



## CITY COUNCIL

### Council Meeting

Angie Jenkins, President  
Shanette Strickland, Ward 1  
Louis Salvati, Ward 2  
Bhuwan Pyakurel, Ward 3  
Meredith Lawson-Rowe, Ward 4  
Barth Cotner, At-Large  
Stacie A. Baker, At-Large  
Kristin J. Bryant, At-Large

7232 East Main Street  
Reynoldsburg, OH 43068  
[www.ci.reynoldsburg.oh.us](http://www.ci.reynoldsburg.oh.us)

Mollie Prasher, Clerk of Council  
614-322-6836

---

**Monday, December 7, 2020**

**Council Chambers**

---

### CITY COUNCIL MEETING

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. APPROVAL OF AGENDA**

**4. APPROVAL OF MINUTES**

a. City Council – Regular Meeting – November 23, 2020

**5. COMMUNITY COMMENTS**

*The Community Comments portion of the meeting is an opportunity for citizens to address Council. Citizens may wish to bring matters to the attention of City Council or discuss items on the agenda with the exception of legislation scheduled for a public hearing. Comments related to a public hearing may only be made during the Public Hearing portion of the meeting.*

*Before addressing City Council, members of the public are asked to complete a speaker's form and give it to the Clerk of Council. The Council President will invite speakers to step to the microphone and give their name and address. All remarks should be addressed to Council as a whole and not exceed three minutes.*

Mel Clemens Community Service Award

Presentation by Councilmember Baker

**6. PUBLIC HEARING**

An Ordinance to Amend Chapter Eleven - Planning and Zoning Code for the City of Reynoldsburg,

**7. COMMUNICATIONS**

**8. MOTIONS**

**9. REPORTS**

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

1. An Ordinance to Amend Chapter Eleven - Planning and Zoning Code for the City of Reynoldsburg, Ohio

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

c. **Public Service & Transportation Committee**

d. **Finance & Administration Committee**

1. An Ordinance Authorizing the City Auditor to Fund the Health Savings Accounts for 2021, and Declaring an Emergency
2. An Ordinance Authorizing the Mayor to Enter into a Contract for City Cyber Insurance for 2021, Waive Competitive Bidding, and Declaring an Emergency
3. An Ordinance to Encumber the Unencumbered Balance of the CARES Act Fund to be Used for Payroll Expenses for Public Safety Employees Whose Services Were Substantially Dedicated to Mitigation or Responding to the Covid-19 Public Health Emergency, and Declaring an Emergency

**10. CONSENT AGENDA FOR FIRST READING**

- a. An Ordinance Authorizing the City Auditor to Fund the Health Savings Accounts for 2021, and Declaring an Emergency --- Salvati. Finance and Administration Committee.
- b. An Ordinance Authorizing the Mayor to Enter into a Contract for City Cyber Insurance for 2021, Waive Competitive Bidding, and Declaring an Emergency --- Salvati. Finance and Administration Committee.

- c. An Ordinance to Encumber the Unencumbered Balance of the CARES Act Fund to be Used for Payroll Expenses for Public Safety Employees Whose Services Were Substantially Dedicated to Mitigation or Responding to the Covid-19 Public Health Emergency, and Declaring an Emergency --- Salvati. Finance and Administration Committee.

## **11. CONSENT AGENDA FOR SECOND READING**

- a. An Ordinance to Amend Chapter Eleven - Planning and Zoning Code for the City of Reynoldsburg, Ohio (First Reading 10/12/2020). --- Baker. Development, Parks and Recreation Committee.
- b. An Ordinance to Appropriate Funds for Contingency Work Pertaining to the Construction Services Relating to the East Main Street and Kroger Traffic Light Project (First Reading 11/23/2020). --- Strickland. Public Service and Transportation Committee.
- c. An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T for the 2021 Water Main Replacement Project and Appropriating Funds (First Reading 11/23/2020). --- Strickland. Public Service and Transportation Committee.
- d. An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T for the 2021 Sewer Main Relining and Manhole Rehabilitation Project, and Appropriating Funds (First Reading 11/23/2020). --- Strickland. Public Service and Transportation Committee.
- e. An Ordinance Authorizing the Mayor to Enter into an Agreement with the Kirch Group Technologies, LLC. for Information Technology Services for the Period of January 1, 2021 through December 31, 2021, Waive Competitive Bidding, and Declaring an Emergency (First Reading 11/23/2020). --- Salvati. 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, 2021 through December 31, 2021, and Declaring an Emergency (First Reading 11/23/2020). --- Salvati. Finance and Administration Committee.
- g. An Ordinance to Transfer Funds Among Various General Fund Accounts for the Year End Clean-Up, and Declaring an Emergency (First Reading 11/23/2020). -- - Salvati. Finance and Administration Committee.

- h. An Ordinance to Make Appropriations for Expenses and Other Expenditures of the City of Reynoldsburg, State of Ohio, During the Fiscal Year Ending December 31, 2021 (First Reading 11/23/2020). --- Salvati. Finance and Administration Committee.

## **12. CONSENT AGENDA FOR THIRD READING**

- a. 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 (Second Reading 11/23/2020). --- Strickland. Public Service and Transportation Committee.
- b. An Ordinance Authorizing the Mayor to Enter into a Contract with the State of Ohio for Administration/Inspection/Testing Services for Bridges Owned by the City of Reynoldsburg, and Declaring an Emergency (Second Reading 11/23/2020). --- Strickland. Public Service and Transportation Committee.
- c. An Ordinance to Amend Chapter 160 Employee Compensation, Section 160.01 Definitions, Section 160.02 Authorized Positions, Personnel, Classifications and Pay Grades, Section 160.03 Salary Schedule, Section 160.04 Other Compensation, Section 160.05 Overtime Eligibility, and Section 160.08 Administration of Pay Plan of the Code of Ordinances for the City of Reynoldsburg, Ohio (Second Reading 11/23/2020). --- Salvati. Finance and Administration Committee.
- d. An Ordinance to Amend the Personnel Procedure Manual Regarding Police Command Staff Promotions, Military Service, Hours of Work, and Overtime (Second Reading 11/23/2020). --- Salvati. Finance and Administration Committee.
- e. An Ordinance Authorizing the Mayor to Enter into a Contract with Donald J. Schonhardt & Associates, Inc. for Management Consulting Services and Waive Competitive Bidding (Second Reading 11/23/2020). --- Salvati. Finance and Administration Committee.

## **13. LEGISLATION FOR THIRD READING**

- 1. 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 11/23/2020). --- Strickland. Public Service and Transportation Committee.



2. 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 11/23/2020). --- Strickland. Public Service and Transportation Committee.

**14. OTHER COUNCIL MATTERS**

**15. UPCOMING MEETINGS**

- i. December 14, 2020 Council
- ii. December 17, 2020 BZBA
- iii. December 28, 2020 Council Meeting Cancelled

\*\*\*\*\*

ADJOURNMENT

# Reynoldsburg

OHIO • 1839

## MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL November 23, 2020

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

PRESENT: Cotner (Remote), Baker (Remote), Bryant (Remote), Jenkins (Remote), Strickland (Remote), Salvati (Remote), Pyakurel (Remote), Lawson-Rowe (Remote)  
ABSENT:

### Approval of Agenda

The agenda stands as submitted.

### Approval of Minutes

a. City Council – Regular Meeting – November 9, 2020

The minutes stand as submitted.

|                |                 |
|----------------|-----------------|
| <b>RESULT:</b> | <b>ACCEPTED</b> |
|----------------|-----------------|

### Community Comments

#### Pastor Jeremy Harper 1427 Hentz Drive

Good evening, everyone. I just wanted to introduce myself, we are a newer church in Reynoldsburg. Impact Church in Reynoldsburg. I wanted to offer in we can ever be of assistance to the City. We offer services to the best of our ability, please feel free to call on us. If you have any needs that arise in the community? I was going to offer lunch for a few Council members and have you help me get to know the City better. I really want to try to understand the community of Reynoldsburg and the people that go with it. With everything going on with Covid, I understand some of you may not want to go to lunch right now, but I will take you if you are willing. Otherwise, I would love to do a zoom call if you are willing to help in that way.

#### President Jenkins

Yes, absolutely. I appreciate the offer. Where is the church located again?

#### Pastor Harper

Right now we meet at the Banquet Hall at the Fraternal Order of Eagles on Brice Road.

Minutes Acceptance: Minutes of Nov 23, 2020 6:30 PM (Approval of Minutes)

# Reynoldsburg

OHIO • 1839

## MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL November 23, 2020

### **President Jenkins**

Ok, great. So where are you from?

### **Pastor Harper**

I moved here from the Memphis, Tennessee area.

### **President Jenkins**

Welcome to Reynoldsburg, were happy to have you and take you up on the offer. I'm sure Mollie can give you our information, so that Council can reach out and schedule and a call or coffee. I'm sure everyone on Council would be interested in meeting with you. Thank you for coming and letting us know you are in the community.

### **Christina Wood**

#### **Reynoldsburg, Ohio**

As a single parent to two children I cannot afford these rate increases continuously. I would be forced to move from Reynoldsburg to a city who takes their communities into consideration not just their target revenue goals.

### **Keith Benner**

#### **1200 Creekside Place, Reynoldsburg, Ohio**

My research shows that approximately 12 to 15 states currently have SOI laws. Of those, 3 have restrictions when it comes to housing vouchers. There are also several cities and counties throughout the country that have passed various laws, but the majority of these are in large Metropolitan areas where a landlord might be getting tax abatements for maintaining rent (rent control). There are currently 6 cities in Ohio that have the law. I haven't had an opportunity to look at each one, but will do so in the near future and I would hope that you have looked at them too since you think this is a good idea. This seems to me to be a solution in search of a problem. Maybe it's an issue in some big cities around the county, but this is not necessary in Reynoldsburg. I would urge all of you to at least look into the bloated bureaucracy that is the Columbus Metropolitan Housing Authority and then put yourself in my shoes. I am rejecting the inefficient government agency, not the applicant that relies on that agency. Thank you for your time.

### **Councilmember Strickland**

I did receive a few comments regarding the water increase, I would like to read those at this time.

Minutes Acceptance: Minutes of Nov 23, 2020 6:30 PM (Approval of Minutes)

# Reynoldsburg

OHIO • 1839

## MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL November 23, 2020

### *Comment 1*

Would you please enlighten me as to why the Reynoldsburg city council is going to raise our sewer and water rates one percent more than the city of Columbus is raising the rates? It seems that you are gouging the residents of Reynoldsburg. There is no reason to raise them any further than Columbus has.

### *Comment 2*

I have lived in Briarcliff for almost 30 years and raised our 3 children here. I am very concerned with the enormous spike in our water/sewer bills. Each quarter we see our bills increase and not by small amounts. We probably use less water now than we ever have. We are both retired. I wash 2 loads of laundry a week and run the dishwasher once a week. I have new toilets so I do not have a leak. My last bill was almost \$400.00. This is unacceptable. I know that Columbus has yet to raise their water rates but yet Reynoldsburg continues. This is not right. I request as a council member you think about your constituents as you vote for increases. It hurts families going through tough economic times and those of us on fixed incomes.

### *Comment 3*

I was just informed at your December 7 meeting, you will be voting on a proposed increase for water/sewage.

I'm sure you are already aware, but this water increase would result in a 10% increase in just a mere three years. Too bad our cost of living increase isn't given as easily.

I don't know about you, but 2020 has been a significantly rough year and we are headed into a rough 2021 with closures ramping up again. I'm not sure how the city can even consider this given the massive shutdowns, layoffs, and children at home instead of school so additional expenses there as well.

And last, to be truthful, I think Reynoldsburg completely over taxes at citizens as it is. I personally don't see the return on my investment. And to be honest if I was 30 years younger I would move but I love my community... not so hot with the Reynoldsburg administration.... but that's a story for another time.

Right now I don't see how Reynoldsburg can even entertain the thought of increasing water rates. We just passed an increase for the fire station which we weren't told about when we

Minutes Acceptance: Minutes of Nov 23, 2020 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
November 23, 2020**

passed the original levy to get the new fire station built. Oh yes and let's not forget the +10% increase over a three-year period way above the cost of living.

I strongly encourage you to vote no on the increase. I certainly will be in attendance to see how you vote and this plays out.

**Councilmember Strickland (cont.)**

I appreciate all the comments that were made. I did some research on my own, I did get in contact with the Service Director, Mr. Dorman, to see those increases and determine if there is anything we can do. I know Mr. Dorman had sent out an email regarding all the increases we have received in the last ten years or so. I know it has been very difficult with everyone and everything going on. But I wanted to talk a little bit about those increases and where everything stands. Mr. Dorman are you there. Can you talk a little bit more about the increase in the 1% that the City is now asking for? And how that would impact our community if we do not move forward with the 1%.

**Director Dorman**

I had emailed all the Councilmembers and President a sheet explaining what the fees had been going back all the way to 1997. On average, the City of Columbus increase has been as high as 17% one year and as low as 0. The City of Reynoldsburg has had an increase as high as 9% and as low 0. Typically the average for Columbus is about 6% and Reynoldsburg is about 2%. Columbus is going to be doing on the water a 2% and on the sewer a 3%. That is a rate that we do not control. That is what they will charge us regardless of what Council passes. That is what they will charge the city and we will have to pay back. It comes out of obviously what we bill our customers and typically just pass that along. The additional 1% is to cover the administrative side because we handle the water. Although we buy the water from Columbus, we are responsible for it as soon as it hits the City of Reynoldsburg Water and Sanitary Department are out there maintaining those lines and called to come in to repair leaks and back-ups and trouble shoot anything that may be going wrong. Flush the hydrants. A staff in City hall that does the billing and handles customer complaints. It's not just billing of water and sewer, it's also refuse. That another contract that we go out with and bid every 3 years. We do have a two year extension, two one year extensions on that contract. When you're looking at that bill, there are lots of things in there. There is a stormwater fee, a refuse fee and sewer and water. If you pass what is currently purposed for an average family of four... An average person uses about 5,000 gallons of water. During a quarter the average use is somewhere between 20,000 and 25,000 gallons. If you pass this increase it would be about \$13.24 for a family of four per quarter. That is with the Columbus and the Reynoldsburg fee.

Minutes Acceptance: Minutes of Nov 23, 2020 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
November 23, 2020**

Now, if we do not pass this, we have no control over the Columbus increase, they will bill us that. If we do not pass the additional fee, the 1% on the Reynoldsburg fee, it will affect our fund. The balance will go down. Can we live with that? We probably can manage. However, if you look at that white sheet I passed out, they show corrections where they didn't do an increase for several years, they did a very minimal increase, only to come back a few years later with a larger 6% and 5% increase. It's one of those things so it may be a good thing to consider right now to have some long term effects as well. We just got done with a round of billing. On average we hang several door tags for turn offs for non-payment. This quarter was one of the lowest ones we have had in the last several years. I know people were impacted and we take that very seriously. Covid has effected everybody, the City, the Country, the World. We take that in. Anyone that comes into the department, we listen to their stories, try and make arrangements for them. We don't ask for proof, we just trust them and hope that as long as they make payments, we work with them. This recent quarter, we had fewer turn offs that we have had for many, many. That's a good sign that people are able to make that work and are making ends meet when it comes to that.

**Councilmember Strickland**

Thank you. Again, we are looking to you as the experts. Knowing how our sewers and lines have been old for a period of time. All of that infrastructure comes into play when we talk about this increase. Mr. Dorman, I believe you said, what are the numbers when it comes to 2019, 2018, 2017? This is probably the lowest increase of the 1% in how many years?

**Director Dorman**

The water it's been in 2018 3% increase, in 2016 it was 2%. It varies all the way through that, last year the City did a 1% as well and Columbus did a 2% increase. The sewer as well. Columbus has been typically doing a 2 or 3% increase for the past several years as well. Here is the other important thing to realize, we are mandated by the EPA to spend a certain amount of money every year to keep up our infrastructure. The water tower alone, if our water tower were to ever have an issue, to build a water tower it would cost a little over a million dollars per one million gallons. If we had a water tower issue, you're talking close to 3-4 million dollars to fix it and that doesn't include all of the other lines in the City. Although, a couple million dollars look like a lot of money for infrastructure projects, it doesn't go very far.

**Councilmember Strickland**

I did see something on social media regarding Columbus not stating what their increase would be. How are we planning to know that this is the 1%?

Minutes Acceptance: Minutes of Nov 23, 2020 6:30 PM (Approval of Minutes)

# Reynoldsburg

OHIO • 1839

## MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL November 23, 2020

### Director Dorman

We have meetings with Columbus on a monthly basis. They had a meeting down at their treatment plant maybe two months ago or a little over two months ago, that's when they let all the communities know what the rate increases were going to be. So we know that increase is before Columbus City Council as part of their budget right now. My history and doing this for many years, if they didn't feel strongly that, that was going to pass we would have already been notified. They would have reached out to other satellite communities and told us. Once it's presented to Council, they have already talked about it and already know it's going to go through. Now if that would change, we can always go back and do a change to our rate if Columbus City Council doesn't pass their rate that is highly unlikely.

### Councilmember Strickland

I just want to make sure on the record we have that in 2020 it was 4%, in 2019 it was 3%, in 2018 it was 4%, 2017 4%. Again, we understand when it comes to hardship and economic problems but if we do not take care for our City and making sure our infrastructure is table, the long term effect to the City can be very devastating overall. Is that a fair statement Mr. Dorman?

### Director Dorman

That is correct, yes.

### President Jenkins

Once this is passed, when will it go into effect?

### Director Dorman

These rates will be effective January 1st.

### Mayor Begeny

I have a couple proclamations this evening. The first one came and I have had a couple different conversations from a few organizations about environmental awareness. One of the proclamations I will be issuing is about air quality. We have seen things at time about air quality and things of that nature. Some steps that we will be taking here at the City.

**WHEREAS**, to minimize air pollution and maximize fuel efficiency, it is the responsibility of all city employees to operate city vehicles and equipment in an environmentally and economically responsible manner; and

**WHEREAS**, one hour of idling consumes approximately one gallon of fuel; and

Minutes Acceptance: Minutes of Nov 23, 2020 6:30 PM (Approval of Minutes)

# Reynoldsburg

OHIO • 1839

## MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL November 23, 2020

**WHEREAS**, idling for one hour equates to approximately 33 miles of engine wear on a standard automobile; and

**WHEREAS**, idling causes premature engine wear. An idling engine creates minimal oil pressure resulting in insufficient engine lubrication; and

**WHEREAS**, diesel engines actually cool-down when idling during the wintertime, causing cab heat-loss; and

**WHEREAS**, drivers are exposed to elevated levels of exhaust while a vehicle is idling due to the lack of air circulation that typically occurs while the vehicle is in motion; and

**WHEREAS**, Delaware, Fairfield, Franklin, and Licking counties do not meet the annual National Ambient Air quality Standard of PM2.5 (particulate pollution). Idling contributes to poor air quality that may result in cost mandated controls; and

**WHEREAS**, every resident can improve air quality in Reynoldsburg by turning off vehicles whenever we are going idle more than 30 seconds; and

**WHEREAS**, the City of Reynoldsburg will adhere to this practice to reduce idling with city vehicles as much as possible, with the understanding that certain public health conditions (such as periods of extreme heat during which the air conditioning system must remain on) and public safety situations may require vehicles to idle under specific circumstances;

**NOW, THEREFORE**, I, Joe Begeny, Mayor of the City of Reynoldsburg, Ohio, do hereby express concern over the health, safety, and environmental issues associated with car idling, and encourage staff and community members to practice no idling for the greater benefits of the City of Reynoldsburg.

*IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Great City of Reynoldsburg, Ohio, to be hereto affixed on November 23, 2020.*

My other proclamation is a little closer to home and a little easier to handle. We all know Thanksgiving is this week and I hope everyone remains safe with that. However, on Saturday some of our small businesses will be operating with the hopes that you will be using their businesses this weekend for Small Business Saturday.

Minutes Acceptance: Minutes of Nov 23, 2020 6:30 PM (Approval of Minutes)





**MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
November 23, 2020**

**WHEREAS**, the government of Reynoldsburg, Ohio celebrates our local small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there are 30.7 million small businesses in the United States, they represent 99.7% of all firms with paid employees in the United States, are responsible for 64.9% of net new jobs created from 2000 to 2018; and

**Whereas**, small businesses employ 47.3% of the employees in the private sector in the United States, 62% of U.S. small businesses reported that they need to see consumer spending return to pre-COVID levels by the end of 2020 in order to stay in business, 65% of U.S. small business owners said it would be most helpful to their business to have their “regulars” return and start making purchases again, and three-quarters of U.S. consumers are currently looking for ways to Shop Small® and support their community; and

**Whereas**, 96% of consumers who shopped on Small Business Saturday ® agree that shopping at small, independently-owned businesses supports their commitment to making purchases that have a positive social, economic, and environmental impact and 97% of consumers who shopped on Small Business Saturday agree that small businesses are essential to their community; and

**Whereas**, 95% of consumers who shopped on Small Business Saturday reported the day makes them want to shop or eat at small, independently-owned businesses all year long, not just during the holiday season; and

**Whereas**, Reynoldsburg, Ohio supports our local businesses that create jobs, boost our local economy, and preserve our communities; and

**Whereas**, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

**NOW, THEREFORE**, I, Joe Begeny, Mayor of the City of Reynoldsburg, Ohio, proclaim November 28, 2020 as;

**SMALL BUSINESS SATURDAY**

And urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday throughout the year.

**IN WITNESS WHEREOF, I have hereunto set my hand  
and caused the Seal of the Great City of  
Reynoldsburg, Ohio, to be hereto affixed on  
November 28, 2020.**

Minutes Acceptance: Minutes of Nov 23, 2020 6:30 PM (Approval of Minutes)

# Reynoldsburg

OHIO • 1839

## MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL November 23, 2020

As everyone knows our CARES Act funding that you approved has been beneficial to a number of small businesses. We are finally winding down the final batch of application and hoping to get all those funds. Where we are probably approaching about \$170 to \$180,000.00. Every one of the small businesses that received these, you can tell how thankful they are for some them it helped them stay afloat and for some of them it helped them compensate for loss revenue. I hope everyone does get a chance to go out and support those local businesses this weekend.

### President Jenkins

Thank you for that reminder to support small businesses here in Reynoldsburg, that's a great idea.

### Communications

There are no additional Communications.

### Motions

A MOTION TO APPROVE A RESOLUTION RECOGNIZING A NATIONAL DAY OF THANKSGIVING

|                  |                                                                   |
|------------------|-------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                        |
| <b>MOVER:</b>    | Barth R. Cotner, At-Large Councilmember                           |
| <b>SECONDER:</b> | Kristin Bryant, At-Large Councilmember                            |
| <b>AYES:</b>     | Cotner, Baker, Bryant, Strickland, Salvati, Pyakurel, Lawson-Rowe |

### Reports

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

### Public Safety, Law & Courts Committee

This is the Public Safety, Law & Courts Committee meeting for November 23, 2020.

Members in attendance are: Councilmember Cotner, Councilmember Pyakurel, Councilmember Lawson-Rowe, Chair Baker and President Jenkins.

Minutes Acceptance: Minutes of Nov 23, 2020 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
November 23, 2020**

**Work Session**

AN ORDINANCE TO AMEND CHAPTER 503 OF THE CODIFIED ORDINANCES OF THE CITY OF REYNOLDSBURG TO PROVIDE FAIR HOUSING OPPORTUNITIES FOR INDIVIDUALS AND THEIR FAMILIES REGARDLESS OF THE SOURCE OF INCOME TO PAY FOR SUCH ACCOMMODATIONS --- Bryant. Public Safety, Law and Courts Committee.

**Attorney Shook**

This legislation is brought before Council at the request of Councilmember Strickland. We looked at what some other cities have done. I believe 6 cities in the state of Ohio have passed similar legislation including the City of Bexley. The best way that we were able to incorporate the intent of what I believe Councilmember Strickland was trying to accomplish was to propose a draft update of chapter 503 anti-discrimination ordinance that was passed earlier this year by Council. It would include a source of income under the housing discrimination section as a protected class. Source of income described as lawful income, social security, supplemental, all forms of local, federal or state income. Rent vouchers, child support, spousal support and public assistance, which can be verified. This is a work session only. I know I had an opportunity to speak with Mr. Benner who submitted the earlier comment who I believe is in reference to this proposed legislation. He is a local landlord in the community and I believe his biggest concern as expressed in his email and his express to me is that as a landlord considering potential applicants for rental property in the City with the voucher program, it has to go typically through the Columbus Metropolitan Housing authority and for them there is a significant amount of paperwork and delay associated with that process. I understand that concern and I think it's appropriate for Council considering at this point in time in the work session. I am open to questions and suggestions from this Council.

**Councilmember Strickland**

That's another reason right, when we talk about vouchers. A lot of families do not have the means and are on assistance. Reynoldsburg is a wonderful community. We just want to go about it the right way. I wanted to make sure again that we have this working session to start the conversations. To making sure that we are about community and making sure that our community is impacting everyone, not just in Reynoldsburg, but across Ohio, across the country where people are on vouchers and being discriminated against. Having those conversations, were

Minutes Acceptance: Minutes of Nov 23, 2020 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
November 23, 2020**

putting it out there, we want the input. I appreciate you Attorney Shook talking through this with me.

**Councilmember Bryant**

We need to put something in it in order to deal with landlords who lose out if someone leaves behind a mess. That's a corner. My understanding is that most of those programs don't allow you to pursue for damages.

Attorney Shook

Which program are you talking about? Suing for damages under the anti-discrimination?

**Councilmember Bryant**

No if you have somebody that has a voucher, and they use that and then they leave behind a mess. The landlord cannot go after them if they are using these programs.

**Attorney Shook**

Yea I don't know the answer to that question. I would be a little surprised by that, but that wouldn't be the first time I was surprised by a law that didn't make a whole lot of sense.

**Councilmember Bryant**

Yea, it's my understanding that there is a fair amount of inspection that goes into it. There is a lot of minor things that would ordinarily pass by the average tenant that may go undetected that way but they really get in there and inspect and require a lot of repairs.

**Attorney Shook**

I can't speak to that process, I'm not sure much of us could. I think that's why it's important to get that landlord experience and perspective on the process to determine what they have to go through to comply with this law if you were to pass it and what burden may be placed on.

**Councilmember Cotner**

Attorney Shook I think that's a great point that we do need to take into consideration and reaching out to landlords. Someone like Mr. Benner that has a handful of properties, it can be very cumbersome and challenging. Maybe some of

Minutes Acceptance: Minutes of Nov 23, 2020 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
November 23, 2020**

the bigger complexes are prepared and handle it differently and are a little easier. I think trying to navigate that a little but would be important. If this is going to hit the small person that just took over a house that just has one or two houses verse the corporate landlord who is running hundreds of tenants to an apartment complex. It can be pretty cumbersome for the average small local guy like Mr. Benner who has a few places he is trying to navigate and manage.

**Attorney Shook**

I believe I had that discussion earlier with Councilmembers Pyakurel and Baker. There are ways to draft language into the ordinance. Some exemptions for property owners or landlords in the City that own a certain amount of units, less than a number that we might set. There is a way to make it work so that perhaps the ordinance doesn't apply to a landlord that owns just a few units in the City.

**Councilmember Baker**

One if the things I discussed with Attorney Shook was, if we do go that route, I think a number would be if you own 10 or more that you would be subjected to this. I do think a lot of the bigger apartment complexes can easily manage having to wait. Typically if own a bigger apartment complex, you own other property as well that is kind of making up for the time it takes for people to get approved. Do you think that would help the impact of smaller landlords than what it would be for someone who owns a rather larger development?

**Attorney Shook**

I think it would be good to look into that impact. Fortunately, this only being a work session tonight, I would recommend to Council that we take a t least a month to some additional research into issues like that. <INAUDIBLE> something like this that we are going to be putting into law into the City, I think we want to make sure we are doing that background work first.

**President Jenkins**

Is the ordinance that is in Bexley for all rentals?

**Attorney Shook**

Candidly, our ordinance is very similar to what Bexley has done. Bexley also had an anti-discrimination ordinance and this year they also updated with it a source

Minutes Acceptance: Minutes of Nov 23, 2020 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
November 23, 2020**

of income language and they did not provide, as far as I could tell from my review any exemption for smaller landlords.

**Councilmember Cotner**

I am not sure that Bexley would be comparing apples to apples with us. The vouchers usually come with a pricing limit on it. That same two bedroom that you could rent in Bexley is going to be a little pricier than the two bedrooms that we rent here in Reynoldsburg. I think we have to make sure we are seeking out something that is going to be comparable to our community. If we go this route we want to put that in. The other question is there something that brought this, have we had problems, challenges, complaints? Are people reaching out with challenges? Or people not being able to utilize the vouchers in the program?

**Attorney Shook**

Not that I am aware of. I don't know if any other member of Council has had that experience, or bring that experience to them?

**Councilmember Strickland**

One of the reasons why I ended up bringing this to Attorney Shook is number one making sure that we do have those safe guards. We know that we have some wonderful landlords that we have here today and that's why I wanted to make sure we had this as a work session to make sure that we bring every to the table. Mr. Benner is a fantastic landlord. Just because we may not have heard about it doesn't mean that it isn't happening. We want to make sure that we are protecting those that have this on a fixed income that need that extra help to make sure that they are stable in houses. That's the reason I decided to move this one forward for a work session to make sure we have those protections in place.

**President Jenkins**

Is it up to the landlord to except or not except these vouchers? And how does that work as far as accepting vouchers for payment.

**Attorney Shook**

Right now it would be up to the landlord. This kind of legislation, the reason why it starts to take hold in certain communities in the state of Ohio but also in some states in the United States, there are some states that have statewide laws that are similar to this. By that protection to those applicants. Instinctively, I think that we

Minutes Acceptance: Minutes of Nov 23, 2020 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
November 23, 2020**

would all agree you should not discriminate against the potential applicant if that applicant receives veteran's benefits or social security benefits or child support to help pay their rent or their mortgage. I think instinctively we would all generally agree that it is wrong to discriminate against that person. The intent would be to prohibit that discrimination but I think to do it of course in the right way.

**President Jenkins**

Thank you for that explanation. I don't think you think of sources of income in different ways where someone could be on a fixed income, they could just be retired and be on a limited source of income through being a veteran or be retired and just receiving social security. I don't know that I thought of it in that way. I guess I just thought of it in regards to section 8 or those types of programs, I didn't think of it as a wide variety of sources of income that someone could be receiving and being discriminated against. Thank you for that clarification.

**Councilmember Cotner**

I think that is a fair point and fair verification but it does operate with vouchers a little different than social security income. That retired person would have that and choose who they sign a lease with and go into contract with a landlord and pay their lease. With a voucher you still have to go through, as Mr. Benner says, go through those extra hurdles that can be challenging for landlords. To me that's the part I think we have to address, which is what that looks like for the landlords that are addressing those hurdles and trying to balance that in there.

**Attorney Shook**

Ideally, I think the hurdles that exist and because I don't personally have to navigate that, I probably don't have the right perspective to understand what the burden there might be. Ideally, those hurdles would not be so troublesome. So that we could provide that protection. I think we would all generally agree that instinctively a person, who is in an impoverish situation or relies on government to put a roof over their head, should not be subjected to discrimination just because they are in those circumstances. Again, there obviously other considerations here as well.

**Councilmember Salvati**

When I first read this legislation it seemed pretty straight forward and then I had a conversation like many of us did with Mr. Benner and I decided to do some

Minutes Acceptance: Minutes of Nov 23, 2020 6:30 PM (Approval of Minutes)



# Reynoldsburg

OHIO • 1839

## MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL November 23, 2020

looking. I found it a shame that many of these legislations I looked up, it would always start out with yea there is a lot of different sources of income that this effects but these legislations it's out about one, these vouchers. It was even more frustrating that the negative things didn't seem to be that the landlords wanted to discriminate, they just didn't want the hassle. It wasn't that person wasn't the right, race or ethnicity they just didn't want the headache. So I find that very frustrating. I just wanted to make that comment, I agree with Attorney Shook. I did most of this looking in the last few hours, I would love a month to look this over and maybe even get a chance to hear from landlords with their experience and look at legislations that dealt with this. I agree that we need a little time. I think its great legislation but it's frustrating that our government makes it difficult to deal with.

|                  |                                                                   |                                |
|------------------|-------------------------------------------------------------------|--------------------------------|
| <b>RESULT:</b>   | <b>TABLED [UNANIMOUS]</b>                                         | <b>Next: 1/11/2021 6:30 PM</b> |
| <b>MOVER:</b>    | Kristin Bryant, At-Large Councilmember                            |                                |
| <b>SECONDER:</b> | Shanette Strickland, Councilwoman                                 |                                |
| <b>AYES:</b>     | Cotner, Baker, Bryant, Strickland, Salvati, Pyakurel, Lawson-Rowe |                                |

### Public Service & Transportation Committee

This is the Public Service & Transportation Committee meeting for November 23, 2020.

Members in attendance are: Councilmember Cotner, Councilmember Pyakurel, Councilmember Lawson-Rowe, Chair Baker and President Jenkins.

An Ordinance to Appropriate Funds for Contingency Work Pertaining to the Construction Services Relating to the East Main Street and Kroger Traffic Light Project

### Director Dorman

Let me give a quick intro here to this. Months ago, prior to my coming on to the City, City Council approved funding for traffic signal, knowing Kroger was going to come in and the volume of traffic in would generate at that point intersection there which is right across from the Wright Patt right now, you have probably seen the temporary signal up. Council appropriated adequate funding. However, when the City opened up bids for the project, they only asked for the money to be encumbered for the bid not for the contingency amount unfortunately. Which was standard with any contract that we open. This is just the aspect contingency amount and still under the amount that Council appropriated for the project, it's just more of a house cleaning item.

Minutes Acceptance: Minutes of Nov 23, 2020 6:30 PM (Approval of Minutes)





**MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
November 23, 2020**

**Councilmember Strickland**

What was the contingency amount again?

