong-type, of choke-type collar or if the collar is unsafe or is not properly fitted;

(8) When the tether may cause injury or entanglement;

(9) When the tether is made of a material that is unsuitable for the animal's size and weight or that causes any unnecessary discomfort to the animal;

(10) When no owner or occupant is present at the premises;

(b) As used in this section, "tether" means a rope, chain, cord, dog run or pulley, or similar restraint for holding an animal in place, allowing a radius in which it can move about.

(c) Whoever violates this section is guilty of a minor misdemeanor on the first offense, a misdemeanor of the fourth degree on the second offense, and a misdemeanor of the first degree on the third or any subsequent offense. Notwithstanding the foregoing penalties, if an animal becomes sick or injured as a result of this section, then whoever violates this section is guilty of a misdemeanor of the first degree.

505.37 DANGEROUS DOGS AND OTHER ANIMALS; PERMIT REQUIRED; FEE; IMPOUNDING.

(a) In addition to registration of a dog as required by Section 505.07 and Ohio R.C. Sections 955.03 and 955.09, the owner, keeper or harborer of a dangerous dog ~~or other~~

~~dangerous animal~~ as defined in 505.01(b) shall pay a permit fee to own, keep or harbor a dangerous dog to the City of Reynoldsburg and obtain the permit from the Chief of Police at a cost ~~set in the City's fee schedule~~ of thirty dollars (\$30.00) for such permit in addition to the payment of any fee for registration of the dog as required by the Ohio Revised Code and these Codified Ordinances.

(1) The owner, keeper, or harbinger of such dangerous dog ~~or dangerous animal~~ shall pay for the permit at the Reynoldsburg City Auditor's Office and receive a receipt. The receipt shall be presented to the Chief of Police in order to obtain a permit.

(b) (1) The permit to own, keep or harbor a dangerous dog ~~or dangerous animal~~ shall be valid only during the calendar year in which the permit is issued, and during the first twenty days of the following calendar year.

(2) The permit fee for any dangerous dog ~~or other dangerous animal~~ is ~~set in the City's fee schedule~~ thirty dollars (\$30.00) if purchased prior to July 1st of any calendar year. If the permit is purchased on or after July 1st of any calendar year, the permit fee is ~~half the rate set in the City's fee schedule~~ fifteen dollars (\$15.00).

(c) No owner, keeper or harbinger of a dangerous dog ~~or other dangerous animal~~, as defined in section 505.01(b), shall fail to publicly display a sign on the premises where the dangerous dog ~~or other dangerous animal~~ is kept or harbored that notifies the public of the presence of a dangerous dog ~~or other dangerous animal~~ on the property of the owner, keeper or harbinger. The owner, keeper or harbinger of the dog shall provide such sign which shall contain, in lettering that is at least two inches in height, the statement "caution, beware of dangerous dog ~~or other dangerous animal~~" or other statement that provides reasonable notice of the presence of a dangerous dog ~~or other dangerous animal~~ on the premises.

(d) No person shall own, keep, or harbor any dangerous dog ~~or other dangerous animal~~, as defined in section 505.01 (b) without registering and obtaining a permit as required in divisions (a) and (b) of this section for such dangerous dog ~~or other dangerous animal~~.

(e) ~~Any owner, keeper or harbinger of any dangerous dog as defined in division 505.01(b), shall provide satisfactory evidence of the fact that the dangerous dog has been neutered or spayed. Whoever violates division (c) or (d) of this section is guilty of a misdemeanor of the third degree and the animal control officer shall seize and impound the dangerous dog or other dangerous animal in the municipality that is not properly confined or restrained, pursuant to Ohio R.C. 955.22(A) to (D), until such time as the owner, keeper or harbinger of the dangerous dog or other dangerous animal demonstrates compliance with Ohio R.C. 955.22(A) to (D). If the owner does not comply with the provisions of Ohio R.C. 955.22(A) to (D) within three (3) days of such seizure, then the dangerous dog or other dangerous animal shall be humanely destroyed.~~

(f) ~~Any~~ No owner, keeper, or harbinger of a dangerous dog or other dangerous animal, as defined in division 505.01(b), shall ~~provide satisfactory evidence of the fact that the dog has been permanently identified by means of a microchip and the dog's microchip number.~~ refuse to permit the routine inspection of such dangerous dog or other dangerous animal on the premises of the same by the animal control officer, police officer, or other person authorized by the mayor or police chief, county board of health or an employee or agent thereof, to insure compliance with the divisions contained herein or any provision of the Ohio revised code, nor conceal such dangerous dog or other dangerous animal from the animal control officer, police officer or other person authorized by the mayor or police chief, or county board of health, or an employee or agent thereof, attempting to accomplish such inspection.

(g) ~~No owner, keeper or harbinger of a dangerous dog or other dangerous animal, as defined in division 505.01(b) shall fail to report to the city animal control officer or a police officer the theft or loss of a dangerous dog or other dangerous animal within five hours of the discovery of the theft or loss.~~ Whoever violates division (c), (d), (e) or (f) of this section is guilty of a misdemeanor of the third degree and the animal control officer shall seize and impound the dangerous dog in the municipality that is not properly confined or restrained, pursuant to Ohio R.C. 955.22(A) to (D), until such time as the owner, keeper or harbinger of the dangerous dog demonstrates compliance with Ohio R.C. 955.22(A) to (D). If the owner does not comply with the provisions of Ohio R.C. 955.22(A) to (D) within three (3) days of such seizure, then the dangerous dog shall be humanely destroyed.

(h) ~~Whoever violates divisions (f) or (g) is guilty of a misdemeanor of the fourth degree.~~ No owner, keeper or harbinger of a dangerous dog as defined in division 505.01(b) shall fail to report to the city animal control officer or a police officer the theft or loss of a dangerous dog within five hours of the discovery of the theft or loss.

(i) Whoever violates division (h) is guilty of a misdemeanor of the fourth degree.

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

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

ORDINANCE REQUEST

DATE: **December 9, 2019**

TO: **Finance and Administration Committee**

RE: 2020 Interim Budget Appropriation

Approval:

Completed Brad McCloud	Completed Jed Hood	Stephen Cicak
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Emergency/Suspension: Emergency

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

Explanation of legislation and need: to have an approved interim 2020 budget in place by December 31, 2019.

**AN ORDINANCE TO MAKE INTERIM APPROPRIATIONS FOR EXPENSES AND
OTHER EXPENDITURES OF THE CITY OF REYNOLDSBURG, STATE OF
OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2020, AND
DECLARING AN EMERGENCY**

WHEREAS, appropriations are required effective January 1, 2020 to provide for the expenses and other expenditures associated with the operation of the City of Reynoldsburg for the fiscal year ending December 31, 2020.

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

SECTION 1. That the following interim appropriations are hereby made in the General Fund (110):

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

SECTION 2. That the following interim appropriations are hereby made in the following funds:

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, 2019 shall be and are hereby appropriated in the Fiduciary Funds, the Capital Improvement Project Funds, and revenues credited to the Fiduciary Funds shall be appropriated upon receipt to the proper associated accounts. That the 2019 capital project encumbrances funded by OPWC are hereby reappropriated. The ending balance in the Water and Wastewater CIP revenue accounts for prior year shall 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 \$_____ shall be and is hereby appropriated in Taylor Square School TIEF Fund (970) and transferred to the Taylor Square TIEF Debt Retirement Fund (330).

SECTION 7. That the amount of \$_____ 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 \$_____ 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

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

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, 2020.

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 interim appropriations for operation of the City beginning January 1, 2020 with a final budget being adopted by City Council prior to April 1, 2020; wherefore, upon adoption by Council this Ordinance shall be in effect January 1, 2020 upon the signature by the Mayor.

City of Reynoldsburg

2020 Budget

Submitted by Brad McCloud

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, 2020 AND DECLARING AN EMERGENCY

WHEREAS, various appropriations are required effective January 1, 2020, to provide for the current expenses and other expenditures associated with the operations of the City for the fiscal year ending December 31, 2020.

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)	2020 Budget Request
TRANSFERS	110	0	0	0			0	0
POLICE	111	11,207,789	444,000	781,350			710,400	13,143,539
MECHANIC	290	172,602	131,800	46,950				351,352
PARKS & RECR.	340	1,078,807	296,284	655,954			150,067	2,181,112
SENIOR CENTER	343	176,253	13,600	42,550			15,000	247,403
COMMUNITY EVENTS	344	103,813	17,109	198,365				319,287
SERVICE	448	696,824	24,200	698,650			5,000	1,424,674
BUILDING	479	454,468	12,000	86,000			125,000	677,468
MAYOR	522	176,483	850	40,600				217,933
CIVIL SERVICE	534	66,408	3,000	36,000			500	105,908
CITY AUDITOR	545	384,618	5,500	101,490				491,608
CITY ATTORNEY	554	642,727	4,400	90,563				737,690
CITY COUNCIL	571	195,301	2,000	54,850				252,151
DEVELOPMENT	580	311,038	3,750	277,000			2,500	594,288
HUMAN RE.	582	157,282	17,000	32,550			500	207,332
COMPUTER	584		13,000	415,000			104,750	532,750
CLERK OF COURTS	593	280,925	4,500	97,190				382,615
GENERAL ADMIN.	595	270,166	3,500	716,250			30,000	1,019,916
PUBLIC HEALTH	810			333,255				333,255
GENERAL FUND		16,375,504	996,493	4,704,567	0	0	1,143,717	23,220,281

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)	2020 Budget Request
INCOME TAX	220	83,647	700	91,900		2,410,000		2,586,247
COURT COMPUTER	211		15,000	40,500			15,000	70,500
STREET	260	704,403	293,500	148,830			310,000	1,456,733
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/EDUCATION	293							0
FEDERAL FORFEITURE	294							0
LAW ENFORC/ASST	295							0
EDWARD BYRNE	297							0
WATER	710	469,268	173,000	5,679,175	369,582		463,499	7,154,524
WASTEWATER	720	528,902	110,500	5,564,634	39,944		463,499	6,707,479
STORM WATER	740	333,341	52,000	1,028,090	122,967		163,000	1,699,398
REFUSE COLL.	750		2,000	2,870,000				2,872,000
PERMISSIVE LIC.	230							0
POLICE PENSION	240	150,000				3,500		153,500
SEWER CAPACITY	250			250	64,177			64,427
GENERAL DEBT	310				3,055,518			3,055,518
S. A. DEBT	320							0
TAYLOR SQ. DEBT	330				571,829			571,829
EMPLOYEE FUND	690							0
Taylor Sq Tif	970			25,000				25,000
BRICE-MAIN DEBT	971			4,000	80,525			84,525
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		2,269,561	716,700	15,478,979	4,304,542	2,413,500	1,414,998	26,598,280

Attachment: 2020 Initial Budget for 1st read (2020 Interim Budget Appropriation)

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.

11.g.a

SECTION 4. That the unencumbered balances as of December 31, 2019 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 2019 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 \$ 571,829 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 \$ 1,150,000 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 \$ 175,000 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, 2020.

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, 2020 must be adopted by City Council prior to April 1, 2020; wherefore, upon adoption by Council this ordinance shall be in effect upon the signature by the Mayor.

Attachment: 2020 Initial Budget for 1st read (2020 Interim Budget Appropriation)

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Attachment: 2020 Initial Budget for 1st read (2020 Interim Budget Appropriation)

Account Number	Account Description	2019 Adopted Budget	2019 Amended Budget	2020 Department Entry	Department Entry Comments	Mayor's Budget Comments
Fund: 110 - General Fund						
EXPENSES						
Department: 111 - Police Division						
5100 - Personal Services						
5102	Wages-Staff	881,997.0000	881,997.0000	1,029,205.0000		
5104	Wages-Part time	122,892.0000	122,892.0000	123,109.0000		
5105	Overtime	350,000.0000	350,000.0000	365,000.0000		
5106	Longevity	52,550.0000	52,550.0000	52,050.0000		
5109	HSA Employer Funding	252,000.0000	252,000.0000	294,000.0000		
5111	Wages Chief	119,480.0000	119,480.0000	127,792.0000		
5113	Wages Enforcement	5,299,278.0000	5,299,278.0000	6,335,833.0000		
5151	PERS Contribution	141,315.0000	141,315.0000	163,809.0000		
5152	PDPF Contribution	908,093.0000	908,093.0000	1,184,970.0000		
5155	PERS Pickup	46,322.0000	46,322.0000	57,388.0000		
5161	Group Insurance	1,132,076.0000	1,133,710.2300	1,358,197.0000		
5166	Medicare	98,972.0000	98,972.0000	116,436.0000		
Account Classification Total: 5100 - Personal Services		\$9,404,975.00	\$9,406,609.23	\$11,207,789.00		
5200 - Supplies						
5201	Office Supplies	9,500.0000	10,065.7400	9,500.0000		
5202	Photo Copy Supplies	3,500.0000	3,500.0000	3,500.0000		
5203	Computer Supplies	18,000.0000	18,637.0200	15,000.0000		
5205	Small Tools/Minor Equipment	6,000.0000	7,049.9100	31,000.0000		
5206	Evidence	10,000.0000	10,000.0000	10,000.0000		
5207	Law Enforcement Supplies	93,000.0000	122,900.9600	90,000.0000		
5213	Repair and Maintenance Supplies	11,000.0000	11,000.0000	11,000.0000		
5241	Uniforms-Purchased	212,000.0000	243,684.6200	139,000.0000		
5251	MV Gas and Oil	130,000.0000	135,599.5900	135,000.0000		
Account Classification Total: 5200 - Supplies		\$493,000.00	\$562,437.84	\$444,000.00		

Attachment: 2020 Interim Budget for 1st read

Account Number	Account Description	2019 Adopted Budget	4019 Amended Budget	4040 Unapportioned Entry Department Entry Comments	Mayor's Budget Comments
5300 - Services					
5311	Utilities	144,530.0000	160,425.0100	145,000.0000	
5321	Professional Training	55,000.0000	74,762.7000	116,000.0000	
5323	Publications	2,850.0000	2,850.0000	2,850.0000	
5324	Professional Association Dues	2,500.0000	2,695.0000	2,500.0000	
5325	Educational Assistance	10,000.0000	10,000.0000	10,000.0000	
5339	Misc Contract Services	83,600.0000	85,210.9000	82,000.0000	
5351	Liability Insurance Deductible	25,000.0000	25,000.0000	25,000.0000	
5361	Building Repair/Maintenance	132,500.0000	133,427.3900	93,000.0000	
5362	Equipment Maintenance	72,000.0000	76,000.0000	61,000.0000	
5363	ITV Repair/Maintenance-External	27,000.0000	27,174.5200	30,000.0000	
5366	Computer Maintenance	3,000.0000	3,000.0000	3,000.0000	
5375	Prisoner Care	140,000.0000	141,170.4100	130,000.0000	
5391	Postage	6,500.0000	6,688.0500	7,000.0000	
5392	Fingerprinting Services	2,500.0000	2,500.0000	1,500.0000	
5393	L.E.A.D.S Terminal	8,500.0000	9,100.0000	8,500.0000	
5395	Printing/Advertising	15,000.0000	16,594.5400	20,000.0000	
5396	Uniform Cleaning/Repairs	35,000.0000	37,423.1500	40,000.0000	
5399	Other Miscellaneous Services	4,000.0000	4,500.0000	4,000.0000	
Account Classification Total: 5300 - Services		\$769,480.00	\$818,521.67	\$781,350.00	
5600 - Capital Purchases					
5631	Furniture and Fixtures	10,000.0000	10,000.0000	10,000.0000	
5632	Motor Vehicles	383,470.0000	418,262.9000	452,000.0000	
5633	Machinery and Equipment	93,000.0000	93,209.8900	130,000.0000	
5634	Unmarked Vehicles	58,400.0000	58,400.0000	8,400.0000	
5639	Other Equipment	75,000.0000	71,617.5000	110,000.0000	
Account Classification Total: 5600 - Capital Purchases		\$619,870.00	\$651,490.29	\$710,400.00	
Department Total: 111 - Police Division		\$11,287,325.00	\$11,439,059.03	\$13,143,539.00	

Attachment: 2020 Initial Budget for 1st read (2020 Interim Budget Appropriation)

Account Number	Account Description	2019 Adopted Budget	2019 Amended Budget	2020 Department Entry	Department Entry Comments	Mayor's Budget Comments
Department: 290 - Mechanic						
5100 - Personal Services						
5102	Wages-Staff	101,288.0000	101,288.0000	109,245.0000		
5106	Longevity	550.0000	550.0000	550.0000		
5109	HSA Employer Funding	8,000.0000	8,000.0000	8,000.0000		
5151	PERS Contribution	14,257.0000	14,257.0000	15,371.0000		
5161	Group Insurance	37,844.0000	37,844.0000	37,844.0000		
5166	Medicare	1,477.0000	1,477.0000	1,592.0000		
Account Classification Total: 5100 - Personal Services		\$163,416.00	\$163,416.00	\$172,602.00		
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	110,000.0000	115,080.9900	120,000.0000		
5259	Operating Materials and Supplies	7,500.0000	9,139.3900	8,500.0000		
Account Classification Total: 5200 - Supplies		\$120,800.00	\$127,520.38	\$131,800.00		
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	40,000.0000	41,607.8100	40,000.0000		
5397	Uniform Rental	1,350.0000	1,418.8800	1,450.0000		
5399	Other Miscellaneous Services	1,500.0000	1,500.0000	1,500.0000		
Account Classification Total: 5300 - Services		\$46,850.00	\$46,526.69	\$46,950.00		
5600 - Capital Purchases						
5633	Machinery and Equipment	16,100.0000	16,100.0000	0.0000		
Account Classification Total: 5600 - Capital Purchases		\$16,100.00	\$16,100.00	\$0.00		
Department Total: 290 - Mechanic		\$347,166.00	\$355,563.07	\$351,352.00		

Account Number	Account Description	2019 Adopted Budget	2019 Amended Budget	2020 Department Entry	Department Entry Comments	Mayor's Budget Comments
Department: 340 - Parks and Recreation						
5100 - Personal Services						
5101	Salary-Elected Officials/Director	89,522.0000	89,522.0000	95,755.0000		
5102	Wages-Staff	407,677.0000	407,677.0000	501,122.0000		
5105	Overtime	15,700.0000	15,700.0000	42,000.0000		
5106	Longevity	1,500.0000	1,500.0000	1,700.0000		
5109	HSA Employer Funding	34,000.0000	34,000.0000	38,000.0000		
5141	Wages-Seasonal Labor	110,000.0000	110,000.0000	110,000.0000		
5151	PERS Contribution	87,416.0000	87,416.0000	105,081.0000		
5161	Group Insurance	155,452.0000	155,452.0000	174,266.0000		
5166	Medicare	9,054.0000	9,054.0000	10,883.0000		
Account Classification Total: 5100 - Personal Services		\$910,321.00	\$910,321.00	\$1,078,807.00		
5200 - Supplies						
5201	Office Supplies	500.0000	2,474.3600	800.0000		
5203	Computer Supplies	500.0000	500.0000	500.0000		
5205	Small Tools/Minor Equipment	5,600.0000	10,944.2500	8,000.0000		
5209	Chemicals	32,125.0000	32,125.0000	35,690.0000		
5213	Repair and Maintenance Supplies	75,000.0000	84,896.3900	71,510.0000		
5215	Recreational Supplies	54,000.0000	59,371.7600	72,864.0000		
5241	Uniforms-Purchased	2,500.0000	2,949.9400	2,500.0000		
5251	MV/ Gas and Oil	19,000.0000	23,278.0100	20,000.0000		
5252	Aggregates	17,000.0000	17,000.0000	16,330.0000		
5259	Operating Materials and Supplies	48,000.0000	50,000.0000	68,090.0000		
Account Classification Total: 5200 - Supplies		\$254,225.00	\$283,539.71	\$296,284.00		
5300 - Services						
5303	Community Events	10,000.0000	31,341.7200	10,000.0000		
5311	Utilities	36,000.0000	42,663.1200	37,000.0000		
5321	Professional Training	4,500.0000	4,500.0000	3,000.0000		
5322	Conference/Reimb	9,425.0000	10,283.6200	8,675.0000		
5323	Publications	250.0000	250.0000	250.0000		
5324	Professional Association Dues	2,200.0000	2,410.0000	1,500.0000		
5338	Personal Service Contracts	55,000.0000	58,866.0000	72,000.0000		
5339	Misc Contract Services	170,000.0000	340,146.2500	446,169.0000		
5361	Building Repair/Maintenance	47,000.0000	67,600.0000	43,000.0000		
5362	Equipment Maintenance	2,000.0000	2,000.0000	2,000.0000		
5391	Postage	6,000.0000	6,000.0000	6,500.0000		
5395	Printing/Advertising	23,000.0000	23,000.0000	23,000.0000		
5399	Other Miscellaneous Services	4,000.0000	4,032.8700	2,860.0000		
Account Classification Total: 5300 - Services		\$369,375.00	\$593,093.58	\$655,954.00		
5600 - Capital Purchases						
5631	Furniture and Fixtures	0.0000	10,574.5000	0.0000		
5632	Motor Vehicles	60,533.0000	71,211.0000	0.0000		
5633	Machinery and Equipment	12,000.0000	17,735.8400	89,067.0000		
5639	Other Equipment	11,500.0000	11,500.0000	61,000.0000		
Account Classification Total: 5600 - Capital Purchases		\$84,033.00	\$111,021.34	\$150,067.00		
Department Total: 340 - Parks and Recreation		\$1,617,954.00	\$1,897,975.63	\$2,181,112.00		