**Councilmember Salvati**

I believe it \$22,400.

**Director Dorman**

That's right, I was going to say I believe it's a little over \$20,000.00. That's the ordinal amount that Council appropriated for the project.

**Councilmember Baker**

When this light becomes active, will the light at Rosehill and Main be adjusted. As of now, if you're going south on Rosehill and try to go left on Main, you are sitting at that light for a pretty long time. I didn't know if that would be adjusted to help with the flow.

**Director Dorman**

Yes, so any time we put a signal in place everything is adjusted. Technically, everything on Main Street should be running green unless something pulls up on the side street. We either have the radar detection or loops that are in the road that sense when a vehicle pulls up. We will have that looked at and every year we are required to have someone look at the timing of those to make sure they are working. I think the other thing once this comes online, which is great, that's going to add some traffic to that Rosehill side. I think a lot of people are coming out of Rosehill because they can't get across Main Street. I think you will see some of that divert to the traffic signal once that's up and running.

**President Jenkins**

When will that light be up and running?

**Director Dorman**

It should be any day now. We are waiting for AEP to set the power source. When I drove by the other day it looked like the cabinet was up.

Councilmember Strickland makes a motion to move the ordinance to Council for a first read. Second by Councilmember Lawson-Rowe. Motion carries.

Minutes Acceptance: Minutes of Nov 23, 2020 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
November 23, 2020**

An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T for the  
2021 Water Main Replacement Project and Appropriating Funds

**Director Dorman**

This goes back to our original conversation. The city is under a federal mandate called the CMOM program that were mandated by the EPA. One of them is CMOM which is for your sanitary sewer and the other one is NPDES which is stormwater. Also, it includes our domestic water system. Every year we are required to look at the City systems and do adequate repairs as necessary. This to design an improvement project which would help alleviate some of the problems we have had with pressure and everything. We have been trying to get these designed early in the year so we can go out and bid it as well which gives us somewhat of a competitive advantage. Contractors are always trying to fill their schedule up with labor early on in the year. Once they get their books filled it's hard to get projects in. Typically you're paying a premium price. Over the past couple years the City has done that and done a good job getting bid out early to secure good pricing. This is basically just to design it and we will go out early to bid next year.

Councilmember Strickland makes a motion to move the ordinance to Council for a first read. Second by Councilmember Pyakurel. Motion carries.

An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T for the  
2021 Sewer Main Relining and Manhole Rehabilitation Project and Appropriating  
Funds

**Director Dorman**

This is what I just discussed. In order to sanitary lines, instead of us going down and digging them up to replace them, you can actually put in a liner and you cure it with heat and makes it like a brand new system. A lot cheaper. And pretty much no impact to any of our residents as well, which is great. We have been do this for the past several years. One of those projects that is required by the EPA that we spend this and make our system function at an optimal level as best as we can so it doesn't leave extra burden on the treatment system.

Councilmember Strickland makes a motion to move the ordinance to Council for a first read. Second by Councilmember Lawson-Rowe. Motion carries.

Minutes Acceptance: Minutes of Nov 23, 2020 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
November 23, 2020**

**Finance & Administration Committee**

This is the Finance & Administration Committee meeting for November 23, 2020.

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

An Ordinance Authorizing the Mayor to Enter into an Agreement with the Kirch Group Technologies, LLC. for Information Technology Services for the Period of January 1, 2021 through December 31, 2021, Waive Competitive Bidding, and Declaring an Emergency

**Director Boller**

This is our normal IT service that we contract out. This contract is for \$144,000.00. For the service that they provide for us. This is the fourth year we have entered the agreement I believe. The exact same contract that we have entered into and there has been no changes to it.

**Councilmember Strickland**

What particular service does this company offer to the City?

**Director Boller**

We do not have any IT staff at all on our payroll. All IT support is provided by them. All police MDT's, all computer software, they take care of helping us budget for what we need each year in IT services. We have really put them to test over the last few months with CARES and being able to use Zoom and cameras and all of that. They also handle our phone lines for us. Anything that plugs into a wall or is through Wi-Fi, they are taking care of for us.

**Councilmember Pyakurel**

How long have we been doing business with this company>

**Director Boller**

I believe 4 or 5 years, I could be wrong. When we decided to go from IT services in house, this is the company that we went with at that point. I can get you the exact date and send it out you.

Minutes Acceptance: Minutes of Nov 23, 2020 6:30 PM (Approval of Minutes)

# Reynoldsburg

OHIO • 1839

## MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL November 23, 2020

### **Councilmember Pyakurel**

Since we have been doing business with them for so long and brought this as an emergency, we know this has been there, why didn't we consider it earlier?

### **Director Boller**

I had to get the contract from Kirch Group, I did want an emergency so it can be signed off at the third read and go into effect January and go a full three reads.

Councilmember Salvati makes a motion to forward the ordinance to Council for a first read. Second by Councilmember Bryant.  
Motion carries.

### **Councilmember Baker**

Who is the company that handles the City's website?

### **Director Boller**

That is a separate company, I can get the name of that company for you.

### **Mayor Begeny**

I know our website is known as maybe not being as technically advanced. That is a question we will talk about during the budget process. There is an obvious cost to revamping that design. You are not the first one to mention something about our website.

### **Director Bowsher**

Just to help out, it's AFS Web Design and Development.

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, 2021 through December 31, 2021, and Declaring an Emergency

### **Director Boller**

It will be the very same benefits that we currently have in place. It will be a 1.99% increase. The best that we have had in a few years. We did go to market this year and was still able to stay with the same company. This can go for three reads, we just need it as an emergency at the last read.

Minutes Acceptance: Minutes of Nov 23, 2020 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
November 23, 2020**

Councilmember Salvati makes a motion to forward the ordinance to Council for a first read. Second by Councilmember Bryant. Strickland. Motion carries.

An Ordinance to Transfer Funds Among Various General Fund Accounts for the Year End Clean-Up, and Declaring an Emergency

**Auditor Cicak**

This is our annual clean up ordinance, in here are transfers of funds that we do every year to clean up our books. Some examples are for the Senior Center, Building Department, City Attorney, HR, General Administration, Water, Waste Water our Sewer Capacity, TIF and JEDD agreements. It's not in its final form but I do request that it gets passed as an emergency after its three full readings. It will be in its final form at the third reading.

Councilmember Salvati makes a motion to forward the ordinance to Council for a first read. Second by Councilmember Baker. Motion carries.

An Ordinance to Make Appropriations for Expenses and Other Expenditures of the City of Reynoldsburg, State of Ohio, During the Fiscal Year Ending December 31, 2021

**Mayor Begeny**

This is the first draft for the budget of the year 2021. It's very similar to the budget that was passed for 2020 and very similar to the interim budget that was passed at well. It is not in its final form but it's something that I wanted people to be aware of so you can see what the City does with its funds from the tax payers and services that are going to be rendered. It's a little different this year, there are very few capital expenditures that you will see on there as compared to years past, with the exception of the Police Department. Basically, what's going to follow is the directors are going to come in and speak to any highlights for their departments, what may come up in the future. Tomorrow we will be meeting with the Auditors office and the Directors to trim that fat a little bit. To see what we can and cannot alter in there. It's kind of like trying to hit a moving target. We're not necessarily sure what the revenues are going to be for next year but we are working together lock step to try and create the best budget that provides that maximum amount of services at the minimum cost to the tax payers.

Minutes Acceptance: Minutes of Nov 23, 2020 6:30 PM (Approval of Minutes)

# Reynoldsburg

OHIO • 1839

## MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL November 23, 2020

### Director Boller

A couple items that I have asked for in the budget are some OSHA supplies. I have asked for that to be increased by \$2,000.00. The reason for that is one of the expenses that I pay for my budget is the work boots for the water, sewer, street etc. The cost of the boots have gone up and they were increasing quite a bit from their pockets, so we increased that \$25.00. Also, band aids, the different things for the first aid kits, the most of that has increased. The other increase I asked for was to increase my other miscellaneous services account, I asked for a \$6,000.00 increase. The reason for this is we are really wanting to bring in a lot more training for staff and that cost. One training we are considering is a Drug Free Workplace. We want to continue with that Diversity and Inclusion Training and we would like to move forward with that same trainer. Some Management and Leadership Training. The list can go on and on but that is one that we have been lacking. In the big scheme my budget is not big but there were some increases I did ask for.

### Councilmember Strickland

What is your total budget?

### Director Boller

It was \$24,000.00. With those increase I asked for an additional \$6,000.00 to bring the total to \$30,000.00.

### Director Bowsher

My budget is going to be less than it was amended to last year. It's very lean and mean. Some of the changes are just some general changes. More marketing and postage we have been using for getting information out for conditional uses and variances. It's something that we didn't have any many in the past so we are going to bump that up a little bit. We are just kind of moving things around. One of the things we will be asking for in an intern for next year. It's a great program we utilize through the Mid-Ohio Regional Planning Commission. It's typically students from Ohio State. These individuals are extremely qualified and the amount of money that they get is nowhere in comparison to the amount of work that we get back from them. It's a great program for them to learn and us to be a part of the community and it really creates a Reynoldsburg pipeline for the new employees into the future as well and the general work force in central Ohio. Really happy about that and I believe myself and the Mayor will both have one each. Mine coming from the Knowlton School, which I am an alumni of. I'm really proud to give back to OSU at the same

Minutes Acceptance: Minutes of Nov 23, 2020 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
November 23, 2020**

time. It's a very lean and mean budget and it will be a very exciting 2021. We can't share a lot yet but by the time the Mayor comes around for his state of the City address there will be some really exciting things we will be able to share. We are really happy about moving forward and turning the corner even with the pandemic in 2020.

**Director Dorman**

Basically, most of my department is essential need and there is not a lot of fluff in the expenses. There is an increase in our Building Department, thank you to Andrew for setting that up. We have several new projects, condominiums on Taylor Road and another project further north on Taylor. The Rosehill project and a Lancaster project. All those projects add cost to our building department when it comes to sections that need to be done but will also generate revenue and need to the City to. Some of those are pass through with the Board of Health, we do plumbing inspections and collect the money and typically reimburse that back to the Board of Health as well. A lot of it is in an out as well. Another impact you will see is the increased Code Enforcement to the City. We have had a lot of printing cost, mail in cost as a result of that. Thanks to Attorney Shook running that through Mayor's Court. A lot of these commercial properties are in Mayor's Court right now and are working to get these issues addressed, as you drive through the City you can see that work occurring. The only other major item is a pick-up truck for the street department. We are trying to spend as little money but the pick-up truck is needed. I believe when that pick-up truck is purchased it will retire another vehicle which will be transferred to Parks and Rec to be used and re-purposed. We do get our trucks at the state price and it's a very simple process and guaranteed to get us the lowest price for anything we buy when we select it from that particular price. Those are all the high level items on there.

**Councilmember Salvati**

I know we are currently full staffed at 3 Code Enforcement Officers and I'm not sure how many permit writers, are we happy with that level for 2021? I know we can technically go to 4 but have we reached a comfort level with 3?

**Director Dorman**

That's an interesting question. We have been doing some interesting things with our Code Enforcement Officers, technology and things like that. We are not being reactionary, we are looking through the City every day. We are educating people and not just ticketing them. Trying to let them know the policies and why they exist. This

Minutes Acceptance: Minutes of Nov 23, 2020 6:30 PM (Approval of Minutes)





**MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
November 23, 2020**

time of year it's a little difficult to get things done. We have given one of our Code Enforcement Officers the majority of the commercial properties, they can be fairly intense and involve a lot more paperwork. Those are the properties that will typically end up in Mayors Court given the nature of the violations and possibly do the repairs. Most of the residential ones, we are able to work with and try to figure that out. The other two Code Enforcement officers are breaking apart the residential. It is a lot of work for them, I will be honest with you. We were driving around the other day looking at complaints and discussing and it is a fairly large area. Diving the whole City into a two part residential. Then we have condominiums and apartments that take a lot of time too and involve more regulations as well. I think Attorney Shook and I have had this conversation too, it's really been a good project working with the Police Department. We have been able to find things helpful to them and them to us. Which has been great. I think it's a good thing to think about, they are in the process now of getting certified and once they are certified I think it's something to consider. Permit techs, they are very busy right now but they are ok. Depends on how much development we see over the coming year. I guess I would like everyone to keep that in the back of their mind, obviously we only have so much room but I think that's a great thing and I appreciate you bringing that up.

**Director Bauman**

We do have a few lines items where we will be seeing an increase. One will be in the recreation department. That is the line item where everything comes from for all of our sports whether it be adult or youth. Soccer balls, baseballs, uniforms, soccer nets, bases. We have seen an increase for the price we pay over the last several years for t-shirts. We have kind of absorbed that cost in the past by either not buying some additional soccer balls or what have you. We are looking at t-shirts that are now running around 9 to 10 dollars a shirt where we used to get them around \$5.00 a shirt. We are seeing an increase there. We do ask for quotes from various vendors to try to get the best price. WE try to keep our business in Reynoldsburg as much as possible. The increase there is about \$11,000.00. That's within our 5200, that's what we call our supplies. Other than that, most of the supply items are the same. In our 5300 account is our services. The one where you will see a large number is our miscellaneous service contracts that is 5339. That is the line item that we pay for the contract for the streetscaping maintenance and irrigation. Those contracts have gone out for bid, there will be a bid opening on December 11th. Hoping that at the amount I have estimated will be enough to cover those contracts they do come in. The line item is also to maintain two ponds that the City has to maintain off of Rodebaugh road, we pay to

Minutes Acceptance: Minutes of Nov 23, 2020 6:30 PM (Approval of Minutes)





**MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
November 23, 2020**

have those contracted out. We also have our music in the cul-de-sac and DJs we bring in for various programming. That line item is for \$285,000.00, it is actually a decrease from last year but it is still a large number that I wanted to make you aware of. The next one would be the Building Repair and Maintenance which is 5361. We have increased that line item by almost \$80,000.00. Some of our park buildings need to have new down spouts, gutters and roofs repaired for the restrooms. We need a new roll up door out at Civic Park. That door has been vandalized numerous times. It's time to get that taken a look at. The Livingston House has path there that has lights on it that do not work and we need to have the electric looked at repaired. That's the Parks and Recreation Department budget.

**Mayor Begeny**

We made our assumptions for pretty much everything especially with Parks and Rec and when it comes to entertainment in hopes of a Covid free summer time. That's our goal. Just throwing that out there for you. Fingers crossed.

**Director Bauman**

The other budget that I oversee is for the Senior Center, which is 343. The Senior Center budget is down about \$27,000.00 from 2020. Its pretty bare bones. We have done a lot of maintenance there over the last few years, this year we feel pretty confident there shouldn't be any major projects that come up. That's why you have seen the decrease in the Senior Center budget. My last budget that I oversee is 344. That is our community events budget. That is where you will see the Tomato Festival, 4th of July activities at Civic Park, Farmers Market, Blue and Brews Festival. Different things that we are wanting to have. Spooky pooch parade. The Christmas parade, tree lighting. When you look at that one you're going to see increases in just about every line item. We decided since we are putting Jennifer in charge of overseeing all of these projects, we have got to get her some training so she can meet with others from various communities, get some ideas and networking. She is going to be a lot more professional training and an increase in association dues, so there will be an increase in that line item. Those will all fall out of our 5300 account in services. We want to make sure we are putting the best foot forward and giving her all of the tools that we can to provide these successful events. The 5339 which is miscellaneous services. That is where you will see the contracts for entertainers, the musicians, various permits that need to be purchased, rental equipment, portable restrooms, inflatable and the entertainment for the Tomato Festival on the production side.

Minutes Acceptance: Minutes of Nov 23, 2020 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
November 23, 2020**

**Councilmember Salvati**

That was both exciting and very depressing, we had none of that this year, except the Farmer's Market, which was great.

**Councilmember Strickland**

Is it possible to have reporting on the different CIP funds, is that something that we can get?

**Auditor Cicak**

Certainly. The CIP fund is near and dear to the Mayors heart and mine. We have met on it many times already and I'm sure the Mayor will be able to email it you.

**Mayor Begeny**

It is one of those funds where you can see the most immediate bang for the buck when it comes to the street program for next year as part of it. We will get that out to you as soon as we can.

**Chief Baker**

A couple highlights, as you know 87% of our budget is dedicated toward personnel. We do have a couple increases that we are requesting. The first is in supplies, where we are asking for an increase of around \$32,000.00 for gasoline. Tracking to 2020 budget, we are on pace to meet the budget in 2020. We were lucky because of Covid we were doing less patrol and personnel so I see a need for increase in that line item. We took away from other line items and that will keep us under the 2020 budget. In services in 5300 you will see a significant increase in prisoner care. That will be the cause for increases. WE have to pay when we take people to the Franklin County Jail and we have to pay them a fee to lodge people. We were budgeted \$140,000.00 in 2019 and lowered that in 2020 to \$72,000.00, we are going to meet that in 2020. We can thank Covid for that, we had less cost associated with prisoner care. Also involved in prisoner care is we are responsible for prisoner medical cost, once they come into our custody. That is a very hard item to predict, we don't know the injuries we are going to responsible for. These can injuries they already had prior to being in our custody. A lot of times we are very fortunate here my administrative assistant Cheryl Kristy always negotiates those bills as they come in. She has literally taking bills in the tens of thousands of dollars and got them reduced significantly. They is a very difficult area that we have to try and predict what our cost are going to be. We

Minutes Acceptance: Minutes of Nov 23, 2020 6:30 PM (Approval of Minutes)

# Reynoldsburg

OHIO • 1839

## MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL November 23, 2020

did that this year with an increase to be safe. So we don't have a short fall in that area this year. We do have capital improvements that we are requesting. Two years ago when I started here, the previous Mayor gave a directive to Chief Plesich to do a vehicle replacement plan. We did put that together. Last year due to budget constraints, vehicles were cut other than one vehicle. We are asking for 4 police cruisers and a prisoner transport van. That is consistent with the advice of our City Mechanic. Our City Mechanic recommends that we start looking at rotating vehicles out after they reach \$100,000.00. A lot of the warranties of the vehicle expire at that time and there could be significant cost to the City with replacing those items. Replacing those vehicles on a schedule also allows us to predict the budget from year to year. Prior to my arrival two years ago, I know there was significant expenditure in vehicles because they were not replacing vehicles according to a schedule prior to Chief Plesich. The vehicle replacement plan also assist us in replacing the equipment in the vehicle. There is a ton of equipment that is associated with cruisers. Typically to equip a cruiser, it's around \$22,000.00 after about 5 or 6 years that equipment a lot of times is no longer functional and needs to be replaced again. The time of the rotation of the vehicle replacement plans with the time the equipment needs replaced. We don't want a new vehicle with old equipment. It's throwing money away at that point. Today we are going to ask for significant capital improvement expenditure for vehicles, which is 4 cruisers and a transport van. Our current transport van is 13 years old and 100,000 miles, we also have 6 other cruisers that have over 100,000 miles. We do plan to work with the Service Department. I talked with Bill Dorman, he is need of a couple vehicles for code enforcement. Our vehicles are not sufficient for patrol but he would be able to use a couple of our older vehicles for code enforcement. We could get a little a bit more use out of these retired vehicles and ship them to the Service Department for their use. We did that when I was in New Albany, it's a very successful program. That's what we are willing to do with Director Dorman.

### **Councilmember Salvati**

Did you say you did put together replacement program for this last year?

### **Chief Baker**

I did for 2020. None of them were replaced. We did add a K 9 vehicle. We had to shift that 2021.

### **Councilmember Salvati**

Minutes Acceptance: Minutes of Nov 23, 2020 6:30 PM (Approval of Minutes)



**MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
November 23, 2020**

Do we have like a 5 year plan?

**Chief Baker**

Yes, my plan projects out 6 years. We would like to get 6 years out of a cruiser and if we can do that we can be consistent with replacing 3 or 4 a year. That allows us to know what budget cost are going to be each year. We don't want to get into a situation like they were two years ago and I think you can probably remember prior to your time on council. I can count the cars here they bought in the year and half. Looks like 14 cruisers. That's a significant cost to the City. That's hard to have a consistent budget. When you're not planning on vehicle replacements.

**Councilmember Salvati**

Yea I remember that. That was right after Issue 11. I think this plan is better.

**Chief Baker**

I agree, it's the old saying, you pay now or you pay later. Really if you're paying later, you're going to paying more with the equipment cycle of these cruisers that need to be cycled out a lot of times sooner than 5 or 6 years.

**Councilmember Strickland**

Chief you mentioned about starting up this other program and giving the old vehicles to the Service Director area. Would there be any alterations that may need to occur that will cost also if we decided to go that route.

**Chief Baker**

The cost would be minimal.

**Director Dorman**

As the Chief mentioned it's a good program that we have done in the past. We know that the vehicles obviously are not sufficient for Police use given that they running 24/7. But for Code Enforcement they are ideal. We would strip the stuff out of the cruiser and sell that on an auction site called GovDeals. Other smaller agencies buy that equipment and then get the vehicles repainted. It's considerably cheaper than buying a new vehicle. The one thing that Mayor and I did mention, moving forward would be buying an EV vehicle. That would be a great use and have chargers in the City. Chief and I talked about this and I think it's a great use and works out really

Minutes Acceptance: Minutes of Nov 23, 2020 6:30 PM (Approval of Minutes)

# Reynoldsburg

OHIO • 1839

## MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL November 23, 2020

well for us. We are basically being cognitive of the tax payer dollars and reusing it and getting every little bit out of it that we can.

### **Mayor Begeny**

While I was on the school board in Reynoldsburg there were a number of occasions where school buses had to get certified by a mechanic and we were a week or two away from school starting. The maintenance prevented them from that happening and for financial reasons; they were not being replaced on a schedule. The schedule is needed, pay now or pay later, that type of thing. 3 or 4 this year and 3 or 4 from here on out as opposed to buying 8 to 12 at any one given time significantly reduces the flexibility of anything else. We are looking at a number of options. I would like to find a Tesla version of a squad car but I have not seen that yet. We are looking at a couple different options. This is not the final budget. The auditor's office, directors and Chief will be meeting tomorrow to talk about some other things well and balance out what we are talking about here. The potential revenue for next year and again and how Covid is effecting things and how it may be later. But I'm confident with some of the processes we have in place this year, basically anything that is going to come before Council is signed off on by the Attorney, the Auditor and I before it ever gets to you as far as expenditure, it helps control those cost. Just because it's in the budget doesn't necessarily mean we need to spend it. We are going to do very similar things like what we have done this year and as a great team effort we were able to control cost significantly. If you have questions you are more than welcome to contact myself and the directors and before too long we will give you an updated version by the first meeting in December.

Councilmember Salvati makes a motion to move the ordinance to Council for first read. Second by Councilmember Bryant. Motion carries.

### **Consent Agenda for First Reading**

AN ORDINANCE TO APPROPRIATE FUNDS FOR CONTINGENCY WORK PERTAINING TO THE CONSTRUCTION SERVICES RELATING TO THE EAST MAIN STREET AND KROGER TRAFFIC LIGHT PROJECT --- Strickland. Public Service and Transportation Committee.

Minutes Acceptance: Minutes of Nov 23, 2020 6:30 PM (Approval of Minutes)

# Reynoldsburg

OHIO • 1839

## MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL November 23, 2020

|                |                            |                                |
|----------------|----------------------------|--------------------------------|
| <b>RESULT:</b> | <b>REFERRED TO COUNCIL</b> | <b>Next: 12/7/2020 6:30 PM</b> |
|----------------|----------------------------|--------------------------------|

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH EMH&T FOR THE 2021 WATER MAIN REPLACEMENT PROJECT AND APPROPRIATING FUNDS --- Strickland. Public Service and Transportation Committee.

|                |                            |                                |
|----------------|----------------------------|--------------------------------|
| <b>RESULT:</b> | <b>REFERRED TO COUNCIL</b> | <b>Next: 12/7/2020 6:30 PM</b> |
|----------------|----------------------------|--------------------------------|

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH EMH&T FOR THE 2021 SEWER MAIN RELINING AND MANHOLE REHABILITATION PROJECT, AND APPROPRIATING FUNDS --- Strickland. Public Service and Transportation Committee.

|                |                            |                                |
|----------------|----------------------------|--------------------------------|
| <b>RESULT:</b> | <b>REFERRED TO COUNCIL</b> | <b>Next: 12/7/2020 6:30 PM</b> |
|----------------|----------------------------|--------------------------------|

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE KIRCH GROUP TECHNOLOGIES, LLC. FOR INFORMATION TECHNOLOGY SERVICES FOR THE PERIOD OF JANUARY 1, 2021 THROUGH DECEMBER 31, 2021, WAIVE COMPETITIVE BIDDING, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

|                |                            |                                |
|----------------|----------------------------|--------------------------------|
| <b>RESULT:</b> | <b>REFERRED TO COUNCIL</b> | <b>Next: 12/7/2020 6:30 PM</b> |
|----------------|----------------------------|--------------------------------|

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, 2021 THROUGH DECEMBER 31, 2021, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

|                |                            |                                |
|----------------|----------------------------|--------------------------------|
| <b>RESULT:</b> | <b>REFERRED TO COUNCIL</b> | <b>Next: 12/7/2020 6:30 PM</b> |
|----------------|----------------------------|--------------------------------|

AN ORDINANCE TO TRANSFER FUNDS AMONG VARIOUS GENERAL FUND ACCOUNTS FOR THE YEAR END CLEAN-UP, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

Minutes Acceptance: Minutes of Nov 23, 2020 6:30 PM (Approval of Minutes)

# Reynoldsburg

OHIO • 1839

## MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL November 23, 2020

**RESULT: REFERRED TO COUNCIL**

**Next: 12/7/2020 6:30 PM**

AN ORDINANCE TO MAKE APPROPRIATIONS FOR EXPENSES AND OTHER EXPENDITURES OF THE CITY OF REYNOLDSBURG, STATE OF OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2021 --- Salvati. Finance and Administration Committee.

**RESULT: REFERRED TO COUNCIL**

**Next: 12/7/2020 6:30 PM**

### Consent Agenda for Second Reading

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE STATE OF OHIO FOR ADMINISTRATION/INSPECTION/TESTING SERVICES FOR BRIDGES OWNED BY THE CITY OF REYNOLDSBURG, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

**RESULT: REFERRED TO COUNCIL**

**Next: 12/7/2020 6:30 PM**

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 --- Strickland. Public Service and Transportation Committee.

**RESULT: REFERRED TO COUNCIL**

**Next: 12/7/2020 6:30 PM**

AN ORDINANCE TO AMEND CHAPTER 160 EMPLOYEE COMPENSATION, SECTION 160.01 DEFINITIONS, SECTION 160.02 AUTHORIZED POSITIONS, PERSONNEL, CLASSIFICATIONS AND PAY GRADES, SECTION 160.03 SALARY SCHEDULE, SECTION 160.04 OTHER COMPENSATION, SECTION 160.05 OVERTIME ELIGIBILITY, AND SECTION 160.08 ADMINISTRATION OF PAY PLAN OF THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO --- Salvati. Finance and Administration Committee.

Minutes Acceptance: Minutes of Nov 23, 2020 6:30 PM (Approval of Minutes)

# Reynoldsburg

OHIO • 1839

## MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL November 23, 2020

**RESULT: REFERRED TO COUNCIL**

**Next: 12/7/2020 6:30 PM**

AN ORDINANCE TO AMEND THE PERSONNEL PROCEDURE MANUAL REGARDING POLICE COMMAND STAFF PROMOTIONS, MILITARY SERVICE, HOURS OF WORK, AND OVERTIME --- Salvati. Finance and Administration Committee.

**RESULT: REFERRED TO COUNCIL**

**Next: 12/7/2020 6:30 PM**

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH DONALD J. SCHONHARDT & ASSOCIATES, INC. FOR MANAGEMENT CONSULTING SERVICES AND WAIVE COMPETITIVE BIDDING --- Salvati. Finance and Administration Committee.

**RESULT: REFERRED TO COUNCIL**

**Next: 12/7/2020 6:30 PM**

### Legislation for Second Reading

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 --- Strickland. Public Service and Transportation Committee.

### Councilmember Pyakurel

I understand the explanation given. I have had a couple of emails and phone calls about increasing the rate. Here is one email:

I understand a water rate increase is to be voted on by City Council in early December. Having lived in Reynoldsburg for almost 30 years, I understand how Reynoldsburg gets its water and when Columbus raises rates, we likewise are hit with increases.

I ask that you carefully weigh whether 10% over a three year period is the right amount. Personally, I believe the proposed rate increase is too high. I recommend starting with a lower rate increase of 1.5-2%.

Minutes Acceptance: Minutes of Nov 23, 2020 6:30 PM (Approval of Minutes)





**MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
November 23, 2020**

I want people to understand. Director Dorman what do we do with the increased amount. Why we need to have the money increased and what it will do for the infrastructure in the future. Can you explain that?

**Director Dorman**

The one thing I want to clarify, the increase on the Reynoldsburg side is only 1%. The 2% on the water and 3% on the sewer is coming from the City of Columbus. That is their right to do that and have done that for ever. They are the ones treating the water and have invested the money in treatment plants. They are the ones who have all the people down there doing testing on a daily basis and they are also the ones that operate the sewage treatment plants and once again through the same process. The cost are hundreds of millions of dollars tied up in those to keep them running. Just like your home you have to budget to put a new roof on every once in a while as well. Same with the treatment plant. Sometimes you have to increase to improve the capacity, update equipment as well. They have pass along these fees to every community every year. Any consumer using their water gets this increase. The City of Reynoldsburg because we are a master meter community, adds the one percent because we are responsible for maintaining the water lines in our City. If you journey around Columbus you may see a water line that is leaking for days, sometimes weeks in the winter and have a big ice sheet. The problem is Columbus has hundreds of miles to maintain but limited staff. The City of Reynoldsburg, when we get a call for a water line break, our guys are out there typically in less than an hour repairing the line and don't leave until its done. The good thing about that is we know everyone is going to have adequate water and pressure when we leave there. In the City of Columbus it's not always like that. When you have a leak you will see a decrease in your water pressure, rust in the line, cause issues. That's the benefit of being a mast meter community. Also, the fact that we have been costumer service on our end. We are able to address questions about trash, water, sewer, and stormwater, all at City Hall where people can come and make a payment. If we were not a master meter, you would have to go all the way to Columbus to make the payment. Or call Columbus to have all those questions addressed. Again, the rate increase is only a 1% on our side and a very minimal increase when comes to what it costs to maintain a fire hydrant, water line or tower. All those costs are tens of millions of dollars of water infrastructure in the City. That is designed so we are being fiscally responsible so we can plan for the future and also improve our water lines moving forward if we want to have development come in and be able to accommodate that. That's really all there is to it. We are being very sensitive. A 1% increase is the lowest we have ever had. My other concern in talking with staff too, if we don't have small increase. What are we setting ourselves up for in a few years? We

Minutes Acceptance: Minutes of Nov 23, 2020 6:30 PM (Approval of Minutes)

# Reynoldsburg

OHIO • 1839

## MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL November 23, 2020

say we aren't going to have an increase this year or next year well maybe that means in 2023 we are going to have a 4% increase and if Columbus increases theirs 5%, then it's a 9% increase. Exponentially, it can be catastrophic at times, it just depends and deferring thing can sometimes cause lot more money in the long run. We are trying to avoid that and we are understanding this is a time for people and we are always willing to work with people. Typically, that is not the case, shut offs are very low and good right now.

### **Auditor Cicak**

I think you should take a look at the proforma report for the water and sewer funds Columbus is proposing. I don't know if it will be adequate. We have already heard the health insurance is going up almost 2% and 160 changes are going up about 2%. If you look at our fund balances for these enterprise funds, they are self-sustaining, they have to pay the bills to Columbus and make the payroll. They have to be adequate. There is not enough funding to meet one whole year. Other communities have it funded out 2 and 3 years. It could be artificially low at 1% and if you really want to dive into it, get the proforma report from the water superintendent and take a look at it. Sit down with the finance manager and myself and we will go over it with the water supervisor.

### **Director Dorman**

Thank you, what I did bring up to the Councilmember was a watered down version of that proforma and showing them the rates over the years and one thing that is important to remember is that this is an enterprise account and we cannot move money out of the water fund to pay for police vehicles or overtime, we cannot move it to pay for Parks and Rec activities. It's only for water use. Same with sewer funds. It's locked for personnel for that department or infrastructure related to that department. It cannot be moved around. Other Cities who have not planned, they have had to go back to Council and asked for money to be moved to the general fund to supplement those losses. Once again, I think we could get by with one year with this 1%. Once again we would have re-evaluate but I think that's because we have had some off years of high increases and some years of low. The goal is to a 5 year projection where we can do a little bit more responsible with the tax payer dollars and understanding where this account is and where it needs to be. Not just this year but next year.

### **Councilmember Salvati**

First of all I hate paying my water bill, I certainly don't want any increase. About 5 or 6 years ago when I first started really attending Council meetings and these increases would come through, I would get quite frustrated. For the very reason we are doing right

# Reynoldsburg

OHIO • 1839

## MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL November 23, 2020

now, in those times it was not explained at all as to why these increases were needed, especially the two and three and four percent above what Columbus was asking. It was very hard to get that information from anyone, especially as an audience member, since I didn't have the ability to ask nor did they need to answer me. I guess what I'm trying to say, I find these increases frustrating, my bill goes up but over the last two or three years that we have done this, I feel like an explanation has been given both from the Auditor of funds and the Service Director. Hasn't made me less frustrated but explained to me in a great amount of detail why they are needed and do the adult thing and accept them. I wanted to say thank you for the explanations and the offering of the fund balances and helping us understand it. All this money paid on the water bill goes strictly for water and paying water employees and sewer improvements, water breaks and what not. I am just frustrated as anybody about these but I appreciate the level of explanation I have been given the last two years.