Account Number	Account Description	2019 Adopted Budget	2019 Amended Budget	2020 Unapportioned Entry	Department Entry Comments	Mayor's Budget Comments
Department: 343 - Senior Center						
5100 - Personal Services						
5102	Wages-Self	66,182.0000	66,182.0000	70,794.0000		
5104	Wages-Part Time	62,021.0000	62,021.0000	60,319.0000		
5105	Overtime	0.0000	0.0000	1,000.0000	Judy Doran is overtime eligible, please add \$3,000	
5106	Longevity	600.0000	600.0000	600.0000		
5109	HSA Employer Funding	4,000.0000	4,000.0000	4,000.0000		
5151	PERs Contribution	18,032.0000	18,032.0000	18,580.0000		
5161	Group Insurance	19,036.0000	19,036.0000	19,036.0000		
5166	Medicare	1,868.0000	1,868.0000	1,924.0000		
Account Classification Total: 5100 - Personal Services		\$171,739.00	\$171,739.00	\$176,253.00		
5200 - Supplies						
5201	Office Supplies	1,200.0000	1,278.9600	1,400.0000		
5203	Computer Supplies	1,500.0000	1,500.0000	1,200.0000		
5213	Repair and Maintenance Supplies	8,500.0000	9,893.1500	5,300.0000		
5215	Recreational Supplies	3,000.0000	3,305.7800	2,700.0000		
5216	Contributed Supplies Purchased	0.0000	20,191.1400	0.0000		
5252	Aggregates	0.0000	0.0000	1,080.0000		
5259	Operating Materials and Supplies	3,000.0000	3,000.0000	2,000.0000		
Account Classification Total: 5200 - Supplies		\$17,200.00	\$39,169.03	\$13,680.00		
5300 - Services						
5311	Utilities	15,000.0000	15,754.8700	5,000.0000		
5321	Professional Training	300.0000	300.0000	300.0000		
5322	Conference/Reimb	400.0000	689.0000	400.0000		
5324	Professional Association Dues	150.0000	250.0000	150.0000		
5339	Misc Contract Services	8,000.0000	9,773.4700	9,200.0000		
5361	Building Repair/Maintenance	50,000.0000	50,776.0700	25,000.0000		
5391	Postage	2,500.0000	2,500.0000	2,500.0000		
Account Classification Total: 5300 - Services		\$76,350.00	\$80,043.41	\$42,550.00		
5600 - Capital Purchases						
5639	Other Equipment	0.0000	0.0000	15,000.0000		
Account Classification Total: 5600 - Capital Purchases		\$0.00	\$0.00	\$15,000.00		
Department Total: 343 - Senior Center		\$265,289.00	\$290,951.44	\$247,403.00		

Attachment: 2020 Initial Budget for 1st read (2020 Interim Budget Appropriation)

Account Number	Account Description	2019 Adopted Budget	2019 Amended Budget	2020 Department Entry	Department Entry Comments	Mayor's Budget Comments
Department: 344 - Community Events						
5100 - Personal Services						
5102	Wages-Staff	59,740.0000	59,740.0000	65,107.0000		
5105	Overtime	5,000.0000	5,000.0000	5,000.0000		
5109	HSA Employer Funding	4,000.0000	4,000.0000	4,000.0000		
5151	PERS Contribution	9,064.0000	9,064.0000	9,815.0000		
5161	Group Insurance	18,922.0000	18,922.0000	18,874.0000		
5166	Medicare	939.0000	939.0000	1,017.0000		
Account Classification Total: 5100 - Personal Services		\$97,665.00	\$97,665.00	\$103,813.00		
5200 - Supplies						
5201	Office Supplies	300.0000	300.0000	300.0000		
5215	Recreational Supplies	13,310.0000	15,310.0000	16,809.0000		
Account Classification Total: 5200 - Supplies		\$13,610.00	\$15,610.00	\$17,109.00		
5300 - Services						
5303	Community Events	520.0000	520.0000	500.0000		
5311	Utilities	840.0000	840.0000	1,200.0000		
5322	Conference/Reimb	1,250.0000	1,250.0000	950.0000		
5324	Professional Association Dues	700.0000	700.0000	215.0000		
5339	Misc Contract Services	127,975.0000	168,850.6000	169,500.0000		
5395	Printing/Advertising	15,000.0000	18,500.0000	16,000.0000		
5399	Other Miscellaneous Services	14,200.0000	14,200.0000	10,000.0000		
Account Classification Total: 5300 - Services		\$160,485.00	\$204,860.60	\$198,365.00		
Department Total: 344 - Community Events		\$271,760.00	\$318,135.60	\$319,287.00		

Account Number	Account Description	2019 Adopted Budget	2019 Amended Budget	2020 Department Entry	Department Entry Comments	Mayor's Budget Comments
Department: 448 - Service Department						
5100 - Personal Services						
5101	Salary-Elected Officials/Director	91,121.0000	91,121.0000	90,000.0000		
5102	Wages-Staff	317,913.0000	317,913.0000	356,125.0000		
5105	Overtime	3,000.0000	3,000.0000	7,000.0000	Increase in overtime due to last year being under estimated which caused Service Department to go over budget.	
5106	Longevity	2,500.0000	2,500.0000	2,600.0000		
5109	HSA Employer Funding	28,000.0000	28,000.0000	30,000.0000		
5151	PERS Contribution	58,035.0000	58,035.0000	63,801.0000		
5161	Group Insurance	129,884.0000	129,884.0000	140,690.0000		
5166	Medicare	6,011.0000	6,011.0000	6,608.0000		
Account Classification Total: 5100 - Personal Services		\$636,464.00	\$636,464.00	\$696,824.00		
5200 - Supplies						
5201	Office Supplies	1,700.0000	1,795.1800	1,500.0000		
5203	Computer Supplies	1,000.0000	1,022.0100	1,000.0000		
5213	Repair and Maintenance Supplies	18,000.0000	20,579.1100	20,000.0000	Budget increase to allow for price increase	
5251	MV Gas and Oil	1,500.0000	1,538.5300	1,700.0000	Increase to allow for additional expenses	
Account Classification Total: 5200 - Supplies		\$22,200.00	\$24,934.83	\$24,200.00		
5300 - Services						
5301	Boards/Commissions	750.0000	750.0000	250.0000		
5302	Street Lighting	260,000.0000	273,360.6300	270,000.0000	There will be a small increase for 2020 Fireworks, and also allowing for increase in prices for 2020 Community Clean Up.	
5303	Community Events	35,000.0000	31,894.0000	40,000.0000		
5321	Professional Training	500.0000	590.0000	500.0000		
5322	Conference/Reimb	250.0000	250.0000	1,000.0000	Increase to allow Service staff to attend conferences	
5323	Publications	0.0000	0.0000	100.0000	Increase to allow for any publications the Service department may want for informational purposes	
5324	Professional Association Dues	0.0000	0.0000	250.0000	Increase to allow for any new dues for Service Staff	
5325	Educational Assistance	1,500.0000	1,500.0000	500.0000	Decrease due to staff has not shown an interest in educational assistance	
5331	Engineering/Architecture	125,000.0000	144,866.7700	125,000.0000		
5339	Misc Contract Services	86,550.0000	91,947.4200	125,000.0000	Increase to allow for any additional contractual services needed	
5362	Equipment Maintenance	4,000.0000	4,251.9500	4,500.0000	Increase for additional equipment maintenance expenses and/or any price increases	
5367	Streetscape Maintenance	0.0000	200.0000	50,000.0000	Increase to cover brick wall repairs, replacement liners/crash cans, tree grates	
5374	Emergency Management Services	40,000.0000	42,643.0000	45,000.0000	Increase to allow for any price changes from Franklin County	
5391	Postage	500.0000	500.0000	250.0000	Decrease in postage usage	
5395	Printing/Advertising	1,500.0000	1,500.0000	1,500.0000		
5397	Uniform Rental	2,500.0000	2,597.7200	2,500.0000		
5398	Tree/Grass Service	31,000.0000	31,250.0000	31,000.0000		
5399	Other Miscellaneous Services	1,300.0000	(23,380.0000)	1,300.0000		
Account Classification Total: 5300 - Services		\$590,350.00	\$604,721.49	\$698,650.00		
5600 - Capital Purchases						
5631	Furniture and Fixtures	0.0000	0.0000	5,000.0000	Increase to allow for new chairs in Service Director office and any other replacement needs in the department.	
Account Classification Total: 5600 - Capital Purchases		\$0.00	\$0.00	\$5,000.00		
Department Total: 448 - Service Department		\$1,249,014.00	\$1,266,120.32	\$1,424,674.00		

Account Number	Account Description	2019 Adopted Budget	2019 Amended Budget	2020 Department Entry	Department Entry Comments	Mayor's Budget Comments
Department: 479 - Building Department						
5100 - Personal Services						
5101	Salary-Elected Officials/Director	77,559,000	77,559,000	0,000		
5102	Wages-Staff	189,908,000	189,908,000	304,940,000		
5106	Longevity	600,000	600,000	650,000		
5109	HSA Employer Funding	14,000,000	14,000,000	18,000,000		
5151	PERS Contribution	37,179,000	37,179,000	42,433,000		
5161	Group Insurance	65,422,000	65,422,000	84,014,000		
5166	Medicare	3,887,000	3,887,000	4,431,000		
Account Classification Total: 5100 - Personal Services		\$388,555.00	\$388,555.00	\$454,468.00		
5200 - Supplies						
5201	Office Supplies	2,000,000	2,150,2700	2,000,000		
5241	Uniforms-Purchased	3,000,000	3,000,000	4,000,000	Asking for more due to additional employees	
5251	MV Gas and Oil	5,000,000	5,166,3200	6,000,000	Anticipating higher charges due to additional employees	
Account Classification Total: 5200 - Supplies		\$10,000.00	\$10,316.59	\$12,000.00		
5300 - Services						
5311	Utilities	5,000,000	5,373,5600	8,000,000		
5321	Professional Training	5,000,000	5,000,000	5,000,000		
5322	Conference/Reimb	1,500,000	1,500,000	1,500,000		
5323	Publications	1,500,000	1,500,000	500,000		
5324	Professional Association Dues	800,000	800,000	1,000,000		
5325	Educational Assistance	0,000	0,000	3,000,000	Jamal is continuing his education	
5331	Engineering/Architecture	1,500,000	1,500,000	1,500,000		
5339	Misc Contract Services	20,000,000	21,675,000	20,000,000		
5362	Equipment Maintenance	6,000,000	6,508,8200	5,000,000		
5366	Computer Maintenance	2,000,000	(8,000,000)	2,000,000		
5376	County Health Services	35,000,000	37,409,000	35,000,000		
5391	Postage	1,000,000	1,000,000	1,000,000		
5395	Printing/Advertising	3,500,000	3,500,000	2,000,000		
5399	Other Miscellaneous Services	500,000	500,000	500,000		
Account Classification Total: 5300 - Services		\$83,300.00	\$78,266.38	\$86,000.00		
5600 - Capital Purchases						
5631	Furniture and Fixtures	0,000	0,000	25,000,000	Desk and space needed for additional permit tech and code enforcement officers.	
5632	Motor Vehicles	0,000	0,000	100,000,000	The code enforcement trucks are very old and run down, we also need two additional trucks for the two additional code enforcers.	
5639	Other Equipment	0,000	34,680,000	0,000		
Account Classification Total: 5600 - Capital Purchases		\$0.00	\$34,680.00	\$125,000.00		
Department Total: 479 - Building Department		\$481,855.00	\$511,817.97	\$677,468.00		

Attachment: 2020 Initial Budget for 1st read (2020 Interim Budget Appropriation)

Account Number	Account Description	2019 Adopted Budget	2019 Amended Budget	2020 Department Entry	Department Entry Comments	Mayor's Budget Comments
Department: 522 - Mayor						
<i>5100 - Personal Services</i>						
5101	Salary-Elected Officials/Director	97,803.0000	97,803.0000	97,803.0000		
5102	Wages-Staff	0.0000	0.0000	25,413.0000		
5109	HSA Employer Funding	4,000.0000	4,000.0000	6,000.0000		
5151	PERS Contribution	13,692.0000	13,692.0000	17,250.0000		
5161	Group Insurance	18,700.0000	18,700.0000	28,230.0000		
5166	Medicare	1,418.0000	1,418.0000	1,787.0000		
<i>Account Classification Total: 5100 - Personal Services</i>		<i>\$135,613.00</i>	<i>\$135,613.00</i>	<i>\$176,483.00</i>		
<i>5200 - Supplies</i>						
5201	Office Supplies	600.0000	600.0000	600.0000		
5203	Computer Supplies	200.0000	200.0000	250.0000		
<i>Account Classification Total: 5200 - Supplies</i>		<i>\$800.00</i>	<i>\$800.00</i>	<i>\$850.00</i>		
<i>5300 - Services</i>						
5311	Utilities	50.0000	306.5600	800.0000		
5322	Conference/Reimb	1,000.0000	1,000.0000	1,000.0000		
5324	Professional Association Dues	700.0000	700.0000	1,000.0000		
5332	Legal Services	30,000.0000	39,943.6600	30,000.0000		
5339	Misc Contract Services	5,000.0000	5,385.0000	6,000.0000		
5391	Postage	250.0000	250.0000	300.0000		
5399	Other Miscellaneous Services	1,000.0000	1,000.0000	1,500.0000		
<i>Account Classification Total: 5300 - Services</i>		<i>\$38,000.00</i>	<i>\$48,585.22</i>	<i>\$40,600.00</i>		
Department Total: 522 - Mayor		\$174,413.00	\$184,998.22	\$217,933.00		

Attachment: 2020 Initial Budget for 1st read (2020 Interim Budget Appropriation)

Account Number	Account Description	2019 Adopted Budget	4019 Amended Budget	4020 Department Entry	Department Entry Comments	Mayor's Budget Comments
Department: 534 - Civil Service Commission						
5100 - Personal Services						
5104	Wages-Part time	59,273.0000	59,273.0000	57,521.0000		
5151	PER'S Contribution	7,780.0000	7,780.0000	8,053.0000		
5166	Medicare	859.0000	859.0000	834.0000		
Account Classification Total: 5100 - Personal Services		\$67,912.00	\$67,912.00	\$66,408.00		
5200 - Supplies						
5201	Office Supplies	700.0000	930.3900	700.0000		
5203	Computer Supplies	1,000.0000	1,000.0000	1,000.0000		
5239	Operating Materials and Supplies	900.0000	1,200.0000	1,300.0000		
Account Classification Total: 5200 - Supplies		\$2,600.00	\$3,130.39	\$3,000.00		
5300 - Services						
5321	Professional Training	600.0000	600.0000	600.0000		
5322	Conference/Reimb	700.0000	700.0000	700.0000		
5332	Legal Services	4,000.0000	4,000.0000	4,000.0000		
5336	Medical Services/Physical Exams	15,000.0000	20,358.0000	15,000.0000		
5339	Misc Contract Services	10,000.0000	16,000.0000	10,000.0000		
5391	Postage	200.0000	200.0000	200.0000		
5395	Printing/Advertising	5,000.0000	5,250.0000	5,000.0000		
5399	Other Miscellaneous Services	500.0000	500.0000	500.0000		
Account Classification Total: 5300 - Services		\$36,000.00	\$47,608.00	\$36,000.00		
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		\$107,012.00	\$119,150.39	\$105,908.00		

Account Number	Account Description	2019 Adopted Budget	2019 Amended Budget	2020 Department Entry	Department Entry Comments	Mayor's Budget Comments
Department: 545 - City Auditor						
5100 - Personal Services						
5101	Salary-Elected Officials/Director	87,342.0000	87,342.0000	90,769.0000		
5102	Wages-Staff	159,710.0000	159,710.0000	173,531.0000		
5104	Wages-Part time	39,065.0000	39,065.0000	45,489.0000		
5105	Overtime	2,000.0000	2,000.0000	2,000.0000		
5106	Longevity	600.0000	600.0000	600.0000		
5109	HSA Employer Funding	4,000.0000	4,000.0000	4,000.0000		
5151	PERS Contribution	39,370.0000	39,370.0000	42,694.0000		
5161	Group Insurance	20,008.0000	20,008.0000	21,316.0000		
5166	Medicare	3,915.0000	3,915.0000	4,229.0000		
Account Classification Total: 5100 - Personal Services		\$356,010.00	\$356,010.00	\$384,618.00		
5200 - Supplies						
5201	Office Supplies	2,500.0000	3,263.8900	2,500.0000		
5203	Computer Supplies	3,000.0000	3,755.7900	3,000.0000		
Account Classification Total: 5200 - Supplies		\$5,500.00	\$7,019.68	\$5,500.00		
5300 - Services						
5321	Professional Training	2,650.0000	2,650.0000	2,500.0000	payroll training Stephanie, AGA PDT, CRM	
5322	Conference/Reimb	2,800.0000	2,800.0000	4,300.0000	GROA -CLEVELAND; MUNICIPAL FINANCE MEETING	
5324	Professional Association Dues	1,000.0000	1,000.0000	1,300.0000	GROA, AGA, APA, OPT	
5333	Outside Professional Services	38,000.0000	38,000.0000	47,750.0000	Schonhardt, (CAFR), Wilson Shannon & Snow (Auditor), Baker Tilly (TIF admin), Meeder Investment Squire Dempsy/(bond), Dalene Pridet(Tag Audit) Nova Time/EMHT GMS34	
5339	Misc Contract Services	15,300.0000	31,662.5000	26,300.0000		
5362	Equipment Maintenance	1,200.0000	1,351.6400	1,500.0000	copier, shredder	
5366	Computer Maintenance	0.0000	0.0000	1,800.0000	timekeeping system	
5391	Postage	2,000.0000	2,000.0000	2,040.0000		
5395	Printing/Advertising	2,650.0000	2,650.0000	2,000.0000		
5399	Other Miscellaneous Services	12,000.0000	12,000.0000	12,000.0000	Monthly bank fees, cc fees, CAFR filing fee/dispatch/Bond Admin Fee	
Account Classification Total: 5300 - Services		\$77,600.00	\$94,114.14	\$101,490.00		
Department Total: 545 - City Auditor		\$439,110.00	\$457,143.82	\$491,608.00		

Attachment: 2020 Interim Budget for 1st read (2020 Interim Budget Appropriation)

Account Number	Account Description	2019 Adopted Budget	2019 Anticipated Budget	2020 Department Entry	Department Entry Comments	Mayor's Budget Comments
Department: 554 - City Attorney						
5100 - Personal Services						
5101	Salary-Elected Officials/Director	97,803.0000	97,803.0000	97,803.0000		
5102	Wages-Staff	247,038.0000	247,038.0000	256,697.0000		
5104	Wages-Part time	87,163.0000	87,163.0000	93,236.0000		
5106	Longevity	600.0000	600.0000	700.0000		
5109	HSA Employer Funding	22,000.0000	22,000.0000	22,000.0000		
5151	PERS Contribution	60,565.0000	60,565.0000	62,781.0000		
5161	Group Insurance	103,008.0000	103,008.0000	103,008.0000		
5166	Medicare	6,273.0000	6,273.0000	6,502.0000		
Account Classification Total: 5100 - Personal Services		\$624,450.00	\$624,450.00	\$642,727.00		
5200 - Supplies						
5201	Office Supplies	2,500.0000	2,500.0000	3,500.0000		
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		\$3,400.00	\$3,400.00	\$4,400.00		
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	6,800.0000	7,199.8400	7,200.0000		
5324	Professional Association Dues	2,500.0000	2,500.0000	2,500.0000		
5332	Legal Services	40,000.0000	40,000.0000	40,000.0000		
5333	Outside Professional Services	14,504.0000	14,504.0000	14,504.0000		
5337	Public Defender	5,000.0000	5,459.9000	5,459.0000		
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	2,998.6300	3,000.0000		
Account Classification Total: 5300 - Services		\$39,204.00	\$39,562.37	\$39,563.00		
Department Total: 554 - City Attorney		\$717,054.00	\$718,412.37	\$737,690.00		

Attachment: 2020 Initial Budget for 1st read 2020 Interim Budget Appropriation (u)

Account Number	Account Description	2019 Adopted Budget	2019 Amended Budget	2020 Department Entry	Department Entry Comments	Mayor's Budget Comments
Department: 571 - City Council						
5100 - Personal Services						
5101	Salary-Elected Officials/Director	62,162.0000	62,162.0000	63,842.0000		
5102	Wages-Staff	65,431.0000	65,431.0000	69,992.0000		
5104	Wages-Part time	22,495.0000	22,495.0000	26,470.0000		
5106	Longevity	550.0000	550.0000	0.0000		
5109	HSA Employer Funding	4,000.0000	4,000.0000	2,000.0000		
5151	PERS Contribution	21,089.0000	21,089.0000	22,443.0000		
5161	Group Insurance	19,036.0000	19,036.0000	8,230.0000		
5166	Medicare	2,184.0000	2,184.0000	2,324.0000		
Account Classification Total: 5100 - Personal Services		\$196,947.00	\$196,947.00	\$195,301.00		
5200 - Supplies						
5201	Office Supplies	1,500.0000	1,557.5700	1,500.0000		
5203	Computer Supplies	500.0000	500.0000	500.0000		
Account Classification Total: 5200 - Supplies		\$2,000.00	\$2,057.57	\$2,000.00		
5300 - Services						
5321	Professional Training	3,000.0000	3,000.0000	1,500.0000	Reduced from \$3,000 in 2019 3 training classes in St. Louis (IIMC) (\$189 x 3 = \$540) 3 possible leadership classes @ \$100 each 3 possible OMCA classes @ \$100 Increased \$500 from 2019 Attending both OMCA Institute (required for Board members) and IIMC Conference in St. Louis as I am being recognized for a leadership award Costs - OMCA \$400 conf + \$1000 for hotel IIMC \$610 conf + \$1100 for hotel + \$300 for flight	
5322	Conference/Reimb	3,000.0000	3,000.0000	3,500.0000		
5323	Publications	100.0000	100.0000	100.0000		
5324	Professional Association Dues	500.0000	500.0000	500.0000		
5325	Educational Assistance	3,500.0000	3,500.0000	0.0000	\$3,000 savings this year - no expense	
5339	Misc Contract Services	43,000.0000	44,765.2000	40,000.0000	\$3,000 reduction	
5391	Postage	300.0000	300.0000	250.0000	\$50 reduction	
5395	Printing/Advertising	3,000.0000	4,011.4400	3,000.0000		
5399	Other Miscellaneous Services	6,000.0000	6,000.0000	6,000.0000		
Account Classification Total: 5300 - Services		\$62,400.00	\$65,176.64	\$54,850.00		
Department Total: 571 - City Council		\$261,347.00	\$264,181.21	\$252,151.00		

Attachment: 2020 Initial Budget for 1st read (2020 Interim Budget Appropriation)

Account Number	Account Description	2019 Adopted Budget	2019 Amended Budget	2020 Department Entry	Mayor's Budget Comments
Department: 580 - Development Department					
5100 - Personal Services					
5101	Salary-Elected Official/Director	87,550.0000	87,550.0000	95,755.0000	
5102	Wages-Staff	115,360.0000	115,360.0000	125,227.0000	
5104	Wages-Part time	20,000.0000	20,000.0000	0.0000	
5109	HSA Employer Funding	10,000.0000	10,000.0000	10,000.0000	
5151	PERS Contribution	31,207.0000	31,207.0000	30,938.0000	
5161	Group Insurance	45,914.0000	45,914.0000	45,914.0000	
5166	Medicare	3,232.0000	3,232.0000	3,204.0000	
Account Classification Total: 5100 - Personal Services		\$313,263.00	\$313,263.00	\$311,038.00	
5200 - Supplies					
5201	Office Supplies	3,500.0000	3,625.1700	3,500.0000	
5203	Computer Supplies	250.0000	250.0000	250.0000	
Account Classification Total: 5200 - Supplies		\$3,750.00	\$3,875.17	\$3,750.00	
5300 - Services					
5301	Boards/Commissions	6,000.0000	6,040.3200	5,000.0000	
5311	Utilities	1,750.0000	1,952.6200	2,000.0000	
5321	Professional Training	1,500.0000	1,500.0000	1,500.0000	
5322	Conference/Reimb	10,000.0000	10,000.0000	10,000.0000	
5323	Publications	500.0000	500.0000	500.0000	
5324	Professional Association Dues	3,500.0000	3,500.0000	3,500.0000	
5325	Educational Assistance	3,000.0000	3,000.0000	3,000.0000	
5331	Engineering/Architecture	30,000.0000	30,222.4200	50,000.0000	
5332	Legal Services	10,000.0000	19,900.0000	20,000.0000	Anticipating receivership of blighted properties.
5339	Misc Contract Services	217,000.0000	223,085.0000	175,000.0000	
5391	Postage	1,000.0000	1,000.0000	500.0000	
5395	Printing/Advertising	5,000.0000	5,000.0000	5,000.0000	
5399	Other Miscellaneous Services	1,000.0000	1,000.0000	1,000.0000	
Account Classification Total: 5300 - Services		\$290,250.00	\$306,700.36	\$277,000.00	
5600 - Capital Purchases					
5631	Furniture and Fixtures	5,000.0000	5,000.0000	2,500.0000	
Account Classification Total: 5600 - Capital Purchases		\$5,000.00	\$5,000.00	\$2,500.00	
Department Total: 580 - Development Department		\$612,263.00	\$628,838.53	\$594,288.00	

Attachment: 2020 Initial Budget for 1st read (2020 Interim Budget Appropriation)

Account Number	Account Description	2019 Adopted Budget	2019 Amended Budget	2020 Department Entry	Department Entry Comments	Mayor's Budget Comments
Department: 582 - Human Resources Department						
5100 - Personal Services						
5101	Salary-Elected Officials/Director	85,850.0000	85,850.0000	91,818.0000		
5104	Wages-Part time	20,000.0000	14,000.0000	25,413.0000		
5106	Longevity	550.0000	550.0000	550.0000		
5109	HSA Employer Funding	2,000.0000	2,000.0000	4,000.0000		
5151	PERS Contribution	14,896.0000	14,896.0000	16,489.0000		
5161	Group Insurance	7,774.0000	7,774.0000	17,304.0000		
5166	Medicare	1,543.0000	1,543.0000	1,708.0000		
Account Classification Total: 5100 - Personal Services		\$132,613.00	\$126,613.00	\$157,282.00		
5200 - Supplies						
5201	Office Supplies	800.0000	996.5600	800.0000		
5203	Computer Supplies	200.0000	200.0000	200.0000		
5208	OSHA Supplies	14,000.0000	14,683.6800	16,000.0000		
Account Classification Total: 5200 - Supplies		\$15,000.00	\$15,880.24	\$17,000.00		
5300 - Services						
5321	Professional Training	0.0000	0.0000	1,000.0000		
5323	Publications	400.0000	400.0000	750.0000		
5324	Professional Association Dues	500.0000	500.0000	600.0000		
5336	Medical Services/Physical Exams	3,000.0000	3,105.6600	4,000.0000		
5339	Misc Contract Services	5,000.0000	5,000.0000	6,000.0000		
5391	Postage	200.0000	200.0000	200.0000		
5399	Other Miscellaneous Services	19,000.0000	21,512.5300	20,000.0000		
Account Classification Total: 5300 - Services		\$28,100.00	\$30,718.19	\$32,550.00		
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: 582 - Human Resources Department		\$176,213.00	\$173,711.43	\$207,332.00		

Attachment: 2020 Initial Budget for 1st read (2020 Interim Budget Appropriation)

Account Number	Account Description	2019 Adopted Budget	2019 Amended Budget	2020 Department Entry	Department Entry Comments	Mayor's Budget Comments
Department: 584 - Computer Department						
5200 - Supplies						
5201	Office Supplies	250,000	250,000	250,000		
5203	Computer Supplies	12,750,000	12,750,000	12,750,000		
	Account Classification Total: 5200 - Supplies	\$13,000.00	\$13,000.00	\$13,000.00		
5300 - Services						
5311	Utilities	800,000	800,000	800,000		
5339	Misc Contract Services	161,000,000	161,000,000	161,000,000		
5366	Computer Maintenance	242,800,000	243,357,210	253,200,000		
	Account Classification Total: 5300 - Services	\$404,600.00	\$405,157.21	\$415,000.00		
5600 - Capital Purchases						
5639	Other Equipment	317,000,000	323,398,720	104,750,000		
	Account Classification Total: 5600 - Capital Purchases	\$317,000.00	\$323,398.72	\$104,750.00		
	Department Total: 584 - Computer Department	\$734,600.00	\$741,555.93	\$532,750.00		

Attachment: 2020 Initial Budget for 1st read (2020 Interim Budget Appropriation)

Account Number	Account Description	2019 Adopted Budget	2019 Amended Budget	2020 Department Entry	Mayo's Budget Comments
Department: 593 - Clerk of Courts					
5100 - Personal Services					
5101	Salary-Elected Officials/Director	71,375.0000	71,375.0000	76,163.0000	
5102	Wages-Staff	86,765.0000	86,765.0000	97,601.0000	
5104	Wages-Part time	25,867.0000	25,867.0000	29,511.0000	
5106	Longevity	600.0000	600.0000	600.0000	
5109	HSA Employer Funding	12,000.0000	12,000.0000	8,000.0000	
5151	PERS Contribution	25,061.0000	25,061.0000	27,843.0000	
5161	Group Insurance	56,771.0000	56,771.0000	38,251.0000	
5166	Medicare	2,677.0000	2,677.0000	2,956.0000	
Account Classification Total: 5100 - Personal Services		\$281,116.00	\$281,116.00	\$280,925.00	
5200 - Supplies					
5201	Office Supplies	4,500.0000	4,667.9300	2,500.0000	
5203	Computer Supplies	0.0000	0.0000	2,000.0000	
Account Classification Total: 5200 - Supplies		\$4,500.00	\$4,667.93	\$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	63,000.0000	63,000.0000	
5339	Misc Contract Services	1,000.0000	1,220.0000	1,500.0000	
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	28,468.0000	25,000.0000	
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	2,490.0000	2,490.0000	
Account Classification Total: 5300 - Services		\$94,600.00	\$100,378.00	\$97,190.00	
Department Total: 593 - Clerk of Courts		\$370,216.00	\$386,161.93	\$382,615.00	

Attachment: 2020 Initial Budget for 1st read (2020 Interim Budget Appropriation)

Account Number	Account Description	2019 Adopted Budget	2019 Amended Budget	2020 Department Entry	Department Entry Comments	Mayor's Budget Comments
Department: 595 - General and Administrative						
5100 - Personal Services						
5164	Workers Compensation	251,165.0000	459,537.0000	245,166.0000		
5165	Unemployment Compensation	25,000.0000	25,000.0000	25,000.0000		
	Account Classification Total: 5100 - Personal Services	\$276,165.00	\$484,537.00	\$270,166.00		
5200 - Supplies						
5202	Photo Copy Supplies	3,500.0000	4,045.3000	3,500.0000		
	Account Classification Total: 5200 - Supplies	\$3,500.00	\$4,045.30	\$3,500.00		
5300 - Services						
5301	Boards/Commissions	15,500.0000	16,755.5500	25,000.0000		
5311	Utilities	195,000.0000	207,057.9900	215,000.0000		
5324	Professional Association Dues	26,000.0000	26,000.0000	28,000.0000		
5351	Liability Insurance Deductible	185,000.0000	185,000.0000	195,000.0000		
5352	Motor Vehicle Insurance	50,000.0000	50,000.0000	70,000.0000		
5353	Employee Fidelity Bond	2,000.0000	2,000.0000	2,500.0000		
5361	Building Repair/Maintenance	65,000.0000	84,666.5300	65,000.0000		
5362	Equipment Maintenance	2,500.0000	2,500.0000	2,500.0000		
5371	Election Expense	40,000.0000	40,000.0000	25,000.0000		
5372	Delinquent Tax Advertising	1,000.0000	1,000.0000	750.0000		
5373	Auditor/Treasurer Fees	8,500.0000	8,500.0000	8,500.0000		
5391	Postage	8,500.0000	9,025.6600	9,000.0000		
5394	Taxes/Assessments-City Property	60,000.0000	60,000.0000	60,000.0000		
5399	Other Miscellaneous Services	10,000.0000	10,000.0000	10,000.0000		
	Account Classification Total: 5300 - Services	\$669,000.00	\$702,505.73	\$716,250.00		
5600 - Capital Purchases						
5611	Buildings	0.0000	167,431.3500	0.0000		
5631	Furniture and Fixtures	1,500.0000	1,500.0000	0.0000		
5639	Other Equipment	15,000.0000	25,473.9600	30,000.0000		
	Account Classification Total: 5600 - Capital Purchases	\$16,500.00	\$194,405.31	\$30,000.00		
	Department Total: 595 - General and Administrative	\$965,165.00	\$1,385,493.34	\$1,019,916.00		

Attachment: 2020 Initial Budget for 1st read (2020 Interim Budget Appropriation)

Account Number	Account Description	2019 Adopted Budget	2019 Amended Budget	2020 Department Entry	Department Entry Comments	Mayor's Budget Comments
Department: 810 - Public Health and Welfare						
<i>5300 - Services</i>						
5376	County Health Services	319,733.0000	319,733.0000	333,255.0000		
	<i>Account Classification Total: 5300 - Services</i>	<i>\$319,733.00</i>	<i>\$319,733.00</i>	<i>\$333,255.00</i>		
	Department Total: 810 - Public Health and Welfare	\$319,733.00	\$319,733.00	\$333,255.00		
	<i>EXPENSES Total</i>	<i>\$20,397,489.00</i>	<i>\$21,459,003.23</i>	<i>\$23,220,281.00</i>		
	Fund EXPENSE Total: 110 - General Fund	\$20,397,489.00	\$21,459,003.23	\$23,220,281.00		
	EXPENSE GRAND Totals:	\$20,397,489.00	\$21,459,003.23	\$23,221,042.00		

Attachment: 2020 Initial Budget for 1st read (2020 Interim Budget Appropriation)

Account Number	Account Description	2019 Adopted Budget	2019 Amended Budget	2020 Department Entry	Department Entry Comments	Mayor's Budget Comments
Fund: 211 - Computerized Needs (courts)						
EXPENSES						
Department: 000 - General						
5200 - Supplies						
5201	Office Supplies	4,000.0000	4,000.0000	0.0000		
5203	Computer Supplies	12,000.0000	16,073.3600	15,000.0000		
	Account Classification Total: 5200 - Supplies	\$16,000.00	\$20,073.36	\$15,000.00		
5300 - Services						
5322	Conference/Reimb	0.0000	0.0000	500.0000		
5366	Computer Maintenance	12,000.0000	12,000.0000	25,000.0000		
5399	Other Miscellaneous Services	15,000.0000	15,302.6400	15,000.0000		
	Account Classification Total: 5300 - Services	\$27,000.00	\$27,302.64	\$40,500.00		
5600 - Capital Purchases						
5639	Other Equipment	15,000.0000	15,000.0000	15,000.0000		
	Account Classification Total: 5600 - Capital Purchases	\$15,000.00	\$15,000.00	\$15,000.00		
	Department Total: 000 - General	\$58,000.00	\$62,376.00	\$70,500.00		
	EXPENSES Total	\$58,000.00	\$62,376.00	\$70,500.00		
Fund EXPENSE	Total: 211 - Computerized Needs (courts)	\$58,000.00	\$62,376.00	\$70,500.00		

Account Number	Account Description	2019 Adopted Budget	2019 Amended Budget	2020 Department Entry	Department Entry Comments	Mayor's Budget Comments
Fund: 220 - Income Tax Fund						
EXPENSES						
Department: 564 - Income Tax Division						
5100 - Personal Services						
5101	Salary-Elected Officials/Director	56,160.0000	56,160.0000	62,214.0000		
5106	Longevity	700.0000	700.0000	700.0000		
5109	HSA Employer Funding	2,000.0000	2,000.0000	2,000.0000		
5151	PERS Contribution	7,961.0000	7,961.0000	8,808.0000		
5161	Group Insurance	8,140.0000	8,140.0000	8,140.0000		
5164	Workers Compensation	1,907.0000	1,907.0000	1,785.0000		
Account Classification Total: 5100 - Personal Services		\$76,868.00	\$76,868.00	\$83,647.00		
5200 - Supplies						
5201	Office Supplies	250.0000	250.0000	250.0000		
5203	Computer Supplies	350.0000	350.0000	450.0000		
Account Classification Total: 5200 - Supplies		\$600.00	\$600.00	\$700.00		
5300 - Services						
5322	Conference/Reimb	1,000.0000	1,000.0000	1,000.0000		
5323	Publications	200.0000	200.0000	200.0000		
5324	Professional Association Dues	525.0000	525.0000	525.0000		
5339	Misc Contract Services	15,000.0000	15,000.0000	75,000.0000		
5353	Employee Fidelity Bond	75.0000	75.0000	75.0000		
5362	Equipment Maintenance	300.0000	350.5500	425.0000		
5373	Auditor/Treasurer Fees	3,000.0000	3,000.0000	4,000.0000		
5379	Other Governmental Billings	10,000.0000	10,000.0000	10,000.0000		
5391	Postage	600.0000	600.0000	675.0000		
Account Classification Total: 5300 - Services		\$30,700.00	\$30,750.55	\$91,900.00		
5500 - Transfers/Other						
5519	Miscellaneous Costs	6,000.0000	6,000.0000	110,000.0000		
5529	Miscellaneous Distributions	800,000.0000	800,000.0000	800,000.0000		
5530	Enterprise Zone Payment	1,500,000.0000	1,500,000.0000	1,500,000.0000		
Account Classification Total: 5500 - Transfers/Other		\$2,306,000.00	\$2,306,000.00	\$2,410,000.00		
Department Total: 564 - Income Tax Division		\$2,414,168.00	\$2,414,218.55	\$2,586,247.00		
EXPENSES Total		\$2,414,168.00	\$2,414,218.55	\$2,586,247.00		
Fund EXPENSE Total: 220 - Income Tax Fund		\$2,414,168.00	\$2,414,218.55	\$2,586,247.00		

Attachment: 2020 Initial Budget for 1st read (2020 Interim Budget Appropriation)