**RESULT: REFERRED TO COUNCIL**

**Next: 12/7/2020 6:30 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 --- Strickland. Public Service and Transportation Committee.

### **Councilmember Cotner**

Every year we have seen the proforma and fund balances and I think that will help up see where we are. I appreciate Auditor Cicak sharing that we may be under funded in those balances and we have to be very aware of that. We have to be sensitive to all the different parts and giving us the proforma and knowing where about we are will help everyone in this next meeting.

### **President Jenkins**

Yes, we will make sure we get that information to everyone.

**RESULT: REFERRED TO COUNCIL**

**Next: 12/7/2020 6:30 PM**

Minutes Acceptance: Minutes of Nov 23, 2020 6:30 PM (Approval of Minutes)

# Reynoldsburg

OHIO • 1839

## MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL November 23, 2020

### Consent Agenda for Third Reading

|                  |                                                                   |
|------------------|-------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                        |
| <b>MOVER:</b>    | Stacie Baker, At-Large Councilmember                              |
| <b>SECONDER:</b> | Bhuwan Pyakurel, Councilman                                       |
| <b>AYES:</b>     | Cotner, Baker, Bryant, Strickland, Salvati, Pyakurel, Lawson-Rowe |

#### 90-2020

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MEDIA PROMOTION ENTERPRISES (MPE) FOR THE 2021 TOMATO FESTIVAL --- Baker. Development, Parks and Recreation Committee.

#### 93-2020

AN ORDINANCE CREATING THE WAGGONER ROAD TAX INCREMENT FINANCING INCENTIVE DISTRICTS; DECLARING IMPROVEMENTS TO THE PARCELS WITHIN EACH INCENTIVE DISTRICT TO BE A PUBLIC PURPOSE AND EXEMPT FROM REAL PROPERTY TAXATION; REQUIRING THE OWNERS OF THOSE PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES; ESTABLISHING A MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF THOSE SERVICE PAYMENTS; AND SPECIFYING THE PUBLIC INFRASTRUCTURE IMPROVEMENTS THAT BENEFIT OR SERVE PARCELS IN THE INCENTIVE DISTRICT --- Baker. Development, Parks and Recreation Committee.

### Other Council Matters

#### Councilmember Pyakurel

I want recognize and thank our own community member Charlie Meyer. Last Friday, Saturday and Sunday, YMCA Youth in Government program. Both of my kids were a part of it. There were 75 middle school children participating. They had several bills come through the house and passed by senate. The kids really enjoyed it and I want to thank Charlie for the Youth in Government event. A number of students from Baldwin Road Junior High participated in Reynoldsburg but there were a total of 75 all throughout Ohio. Thank you Charlie, I think this a great program for students to participate in, in the future.

Minutes Acceptance: Minutes of Nov 23, 2020 6:30 PM (Approval of Minutes)

# Reynoldsburg

OHIO • 1839

## MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL November 23, 2020

### Councilmember Bryant

I would like to make a request of the Mayor, asking for a pardon on behalf of the Reynoldsburg Turkey, AKA Terry Turk AKA Tommy Tomatoes. What say you Mayor?

### Mayor Begeny

I say this would be an excellent opportunity to exercise that power. I don't think City Attorney Shook will have any objections.

### Attorney Shook

I think it's a bit presumptuous considering I don't know this turkey, but whatever objection I would have had I will withdraw.

### Councilmember Baker

I would like to keep with tradition and thank all of those helping us as a community with the pandemic, there is light at the end of the tunnel. Military, retail, logistics, police officers, medics and especially the nurses. They have gone above and beyond the call and deserve all the appreciation.

### Upcoming Meetings

December 3, 2020 Planning Commission  
December 7, 2020 Council (Added Date)  
December 14, 2020 Council  
December 17, 2020 BZBA  
December 28, 2020 Council (CANCELLED)

### Adjournment

*Leanora Jenkins*

Leanora Jenkins, President of Council

*Mollie Prasher*

Mollie Prasher, Clerk of Council

Minutes Acceptance: Minutes of Nov 23, 2020 6:30 PM (Approval of Minutes)

**City Auditor's Office****Stephen Cicak****7232 E. Main Street****Reynoldsburg OHIO 43068****614/322-6858 Phone****ORDINANCE REQUEST**


---

**DATE:** December 7, 2020

**TO:** Finance and Administration Committee

**RE:** Emergency/Suspension: Emergency Reason For Emergency:  
 Financial needs of the City government  
 This legislation is to fund the Healthcare Saving Accounts for employees for 2020.

|              |                           |
|--------------|---------------------------|
| SINGLE       | FAMILY                    |
| 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 |

---

Approval:

|                         |                          |                            |
|-------------------------|--------------------------|----------------------------|
| Completed<br>Joe Begeny | Completed<br>Chris Shook | Completed<br>Stephen Cicak |
|-------------------------|--------------------------|----------------------------|

Emergency/Suspension: Emergency

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

**AN ORDINANCE AUTHORIZING THE CITY AUDITOR TO FUND THE HEALTH SAVINGS ACCOUNTS FOR 2021, AND DECLARING AN EMERGENCY**

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

Section 1: That the City Auditor is at this moment authorized and directed to fund the Health Savings Accounts that have been established by Chapter 160 Employee Compensation, for City Employees and Elected Officials, in the following amounts for 2021:

## **City Auditor's Office**

**Stephen Cicak**

**7232 E. Main Street**

**Reynoldsburg OHIO 43068**

**614/322-6858 Phone**

|             | 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, 2021, as per Labor Contracts and PPM; wherefore upon adoption by the Council, this Ordinance shall be in effect on January 1, 2021 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 7, 2020

**TO:** Finance and Administration Committee

**RE:** Contract for City Cyber Insurance for 2021

---

Approval:

|                         |                          |                            |
|-------------------------|--------------------------|----------------------------|
| Completed<br>Joe Begeny | Completed<br>Chris Shook | Completed<br>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 cyber coverage insurance for a year period beginning January 1, 2021 and ending December 31, 2021 with Willis Tower Watson Midwest, Inc. in the amount of \$15,822 and declaring an emergency.**

Explanation of legislation and need to have cyber coverage in effect on January 1, 2021.

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR CITY CYBER INSURANCE FOR 2021, 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 cyber insurance coverage for a one year period beginning January 1, 2021 and ending December 31, 2021 with Willis of Ohio, Inc. and its related companies in the amount \$15,822.



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

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, 2020; wherefore upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.



## Thank you for your interest in AIG's cyber solutions.

Your policy will be eligible\* for complimentary loss prevention services – valued at up to \$25,000 – to help you proactively reduce your company's cyber risk.

Services include:

- One-on-one review of your cyber risk maturity report ([see a sample report](#)) that shows your threat profile control effectiveness, and peer benchmarking \*\*
- Managed employee eLearning and unlimited phishing simulations
- Infrastructure vulnerability scanning of up to 250 IP addresses, plus a follow up scan
- 24/7 Cyber Claims Hotline for suspected or actual breaches
- Incident response, PR and legal consulting

See the full list of complimentary services at [www.aig.com/CyberRiskConsulting](http://www.aig.com/CyberRiskConsulting).

Once you become a policyholder, email us at [CyberRiskConsulting@aig.com](mailto:CyberRiskConsulting@aig.com) to set up your orientation discussion.

We look forward to helping you better understand and reduce your company's cyber risk.

### Did you know 95% of cyber incidents are caused by human error?

Phishing simulations help reduce  
AIG clients' susceptibility by over

**92%**

Domain protection and IP blocking stop

**6.5 million**

threats monthly for AIG clients

\* AIG insureds who purchase CyberEdge and spend more than \$5,000 in premium qualify for complimentary services.

\*\* Upon submission and underwriting of AIG's Cyber Insurance Application (2018 version or newer)

AIG may modify (by adding, removing or replacing a tool or service) or discontinue the Services at any time. AIG may partner with third party vendors to provide any or all Services. In some instances, AIG may have a referral fee structure in place, or an ownership interest, with certain third party vendors. AIG is the marketing name for the worldwide property-casualty, life and retirement, and general insurance operations of American International Group, Inc. For additional information, please visit our website at [www.aig.com](http://www.aig.com).

**Risk Specialists Companies Insurance Agency, Inc.**  
**d/b/a RSCIA in NH, UT & VT**  
 1650 Market Street  
 Suite 3700  
 Philadelphia, PA 19103  
 (215) 255-6000



November 11, 2020

LINDSAY COMBS  
 WILLIS TOWERS WATSON MIDWEST, INC  
 775 YARD STREET SUITE 200  
 COLUMBUS, OH 43212

**Insured:** REYNOLDSBURG, CITY OF  
 7232 E MAIN ST  
 REYNOLDSBURG, OHIO 43068-2080

**Insurance Carrier:** NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.  
 175 WATER STREET, NEW YORK, NY, 10038-4969

**Policy:** SPECIALTY RISK PROTECTOR  
 TAB #: 1670605, SUBMISSION #: 121740208  
 REPLACEMENT OF POLICY #: 3-982-11-11  
 POLICY PERIOD: FROM 01/01/2021 TO 01/01/2022

Dear LINDSAY:

As per your request for a SPECIALTY RISK PROTECTOR indication, and based upon the information submitted, we are pleased to indicate the following subject to receipt, review and acceptance of the following information:

1. Completed, signed and dated AIG Cyber application [PRIOR TO BINDING]

|                    |             |
|--------------------|-------------|
| Limit of Liability | \$2,000,000 |
| Total Premium      | \$15,822    |
| Commission         | 20.00 %     |

| Media Content Insurance (MC) |                 |
|------------------------------|-----------------|
| Sublimit of Liability        | \$2,000,000     |
| Retention                    | \$25,000        |
| Continuity Date              | 01/01/2018      |
| Retroactive Date             | Full Prior Acts |

| CyberEdge® Security and Privacy Liability |             |
|-------------------------------------------|-------------|
| Sublimit of Liability                     | \$2,000,000 |
| Regulatory Action Sublimit of Liability   | \$2,000,000 |

Attachment: Cyber policy (Cyber Coverage with Willis Tower Watson)

|                  |                 |
|------------------|-----------------|
| Retention        | \$25,000        |
| Continuity Date  | 01/01/2018      |
| Retroactive Date | Full Prior Acts |

| <b>CyberEdge® Network Interruption Insurance</b> |                |
|--------------------------------------------------|----------------|
| Sublimit of Liability                            | \$2,000,000    |
| Waiting Hours Period                             | 10 Hours       |
| Retention                                        | \$25,000       |
| Continuity Date                                  | Not Applicable |
| Retroactive Date                                 | Not Applicable |

| <b>CyberEdge® Event Management Insurance</b> |                |
|----------------------------------------------|----------------|
| Sublimit of Liability                        | \$2,000,000    |
| Retention                                    | \$25,000       |
| Continuity Date                              | Not Applicable |
| Retroactive Date                             | Not Applicable |

| <b>CyberEdge® Cyber Extortion Insurance</b> |                |
|---------------------------------------------|----------------|
| Sublimit of Liability                       | \$2,000,000    |
| Retention                                   | \$25,000       |
| Continuity Date                             | Not Applicable |
| Retroactive Date                            | Not Applicable |

SPECIALTY RISK PROTECTOR 101013 (12/13) will provide the basic contract. If you have not been previously provided with a copy of this policy form, a specimen is enclosed or will be provided at your request. Please read it carefully.

The following will be added to the basic policy:

| # | Form # | Ed Dt | Title                                                  |
|---|--------|-------|--------------------------------------------------------|
| 1 | 101013 | 12/13 | SRP GENERAL TERMS AND CONDITIONS (COUNTRYWIDE) (12/13) |
| 2 | 101024 | 12/13 | SECURITY AND PRIVACY COVERAGE SECTION (12/13)          |
| 3 | 101021 | 12/13 | NETWORK INTERRUPTION COVERAGE SECTION (12/13)          |
| 4 | 101019 | 12/13 | MEDIA CONTENT COVERAGE SECTION (CLAIMS MADE) (12/13)   |
| 5 | 101018 | 12/13 | EVENT MANAGEMENT COVERAGE SECTION (12/13)              |
| 6 | 101017 | 12/13 | CYBER EXTORTION COVERAGE SECTION (12/13)               |
| 7 |        |       | 2015 General LMG for Div 05                            |

Attachment: Cyber policy (Cyber Coverage with Willis Tower Watson)

The following endorsements will be added to the basic policy:

| #  | Form # | Ed Dt | Title                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|----|--------|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1  | 103713 | 01/10 | OHIO AMENDATORY ENDORSEMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 2  | 97531  | 03/17 | OHIO CANCELLATION/NONRENEWAL ENDORSEMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 3  | 115809 | 11/13 | ONLINE DIGITAL MEDIA CONTENT ENDORSEMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 4  | 125593 | 03/17 | CYBEREDGE LOSS PREVENTION SERVICES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 5  | 117945 | 06/14 | MISCELLANEOUS CYBER COVERAGE ENHANCEMENT ENDORSEMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 6  | 123651 | 03/17 | <p>FIRST RESPONSE COVERAGE ENDORSEMENT (CHOICE OF SCHEDULED ADVISORS NO RETENTION APPLICABLE)</p> <p>First Response Sublimit: \$250,000</p> <p>First Response Advisors (Legal)<br/> Mullen Coughlin<br/> Breach Hotline: 844.885.1574,<br/> breachhotline@mullen.law<br/> John Mullen: 610.608.8785,<br/> jmullen@mullen.law<br/> Jennifer Coughlin: 631.987.7488,<br/> jcoughlin@mullen.law</p> <p>Lewis Brisbois Bisgaard &amp; Smith LLP<br/> Breach Hotline: 844.312.3961,<br/> breachresponse@lewisbrisbois.com<br/> Sean Hoar: 971.712.2795; sean.hoar@lewisbrisbois.com</p> <p>First Response Advisors (IT)<br/> Ankura<br/> incident@ankura.com<br/> Darin Bielby: 215.832.4485<br/> dbielby@ankura.com<br/> OR<br/> BlueVoyant<br/> incident@bluevoyant.com<br/> Austin Berglas: 646.889.2597,<br/> austin.berglas@bluevoyant.com</p> <p>First Response Advisors (PR)<br/> Levick Communications<br/> crisisresponse@levick.com</p> |
| 7  | 123650 | 03/17 | PANEL COUNSEL ENDORSEMENT (FOR USE WITH FIRST RESPONSE COVERAGE ENDORSEMENT)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 8  | 115987 | 12/13 | <p>PCI-DSS ASSESSMENT COVERAGE ENDORSEMENT (SUBLIMIT)</p> <p>** \$2,000,000</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 9  | 117178 | 12/13 | <p>PERSONAL IDENTITY COVERAGE ENDORSEMENT (COVERAGE FOR DIRECTORS AND OFFICERS ONLY)</p> <p>** \$25,000</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 10 | 101641 | 12/13 | SUBSIDIARY THRESHOLD AMENDATORY ENDORSEMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

Attachment: Cyber policy (Cyber Coverage with Willis Tower Watson)

|    |        |       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|----|--------|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    |        |       | ** 15%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 11 | 115989 | 12/13 | SECURITY FAILURE DEFINITION AMENDATORY ENDORSEMENT (PHYSICAL THEFT OF HARDWARE)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 12 | 119679 | 09/15 | ECONOMIC SANCTIONS ENDORSEMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 13 | 136039 | 03/20 | <p>NETWORK INTERRUPTION CVG ENHANCE ENDT SYSTEM FAIL, OSP LIMITS, VOLUNTARY SHUTDOWN, PROOF OF LOSS RETENTION</p> <p>System Failure Sublimit: \$2,000,000<br/> IT Service Provider Security Failure Sublimit: \$2,000,000<br/> Non-IT Service Provider Security Failure Sublimit: \$2,000,000<br/> Other Provider Security Failure Sublimit: \$1,000,000<br/> IT Service Provider System Failure Sublimit: \$2,000,000<br/> Non-IT Service Provider System Failure Sublimit: \$2,000,000<br/> Other Provider System Failure Sublimit: \$1,000,000<br/> Proof of Loss Preparation Costs Sublimit: \$50,000<br/> Extended Period of Indemnity: 150<br/> Security Failure Waiting Hours Period: 10<br/> System Failure Waiting Hours Period: 12<br/> Proof of Loss Preparations Costs Retention: \$50,000</p> |
| 14 | 123622 | 03/17 | CYBER EXTORTION COVERAGE ENHANCEMENT ENDORSEMENT (THREAT CONSULTANT BITCOIN RANSOMWARE)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 15 | 123681 | 03/17 | AMENDED CYBERTERRORISM COVERAGE ENDORSEMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 16 | 118108 | 08/14 | DISPUTE RESOLUTION PROCESS PROVISION AMENDATORY ENDORSEMENT (60 DAY COOLING OFF)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 17 | 123724 | 03/17 | PCI COVERAGE AMENDATORY ENDORSEMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 18 | 123224 | 10/16 | LAW ENFORCEMENT COOPERATION ENDORSEMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 19 | 123226 | 10/16 | LOSS DEFINITION AMENDED ENDORSEMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 20 | 118107 | 08/14 | RETENTION AMENDATORY ENDORSEMENT (RECOGNIZE EROSION BY PREAPPROVED NON-SUIT DEFENSE COSTS)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 21 | 129044 | 05/18 | CONFIDENTIAL INFORMATION AND REGULATORY ACTION DEFINITIONS AMENDED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 22 | 126366 | 10/17 | PROPERTY DAMAGE AND SECURITY FAILURE DEFINITION AMENDED (BRICKING)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 23 | 123627 | 03/17 | PRIVACY EVENT AND SECURITY FAILURE DEFINITIONS AMENDED (THIRD PARTY DEVICES)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 24 | 125927 | 07/17 | COMPUTER SYSTEM DEFINITION AMENDATORY ENDORSEMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 25 | 133695 | 08/19 | <p>CYBER CRIME COVERAGE ENDORSEMENT</p> <p>** \$100,000 Sublimits<br/> ** \$25,000 Retentions<br/> Impersonation Fraud retro date - 01/01/2018<br/> Other retro dates - 01/01/2020</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 26 | 125872 | 07/17 | <p>REPUTATION BASED INCOME LOSS COVERAGE ENDORSEMENT</p> <p>** \$1,000,000<br/> ** 14 Days</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

Attachment: Cyber policy (Cyber Coverage with Willis Tower Watson)

|    |        |       |                                                                        |
|----|--------|-------|------------------------------------------------------------------------|
| 27 | 105163 | 12/13 | WRONGFUL COLLECTION COVERAGE ENDORSEMENT                               |
| 28 | 125595 | 03/17 | FEDERAL SHARE OF COMPENSATION UNDER TRIA AND CAP ON LOSSES ENDORSEMENT |
| 29 | 78859  | 10/01 | FORMS INDEX ENDORSEMENT                                                |

With respect to each Option above, the following will apply

Premium for Certified Acts of Terrorism Coverage under Terrorism Risk Insurance Act, as amended (TRIA): \$0 included in policy premium stated above. Any coverage provided for losses caused by an act of terrorism as defined by TRIA (TRIA Losses) may be partially reimbursed by the United States under a formula established by TRIA as follows: 80% of TRIA Losses in excess of the insurer deductible mandated by TRIA, the deductible to be based on a percentage of the insurer's direct earned premiums for the year preceding the act of terrorism.

The TRIA disclosure is attached hereto.

**IMPORTANT : READ CAREFULLY**

In order to complete the underwriting process, we require that you send us the additional information requested at the beginning of the letter. We are not required to bind coverage prior to our receipt, review and underwriting approval of the above information. However, if we do bind coverage prior to such approval, we will issue a CONDITIONAL BINDER that is conditioned upon receipt, review and written underwriting approval of the above information. Such temporary binding of coverage shall be void ab initio ("from the beginning") if such information is not received, reviewed and approved in writing by the Insurer. Payment of premium shall not operate to extend the binding period or nullify the automatic voiding as described above.

This indication is strictly conditioned upon no material change in the risk occurring between the date of this letter and the inception date of the proposed policy. In the event of such change in risk, the Insurer may in its sole discretion, whether or not this indication has been already accepted by the Insured, modify and/or withdraw this indication.

This indication will remain open until the earliest of the following dates: (1) 60days from the date of this letter; (2) the effective date of the indicated policy; or (3) the date of any withdrawal of this indication by the Insurer pursuant to any terms of this indication providing for such withdrawal.

Before this account can be bound, your broker's license number and expiration date for the state of Ohio will be required.

Thank you for the opportunity to provide an indication for this account. Policy highlights are attached for your review. Please note that this indication contains only a general description of coverages provided. For a detailed description of the terms of the policy, you must refer to the policy itself and any endorsements indicated. If you have any questions about this indication, please do not hesitate to call. We would also be pleased to meet with you and your client to answer any questions they may have.

Sincerely,



SHERI BROWN  
Underwriter  
Financial Lines  
913-495-3195

Attachment: Cyber policy (Cyber Coverage with Willis Tower Watson)



**POLICYHOLDER DISCLOSURE**  
**NOTICE OF TERRORISM INSURANCE COVERAGE**  
(RIGHT TO PURCHASE COVERAGE)

10.b.a

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as *defined in Section 102(1) of the Act*: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury-in consultation with the Secretary of Homeland Security, and the Attorney General of the United States-to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING JANUARY 1, 2018; 81% BEGINNING JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

**Acceptance or Rejection of Terrorism Insurance Coverage**

|  |                                                                                                                                                                                   |
|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | I hereby elect to purchase terrorism coverage for the prospective premium as set forth in the quote letter.                                                                       |
|  | I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism. |

\_\_\_\_\_  
Policyholder/Applicant's Signature

\_\_\_\_\_  
Policyholder/Applicant's Printed Name

\_\_\_\_\_  
Date

Insured Name: REYNOLDSBURG, CITY OF  
Policy Form: SPECIALTY RISK PROTECTOR  
Tab: 1670605, Submission: 121740208  
Policy Period of 12 Months

Attachment: Cyber policy (Cyber Coverage with Willis Tower Watson)

**ENDORSEMENT#**

This endorsement, effective  
policy number  
issued to

forms a part of

by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDATORY ENDORSEMENT****OHIO**

This endorsement modifies insurance provided under the following:

Specialty Risk Protector<sup>SM</sup>

The policy is amended as follows:

The definition of "**Loss**" in the **DEFINITIONS** Clause of the **CCP, Media Content, Publisher And Broadcaster, Security And Privacy** and **SPL Coverage Sections**, if purchased, is modified to the extent necessary to provide the following:

To the extent coverage is provided for punitive, exemplary and multiple damages, such coverage shall be limited to those instances where the laws of the State of Ohio do not govern the **Claim**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

---

AUTHORIZED REPRESENTATIVE

Attachment: Cyber policy (Cyber Coverage with Willis Tower Watson)

**ENDORSEMENT#**

This endorsement, effective at \_\_\_\_\_  
 Policy number \_\_\_\_\_  
 Issued to: \_\_\_\_\_

forms a part of \_\_\_\_\_

By: \_\_\_\_\_

Product Name: \_\_\_\_\_

**OHIO CANCELLATION/NONRENEWAL ENDORSEMENT**

Wherever used in this endorsement: 1) "we", "us", "our", and "Insurer" means the insurance company that issued this policy; and 2) "you", "your", or "Insured", means the Named Corporation, Named Organization, Named Entity, Named Sponsor, Named Insured, First Named Insured, Insured's Representative, Insured or equivalent term stated in Item 1 of the Declarations Page; and 3) "Other Insured(s)" means all other persons or entities afforded coverage under the policy.

In consideration of the premium charged, it is understood and agreed that the cancellation provision of the Policy is deleted in its entirety and replaced by the following:

**CANCELLATION**

This policy may be cancelled by the named Insured by surrender thereof to the Insurer or any of its authorized agents or by mailing to the Insurer written notice stating when thereafter the cancellation shall be effective.

For coverage that has been in effect for 90 days or less the policy may be cancelled by the Insurer by mailing or delivering to the named Insured written notice of cancellation at least:

- a) 10 days before the effective date of cancellation if the Insurer cancels for nonpayment of premium; or
- b) 30 days before the effective date of cancellation if the Insurer cancels for any other reason.

After coverage has been in effect for more than ninety (90) days or after the effective date of the renewal of the policy, a notice of cancellation shall not be issued by the Insurer unless it is based on at least one of the following reasons:

- a) Nonpayment of premium;
- b) Discovery of fraud or material misrepresentation in the procurement of the insurance;
- c) Discovery of willful or reckless acts or omissions on the part of the Named Insured or Other Insured(s) which increase any hazard insured against;
- d) The occurrence of a change in the individual risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed, except to the extent the insurer reasonably should have foreseen the change or contemplated the risk in writing the contract;

ENDORSEMENT#

(continued)

- e) Loss of or substantial decrease in applicable reinsurance (if the superintendent has determined that reasonable efforts have been made to prevent the loss of, or substantial decrease in, the applicable reinsurance, or to obtain replacement coverage);
- f) Failure of an Insured or Other Insured(s) to correct material violations of safety codes or to comply with reasonable written loss control recommendations; or
- g) A determination by the director of insurance that the continuation of the Policy would create a condition that would be hazardous to the Insured or Other Insured(s) or to the public.

The notice of cancellation will be in writing, be mailed to the Insured at the last known address, and contain all of the following:

- The policy number;
- The date of notice;
- The effective date of cancellation (Except for nonpayment of premium, the effective date of cancellation shall not be less than thirty (30) days from the date of mailing the notice. When cancellation is for nonpayment of premium, the effective date of cancellation shall be no less than ten (10) days from the date of mailing the notice); and
- An explanation of the reason for cancellation.

The notice of cancellation also shall be mailed to the Insured's agent.

In addition, the Policy is amended to include the following:

NONRENEWAL

The Insurer shall provide at least thirty (30) days written notice of its intention not to renew the policy at its expiration date. The notice will contain the date of notice, the policy number and will state the expiration date of the policy.

The notice of nonrenewal also shall be mailed to the Insured's agent.

NOTICE REQUIREMENTS FOR INCREASE IN PREMIUM

An insurer who intends to condition renewal upon a substantial increase in premium shall mail a notice of such intention to the agent of record and to the Insured at least thirty (30) days prior to the expiration date of the policy. If the notice is mailed less than thirty (30) days before the expiration date of the policy the Insured's coverage then in effect remains in effect until thirty (30) days after the date of mailing the notice.

OTHER DUTIES OF THE INSURER (APPLICABLE TO CLAIMS-MADE POLICIES ONLY)

The Insurer will provide the Insured the following information relating to this and any preceding claims-made Policy issued to the Insured by the Insurer during the previous three years:

1. A list or other record of each claim, not previously reported to any other insurer, of which the Insurer has been notified in accordance with the Policy terms and conditions. The Insurer will include the date and brief description of each claim if that information was in the notice the Insurer received.

ENDORSEMENT#

(continued)

2. A summary by policy year, of payments made and amounts reserved, stated separately, under any applicable General Aggregate Limit.

Amounts reserved are based on the Insurer's judgment. They are subject to change and should not be regarded as ultimate settlement values.

The Insured (or Other Insured(s)) must not disclose this information to any claimant or any claimant's representative without the Insurer's consent.

If the Insurer cancels or elects not to renew this Policy, the above information shall be provided no later than (30) thirty days before the date of policy termination. In other circumstances, the Insurer will provide this information only if the Insurer receives a written request from the Insured within (60) sixty days after the end of the policy period. In this case, the Insurer will provide this information within (45) forty-five days of receipt of the request.

The Insurer compiles claim information for its own business purposes and exercises reasonable care in doing so. In providing this information to the Insured, the Insurer makes no representations or warranties to the Insured, any Other Insureds, insurers, or others to whom this information is furnished by or on behalf of the Insured. Cancellation or non-renewal will be effective even if the Insurer inadvertently provides inaccurate information.

RETURN OF UNEARNED PREMIUM

If the total premium has been paid and the policy is cancelled by the Insured at any time during the policy period, the Insurer may retain the premium at customary short rates for the time the policy has been in force and return to the Insured ninety percent (90%) of the unearned portion of the premium calculated on a pro rata basis.

If the premium is paid in installments and the policy is cancelled by the Insured at any time during the policy period, the Insurer may collect premium at customary short rates for the time the policy has been in force, said rates to be computed on the full term of insurance mentioned in the policy as charged by the Insurer. Upon receipt of such short rates, the Insurer will return all installment notes then unpaid and return to the Insured any premium collected in excess of the short rates.

If this policy is cancelled by the Insurer at any time during the policy period, the Insurer may retain the pro rata portion of the premium hereon.

Payment or tender of any unearned premium by the Insurer shall not be a condition of cancellation, but such payment shall be made as soon as practicable.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

---

AUTHORIZED REPRESENTATIVE

Attachment: Cyber policy (Cyber Coverage with Willis Tower Watson)

**ENDORSEMENT#**

This endorsement, effective  
policy number  
issued to

forms a part of

by

**ONLINE DIGITAL MEDIA CONTENT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**Specialty Risk Protector®**  
**Media Content Coverage Section**

In consideration of the premium charged, it is hereby understood and agreed that the **Media Content Coverage Section** is amended as follows:

1. In Clause 2. **DEFINITIONS** of the Media Content Coverage Section, paragraph (f) "**Material**" is deleted in its entirety and replaced as follows:
  - (f) "**Material**" means media content in either digital or digitized form, including, without limitation, advertising and written, printed, video, electronic, digital or digitized content, of broadcasts or publications.
2. In Clause 2. **DEFINITIONS** of the Media Content Coverage Section, paragraph (k) "**Wrongful Act**" is deleted in its entirety and replaced as follows:
  - (k) "**Wrongful Act**" means any act, error, omission, negligent supervision of an employee, misstatement or misleading statement by an **Insured** solely in connection with (i) **Material** accessible on an Internet site owned or licensed by an **Insured**, or (ii) **Material** created by an **Insured** and accessible on any Internet site with an **Insured's** permission, that results solely in:
    - (1) infringement of copyright, title, slogan, trademark, trade name, trade dress, mark, service mark, service name, infringement of domain name, deep-linking or framing, including, without limitation, unfair competition in connection with such conduct;
    - (2) plagiarism, piracy or misappropriation or theft of ideas under implied contract or other misappropriation or theft of ideas or information; including, without limitation, unfair competition in connection with such conduct;
    - (3) invasion, infringement or interference with rights of privacy or publicity, false light, public disclosure of private facts, intrusion and commercial appropriation of name, persona or likeness; including, without limitation, emotional distress or mental anguish in connection with such conduct;
    - (4) defamation, libel, slander, product disparagement or trade libel or other tort related to disparagement or harm to character or reputation; including, without limitation, unfair competition, emotional distress or mental anguish in connection with such conduct;

Attachment: Cyber policy (Cyber Coverage with Willis Tower Watson)

**ENDORSEMENT#** (continued)

- (5) wrongful entry or eviction, trespass, eavesdropping or other invasion of the right to private occupancy, or false arrest, detention or imprisonment or malicious prosecution; including, without limitation, any emotional distress or mental anguish in connection with such conduct; or
- (6) negligent or intentional infliction of emotional distress, outrage or *prima facie* tort in connection with **Material**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Attachment: Cyber policy (Cyber Coverage with Willis Tower Watson)

---

AUTHORIZED REPRESENTATIVE

ENDORSEMENT#

This endorsement, effective at  
Policy number  
Issued to:

forms a part of

By:

Product Name:

**CYBEREDGE LOSS PREVENTION SERVICES ENDORSEMENT**

In consideration of your purchase of this policy, it is hereby understood and agreed that the **Named Entity** is eligible to enroll for **Loss Prevention Services**. It is solely at the discretion of the **Named Entity** to enroll in the **Loss Prevention Services**, and such enrollment shall have no impact on the premium charged under this **Policy**. The **Named Entity** can begin the enrollment process by visiting the following site: [www.aig.com/cyberriskconsulting](http://www.aig.com/cyberriskconsulting).

For purposes of this endorsement, "**Loss Prevention Services**" means cyber risk management tools and services made available to the **Named Entity** as further described at the link set forth above.

The **Insurer** may modify (by adding, removing or replacing a tool or service) or discontinue the **Loss Prevention Services** at any time. The **Insurer** may partner with third party vendors to provide any or all of the **Loss Prevention Services** to the **Named Entity**.

The **Named Entity** is only eligible for **Loss Prevention Services** during the **Policy Period**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

---

AUTHORIZED REPRESENTATIVE

Attachment: Cyber policy (Cyber Coverage with Willis Tower Watson)



ENDORSEMENT#

This endorsement, effective at \_\_\_\_\_  
 Policy number \_\_\_\_\_  
 Issued to: \_\_\_\_\_

forms a part of \_\_\_\_\_

By: \_\_\_\_\_

Product Name: \_\_\_\_\_

### MISCELLANEOUS CYBER COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### Specialty Risk Protector®

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. **RETENTION PROVISION AMENDED:** In Clause 5. **RETENTION** of the **General Terms and Conditions**, paragraphs (a), (b) and (c) are deleted in their entirety and replaced with the following:

If a **First Party Event** or a **Third Party Event** and any **Related Acts** trigger coverage under more than one **Coverage Section**, the highest applicable Retention amount shall apply to all **Loss** arising out of such **First Party Event** or **Third Party Event** and all **Related Acts**.

2. **NOTICE PROVISION AMENDED:** In Clause 6. **NOTICE** of the **General Terms and Conditions**, paragraph (a), the second paragraph is deleted in its entirety and replaced with the following:

Notwithstanding the foregoing and regardless of whether any personnel described in (1) above has become aware, in all events each **Claim** under a **Claims-Made and Reported Coverage Section** must be reported no later than either:

- (1) sixty (60) days after the end of the **Policy Period**; or
- (2) the end of any applicable **Discovery Period**.