Account Number	Account Description	2019 Adopted Budget	2019 Amended Budget	2020 Department Entry	Department Entry Comments	Mayor's Budget Comments
Fund: 240 - Police Pension Fund						
EXPENSES						
Department: 000 - General						
5100 - Personal Services						
5152	PPDPF Contribution	200,000.0000	200,000.0000	150,000.0000		
	<i>Account Classification Total: 5100 - Personal Services</i>	<i>\$200,000.00</i>	<i>\$200,000.00</i>	<i>\$150,000.00</i>		
5500 - Transfers/Other						
5519	Miscellaneous Costs	3,000.0000	3,000.0000	3,500.0000		
	<i>Account Classification Total: 5500 - Transfers/Other</i>	<i>\$3,000.00</i>	<i>\$3,000.00</i>	<i>\$3,500.00</i>		
	Department Total: 000 - General	\$203,000.00	\$203,000.00	\$153,500.00		
	EXPENSES Total	\$203,000.00	\$203,000.00	\$153,500.00		
	Fund EXPENSE Total: 240 - Police Pension Fund	\$203,000.00	\$203,000.00	\$153,500.00		

Attachment: 2020 Initial Budget for 1st read (2020 Interim Budget Appropriation)

Account Number	Account Description	2019 Adopted Budget	2019 Amended Budget	2020 Department Entry	Department Entry Comments	Mayor's Budget Comments
Fund: 250 - Sewer Capacity Fund						
EXPENSES						
Department: 736 - Wastewater Division						
5300 - Services						
5373	Auditor/Treasurer Fees	0.0000	0.0000	250.0000		
	Account Classification Total: 5300 - Services	\$0.00	\$0.00	\$250.00		
	Department Total: 736 - Wastewater Division	\$0.00	\$0.00	\$250.00		
Department: 991 - Debt Service						
5400 - Debt Service						
5414	G. O. Bond-Principal	60,020.0000	60,020.0000	61,834.0000		
5424	G. O. Bond-Interest	4,158.0000	4,158.0000	2,343.0000		
	Account Classification Total: 5400 - Debt Service	\$64,178.00	\$64,178.00	\$64,177.00		
	Department Total: 991 - Debt Service	\$64,178.00	\$64,178.00	\$64,177.00		
	EXPENSES Total	\$64,178.00	\$64,178.00	\$64,427.00		
	Fund EXPENSE Total: 250 - Sewer Capacity Fund	\$64,178.00	\$64,178.00	\$64,427.00		

Account Number	Account Description	2019 Adopted Budget	2019 Amended Budget	2020 Department Entry	Department Entry Comments	Mayor's Budget Comments
Fund: 260 - Street Fund						
EXPENSES						
Department: 268 - Street Department						
5100 - Personal Services						
5101	Salary-Elected Officials/Director	72,952.0000	72,952.0000	78,024.0000		
5102	Wages-Staff	339,316.0000	339,316.0000	368,750.0000		
5105	Overtime	28,000.0000	28,000.0000	28,000.0000		
5106	Longevity	3,450.0000	3,450.0000	3,550.0000		
5109	HSA Employer Funding	25,000.0000	25,000.0000	25,000.0000		
5151	PERS Contribution	62,121.0000	62,121.0000	66,965.0000		
5161	Group Insurance	113,609.0000	113,609.0000	113,609.0000		
5164	Workers Compensation	14,881.0000	14,881.0000	13,569.0000		
5166	Medicare	6,434.0000	6,434.0000	6,936.0000		
Account Classification Total: 5100 - Personal Services		\$665,763.00	\$665,763.00	\$704,403.00		
5200 - Supplies						
5201	Office Supplies	2,700.0000	2,820.4800	2,700.0000		
5203	Computer Supplies	1,800.0000	1,800.0000	1,800.0000		
5205	Small Tools/Minor Equipment	1,500.0000	1,500.0000	1,500.0000		
5213	Repair and Maintenance Supplies	500.0000	597.1900	500.0000		
5241	Uniforms-Purchased	2,000.0000	2,365.6000	2,000.0000		
5251	MV Gas and Oil	38,000.0000	39,636.1900	38,000.0000		
5252	Aggregates	17,000.0000	17,753.2000	17,000.0000		
5253	Ice Control	140,000.0000	140,000.0000	140,000.0000		
5259	Operating Materials and Supplies	90,000.0000	103,673.4100	90,000.0000		
Account Classification Total: 5200 - Supplies		\$293,500.00	\$310,146.07	\$293,500.00		
5300 - Services						
5311	Utilities	19,000.0000	20,771.4400	19,000.0000		
5313	Traffic Light Current	12,000.0000	12,460.7800	12,000.0000		
5321	Professional Training	500.0000	500.0000	500.0000		
5322	Conference/Reimb	200.0000	200.0000	200.0000		
5324	Professional Association Dues	130.0000	130.0000	130.0000		
5331	Engineering/Architecture	14,000.0000	14,000.0000	14,000.0000		
5339	Misc Contract Services	36,500.0000	37,805.3000	36,500.0000		
5351	Liability Insurance Deductible	9,600.0000	9,600.0000	9,600.0000		
5352	Motor Vehicle Insurance	10,600.0000	10,600.0000	10,600.0000		
5361	Building Repair/Maintenance	10,000.0000	10,000.0000	9,500.0000		
5365	Utility Line Repair/Maintenance	30,000.0000	30,315.3400	30,000.0000		
5366	Computer Maintenance	0.0000	0.0000	3,200.0000 Viewpoint		
5391	Postage	100.0000	100.0000	100.0000		
5397	Uniform Rental	2,000.0000	2,123.7800	2,500.0000		
5399	Other Miscellaneous Services	1,000.0000	1,000.0000	1,000.0000		
Account Classification Total: 5300 - Services		\$145,630.00	\$149,606.64	\$148,830.00		
5600 - Capital Purchases						
5632	Motor Vehicles	145,000.0000	145,000.0000	310,000.0000	Salt Truck \$160,000 & Bucket Truck \$150,000	
5633	Machinery and Equipment	0.0000	24,842.4500	0.0000		
5639	Other Equipment	4,600.0000	4,600.0000	0.0000		
Account Classification Total: 5600 - Capital Purchases		\$149,600.00	\$174,442.45	\$310,000.00		
Department Total: 268 - Street Department		\$1,254,493.00	\$1,299,958.16	\$1,456,733.00		
EXPENSES Total		\$1,254,493.00	\$1,299,958.16	\$1,456,733.00		
Fund EXPENSE Total: 260 - Street Fund		\$1,254,493.00	\$1,299,958.16	\$1,456,733.00		

C

Attachment: 2020 Initial Budget for 1st read (2020 Interim Budget Appropriation)

Account Number	Account Description	2019 Adopted Budget	2019 Amended Budget	2020 Department Entry	Department Entry Comments	Mayor's Budget Comments
Fund: 270 - State Highway Fund						
EXPENSES						
Department: 268 - Street Department						
5200 - Supplies						
5253	Ice Control	60,000.0000	60,000.0000	60,000.0000		
5259	Operating Materials and Supplies	10,000.0000	10,678.0000	10,000.0000		
Account Classification Total: 5200 - Supplies		\$70,000.00	\$70,678.00	\$70,000.00		
5300 - Services						
5313	Traffic Light Current	12,000.0000	12,515.6700	12,000.0000		
5339	Misc Contract Services	3,000.0000	3,000.0000	3,000.0000		
5365	Utility Line Repair/Maintenance	9,000.0000	9,000.0000	9,000.0000		
Account Classification Total: 5300 - Services		\$24,000.00	\$24,515.67	\$24,000.00		
Department Total: 268 - Street Department		\$94,000.00	\$95,193.67	\$94,000.00		
EXPENSES Total		\$94,000.00	\$95,193.67	\$94,000.00		
Fund EXPENSE Total: 270 - State Highway Fund		\$94,000.00	\$95,193.67	\$94,000.00		

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Attachment: 2020 Initial Budget for 1st read (2020 Interim Budget Appropriation)

Account Number	Account Description	2019 Adopted Budget	2019 Amended Budget	2020 Department Entry	Department Entry Comments	Mayor's Budget Comments
Fund: 310 - General Debt Retirement Fund						
EXPENSES						
Department: 991 - Debt Service						
5400 - Debt Service						
5414	G. O. Bond-Principal	1,886,890.0000	1,886,890.0000	1,863,557.0000		
5424	G. O. Bond-Interest	1,236,933.0000	1,236,933.0000	1,191,961.0000		
Account Classification Total: 5400 - Debt Service		\$3,123,823.00	\$3,123,823.00	\$3,055,518.00		
Department Total: 991 - Debt Service		\$3,123,823.00	\$3,123,823.00	\$3,055,518.00		
EXPENSES Total		\$3,123,823.00	\$3,123,823.00	\$3,055,518.00		
Fund EXPENSE Total: 310 - General Debt Retirement Fund		\$3,123,823.00	\$3,123,823.00	\$3,055,518.00		
Fund: 330 - Taylor Sq Tiel Debt Retirement						
EXPENSES						
Department: 991 - Debt Service						
5400 - Debt Service						
5414	G. O. Bond-Principal	510,000.0000	510,000.0000	525,000.0000		
5424	G. O. Bond-Interest	57,860.0000	57,860.0000	46,829.0000		
Account Classification Total: 5400 - Debt Service		\$567,860.00	\$567,860.00	\$571,829.00		
Department Total: 991 - Debt Service		\$567,860.00	\$567,860.00	\$571,829.00		
EXPENSES Total		\$567,860.00	\$567,860.00	\$571,829.00		
Fund EXPENSE Total: 330 - Taylor Sq Tiel Debt Retirement		\$567,860.00	\$567,860.00	\$571,829.00		

Attachment: 2020 Initial Budget for 1st read 2020 Interim Budget Appropriation

Account Number	Account Description	2019 Adopted Budget	4019 Amended Budget	2020 Department Entry	Department Entry Comments	Mayor's Budget Comments
Fund: 710 - Water Fund						
EXPENSES						
Department: 735 - Water Division						
5100 - Personal Services						
5101	Salary-Elected Officials/Director	37,618.0000	37,618.0000	40,111.0000		
5102	Wages-Staff	231,202.0000	231,202.0000	250,495.0000		
5105	Overtime	15,400.0000	15,400.0000	15,400.0000		
5106	Longevity	1,150.0000	1,150.0000	1,200.0000		
5109	HSA Employer Funding	15,000.0000	15,000.0000	19,000.0000		
5151	PERS Contribution	39,602.0000	39,602.0000	43,009.0000		
5161	Group Insurance	69,258.0000	69,258.0000	87,778.0000		
5164	Workers Compensation	9,571.0000	9,571.0000	8,715.0000		
5166	Medicare	3,301.0000	3,301.0000	3,560.0000		
Account Classification Total: 5100 - Personal Services		\$422,102.00	\$422,102.00	\$469,268.00		
5200 - Supplies						
5201	Office Supplies	5,500.0000	5,780.8300	5,500.0000		My department is expected to purchase 7 computers this year
5203	Computer Supplies	7,500.0000	7,570.5800	15,000.0000		for the office and staff to include hardware and software purchases.
5213	Repair and Maintenance Supplies	10,000.0000	10,000.0000	10,000.0000		
5241	Uniforms-Purchased	3,500.0000	3,525.2700	3,500.0000		
5251	MV Gas and Oil	14,000.0000	14,433.5800	15,500.0000		11% increase due to Devine gas tax
5252	Aggregates	38,500.0000	40,492.0100	38,500.0000		
5259	Operating Materials and Supplies	65,000.0000	68,440.1400	65,000.0000		
5263	Meters-Resale	20,000.0000	20,000.0000	20,000.0000		
Account Classification Total: 5200 - Supplies		\$164,000.00	\$170,242.51	\$173,000.00		
5300 - Services						
5311	Utilities	14,000.0000	15,227.9300	15,000.0000		
5321	Professional Training	3,000.0000	3,000.0000	2,500.0000		
5322	Conference/Reimb	500.0000	500.0000	500.0000		
5323	Publications	200.0000	200.0000	200.0000		
5324	Professional Association Dues	360.0000	360.0000	360.0000		
5325	Educational Assistance	500.0000	500.0000	500.0000		
5331	Engineering/Architecture	15,000.0000	21,409.8800	15,000.0000		
5339	Misc Contract Services	45,000.0000	45,055.3000	45,000.0000		
5351	Liability Insurance Deductible	4,500.0000	4,500.0000	4,500.0000		
5352	Motor Vehicle Insurance	2,750.0000	2,750.0000	2,750.0000		
5361	Building Repair/Maintenance	2,000.0000	2,000.0000	2,000.0000		
5362	Equipment Maintenance	8,000.0000	8,151.5500	8,000.0000		
5363	MV Repair/Maintenance-External	1,000.0000	1,000.0000	1,000.0000		
5364	MV Repair/Maintenance-Internal	6,000.0000	6,000.0000	6,000.0000		
5365	Utility Line Repair/Maintenance	38,000.0000	44,100.0000	38,000.0000		
5366	Computer Maintenance	12,500.0000	12,500.0000	12,500.0000		
5378	Columbus Contract	5,035.550.0000	6,162.650.9500	5,245.365.0000		4% increase from Columbus or that's what i am being told so far.
5379	Other Governmental Billings	15,000.0000	15,000.0000	15,000.0000		
5391	Postage	15,500.0000	15,500.0000	15,000.0000		
5399	Other Miscellaneous Services	250,000.0000	242,972.7800	250,000.0000		this will allow us to combined with CIP funds to complete meter upgrades. This also gives us a cushion for the Columbus Contract in case we have a major Main Break.
Account Classification Total: 5300 - Services		\$5,469,360.00	\$6,603,378.39	\$5,679,175.00		

Attachment: 2020 Initial Budget for 1st read (2020 Interim Budget Appropriation)

Account Number	Account Description	2019 Adopted Budget	2019 Amended Budget	2020 Department Entry	Department Entry Comments	Mayor's Budget Comments
5500 - Transfers/Other						
5592	Consumer on Account	1,000.0000	1,000.0000	0.0000		
<i>Account Classification Total: 5500 - Transfers/Other</i>		<i>\$1,000.00</i>	<i>\$1,000.00</i>	<i>\$0.00</i>		
5600 - Capital Purchases						
5611	Buildings	0.0000	0.0000	12,499.0000	we will need to add electric and heat for the new equipment to be weather protected.	
5631	Furniture and Fixtures	0.0000	0.0000	1,000.0000	New Desk for Tammy and Maybe a New Chair for Me.	
5632	Motor Vehicles	90,000.0000	105,548.5000	0.0000	not Purchasing a Vehicle unless you count the Hydro Vac truck. It will be on the equipment list.	
5633	Machinery and Equipment	50,000.0000	50,000.0000	275,000.0000	This will be for several items 30% from this GL account for the New Hydro Excavation equipment. Their will be a commitment from the 710.735 to be a 30% and 30% from 720.736 and 30% from 740.737 and a 10% commitment from the street dept. also the rest will be to combine with the CIP for meters and updating the systems.	
5639	Other Equipment	150,000.0000	158,000.0000	175,000.0000	To replace old meters large and small this is outside of our updating system, but this can help to offset if necessary	
<i>Account Classification Total: 5600 - Capital Purchases</i>		<i>\$290,000.00</i>	<i>\$313,548.50</i>	<i>\$463,499.00</i>		
Department Total: 735 - Water Division		\$6,346,462.00	\$7,510,271.40	\$6,784,942.00		

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Attachment: 2020 Initial Budget for 1st read (2020 Interim Budget Appropriation)

Account Number	Account Description	2019 Adopted Budget	2019 Amended Budget	2020 Department Entry	Department Entry Comments	Mayor's Budget Comments
Department: 991 - Debt Service						
5400 - Debt Service						
5414	G. O. Bond-Principal	320,649.0000	320,649.0000	330,539.0000		
5424	G. O. Bond-Interest	47,109.0000	47,109.0000	39,043.0000		
	<i>Account Classification Total: 5400 - Debt Service</i>	<i>\$367,758.00</i>	<i>\$367,758.00</i>	<i>\$369,582.00</i>		
	Department Total: 991 - Debt Service	\$367,758.00	\$367,758.00	\$369,582.00		
	EXPENSES Total	\$6,714,220.00	\$7,878,029.40	\$7,154,524.00		
	Fund EXPENSE Total: 710 - Water Fund	\$6,714,220.00	\$7,878,029.40	\$7,154,524.00		

Account Number	Account Description	2019 Adopted Budget	2019 Amended Budget	2020 Department Entry	Department Entry Comments	Mayor's Budget Comments
Fund: 720 - Wastewater/Sewer Fund						
EXPENSES						
Department: 736 - Wastewater Division						
5100 - Personal Services						
5101	Salary-Elected Officials/Director	37,618.0000	37,618.0000	40,111.0000		
5102	Wages-Staff	278,520.0000	278,520.0000	301,844.0000		
5105	Overtime	3,500.0000	3,500.0000	3,500.0000		
5106	Longevity	550.0000	550.0000	550.0000		
5109	HSA Employer Funding	17,000.0000	17,000.0000	21,000.0000		
5151	PERS Contribution	44,126.0000	44,126.0000	48,091.0000		
5161	Group Insurance	80,454.0000	80,454.0000	98,974.0000		
5164	Workers Compensation	10,738.0000	10,738.0000	9,815.0000		
5166	Medicare	4,643.0000	4,643.0000	5,017.0000		
Account Classification Total: 5100 - Personal Services		\$477,149.00	\$477,149.00	\$528,902.00		
5200 - Supplies						
5201	Office Supplies	5,500.0000	5,780.8200	5,500.0000		
5203	Computer Supplies	7,500.0000	7,570.6800	15,000.0000	replacing computers for the water and wastewater departments	
5213	Repair and Maintenance Supplies	2,500.0000	2,500.0000	2,500.0000		
5241	Uniforms-Purchased	2,500.0000	2,525.2700	2,500.0000		
5251	MV Gas and Oil	14,500.0000	14,933.5900	15,500.0000	11% increase from Devine	
5252	Aggregates	4,500.0000	4,500.0000	4,500.0000		
5259	Operating Materials and Supplies	65,000.0000	65,350.0000	65,000.0000		
Account Classification Total: 5200 - Supplies		\$102,000.00	\$103,160.36	\$110,500.00		
5300 - Services						
5311	Utilities	12,000.0000	12,959.5000	12,000.0000		
5321	Professional Training	3,000.0000	3,000.0000	3,000.0000		
5322	Conference/Reimb	500.0000	500.0000	500.0000		
5324	Professional Association Dues	350.0000	350.0000	350.0000		
5325	Educational Assistance	500.0000	500.0000	500.0000		
5331	Engineering/Architecture	18,500.0000	18,500.0000	15,000.0000		
5339	Misc Contract Services	40,000.0000	40,055.3000	40,000.0000		
5351	Liability Insurance Deductible	1,750.0000	1,750.0000	1,750.0000		
5352	Motor Vehicle Insurance	3,000.0000	3,000.0000	3,000.0000		
5361	Building Repair/Maintenance	9,000.0000	9,000.0000	9,000.0000		
5362	Equipment Maintenance	3,000.0000	3,151.5500	3,000.0000		
5363	MV Repair/Maintenance-External	1,000.0000	1,000.0000	1,000.0000		
5364	Utility Line Repair/Maintenance	6,000.0000	6,000.0000	6,000.0000		
5365	Computer Maintenance	115,000.0000	223,904.0400	115,000.0000		
5378	Columbus Contract	4,882,245.0000	4,882,245.0000	5,077,534.0000	4% increase from Columbus	
5391	Postage	12,000.0000	12,000.0000	12,000.0000		
5399	Other Miscellaneous Services	250,000.0000	242,972.7700	250,000.0000		
Account Classification Total: 5300 - Services		\$5,372,945.00	\$5,475,888.16	\$5,564,534.00		
5600 - Capital Purchases						
5611	Buildings	0.0000	0.0000	12,499.0000	to add heat and electric to structure for new equipment.	
5631	Furniture and Fixtures	1,000.0000	1,000.0000	1,000.0000	New desk and chair	
5632	Motor Vehicles	90,000.0000	105,548.5000	0.0000		
5633	Machinery and Equipment	50,000.0000	50,000.0000	275,000.0000	To Purchase using 30% of this fund a New Hydro excavator and the rest to be combined with the CIP for meter updates and system updates.	
5639	Other Equipment	150,000.0000	158,000.0000	175,000.0000	The Cost To replace Large Meters.	
Account Classification Total: 5600 - Capital Purchases		\$291,000.00	\$314,548.50	\$463,499.00		
Department Total: 736 - Wastewater Division		\$6,242,994.00	\$6,370,746.02	\$6,667,535.00		