3. **INSURED'S OBLIGATIONS PROVISION AMENDED:** In Clause 7. **INSURED'S OBLIGATIONS** of the **General Terms and Conditions**, subparagraph (c)(1) is deleted in its entirety and replaced with the following:

- (1) by not admitting liability, except as provided in paragraph 7(d) below;

4. **LOSS DEFINITION AMENDED:** In Clause 2. **DEFINITIONS** of the **Event Management Coverage Section** (if purchased), subparagraph (h)(2) of the definition of "**Loss**," is deleted in its entirety and replaced with the following:

- (2) for a public relations firm, crisis management firm or law firm agreed to by the **Insurer** to advise an **Insured** on minimizing harm to such **Insured**, including, without limitation, maintaining and restoring public confidence in such **Insured** and advising an **Insured** with respect to notification requirements;

Attachment: Cyber policy (Cyber Coverage with Willis Tower Watson)

**5. CHOICE OF PANEL COUNSEL:**

- a. With regard to any **Claim** for which an **Insured** seeks coverage, the initial choice of counsel ("**Chosen Counsel**") shall be made by such **Insured** from the **Insurer's** list of panel firms, which list is available upon request by an **Insured**, provided, however, that any and all **Defense Costs** of **Chosen Counsel** shall be paid and satisfied on an ongoing basis by the **Insureds** until all applicable Retention amounts have been satisfied.
- b. With regard to any **Claim** for which an **Insured** seeks coverage, such **Insured** agrees that as a condition precedent to coverage for **Defense Costs** incurred through **Chosen Counsel** in excess of the applicable Retention amount, such **Insured** and **Chosen Counsel** must comply with the **Insurer's** Litigation Management Guidelines (the "Guidelines"), which are available upon request by an **Insured**. The **Insureds** understands and agrees that the Guidelines contain reasonable and necessary reporting and billing procedures to be followed by **Chosen Counsel**, including, without limitation:
  1. development of a litigation plan and litigation budget;
  2. pre-approved rates for services;
  3. pre-approval by the **Insurer** before designated legal services are provided; and
  4. the required format for submitting **Defense Costs** to the **Insurer**.

The Guidelines also require that **Chosen Counsel** work closely and communicate regularly with the **Insurer's** assigned claims professional in coordinating defense efforts and that **Chosen Counsel** apprise the **Insurer** on a regular and timely basis as to significant case developments.

- c. In the event **Insured(s)** cannot select legal counsel from the list of **Chosen Counsel** due to: (1) no firm is available in the jurisdiction in which such **Claim** is brought; (2) an actual conflict of interest; or (3) other circumstances in which the use of unlisted counsel is both reasonable and necessary, the **Insurer** and the **Insured(s)** shall jointly agree upon counsel who will defend the **Insured(s)** in such matter. If the **Insurer** and the **Insured(s)** are unable to agree upon selection of defense counsel, the **Insurer** shall select defense counsel.
- d. Fees, costs, charges, billings and any other expense incurred through any law firm or other service provider, other than **Chosen Counsel** or a firm chosen pursuant to paragraph c. above, shall not be recoverable under this policy as **Defense Costs** or otherwise.

**6. E-DISCOVERY CONSULTANT COVERAGE EXTENSION****a. E-DISCOVERY CONSULTANT SERVICES COVERAGE**

The **Insurer** shall pay on a **Company's** behalf, the **E-Discovery Loss** of such **Company** arising from a **Suit** made against any **Insured** for a covered **Third Party Event**, for which **E-Discovery** is required or becomes necessary.

A **Company** may select a pre-approved **E-Consultant Firm** to perform **E-Discovery Consultant Services**, without further approval by the **Insurer**, at such time that it becomes necessary for such **Company** (or a natural person **Insured** employed by or affiliated with such **Company**) to respond to a discovery request.

Coverage for **E-Discovery Loss**, up to the **E-Discovery Sublimit of Liability**, shall not be subject to any Retention amount, provided that payment of any **E-Discovery Loss** pursuant to this endorsement shall not waive any rights of the **Insurer** under this policy or at law.

- b. Clause 4. **LIMIT OF LIABILITY** of the **General Terms and Conditions** is amended by adding the following paragraph to the end thereof:

The **Insurer's** maximum liability for all **E-Discovery Loss**, in the aggregate, arising from all **Suits** covered under this policy, shall be \$25,000 (the "**E-Discovery Sublimit of Liability**"). This **E-Discovery Sublimit of Liability** shall be part of and not in addition to the **Limit of Liability** and will in no way serve to increase the **Limit of Liability**.

E-Discovery Consultant Services shall conclude once such services are no longer required or necessary or when the E-Discovery Sublimit of Liability has been exhausted, whichever comes first.

It is further understood and agreed that the coverage provided under this endorsement shall not waive the Insurer's obligation to pay Defense Costs (inclusive but not limited to Defense Costs for E-Discovery Consultant Services) subject to all other terms, conditions and exclusions of this policy, including any purchased Coverage Sections.

- c. The following definitions shall apply to this **E-DISCOVERY CONSULTANT COVERAGE EXTENSION**:

- (i) "**E-Consultant Firm**" means any firm on the **Insurer's** list of approved firms. The list of approved **E-Consultant Firms** is accessible at <http://www.aig.com/us/panelcounseldirectory> by clicking on the link for "e-Consultant Panel Members."
- (ii) "**E-Discovery**" means the development, collection, storage, organization, cataloging, preservation and/or production of electronically stored information.
- (iii) "**E-Discovery Loss**" means the reasonable and necessary consulting fees for the **E-Discovery Consultant Services** provided solely to a **Company** by an **E-Consultant Firm**. Provided, however, **E-Discovery Loss** shall not include any costs of discovery other than **E-Discovery Loss**.
- (iv) "**E-Discovery Consultant Services**" means solely the following services performed by an **E-Consultant Firm**:
  1. assisting the **Insured** with managing and minimizing the internal and external costs associated with **E-Discovery**;
  2. assisting the **Insured** in developing an **E-Discovery** strategy which may include interviewing qualified and cost effective **E-Discovery** vendors; and
  3. serving as project manager, advisor and/or consultant to the **Insured**, defense counsel and the **Insurer** in executing and monitoring the **E-Discovery** strategy.

**E-Discovery Consultant Services** also includes any other services provided by the **E-Consultant Firm** that the **Insured, Insurer** and **E-Consultant Firm** agree are reasonable and necessary given the circumstances of a **Suit**.

- d. No Retention shall apply to **E-Discovery Loss** covered under this **E-DISCOVERY CONSULTANT COVERAGE EXTENSION**.

**7. CRIMINAL REWARD COVERAGE EXTENSION:**

- a. **CRIMINAL REWARD INSURING AGREEMENT:** The **Insurer** may pay on an **Insured's** behalf, at the **Insurer's** sole and absolute discretion, up to fifty thousand dollars (\$50,000), in the aggregate, as a **Criminal Reward Fund**. No Retention shall apply to this coverage.
- b. "**Criminal Reward Fund**" means any amount offered by the **Insurer** for information that leads to the arrest and conviction of any individual(s) committing or trying to commit any illegal act related to the coverage afforded by any **Coverage Section**.
- c. The **Insurer** shall not pay any **Criminal Reward Fund** for, and this policy shall not cover any amount based upon, any information provided by any **Insured**, an **Insured's** auditors, whether internal or external, any individual hired or retained to investigate the aforementioned illegal acts, or any other individuals with responsibilities for the supervision or management of the aforementioned individuals.
- d. All exclusions applicable to **Loss** under the **SPL Coverage Section, Security and Privacy Coverage Section, the Network Interruption Coverage Section, or the Event Management Coverage Section** (to the extent any such **Coverage Sections** are purchased) shall apply to the **Criminal Reward Fund** and the coverage afforded under this endorsement.
- e. Solely with respect to the coverage afforded under the **CRIMINAL REWARD INSURING AGREEMENT**, Clause 4. **LIMIT OF LIABILITY** of the **General Terms and Conditions** is amended to include the following paragraph at the end thereof:

The **Insurer's** maximum payment as a **Criminal Reward Fund** arising from any and all events occurring during the **Policy Period**, in the aggregate, regardless of the number of events, incidents or **Claims** or amount of **Loss** reported during the **Policy Period**, shall be \$50,000. The **Criminal Reward Fund** shall be in addition to, and is not part of, the **Limit of Liability**.

- f. No Retention shall apply to the **CRIMINAL REWARD INSURING AGREEMENT**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

---

AUTHORIZED REPRESENTATIVE

ENDORSEMENT#

This endorsement, effective at \_\_\_\_\_  
 Policy number \_\_\_\_\_  
 Issued to: \_\_\_\_\_

forms a part of \_\_\_\_\_

By: \_\_\_\_\_  
 Product Name: \_\_\_\_\_

**FIRST RESPONSE COVERAGE ENDORSEMENT  
 (CHOICE OF SCHEDULED ADVISORS - NO RETENTION APPLICABLE)**

This endorsement modifies insurance provided under the following:

**Specialty Risk Protector®  
 Event Management Coverage Section**

In consideration of the premium charged, it is hereby understood and agreed that the **Event Management Coverage Section** is amended to include the following:

**FIRST RESPONSE SCHEDULE**

First Response Sublimit **\$250,000**

First Response Advisors (Legal)

- *Mullen Coughlin*  
*Breach Hotline 844.885.1574 breachhotline@mullen.law*  
*John Mullen 610.608.8785 jmullen@mullen.law*  
*Jennifer Coughlin 631.987.7488 jcoughlin@mullen.law*
- *Lewis Brisbois Bisgaard & Smith LLP*  
*Breach Hotline 844.312.3961 breachresponse@lewisbrisbois.com*  
*Sean Hoar 971.712.2795 sean.hoar@lewisbrisbois.com*

First Response Advisors (IT)

- *Ankura incident@ankura.com*  
*Darin Bielby 215.832.4485 dbielby@ankura.com*

OR

- *BlueVoyant incident@bluevoyant*  
*Austin Berglas 646.889.2597 austin.berglas@bluevoyant.com*

First Response Advisors (PR)

- *Levick Communications*  
  - *crisisresponse@levick.com*

1. Clause 1. **INSURING AGREEMENTS** is amended to include the following:

© All rights reserved.

**END**

ENDORSEMENT#

(continued)

**FIRST RESPONSE COVERAGE**

Solely with respect to a **Security Failure** or **Privacy Event** first discovered during the **Policy Period** and reported to the **Insurer** as provided in this endorsement:

The **Insurer** shall pay on an **Insured's** behalf all **First Response Loss** that an **Insured** incurs solely as a result of such **Security Failure** or **Privacy Event**.

2. Solely with respect to the coverage afforded by this endorsement, the following definition shall apply:
  - (a) "**First Response Loss**" means the following reasonable and necessary expenses incurred by an **Insured** within the period of seventy-two (72) hours commencing upon the discovery of the **Security Failure** or **Privacy Event** by an **Insured**:
    - (1) for the **First Response Advisor (Legal)** engaged by the **Insureds** (only one may be engaged) to provide legal services and advices relating to the **Security Failure** or **Privacy Event**;
    - (2) only to the extent deemed necessary by the engaged **First Response Advisor (Legal)**, for a **First Response Advisor (IT)** engaged by the **Insureds** (only one may be engaged), to contain and/or terminate the **Security Failure** or **Privacy Event**; and
    - (3) only to the extent deemed necessary by the engaged **First Response Advisor (Legal)**, for a **First Response Advisor (PR)** engaged by the **Insureds** (only one may be engaged) to advise an **Insured** on how to minimize reputational and other harm to an **Insured**, including without limitation, maintaining public confidence in such **Insured**.
3. The **First Response Sublimit** is the **Insurer's** maximum liability for all **First Response Loss**. The **First Response Sublimit** is part of and not in addition to the **Limit of Liability** and the **Sublimit of Liability** for the **Event Management Coverage Section**.
4. No Retention shall apply to the **First Response Loss**. Following the end of the 72 hour **First Response Loss** period, and/or the exhaustion of the **First Response Sublimit**, for all other **Loss** incurred under any **Coverage Section**, the applicable Retention amount set forth in the Declarations (or as amended by any endorsement) shall apply.
5. As a condition precedent to the obligations of the **Insurer** under this endorsement, a member of the **Control Group** must notify the **First Response Advisor (Legal)** of the discovery of the **Security Failure** or **Privacy Event**. No coverage shall be afforded for any **First Response Loss** incurred prior to notifying the **First Response Advisor (Legal)**. No coverage shall be afforded for any **Loss** incurred (other than **First Response Loss**) unless and until the **Insureds** have satisfied all notice requirements set forth in the **General Terms and Conditions** (including but not limited to providing written notice as set forth in 6(d) of the **General Terms and Conditions**) and all additional notice requirements set forth in any applicable **Coverage Section**.
6. With regard to any **First Response Loss** for which an **Insured** seeks coverage, the initial choice of any **First Response Advisor (Legal)**, **First Response Advisor (IT)** and **First**

© All rights reserved.

**END**

ENDORSEMENT#

(continued)

**Response Advisor (PR)** ("**Chosen First Response Advisors**") shall be made by such **Insured** from the list of firms in the First Response Schedule listed above.

7. Fees, costs, charges, billings and any other expenses incurred through any firm, other than the **Chosen First Response Advisors**, shall not be recoverable under this policy as **First Response Loss**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

---

AUTHORIZED REPRESENTATIVE

Attachment: Cyber policy (Cyber Coverage with Willis Tower Watson)

© All rights reserved.

**END**



ENDORSEMENT#

This endorsement, effective at \_\_\_\_\_  
 Policy number \_\_\_\_\_  
 Issued to: \_\_\_\_\_

forms a part of \_\_\_\_\_

By: \_\_\_\_\_  
 Product Name: \_\_\_\_\_

**PANEL COUNSEL ENDORSEMENT  
 (FOR USE WITH FIRST RESPONSE COVERAGE ENDORSEMENT)**

This endorsement modifies insurance provided under the following:

**Specialty Risk Protector®  
 General Terms and Conditions**

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

- A. With regard to any **Claim** or **Loss** for which an **Insured** seeks coverage (other than **First Response Loss** as described in the "FIRST RESPONSE COVERAGE ENDORSEMENT"), the initial choice of counsel ("**Assigned Counsel**") shall be made by such **Insured** from the **Insurer's** list of panel firms, which list is available upon request by an **Insured**, provided, however, that any and all **Defense Costs** of **Assigned Counsel** shall be paid and satisfied on an ongoing basis by the **Insureds** until all applicable Retention amounts have been satisfied.
  
- B. With regard to any **Claim** for which an **Insured** seeks coverage, such **Insured** agrees that as a condition precedent to coverage for **Defense Costs** (or **Loss** with respect to **First Party Coverage Sections**) incurred through **Assigned Counsel** in excess of the applicable Retention amount, such **Insured** and **Assigned Counsel** must comply with the **Insurer's** Litigation Management Guidelines (the "**Guidelines**"), which are available upon request by an **Insured**. The **Insureds** understands and agrees that the **Guidelines** contain reasonable and necessary reporting and billing procedures to be followed by **Assigned Counsel**, including, without limitation:
  - 1. development of a litigation plan and litigation budget;
  - 2. pre-approved rates for services;
  - 3. pre-approval by the **Insurer** before designated legal services are provided; and
  - 4. the required format for submitting **Defense Costs** (or **Loss** with respect to **First Party Coverage Sections**) to the **Insurer**
  
- C. The **Guidelines** also require that **Assigned Counsel** and the **Insured** work closely and communicate regularly with the **Insurer's** assigned claims professional in coordinating efforts and that **Assigned Counsel** apprise the **Insurer** on a regular and timely basis as to significant case developments.

Attachment: Cyber policy (Cyber Coverage with Willis Tower Watson)



ENDORSEMENT#

(continued)

- D. Fees, costs, charges, billings and any other expense incurred through any law firm or other service provider, other than **Assigned Counsel**, shall not be recoverable under this policy as **Defense Costs** or otherwise.

Attachment: Cyber policy (Cyber Coverage with Willis Tower Watson)

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

---

AUTHORIZED REPRESENTATIVE

**ENDORSEMENT#**

This endorsement, effective  
policy number  
issued to

forms a part of

by

**PCI-DSS ASSESSMENT COVERAGE ENDORSEMENT  
(SUBLIMIT)**

This endorsement modifies insurance provided under the following:

**Specialty Risk Protector®  
Security and Privacy Coverage Section**

In consideration of the premium charged, it is hereby understood and agreed that Clause 4. **LIMIT OF LIABILITY** of the **Security and Privacy Coverage Section** is amended by adding the following paragraph to the end thereof:

The maximum liability of the **Insurer** for all amounts payable in connection with **PCI-DSS Assessments** shall be **\$2,000,000**. The amount set forth in this paragraph shall be part of and not in addition to the **Limit of Liability** and the **Sublimit of Liability** for the **Security and Privacy Coverage Section**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

---

AUTHORIZED REPRESENTATIVE

Attachment: Cyber policy (Cyber Coverage with Willis Tower Watson)

**ENDORSEMENT#**

This endorsement, effective  
policy number  
issued to

forms a part of

by

**PERSONAL IDENTITY COVERAGE ENDORSEMENT  
(COVERAGE FOR DIRECTORS AND OFFICERS ONLY)**

This endorsement modifies insurance provided under the following:

**Specialty Risk Protector®**

In consideration of the premium charged, it is hereby understood and agreed that this policy shall provide **PERSONAL IDENTITY COVERAGE** to employees of a **Company** pursuant to the terms and conditions contained in this endorsement. The **General Terms and Conditions** are incorporated herein and shall apply to coverage afforded by this endorsement unless specifically stated otherwise.

**1. DECLARATIONS**

Solely with respect to the coverage provided by this endorsement, the Declarations are amended to include the following:

**PIC Limit of Liability:** \$25,000 aggregate for each **Insured** for all **Loss** incurred by such **Insured**.

| <b>PIC Sublimits (for each Insured):</b>   | <b>Sublimit</b> |
|--------------------------------------------|-----------------|
| (a) Initial Legal Consultation:            | \$1,000         |
| (b) <b>Lost Wages</b> (For Up To 5 Weeks): | \$1,500         |
| (c) Travel Expenses:                       | \$2,000         |
| (d) Elder Care and Child Care              | \$2,000         |

**PIC Deductible:** \$0

Items 5 and 6 of the Declarations do not apply to the coverage afforded by this endorsement.

**2. INSURING AGREEMENTS**

- I. The **Insurer** shall pay the **Insured** for **Loss** resulting from a **Stolen Identity Event** first occurring during the **Policy Period** and reported to the **Insurer** within six (6) months of such **Stolen Identity Event**.
- II. The **Insurer** shall provide the **Insured** with **Restoration Services** after a **Stolen Identity Event** first occurring during the **Policy Period** and reported to the **Insurer** within six (6) months of such **Stolen Identity Event**.

Attachment: Cyber policy (Cyber Coverage with Willis Tower Watson)

**ENDORSEMENT#** (continued)**3. DEFINITIONS**

The following Definitions apply solely with respect to the coverage provided by this endorsement:

- (a) "**Computer Attack**" means receipt or transmission of malicious code, **Unauthorized Computer Access** or **Unauthorized Computer Use**, whether intentional or unintentional, hostile, which results in copying or misappropriation of an **Insured's Personal Information**.
- (b) "**Computer System**" means computer hardware, software and firmware and data stored thereon, which are linked together through a network of two or more computers, or accessible through the Internet, including network infrastructure, input, output, processing, storage and off-line media libraries. **Computer System** also includes those written policies and procedures applicable to the security of a computer network.
- (c) "**Costs**" means the following reasonable and necessary costs incurred by an **Insured** as a result of a **Stolen Identity Event**:
  - (1) cost of re-filing rejected applications for loans, grants or other credit instruments;
  - (2) cost of notarizing affidavits or other similar documents, long distance telephone calls and postage solely as a result of such **Insured's** efforts to report a **Stolen Identity Event** and/or amend or rectify records as to the **Insured's** true name or identity;
  - (3) cost of up to six credit reports from established credit bureaus (with no more than two reports from any one credit bureau);
  - (4) costs approved by the **Insurer**, for providing periodic reports on changes, inquiries or activities of such **Insured's Personal Information** contained in credit reports or public databases (including, but not limited to credit monitoring services);
  - (5) cost of travel within the United States incurred as a result of such **Insured's** efforts to amend or rectify records as to such **Insured's** true name or identity; and
  - (6) costs for elder care or child care expenses incurred as a result of such **Insured's** efforts to amend or rectify records as to such **Insured's** true name or identity.
- (d) "**Insured**" means each natural person who is serving as an officer or director of a **Company**, but only with respect to a **Stolen Identity Event** occurring during the time such natural person is serving as an officer or director of a **Company**.
- (e) "**Legal Defense Fees and Expenses**" means the reasonable and necessary fees and expenses incurred by an **Insured** for an attorney approved by the **Insurer** for:
  - (1) An initial consultation with a lawyer to determine the severity of and

**ENDORSEMENT#** (continued)

- appropriate response to a **Stolen Identity Event**,
- (2) Defending any civil suit brought against the **Insured** by a creditor, collection agency or other entity acting on behalf of a creditor for non-payment of a debt or default on a loan solely as a result of a **Stolen Identity Event**,
  - (3) Removing any civil judgment wrongfully entered against the **Insured** solely as a result of a **Stolen Identity Event**, and
  - (4) Defending criminal charges brought against the **Insured** as a result of a **Stolen Identity Event**. However, the **Insurer** will only pay for this after it has been established by acquittal or dropping of charges because the **Insured** was not in fact the perpetrator.
- (f) "**Loss**" means the reasonable and necessary **Costs, Lost Wages** and **Legal Defense Fees and Expenses** incurred within twelve months of an **Insured's** discovery of a **Stolen Identity Event** and incurred within the United States of America.
- (g) "**Lost Wages**" means actual lost wages that would have been earned for time reasonably and necessarily taken off work and away from the **Insured's** work premises, whether partial or whole days, solely as a result of the **Insured's** efforts to amend or rectify records as to the **Insured's** true name or identity as a result of a **Stolen Identity Event**. **Lost Wages** includes remuneration for vacation days, discretionary days, floating holidays, and paid personal days. **Lost Wages** is limited to amounts that would have been earned within 12 months after the **Insured's** discovery of a **Stolen Identity Event**.
- (h) "**Personal Information**" means any:
- (1) information from which an individual may be uniquely and reliably identified or contacted, including, without limitation, an individual's name, address, telephone number, social security number, account relationships, account numbers, account balances, account histories and passwords;
  - (2) information concerning an individual that would be considered "nonpublic personal information" within the meaning of Title V of the Gramm-Leach Bliley Act of 1999 (Public Law 106-102, 113 Stat. 1338) (as amended) and its implementing regulations; and
  - (3) information concerning an individual that would be considered "protected health information" or "electronic protected health information within the Health Insurance Portability and Accountability Act of 1996 (as amended) (HIPAA) or the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and their implementing regulations.
- (i) "**Restoration Services** means the services described below. These services shall be performed on the **Insured's** behalf in response to a **Stolen Identity Event**, only after receipt of appropriate authorization from the **Insured**. Upon receipt of appropriate authorization, the **Insurer** shall:
- (1) Provide the **Insured** with a package of information which includes a

**ENDORSEMENT#** (continued)

description of the resolution process, educational articles, and guidance for avoiding future complications;

- (2) Assist with requesting that a fraud alert be placed on the **Insured's** credit files and affected credit accounts;
  - (3) Compile and organize the paperwork to help the **Insured** document the **Stolen Identity Event** and provide information to appropriate government agencies.
  - (4) Review the **Insured's** credit files with the **Insured** to determine the accuracy of the file and potential areas of fraud;
  - (5) Research and investigate potential damage to the **Insured's** identity;
  - (6) Notify as needed, the **Insured's** affected creditors, financial institutions, credit card companies, utility providers, and merchants of the identity fraud;
  - (7) Provide information to the Federal Trade Commission (FTC), and to other government agencies as appropriate;
  - (8) When appropriate, provide assistance with obtaining and reviewing the **Insured's** Social Security Personal Earnings and Benefits Statement;
  - (9) Create and maintain a case file to document the identity fraud; and
  - (10) When appropriate, provide other assistance **we** might reasonably be able to offer may be provided to the **Insured** on a case by case basis, as determined by **our** sole and absolute discretion.
- (j) "**Stolen Identity Event**" means the theft of an **Insured's** **Personal Information** which has resulted or could reasonably result in the wrongful use of such information. All **Loss** resulting from **Stolen Identity Event(s)** and arising from the same, continuous, related or repeated acts shall be treated as arising out of a single **Stolen Identity Event** occurring at the time of the first such **Stolen Identity Event**. **Stolen Identity Event** shall not include the theft or wrongful use of the **Insured's** Business name, d/b/a or any other method of identifying any Business activity of the **Insured**.
- (k) "**Unauthorized Computer Access**" means the gaining of access to a **Computer System** by an unauthorized person(s) or by an authorized person(s) in an unauthorized manner.
- (l) "**Unauthorized Computer Use**" means the use of a **Computer System** by an unauthorized person(s) or by an authorized person(s) in an unauthorized manner.

4. Solely with respect to the coverage provided by this endorsement, the following shall replace Clause 6. **NOTICE** and Clause 7. **INSURED'S OBLIGATIONS** of the General Terms and Conditions:

**OBLIGATIONS OF EACH COMPANY AND INSURED**

- (a) As a condition precedent to coverage under this policy, each **Company** shall at all times have the duties and obligations set forth in this section. These duties and obligations are in addition to any obligations of the **Insured** otherwise provided for under this policy. Each **Company** shall:

**ENDORSEMENT#** (continued)

- (1) allow the **Insurer** to examine and audit all of the **Named Entity's** records that relate to this policy. The **Insurer** may conduct the audits during regular business hours during the Policy Period and within three years after the **Policy Period** ends;
  - (2) promptly advise the **Insurer**, and any potentially affected **Insured**, of a **Computer Attack** that may have resulted in **Unauthorized Computer Access** to **Personal Information** pertaining to an **Insured**;
  - (3) take all reasonable steps to use, design, maintain and upgrade its network and **Computer System** security and to minimize **Computer Attacks** of its network and **Computer System**;
  - (4) reasonably inform the **Insured** of its rights and obligations under this policy;
  - (5) submit to the **Insurer** for review and approval any informational materials developed by the **Named Entity** with respect to this endorsement or the coverage provided by this endorsement. This shall specifically include but not be limited to any such materials that refer to American International Group, Inc. or similar references, whether directly or indirectly, or the existence of the policy issued to the **Named Entity**; and
  - (6) comply with all applicable privacy laws and regulations.
- (b) As a condition precedent to coverage under this policy, each **Insured** shall have the following duties and obligations with respect to each **Stolen Identity Event** and any **Loss**:
- (1) If a **Stolen Identity Event** occurs, the **Insured** shall promptly, but no later than 6 months after a **Stolen Identity Event** occurs, notify the **Insurer** of such **Stolen Identity Event** by contacting the **Insurer** at the address set forth in paragraph 6(d) of the **General Terms and Conditions**. The **Insured** shall also follow the **Insurer's** written instructions to mitigate potential **Loss**, which will be provided to the **Insured** in a claims kit and which will include the prompt notification of the major credit bureaus, the Federal Trade Commission's Identity Theft Hotline and appropriate law enforcement agencies.
  - (2) If a **Loss** occurs, the **Insured** shall also:
    - (a) Promptly notify the **Insurer** of the **Loss**, submit to the **Insurer** the written proof of loss provided to the **Insured** in a claims kit and provide any other information or documentation that the **Insurer** may request;
    - (b) Take all reasonable steps to mitigate **Loss** resulting from a **Stolen Identity Event** including, but not limited to, requesting a waiver for any applicable fees, loan application fees or credit bureau fees;
    - (c) File a report with the appropriate police authority, and
    - (d) Provide all assistance and cooperation the **Insurer** may require in the investigation and determination of any **Loss**, including but not limited to:
      - (1) Immediately forwarding to the **Insurer** any notices, summons or legal papers received by the **Insured** in connection with a **Stolen Identity**

**ENDORSEMENT#** (continued)

**Event** or any **Loss**;

- (2) Authorizing the **Insurer** to obtain records and other information with regard to any **Loss**;
- (3) Cooperating with and helping the **Insurer** to enforce any legal rights the **Insured** or the **Insurer** may have against anyone who may be liable to the **Insured**;
- (4) Attending depositions, hearings and trials, securing and giving evidence, and obtaining the attendance of witnesses with regard to any **Loss**; or
- (5) Answering the **Insurer's** questions under oath as may be reasonably required about any matter relating to this insurance or any **Loss**.

## 5. EXCLUSIONS

Solely with respect to the coverage provided by this endorsement, this policy shall not be liable to make any payment for **Loss** arising out of, based upon or attributable to:

- (a) any dishonest, criminal, malicious or fraudulent acts if the **Insured** that suffered a **Loss** personally participated in, directed, or had knowledge of such acts.
- (b) any physical injury, sickness, disease, disability, shock, mental anguish, and mental injury, including, required care, loss of services or death at any time resulting there from.
- (c) strikes or similar labor action, war, invasion, military action (whether war is declared or not), civil war, mutiny, popular or military uprising, insurrection, rebellion, revolution, military or usurped power, or any action taken to hinder or defend against any of these events.
- (d) the presence of or the actual, alleged or threatened discharge, dispersal, release or escape of **Pollutants** (as defined in any **Coverage Section** of the policy), or any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**, or in any way respond to or assess the effects of **Pollutants**.
- (e) any **Stolen Identity Event** reported to the Insurer more than six months after such **Stolen Identity Event** occurs.

- 6. Solely in regard to the coverage provided by this endorsement, Clause 4. **LIMIT OF LIABILITY** is deleted in its entirety and replaced with the following:

### 4. LIMIT OF LIABILITY

- (a) The **PIC Limit of Liability** set forth in the Declarations, as amended by this endorsement, is the most the **Insurer** shall pay each **Insured** for **Loss** resulting from all **Stolen Identity Events** combined first occurring during the **policy period**. The **PIC Limit of Liability** is solely for the coverage provided under this endorsement. It is not part of and it is separate from the **Limit of Liability**.



**ENDORSEMENT#** (continued)

- (b) The maximum the **Insurer** shall pay to any **Insured** for an initial consultation with a lawyer shall not exceed the amount for Initial Legal Consultation set forth in the Declarations. Such amount is part of and not in addition to the **PIC Limit of Liability** for such **Insured**.
- (c) The maximum the **Insurer** shall pay to any **Insured** for **Lost Wages** shall not exceed the amount per week for **Lost Wages** and the maximum number of weeks set forth in the Declarations. The amounts paid for **Lost Wages** are part of and not in addition to the **PIC Limit of Liability** for such **Insured**.
- (d) The maximum the **Insurer** shall pay to any **Insured** for travel expenses shall not exceed the amount for Travel Expenses set forth in the Declarations. Such amount is part of and not in addition to the **PIC Limit of Liability** for such **Insured**.
- (e) The maximum the **Insurer** shall pay to any **Insured** for elder care and child care shall not exceed the amount for Elder Care and Child Care set forth in the Declarations. Such amount is part of and not in addition to the **PIC Limit of Liability** for such **Insured**.

The **Insurer** reserve the right to refuse or terminate coverage with respect to any **Insured** that has committed fraud or other illegal acts or made untrue statements in connection with any **Stolen Identity Event** or **Loss**.

- 7. **NO DEDUCTIBLE OR RETENTION:** No Deductible or Retention shall apply to the coverage afforded by this **PERSONAL IDENTITY COVERAGE ENDORSEMENT**.
- 8. Solely with respect to the coverage provided by this endorsement, Clause 18. **WORLDWIDE TERRITORY**, is deleted in its entirety and replaced with the following:

#### **18. COVERAGE TERRITORY**

Subject to its terms, conditions and exclusions, this **policy** applies to a **Stolen Identity Event** occurring anywhere in the world, but the **Insurer** shall only pay **Loss** incurred in the United States.

- 9. Solely with respect to the coverage provided by this endorsement, Clause 16. **ACTION AGAINST INSURER**, is deleted in its entirety and replaced with the following:

#### **16. ACTION AGAINST INSURER**

No legal action may be brought or made against the **Insurer** under this policy unless there has been full compliance with all of the terms of this policy and the action is brought within two (2) years after the date on which a **Stolen Identity Event** occurred.

- 10. Solely with respect to the coverage provided by this endorsement, Clause 12.

**ENDORSEMENT#** (continued)

**OTHER INSURANCE** is amended to include the following:

The insurance provided by this endorsement shall be excess over any other insurance (including, without limitation, homeowner's or renter's insurance), product warranty, extended services agreement or contract. If the **Insured** has other insurance that applies to **Loss** under this policy, the other insurance shall pay first. In all events, the **Insurer** shall not pay more than the **PIC Limit of Liability**.

11. Solely with respect to the coverage provided by this endorsement, the **General Terms and Conditions** shall be amended by adding the following paragraphs to the end thereof:

**CONCEALMENT MISREPRESENTATION OR FRAUD:** This policy shall be void if the **Named Entity** intentionally conceals or misrepresents a material fact concerning this policy. In addition, this policy shall also be void with respect to any **Insured** that intentionally conceals or misrepresents a material fact concerning a **Stolen Identity Event**, any **Loss** or the **Insured's** interest in any property involved in any **Loss**.

**DUPLICATE COVERAGES:** Should the **Insured** be entitled to payment of **Loss** under more than one policy issued by the **Insurer** or any of its affiliates, the **Insurer** will reimburse the **Insured** under each policy, but in no event shall the total amount reimbursed to the **Insured** under all insurance exceed the actual amount of **Loss**.

**CONFORMANCE TO STATUTE:** To the extent a term of this policy conflicts with a statute of the country, state or province within which this policy is issued, the term shall be deemed amended so as to conform to such statute.

**LITIGATION:** The **Named Entity** shall promptly advise the **Insurer** of the material facts of (i) any pending or threatened investigation with respect to this policy by a governmental agency or authority, (ii) any complaint filed against the **Named Entity** or any other party with respect to this policy by any governmental agency or authority or (iii) any pending or threatened litigation against the **Named Entity** or us with respect to this policy. The **Named Entity** shall also promptly advise the **Insurer** of the material facts of any pending or threatened litigation, or the existence of any criminal indictment or conviction against the **Named Entity** or its senior management, which in each case could adversely affect this policy or either the **Named Entity's** or the **Insurer's** ability to perform their respective obligations under this policy.

12. Solely with respect to the coverage provided by this endorsement, Clause 10. **TRANSACTIONS** is amended to include the following:

In the event of a change in control of the **Named Entity**, this policy shall continue in full force and effect as to **Loss** resulting from **Stolen Identity Events** first occurring prior to the effective time of such change in control, but there shall be no coverage afforded for any **Loss** resulting from any **Stolen Identity Event** first occurring on or after the effective time of such change of control. The coverage provided by this

Attachment: Cyber policy (Cyber Coverage with Willis Tower Watson)

**ENDORSEMENT#** (continued)

policy for **Loss** resulting from **Stolen Identity Events** occurring prior to the effective time of such change in control may not be canceled after such change of control has occurred and the entire premium paid for the coverage afforded by this endorsement shall be deemed earned as of such time. A change in control shall not reduce or eliminate the 6 month period in which the **Insured** must report to the **Insurer** a **Stolen Identity Event**.

13. Solely with respect to the coverage provided by this endorsement, Clause 8. **CANCELLATION CLAUSE** is amended to include the following at the end thereof:

There shall be no coverage for any **Stolen Identity Event** occurring after the effective date and time of any cancellation. Termination of this policy shall not reduce or eliminate the 6 month period in which the **Insured** must report a **Stolen Identity Event**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Attachment: Cyber policy (Cyber Coverage with Willis Tower Watson)

---

AUTHORIZED REPRESENTATIVE

ENDORSEMENT#

This endorsement, effective  
policy number  
issued to

forms a part of

by

**SUBSIDIARY THRESHOLD AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**Specialty Risk Protector®**  
**General Terms and Conditions**

In consideration of the premium charged, it is hereby understood and agreed that in Clause 2. **DEFINITIONS** of the **General Terms and Conditions**, paragraph (u) ("**Subsidiary**"), subparagraphs (2) and (3) are deleted in their entirety and replaced with the following:

- (2) any for-profit entity of which the **Named Entity** acquires **Management Control** during the **Policy Period**, either directly or indirectly, whose gross revenues for the most recent fiscal year prior to the inception of this policy do not exceed *Fifteen* percent ( *15*%) of the aggregate gross revenues of the **Companies** for the most recent fiscal year prior to the inception date of this policy;
- (3) any for-profit entity of which the **Named Entity** acquires **Management Control** during the **Policy Period**, either directly or indirectly, whose gross revenues for the most recent fiscal year prior to the inception of this policy exceed *Fifteen* percent ( *15*%) of the aggregate gross revenues of the **Companies** for the most recent fiscal year prior to the inception date of this policy, but only once (a) the **Named Entity** shall have provided the **Insurer** with full particulars of such entity and agreed to any additional premium and amendments to this policy relating to such entity; and (b) the **Insurer** has ratified its acceptance of such entity as a **Subsidiary** by endorsement to this policy; and

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

---

AUTHORIZED REPRESENTATIVE

Attachment: Cyber policy (Cyber Coverage with Willis Tower Watson)

**ENDORSEMENT#**

This endorsement, effective  
policy number  
issued to

forms a part of

by

**SECURITY FAILURE DEFINITION AMENDATORY ENDORSEMENT  
(PHYSICAL THEFT OF HARDWARE)**

This endorsement modifies insurance provided under the following:

**Specialty Risk Protector®  
Security and Privacy Coverage Section**

In consideration of the premium charged, it is hereby understood and agreed that in Clause 2. **DEFINITIONS** of the **Security and Privacy Coverage Section**, paragraph (p), the definition of "**Security Failure**" is amended to include the following:

"**Security Failure**" also means the physical theft of hardware controlled by a **Company** (or components thereof) on which electronic data is stored, by a person other than an **Insured**, from a premises occupied and controlled by a **Company**, occurring on or after the **Retroactive Date** and prior to the end of the **Policy Period**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

---

AUTHORIZED REPRESENTATIVE

Attachment: Cyber policy (Cyber Coverage with Willis Tower Watson)

**ENDORSEMENT#**

This endorsement, effective at  
Policy number  
Issued to:

forms a part of

By:

Product Name:

**ECONOMIC SANCTIONS ENDORSEMENT**

*This endorsement modifies insurance provided under the following:*

Coverage shall only be provided and payment of loss under this policy shall only be made in full compliance with enforceable United Nations economic and trade sanctions and the trade and economic sanction laws or regulations of the European Union and the United States of America, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

Attachment: Cyber policy (Cyber Coverage with Willis Tower Watson)

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

---

AUTHORIZED REPRESENTATIVE

**ENDORSEMENT#**

This endorsement, effective \_\_\_\_\_ forms a part of  
 Policy number: \_\_\_\_\_  
 Issued to: \_\_\_\_\_

By: \_\_\_\_\_

**NETWORK INTERRUPTION COVERAGE ENHANCEMENT ENDORSEMENT  
 (SYSTEM FAILURE, OSP LIMITS, VOLUNTARY SHUTDOWN, SEPARATE RETENTION  
 FOR PROOF OF LOSS COSTS)**

This endorsement modifies insurance provided under the following:

**Specialty Risk Protector®**

**Network Interruption Coverage Section**

**ENDORSEMENT SCHEDULE**

|                                                          |             |
|----------------------------------------------------------|-------------|
| <b>System Failure Sublimit</b>                           | \$2,000,000 |
| <b>IT Service Provider Security Failure Sublimit</b>     | \$2,000,000 |
| <b>Non-IT Service Provider Security Failure Sublimit</b> | \$2,000,000 |
| <b>Other Provider Security Failure Sublimit</b>          | \$1,000,000 |
| <b>IT Service Provider System Failure Sublimit</b>       | \$2,000,000 |
| <b>Non-IT Service Provider System Failure Sublimit</b>   | \$2,000,000 |
| <b>Other Provider System Failure Sublimit</b>            | \$1,000,000 |
| <b>Proof of Loss Preparation Costs Sublimit</b>          | \$50,000    |
| <b>Extended Period of Indemnity</b>                      | 150 days    |
| <b>Security Failure Waiting Hours Period</b>             | 10 hours    |
| <b>System Failure Waiting Hours Period</b>               | 12 hours    |

In consideration of the premium charged, it is hereby understood and agreed that the **Network Interruption Coverage Section** of the policy is amended as follows:

1. Clause 1. **INSURING AGREEMENTS** is deleted in its entirety and replaced with the following:

**1. INSURING AGREEMENTS**

With respect to the **NETWORK INTERRUPTION INSURING AGREEMENT** of this Clause 1., solely with respect to a **Security Failure** or **System Failure** first occurring during the **Policy Period** and reported to the **Insurer** pursuant to the terms of this policy, this **Network Interruption Coverage Section** affords the following coverage:

©All rights reserved.

**END**

**ENDORSEMENT#** (Continued)

This endorsement, effective \_\_\_\_\_ forms a part of  
 Policy number: \_\_\_\_\_  
 Issued to: \_\_\_\_\_

By: \_\_\_\_\_

### **NETWORK INTERRUPTION INSURING AGREEMENT**

The **Insurer** shall pay all **Loss** sustained by an **Insured**, in excess of the **Remaining Retention**, after the **Waiting Hours Period** and solely as a result of a **Security Failure** or a **System Failure**.

2. The following definitions in Clause 2. **DEFINITIONS** are deleted in their entirety and replaced with the following:

(c) **"First Party Event"** means any **Security Failure** or **System Failure**.

(e) **"Loss"** means the actual **Business Income Loss, Expenses to Reduce Loss, Extra Expenses** and **Proof of Loss Preparation Costs** sustained or incurred by an **Insured**.

(f) **"Material Interruption"** means:

- (1) the partial or total interruption, suspension or impairment of an **Insured's** business directly caused by a **Security Failure** or **System Failure**; or
- (2) the necessary, partial or total, interruption or suspension of an **Insured's** business directly caused by a **Voluntary Shutdown**.

(g) **"Outsource Provider"** means any:

- (1) **IT Service Provider**,
- (2) **Non-IT Service Provider**, or
- (3) **Other Provider**.

Provided, however, **Outsource Provider** does not **mean or** include any entity in connection with its providing services as:

- (a) a public utility (including, without limitation, a provider of electricity, gas, water or telecommunication services);
- (b) an internet service provider (including any provider of internet connectivity), or
- (c) a securities exchange or market.

(l) **"Waiting Hours Period"** means:

©All rights reserved.

**END**

Attachment: Cyber policy (Cyber Coverage with Willis Tower Watson)



**ENDORSEMENT#** (Continued)

This endorsement, effective \_\_\_\_\_ forms a part of  
 Policy number: \_\_\_\_\_  
 Issued to: \_\_\_\_\_

By: \_\_\_\_\_

- (1) for any **Material Interruption** resulting from a **Security Failure** (including a **Voluntary Shutdown**), the **Security Failure Waiting Hours Period** set forth in the Endorsement Schedule above; and
  - (2) for any **Material Interruption** resulting from a **System Failure**, the **System Failure Waiting Hours Period** set forth in the Endorsement Schedule above.
3. Clause 2. **DEFINITIONS** is amended to include the following paragraphs at the end thereof:

**"Business Income Loss"** means the sum of the following incurred during the **Period of Indemnity** and the **Extended Period of Indemnity** (if any):

- (1) net profits that would have been earned but for the **Material Interruption** (after charges and expenses, but not including any capital receipts, outlays properly chargeable to capital, and deductions for taxes and profits); and
- (2) charges and expenses which necessarily continue (including ordinary payroll).

If there would have been no net profit, **Business Income Loss** means the charges and expenses which necessarily continue less any loss from business operations that would have been sustained had there been no **Material Interruption**.

**"Expenses to Reduce Loss"** means expenses incurred by the **Insured** during the **Period of Indemnity**, over and above normal operating expenses, for the purpose of reducing **Business Income Loss** or shortening the **Period of Indemnity**.

**"Extended Period of Indemnity"** means the time period beginning at the end of the **Period of Indemnity** and concluding after the number of days set forth in the Endorsement Schedule above.

**"Extra Expenses"** means expenses incurred by the **Insured** during the **Period of Indemnity** or the **Extended Period of Indemnity** (if any), other than **Expenses to Reduce Loss**, that would not have been incurred but for a **Material Interruption**.

**"IT Service Provider"** means an entity, other than an **Insured**, that:

- (1) provides "cloud computing" or other hosted computer resources to an **Insured**;  
 or

©All rights reserved.

**END**

Attachment: Cyber policy (Cyber Coverage with Willis Tower Watson)

**ENDORSEMENT#** (Continued)

This endorsement, effective \_\_\_\_\_ forms a part of  
 Policy number: \_\_\_\_\_  
 Issued to: \_\_\_\_\_

By: \_\_\_\_\_

- (2) provides information technology services required by an **Insured** to operate a **Computer System** under its ownership, operation or control;

in each case pursuant to a written contract with an **Insured**.

**"Non-IT Service Provider"** means an entity, other than an **Insured**, that provides goods or services to an **Insured** pursuant to a written contract; provided, however, under no circumstances shall an entity be considered a **Non-IT Service Provider** with respect to services provided as an **IT Service Provider**.

**"Other Provider"** means an entity, other than an **Insured**, an **IT Service Provider** or a **Non-IT Service Provider**, that an **Insured** depends on to conduct its business.

**"Period of Indemnity"** means the period of time beginning at the inception of the **Material Interruption** and ending:

- (1) with respect to a **Security Failure**, **System Failure** or **Voluntary Shutdown** of a **Computer System** under the ownership, operation or control of, or leased by, a **Company**, at the time the **Insured** restores access to the **Computer System** to the same or similar conditions that existed prior to the time of the **Material Interruption** (or could have restored access to the **Computer System** if the **Insured** exercised due diligence and dispatch); or
- (2) with respect to a **Security Failure** or **System Failure** of a **Computer System** under the ownership, operation or control of an **Outsource Provider**, the earlier of:
  - (i) the time the **Insured** restores its business to the same or similar conditions that existed prior to the time of the **Material Interruption** (or could have restored its business if the **Insured** exercised due diligence and dispatch); or
  - (ii) the time such **Outsource Provider** restores access to the **Computer System** to the same or similar conditions that existed prior to the time of the **Material Interruption**.

The **Period of Indemnity** shall not be cut short by the end of the **Policy Period**.

©All rights reserved.

**END**

**ENDORSEMENT#** (Continued)

This endorsement, effective \_\_\_\_\_ forms a part of  
 Policy number: \_\_\_\_\_  
 Issued to: \_\_\_\_\_

By: \_\_\_\_\_

**"Proof of Loss Preparation Costs"** means fees and expenses incurred by an **Insured** for the services of a third-party forensic accounting firm to establish and prove the amount of **Loss**, including those costs in connection with preparing a proof of loss. **"Proof of Loss Preparation Costs"** does not include any fees or expenses for consultation on coverage or negotiation of claims.

**"System Failure"** means any unintentional and unplanned outage of a **Computer System** that is not part of or caused by a **Security Failure**.

**"Voluntary Shutdown"** means the voluntary and intentional shutdown or impairment of a **Computer System** under the ownership, operation or control of a **Company**, by or at the direction of the Chief Information Security Officer of the **Company** (or the equivalent position regardless of title), after the discovery of a **Security Failure**, with the reasonable belief that such shutdown would limit the **Loss** that would otherwise be incurred as the result of such **Security Failure**.

4. In Clause 3. **EXCLUSIONS**, paragraph (g) is deleted in its entirety and replaced with the following:

(g) arising out of, based upon or attributable to any **System Failure, Security Failure** or **Related Act** thereto which has been reported, or in any circumstances of which notice has been given, under any policy of which this **Network Interruption Coverage Section** is a renewal or replacement or which it may succeed in time.

5. In Clause 3. **EXCLUSIONS**, sub-paragraphs (i)(3) and (i)(5) are deleted in their entirety.

6. Clause 3. **EXCLUSIONS** is amended to include the following at the end thereof:

The **Insurer** shall not be liable to make any payment for **Loss**:

NI(a) arising out of, based upon or attributable to any:

- (1) failure, interruption or outage of power, water, gas, telephone, electrical, mechanical, telecommunication or networking infrastructure not under the direct control of an **Insured**, including, without limitation, the failure of any public utility or internet services provider; or
- (2) failure, interruption or outage of any satellite, securities exchange or

©All rights reserved.

**END**

**ENDORSEMENT#** (Continued)

This endorsement, effective \_\_\_\_\_ forms a part of  
 Policy number: \_\_\_\_\_  
 Issued to: \_\_\_\_\_

By: \_\_\_\_\_

market.

NI(b) for any: (1) contractual penalties or consequential damages; (2) updating, upgrading, enhancing or replacing any **Computer System** to a level beyond that which existed prior to sustaining **Loss**; or (3) removal of software program errors or vulnerabilities.

7. Clause 4. **LIMIT OF LIABILITY** is deleted in its entirety and replaced with the following:

#### 4. **LIMIT OF LIABILITY**

The following provisions shall apply in addition to the provisions of Clause 4. **LIMIT OF LIABILITY** of the **General Terms and Conditions**:

Notwithstanding anything in the policy to the contrary:

- (a) the maximum liability of the **Insurer** for all **Loss** arising from all **System Failures** is the **System Failure Sublimit** set forth in the Endorsement Schedule above;
- (b) the maximum liability of the **Insurer** for all **Loss** arising from a **Security Failure** of the **Computer System** of an **IT Service Provider** is the **IT Service Provider Security Failure Sublimit** set forth in the Endorsement Schedule above;
- (c) the maximum liability of the **Insurer** for all **Loss** arising from a **Security Failure** of the **Computer System** of a **Non-IT Service Provider** is the **Non-IT Service Provider Security Failure Sublimit** set forth in the Endorsement Schedule above;
- (d) the maximum liability of the **Insurer** for all **Loss** arising from a **Security Failure** of the **Computer System** of an **Other Provider** is the **Other Provider Security Failure Sublimit** set forth in the Endorsement Schedule above;
- (e) the maximum liability of the **Insurer** for all **Loss** arising from a **System Failure** of the **Computer System** of an **IT Service Provider** is the **IT Service Provider System Failure Sublimit** set forth in the Endorsement Schedule above;
- (f) the maximum liability of the **Insurer** for all **Loss** arising from a **System Failure** of the **Computer System** of a **Non-IT Service Provider** is the **Non-IT Service Provider System Failure Sublimit** set forth in the Endorsement Schedule above;
- (g) the maximum liability of the **Insurer** for all **Loss** arising from a **System Failure** of the **Computer System** of an **Other Provider** is the **Other Provider System Failure Sublimit** set forth in the Endorsement Schedule above; and
- (h) the maximum liability of the **Insurer** for all **Proof of Loss Preparation Costs** is the **Proof of Loss Preparation Costs Sublimit** set forth in the Endorsement Schedule above.

©All rights reserved.

**END**

**ENDORSEMENT#** (Continued)

This endorsement, effective \_\_\_\_\_ forms a part of  
 Policy number: \_\_\_\_\_  
 Issued to: \_\_\_\_\_

By: \_\_\_\_\_

Each of the sublimits set forth herein is part of and not in addition to the **Limit of Liability** and the **Sublimit of Liability** for this **Coverage Section**.

8. Clause 6. **NOTICE** is amended by deleting the final sentence in its entirety and replacing it with the following:

Other than the express coverage provided herein for **Proof of Loss Preparation Costs**, all costs and expenses of establishing or proving **Loss** under this **Coverage Section** shall be the obligation of the **Insured** and not covered under this policy.

9. Clause 7. **NET PROFIT CALCULATIONS** is deleted in its entirety and replaced with the following:

## **7. NETWORK INTERRUPTION PROVISIONS AND CONDITIONS**

- (a) Coverage provided under this **Coverage Section** shall not exceed the actual loss sustained by an **Insured**.
- (b) When calculating **Business Income Loss**, due consideration shall be given to:
  - (1) the experience of the business before the date of the **Material Interruption** and the probable experience thereafter during the **Period of Indemnity** had no **Material Interruption** occurred;
  - (2) the continuation of only those necessary charges and expenses that would have existed had no **Material Interruption** occurred; and
  - (3) **Business Income Loss** which is made up during the **Extended Period of Indemnity** (if any) or within a reasonable period of time (no less than one year) after the expiration of the **Period of Indemnity** and the **Extended Period of Indemnity** (if any).
- (c) Each **Insured** agrees, as soon as practicable, to use overtime, extra time and any other resource owned or controlled by such **Insured**, or obtainable by such **Insured** from other sources (including any other **Insured**), in order to continue its business and reduce **Loss**.
- (d) Each **Insured** must act with due diligence and dispatch to repair or restore the **Computer System** to the same or equivalent operating conditions that existed prior to the damage in order to continue its business and to reduce **Loss**.

©All rights reserved.

**END**

**ENDORSEMENT#** (Continued)

This endorsement, effective \_\_\_\_\_ forms a part of  
Policy number: \_\_\_\_\_  
Issued to: \_\_\_\_\_

By: \_\_\_\_\_

(e) No **Loss** or part of **Loss** shall be paid hereunder to the extent an **Insured** has collected such **Loss** or part of **Loss** from an **Outsource Provider** or any other third party.

10. Notwithstanding the foregoing, and solely with respect to the coverage afforded under this endorsement for **Proof of Loss Preparation Costs**, the **Retention** shall be \$50,000 and not any amount set forth in the Declarations. It is understood and agreed that only **Proof of Loss Preparation Costs** shall erode the **Retention** set forth in the preceding sentence.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

SPECIMEN

Attachment: Cyber policy (Cyber Coverage with Willis Tower Watson)



AUTHORIZED REPRESENTATIVE

©All rights reserved.

**END**

ENDORSEMENT#

This endorsement, effective at \_\_\_\_\_  
 Policy number \_\_\_\_\_  
 Issued to: \_\_\_\_\_

forms a part of \_\_\_\_\_

By: \_\_\_\_\_

Product Name: \_\_\_\_\_

**CYBER EXTORTION COVERAGE ENHANCEMENT ENDORSEMENT  
 (THREAT CONSULTANT, BITCOIN, RANSOMWARE)**

This endorsement modifies insurance provided under the following:

**Specialty Risk Protector®  
 Cyber Extortion Coverage Section**

In consideration of the premium charged, it is hereby understood and agreed that the **Cyber Extortion Coverage Section** is amended as follows:

1. The definition of "**Loss**" in paragraph 2(f) is amended to include the following at the end thereof:

"**Loss**" also includes: (i) the reasonable costs of retaining a qualified consultant to advise an **Insured** as to the proper response to a **Security Threat** or **Privacy Threat** and to assist an **Insured** in negotiating a resolution to a **Security Threat** or **Privacy Threat**; and (ii) any monies paid by an **Insured**, with the **Insurer's** prior written consent, to obtain Bitcoin or other cryptocurrency to be surrendered as payment to terminate a **Security Threat** or **Privacy Threat**.

2. The definition of "**Security Threat**" in paragraph 2(j) is deleted in its entirety and replaced with the following:

(j) "**Security Threat**" means any:

- (1) intentional attack against a **Computer System** (including, without limitation, through the use of ransomware), or
- (2) threat or connected series of threats to commit an intentional attack against a **Computer System**,

for the purpose of demanding money, securities or other tangible or intangible property of value from an **Insured**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
 AUTHORIZED REPRESENTATIVE

Attachment: Cyber policy (Cyber Coverage with Willis Tower Watson)

ENDORSEMENT#

This endorsement, effective at \_\_\_\_\_  
 Policy number \_\_\_\_\_  
 Issued to: \_\_\_\_\_

forms a part of \_\_\_\_\_

By: \_\_\_\_\_

Product Name: \_\_\_\_\_

**AMENDED CYBERTERRORISM COVERAGE ENDORSEMENT  
 (Delete Warlike Operations)**

This endorsement modifies insurance provided under the following:

**Specialty Risk Protector**  
**Security and Privacy Coverage Section**  
**Event Management Coverage Section**  
**Network Interruption Coverage Section**

In consideration of the premium charged, it is hereby understood and agreed that, in each purchased **Coverage Section** listed above and in Item 6 of the Declarations, the definition of "**Security Failure**" is amended to include the following at the end thereof:

"**Security Failure**" includes any such failure or violation resulting from **Cyberterrorism**.

For purposes of this endorsement, "**Cyberterrorism**" means the premeditated use of disruptive activities against any computer system or network by an individual or group of individuals, or the explicit threat by an individual or group of individuals to use such activities, with the intention to cause harm, further social, ideological, religious, political or similar objectives, or to intimidate any person(s) in furtherance of such objectives. "**Cyberterrorism**" does not include any such activities which are part of or in support of any military action or war.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

---

AUTHORIZED REPRESENTATIVE

Attachment: Cyber policy (Cyber Coverage with Willis Tower Watson)



**ENDORSEMENT#**

This endorsement, effective at  
 Policy number  
 Issued to:

forms a part of

By:

**DISPUTE RESOLUTION PROCESS PROVISION AMENDATORY ENDORSEMENT  
 (60 DAY COOLING OFF)**

This endorsement modifies insurance provided under the following:

**Specialty Risk Protector®  
 General Terms and Conditions**

In consideration of the premium charged, it is hereby understood and agreed that in the **General Terms and Conditions** of the policy, Clause 15. DISPUTE RESOLUTION PROCESS is deleted in its entirety and replaced with the following:

**15.DISPUTE RESOLUTION PROCESS**

It is hereby understood and agreed that all disputes or differences which may arise under or in connection with this policy, whether arising before or after termination of this policy, including any determination of the amount of **Loss**, must first be submitted to the non-binding mediation process as set forth in this Clause.

The non-binding mediation will be administered by any mediation facility to which the **Insurer** and the **Named Entity** mutually agree, in which all implicated **Insureds** and the **Insurer** shall try in good faith to settle the dispute by mediation in accordance with the American Arbitration Association's ("**AAA**") then-prevailing Commercial Mediation Rules. The parties shall mutually agree on the selection of a mediator. The mediator shall have knowledge of the legal, corporate management, or insurance issues relevant to the matters in dispute. The mediator shall also give due consideration to the general principles of the law of the state where the **Named Entity** is incorporated in the construction or interpretation of the provisions of this policy. In the event that such non-binding mediation does not result in a settlement of the subject dispute or difference:

- (a) either party shall have the right to commence a judicial proceeding; or
- (b) either party shall have the right, with all other parties consent, to commence an arbitration proceeding with the **AAA** that will be submitted to an arbitration panel of three (3) arbitrators as follows: (i) the implicated **Insureds** shall select one (1) arbitrator; (ii) the **Insurer** shall select one (1) arbitrator; and (iii) said arbitrators shall mutually agree upon the selection of the third arbitrator. The arbitration shall be conducted in accordance with the **AAA's** then-prevailing Commercial Arbitration Rules.

Notwithstanding the foregoing, no such judicial or arbitration proceeding shall be commenced until at least 60 days after the date the non-binding mediation shall be deemed concluded or terminated. Each party shall share equally the expenses of the non-binding mediation.

Attachment: Cyber policy (Cyber Coverage with Willis Tower Watson)

ENDORSEMENT#

(continued)

The non-binding mediation may be commenced in New York, New York; Atlanta, Georgia; Chicago, Illinois; Denver, Colorado; or in the state indicated in Item 1 of the Declarations as the mailing address for the **Named Entity**. The **Named Entity** shall act on behalf of each and every **Insured** in connection with any non-binding mediation under this Clause, the selection of arbitration or judicial proceeding and/or the selection of mediators or arbitrators.

Attachment: Cyber policy (Cyber Coverage with Willis Tower Watson)

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

---

AUTHORIZED REPRESENTATIVE

ENDORSEMENT#

This endorsement, effective at \_\_\_\_\_  
 Policy number \_\_\_\_\_  
 Issued to: \_\_\_\_\_

forms a part of \_\_\_\_\_

By: \_\_\_\_\_

Product Name: \_\_\_\_\_

### PCI COVERAGE AMENDATORY ENDORSEMENT

This endorsement amends the **Security and Privacy Coverage Section**.

In consideration of the premium charged, it is hereby understood and agreed that the **Security and Privacy Coverage Section** of the policy is amended as follows:

1. The definition of "**PCI-DSS Assessment**" in paragraph 2(j) is deleted in its entirety and replaced with the following:
  - (j) "**PCI-DSS Assessment**" means any written demand received by a Company from a Payment Card Association (e.g., MasterCard, Visa, American Express) or bank or servicer processing payment card transactions (an "Acquiring Bank" or "Payment Processor") for a monetary assessment (including, without limitation, fraud recovery, operational reimbursement and contractual fines and penalties), where:
    - (1) a **Company** has contractually agreed to indemnify such Acquiring Bank, Payment Processor or Payment Card Association for any monetary assessment made in connection with a **Company's** obligations under **PCI Data Security Standards** including, without limitation, such contractual obligations contained in a Merchant Services Agreement or similar agreement; and
    - (2) such monetary assessment arises out of a **Security Failure** or **Privacy Event**.
2. In Clause 3. **EXCLUSIONS**, subparagraph 3(k)(3) is deleted in its entirety and replaced with the following:
  - (3) the obligation to comply with **PCI Data Security Standards** or to indemnify an Acquiring Bank or Payment Processor for amounts owed in connection with a **PCI-DSS Assessment**; or

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

---

AUTHORIZED REPRESENTATIVE

© American International Group, Inc. All rights reserved.

**END**

ENDORSEMENT#

This endorsement, effective at \_\_\_\_\_  
 Policy number \_\_\_\_\_  
 Issued to: \_\_\_\_\_

forms a part of \_\_\_\_\_

By: \_\_\_\_\_

Product Name: \_\_\_\_\_

### **LAW ENFORCEMENT COOPERATION ENDORSEMENT**

**This endorsement amends the General Terms and Conditions.**

In consideration of the premium charged, it is hereby understood and agreed that the **General Terms and Conditions** are amended to include the following clause:

#### **LAW ENFORCEMENT COOPERATION**

A **Company** may receive a request from a law enforcement authority to keep confidential certain information about an actual or possible **First Party Event** or **Third Party Event** (including, without limitation, and **Security Failure** or **Privacy Event**). In such circumstances, a notice of such **First Party Event**, or of a **Claim** relating to or arising out of such **Third Party Event**, shall be considered timely under the policy if:

1. As soon as practicable after receipt such request, an officer or employee of the **Company** requests permission to share such information with the **Insurer**;
2. The **Company** only withholds from the **Insurer** that portion of the information that it has been instructed not to share with the **Insurer**; and
3. The **Company** provides full notice of such **Claim** or **First Party Event** to the **Insurer** as soon as legally permitted .

In addition, to the extent the procedure set forth above is followed in connection with an authorized law enforcement request, any failure or delay in providing information to the **Insurer** shall not be the basis for denial of coverage for a **Claim** or **First Party Event** under the policy on the basis of an **Insured's** failure to provide documentation and otherwise cooperate, as required by Paragraph 7(c) of the **General Terms and Conditions**.

Notwithstanding the above, no coverage shall be afforded for any **Claim** or **First Party Event** if the information withheld relating to such **First Party Event** or **Third Party Event** was: (i) known to the **Company** prior to the **Continuity Date**, or if no **Continuity Date** is specified, prior to the inception date of the first Specialty Risk Protector policy (or other policy providing substantively identical coverage) issued by the **Insurer** (or an insurance company affiliate of the **Insurer**) to the **Named Entity** and continually renewed by the **Insurer** (or an affiliate) until the inception date of this policy, and (ii) not disclosed in the **Application**.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**

\_\_\_\_\_  
 AUTHORIZED REPRESENTATIVE

Attachment: Cyber policy (Cyber Coverage with Willis Tower Watson)

ENDORSEMENT#

This endorsement, effective at  
 Policy number  
 Issued to:

forms a part of

By:  
 Product Name:

**LOSS DEFINITION AMENDED ENDORSEMENT**

**This endorsement modifies the Event Management Coverage Section.**

In consideration of the premium charged, it is hereby understood and agreed that the definition of "**Loss**" in paragraph 2(h) of the **Event Management Coverage Section** is deleted in its entirety and replaced with the following:

- (h) "**Loss**" means the following reasonable and necessary expenses and costs incurred by an **Insured** within one year of the discovery of the **Security Failure** or **Privacy Event**:
- (1) to conduct an investigation (including a forensic investigation) to determine the existence, cause and scope of the **Security Failure** or **Privacy Event**;
  - (2) for a public relations firm or crisis management firm, appointed or agreed to by the **Insurer**, to advise an **Insured** on minimizing the harm to such **Insured**, including, without limitation, maintaining and restoring public confidence in such **Insured**, and the cost of implementing any resulting public relations campaign designed specifically to avoid or minimize any adverse effects of negative publicity resulting from the **Security Failure** or **Privacy Event**;
  - (3) for a law firm, appointed or agreed to by the **Insurer**, to advise an **Insured**: (a) on minimizing the harm to such **Insured**; (b) regarding the course of action that is legally required or appropriate to respond to the **Security Failure** or **Privacy Event**; and (c) on the appropriate content, scope and distribution of any notice to consumers, government agencies or other interested parties concerning the **Security Failure** or **Privacy Event**;
  - (4) to notify those individuals and entities whose **Confidential Information** is reasonably believed to be the subject of the **Security Failure** or **Privacy Event** and advise of any available remedy in connection with the **Security Failure** or **Privacy Event**, including, without limitation, those expenses and costs for printing, advertising and mailing of materials;
  - (5) for identity theft education and assistance, identity theft call center services, credit file or identity monitoring, identity theft restoration services and victim expense reimbursement insurance made available to those persons notified about a **Security Failure** or **Privacy Event** pursuant to subparagraph (3) above;
  - (6) for any other services approved by the **Insurer** at the **Insurer's** sole and absolute discretion;
  - (7) to restore, recreate or recollect **Electronic Data**; or
  - (8) to determine whether **Electronic Data** can or cannot be restored, recollected or recreated.

Attachment: Cyber policy (Cyber Coverage with Willis Tower Watson)

ENDORSEMENT#

(continued)

Provided, however, **Loss** shall not include compensation, fees, benefits, overhead or internal charges of any **Insured**.

Attachment: Cyber policy (Cyber Coverage with Willis Tower Watson)

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

---

AUTHORIZED REPRESENTATIVE

ENDORSEMENT#

This endorsement, effective at  
Policy number  
Issued to:

forms a part of

By:

**RETENTION AMENDATORY ENDORSEMENT****(RECOGNIZE EROSION BY PREAPPROVED NON-SUIT DEFENSE COSTS)**

This endorsement modifies insurance provided under the following:

**Specialty Risk Protector®**  
**General Terms and Conditions**

In consideration of the premium charged, it is hereby understood and agreed that Clause 5. **RETENTION** of the **General Terms and Conditions** is amended to include the following:

With respect to the coverage provided under all **Third Party Coverage Sections**, it is understood and agreed that any **Defense Costs** incurred by an **Insured** with the **Insurer's** written consent in the defense or investigation of a **Claim** that is not a **Suit** shall erode the Retention applicable to such **Claim**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

---

AUTHORIZED REPRESENTATIVE

Attachment: Cyber policy (Cyber Coverage with Willis Tower Watson)

ENDORSEMENT#

This endorsement, effective at \_\_\_\_\_  
 Policy number \_\_\_\_\_  
 Issued to: \_\_\_\_\_

forms a part of \_\_\_\_\_

By: \_\_\_\_\_

Product Name: \_\_\_\_\_

**CONFIDENTIAL INFORMATION AND REGULATORY ACTION DEFINITIONS AMENDED  
(GDPR)**

This endorsement modifies insurance provided under the following:

**Specialty Risk Protector®**  
**Security and Privacy Coverage Section**  
**Event Management Coverage Section**  
**Cyber Extortion Coverage Section**

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. In Clause 2. **DEFINITIONS**, the definition of "**Confidential Information**" in each of the **Security and Privacy Coverage Section**, the **Event Management Coverage Section** and the **Cyber Extortion Coverage Section** is amended to include the following additional subparagraph at the end thereof:
  - (6) information concerning an individual that would be considered "personal data" or "sensitive personal data" within the meaning of the General Data Protection Regulation (Regulation (EU) 2016/679) (GDPR) and any amendments thereto.
2. In Clause 2. **DEFINITIONS** of the **Security and Privacy Coverage Section**, the definition of "**Regulatory Action**" is deleted in its entirety and replaced with the following:
  - (n) "**Regulatory Action**" means a request for information, civil investigative demand or civil or administrative proceeding brought by or on behalf of a governmental agency or authorized data protection authority.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

---

AUTHORIZED REPRESENTATIVE

© American International Group, Inc. All rights reserved.