Attachment: 2020 Initial Budget for 1st read (2020 Interim Budget Appropriation)

Account Number	Account Description	2019 Adopted Budget	2019 Amended Budget	2020 Department Entry	Department Entry Comments	Mayor's Budget Comments
Department: 991 - Debt Service						
5400 - Debt Service						
5414	G. O. Bond-Principal	36,200.0000	36,200.0000	37,100.0000		
5424	G. O. Bond-Interest	3,745.0000	3,745.0000	2,844.0000		
	Account Classification Total: 5400 - Debt Service	\$39,945.00	\$39,945.00	\$39,944.00		
	Department Total: 991 - Debt Service	\$39,945.00	\$39,945.00	\$39,944.00		
	EXPENSES Total	\$6,282,939.00	\$6,410,691.02	\$6,707,479.00		
Fund: 740 - Storm Water Drainage Fund						
	Fund EXPENSE Total: 720 - Wastewater/Sewer Fund	\$6,282,939.00	\$6,410,691.02	\$6,707,479.00		
EXPENSES						

Account Number	Account Description	2019 Adopted Budget	4/13 Amended Budget	2020 Department Entry	Department Entry Comments	Mayor's Budget Comments
Department: 737 - Storm Water Division						
5100 - Personal Services						
5102	Wages-Staff	200,028.0000	200,028.0000	203,844.0000		
5105	Overtime	4,900.0000	4,900.0000	4,900.0000		
5106	Longevity	1,550.0000	1,550.0000	1,050.0000		
5109	HSA Employer Funding	15,000.0000	15,000.0000	15,000.0000		
5151	PERS Contribution	27,801.0000	27,801.0000	29,371.0000		
5161	Group Insurance	70,183.0000	70,183.0000	70,183.0000		
5164	Workers Compensation	6,925.0000	6,925.0000	5,951.0000		
5166	Medicare	2,994.0000	2,994.0000	3,042.0000		
Account Classification Total: 5100 - Personal Services		\$329,381.00	\$329,381.00	\$333,341.00		
5200 - Supplies						
5201	Office Supplies	6,500.0000	6,500.0000	6,500.0000		
5203	Computer Supplies	750.0000	750.0000	750.0000		
5205	Small Tools/Minor Equipment	1,000.0000	1,000.0000	1,000.0000		
5241	Uniforms-Purchased	1,000.0000	1,000.0000	1,000.0000		
5251	MV Gas and Oil	7,000.0000	7,237.0000	7,000.0000		
5252	Aggregates	750.0000	750.0000	750.0000		
5259	Operating Materials and Supplies	30,000.0000	30,000.0000	35,000.0000		
Account Classification Total: 5200 - Supplies		\$47,000.00	\$47,237.00	\$52,000.00		
5300 - Services						
5311	Utilities	8,000.0000	8,616.8200	8,000.0000		
5321	Professional Training	400.0000	400.0000	400.0000		
5322	Conference/Reimb	20.0000	20.0000	20.0000		
5324	Professional Association Dues	220.0000	220.0000	220.0000		
5331	Engineering/Architecture	8,000.0000	44,400.0000	8,000.0000		
5339	Misc Contract Services	47,250.0000	47,305.3000	47,250.0000		
5351	Liability Insurance Deductible	2,250.0000	2,250.0000	2,250.0000		
5352	Motor Vehicle Insurance	2,750.0000	2,750.0000	2,750.0000		
5361	Building Repair/Maintenance	5,000.0000	5,000.0000	5,000.0000		
5364	MV Repair/Maintenance-Internal	4,500.0000	4,500.0000	4,500.0000		
5365	Utility Line Repair/Maintenance	8,500.0000	8,500.0000	8,500.0000		
5366	Computer Maintenance	0.0000	0.0000	3,200.0000	Viewpoint	
5378	Columbus Contract	875,000.0000	937,690.5200	875,000.0000		
5391	Postage	22,000.0000	22,000.0000	22,000.0000		
5397	Uniform Rental	2,000.0000	2,045.0900	2,000.0000		
5399	Other Miscellaneous Services	39,000.0000	23,222.0000	39,000.0000		
Account Classification Total: 5300 - Services		\$1,024,890.00	\$1,108,919.73	\$1,028,090.00		
5600 - Capital Purchases						
5632	Motor Vehicles	50,000.0000	50,000.0000	140,000.0000	1/3 cost for Hydro Vac Excavator	
5633	Machinery and Equipment	15,600.0000	15,600.0000	23,000.0000	Mini Trac Loader	
5639	Other Equipment	0.0000	16,000.0000	0.0000		
Account Classification Total: 5600 - Capital Purchases		\$65,600.00	\$81,600.00	\$163,000.00		
Department Total: 737 - Storm Water Division		\$1,456,871.00	\$1,567,137.73	\$1,576,431.00		

Attachment: 2020 Initial Budget for 1st read (2020 Interim Budget Appropriation)

Account Number	Account Description	2019 Adopted Budget	2019 Amended Budget	2020 Department Entry	Department Entry Comments	Mayor's Budget Comments
Department: 991 - Debt Service						
5400 - Debt Service						
5414	G. O. Bond-Principal	100,000.0000	100,000.0000	105,000.0000		
5424	G. O. Bond-Interest	20,227.0000	20,227.0000	17,967.0000		
Account Classification Total: 5400 - Debt Service		\$120,227.00	\$120,227.00	\$122,967.00		
Department Total: 991 - Debt Service		\$120,227.00	\$120,227.00	\$122,967.00		
EXPENSES Total		\$1,587,098.00	\$1,687,364.73	\$1,699,398.00		
Fund EXPENSE Total: 740 - Storm Water Drainage Fund		\$1,587,098.00	\$1,687,364.73	\$1,699,398.00		

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Attachment: 2020 Initial Budget for 1st read (2020 Interim Budget Appropriation)

Account Number	Account Description	2019 Adopted Budget	2019 Amended Budget	2020 Department Entry	Department Entry Comments	Mayor's Budget Comments
Fund: 750 - Solid Waste Fund						
EXPENSES						
Department: 738 - Refuse Collection						
5200 - Supplies						
5201	Office Supplies	2,000.0000	2,000.0000	2,000.0000		
	Account Classification Total: 5200 - Supplies	\$2,000.00	\$2,000.00	\$2,000.00		
5300 - Services						
5315	Private Hauler Contract	2,750,000.0000	3,131,605.2200	2,800,000.0000	According to Kallie the contract for the private hauler cost went up.	
5391	Postage	15,000.0000	15,000.0000	15,000.0000		
5399	Other Miscellaneous Services	50,000.0000	50,222.0000	55,000.0000		
	Account Classification Total: 5300 - Services	\$2,815,000.00	\$3,196,827.22	\$2,870,000.00		
	Department Total: 738 - Refuse Collection	\$2,817,000.00	\$3,198,827.22	\$2,872,000.00		
	EXPENSES Total	\$2,817,000.00	\$3,198,827.22	\$2,872,000.00		
Fund EXPENSE Total: 750 - Solid Waste Fund		\$2,817,000.00	\$3,198,827.22	\$2,872,000.00		

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Attachment: 2020 Initial Budget for 1st read (2020 Interim Budget Appropriation)

Account Number	Account Description	2019 Adopted Budget	2019 Amended Budget	2020 Department Entry	Department Entry Comments	Mayor's Budget Comments
Fund: 943 - JEDD3-ETNA-REYNOLDSBURG						
EXPENSES						
Department: 000 - General						
5500 - Transfers/Other						
5529	Miscellaneous Distributions	0.0000	0.0000	5,000.0000		
	Account Classification Total: 5500 - Transfers/Other	\$0.00	\$0.00	\$5,000.00		
	Department Total: 000 - General	\$0.00	\$0.00	\$5,000.00		
	EXPENSES Total	\$0.00	\$0.00	\$5,000.00		
Fund EXPENSE	Total: 943 - JEDD3-ETNA-REYNOLDSBURG	\$0.00	\$0.00	\$5,000.00		

NOT INCLUDING IN BUDGET YET

Attachment: 2020 Initial Budget for 1st read (2020 Interim Budget Appropriation)

Account Number	Account Description	2019 Adopted Budget	2019 Amended Budget	2020 Department Entry	Department Entry Comments	Mayor's Budget Comments
Fund: 970 - Taylor Sq School Tief						
EXPENSES						
Department: 000 - General						
Project: 0002 - Phase II						
5300 - Services						
5373	Auditor/Treasurer Fees	50,000.0000	50,000.0000	25,000.0000		
	Account Classification Total: 5300 - Services	\$50,000.00	\$50,000.00	\$25,000.00		
5500 - Transfers/Other						
5501	Transfers	567,861.0000	567,861.0000	571,829.0000		
5527	Agency/Tieff Distributions	990,000.0000	990,000.0000	1,150,000.0000		
	Account Classification Total: 5500 - Transfers/Other	\$1,557,861.00	\$1,557,861.00	\$1,721,829.00		
	Project Total: 0002 - Phase II	\$1,607,861.00	\$1,607,861.00	\$1,746,829.00		
	Department Total: 000 - General	\$1,607,861.00	\$1,607,861.00	\$1,746,829.00		
	EXPENSES Total	\$1,607,861.00	\$1,607,861.00	\$1,746,829.00		
Fund EXPENSE	Total: 970 - Taylor Sq School Tief	\$1,607,861.00	\$1,607,861.00	\$1,746,829.00		

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Attachment: 2020 Initial Budget for 1st read (2020 Interim Budget Appropriation)

Account Number	Account Description	2019 Adopted Budget	4/19 Amended Budget	2020 Department Entry	Department Entry Comments	Mayor's Budget Comments
Fund: 971 - Brice Main TIF						
EXPENSES						
Department: 000 - General						
5500 - Transfers/Other						
5527	Agency/Tier Distributions	170,000.0000	170,000.0000			0.0000
	Account Classification Total: 5500 - Transfers/Other	\$170,000.00	\$170,000.00			\$0.00
Project: 4001 - Tied-Home Depot						
5300 - Services						
5373	Auditor/Treasurer Fees	2,500.0000	2,500.0000			2,000.0000
	Account Classification Total: 5300 - Services	\$2,500.00	\$2,500.00			\$2,000.00
Project Total: 4001 - Tied-Home Depot		\$2,500.00	\$2,500.00			\$2,000.00
Project: 4002 - Tied-Walgreens						
5300 - Services						
5373	Auditor/Treasurer Fees	2,000.0000	2,000.0000			2,000.0000
	Account Classification Total: 5300 - Services	\$2,000.00	\$2,000.00			\$2,000.00
Project Total: 4002 - Tied-Walgreens		\$2,000.00	\$2,000.00			\$2,000.00
Department Total: 000 - General		\$174,500.00	\$174,500.00			\$4,000.00

Attachment: 2020 Initial Budget for 1st read (2020 Interim Budget Appropriation)

Account Number	Account Description	2019 Adopted Budget	2019 Amended Budget	2020 Department Entry	Department Entry Comments	Mayor's Budget Comments
Department: 991 - Debt Service						
5400 - Debt Service						
5414	G. O. Bond-Principal	75,000.0000	75,000.0000	75,000.0000		
5424	G. O. Bond-Interest	6,800.0000	6,800.0000	5,525.0000		
<i>Account Classification Total: 5400 - Debt Service</i>		<i>\$81,800.00</i>	<i>\$81,800.00</i>	<i>\$80,525.00</i>		
Department Total: 991 - Debt Service		\$81,800.00	\$81,800.00	\$80,525.00		
EXPENSES Total		\$256,300.00	\$256,300.00	\$84,525.00		
Fund EXPENSE Total: 971 - Brice Main Tr		\$256,300.00	\$256,300.00	\$84,525.00		

City Auditor's Office**Stephen Cicak****7232 E. Main Street****Reynoldsburg OHIO 43068****614/322-6858 Phone****ORDINANCE REQUEST**

DATE: December 9, 2019

TO: Finance and Administration Committee

RE: Fund HSA Accounts for 2020

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
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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

This legislation is to fund the HSA savings plans for employees for 2020.

	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	

AN ORDINANCE AUTHORIZING THE CITY AUDITOR TO FUND THE HEALTH SAVINGS ACCOUNTS FOR 2020, AND DECLARING AN EMERGENCY

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

City Auditor's Office

Stephen Cicak

7232 E. Main Street

Reynoldsburg OHIO 43068

614/322-6858 Phone

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 2020:

	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	

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, 2020, as per Labor Contracts and PPM; wherefore upon adoption by the Council, this Ordinance shall be in effect on January 1, 2020 upon the signature of the Mayor.

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

DATE: December 9, 2019**TO: Finance and Administration Committee****RE: Amend Definitions in Employee Compensation Policy**

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
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Emergency/Suspension: Emergency

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

Statement of necessity for Emergency passage: To allow for implementation on January 1, 2020.

**AN ORDINANCE TO AMEND CHAPTER 160 EMPLOYEE COMPENSATION,
SECTIONS 160.01 DEFINITIONS AND 160.02(a) and (f) PAY GRADES OF THE CODE
OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING
AN EMERGENCY**

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

SECTION 1. That Chapter 160 Employee Compensation, Section 160.01 Definitions and Section 160.02(a) and (f) Pay Grades of the Code of Ordinances for the City of Reynoldsburg shall be and is hereby amended as shown in Exhibit A.

SECTION 2: That existing Sections 160.01 and 160.02(a) and (f) of Chapter 160 be and are hereby amended.

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

SECTION 3. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City, wherefore upon adoption by Council this Ordinance shall be in effect on January 1, 2020 upon signature by the Mayor.

City of Reynoldsburg, Ohio

Chapter 160

Employee Compensation

Attachment: Chapter 160 updates 11182019.doc (Chapter 160.01, 160.02 (A) and (F))

May 29, 2019

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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.

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.

Temporary Appointment: an appointment may be made by the Appointing Authority without regard to the Chapter 160 or the rules of O.R.C. 124.01 to 124.64, but in no case to continue longer than six months, and in no 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.

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.

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.

PFDPE: 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.

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.

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.

160.02 AUTHORIZED POSITIONS, PERSONNEL, CLASSIFICATION AND PAY GRADE

<u>Position</u>	<u>Personnel</u>	<u>Classification</u>	<u>Pay Grade</u>
(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	22
Asst. City Prosecutor	2 p/t	Unclassified	19
City Attorney Secretary	1	Unclassified	15
City Attorney Clerk	1	Classified	12
Criminal Justice Program Administrator	1	Unclassified	12
Mayor's Secretary*	1p/t	Unclassified	15
Clerk of Courts	1	Unclassified	16 18
Assistant Clerk of Courts	1	Classified	11
Data Entry Operator	1p/t	Classified	6 8
Data Entry Operator	1	Classified	6 8
Clerk of Council	1	Unclassified	16
Asst. Clerk of Council	1 p/t	Unclassified	10
Tax Administrator	1	Classified	17
Deputy Auditor	1	Unclassified	15
Auditor's Secretary	1 p/t	Unclassified	10
Finance Manager	1	Classified	22
Civil Service Administrative Assistant	2 p/t	Unclassified	15
* Mayor's Secretary to be shared with Human Resources Department			
(b) DEPARTMENT OF COMPUTER SYSTEMS			
Director of Computer Systems	1	Unclassified	22
Network Systems Administrator	1	Classified	19
(c) DEPARTMENT OF DEVELOPMENT			
Development Director	1	Unclassified	22
Development Director			
Administrative Assistant	1	Unclassified	13
Planning & Zoning Administrator	1	Classified	19
(d) HUMAN RESOURCES DEPARTMENT			
Director of Human Resources	1	Unclassified	22
Human Resources Generalist	1	Unclassified	12

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; Rev: 67-19 5/28/19; Rev. 75-19 6/24/19 and Rev. 77-19 6/24/19.

(e) PARKS & RECREATION DEPARTMENT

Director	1	Unclassified	22
Administrative Assistant	1	Unclassified	13
Senior Center Manager	1	Classified	16
Special Events/Media Coordinator	1	Unclassified	12

<u>Position</u>	<u>Personnel</u>	<u>Classification</u>	<u>Pay Grade</u>
Senior Citizens Assistant	2 p/t	Classified	7
Senior Center Activities Instructor	1 p/t	Classified	5
Recreation Superintendent	1	Classified	16
Grounds Superintendent	1	Classified	16
Assistant Grounds Superintendent	1	Classified	12
Parks Grounds Maintenance	2	Classified	3
Field and Landscape Operator	2	Classified	6
Horticulturist	1	Classified	10
Recreation Coordinator	1	Classified	7
Seasonal & Occasional	Variable	Unclassified	See 160.03(d) & (e)

(f) POLICE DEPARTMENT

Director of Public Safety	1	Unclassified	22
Chief of Police	1	Classified	26A
Deputy Chief of Police	1	Classified	24A
Lieutenant	2	Classified	See Chapter 166
Sergeant	9	Classified	See Chapter 166
Police Officer	57	Classified	See Chapter 166
Dispatcher	89	Classified	See Chapter 162
Support Services Supervisor	1	Classified	1618
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 Coordinator	1p/t	Classified	10
Court Liaison	2 p/t	Classified	13

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; Rev. 67-19 5/28/19; Rev. 75-19 6/24/19 and Rev. 77-19 6/24/19.

(g) SERVICE DEPARTMENT

(1) Director of Public Service	1	Unclassified	22
Service Director			
Administrative Assistant	1	Unclassified	13
Secretary	1	Classified	8
Maintenance Foreman	1	Classified	16
Custodian	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
Permit Technician	2	Classified	11
Code Compliance Officer	4	Classified	6

(3) Water/Wastewater Division

Superintendent	1	Classified	18
Asst. Superintendent	1	Classified	15
Maintenance Spec/Equip Operator	6	Classified	10
Billing Supervisor	1	Classified	14
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	14
Administrative Assistant	1	Classified	8
(To be shared with Street Division)			
Maintenance Spec/Equip Operator	2	Classified	10
Maintenance Spec/Equip Operator	1*	Classified	10
(To be shared with Street Division)			

(h) DEPARTMENT OF ENGINEERING

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; Rev: 67-19 5/28/19; Rev. 75-19 6/24/19 and Rev. 77-19 6/24/19.

Director of Engineering

1

Unclassified

22

**CITY OF REYNOLDSBURG, OHIO
SALARY SCHEDULE**

160.03 SALARY SCHEDULE

BEGINNING July 1, 2019 with the implementation of steps, THE FOLLOWING PAY GRADES SHALL BE IN EFFECT:

(a) Full Time Employees – NON SUPERVISORY PERSONNEL

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
3	\$ 15.15	\$ 15.91	\$ 16.70	\$ 17.54	\$ 18.41	\$ 19.34	\$ 20.30
4	\$ 15.29	\$ 16.88	\$ 18.51	\$ 20.12	\$ 21.74	\$ 23.30	\$ 24.96
5	\$ 15.67	\$ 17.30	\$ 18.97	\$ 20.62	\$ 22.29	\$ 23.89	\$ 25.58
6	\$ 15.98	\$ 17.65	\$ 19.35	\$ 21.02	\$ 22.73	\$ 24.36	\$ 26.09
7	\$ 16.56	\$ 18.00	\$ 19.74	\$ 21.44	\$ 23.18	\$ 24.85	\$ 26.61
8	\$ 17.48	\$ 19.13	\$ 20.78	\$ 22.45	\$ 24.08	\$ 25.75	\$ 27.41
9	\$ 18.32	\$ 20.05	\$ 21.78	\$ 23.53	\$ 25.24	\$ 26.99	\$ 28.73
10	\$ 18.78	\$ 20.55	\$ 22.53	\$ 24.12	\$ 25.87	\$ 27.67	\$ 29.45
11	\$ 19.15	\$ 20.96	\$ 22.77	\$ 24.60	\$ 26.38	\$ 28.22	\$ 30.04
12	\$ 19.53	\$ 21.38	\$ 23.23	\$ 25.09	\$ 26.91	\$ 28.78	\$ 30.64
13	\$ 19.92	\$ 21.81	\$ 23.69	\$ 25.59	\$ 27.45	\$ 29.36	\$ 31.25
14	\$ 20.32	\$ 22.24	\$ 24.16	\$ 26.11	\$ 27.99	\$ 29.95	\$ 31.88
15	\$20.65	\$ 22.69	\$ 24.65	\$ 26.63	\$ 28.55	\$ 30.55	\$ 32.52

*Nonexempt payroll will be based upon hourly rates derived from the annual rates.