**END**



ENDORSEMENT#

This endorsement, effective at \_\_\_\_\_  
 Policy number \_\_\_\_\_  
 Issued to: \_\_\_\_\_

forms a part of \_\_\_\_\_

By: \_\_\_\_\_

Product Name: \_\_\_\_\_

**PROPERTY DAMAGE AND SECURITY FAILURE DEFINITION AMENDED ENDORSEMENT  
 (BRICKING)**

**This endorsement amends the Network Interruption, Security and Privacy, and Event Management Coverage Sections.**

In consideration of the premium charged it is hereby understood and agreed that the policy is amended as follows:

1. In Clause 2. DEFINITIONS of the **Network Interruption, Security and Privacy, and Event Management Coverage Sections** the definition of "**Property Damage**" is deleted in its entirety and replaced with the following:

"**Property Damage**" means damage to, loss of use of or destruction of any tangible property; provided, however, "**Property Damage**" does not include the loss of use of electronic equipment caused by the reprogramming of the software (including the firmware) of such electronic equipment rendering it useless for its intended purpose. For purposes of this definition, "tangible property" shall not include electronic data.

2. In Clause 2. DEFINITIONS of the **Network Interruption, Security and Privacy, and Event Management Coverage Sections** the definition of "**Security Failure**" is amended to include the following sentence to the end thereof:

"**Security Failure**" also means the loss of use of all or part of a **Computer System** caused by the unauthorized reprogramming of software (including firmware) which renders such **Computer System**, or any component thereof, nonfunctional or useless for its intended purpose.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

---

AUTHORIZED REPRESENTATIVE

© American International Group, Inc. All rights reserved.

**END**

ENDORSEMENT#

This endorsement, effective at \_\_\_\_\_  
 Policy number \_\_\_\_\_  
 Issued to: \_\_\_\_\_

forms a part of \_\_\_\_\_

By: \_\_\_\_\_

Product Name: \_\_\_\_\_

**PRIVACY EVENT AND SECURITY FAILURE DEFINITIONS AMENDED  
 (THIRD PARTY DEVICES)**

**This endorsement amends the Security and Privacy Coverage Section and  
 the Event Management Coverage Section**

In consideration of the premium charged, it is hereby understood and agreed that Clause 2. DEFINITIONS of each the **Security and Privacy Coverage Section** and the **Event Management Coverage Section** is amended as follows:

1. The definition of "**Privacy Event**" is amended to include the following at the end thereof:

**"Privacy Event"** also includes any such failure or violation resulting from the use of a third-party computer or electronic device, including mobile phones, tablets or computers owned or controlled by a partner, shareholder, officer or employee of a **Company**, to store or access **Confidential Information**.

2. The definition of "**Security Failure**" is amended to include the following at the end thereof:

**"Security Failure"** also includes any such failure or violation of a **Computer System** resulting from the use of a third-party computer or electronic device, including mobile phones, tablets or computers owned or controlled by a partner, shareholder, officer or employee of a **Company**, to access a **Computer System**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

---

AUTHORIZED REPRESENTATIVE

Attachment: Cyber policy (Cyber Coverage with Willis Tower Watson)

ENDORSEMENT#

This endorsement, effective at \_\_\_\_\_  
 Policy number \_\_\_\_\_  
 Issued to: \_\_\_\_\_

forms a part of \_\_\_\_\_

By: \_\_\_\_\_

Product Name: \_\_\_\_\_

### COMPUTER SYSTEM DEFINITION AMENDATORY ENDORSEMENT

#### This endorsement modifies insurance provided under the Cyber Extortion Coverage Section

In consideration of the premium charged, it is hereby understood and agreed that in Clause 2. **DEFINITIONS** of the **Cyber Extortion Coverage Section**, paragraph (b), the definition of "**Computer System**" is deleted in its entirety and replaced with the following:

"**Computer System**" means any computer hardware, software or any components thereof that are linked together through a network of two or more devices accessible through the Internet, internal network or connected with data storage or other peripheral devices (including, without limitation, wireless and mobile devices), and are under ownership, operation or control of, or leased by, a **Company**.

"**Computer System**" also means "cloud computing" and other hosted resources operated by a third party service provider for the purpose of providing hosted computer resources to a **Company** as provided in a written contract between such third party and a **Company**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

---

AUTHORIZED REPRESENTATIVE

© American International Group, Inc. All rights reserved.

**END**

**ENDORSEMENT#**

This endorsement, effective \_\_\_\_\_ forms a part of  
 Policy number: \_\_\_\_\_  
 Issued to: \_\_\_\_\_

By: \_\_\_\_\_

**CYBER CRIME COVERAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**Specialty Risk Protector®**

In consideration of the premium charged, it is hereby understood and agreed that this policy is amended as follows:

**I.**

Item 6. **COVERAGE SUMMARY** of the Declarations Page is amended to include the following:

| COVERAGE SECTION |                                                  | SUBLIMIT OF LIABILITY                                                                                                  | RETENTION  | RETROACTIVE DATE | CONTINUITY DATE |
|------------------|--------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|------------|------------------|-----------------|
| <b>CCC</b>       | <b>Cyber Crime Coverage</b>                      | \$100,000<br>(The <b>Cyber Crime Coverage Section Sublimit of Liability</b> , which is subject to the sublimits below) | See Below: | See Below:       | Not Applicable  |
|                  | a. <b>Impersonation Fraud Coverage Sublimit</b>  | \$100,000                                                                                                              | \$25,000   | 01/01/2018       | Not Applicable  |
|                  | b. <b>Funds Transfer Fraud Coverage Sublimit</b> | \$100,000                                                                                                              | \$25,000   | 01/01/2020       | Not Applicable  |

©All rights reserved.

**END**

**ENDORSEMENT#** (Continued)

This endorsement, effective \_\_\_\_\_ forms a part of  
 Policy number: \_\_\_\_\_  
 Issued to: \_\_\_\_\_

By: \_\_\_\_\_

|  |    |                                           |           |          |            |                |
|--|----|-------------------------------------------|-----------|----------|------------|----------------|
|  | c. | Computer<br>Fraud<br>Coverage<br>Sublimit | \$100,000 | \$25,000 | 01/01/2020 | Not Applicable |
|--|----|-------------------------------------------|-----------|----------|------------|----------------|

If "Not Covered" is written as the applicable **Sublimit of Liability** for any Insuring Agreement above, or if no amount (or an amount of "\$0") is set as the applicable **Sublimit of Liability** for an Insuring Agreement, no coverage is provided under this **Cyber Crime Coverage Section** for such Insuring Agreement, nor shall the coverage described by such Insuring Agreement be provided by any other Insuring Agreement in this **Coverage Section**.

## II.

The following **Cyber Crime Coverage Section** is added to the policy:

### **CYBER CRIME COVERAGE** ("Cyber Crime Coverage Section")

#### **THIS IS A DISCOVERY COVERAGE SECTION AND A FIRST PARTY COVERAGE SECTION**

**Notice:** Pursuant to Clause 1. **TERMS AND CONDITIONS** of the **General Terms and Conditions**, the **General Terms and Conditions** are incorporated by reference into, made a part of, and are expressly applicable to this **Cyber Crime Coverage Section**, unless otherwise explicitly stated to the contrary in the **General Terms and Conditions** or in this **Cyber Crime Coverage Section**.

In consideration of the payment of the premium, and each of their respective rights and obligations in this policy, the **Insureds** and the **Insurer** agree as follows:

#### **1. INSURING AGREEMENTS**

Solely with respect to a **Loss** first discovered during the **Policy Period** and reported to the **Insurer** pursuant to the terms of this policy, this **Coverage Section** affords the following coverages:

##### **A. IMPERSONATION FRAUD COVERAGE**

The **Insurer** will indemnify the **Insured** for **Impersonation Fraud Loss**, excess of the applicable Retention.

©All rights reserved.

**END**

**ENDORSEMENT#** (Continued)

This endorsement, effective \_\_\_\_\_ forms a part of  
 Policy number: \_\_\_\_\_  
 Issued to: \_\_\_\_\_

By: \_\_\_\_\_

**B. FUNDS TRANSFER FRAUD COVERAGE**

The **Insurer** will indemnify the **Insured** for **Funds Transfer Fraud Loss**, excess of the applicable Retention.

**C. COMPUTER FRAUD COVERAGE**

The **Insurer** will indemnify the **Insured** for **Computer Fraud Loss**, excess of the applicable Retention.

**2. DEFINITIONS:**

- (1) **"Assets"** means **Money, Securities** or other tangible property owned by the **Insured** or held by the **Insured**, whether pursuant to a written contract or not. **Assets** do not include income, interest or dividends that was not in fact earned or that potentially could have been earned by the **Insured** on such **Money, Securities** or other tangible property.
- (2) **"Client"** means any person, firm, company, corporation, organization, association or other entity to whom the **Insured** provides goods or services for a fee pursuant to a legitimate written contract that pre-exists the date of discovery of the **Loss** that is the subject of the **Insured's** claim.
- (3) **"Computer Fraud"** means the unlawful taking of **Assets** under the direct or indirect control of an **Insured's Computer System** by means of:
  - (i) the fraudulent accessing of such **Computer System**;
  - (ii) the insertion of fraudulent data or instructions into such **Computer System**; or
  - (iii) the fraudulent alteration of data, programs, or routines in such **Computer System**.
- (4) **"Computer Fraud Loss"** means the direct deprivation of the **Insured** of **Assets** resulting directly from **Computer Fraud** by a single act or a series of related acts.
- (5) **"Computer System"** means any computer hardware, software or any components thereof that are linked together through a network of two or more devices accessible through the Internet, internal network or connected with data storage or other peripheral devices (including, without limitation, wireless and mobile devices), and are under ownership, operation or control of, or leased by, a **Company**.

©All rights reserved.

**END**

Attachment: Cyber policy (Cyber Coverage with Willis Tower Watson)

**ENDORSEMENT#** (Continued)

This endorsement, effective \_\_\_\_\_ forms a part of  
 Policy number: \_\_\_\_\_  
 Issued to: \_\_\_\_\_

By: \_\_\_\_\_

For this **Coverage Section**, "**Computer System**" also means "cloud computing" and other hosted resources operated by a third party service provider for the purpose of providing hosted computer resources to a **Company** as provided in a written contract between such third party and a **Company**.

- (6) "**First Party Event**" means any **Fraudulently-Induced Instruction**, **Computer Fraud**, or **Funds Transfer Fraud**.
- (7) "**Financial Institution**" means:
- (i) a banking, savings or thrift institution; or
  - (ii) a stockbroker, mutual fund, liquid assets fund or similar investment institution.
- (8) "**Fraudulently-Induced Instruction**" means an electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction directing a **Financial Institution** to transfer, pay or deliver **Funds** from a **Transfer Account**, communicated by the **Insured** or an employee of the **Insured** and based upon an instruction received and relied upon by the **Insured** or the employee which was transmitted:
- (i) by a person purporting to be a director, officer, partner, member, sole proprietor or other employee of the **Insured**, who was authorized by the **Insured** to instruct other employees of the **Insured** to transfer, pay or deliver **Funds**—or by an individual acting in collusion with such purported director, officer, partner, member, sole proprietor or other employee—but which was in fact fraudulently transmitted by someone else without the knowledge of the **Insured** or the employee; or
  - (ii) by a person purporting to be a director, officer, partner, member, sole proprietor or employee of a **Vendor** or **Client** of the **Insured**—or by an individual acting in collusion with such purported director, officer, partner, member, sole proprietor or employee—but which was in fact fraudulently transmitted by someone else without the knowledge of the **Insured** or the employee; provided, however, **Fraudulently-Induced Instruction** shall not include any such instruction transmitted by an actual director, officer, partner, member, sole proprietor or employee of the **Vendor** or **Client** who was acting in collusion with any third party in submitting such instruction.

©All rights reserved.

**END**

**ENDORSEMENT#** (Continued)

This endorsement, effective \_\_\_\_\_ forms a part of  
 Policy number: \_\_\_\_\_  
 Issued to: \_\_\_\_\_

By: \_\_\_\_\_

(9) **"Funds"** means a credit balance in a **Transfer Account**.

(10) **"Funds Transfer Fraud"** means:

- (i) fraudulent electronic, e-mail, telegraphic, cable, teletype, telefacsimile, or telephone instructions issued to a **Financial Institution** to debit a **Transfer Account** and to transfer, pay or deliver **Funds** from said **Transfer Account** which instructions purport to have been transmitted by the **Insured** or by a person duly authorized by the **Insured** to issue such instructions but which have been fraudulently transmitted by another; and
- (ii) fraudulent written instructions to a **Financial Institution** to debit a **Transfer Account** and to transfer, pay or deliver **Funds** from said **Transfer Account** through an electronic funds transfer system at specified times or under specified conditions, which written instructions purport to have been duly issued by the **Insured** but which have been fraudulently issued, forged or altered by another.

(11) **"Funds Transfer Fraud Loss"** means the direct deprivation of the **Insured** of **Funds** resulting directly from **Funds Transfer Fraud** by a single act or a series of related acts.

(12) **"Impersonation Fraud Loss"** means the direct deprivation of the **Insured** of **Funds** resulting directly from **Fraudulently-Induced Instructions** by a single act or a series of related acts.

(13) **"Insured"** means a **Company**.

(14) **"Loss"** means an **Impersonation Fraud Loss, Funds Transfer Fraud Loss** or **Computer Fraud Loss**.

(15) **"Money"** means currency, coins, bank notes and bullion, traveler's checks, registered checks and money orders held for sale to the public.

(16) **"Securities"** mean all negotiable and non-negotiable instruments or contracts representing either money or property and include revenue and other stamps in current use, tokens and tickets, but do not include **Money**.

©All rights reserved.

**END**



**ENDORSEMENT#** (Continued)

This endorsement, effective \_\_\_\_\_ forms a part of  
 Policy number: \_\_\_\_\_  
 Issued to: \_\_\_\_\_

By: \_\_\_\_\_

- (17) **"Transfer Account"** means an account, maintained by the **Insured** at a **Financial Institution**, from which the **Insured** or the **Insured's** authorized representatives may cause the transfer, payment or delivery of **Funds**:
- (i) by means of electronic, e-mail, telegraphic, cable, teletype, telefacsimile or telephone instructions (communicated directly or through a cash management service or funds transfer system); or
  - (ii) by means of written instructions establishing the conditions under which such transfers are to be initiated by such **Financial Institution** through an electronic funds transfer system.
- (18) **"Vendor"** means any person, firm, company, corporation, organization, association or other entity that provides goods or services to the **Insured** pursuant to a legitimate relationship that pre-exists the date of discovery of the **Loss** that is the subject of the **Insured's** claim.

### 3. EXCLUSIONS

The coverage afforded by this **Coverage Section** does not apply to:

- (a) **Loss** resulting from any **Fraudulently-Induced Instruction, Funds Transfer Fraud, or Computer Fraud** occurring prior to the applicable **Retroactive Date**, if as of such date any personnel in the office of any member of the **Control Group** (or the Risk Management Department, Internal Audit Department or Human Resources/Personnel Department (or functional equivalent) of the **Insured**), or any partner or owner of the **Insured**, knew or could have reasonably foreseen that such **Fraudulently-Induced Instruction, Funds Transfer Fraud, or Computer Fraud** could lead to a **Loss**;
- (b) **Loss** resulting from theft or any other fraudulent, dishonest or criminal act by the **Insured**, or any partner, owner, trustee, governor, management committee members, members of the management board, director, employee or leased worker of the **Insured**, whether acting alone or in collusion with others;
- (c) **Loss** resulting from theft or any other fraudulent, dishonest or criminal act by a **Client**, or any partner, owner, trustee, governor, management committee members, members of the management board, director, employee or leased worker of a **Client**, whether acting alone or in collusion with others;
- (d) **Loss** resulting from theft or any other fraudulent, dishonest or criminal act by a

©All rights reserved.

**END**

**ENDORSEMENT#** (Continued)

This endorsement, effective \_\_\_\_\_ forms a part of  
 Policy number: \_\_\_\_\_  
 Issued to: \_\_\_\_\_

By: \_\_\_\_\_

**Vendor**, or any partner, owner, trustee, governor, management committee members, members of the management board, director, employee or leased worker of the **Vendor**, whether acting alone or in collusion with others;

- (e) the costs of defending any legal proceeding brought against the **Insured**, or the fees, costs or expenses incurred or paid by the **Insured** in prosecuting or defending any legal proceeding;
- (f) **Loss** arising out of war, invasion, military action (whether war is declared or not), civil war, mutiny, popular or military uprising, insurrection, rebellion, revolution, military or usurped power, or any action taken to hinder or defend against any of these events;
- (g) **Loss** resulting directly or indirectly from the actual or alleged use of credit, debit, charge, access, electronic benefit transfer, convenience, cash management or other cards;
- (h) **Loss** to the extent that such **Loss** has been reversed or returned by a credit card company or **Financial Institution**;
- (i) **Loss** arising out of accounting or arithmetical errors or omissions;
- (j) loss of potential income, including interest and dividends, of the **Insured**, a **Client**, a **Vendor** or any third party;
- (k) any fines, penalties, consequential damages, punitive damages, expenses as a result of regularly scheduled recurring or routine regulatory examinations, or compliance activities or non-monetary relief, including without limitation, injunctive relief, or other equitable remedies of any type for which the **Insured** is legally liable;
- (l) **Loss** resulting from any **Fraudulently-Induced Instruction, Computer Fraud or Funds Transfer Fraud** caused by a **Financial Institution**, or any electronic funds transfer system, or electronic data processor, except to the extent that it is excess of any indemnity or other insurance provided for the benefit of customers of any of the aforesaid;
- (m) **Loss** resulting from **Computer Fraud** arising out of the giving or surrendering of **Assets** in any exchange or purchase, whether legitimate or fraudulent;
- (n) **Loss** resulting from **Computer Fraud** which induces the **Insured** to make any purchase or sale, whether legitimate or fraudulent;

©All rights reserved.

**END**

**ENDORSEMENT#** (Continued)

This endorsement, effective \_\_\_\_\_ forms a part of  
 Policy number: \_\_\_\_\_  
 Issued to: \_\_\_\_\_

By: \_\_\_\_\_

- (o) **Loss** resulting from **Computer Fraud** arising out of unintentional errors or omissions;
- (p) loss of computer time or use due to **Computer Fraud**;
- (q) **Loss** resulting from the loss of or damage to manuscripts, books of account or records maintained in any format or medium;
- (r) **Loss** resulting directly or indirectly from any authorized or unauthorized trading of **Money, Securities** or other tangible property whether or not in the name of the **Insured** and whether or not in a genuine or fictitious account;
- (s) **Loss** that is an indirect or consequential result of any **Impersonation Fraud Loss, Funds Transfer Fraud Loss, or Computer Fraud Loss**, including but not limited to loss resulting from payment of damages of any type for which the **Insured** is legally liable; or
- (t) **Loss** resulting directly or indirectly from the (i) theft, disappearance or destruction of; (ii) unauthorized use or disclosure of; (iii) unauthorized access to; or (iv) failure to protect any:
  - (1) confidential or non-public; or
  - (2) personal or personally identifiable;

information that any person or entity has a duty to protect under any law, rule or regulation, under any agreement, or any industry guideline or standard.

Notwithstanding the foregoing, however, this exclusion shall not apply to the extent that any **Impersonation Fraud Loss, Funds Transfer Fraud Loss, or Computer Fraud Loss** results directly from the unauthorized use or disclosure of a password or other user credential information.

It is further understood and agreed that except as provided in the **IMPERSONATION FRAUD COVERAGE** Insuring Agreement of this **Coverage Section**, the coverage afforded by this **Coverage Section** does not apply to any loss resulting directly or indirectly from reliance by the **Insured** or an employee of the **Insured** upon any transfer, payment or account-related instruction transmitted by an imposter purporting to be a customer, **Client, Vendor**, director, officer, partner, member, sole proprietor, employee, or agent of the **Insured**.

#### 4. NOTICE & DISCOVERY OF LOSS

©All rights reserved.

**END**

Attachment: Cyber policy (Cyber Coverage with Willis Tower Watson)

**ENDORSEMENT#** (Continued)

This endorsement, effective \_\_\_\_\_ forms a part of  
 Policy number: \_\_\_\_\_  
 Issued to: \_\_\_\_\_

By: \_\_\_\_\_

With respect to this **Cyber Crime Coverage Section**, discovery of **Loss** by the **Insured** occurs when any personnel in the office of any member of the **Control Group** (or the Risk Management Department, Internal Audit Department or Human Resources/Personnel Department (or functional equivalent) of the **Insured**) or any partner or owner of the **Insured** first becomes aware of facts which would cause a reasonable person to believe that a **Loss** covered by this insurance has been or will be incurred, even though the exact amount or details may not then be known.

In addition to the provisions of Clause 6. **NOTICE** of the **General Terms and Conditions**, and before coverage will apply for **Loss** under this **Cyber Crime Coverage Section**, each **Insured** must also:

- (a) complete and sign a written, detailed and affirmed proof of loss within ninety (90) days after the discovery of any **Loss** (unless such period has been extended by the **Insurer** in writing) which shall include, among any other pertinent information:
  - (1) a full description of such **Loss** and the circumstances surrounding such **Loss**, which shall include, among any other necessary information, the time, place and cause of the **Loss**;
  - (2) a detailed calculation of any **Loss**; and
  - (3) all underlying documents and materials that reasonably relate to or form any part of the proof of such **Loss**;
- (b) upon the **Insurer's** request, submit to an examination under oath;
- (c) immediately record the specifics of any **Loss** and the date such **Insured** first became aware of such **Loss**;
- (d) give notice to law enforcement authorities; and
- (e) provide the **Insurer** with any cooperation and assistance that the **Insurer** may request, including assisting the **Insurer** in:
  - (1) any investigation of a **Loss** or circumstance;
  - (2) enforcing any legal rights an **Insured** or the **Insurer** may have against anyone who may be liable to an **Insured**; and
  - (3) executing any documents that the **Insurer** deems necessary to secure its rights under this policy.

The costs and expenses of establishing or proving an **Insured's Loss** under this **Cyber Crime Coverage Section**, including, without limitation, those connected with preparing

©All rights reserved.

**END**

**ENDORSEMENT#** (Continued)

This endorsement, effective \_\_\_\_\_ forms a part of  
 Policy number: \_\_\_\_\_  
 Issued to: \_\_\_\_\_

By: \_\_\_\_\_

a proof of loss, shall be such **Insured's** obligation, and are not covered under this policy.

## 5. LIMIT OF LIABILITY

The following provisions shall apply in addition to the provisions of Clause 4. **LIMIT OF LIABILITY** of the **General Terms and Conditions**:

It is understood and agreed that:

- (1) The **Impersonation Fraud Coverage Sublimit** listed in the Declarations is the **Insurer's** maximum liability for all **Loss** under Insuring Agreement **A. IMPERSONATION FRAUD COVERAGE** of this **Coverage Section**. The **Impersonation Fraud Coverage Sublimit** is part of, and not in addition to, the **Cyber Crime Coverage Section's Sublimit of Liability** and the **Limit of Liability**.
- (2) The **Funds Transfer Fraud Coverage Sublimit** listed in the Declarations is the **Insurer's** maximum liability for all **Loss** under Insuring Agreement **B. FUNDS TRANSFER FRAUD COVERAGE** of this **Coverage Section**. The **Funds Transfer Fraud Coverage Sublimit** is part of, and not in addition to, the **Cyber Crime Coverage Section's Sublimit of Liability** and the **Limit of Liability**.
- (3) The **Computer Fraud Coverage Sublimit** listed in the Declarations is the **Insurer's** maximum liability for all **Loss** under Insuring Agreement **C. COMPUTER FRAUD COVERAGE**. The **Computer Fraud Coverage Sublimit** is part of, and not in addition to, the **Cyber Crime Coverage Section's Sublimit of Liability** and the **Limit of Liability**.
- (4) Coverage provided by this **Cyber Crime Coverage Section** will be in excess of any other valid and collectible crime insurance or indemnity available to the **Insured**.
- (5) With respect to any **Loss** covered under this policy for which coverage is also provided by one or more other policies issued by the **Insurer** or any affiliate thereof, including any renewal or replacement thereof (the "**Other Policy**"), the most the **Insurer** or such affiliate shall pay under both policies combined shall not be greater than this **Coverage Section's Sublimit of Liability** or the **Other Policy's** applicable limit of liability, whichever is higher.
- (6) Subject to paragraph (1) above, if coverage for a **Loss** is sought by the **Named Entity** under both this policy and the **Other Policy**, the **Insurer** will only be liable

©All rights reserved.

**END**

Attachment: Cyber policy (Cyber Coverage with Willis Tower Watson)

**ENDORSEMENT#** (Continued)

This endorsement, effective \_\_\_\_\_ forms a part of  
 Policy number: \_\_\_\_\_  
 Issued to: \_\_\_\_\_

By: \_\_\_\_\_

under this policy for the **Insurer's** pro-rata portion of the **Loss**. The **Insurer's** pro-rata portion of the **Loss** shall not be greater than the proportion of the **Loss** that this policy's applicable limit(s) of coverage bears to the total of the applicable limits of liability of both policies.

Nothing in this foregoing shall be construed to increase either the **Cyber Crime Coverage Section's Sublimit of Liability** or the **Limit of Liability**.

## 6. BASIS OF VALUATION OF LOSS

If a foreign currency (a currency other than the currency in which this policy is written) is involved in a covered **Loss** sustained by the **Insured**, then for the purpose of any required calculation in the settlement of covered **Loss**, the rate of exchange shall be the rate as published in the Wall Street Journal on the date of discovery of the **Loss**.

## 7. SUBROGATION

The following provisions shall apply in addition to the provisions of Clause 11. **SUBROGATION** of the **General Terms and Conditions**:

In the event of any payment under the **Cyber Crime Coverage Section**, the **Insurer** shall be subrogated to the extent of the payment to all of the **Insured's** rights of recovery. The **Insured** shall execute all papers required and shall do everything necessary to secure and preserve the rights, including the execution of the documents necessary to enable to **Insurer** effectively to bring suit in the name of the **Insured**. And, the **Insured** shall do nothing after discovery of **Loss** to prejudice the rights of recovery.

Recoveries (except from sureties, insurance, reinsurance or indemnity), less the actual cost of recovery, made after a covered **Loss** will be distributed as follows:

- First, the **Insured** shall be reimbursed for covered **Loss** exceeding the applicable **Sublimit of Liability** and the applicable Retention;
- Second, the **Insurer** shall be reimbursed for the settlement made; and
- Third, the **Insured** shall be reimbursed for covered **Loss** equal to the Retention amount.

©All rights reserved.

**END**

**ENDORSEMENT#** (Continued)

This endorsement, effective  
Policy number:  
Issued to:

forms a part of

By:

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

SPECIMEN

Attachment: Cyber policy (Cyber Coverage with Willis Tower Watson)



AUTHORIZED REPRESENTATIVE

©All rights reserved.

**END**

ENDORSEMENT#

This endorsement, effective at  
 Policy number  
 Issued to:

forms a part of

By:  
 Product Name:

**REPUTATION-BASED INCOME LOSS COVERAGE ENDORSEMENT**

**This endorsement amends the Event Management Coverage Section.**

## ENDORSEMENT SCHEDULE

|                                        |                     |
|----------------------------------------|---------------------|
| <b>Reputation Income Loss Sublimit</b> | <b>\$ 1,000,000</b> |
| <b>Waiting Period</b>                  | <b>14 Days</b>      |

In consideration of the premium charged, it is hereby understood and agreed that the **Event Management Coverage Section** of the policy is amended as follows:

1. The following clause is added to the end of the **Event Management Coverage Section** and is solely with respect to **Adverse Publicity** concerning a **Security Failure** or **Privacy Event** first discovered during the **Policy Period**:

**REPUTATION INCOME LOSS INSURING AGREEMENT**

The **Insurer** shall pay all **Loss** in excess of the applicable Retention that an **Insured** incurs after the **Waiting Period** solely as a result of **Adverse Publicity** concerning an actual or alleged **Security Failure** or **Privacy Event**.

2. Solely with respect to the coverage afforded under this endorsement, the following definitions are added to Clause 2. **DEFINITIONS**:

RI(a) "**Adverse Publicity**" means the dissemination via any medium (including but not limited to dissemination via print, video, audio, electronic, or digital or digitized form) of previously non-public information specifically concerning an actual or alleged **Security Failure** or **Privacy Event** affecting an **Insured's** customers, clients or patients. In determining the applicable **Waiting Period** and **Period of Indemnity**, all **Adverse Publicity** relating to the same **Security Failure** or **Privacy Event** or any **Related Acts** thereto shall be deemed to occur at the time of the first such **Adverse Publicity**.

RI(b) "**Period of Indemnity**" means the six (6) month period of time beginning at the conclusion of the **Waiting Period**.

RI(c) "**Waiting Period**" means the amount of time set forth in the ENDORSEMENT SCHEDULE that must elapse after the **Adverse Publicity**.

Attachment: Cyber policy (Cyber Coverage with Willis Tower Watson)



3. Solely with respect to the coverage afforded in this endorsement, the definition of "**Loss**" in paragraph 2(h) is deleted in its entirety and replaced with the following:

(h) "**Loss**" means the Net Income (Net Profit before income taxes) that would have been earned by the **Insured** during the **Period of Indemnity** but for the **Adverse Publicity**.

4. Solely with respect to the coverage afforded in this endorsement, the definition of "**First Party Event**" in paragraph 2(e) is amended to include any **Adverse Publicity**.

5. In addition to the exclusions set forth in Clause 3. **EXCLUSIONS**, the following also apply to the coverage afforded by this endorsement:

The **Insurer** shall not be liable to make any payment for **Loss**:

- (a) for the fees or expenses for the services of a public relations firm, crisis management firm or law firm to advise an **Insured** on minimizing the harm to an **Insured's** brand or reputation or restoring public confidence in an **Insured**.
- (b) for public relations expenses, advertising expenses, or expenses to notify those persons or entities that may have been affected by the **Security Failure** or **Privacy Event**.
- (c) arising out of, based upon or attributable to **Adverse Publicity** that refers or relates to the security or privacy of other entities in the same or similar business or industry as an **Insured**, including an **Insured's** competitors, unless there are specific assertions as to a **Security Failure** or **Privacy Event** affecting the **Insured**.
- (d) for any liability to third parties regardless of reason, including, without limitation, any legal costs and expenses, liquidated damages, contractual penalties, civil or criminal fines or penalties, or consequential damages.
- (e) for any **Loss** resulting from an actual interruption or suspension of an **Insured's** business directly caused by a **Security Failure**.

## 6. NOTICE

- a. Solely with respect to the coverage afforded under this endorsement, subparagraph (a) of Clause 4. **NOTICE** is deleted in its entirety and replaced with the following:

(a) complete and sign a written, detailed and affirmed proof of loss no earlier than ninety (90) days after, and no later than one hundred fifty (150) days after, the end of the **Period of Indemnity** (unless such requirement has been modified by the **Insurer** in writing) which shall include, along with any other pertinent information:

- (1) a full description of such **Loss** and the circumstances surrounding such **Loss**, which shall include, among any other necessary information, the time, place and cause of the **Loss**;
- (2) a detailed calculation of any **Loss**; and
- (3) all underlying documents and materials that reasonably relate to or form a part of the basis of the proof of such **Loss**.

b. Subparagraph (c) of Clause 4. **NOTICE** is deleted in its entirety and replaced with the following:

(c) immediately record the specifics of any **Loss, Security Failure, Privacy Event or Adverse Publicity** and the date such **Insured** first became aware of such **Loss, Security Failure, Privacy Event or Adverse Publicity**.

## 7. **SUBLIMIT OF LIABILITY**

The maximum liability of the **Insurer** for all **Loss** for which coverage is provided by this endorsement shall be the **Reputation Income Loss Sublimit** set forth in the ENDORSEMENT SCHEDULE. The **Reputation Income Loss Sublimit** is part of, and not in addition to, the **Limit of Liability** and the **Sublimit of Liability** for the **Event Management Coverage Section**.

## 8. **CONDITIONS**

Solely with respect to the coverage afforded by this endorsement, due consideration shall be given to the following conditions when calculating **Loss**:

- (a) the experience of the **Insured's** business before the **Adverse Publicity** and probable experience thereafter during the **Period of Indemnity** had no **Adverse Publicity** occurred and to the continuation of only those normal charges and expenses that would have existed had no **Adverse Publicity** occurred.
  - (b) any **Loss** made up during, or within a reasonable time after the end of, the **Period of Indemnity**.
9. Solely with respect to the coverage afforded by this endorsement, Clause 15. **DISPUTE RESOLUTION PROCESS** of the **General Terms and Conditions** is deleted in its entirety and replaced with the following **APPRAISAL** clause:

### **APPRAISAL**

Notwithstanding any other provision of this policy to the contrary, if the **Named Entity** and the **Insurer** disagree on the amount of **Loss**, either may make a written demand for an appraisal of such **Loss**. If such demand is made, each party will select a competent and impartial appraiser. The appraisers will then jointly select an umpire. If the appraisers cannot agree on an umpire, they may request that selection be made by a judge of a court having jurisdiction. Each appraiser will separately state the amount of **Loss**. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two of these three will be binding.

Such **Insured** and the **Insurer** will:

- (a) pay their respective chosen appraiser; and
- (b) bear the expenses of the umpire equally.

Any appraisal of **Loss** shall be calculated in accordance with all terms, conditions and exclusions of this policy.

ENDORSEMENT#

(continued)

If there is an appraisal, it is without prejudice to the **Insurer's** rights under the terms and conditions of this policy and the **Insurer's** right to deny the claim in whole or in part.

Attachment: Cyber policy (Cyber Coverage with Willis Tower Watson)

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

---

AUTHORIZED REPRESENTATIVE

ENDORSEMENT#

This endorsement, effective  
policy number  
issued to

forms a part of

by

**WRONGFUL COLLECTION COVERAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**Specialty Risk Protector®****Security and Privacy Coverage Section**

In consideration of the premium charged, it is hereby understood and agreed that in Clause 2. **DEFINITIONS** of the **Security and Privacy Coverage Section**, Paragraph (l), the definition of "**Privacy Event**" is amended to include the following sentence at the end thereof:

"**Privacy Event**" also means the wrongful collection of **Confidential Information** by an **Insured** on or after the **Retroactive Date** and prior to the end of the **Policy Period**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

---

AUTHORIZED REPRESENTATIVE

Attachment: Cyber policy (Cyber Coverage with Willis Tower Watson)

**ENDORSEMENT#**

This endorsement, effective at  
 Policy number  
 Issued to:

forms a part of

By:

Product Name:

**FEDERAL SHARE OF COMPENSATION UNDER TRIA AND CAP ON LOSSES  
 ENDORSEMENT**

This endorsement modifies insurance provided by this Policy:

**DISCLOSURE**

You should know that where coverage is provided by this Policy for losses resulting from "Certified Acts of Terrorism" (as defined by Section 102 (1) of United States Terrorism Risk Insurance Act), such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your Policy may contain other exclusions which might affect your coverage such as, an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning January 1, 2018; 81% beginning January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

You should also know that the Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits United States Government reimbursement as well as insurers' liability for losses resulting from "Certified Acts of Terrorism" when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion in a calendar year and if we have met our insurer deductible, we are not liable for the payment of any portion of the amount of such losses that exceeds \$100 billion; and for aggregate insured losses up to \$100 billion, we will only pay a pro rata share of such insured losses as determined by the Secretary of the Treasury.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

---

AUTHORIZED REPRESENTATIVE

Attachment: Cyber policy (Cyber Coverage with Willis Tower Watson)

**ENDORSEMENT#**

This endorsement, effective  
policy number  
issued to

forms a part of

by

## FORMS INDEX ENDORSEMENT

The contents of the Policy is comprised of the following forms:

| FORM NUMBER | EDITION<br>DATE | FORM TITLE |
|-------------|-----------------|------------|
|             |                 |            |

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

**Attachment: Cyber policy (Cyber Coverage with Willis Tower Watson)**

AUTHORIZED REPRESENTATIVE

| MARKET INFORMATION   | AIG                                                      |
|----------------------|----------------------------------------------------------|
| ISSUING COMPANY      | NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA. |
| ADMITTED/NONADMITTED | Admitted                                                 |
| FORM NAME            | SPECIALTY RISK PROTECTOR                                 |

| COVERAGE SUMMARY | Expiring            | Renewal             |
|------------------|---------------------|---------------------|
| POLICY PERIOD    | 1/1/2020 - 1/1/2021 | 1/1/2021 - 1/1/2020 |
| RETROACTIVE DATE | Full Prior Acts     | Full Prior Acts     |
| CONTINUITY DATE  | 1/1/2018            | 1/1/2018            |
| POLICY AGGREGATE | \$2,000,000         | \$2,000,000         |

| 3RD PARTY COVERAGE |             |             |
|--------------------|-------------|-------------|
| SECURITY & PRIVACY | \$2,000,000 | \$2,000,000 |
| REGULATORY FINES   |             |             |
| PCI FINES          |             |             |
| MEDIA LIABILITY    |             |             |
| RETENTION          | \$15,000    | \$25,000    |

| BREACH RESPONSE COVERAGE                             |             |             |
|------------------------------------------------------|-------------|-------------|
| NOTIFICATION/CREDIT MONITORING                       | \$2,000,000 | \$2,000,000 |
| FORENSIC/INVESTIGATION                               |             |             |
| PUBLIC RELATIONS/CRISIS MANAGEMENT                   |             |             |
| LEGAL EXPENSE                                        |             |             |
| RETENTION/THRESHOLD - NOTIFICATION/CREDIT MONITORING | \$15,000    | \$25,000    |
| RETENTION/THRESHOLD - OTHER BREACH RESPONSE COSTS    |             |             |

| 1ST PARTY COVERAGE                 |                                                  |                                                   |
|------------------------------------|--------------------------------------------------|---------------------------------------------------|
| NETWORK BUSINESS INTERRUPTION      | \$2,000,000                                      | \$2,000,000                                       |
| NBI due to SYSTEM FAILURE          |                                                  |                                                   |
| DEPENDENT BUSINESS INTERRUPTION    | IT/Non-IT Provider: \$2,000,000                  | IT/Non-IT Provider: \$2,000,000                   |
| DBI due to SYSTEM FAILURE          | Outsource Provider: \$1,000,000                  | Other Provider: \$1,000,000                       |
| VOLUNTARY SHUTDOWN                 | Included                                         | Included                                          |
| Coverage Trigger, interruption of: | Business                                         | Business                                          |
| RETENTION/WAITING PERIOD           | \$15,000 / 10 hours / 12 hours for SF/DBI<br>SF  | \$25,000 / 10 hours / 12 hours for SF / DBI<br>SF |
| PERIOD OF RESTORATION              | end of disruption + 150 days                     | end of disruption + 150 days                      |
| DATA RESTORATION                   | \$2,000,000                                      | \$2,000,000                                       |
| CYBER RESTORATION/ RANSOMWARE      | \$2,000,000                                      | \$2,000,000                                       |
| REPUTATIONAL HARM                  | \$1,000,000                                      | \$1,000,000                                       |
| FRAUDULENT INSTRUCTION             | \$100,000                                        | \$100,000                                         |
| BRICKING                           | \$2,000,000                                      | \$2,000,000                                       |
| RETENTION                          | \$15,000 / 14 day waiting period for rep<br>harm | \$25,000 / 14 day waiting period for rep<br>harm  |

|                  |                                                                                                                        |                                                                                                                        |
|------------------|------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|
| PREMIUM          | \$12,586                                                                                                               | \$15,822                                                                                                               |
| RATABLE REVENUE  | \$45,714,668                                                                                                           | \$48,305,469                                                                                                           |
| COMMISSION       | 20.00%                                                                                                                 | 20.00%                                                                                                                 |
| SUBJECTIVITIES   | N/A                                                                                                                    | 1. Completed, signed and dated AIG Cyber application [PRIOR TO BINDING]                                                |
| NOTES            | Funds Transfer Fraud: \$100K<br>Computer Fraud: \$100K<br>wrongful collection coverage<br>Proof of Loss: \$50K x \$50K | Funds Transfer Fraud: \$100K<br>Computer Fraud: \$100K<br>wrongful collection coverage<br>Proof of Loss: \$50K x \$50K |
| QUOTE EXPIRATION | N/A                                                                                                                    | 1/1/2021                                                                                                               |

| LIABILITY COVERAGE ('THIRD PARTY' COVERAGE) |                                                                                                                                                                                                                                                                              |
|---------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Privacy Liability                           | Liability costs associated with an inability to protect personally identifiable information, personal health information or a third party's corporate confidential information.                                                                                              |
| Network Security Liability                  | Liability costs associated with an inability to prevent a computer attack against your computer network or a third party's network.                                                                                                                                          |
| Regulatory Fines                            | Fines assessed by a federal, state, local or international regulatory body due to a data breach.                                                                                                                                                                             |
| PCI Fines                                   | Costs associated with any written demand from a Payment Card Association (Mastercard, VISA, AMEX) or bank processing payment card transactions for a monetary assessment in connection with non-compliance with PCI Data Security Standard as a result of a security breach. |
| Media Liability                             | Liability associated with disseminated content, including social media content.                                                                                                                                                                                              |
| LIABILITY MITIGATION COVERAGE               |                                                                                                                                                                                                                                                                              |
| Breach Response Costs                       | Direct costs expended to respond to a privacy incident. Costs typically include legal, public relations, notification, identity theft restoration, credit monitoring and forensic investigation expenses.                                                                    |
| FIRST PARTY COVERAGE                        |                                                                                                                                                                                                                                                                              |
| Income Loss / Extra Expense                 | Income Loss / Extra Expense associated with a computer attack or system failure which disables your network.                                                                                                                                                                 |
| Data Reconstruction                         | Costs to recreate, recollect data lost, stolen or corrupted due to an inability to prevent a computer attack against your network.                                                                                                                                           |
| Extortion Costs                             | Costs expended to comply with a cyber extortion demand.                                                                                                                                                                                                                      |



The information contained in this document provides only a general overview of subjects covered, is not intended to be taken as advice regarding any individual situation, and should not be relied upon as such. Insureds should consult their insurance and legal advisors regarding specific coverage issues. All insurance coverage is subject to the terms, conditions, and exclusions of the applicable individual policies. Willis cannot provide any assurance that insurance can be obtained for any particular client or for any particular risk.

**City Auditor's Office****Stephen Cicak****7232 E. Main Street****Reynoldsburg OHIO 43068****614/322-6858 Phone****ORDINANCE REQUEST****DATE:** December 7, 2020**TO:** Finance and Administration Committee**RE:** Statement of necessity for Emergency passage: CARES Act funds must be appropriated and spent by December 30, 2020.

Approval:

|                         |                          |                            |
|-------------------------|--------------------------|----------------------------|
| Completed<br>Joe Begeny | Completed<br>Chris Shook | Completed<br>Stephen Cicak |
|-------------------------|--------------------------|----------------------------|

Emergency/Suspension: Emergency

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

**Appropriate the additional CARES ACT funds received from FRANKLIN, LICKING, AND FAIRFIELD COUNTIES in the amounts of \$122,050.10 (Franklin Account 203.000.5529 Misc Dist), \$38,795.35 (Licking Account 204.000.5529), and \$3,842.80 (Fairfield Account 205.000.5529) Total Additional CARES ACT \$164,688.25**

**City of Reynoldsburg elects to utilize CARES Act fund for payroll expenses and benefits for public safety employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.**

Statement of necessity for Emergency passage: CARES Act funds must be appropriated and spent by December 30, 2020.

**AN ORDINANCE TO ENCUMBER THE UNENCUMBERED BALANCE OF THE CARES ACT FUND TO BE USED FOR PAYROLL EXPENSES FOR PUBLIC SAFETY EMPLOYEES WHOSE SERVICES WERE SUBSTANTIALLY DEDICATED TO MITIGATING OR RESPONDING TO THE COVID-19 PUBLIC HEALTH EMERGENCY, AND DECLARING AN EMERGENCY**

## **City Auditor's Office**

**Stephen Cicak**

**7232 E. Main Street**

**Reynoldsburg OHIO 43068**

**614/322-6858 Phone**

WHEREAS, the United States Treasury Department ("Treasury Department") issued guidance on September 2, 2020 indicating that local governments may utilize CARES Act funds for "payroll and benefits expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 health emergency"; and

WHEREAS, the Treasury Department has further stated that the "full amount of payroll and benefits expenses of substantially dedicated employees may be covered using payments from the Fund"; and

WHEREAS, the Treasury Department states, in recognition of the particular importance of public safety workers, that local governments may presume public safety employees meet the substantially dedicated test; and

WHEREAS, the Ohio Office of Management and Budget issued guidance consistent with that of the Treasury Department, stating that the substantially dedicated presumption includes police officers and those who directly support police officers such as dispatchers and supervisory personnel; and

WHEREAS, the City of Reynoldsburg has identified our public safety employees in the Reynoldsburg Police Department as substantially dedicated to mitigating or responding to the COVID-19 health emergency, such that CARES Act funds may be used for payroll expenses and benefits for their services; and

WHEREAS, from March 7, 2020 through October 30, 2020, the City of Reynoldsburg expended a total of \$6,080,797.02 for public safety payroll expenses and benefits; and

WHEREAS, the City of Reynoldsburg has received and **Appropriates the additional CARES ACT funds received from FRANKLIN, LICKING, AND FAIRFIELD COUNTIES in the amounts of \$122,050.10 (Franklin), \$38,795.35 (Licking), and \$3,842.80 (Fairfield) Total \$164,688.25** utilized for public safety payroll expenses and benefits will approximately between

**City Auditor's Office****Stephen Cicak****7232 E. Main Street****Reynoldsburg OHIO 43068****614/322-6858 Phone**

\$2.1 million and \$2.3 million, which would account for a little more than one-third (1/3) of the total cost of public safety expenses during the pandemic.

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

**SECTION 1:** That the City of Reynoldsburg hereby appropriates and encumbers the balance of the funds from account number 203.000.5529 Franklin Miscellaneous Distribution , 204.000.5529 Licking Miscellaneous Distribution and 205.0005529 Fairfield Miscellaneous Distribution that are received post November 20, 2020, for payroll expenses and benefits of public safety employees of the City of Reynoldsburg.

**SECTION 2:** That, for the reasons set forth in the preamble, this Ordinance is hereby declared to be an emergency measure, necessary for the preservation, health, safety, and welfare of the Citizens of the City of Reynoldsburg, such emergency arising out of the immediate need for the passage of this legislation to be in compliance with the CARES Act, such that this Ordinance should take effect and be in force immediately from and after its passage and approval by the Mayor.

## **Development Department**

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

### **ORDINANCE REQUEST**

---

**DATE:** December 7, 2020  
**TO:** Development, Parks and Recreation Committee  
**RE:** Zoning Code Amendment

---

Approval:

|                         |                          |               |
|-------------------------|--------------------------|---------------|
| Completed<br>Joe Begeny | Completed<br>Chris Shook | Stephen Cicak |
|-------------------------|--------------------------|---------------|

Minor amendments to the Reynoldsburg Zoning Code. This include text changes and calibration to workflow items.

#### **AN ORDINANCE TO AMEND CHAPTER ELEVEN - PLANNING AND ZONING CODE FOR THE CITY OF REYNOLDSBURG, OHIO**

WHEREAS, the City of Reynoldsburg determined that the Zoning Code of the City should be revised to improve efficiency, address concerns of residents in the community, and maintain consistency with the Reynoldsburg Comprehensive Master Plan in 2018; and

WHEREAS, the modifications are to be made to the Code that went into effect on April 23, 2020.

WHEREAS, these amendments are to align, and re-calibrate the text to better conform to the usefulness of the code.

WHEREAS, the new Reynoldsburg code, should continually adopt and be revised to better suite new policies, and practices within the administration, and city planning.

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

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

SECTION 1. That Chapter 11-Planning and Zoning Code will be amended with this updated code -

See Exhibit “A” attached hereto and incorporated herein.

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

## Proposed Zoning Code Amendments Overview September 2020

### ***Section 1103.15 Brice & East Main Street and East Main Street Insight Districts***

- Section 1103.15(III) - Remove maximum side yard setback and maximum rear yard setback in BMD; Amend minimum side and rear yard setbacks in BMD (p 45)
- Section 1103.15(III) - Amend minimum height in BMD (p 46)
- Section 1103.15(III) - Remove maximum side yard setback and maximum side yard setback aggregate in EMD (p 47)
- Section 1103.15(III) - Amend minimum height in EMD (p 48)

### ***Section 1103.17 Suburban Residential Zone (SR)***

- Section 1103.17(III) - Amend accessory building location in Suburban Residential Zone (SR) to align with Section 1105.05 (p 54)

### ***Section 1103.21 Community Commercial Zone (CC)***

- Section 1103.21(II) - Add 'Food Service- Quick Serve/Fast Food With Drive Thru' as a permitted use in CC Zone (p 60)
- Section 1103.21(II) - Add all 'Vehicular' uses as either permitted or conditional uses in CC Zone (p 61)
- Section 1103.21(III) - Remove maximum front yard setback, maximum side yard setback, and maximum side yard setback aggregate in CC Zone (p 62)
- Section 1103.21(III) - Amend parking location in CC Zone to allow front yard parking (p 63)

### ***Section 1105.03 Signs***

- Section 1105.03(C)(ix) - Add sign area formula for wall signs in commercial/mixed-use zones (p 139)
- Section 1105.03(C)(x) - Add sign area formula for wall signs in Innovation Zone (p 140)
- Section 1105.03(D) - Add language stating supplemental signs are exempt from zoning sign permits (p 140)
- Section 1105.03(D) - Add 'Window Sign' as supplemental sign type exempt from permitting and remove from all 'Window Sign' subsections from Section 1105.03(C) (p 140)
- Section 1105.03(C)(x) - Add 'Monument Sign' as permitted principal sign type in commercial/mixed-use zones (p 139)

***Section 1105.07 Landscaping and Buffering***

- Section 1105.07(B) - Submittal of landscape plan and/or tree survey at the discretion of PZA (p 144)
- Section 1105.07(C) - Zoning certificate not required for addition of previous surface (p 144)

***Section 1105.13 Supplementary Use Conditions***

- Section 1105.13(K) - Submittal of traffic study for drive thru establishments at the discretion of PZA or BZBA (p 169)

***Section 1109.11 Zoning Certificate***

- Section 1109.11(B) - Zoning certificate does not have to be issued if there are open building or property maintenance code violations (p 189)

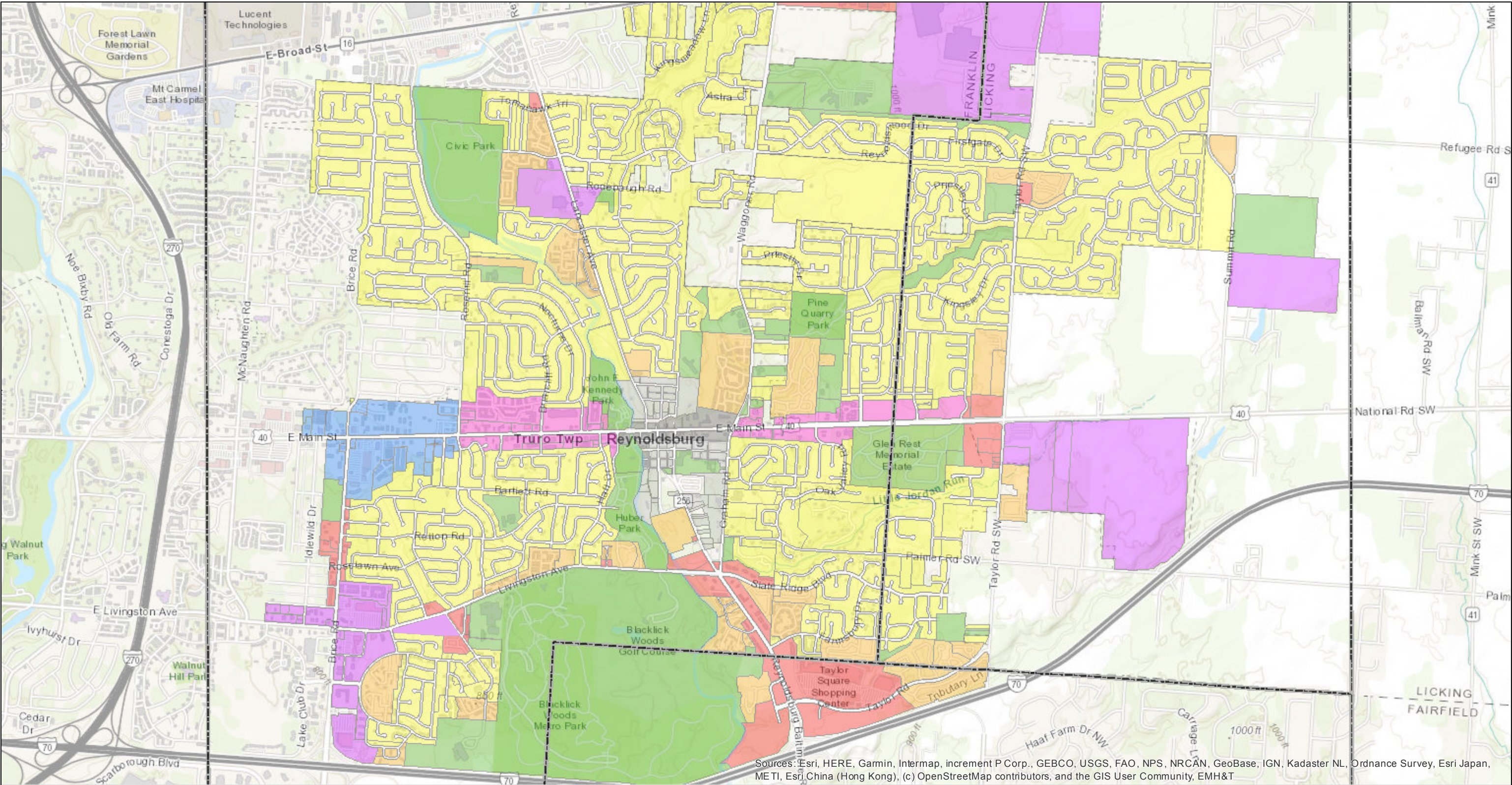
***Section 1109.19 Site Plan and Design Review***

- Section 1109.19(K) - Change appeal timeline to 30 days for consistency with Section 1109.21(G) (p 199)

***Section 1109.21 Certificate of Appropriateness***

- Section 1109.21(B) - Change COA deadline to 14 days prior to Planning Commission meeting (p 200)

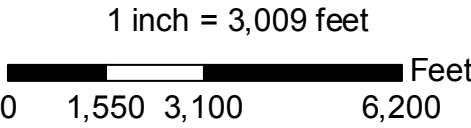




Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community, EMH&T

Printed Date: 11/6/2020

# The City of Reynoldsburg Utility GIS Zoning Map



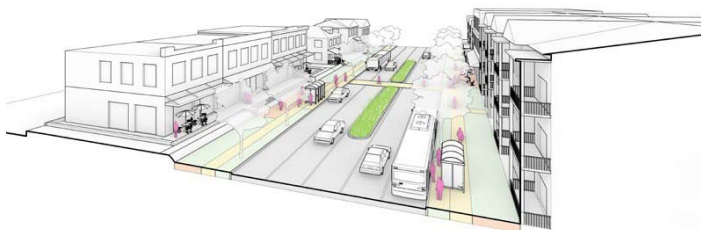


## REYNOLDSBURG ZONING CODE

## SECTION 1103.15 BRICE & EAST MAIN STREET AND EAST MAIN STREET INSIGHT DISTRICTS



*Example Development Pattern in Brice & East Main Street District*



*Example Development Pattern in East Main Street District*

### I. Purpose and Intent

Brice and East Main Street and the East Main Street Insight Districts are intended to create compact, mixed-use, walkable environments, remove regulatory barriers, and encourage the establishment of local enterprises (e.g. Main Street businesses, start-up makers and other platforms such as shared work spaces, community hubs, and markets). By creating this type of physical environment and reducing regulatory barriers in these two Insight Districts, investors and start-up businesses will be more likely to deploy capital. This will, in turn, enhance community character and

allow existing businesses and residents to remain along with newer uses.

The Brice and Main Street Insight District is intended to be more of an urban, mixed-use zone or Transit oriented Development (TOD) that centers around a transportation hub or multi-modal transportation and leverages the area's proximity to major public transportation routes.

The East Main Street Insight District is intended to serve as a transportation corridor lined with compact, mixed-use, development and with standards to address the transition area where each corridor abuts adjoining neighborhoods.

## DISTRICTS AND ZONES

---

Regulations found in the Insight Districts that are unique to both zones include:

- Transit supportive development standards: Walkways connecting streets to buildings and locating buildings or pedestrian plazas close to transit stops can set up development to accommodate future transit.
- On-site facilities for pedestrian, bike, and vehicular travel: Standards for bike parking and pedestrian access, particularly within 1/4 mile or not more than 1/2 mile of a transit stop.
- Adjusted regulations for nonconforming buildings and uses: Leaves the nonconforming section of the zoning code intact on nuisances but more lenient on improvements and adaptive re-use.
- Right-sized application fees: Fees are adjusted to reflect the policies of the community. Infill and suburban retrofit is a priority, fees in those environments should be less.
- Adjust front setback regulations: Amend front setback regulations to specify setback ranges instead of just minimums.
- Reduced parking requirements for affordable housing: The reduction depends upon the urban/ suburban context and public transportation access.
- Reduced minimum parking requirements: Requiring more parking than is necessary is a financial barrier to development, wastes site area for parking, and increases impervious surface.

## REYNOLDSBURG ZONING CODE

## II. Insight District Uses

The following uses are either permitted or conditional uses as indicated in the following table:

| USES                                           | BRICE<br>AND MAIN<br>DISTRICT<br>(BMD) | EAST MAIN<br>STREET<br>DISTRICT<br>(EMD) | SPECIFIC USE<br>REGULATIONS |
|------------------------------------------------|----------------------------------------|------------------------------------------|-----------------------------|
| <b>ANIMAL SERVICES</b>                         |                                        |                                          |                             |
| Boarding/Kennel                                |                                        | C                                        |                             |
| Shelter                                        |                                        | C                                        |                             |
| Veterinary                                     | P                                      | P                                        |                             |
| <b>COMMUNITY FACILITIES</b>                    |                                        |                                          |                             |
| Community Facility - Activity Center           | P                                      | P                                        |                             |
| Community Facility - Outdoor Recreation        | P                                      | P                                        |                             |
| Community Facility - Park                      | P                                      | P                                        |                             |
| Community Facility - Public Health Safety      | P                                      | C                                        |                             |
| Community Facility - Trail                     | P                                      | P                                        |                             |
| <b>CONGREGATION</b>                            |                                        |                                          |                             |
| Event Center - Private Events and Conferences  | P                                      | P                                        |                             |
| Event Center - Public Meetings and Conventions | C                                      | P                                        |                             |
| Religious Assembly                             |                                        | P                                        |                             |
| <b>CULTURAL</b>                                |                                        |                                          |                             |
| Library                                        | P                                      | P                                        |                             |
| Live Theater                                   | P                                      | P                                        |                             |
| Movie Theater                                  | P                                      | P                                        |                             |
| Museum                                         | P                                      | P                                        |                             |
| Visual Arts Center                             | P                                      | P                                        |                             |
| <b>DWELLING</b>                                |                                        |                                          |                             |
| Dwelling - Assisted                            |                                        | C                                        |                             |
| Dwelling - Attached Single-Family              | C                                      | C                                        |                             |
| Dwelling - Group                               | C                                      |                                          |                             |
| Dwelling - Multi-Unit Building                 | CP                                     | CP                                       |                             |
| Dwelling - Multi-Unit Building Complex         | CP                                     | CP                                       |                             |
| Dwelling - Developmental Disability            | C                                      |                                          |                             |
| <b>FOOD AND BEVERAGE</b>                       |                                        |                                          |                             |

## DISTRICTS AND ZONES

| USES                                                        | BRICE<br>AND MAIN<br>DISTRICT<br>(BMD) | EAST MAIN<br>STREET<br>DISTRICT<br>(EMD) | SPECIFIC USE<br>REGULATIONS                                                                     |
|-------------------------------------------------------------|----------------------------------------|------------------------------------------|-------------------------------------------------------------------------------------------------|
| Bakery - Retail                                             | P                                      | P                                        |                                                                                                 |
| Beverage - Brewing and Distilling                           | P                                      | P                                        | Produces less than 15,000 barrels.                                                              |
| Beverage Sales - Liquor and Beer Sit Down/Bar Establishment | P                                      | P                                        |                                                                                                 |
| Beverage - Retail Sales                                     | P                                      | P                                        |                                                                                                 |
| Food Sales - Farm Market                                    | P                                      | P                                        |                                                                                                 |
| Food Sales - Large Format Grocery                           | P                                      | P                                        | At least 25,00 sq. ft. of gross floor area with at least 1,000 sq. ft. devoted to fresh produce |
| Food Sales - Small Format Grocery                           | P                                      | P                                        | 5,000 to 25,00 sq. ft. of gross floor area with at least 500 sq. ft. devoted to fresh produce   |
| Food Service - Commissary/Bakery                            | P                                      | P                                        |                                                                                                 |
| Food Service - Deli                                         | P                                      | P                                        |                                                                                                 |
| Food Service - Fast Casual Restaurant                       | P                                      | P                                        |                                                                                                 |
| Food Service - Full Service Restaurant                      | P                                      | P                                        |                                                                                                 |
| Food Service - Quick Serve/Fast Food With Drive Thru        | C                                      | C                                        | See 1105.13(K)                                                                                  |
| Food Service - Quick Serve/Fast Food Without Drive Thru     | P                                      | P                                        |                                                                                                 |
| <b>EDUCATION</b>                                            |                                        |                                          |                                                                                                 |
| School - College/University                                 | P                                      | P                                        |                                                                                                 |
| School - Secondary                                          | C                                      | C                                        |                                                                                                 |
| School - Trade                                              | C                                      | C                                        |                                                                                                 |
| <b>HEALTH / WELLNESS</b>                                    |                                        |                                          |                                                                                                 |
| Health and Wellness - Clinic                                | P                                      | P                                        |                                                                                                 |
| Health and Wellness - Fitness Facility/Gym                  | P                                      | P                                        |                                                                                                 |
| Health and Wellness - Massage                               | P                                      | P                                        |                                                                                                 |
| Health and Wellness - Physical Therapy                      | P                                      | P                                        |                                                                                                 |

## REYNOLDSBURG ZONING CODE

| USES                                                | BRICE<br>AND MAIN<br>DISTRICT<br>(BMD) | EAST MAIN<br>STREET<br>DISTRICT<br>(EMD) | SPECIFIC USE<br>REGULATIONS                                             |
|-----------------------------------------------------|----------------------------------------|------------------------------------------|-------------------------------------------------------------------------|
| <b>MANUFACTURING / PROCESS / INNOVATION</b>         |                                        |                                          |                                                                         |
| Manufacturing - Artisan                             | P                                      | P                                        |                                                                         |
| Research Facility/Laboratory                        | P                                      | P                                        |                                                                         |
| <b>MEDICAL</b>                                      |                                        |                                          |                                                                         |
| Medical - Clinic                                    | P                                      | P                                        |                                                                         |
| Medical - Emergency Services                        | P                                      | P                                        |                                                                         |
| Medical - Full Service Hospital                     | P                                      | P                                        |                                                                         |
| Medical - Office                                    | P                                      | P                                        |                                                                         |
| Medical - Outpatient and Urgent Care                | P                                      | P                                        | No overnight<br>visits;<br>ambulance<br>services may<br>not be provided |
| Medical - Psychiatric Facility - Standalone         | C                                      | C                                        |                                                                         |
| Medical - Standalone Emergency Services             | C                                      | C                                        |                                                                         |
| <b>OFFICE</b>                                       |                                        |                                          |                                                                         |
| Office - Corporate                                  | P                                      | P                                        |                                                                         |
| Office - Data Processing/Call Center                | P                                      | P                                        |                                                                         |
| Office - Professional Services                      | P                                      | P                                        |                                                                         |
| <b>PERSONAL SERVICES</b>                            |                                        |                                          |                                                                         |
| Clothing Services - Tailor                          | P                                      | P                                        |                                                                         |
| Financial Services and Banking - with drive thru    | C                                      | P                                        | See 1105.13(K)                                                          |
| Financial Services and Banking - without drive thru | P                                      | P                                        |                                                                         |
| Personal Care and Beauty Services                   | P                                      | P                                        |                                                                         |
| <b>REPAIR SERVICES</b>                              |                                        |                                          |                                                                         |
| Vehicular Repair - Light                            |                                        | C                                        |                                                                         |
| <b>RECREATION</b>                                   |                                        |                                          |                                                                         |
| Indoor Recreation Enterprise                        | C                                      | C                                        |                                                                         |
| Outdoor Recreation Enterprise                       | C                                      |                                          |                                                                         |
| Private Club                                        | P                                      | P                                        |                                                                         |
| Shooting Range - Indoor Only                        |                                        | C                                        |                                                                         |

## DISTRICTS AND ZONES

| USES                             | BRICE<br>AND MAIN<br>DISTRICT<br>(BMD) | EAST MAIN<br>STREET<br>DISTRICT<br>(EMD) | SPECIFIC USE<br>REGULATIONS |
|----------------------------------|----------------------------------------|------------------------------------------|-----------------------------|
| Studio - Art                     | P                                      | P                                        |                             |
| Studio - Gymnastics/martial arts | P                                      | P                                        |                             |

### SALES AND EXHIBITION

|                                       |   |   |                                                                          |
|---------------------------------------|---|---|--------------------------------------------------------------------------|
| Antique Shop                          | P | P | 80 percent of goods must be 30 years or older or have collectible value. |
| Auction Facility                      |   | C | Excludes livestock and motor vehicle auctions.                           |
| Gallery - Art                         | P | P |                                                                          |
| Garden Center - Indoor and Outdoor    |   | C |                                                                          |
| Retail - Convenience with gasoline    |   | P |                                                                          |
| Retail - Convenience without gasoline |   | P |                                                                          |
| Retail - Large Format                 |   | P |                                                                          |
| Retail - Medium Format                | P | P |                                                                          |
| Retail - Pharmacy                     | P | P |                                                                          |
| Retail - Shopping Center - Enclosed   | P | P |                                                                          |
| Retail - Shopping Center - Outdoor    | P | P |                                                                          |
| Retail - Small Format                 | P | P |                                                                          |

### TOURISM / VISITING

|                                       |   |   |                     |
|---------------------------------------|---|---|---------------------|
| Overnight Lodging - Bed and Breakfast | P |   |                     |
| Overnight Lodging - Boutique Hotel    | P |   | Fewer than 30 rooms |
| Overnight Lodging - Hotel             | P | P |                     |
| Overnight Lodging - Limited Service   |   | P |                     |
| Overnight Lodging - Resort            | P | P |                     |

### UTILITY FACILITIES

|                           |  |   |  |
|---------------------------|--|---|--|
| Power Substation Facility |  | C |  |
|---------------------------|--|---|--|

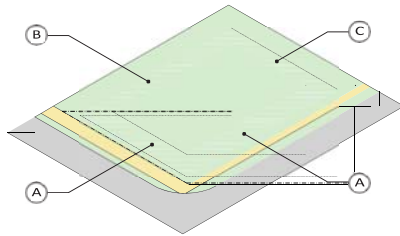
|                 |   |
|-----------------|---|
| Allowable Use   | P |
| Conditional Use | C |

REYNOLDSBURG ZONING CODE

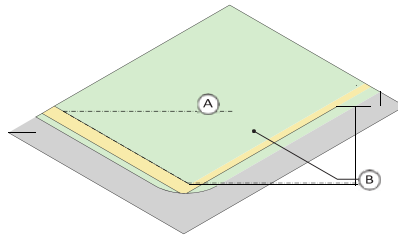
### III. Insight District Development Standards

The Brice and Main District includes the more urban attached typologies with off-street parking in a garage, driveway, or parking lot, in addition to instances of on-street, parallel parking.