(b) SUPERVISORY PAY RANGE

Pay Grade	Minimum	Maximum
14	\$ 24.50	\$ 34.00
15	\$ 25.50	\$ 36.00
16	\$ 26.00	\$ 38.00
17	\$ 27.00	\$ 41.00
18	\$ 28.00	\$ 43.00
19	\$ 29.00	\$ 45.00
20	\$ 31.00	\$ 47.00
21	\$ 33.00	\$ 49.00
22	\$ 35.00	\$ 51.00

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; Rev: 67-19 5/28/19; Rev. 75-19 6/24/19 and Rev. 77-19 6/24/19.

(c) Senior Police Management

Pay Grade	Minimum	Maximum
24A	\$ 45.00	\$ 60.00
26A	\$ 50.00	\$ 65.00

*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 – \$16.00
Bus/Van Driver	\$9.50 per hour-\$16.00

2) Service Department

Water/Wastewater Laborer	\$10.00 - \$12.00 per hour
Service Seasonal Laborer	\$10.00 - \$12.00per hour

3) Street Department

Street Seasonal Laborer	\$10.00 - \$12.00per 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:

(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 - \$16.00 per hour

(f) Other

Intern – permitted by a department that has funding available within the department budget for a college intern that will be on payroll on a part-time basis not to exceed six-months. There will be no benefits, holiday, vacation and sick leave earned.

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) All Second Shift Chapter 160 Eligible Employees Shift Differential

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.

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

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; Rev: 67-19 5/28/19; Rev. 75-19 6/24/19 and Rev. 77-19 6/24/19.

Tax Administrator
 Assistant City Prosecutors
 Planning & Zoning Administrator

Finance Manager
 Clerk of Council
 Assistant City Attorney

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.

(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, 2019 is:

<u>From</u> (Conclusion of):	<u>To</u> (Conclusion of):	
6 th year	9 th year	\$550.00 annually
10 th year	14 th year	\$ 600.00 annually
15 th year	19 th year	\$ 650.00 annually
20 th year	----	\$ 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.

160.08 ADMINISTRATION OF PAY PLAN

(a) SALARY SCHEDULE AND PAY GRADES

- 1) Effective July 1, 2019 the City will implement a step program for non-bargaining unit employees in pay grades 1 through 15 in non-supervisory roles as reflected in 160.03 (a). There are two methods by which employees shall receive pay increase based upon steps 1) on their anniversary date of hire and 2) if Council approves an increases in the step table, employees would be given that adjustment effective January 1.
- 2) During the implementation of steps, on an employee's anniversary date they will move to the next step based upon the assigned step as of July 1, 2019. For example, an employee with an August 15 anniversary date and a current rate of pay that is between Step 3 and Step 4, but closest to a step 3, would be assigned a step 3 and they will move to Step 4 on their anniversary date. If the current rate of pay is closest to a step 4, they would be placed in a Step 4.
- 3) All new employees will be assigned to Step 1 at the time of hire, unless they meet qualifications that the Appointing Authority approves a start of a higher step up to step 3 of each pay grade.
- 4) 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

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; Rev: 67-19 5/28/19; Rev. 75-19 6/24/19 and Rev. 77-19 6/24/19.

standards, they will be granted their step increase and then move forward to their next step on their anniversary date. The denial of an increase is not a disciplinary action nor a reduction in pay, the employee has simply not earned an increase

- 5) For supervisory staff in pay grades 14 -26A hiring rate of pay will be based upon the minimum and maximum range set forth in each pay grade, based upon qualifications and approval of the appointing authority. Increases will be based upon annual performance reviews/feedback from their supervisor and/or Appointing Authority within the approved ranges and will effective January 1 of each year.
 - 6) The Human Resources Director with the approval of the Mayor will present to City Council from time to time a recommendation based upon a review of 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
 - 7) Cost of living adjustment will be determined by Council and would be effective January 1. 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.
- (b) 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.
- (c) 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 will be approved by the Appointing Authority. All benefits are retained when an employee transfers or is appointed to another position within the service of the City for any reason.

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 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.

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 \$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.

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.

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	Holster — 1
Shirts, Winter — 5	Magazine — 2
Shirts, Summer — 5	Magazine Pouches — 1 (dbl)
Ties — 3	Handcuffs — 1
Tie Bar — 1	Handcuff Case — 1
Shoes — 1 pair	Handcuff Key — 1
Boots — 1 pair	Belt Keepers — 4
Jacket – All Season – 1	Walkie Talkie Holder — 1
Raincoat — 1	Mace — 1
Hat, Winter — 1	Mace Holder — 1
Trooper Winter Hat — 1	Gloves — 1 pair
Hat, Summer — 1	Flashlight — 1 (3 cell)
Raincoat Cover — 1	Cite Bookholder — 2
Hat Badge — 1	Wristwatch — 1
Breast Badge — 2	Protective Vest — 1
Name Plate — 2	Belt (Trouser) — 1
Whistle — 1	Gun Belt — 1
Whistle Chain — 1	Service Weapon — 1

City of Reynoldsburg, Ohio

Chapter 160

Employee Compensation

Attachment: Chapter 160 updates 1205019 (Chapter 160.01, 160.02 (A) and (F))

May 29, 2019

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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.

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.

Temporary Appointment: an appointment may be made by the Appointing Authority without regard to the Chapter 160 or the rules of O.R.C. 124.01 to 124.64, but in no case to continue longer than six months, and in no 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.

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.

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.

PFDPE: 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.

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.

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.

160.02 AUTHORIZED POSITIONS, PERSONNEL, CLASSIFICATION AND PAY GRADE

<u>Position</u>	<u>Personnel</u>	<u>Classification</u>	<u>Pay Grade</u>
(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	22
Asst. City Prosecutor	2 p/t	Unclassified	19
City Attorney Secretary	1	Unclassified	15
City Attorney Clerk	1	Classified	12
Criminal Justice Program Administrator	1	Unclassified	12
Mayor's Secretary*	1 p/t	Unclassified	15
Clerk of Courts	1	Unclassified	16 18
Assistant Clerk of Courts	1	Classified	11
Data Entry Operator	1p/t	Classified	6 8
Data Entry Operator	1	Classified	6 8
Clerk of Council	1	Unclassified	16
Asst. Clerk of Council	1 p/t	Unclassified	10
Tax Administrator	1	Classified	17
Deputy Auditor	1	Unclassified	15
Auditor's Secretary	1 p/t	Unclassified	10
Finance Manager	1	Classified	22
Civil Service Administrative Assistant	2 p/t	Unclassified	15
* Mayor's Secretary to be shared with Human Resources Department			
(b) DEPARTMENT OF COMPUTER SYSTEMS			
Director of Computer Systems	1	Unclassified	22
Network Systems Administrator	1	Classified	19
(c) DEPARTMENT OF DEVELOPMENT			
Development Director	1	Unclassified	22
Development Director			
Administrative Assistant	1	Unclassified	13
Planning & Zoning Administrator	1	Classified	19
(d) HUMAN RESOURCES DEPARTMENT			
Director of Human Resources	1	Unclassified	22
Human Resources Generalist	1	Unclassified	12

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(e) PARKS & RECREATION DEPARTMENT

Director	1	Unclassified	22
Administrative Assistant	1	Unclassified	13
Senior Center Manager	1	Classified	16
Special Events/Media Coordinator	1	Unclassified	12

<u>Position</u>	<u>Personnel</u>	<u>Classification</u>	<u>Pay Grade</u>
Senior Citizens Assistant	2 p/t	Classified	7
Senior Center Activities Instructor	1 p/t	Classified	5
Recreation Superintendent	1	Classified	16
Grounds Superintendent	1	Classified	16
Assistant Grounds Superintendent	1	Classified	12
Parks Grounds Maintenance	2	Classified	3
Field and Landscape Operator	2	Classified	6
Horticulturist	1	Classified	10
Recreation Coordinator	1	Classified	7
Seasonal & Occasional	Variable	Unclassified	See 160.03(d) & (e)

(f) POLICE DEPARTMENT

Director of Public Safety	1	Unclassified	22
Chief of Police	1	Classified	26A
Deputy Chief of Police	1	Classified	24A
Lieutenant	2	Classified	See Chapter 166
Sergeant	9	Classified	See Chapter 166
Police Officer	57	Classified	See Chapter 166
Dispatcher	89	Classified	See Chapter 162
Support Services Supervisor	1	Classified	1618
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 Coordinator	1p/t	Classified	10
Court Liaison	2 p/t	Classified	13

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; Rev. 67-19 5/28/19; Rev. 75-19 6/24/19 and Rev. 77-19 6/24/19.

(g) SERVICE DEPARTMENT

(1) Director of Public Service	1	Unclassified	22
Service Director			
Administrative Assistant	1	Unclassified	13
Secretary	1	Classified	8
Maintenance Foreman	1	Classified	16
Custodian	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
Permit Technician	2	Classified	11
Code Compliance Officer	4	Classified	6

(3) Water/Wastewater Division

Superintendent	1	Classified	18
Asst. Superintendent	1	Classified	15
Maintenance Spec/Equip Operator	6	Classified	10
Billing Supervisor	1	Classified	14
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	14
Administrative Assistant	1	Classified	8
(To be shared with Street Division)			
Maintenance Spec/Equip Operator	2	Classified	10
Maintenance Spec/Equip Operator	1*	Classified	10
(To be shared with Street Division)			

(h) DEPARTMENT OF ENGINEERING

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;
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**CITY OF REYNOLDSBURG, OHIO
SALARY SCHEDULE**

160.03 SALARY SCHEDULE

BEGINNING July 1, 2019 with the implementation of steps, THE FOLLOWING PAY GRADES SHALL BE IN EFFECT:

(a) Full Time Employees – NON SUPERVISORY PERSONNEL

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
3	\$ 15.15	\$ 15.91	\$ 16.70	\$ 17.54	\$ 18.41	\$ 19.34	\$ 20.30
4	\$ 15.29	\$ 16.88	\$ 18.51	\$ 20.12	\$ 21.74	\$ 23.30	\$ 24.96
5	\$ 15.67	\$ 17.30	\$ 18.97	\$ 20.62	\$ 22.29	\$ 23.89	\$ 25.58
6	\$ 15.98	\$ 17.65	\$ 19.35	\$ 21.02	\$ 22.73	\$ 24.36	\$ 26.09
7	\$ 16.56	\$ 18.00	\$ 19.74	\$ 21.44	\$ 23.18	\$ 24.85	\$ 26.61
8	\$ 17.48	\$ 19.13	\$ 20.78	\$ 22.45	\$ 24.08	\$ 25.75	\$ 27.41
9	\$ 18.32	\$ 20.05	\$ 21.78	\$ 23.53	\$ 25.24	\$ 26.99	\$ 28.73
10	\$ 18.78	\$ 20.55	\$ 22.53	\$ 24.12	\$ 25.87	\$ 27.67	\$ 29.45
11	\$ 19.15	\$ 20.96	\$ 22.77	\$ 24.60	\$ 26.38	\$ 28.22	\$ 30.04
12	\$ 19.53	\$ 21.38	\$ 23.23	\$ 25.09	\$ 26.91	\$ 28.78	\$ 30.64
13	\$ 19.92	\$ 21.81	\$ 23.69	\$ 25.59	\$ 27.45	\$ 29.36	\$ 31.25
14	\$ 20.32	\$ 22.24	\$ 24.16	\$ 26.11	\$ 27.99	\$ 29.95	\$ 31.88
15	\$20.65	\$ 22.69	\$ 24.65	\$ 26.63	\$ 28.55	\$ 30.55	\$ 32.52

*Nonexempt payroll will be based upon hourly rates derived from the annual rates.

(b) SUPERVISORY PAY RANGE

Pay Grade	Minimum	Maximum
14	\$ 24.50	\$ 34.00
15	\$ 25.50	\$ 36.00
16	\$ 26.00	\$ 38.00
17	\$ 27.00	\$ 41.00
18	\$ 28.00	\$ 43.00
19	\$ 29.00	\$ 45.00
20	\$ 31.00	\$ 47.00
21	\$ 33.00	\$ 49.00
22	\$ 35.00	\$ 51.00

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; Rev: 67-19 5/28/19; Rev. 75-19 6/24/19 and Rev. 77-19 6/24/19.

(c) Senior Police Management

Pay Grade	Minimum	Maximum
24A	\$ 45.00	\$ 60.00
26A	\$ 50.00	\$ 65.00

*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 – \$16.00
Bus/Van Driver	\$9.50 per hour-\$16.00

2) Service Department

Water/Wastewater Laborer	\$10.00 - \$12.00 per hour
Service Seasonal Laborer	\$10.00 - \$12.00per hour

3) Street Department

Street Seasonal Laborer	\$10.00 - \$12.00per hour
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(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:

(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 - \$16.00 per hour

(f) Other

Intern – permitted by a department that has funding available within the department budget for a college intern that will be on payroll on a part-time basis not to exceed six-months. There will be no benefits, holiday, vacation and sick leave earned.

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) All Second Shift Chapter 160 Eligible Employees Shift Differential

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.

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

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; Rev: 67-19 5/28/19; Rev. 75-19 6/24/19 and Rev. 77-19 6/24/19.

Tax Administrator
 Assistant City Prosecutors
 Planning & Zoning Administrator

Finance Manager
 Clerk of Council
 Assistant City Attorney

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.

(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, 2019 is:

<u>From</u> (Conclusion of):	<u>To</u> (Conclusion of):	
6 th year	9 th year	\$550.00 annually
10 th year	14 th year	\$ 600.00 annually
15 th year	19 th year	\$ 650.00 annually
20 th year	----	\$ 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.

160.08 ADMINISTRATION OF PAY PLAN

(a) SALARY SCHEDULE AND PAY GRADES

- 1) Effective July 1, 2019 the City will implement a step program for non-bargaining unit employees in pay grades 1 through 15 in non-supervisory roles as reflected in 160.03 (a). There are two methods by which employees shall receive pay increase based upon steps 1) on their anniversary date of hire and 2) if Council approves an increases in the step table, employees would be given that adjustment effective January 1.
- 2) During the implementation of steps, on an employee's anniversary date they will move to the next step based upon the assigned step as of July 1, 2019. For example, an employee with an August 15 anniversary date and a current rate of pay that is between Step 3 and Step 4, but closest to a step 3, would be assigned a step 3 and they will move to Step 4 on their anniversary date. If the current rate of pay is closest to a step 4, they would be placed in a Step 4.
- 3) All new employees will be assigned to Step 1 at the time of hire, unless they meet qualifications that the Appointing Authority approves a start of a higher step up to step 3 of each pay grade.
- 4) 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

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; Rev: 67-19 5/28/19; Rev. 75-19 6/24/19 and Rev. 77-19 6/24/19.

standards, they will be granted their step increase and then move forward to their next step on their anniversary date. The denial of an increase is not a disciplinary action nor a reduction in pay, the employee has simply not earned an increase

- 5) For supervisory staff in pay grades 14 -26A hiring rate of pay will be based upon the minimum and maximum range set forth in each pay grade, based upon qualifications and approval of the appointing authority. Increases will be based upon annual performance reviews/feedback from their supervisor and/or Appointing Authority within the approved ranges and will effective January 1 of each year.
 - 6) The Human Resources Director with the approval of the Mayor will present to City Council from time to time a recommendation based upon a review of 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
 - 7) Cost of living adjustment will be determined by Council and would be effective January 1. 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.
- (b) 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.
- (c) 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 will be approved by the Appointing Authority. All benefits are retained when an employee transfers or is appointed to another position within the service of the City for any reason.

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 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.

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 \$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.

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.

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	Holster — 1
Shirts, Winter — 5	Magazine — 2
Shirts, Summer — 5	Magazine Pouches — 1 (dbl)
Ties — 3	Handcuffs — 1
Tie Bar — 1	Handcuff Case — 1
Shoes — 1 pair	Handcuff Key — 1
Boots — 1 pair	Belt Keepers — 4
Jacket – All Season – 1	Walkie Talkie Holder — 1
Raincoat — 1	Mace — 1
Hat, Winter — 1	Mace Holder — 1
Trooper Winter Hat — 1	Gloves — 1 pair
Hat, Summer — 1	Flashlight — 1 (3 cell)
Raincoat Cover — 1	Cite Bookholder — 2
Hat Badge — 1	Wristwatch — 1
Breast Badge — 2	Protective Vest — 1
Name Plate — 2	Belt (Trouser) — 1
Whistle — 1	Gun Belt — 1
Whistle Chain — 1	Service Weapon — 1

Police Department**David Plesich****7240 E. Main Street****Reynoldsburg OHIO 43068****614-322-6947 Phone****ORDINANCE REQUEST****DATE: December 9, 2019****TO: Public Safety, Law and Courts Committee****RE: Fixed Asset Removal Police and Administration**

Approval:

Completed Brad McCloud	Jed Hood	Completed Stephen Cicak
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PD pieces of equipment are beyond repair and no longer operational.

Council is requesting release of the digital recording mixer

Service Department is requesting the release of an HP Designjet 1770 Plotter Printer

#Item		Date Purchased	Cost
1929	1 Precor C956i Treadmill Reconditioned	07/15/14	\$2,795.00
1930	1 Precor C956i Reconditioned Treadmill	07/15/14	\$2,795.00
Council	Pre Sonus Studiolive Digital Recording Mixer 1/1/1998		\$1,800.00
Service	HP Designjet 1770 Plotter Printer	12/28/2010	\$2,510.98

**AN ORDINANCE AUTHORIZING THE CITY AUDITOR TO REMOVE EQUIPMENT
FROM THE CITY'S FIXED ASSET LIST**

Police Department

David Plesich

7240 E. Main Street

Reynoldsburg OHIO 43068

614-322-6947 Phone

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

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

From the Police Department

Tag #	Item
1929	Precor C956i Treadmill Reconditioned
1930	Precor C956i Treadmill Reconditioned

From Council

588	PreSonus Studiolive Digital Performance & Recording Mixer
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From the Engineer Department

2493	HP Designjet 1770 with hard disk
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SECTION 2. That the City of Reynoldsburg will dispose of the items referred to in Section 1 and any monies received from the auction of items shall be deposited into the General Fund.

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

Water and Wastewater Department

Paul Hellman

614-322-4500 Phone

ORDINANCE REQUEST

DATE: December 9, 2019

TO: Stephen Cicak, City Auditor Finance and Administration
Committee

RE: Amend water rate schedule to a 4% increase to all water users, 1%
over Columbus

Approval:

Skipped Brad McCloud	Skipped Jed Hood	Skipped Stephen Cicak
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Emergency/Suspension: Emergency

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

City of Columbus is Charging us a 3% increase water rates in 2020. We will be increasing our water rates 1% higher than Columbus to allow for inflation and cost of living increases from 2019 for the City of Reynoldsburg.

I am requesting an ordinance authorizing the Mayor to amend the City's Water Rate Schedule (953.01)(a) to increase 2020 water rate from \$8.04 per 1,000 gallons to \$8.36 per 1,000 gallons. It is a 4% percent increase from 2019.

953.01 Water Rate Schedule

(a) Charges for water furnished by the municipally-owned water system shall be at the rate of ~~eight dollars and four cents (\$8.04) per thousand gallons effective January 1, 2019.~~ EIGHT DOLLARS AND THIRTY SIX CENTS (\$8.36) PER 1000 GALLONS EFFECTIVE JANUARY 1, 2020.

.AN ORDINANCE TO AMEND CHAPTER 953 WATER CHARGES, SECTION 953.01(a) WATER RATE SCHEDULE OF THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO

Water and Wastewater Department

Paul Hellman

614-322-4500 Phone

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

SECTION 1. That Section 953.01(a) Water Rate Schedule of Chapter 953 Water Charges of the Code of Ordinances for the City of Reynoldsburg be and is hereby amended to read 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 (\$8.04) per thousand gallons effective January 1, 2019~~ eight dollars and four cents (\$8.36) per 1000 gallons shall be effective January 1, 2020.

SECTION 2. That existing Section 953.01(a) of Chapter 953 Water Charges be and is hereby repealed and replaced.

SECTION 3. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the city and further to have the health insurance plan in place on January 1, 2020; wherefore, upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor

Proposed Rates - 2020

- Water: 3.0%
 - Sewer: 3.0%
 - Storm: 2.0%
- Overall % Increase To Residential Bill: **2.95%**

- Average Estimated Quarterly Residential Bill \$ Increase: **\$8.46**
- Average Estimated Annual Residential Bill \$ Increase: **\$33.84**
- Low income and senior discounts continue.

Utility Increase Comparison 2020 Rate Increase

[illegible]

Water and Wastewater Department

Paul Hellman

614-322-4500 Phone

ORDINANCE REQUEST

DATE: **December 9, 2019**

TO: **Andrew Bowsher, Development Director Finance and
Administration Committee**

RE: Amend Wastewater Rates for 4%, 1% Over the Columbus Increase

Approval:

Completed Brad McCloud	Completed Jed Hood	Stephen Cicak
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Emergency/Suspension: Emergency

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

City of Columbus is Charging us a 3% increase sewer rates in 2020. We will be increasing our water rates 1% higher than Columbus to allow for inflation and cost of living increases from 2019 for the City of Reynoldsburg.

I am requesting an ordinance authorizing to increase 2020 wastewater rate from \$8.29 per 1,000 gallons to \$8.62 per 1,000 gallons. It is a 4 percent increase from 2019.

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, 2019 eight dollars and twenty nine cents (8.29) per 1,000 gallons.~~ JANUARY 1, 2020 AT THE RATE OF EIGHT DOLLARS AND SIXTY TWO CENTS (\$8.62) PER 1,000 GALLONS.

**AN ORDINANCE TO AMEND CHAPTER 945 SEWER CHARGES, SECTION 945.02(c)
RATE SCHEDULE OF THE CODE OF ORDINANCES FOR THE CITY OF
REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY**

Water and Wastewater Department

Paul Hellman

614-322-4500 Phone

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

SECTION 1. That Section 945.02(c) Rate Schedule of Chapter 945 Sewer Charges of the Code of Ordinances for the City of Reynoldsburg be and is hereby amended to read as follows:

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, 2019 eight dollars and twenty-nine cents (\$8.29) per 1,000 gallons~~ January 1, 2020 at the rate of eight dollars and sixty-two cents (\$8.62) per 1,000 gallons.

SECTION 2. That existing Section 945.02(c) of Chapter 945 Sewer Charges be and is hereby repealed and replaced.

SECTION 3. .That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the city and further to have the health insurance plan in place on January 1, 2020; wherefore, upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor

SEWER COLUMBUS RATE USAGE PER DAY BASED ON POP																											
		63.99		54.24		60.57		57.72		57.69		52.86		55.16		54.73		54.91		50.52		55.00		55.00		55.00	
		2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019 est	2020 est	2021 est	2022 est									
		Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	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	37,158									
POPULATION INCREASE		116	485	2,243	31	152	0	323	54	179	185	447	0	0	0	0	0	0									
NEW NET RESIDENTIAL ACCOL		40	166	768	11	52	0	111	18	61	63	153	0	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	742,240,400	744,777,616	685,220,360	745,946,850	745,946,850	745,946,850									
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	37,158									
POPULATION INCREASE		116	485	2,243	31	152	0	323	54	179	185	447	0	0	0	0	0	0									
NEW NET RESIDENTIAL ACCOL		40	166	768	11	52	0	111	18	61	63	153	0	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	742,240,400	744,777,616	685,220,360	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	37,158									
POPULATION INCREASE		116	485	2,243	31	152	0	323	54	179	185	447	0	0	0	0	0	0									
NEW NET RESIDENTIAL ACCOL		40	166	768	11	52	0	111	18	61	63	153	0	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	742,240,400	744,777,616	685,220,360	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	742,240	744,778	685,220	745,947	745,947	745,947									
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	9.33									
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	5,689,356	5,937,157	5,680,878	6,431,710	6,688,978	6,956,537									
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	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	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	5,689,356	5,937,157	5,680,878	6,431,710	6,688,978	6,956,537									
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	9.33									
Savings 3 people	Savings 3 people		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	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	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	0.00									
Percentage Usage received		97%	98%	100%	101%	99%	112%	102%	104%	99%	103%	103%	102%	102%	100%												

12.c.a

Rates)

Sewer Fund 4% increase

	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019 est	2020 est	2021 est	2022 est
REVENUES																	
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	6,057,240	5,680,878	6,431,710	6,688,978	6,956,537
CIP FEE								163,581	370,661	358,810	381,544	376,664	377,738	342,610	372,973	372,973	372,973
OP TRANSFERS	82,355	51,155	51,155	51,155	149,131	63,119	63,119	0		0	841	106					
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	6,434,978	6,023,488	6,804,683	7,061,952	7,329,511
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	4,602,935	4,370,630	5,155,400	5,310,062	5,469,364
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	674,653	1,360,749	1,415,179	1,471,786	1,530,658
OTHER /projects			0	199,614	390,102	261,438	336,467	35,267	53,653	579,751	98,284	218,209	45,050	1,325,257	422,973	372,973	372,973
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	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	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	5,472,124	7,206,144	7,143,059	7,304,328	7,522,502
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	0.55	0.25	0.21	0.17	0.14
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	962,854	-1,182,655	-338,376	-242,377	-192,991
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	2,987,985	1,805,330	1,466,954	1,224,577	1,031,587

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	6.95
	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%	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	9.33
	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%	4.00%

2008

Target wall	150,000
Dreier	82,000
	232,000

2009

Rosehill Rd	51,488
opwc grant	

CIP COSTS-SEWER

2012

Ohio EPA	154,775
SSes CIP	181,040
Yrly Cleaning	
Summit Rd	652
	336,467

2014

2013

Ohio EPA	34,973
CIP Fee Rec'd	0
Summit Rd	294
	35,267

2015

Proposed Rates - 2020

- Water: 3.0%
 - Sewer: 3.0%
 - Storm: 2.0%
- Overall % Increase To Residential Bill: **2.95%**

- Average Estimated Quarterly Residential Bill \$ Increase: **\$8.46**
- Average Estimated Annual Residential Bill \$ Increase: **\$33.84**
- Low income and senior discounts continue.

Utility Increase Comparison 2020 Rate Increase

[illegible]

Street/Stormwater Department**Keith Kundtz****614-322-5800 Phone****ORDINANCE REQUEST****DATE: December 9, 2019****TO: Andrew Bowsher, Development Director Finance and
Administration Committee****RE: Stormwater Rate Increase**

Approval:

Completed Brad McCloud	Skipped Jed Hood	Stephen Cicak
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Emergency/Suspension: Emergency

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

**AN ORDINANCE TO AMEND CHAPTER 958 STORMWATER CHARGES, SECTION
958.06 EQUIVALENT RESIDENTIAL UNIT ASSIGNMENT IN THE CODE OF
ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING AN
EMERGENCY**

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

SECTION 1. That Section 958.06 Equivalent Residential Unit Assignment of Chapter 958 Stormwater Charges be and is hereby amended in the following manner:

958.06 EQUIVALENT RESIDENTIAL UNIT ASSIGNMENT.

For the purpose stated in this chapter there is hereby charged to each Utility user and property, lot, parcel of land, building or premises (collectively, "properties") situated within the corporate limits of the City, that is tributary directly or indirectly to the stormwater system, Utility Service Charges determined as provided in this section.

Street/Stormwater Department

Keith Kundtz

614-322-5800 Phone

All properties having impervious area within the City shall be assigned an Equivalent Residential Unit (ERU), or a multiple thereof, which will be at a minimum one ERU.

All improved single-family residential properties are assigned one ERU. A flat rate will apply to all single-family residential properties. All improved single-family residential properties are determined to include impervious area typical of a single-family residence.

All properties having an impervious area which are not improved single-family residential properties are to be assigned by the City Engineer an ERU multiple based upon the properties' estimated impervious area (in square feet) divided by 2,530 square feet (one ERU). This division will be calculated to the second decimal place and rounded according to mathematical convention to the nearest whole ERU.

The Utility Service Charge is ~~\$4.00~~ **\$6.00** per month per Equivalent Residential Unit (ERU), which shall be effective from and after ~~January 1, 2016~~ **January 1, 2020**

SECTION 2. That existing Section 958.06 of Chapter 958 be and is hereby amended.

SECTION 3. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the city and further to have the health insurance plan in place on January 1, 2020; wherefore, upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor



City of Reynoldsburg
Storm Water Utility
Bi-Annual Report
2019

September 10, 2019

Background

Ordinance No. 32-96, Passed 2/12/1996.

AN ORDINANCE TO ESTABLISH STORM WATER CHARGES AND AN ADMINISTRATIVE PROCESS STRUCTURE WHICH WILL PROVIDE FOR THE FUNDING OF THE OPERATIONS, MAINTENANCE, AND IMPROVEMENTS OF THE CITY'S STORM WATER UTILITY.

Section 5.

Subsequent to the initial establishment of Utility Service Charges pursuant to this Ordinance, the Director in each odd numbered year shall prepare a Utility report with recommended Utility Service Charges. This report shall contain data utilized in the determination of the recommended Utility Service Charges and shall be presented to the Council on or before October 1 of each odd numbered year for the referral to the appropriate committee. The committee shall make a recommendation to Council on or before October 15 of each odd numbered year concerning the Utility Service Charges to become effective for a two year period beginning January 1 of each even numbered year.

Attachment: 2019 rate study (Storm Water Fees 2020)



City of Reynoldsburg Storm Water Utility Bi-Annual Report 2019

Storm water Management

Storm water management systems represent valuable public assets that provide a number of benefits to many users. By controlling floodwaters and preventing pollutants from reaching our rivers and lakes, Storm water management systems can protect the health and safety of the public and the environment. In so doing, clean and healthy water resources support public drinking water supplies and can attract local investment through increased land values.

Funding

A storm water rate is a funding mechanism that has been successfully implemented throughout the United States. The goal of the study is to develop and implement an equitable, self-supporting, and dedicated funding source for storm water management in Reynoldsburg.

Monthly user fees were introduced when the Storm Water Utility was established in 1997. These fees were intended to cover operations, maintenance and replacement costs of the existing system and construction of new storm drainage and flood management facilities. In creating the utility, the City declared its intention to impose just and equitable charges on storm water drainage utility users. Impervious surface area plays the single largest role in determining the amount of storm water runoff from a property. Impervious area leads directly to storm water runoff. All single-family residential properties are proposed to be defined as being equal to each other, and form the basis for all other comparisons.

The typical single-family residential property for the City of Reynoldsburg contains 2,530 square feet of impervious surface area. The units to be used in determining the appropriate user fee is the "Equivalent Residential Unit" (ERU). Therefore, all single-family residential properties will have an ERU rating of 1.0. An example of a non-residential property with 25,300 square feet of impervious surface area would have an ERU rating of 10.0.

An increase was necessary to provide personnel, equipment and supplies in developing the Storm Water Management Plan as required by Federal and State Law. In 2004, the ERU rate was increased from \$1.25 to \$2.00. This provided funds for additional personnel and several CIP projects.

In 2015 we implemented a neutral revenue move of an additional \$2.00 per month for storm water fees. This fee is for the Clean Rivers Surcharge that was previously collected through sewage charges. Since 2006, residents in Reynoldsburg and elsewhere have been required to pay a Clean Rivers Surcharge. This fee is used to support various improvements related to the Project Clean Rivers initiative, which is designed to reduce pollution in waterways. The City of Columbus is charged with managing a 40 year, \$2.5 billion Wet Weather Management Plan and this fee supports that effort. The fee was created and mandated by a consent order from



City of Reynoldsburg
Storm Water Utility
Bi-Annual Report
2019

Environmental Protection Agency and the State of Ohio. The bottom line of our residents' water bill remained the same.

Conclusion

The City has operated with zero increases since 2004. With the enhancement of our street program, we have been more proactive with repairs and projects, which have reduced the funds in our storm water account. These facts and proposed increases from the City of Columbus have led us to reevaluate our storm water fees. The attached sheet shows a proposed change of \$12 per year per home or (1) one ERU, which would generate enough to put our storm water fund in line with our ongoing streets program. We would like to introduce legislation before the end of the current year.



City of Reynoldsburg
Storm Water Utility
Bi-Annual Report
2019

STORM WATER

	2013	2014	2015	2016	2017	2018	2019 Est	2020 Est	2021	2022
REVENUES										
STORM WATER CHARGES	659,152	648,302	654,785	1,309,934	1,357,783	1,326,923	1,350,000	1,687,500	1,687,500	1,687,500
CLEAN RIVER CHARGE	0	0	0	0	1,100,000	0	0	0	0	0
OTHER (BOND PROCEEDS)										
TOTAL REV	659,152	648,302	657,642	1,309,934	2,457,783	1,326,923	1,350,000	1,687,500	1,687,500	1,687,500
PERSONAL	250,095	255,323	253,700	260,059	290,813	281,647	329,381	345,850	363,143	381,300
SUPPLIES	22,417	22,279	24,473	20,025	22,848	33,214	47,000	47,470	47,945	48,424
SERVICES	46,047	70,319	45,529	60,637	50,571	132,515	149,890	151,389	152,903	154,432
CLEAN RIVER CHARGE				642,874	721,828	736,909	775,000	795,000	815,000	835,000
TRANSFERS OUT	31,560	31,560	31,560	31,560	31,560	39,282	31,560	31,560	31,560	31,560
EQUIPMENT	18,955	34,716	178,145	29,624	0	0	65,600	0	0	0
BRICE/MAIN	0	0	0	0	0	0	0	0	0	0
BARTLETT ROAD	0	0	0	0	0	0	0	0	0	0
BLACKLICK CREEK	0	0	0	0	0	0	0	0	0	0
MAIN/GRAHAM										
OTHER PROJECTS	139,877	5,495		286,208	790,310	271,949	478,791			
DEBT	98,945	99,443	98,781	0	132,300	122,487	120,227	122,967	125,594	123,108
TOTAL EXP	607,896	519,135	632,188	1,330,987	2,040,230	1,618,003	1,997,449	1,494,236	1,536,144	1,573,824
NET OP. INCOME	51,256	129,167	25,454	-21,053	417,553	-291,079	-647,449	193,264	151,356	113,676
FUND BALANCE	1,256,723	1,385,890	1,411,344	1,390,291	1,807,844	1,516,765	869,316	1,062,580	1,213,936	1,327,613

58
18

9/5/2019 10:12 AMC:\Users\jcrowford\Documents\Water Studies\RATESTUDY 2020.xls

Attachment: 2019 rate study (Storm Water Fees 2020)

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

DATE: December 9, 2019

TO: Finance and Administration Committee

RE: Kirch Group Technology Contract 2020

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 for Emergency passage: To have an agreement in place for January 1, 2020 for information technology services.

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT
WITH KIRCH GROUP TECHNOLOGIES, LLC, FOR INFORMATION
TECHNOLOGY SERVICES FOR THE PERIOD OF JANUARY 1, 2020 TO
DECEMBER 31, 2020, AND DECLARING AN EMERGENCY**

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, COUNTIES
OF FRANKLIN, LICKING, and FAIRFIELD, STATE OF OHIO that:

SECTION 1. That the Mayor be and is hereby authorized and directed to enter into an agreement with Kirch Group Technologies, LLC., 1335 Dublin Rd, Columbus, OH 43215, for the period of January 1, 2019 through December 31, 2019, for information technology services for the City of Reynoldsburg.

See Exhibit "A" attached hereto and incorporated herein.

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

SECTION 2. That pursuant to Ordinance 66-18 competitive bidding is hereby waived.

SECTION 3. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City's government; and further the current agreement expires December 31, 2020; wherefore upon adoption by Council, this Ordinance shall be in effect on January 1, 2020 upon signature by the Mayor.

Contract Version 5.0.0_REY (2020)

Kirch Group Technology, LLC Service Agreement Contract

Submitted to:

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



Attachment: Kirch Group Technology 2020 contract (Kirch Group Technology Contract 2020)

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

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: 1/1/2020 – 12/31/2020

CLIENT:

City of Reynoldsburg

By: _____

Printed Name: _____

Date: _____

KGT:

Kirch Group Technology, LLC

By: _____

John Stickel, Managing Member

Date: _____

Attachment: Kirch Group Technology 2020 contract (Kirch Group Technology Contract 2020)

Exhibit 1A:**“Covered Hardware:”****[CURRENT HARDWARE AS OF 12/31/2019 TO BE ASSUMED HERE]**

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.

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)

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.

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.

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.

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.

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.

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.

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

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).

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

DATE: December 9, 2019

TO: Finance and Administration Committee

RE: City's Health Insurance for 2020 (MMO)

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
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Emergency/Suspension: Emergency

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

Statement of necessity for Emergency passage: To have Health Care coverage in place for employees on January 1, 2020.

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, 2020 through December 31, 2020 and declaring it an emergency.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE CITY OF REYNOLDSBURG'S HEALTH INSURANCE COVERAGE WITH MEDICAL MUTUAL OF OHIO FOR THE PERIOD FROM JANUARY 1, 2020 THROUGH DECEMBER 31, 2020, AND DECLARING AN EMERGENCY

WHEREAS, the City of Reynoldsburg has held a contract with Medical Mutual of Ohio for the health care benefits for the officers and employees; and

WHEREAS, the contract with medical Mutual of Ohio is an annual contract that expires December 31, 2019; and

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

WHEREAS, the Mayor is hereby authorized to execute a contract with Medical Mutual of Ohio, which is attached hereto as Exhibit A, on behalf of the City of Reynoldsburg.

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

SECTION 1. That the Mayor be and is hereby authorized to renew the health insurance contract with Medical Mutual of Ohio for the period from January 1, 2020 through December 31, 2020.

SECTION 2. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the city and further to have the health insurance plan in place on January 1, 2020; wherefore, upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor.



Proposal For:
CITY OF REYNOLDSBURG - EA

Effective Date: 1/1/2020
End Date: 12/31/2020
County: Franklin
State: Ohio

Quote ID: 0075726-01

Wednesday, October 16, 2019
1:29 PM



Group Name: CITY OF REYNOLDSBURG - EA
Effective: January 1, 2020 - December 31, 2020

Benefit Highlights & Premium Rates	\$3100 HSA		\$3250 HSA		\$3300 HSA	
Product / Network	SuperMed Plus		SuperMed Plus		SuperMed Plus	
HSA Option	Yes		Yes		Yes	
Includes Major Med. Rx?	Yes		Yes		Yes	
	NETWORK	NON-NETWORK	NETWORK	NON-NETWORK	NETWORK	NON-NETWORK
Deductible Type	Embedded		Embedded		Embedded	
Single Deductible	\$3,100	\$4,400	\$3,250	\$4,550	\$3,300	\$4,600
Family Deductible	\$8,200	\$8,800	\$8,500	\$9,100	\$8,600	\$9,200
Employer Coinsurance % *	100%	80%	100%	80%	100%	80%
Single Out of Pocket (Excludes Deductible)		\$4,000		\$4,000		\$4,000
Family Out of Pocket (Excludes Deductible)		\$8,000		\$8,000		\$8,000
Single Maximum Out of Pocket	\$4,000	\$8,400	\$4,000	\$8,550	\$4,000	\$8,600
Family Maximum Out of Pocket	\$8,000	\$16,800	\$8,000	\$17,100	\$8,000	\$17,200
Office Visit	100% After Deductible	80% After Deductible	100% After Deductible	80% After Deductible	100% After Deductible	80% After Deductible
Specialist Office Visit	100% After Deductible	80% After Deductible	100% After Deductible	80% After Deductible	100% After Deductible	80% After Deductible
Urgent Care Office Visits	100% After Deductible	80% After Deductible	100% After Deductible	80% After Deductible	100% After Deductible	80% After Deductible
Emergency Room Visits**	100% After Deductible		100% After Deductible		100% After Deductible	
Inpatient Services	100% After Deductible	80% After Deductible	100% After Deductible	80% After Deductible	100% After Deductible	80% After Deductible
Comments						

Rates Effective 1/1/2020 - 12/31/2020:	Enrolled	Rates	Enrolled	Rates	Enrolled	Rates
Single	32	\$686.32	32	\$676.63	32	\$667.25
Family	97	\$1,844.55	97	\$1,818.38	97	\$1,793.08
Contract Premium	129	\$200,884	129	\$198,035	129	\$195,281

Group Official Plan/Rate Selections	Initial Here	Initial Here	Initial Here
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Rate Acceptance

Group Official Initial: _____ Please initial next to the benefits that have been selected by the group.

Group Official Signature: _____

Title: _____

Date: _____

* Some non-network services will be covered at a coinsurance less than what is shown.

** Emergency room visits that do not qualify as an emergency may be covered at a lesser amount. Coverage for emergency visits and emergency services may vary.

In accordance with Ohio law, coverage for dependents beyond the federal limiting age of 26 may necessitate additional premium on insured plans.

Employers must disclose any funding of deductibles or coinsurance provided to employees. If funding is not disclosed, Medical Mutual reserves the right to adjust rates at any time during the contract period. This may result in higher than anticipated rate adjustments.

Rates reflect the federally mandated fees. All fees are subject to state premium tax. Fees are subject to change. When a contract period spans more than one calendar year, the fees are averaged over the length of the period.

Rates and premiums for periods beginning January 1, 2022 do not include potential or actual exposure due to section 4980I of the Internal Revenue Code -- Excise Tax on High Cost Employer-Sponsored Health Coverage under the Affordable Care Act. Any Excise tax determined to be payable on your plan(s) will be billed separately from health plan premium rates.

The limiting age for dependent children is 26, except in the case of physical or intellectual disability.

Effective January 1, 2016, Ohio law lowered the limiting age for dependent children from 28 to 26. However, as a large group customer you still have options available to you. You may continue covering dependent children to age 28, reduce the age to 26 for both new and existing dependent children or reduce the age to 26 for new dependent children only. Please note that children with a physical or intellectual disability are not impacted by the change in Ohio law. Please contact your Medical Mutual representative to discuss your options in detail.

CITY OF REYNOLDSBURG - EA
1/1/2020
Disclaimers & Contingencies

- 1 Proposal expires in 60 days or upon effective date.
- 2 Rates assume Medical Mutual is the only carrier, with 75% of net eligible employees enrolled.
- 3 Rates are subject to change if enrollment varies by more than 10% from 129 contracts quoted.
- 4 Ancillary coverages will be packaged with Medical coverage and not sold separately.
- 5 Final rates are subject to underwriting approval, based on benefit plans, contribution, participation, and medical data for members exceeding 50% of specific deductible or pooling limit which must be received no later than 20 days before effective date.
- 6 Disclosure of disabled participants is required.
- 7 Misrepresentation may result in rescission of coverage.
- 8 Rates include standard reporting and administration.
- 9 Quote includes Medical Mutual's comprehensive suite of population health programs, which are designed to promote healthy lifestyle behaviors and encourage your employees to get well and stay well. Our programs help your employees understand their health, identify risk factors for disease, manage their conditions and make positive changes to improve their well-being. Covered employees will automatically have access to Medical Mutual's health and wellness initiatives, which may include, but not be limited to, online health resources and Health Assessment, Disease Management programs, 24/7 Nurse Line, tobacco QuitLine, Maternity program, fitness center discounts, and Weight Watchers® discounts.
- 10 The rates in this proposal may include Patient-Centered Outcomes Research Institute Fee (PCORI), Reinsurance Fee, Exchange Fee, and Market Share Fee when applicable which are federally mandated. Additionally, this policy, Medical Mutual, or you as a Plan Sponsor may become subject to taxes, fees or other charges imposed by State, Local, or Federal governments (collectively, "fees"). Medical Mutual reserves the right to adjust your premium or funding rate (or add the fees to the invoice) consistent with the effective date of the new fees imposed by the government. Adjustments may or may not be noted in a line item on monthly invoices. All fees are subject to change during the contract period.
- 11 Change in enrollment of any one plan of more than 10% or the elimination of a plan may require rates to be adjusted.
- 12 As required by the Affordable Care Act, employees must be notified at least 60 days before the effective date of a material modification if it impacts the contents of the SBC. Please be aware of this requirement when considering an off-renewal plan change or a change in carrier.
- 13 Premiums and rates reflect 2015 ACA requirement to accumulate drug cost share to the maximum out-of-pocket (MOOP). Use of a third party Pharmacy Benefits Manager (PBM) will require additional fees and additional lead time to implement. Please contact your Medical Mutual representative for further details and explanation.
- 14 Effective January 1, 2016, Ohio law lowered the limiting age for dependent children from 28 to 26. However, as a large group customer you still have options available to you. You may continue covering dependent children to age 28, reduce the age to 26 for both new and existing dependent children or reduce the age to 26 for new dependent children only. Please note that children with a physical or intellectual disability are not impacted by the change in Ohio law. Please contact your Medical Mutual representative to discuss your options in detail.
- 15 Products marketed by Medical Mutual may be underwritten by one of its subsidiaries, such as Medical Health Insuring Corporation of Ohio or MedMutual Life.

Rate Acceptance

Group Official Initial: _____ Please initial next to the benefits that have been selected by the group.

Group Official Signature: _____

Title: _____

Date: _____

Quote ID: 0075726-01

City Auditor's Office**Stephen Cicak****7232 E. Main Street****Reynoldsburg OHIO 43068****614/322-6858 Phone****ORDINANCE REQUEST**

DATE: December 9, 2019

TO: Finance and Administration Committee

RE: Transfer of Funds from Various Accounts in Various Departments

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
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Emergency/Suspension: Emergency

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

Unappropriate the following accounts and return to the unappropriated General Fund for a total of \$189,000

From account 110.448.5101 Service Department Wages Director unappropriate \$30,000.00

From account 110.448.5102 Service Department Wages Staff unappropriate \$9,000.00

From account 110.448.5109 Service Department H S A unappropriate \$1,000.00
From account 110.448.5161 Group Insurance unappropriate \$10,000.00

From account 110.479.5101 Building Department Wages-Director unappropriate \$10,000.00

From account 110.554.5102 Attorney Wages Staff unappropriate \$54,000.00

From account 110.554.5109 Attorney H S A unappropriate \$4,000.00

From account 110.554.5151 Attorney PERS unappropriate \$7,000.00

City Auditor's Office

Stephen Cicak

7232 E. Main Street

Reynoldsburg OHIO 43068

614/322-6858 Phone

From account 110.554.5161 Attorney Group Insurance inappropriate
\$19,000.00 From account 110.554.5166 Attorney Group Medicare
inappropriate \$1,000.00

From account 110.580.5101 Development Director Wages inappropriate \$5,000.00

From account 110.580.5104 Development Part-Time Wages inappropriate
\$9,000.00 From account 110.580.5151 Development PERS inappropriate
\$1,000.00

From account 110.582.5104 Human Resources Part Time Wages inappropriate
\$8,000.00 From account 110.582.5151 Human Resources OPERS inappropriate
\$1,000.00

From account 110.595.5164 General and Administration Worker's Comp inappropriate
\$20,000.00

Appropriate \$390,500 from the unappropriated General Fund to the following accounts:

To account 110.111.5102 Police Department Wages appropriate \$35,000

To account 110.111.5105 Police Department Overtime appropriate \$100,000

To account 110.111.5109 Police Department H S A appropriate \$15,000

To account 110.111.5113 Police Department Wages Enforcement appropriate \$70,000

To account 110.111.5152 Police Department OPFDPF appropriate \$100,000

To account 110.111.5161 Police Department Group Insurance appropriate \$60,000

To account 110.290.5102 Mechanic Wages Staff appropriate \$1,500.00

To account 110.343.5105 Senior Center Wages-Staff Appropriate \$4,000.00

To account 110.534.5104 Civil Service Part-Time Wages \$3,000.00

To account 110.545.5104 Auditor Part-Time Wages \$2,000.00

**Appropriate from the unappropriated Water fund to Account number 710.735.5105
Water- Overtime \$7,000.00**

**AN ORDINANCE TO TRANSFER FUNDS AMONG VARIOUS GENERAL FUND
ACCOUNTS, AND DECLARING AN EMERGENCY**

City Auditor's Office

Stephen Cicak

7232 E. Main Street

Reynoldsburg OHIO 43068

614/322-6858 Phone

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

SECTION 1. That Council unappropriate \$189,000.00 from the following accounts and return to the unappropriated General Fund (110).

110.448.5101 Service Department Wages Director	\$30,000.00
110.448.5102 Service Department Wages Staff	9,000.00
110.448.5109 Service Department HSA	1,000.00
110.448.5161 Group Insurance	10,000.00
110.479.5101 Building Department Wages Director	10,000.00
110.554.5102 Attorney Wages Staff	54,000.00
110.554.5109 Attorney HSA	4,000.00
110.554.5151 Attorney PERS	7,000.00
110.554.5161 Attorney Group Insurance	19,000.00
110.554.5166 Attorney Group Medicare	1,000.00
110.580.5101 Development Director Wages	5,000.00
110.580.5104 Development Part-time Wages	9,000.00
110.580.5151 Development PERS	1,000.00
110.582.5104 Human Resources Part-time Wages	8,000.00
110.582.5151 Human Resources PERS	1,000.00
110.595.5164 General & Administration Workers' Comp	20,000.00

SECTION 2. That an amount of \$390,500.00 be unappropriated from the General Fund and be appropriated to the following accounts:

City Auditor's Office

Stephen Cicak

7232 E. Main Street

Reynoldsburg OHIO 43068

614/322-6858 Phone

110.111.5102 Police Department Wages	\$ 35,000.00
110.111.5105 Police Department Overtime	100,000.00
110.111.5109 Police Department HAS	15,000.00
110.111.5113 Police Department Wages Enforcement	70,000.00
110.111.5152 Police Department OPFDPF Insurance	100,000.00
110.111.5161 Police Department Group Insurance	60,000.00
110.290.5102 Mechanic Wages Staff	1,500.00
110.343.5105 Senior Center Overtime	4,000.00
110.534.5104 Civil Service Part-time Wages	3,000.00
110.545.5104 Auditor Part-time Wages	2,000.00

SECTION 3. That \$7,000.00 be unappropriated from the Water Fund (710) and is appropriated as follows:

710.735.5105 Water Overtime	\$ 7,000.00
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SECTION 4. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the city and further in order to be in compliance with O.R.C. at year's end; wherefore upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.

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

DATE: **December 9, 2019**

TO: **Finance and Administration Committee**

RE: **Amend Council OPERS Compensation**

Approval:

Skipped Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
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Emergency/Suspension: Emergency

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

The minimum amount OPERS members must earn each month to qualify for full service credit is increasing by 1.75% beginning January 2020 through 2028. As a result the minimum earnable salary will increase for Councilmember from \$660 per month to \$673.08 per month representing an annual increase of \$156.96 for 2020 for Ward representatives. Salaries may then increase annually through 2029 based on OPERS minimum levels of earnable salary as shown on the attached Contribution Increase.

At Large Councilmember will not see an increase until January 1, 2020 as they are mid-term and not eligible for increases. Those Councilmembers would not receive OPERS service credit for two years unless they make the remaining contribution each year to bring the total to the minimum level. Their contribution for 2020 would be \$156.96 and for 2021 \$298.32. The form necessary to allow those contributions is also attached.

AN ORDINANCE TO AMEND CHAPTER 121, SECTION 121.02 COMPENSATION OF COUNCILMEMBERS AND CHAPTER 127, SECTION 127.01 COMPENSATION OF COUNCIL PRESIDENT OF THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY

Clerk of Council

Mollie Prasher

7232 East Main Street

Reynoldsburg OH 43068

614-322-6836 Phone

WHEREAS, the Ohio Public Employees Retirement System has set the minimum amount OPERS members must earn each month to a new rate in order to qualify for full service credit; and

WHEREAS, that increase of 1.75% will be effective beginning January 1, 2020 with annual increases of 1.75% through 2029; and

WHEREAS, Reynoldsburg Ward Councilmembers current rate of OPERS earnable salary is \$660. That earnable salary would be increased to \$673.03 effective January 1, 2020 and may be increased annually every January 1st through 2029 as follows:

2021	\$684.86	2026	\$746.91
2022	\$684.86	2027	\$759.99
2023	\$709.03	2028	\$773.29
2024	\$721.44	2029	\$786.82
2025	\$734.07		

WHEREAS, Reynoldsburg At Large Councilmembers current rate of OPERS earnable salary is \$660. That earnable salary would need to be increased to \$684.86 effective January 1, 2022 and may be increase annually every January 1st through 2029 as follows:

2022	\$684.86	2026	\$746.91
2023	\$709.03	2027	\$759.99
2024	\$721.44	2028	\$773.29
2025	\$734.07	2029	\$786.82

WHEREAS, the President of Council's current rate of OPERS earnable salary is \$700.17. That earnable salary would need to be increased to \$709.03 effective January 1, 2023 and may be increased annually every January 1st through 2029 as follows:

2023	\$709.03	2027	\$759.99
2024	\$721.44	2028	\$773.29

Clerk of Council

Mollie Prasher

7232 East Main Street

Reynoldsburg OH 43068

614-322-6836 Phone

2025	\$734.07	2029	\$786.82
2026	\$746.91		

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

SECTION 1. That Chapter 121 Council, Section 121.02 Compensation of the Code of Ordinances for the City of Reynoldsburg be and is hereby amended to read as follows:

121.02 COMPENSATION.

- (a) Effective January 1, 2018 the salary for members of Council who represent the City At Large shall be seven thousand nine hundred twenty dollars (\$7,920.00), which is the yearly amount of compensation for 2018, and shall be the yearly compensation for Council At Large members until changed by City Council.

Effective January 1, 2022, the salary for members of Council, who represent the City At Large, shall be \$696.84 per month (\$8,362.08 annually), and may be increased annually based on directed OPERS increases as shown on Exhibit A.

- (b) Effective January 1, 2020 the salary for members of council who are Ward representatives shall be seven thousand nine hundred twenty dollars (\$7,920.00), which is the yearly amount of compensation for 2020, and shall be the yearly compensation for members of Council who are Ward representatives until changed by City Council.

Effective January 1, 2020, the salary for members of Council, who are Ward representatives, shall be \$673.08 per month (\$8,076.96 annually), and may be increased annually based on directed OPERS increases as shown on Exhibit A.

Clerk of Council

Mollie Prasher

7232 East Main Street

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SECTION 2. That Section 127.01 Compensation of Chapter 127 President of Council of the Code of Ordinance for the City of Reynoldsburg be and is hereby amended to read as follows:

- (a) Effective January 1, 2023, the salary for the President of Council shall be eight thousand four hundred and two dollars ((\$8,402), which is the yearly amount of compensation of 2011, and shall be the yearly compensation for the President of Council until changed by City Council.

Effective January 1, 2023, the salary of the President of Council shall be \$709.03 per month (\$8,508.36 annually), and may be increased annually based on directed OPERS increases as shown on Exhibit A.

SECTION 3. That existing Section 121.02 of Chapter 121 Section 127.01 of Chapter 127 be and is hereby amended.

SECTION 4. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the city and further to have the health insurance plan in place on January 1, 2020; wherefore, upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor.

EXHIBIT A

City of Reynoldsburg

Ward Councilmember OPERS Contributions

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

2020 - 2029

January 1	Monthly	Annual
2020	\$673.08	\$8,076.96
2021	\$684.86	\$8,218.32
2022	\$696.84	\$8,362.08
2023	\$709.03	\$8,508.36
2024	\$721.44	\$8,657.28
2025	\$734.07	\$8,808.84
2026	\$746.91	\$8,962.92
2027	\$759.99	\$9,119.88
2028	\$773.29	\$9,279.48
2029	\$786.82	\$9,441.84

City of Reynoldsburg

At Large Councilmember OPERS Contributions

2022 - 2029

January 1	Monthly	Annual
2022	\$696.84	\$8,362.08
2023	\$709.03	\$8,508.36

Clerk of Council
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2024	\$721.44	\$8,657.28
2025	\$734.07	\$8,808.84
2026	\$746.91	\$8,962.92
2027	\$759.99	\$9,119.88
2028	\$773.29	\$9,279.48
2029	\$786.82	\$9,441.84

City of Reynoldsburg
President of Council OPERS Contributions
2023 - 2029

January 1	Monthly	Annual
2023	\$709.03	\$8,508.36
2024	\$721.44	\$8,657.28
2025	\$734.07	\$8,808.84
2026	\$746.91	\$8,962.92
2027	\$759.99	\$9,119.88
2028	\$773.29	\$9,279.48
2029	\$786.82	\$9,441.84

Employer Outreach

*Your quarterly resource for OPERS news
Second Quarter 2019*

Earnable Salary for OPERS Members to Increase

The minimum amount OPERS members must earn each month to qualify for full service credit will be increasing by 1.75 percent each year beginning in 2020 through 2028.

As a result, the minimum earnable salary will increase to following amounts for each calendar year beginning in 2020.

2020	\$673.08	or \$8,074.94
2021	\$684.86	\$8,218.32
2022	\$696.84	\$8,362.08
2023	\$709.03	\$8,508.36
2024	\$721.44	\$8,657.28
2025	\$734.07	\$8,808.84
2026	\$746.91	\$8,962.92
2027	\$759.99	\$9,119.88
2028	\$773.29	\$9,279.48
2029 and beyond	\$786.82	\$9,441.84

GASB 68 and 75 Information Now on ECS

GASB 68 net pension liability and GASB 75 net OPEB liability audited reports are now available on ECS. If you're an employer who has registered for ECS and has been given the GASB role by the delegated administrator at your place of employment, you can now access the Dec. 31, 2018 information on the net pension liability and net OPEB liability.

If you have trouble accessing the information, contact Employer Services for assistance at 1-888-400-0965 or employeroutreach@opers.org (<mailto:employeroutreach@opers.org>).



Ohio Public Employees Retirement System

277 East Town Street, Columbus, Ohio 43215-4642

1-888-400-0965 www.opers.org

Certification of Denied In-term Salary Increase

Public officials who are contributing to OPERS and are prohibited constitutionally from receiving an in-term salary increase may make contributions on the denied salary. This form is to be used by the employer to certify the current salary, the actual denied increase and the effective date of the prohibited increase. This form should be completed for each term in which a denied increase occurs.

Section 1 - Employee Information (To be completed by the employee.)

Employee First Name

MI

Last Name

Social Security Number

Political Office Held

Term of Office

Beginning

Ending

Month Day Year

Month Day Year

Effective Date of Denied Salary Increase

Month Day Year

I state that the information on this form is true to the best of my knowledge and belief.

Month Day Year

Employee Signature (Do not print or type)

Section 2 - Employer Information (To be completed by the employer.)

Employer Code

Employer Name

Street or Mailing Address (No P.O. Boxes)

City

State

ZIP Code

Employer Phone Number

Fax Phone Number

Section 3 - Salary Information (To be completed by the employer.)

1. Projected annual salary, excluding denied in-term increase, for each year of term (list each year separately):

Projected annual salary \$, . Year

Projected annual salary **Year**

\$, .

Projected annual salary Year

\$, .

Projected annual salary	Year
\$, .	

2. Projected annual salary, including denied in-term increase, for each year of term (list each year separately):

Projected annual salary **Year**

\$, .

Projected annual salary	Year
\$, .	

Projected annual salary **Year**

\$, .

Projected annual salary	Year
\$.	

Section 4 - Employer Certification (To be completed by the employer.)

I, _____, hereby certify the information on this request is true and accurate.
Print payroll or fiscal officer name

Payroll or Fiscal Officer Signature

Month Day Year