A. Lot Dimensions and Setbacks



B. Lot Coverage



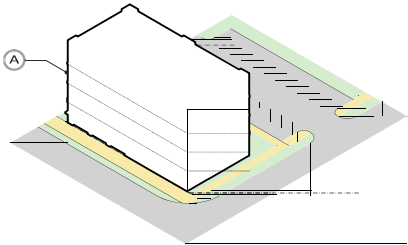
|                |                                                |                                                                |
|----------------|------------------------------------------------|----------------------------------------------------------------|
| LOT DIMENSIONS | LOT SIZE (MIN./MAX SQ. FT.)                    | NA                                                             |
|                | LOT WIDTH (MIN./MAX.)                          | NA                                                             |
|                | LOT DEPTH (MIN. FT.)                           | NA                                                             |
|                | LOT FRONTAGE (MIN. FT.)                        | NA                                                             |
| SETBACKS       | A FRONT YARD SETBACK (MIN. FT.)                | 5 from ROW                                                     |
|                | A FRONT YARD SETBACK (MAX. FT.)                | 20 ft from ROW                                                 |
|                | B SIDE YARD SETBACK (MIN. FT.)                 | 10 from lot line; <del>30-10</del> feet between buildings      |
|                | B SIDE YARD SETBACK (MAX. FT.)                 | <del>20 feet from lot line; 40 feet between buildings</del> NA |
|                | B SIDE YARD SETBACK (MIN./MAX. AGGREGATE. FT.) | NA                                                             |
|                | C REAR YARD SETBACK (MIN. FT.)                 | 10 feet from lot line; <del>30-10</del> feet between buildings |
|                | C REAR YARD SETBACK (MAX. FT.)                 | <del>20 feet from lot line; 40 feet between buildings</del> NA |
|                |                                                | A                                                              |

|                                  |                                                                  |      |
|----------------------------------|------------------------------------------------------------------|------|
| LOT COVERAGE/ OPEN SPACE         | A LOT COVERAGE (MIN.)                                            | 50%  |
|                                  | LOT COVERAGE (MAX.) - INCLUDING IMPERVIOUS SFC                   | 80%  |
|                                  | CREDIT FOR PERVIOUS OR OTHER COMMON GREEN SPACE UP TO 10% (MAX.) | 10%  |
|                                  | LOT COVERAGE (MAX.) - NOT INCLUDING ALL IMPERVIOUS SURFACES      | 100% |
|                                  | OPEN SPACE (MIN.)                                                | 30%  |
|                                  | OPEN SPACE (MAX.)                                                | 50%  |
| LANDSCAPE REVIEW                 | LANDSCAPE AND NATURAL BUFFERS                                    | NA   |
| DENSITY (MULTI-UNIT RESIDENTIAL) | DENSITY (MIN. UNITS PER ACRE)                                    | 12   |
|                                  | DENSITY (MAX. UNITS PER ACRE)                                    | NA   |



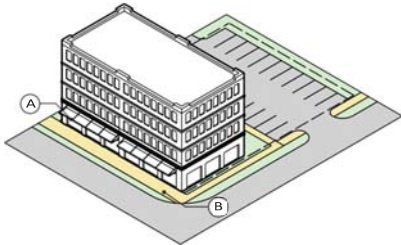
DISTRICTS AND ZONES

C. Height and Parking



|                                |   |                                      |                                                                                                                                                    |
|--------------------------------|---|--------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| HEIGHT                         | A | BUILDING HEIGHT (MIN. FT.)           | 3522                                                                                                                                               |
|                                |   | BUILDING HEIGHT (MAX. FT.)           | 75; 40<br>townhouse;<br>60<br>apartment<br>building; 40                                                                                            |
| ACCESSORY STRUCTURE DIMENSIONS |   | ACCESSORY BUILDING LOCATION          | NP                                                                                                                                                 |
|                                |   | ADU HEIGHT (MAX. FT.)                | NP                                                                                                                                                 |
|                                |   | ACCESSORY BUILDING HEIGHT (MAX. FT.) | NP                                                                                                                                                 |
| PARKING LOCATION               |   | LOCATION                             | Interior of the development or structured parking                                                                                                  |
| SIGN REGULATIONS               |   | PERMITTED SIGN TYPES                 | Commercial uses only - Any two of the following: Awning, Monument, Projecting, Wall                                                                |
| DESIGN                         |   | DESIGN STANDARDS                     | Facade of natural materials similar in design, materials and color to majority of buildings in development; at least 60% ground floor transparency |
|                                |   | SITE PLAN STANDARDS                  | See Chapter 1109.19 and Supplemental Regulations below.                                                                                            |

D. Frontage



|         |           |   |
|---------|-----------|---|
| ELEMENT | SHOPFRONT | A |
|         | PATIO     | B |



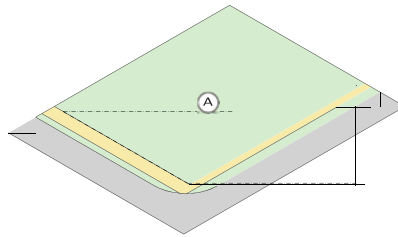
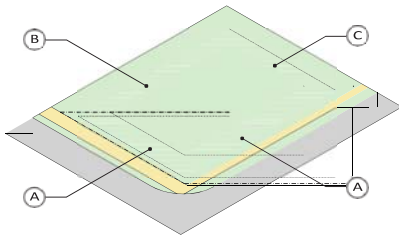
REYNOLDSBURG ZONING CODE

### III. Insight Zone Development Standards

The East Main Street District includes urban and some suburban typologies (Section IV Building Typologies) with off-street parking, driveway, or parking lot, in addition to instances of on-street, parallel parking.

#### A. Lot Dimensions and Setbacks

#### B. Lot Coverage



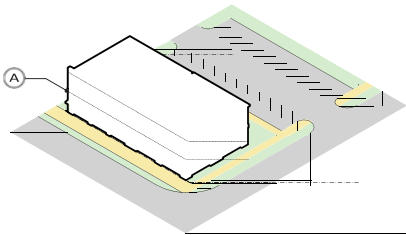
| LOT DIMENSIONS | LOT SIZE (MIN./MAX SQ. FT.)     | NA                                               |
|----------------|---------------------------------|--------------------------------------------------|
|                | LOT WIDTH (MIN./MAX.)           | NA                                               |
|                | LOT DEPTH (MIN. FT.)            | NA                                               |
|                | LOT FRONTAGE (MIN. FT.)         | NA                                               |
| SETBACKS       | A FRONT YARD SETBACK (MIN. FT.) | 5 ft from ROW                                    |
|                | A FRONT YARD SETBACK (MAX. FT.) | 20 ft from ROW                                   |
|                | B SIDE YARD SETBACK (MIN. FT.)  | 5 from lot line; 10 feet between buildings       |
|                | B SIDE YARD SETBACK (MAX. FT.)  | 10 feet from lot line; 20 feet between buildings |
|                | B SIDE YARD SETBACK (MIN. FT.)  | 20 ft                                            |
|                | C REAR YARD SETBACK (MIN. FT.)  | 30                                               |
| C              | REAR YARD SETBACK (MAX. FT.)    | NA                                               |

| LOT COVERAGE/ OPEN SPACE         | LOT COVERAGE (MIN.)                                              | 50%   |
|----------------------------------|------------------------------------------------------------------|-------|
|                                  | LOT COVERAGE (MAX.) - INCLUDING IMPERVIOUS SFC                   | 80%   |
|                                  | CREDIT FOR PERVIOUS OR OTHER COMMON GREEN SPACE UP TO 10% (MAX.) | 10%   |
|                                  | LOT COVERAGE (MAX.) - NOT INCLUDING ALL IMPERVIOUS SURFACES      | 70%   |
|                                  | OPEN SPACE (MIN.)                                                | 30%   |
| LANDSCAPE REVIEW                 | LANDSCAPE AND NATURAL BUFFERS                                    | YES   |
|                                  | DENSITY (MIN. UNITS PER ACRE)                                    | 8     |
| DENSITY (MULTI-UNIT RESIDENTIAL) | DENSITY (MAX. UNITS PER ACRE)                                    | NA 24 |

DISTRICTS AND ZONES

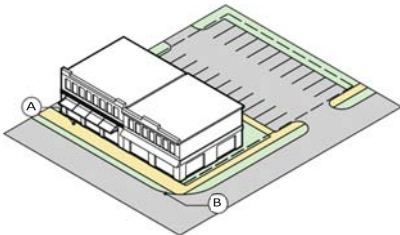
INSIGHT ZONE SUPPLEMENTAL REGULATIONS

C. Height and Parking



|                                |   |                                      |                                                                                                                                                    |
|--------------------------------|---|--------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| HEIGHT                         | A | BUILDING HEIGHT (MIN. FT.)           | 3522                                                                                                                                               |
|                                |   | BUILDING HEIGHT (MAX. FT.)           | 60; 40 townhouse75                                                                                                                                 |
| ACCESSORY STRUCTURE DIMENSIONS |   | ACCESSORY BUILDING LOCATION          | NP                                                                                                                                                 |
|                                |   | ADU HEIGHT (MAX. FT.)                | NP                                                                                                                                                 |
|                                |   | ACCESSORY BUILDING HEIGHT (MAX. FT.) | NP                                                                                                                                                 |
| PARKING LOCATION               |   | LOCATION                             | Rear or side yard, well-screened; private garages; structured parking                                                                              |
| SIGN REGULATIONS               |   | PERMITTED SIGN TYPES                 | Commercial uses only - Any two of the following: Awning, Monument, Projecting, Wall                                                                |
| DESIGN                         |   | DESIGN STANDARDS                     | Facade of natural materials similar in design, materials and color to majority of buildings in development; at least 60% ground floor transparency |
|                                |   | SITE PLAN STANDARDS                  | See Chapter 1109.19 and Supplemental Regulations below.                                                                                            |

D. Frontage



|         |           |   |
|---------|-----------|---|
| ELEMENT | SHOPFRONT | A |
|         | PATIO     | B |

REYNOLDSBURG ZONING CODE

IV. Building Typologies

Buildings in the Brice and Main District (BMD) and East Main Street District (EMD) ~~may~~**shall** be developed in accordance with the following typologies.

| BUILDING TYPOLOGIES                | BRICE AND MAIN DISTRICT<br>(BMD) | EAST MAIN STREET DISTRICT<br>(EMD) |
|------------------------------------|----------------------------------|------------------------------------|
| DETACHED SINGLE-FAMILY BUILDING    |                                  |                                    |
| ATTACHED SINGLE-FAMILY BUILDING    | X                                |                                    |
| DUPLEX BUILDING                    |                                  |                                    |
| MULTI-UNIT BUILDING                |                                  | X                                  |
| MULTI-UNIT COMPLEX BUILDING        | X                                | X                                  |
| SMALL FLEX RETAIL BUILDING         | X                                | X                                  |
| MEDIUM FLEX RETAIL BUILDING        | X                                | X                                  |
| LARGE FLEX RETAIL BUILDING         | X                                |                                    |
| INSTITUTIONAL FLEX BUILDING        |                                  | X                                  |
| BED AND BREAKFAST BUILDING         |                                  |                                    |
| SCHOOL AND INSTITUTIONAL BUILDING  |                                  |                                    |
| COMMUNITY CENTER BUILDING          |                                  |                                    |
| OFFICE BUILDING                    | X                                | X                                  |
| OFFICE-CORPORATE BUILDING          |                                  |                                    |
| RETAIL LARGE FORMAT BUILDING       |                                  |                                    |
| INDUSTRIAL BUILDING                |                                  |                                    |
| WAREHOUSE BUILDING                 |                                  |                                    |
| PRIMARY SCHOOL BUILDING            |                                  |                                    |
| COMMUNITY ACTIVITY CENTER BUILDING |                                  |                                    |
| EVENT CENTER BUILDING              |                                  |                                    |

## DISTRICTS AND ZONES

The following supplemental regulations shall apply to all development in the Brice and Main Street and East Main Street Insight Zones. The intent of these regulations to promote the development of the City's auto-oriented corridors to allow for more residential development and access to employment opportunities. The standards and guidelines set forth herein are not intended to stifle innovative design. Instead, these regulations should serve as minimum standards and guidelines to ensure that new development and redevelopment advances the purposes described under this section.

### V. Transit Supportive Development

- A. Enable bus stops, pullouts, shelters, and appropriate road geometry.
- B. Retail, office, institutional buildings provide convenient access to transit:
  - (1) Walkways connecting streets to buildings;
  - (2) Within ½ mile of transit stop: Bicycle facilities, including bicycle racks and areas for storing scooters; and
  - (3) At major transit stops:
    - i. Buildings located within 20 feet or provide pedestrian plaza;
    - ii. Reasonably direct connection to buildings;
    - iii. Accessibility for disabled persons;
    - iv. Easement or dedication for shelter if transit provider requests;
    - v. Lighting;
    - vi. Accommodations for seating or leaning;
    - vii. Bicycle facilities, including bike racks and areas for storing scooters.

### VI. Exceptions and Reductions in Parking Standards

- A. There is no minimum number of required automobile parking spaces for uses within Brice and Main Street and East Main Street Insight Zones. The applicant may propose a parking standard that is different than the standard under 1105.01 Off-Street Parking and Loading for review and action by the Planning and Zoning Administrator.
  - (1) Site has a bus stop with frequent transit service located adjacent to it, and the site's frontage is improved with a bus stop waiting shelter, consistent with the standards of the applicable transit service provider: Allow up to a 20 percent reduction to the standard number of automobile parking spaces;
  - (2) Site has dedicated parking spaces for carpool or vanpool vehicles: Allow up to a 10 percent reduction to the standard number of automobile parking spaces;
  - (3) Site has dedicated parking spaces for motorcycles, scooters, or electric carts;
  - (4) Site has more than the minimum number of required bicycle parking spaces: Allow up to a 5 percent reduction to the number of automobile parking spaces.

### VII. Lot Coverage Bonus

- A. The Planning and Zoning Administrator, subject to review, may approve increases to the lot coverage standards as follows:
  - (1) Lot coverage may increase by up to one-half square foot for every one square foot of proposed automobile parking area to be contained in a parking structure, either above or below leasable ground floor space (e.g., residential, commercial, or civic use),



## REYNOLDSBURG ZONING CODE

not to exceed a 20 percent increase in allowable coverage.

- (2) Lot coverage may increase by up to one-half a square foot for every one square foot of proposed parking area paving that uses a City-approved porous or permeable paving material (i.e., allowing stormwater infiltration).
- (3) Lot coverage may increase by up to one-half a square foot for every one square foot of City-approved water quality treatment area (e.g., vegetative swale or bio-filtration) to be provided on the subject site.
- (4) In approving increases in lot coverage under subsections i-iii of this section, the City may require additional landscape buffering or screening, above that which is required by other provisions of this code, and may impose reasonable conditions of approval to ensure the ongoing maintenance of parking areas and surface water management facilities.
- (5) Notwithstanding the lot coverage increases authorized by this section, all other development standards of this chapter, and other applicable provisions of this Code, must be met.

### VIII. Building Height Transition

To provide for compatible scale and height relationships between new multi-story buildings and existing single-story dwellings, new buildings shall maintain a building height transition to adjacent single-story building(s), as follows:

- A. This standard applies to new and vertically expanded buildings and structures (in any zone) within 40 feet (as measured horizontally) of an existing single-story building with a height of 20 feet or less; and
- B. The building height transition standard is met

where the new or vertically expanded building or structure meets the following criteria:

- (1) The existing single-story dwelling is located within 40 feet of, and on the same side of the street as, the proposed structure.
  - (2) The height of the proposed structure is not more than 120 percent of the height of the subject single-story dwelling.
  - (3) Where the proposed structure is to be located between two existing single-story dwellings, the height of the proposed structure shall not exceed 120 percent of the average maximum height of both adjacent dwellings. For example, where the two adjacent dwellings have an average maximum height of 24 feet, the new or vertically expanded structure shall not exceed 28.8 feet in height.
- C. **Exception:** The building height transition standard does not apply when the approval body finds that the subject single-story buildings located within 40 of the subject site are redevelopable. "Redevelopable," for the purposes of this section, means a lot either has an assessed market value that exceeds the assessed market value of all improvements on the lot, based on the most recent data from the [name ] County Assessor's Office; or the front yard of the subject lot is large enough that it could be subdivided based on the minimum lot size standards of the applicable zone.





## DISTRICTS AND ZONES

### SECTION 1103.17 SUBURBAN RESIDENTIAL ZONE (SR)

#### I. Purpose and Intent

A. The Suburban Residential (SR) Zone is intended to regulate all land in the city platted for medium-scale suburban single-unit residential development. The existing development pattern in the SR Zone is traditional single-family residential subdivisions with single-unit residential structures. The desired development pattern in the SR Zone is to accommodate multiple forms of single-family development, including attached single-family dwellings. New development in the SR Zone should also promote pedestrian connectivity and the retention of open space as an amenity. Where possible, new residential development should be connected to trail systems and within a half-mile walk from parks or significant open space.

#### II. Uses

A. The following uses are either permitted or conditional uses as indicated in the following chart:

| DISTRICT USES     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PERMITTED USES:   | <ul style="list-style-type: none"> <li>Community Facility - Park</li> <li>Community Facility - Trail</li> <li>Dwelling - Detached Single-family</li> <li>Library</li> <li>Residential Model Home</li> <li><del>School - Primary</del></li> <li><del>School - Secondary</del></li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                      |
| CONDITIONAL USES: | <ul style="list-style-type: none"> <li>Child Day Care - Center (See 1105.13(G))</li> <li>Child Day Care - In Home*</li> <li>Community Facility - Activity Center</li> <li>Community Facility - Outdoor Recreation</li> <li>Community Facility - Public Health Safety</li> <li>Dwelling - Assisted</li> <li>Dwelling - Attached Single-Family</li> <li>Dwelling - Developmental Disability</li> <li>Dwelling - Group</li> <li>Dwelling - Two Family</li> <li>Golf Course</li> <li>Private Club</li> <li>Religious Assembly</li> <li><del>School - Primary</del></li> <li><del>School - Secondary</del></li> <li>Studio - Art</li> <li>Studio - Gymnastics/martial arts</li> <li>Visual Arts Center</li> </ul> |

Formatted: Font color: Auto

Formatted: Indent: Hanging: 0.16"

*\* Subject to Home Occupation Regulations  
(see 1103.13(H))*

## REYNOLDSBURG ZONING CODE

## III. Development Standards

The Suburban Residential Zone includes the traditional suburban single-family detached and attached typologies with off-street parking in a garage, driveway, or parking space.

|                                  |                                                                  |     |
|----------------------------------|------------------------------------------------------------------|-----|
| LOT DIMENSIONS                   | LOT SIZE (MIN. SQ. FT.)                                          | NA  |
|                                  | LOT SIZE (MAX. SQ. FT.)                                          | NA  |
|                                  | LOT WIDTH (MIN. FT.)                                             | 50  |
|                                  | LOT WIDTH (MAX. FT.)                                             | NA  |
|                                  | LOT DEPTH (MIN. FT.)                                             | 100 |
|                                  | LOT FRONTAGE (MIN. FT.)                                          | 50  |
| DENSITY (MULTI-UNIT RESIDENTIAL) | DENSITY (MIN. UNITS PER ACRE)                                    | NA  |
|                                  | DENSITY (MAX. UNITS PER ACRE)                                    | NA  |
| SETBACKS                         | FRONT YARD SETBACK (MIN. FT.)                                    | 20  |
|                                  | FRONT YARD SETBACK (MAX. FT.)                                    | NA  |
|                                  | SIDE YARD SETBACK (MIN. FT.)                                     | 8   |
|                                  | SIDE YARD SETBACK (MAX. FT.)                                     | NA  |
|                                  | SIDE YARD SETBACK (MIN. AGGREGATE. FT.)                          | 20  |
|                                  | SIDE YARD SETBACK (MAX. AGGREGATE FT.)                           | NA  |
|                                  | REAR YARD SETBACK (MIN. FT.)                                     | 30  |
|                                  | REAR YARD SETBACK (MIN. FT.)                                     | NA  |
| HEIGHT                           | BUILDING HEIGHT (MIN. FT.)                                       | NA  |
|                                  | BUILDING HEIGHT (MAX. FT.)                                       | 35  |
| LOT COVERAGE/ OPEN SPACE         | LOT COVERAGE (MIN.)                                              | NA  |
|                                  | LOT COVERAGE (MAX.) - INCLUDING IMPERVIOUS SFC                   | 60% |
|                                  | CREDIT FOR PERVIOUS OR OTHER COMMON GREEN SPACE UP TO 10% (MAX.) | 10% |
|                                  | LOT COVERAGE (MAX.) - NOT INCLUDING ALL IMPERVIOUS SURFACES      | NA  |
|                                  | OPEN SPACE (MIN.)                                                | NA  |
|                                  | OPEN SPACE (MAX.)                                                | NA  |

DISTRICTS AND ZONES

|                                      |                                         |                                                                                                                                                                                                                                               |
|--------------------------------------|-----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ACCESSORY<br>STRUCTURE<br>DIMENSIONS | ACCESSORY BUILDING<br>LOCATION          | Rear yard, <del>35</del> feet from <del>all any</del> lot lines, 10 feet from the house                                                                                                                                                       |
|                                      | ADU HEIGHT (MAX. FT.)                   | 24; provided height of ADU does not exceed height of principal structure                                                                                                                                                                      |
|                                      | ACCESSORY BUILDING HEIGHT<br>(MAX. FT.) | 15                                                                                                                                                                                                                                            |
| PARKING<br>LOCATION                  | LOCATION                                | Driveway leading to private attached or detached garage; no front yard parking                                                                                                                                                                |
| SIGN<br>REGULATIONS                  | PERMITTED SIGN TYPES                    | Temporary signs only                                                                                                                                                                                                                          |
| DESIGN                               | DESIGN STANDARDS                        | Single-family building types; <del>Porch permitted to encroach up to 6" beyond front building facade. Garage doors must be located at least three feet behind front building line. For garage requirements, please see Section 1105.05.</del> |
|                                      | SITE PLAN STANDARDS                     | For subdivision requirements, see Chapter 1111                                                                                                                                                                                                |

Formatted: Indent: Left: 0.14", First line: 0.12", R 0.04", Space Before: 1.75 pt, Line spacing: Multiple 0.98 li

## REYNOLDSBURG ZONING CODE

## III. Development Standards

The Residential Medium Zone includes the traditional suburban single-family detached, attached, two-family, townhouse, and apartment building typologies with off-street parking in a garage, driveway, or parking space.

|                                  |                                                                  |                                                                                                                                                       |
|----------------------------------|------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| LOT DIMENSIONS                   | LOT SIZE (MIN. SQ. FT.)                                          | NA                                                                                                                                                    |
|                                  | LOT SIZE (MAX. SQ. FT.)                                          | NA                                                                                                                                                    |
|                                  | LOT WIDTH (MIN. FT.)                                             | 50                                                                                                                                                    |
|                                  | LOT WIDTH (MAX. FT.)                                             | NA                                                                                                                                                    |
|                                  | LOT DEPTH (MIN. FT.)                                             | 100                                                                                                                                                   |
|                                  | LOT FRONTAGE (MIN. FT.)                                          | 50                                                                                                                                                    |
| DENSITY (MULTI-UNIT RESIDENTIAL) | DENSITY (MIN. UNITS PER ACRE)                                    | NA                                                                                                                                                    |
|                                  | DENSITY (MAX. UNITS PER ACRE)                                    | 24                                                                                                                                                    |
|                                  | DENSITY (MAX. UNITS PER ACRE)                                    | 24                                                                                                                                                    |
| SETBACKS                         | FRONT YARD SETBACK (MIN. FT.)                                    | 20                                                                                                                                                    |
|                                  | FRONT YARD SETBACK (MAX. FT.)                                    | NA                                                                                                                                                    |
|                                  | SIDE YARD SETBACK (MIN. FT.)                                     | 8                                                                                                                                                     |
|                                  | SIDE YARD SETBACK (MAX. FT.)                                     | NA                                                                                                                                                    |
|                                  | SIDE YARD SETBACK (MIN. AGGREGATE FT.)                           | 20                                                                                                                                                    |
|                                  | SIDE YARD SETBACK (MAX. AGGREGATE FT.)                           | NA                                                                                                                                                    |
|                                  | REAR YARD SETBACK (MIN. FT.)                                     | 30                                                                                                                                                    |
|                                  | REAR YARD SETBACK (MIN. FT.)                                     | NA                                                                                                                                                    |
| HEIGHT                           | BUILDING HEIGHT (MIN. FT.)                                       | NA                                                                                                                                                    |
|                                  | BUILDING HEIGHT (MAX. FT.)                                       | <del>35 single-family; two-family; townhouse; 42 apartment building</del><br><del>5 single-family; two-family; townhouse; 60 apartment building</del> |
| LOT COVERAGE/ OPEN SPACE         | LOT COVERAGE (MIN.)                                              | NA                                                                                                                                                    |
|                                  | LOT COVERAGE (MAX.) - INCLUDING IMPERVIOUS SFC                   | 60%                                                                                                                                                   |
|                                  | CREDIT FOR PERVIOUS OR OTHER COMMON GREEN SPACE UP TO 10% (MAX.) | 10%                                                                                                                                                   |
|                                  | LOT COVERAGE (MAX.) - NOT INCLUDING ALL IMPERVIOUS SURFACES      | NA                                                                                                                                                    |
|                                  | OPEN SPACE (MIN.)                                                | NA                                                                                                                                                    |
|                                  | OPEN SPACE (MAX.)                                                | NA                                                                                                                                                    |

57

DISTRICTS AND ZONES

|                                      |                                         |                                                                                                                        |
|--------------------------------------|-----------------------------------------|------------------------------------------------------------------------------------------------------------------------|
| ACCESSORY<br>STRUCTURE<br>DIMENSIONS | ACCESSORY BUILDING<br>LOCATION          | Same as primary                                                                                                        |
|                                      | ADU HEIGHT (MAX. FT.)                   | NA                                                                                                                     |
|                                      | ACCESSORY BUILDING HEIGHT<br>(MAX. FT.) | 20                                                                                                                     |
| PARKING<br>LOCATION                  | LOCATION                                | Driveway leading to private attached or detached garage; rear<br>yard                                                  |
| SIGN<br>REGULATIONS                  | PERMITTED SIGN TYPES                    | Temporary signs only; monument sign for each frontage                                                                  |
| DESIGN                               | DESIGN STANDARDS                        | Single-unit attached and detached building types; <a href="#">For garage requirements, please see Section 1105.05.</a> |
|                                      | SITE PLAN STANDARDS                     | See site plan review, Chapter 1109.19                                                                                  |
| LANDSCAPE<br>REVIEW                  | LANDSCAPE AND NATURAL<br>BUFFERS        | NA                                                                                                                     |

## DISTRICTS AND ZONES

### SECTION 11039.21 COMMUNITY COMMERCIAL ZONE (CC)

#### I. Purpose and Intent

A. The Community Commercial (CC) Zone is intended to promote development patterns and businesses that are consistent with larger retail and office-users, including companies with a workforce residing throughout the region that is seeking the convenience of access from heavily-traveled corridors. Existing development in the CC Zone is comprised of traditional large lot retail development with surface parking. Future development patterns in the CC Zone should accommodate changes in retail and transportation, including smaller lots and smaller format retail uses.

#### II. Uses

A. The following uses are either permitted or conditional uses as indicated in the following chart:

| DISTRICT USES   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PERMITTED USES: | <ul style="list-style-type: none"> <li>• Adult Day Care</li> <li>• <u>Adult Oriented Businesses (Subject to Section 795.02 of Codified Ordinances)</u></li> <li>• Antique Shop (See definition)</li> <li>• Bakery - Retail</li> <li>• <u>Beverage - Brewing and Distilling (See definition)</u></li> <li>• Boarding/Kennel</li> <li>• Child Day Care - In Home (See 1105.13(H))</li> <li>• Clothing Services - Dry Cleaning with drive thru</li> <li>• Clothing Services - Dry Cleaning without drive thru</li> <li>• Clothing Services - Tailor</li> <li>• Community Facility - Park</li> <li>• Community Facility - Trail</li> <li>• Dwelling - Group</li> <li>• Dwelling - Multi-Unit Building</li> <li>• <del>Dwelling - Two-family</del></li> <li>• Dwelling - Developmental Disability</li> <li>• <u>Event Center - Private Events and Conferences</u></li> <li>• <u>Event Center - Public Meetings and Conventions</u></li> <li>• Financial Services and Banking - with drive thru (See 1105.13(K))</li> <li>• Financial Services and Banking - without drive thru</li> <li>• Food Sales - Farm Market</li> <li>• Food Sales - Small Format Grocery</li> <li>• <u>Food Service - Commissary/Bakery</u></li> <li>• Food Service - Deli</li> <li>• Food Service - Fast Casual Restaurant</li> <li>• Food Service - Full Service Restaurant</li> <li>• Food Service - Quick Serve/Fast Food Without Drive Thru</li> <li>• <u>Food Service - Quick Serve/Fast Food With Drive Thru</u></li> <li>• Gallery - Art</li> <li>• Health and Wellness - Clinic</li> <li>• Health and Wellness - Fitness Facility/Gym</li> <li>• Health and Wellness - Massage</li> <li>• <del>Health and Wellness - Physical Therapy</del></li> <li>• <u>Indoor Recreation Enterprise</u></li> <li>• Library</li> <li>• <u>Live Theater</u></li> <li>• Manufacturing - Artisan</li> <li>• <u>Medical - Clinic</u></li> <li>• <u>Medical - Emergency Services</u></li> <li>• <u>Medical - Full Service Hospital</u></li> <li>• <u>Medical - Office</u></li> <li>• <u>Medical - Outpatient and Urgent Care</u></li> <li>• <u>Medical - Psychiatric Facility - Standalone</u></li> <li>• <u>Medical - Standalone Emergency Services</u></li> <li>• <del>Medical - Clinic</del></li> <li>• <del>Medical - Office</del></li> <li>• <u>Office - Professional Services</u></li> <li>• <u>Outdoor Recreation Enterprise</u></li> <li>• Overnight Lodging - Bed and Breakfast (See definition)</li> <li>• Overnight Lodging - Boutique Hotel</li> <li>• Personal Care and Beauty Services</li> <li>• <del>Private Club</del></li> </ul> |
|                 | <p><b>Formatted:</b> Font color: Auto</p> <p><b>Formatted:</b> Font color: Auto, Character scale: 100</p> <p><b>Formatted:</b> List Paragraph, Space Before: 0 pt, T-stops: Not at 0.28"</p> <p><b>Formatted:</b> Font: 8 pt</p> <p><b>Formatted:</b> Font color: Auto, Character scale: 100</p> <p><b>Formatted:</b> Font color: Auto, Character scale: 100</p> <p><b>Formatted:</b> Font color: Auto, Character scale: 100</p> <p><b>Formatted:</b> Font color: Auto, Character scale: 100</p> <p><b>Formatted:</b> Font color: Auto, Character scale: 100</p> <p><b>Formatted:</b> List Paragraph, Space Before: 0 pt, T-stops: Not at 0.28"</p> <p><b>Formatted:</b> Font: (Default) Century Gothic, 8 pt</p> <p><b>Formatted:</b> List Paragraph, Space Before: 0 pt, T-stops: Not at 0.28"</p> <p><b>Formatted:</b> Font: (Default) Century Gothic, 8 pt</p> <p><b>Formatted:</b> Indent: Left: 0.12", No bullets or numbering</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |



## REYNOLDSBURG ZONING CODE

| DISTRICT USES (CONT.) |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PERMITTED USES:       | <ul style="list-style-type: none"> <li>• <del>Meeting Facility</del></li> <li>• <del>Movie Theater</del></li> <li>• <del>Museum</del></li> <li>• <del>Office – Corporate</del></li> <li>• <del>Office - Data Processing/Call Center</del></li> <li>• <del>Office - Professional Services</del></li> <li>• <del>Religious Assembly</del></li> <li>• <del>Retail - Small/Medium Format</del></li> <li>• <del>Retail - Medium Format</del></li> <li>• <del>Retail - Large Format</del></li> <li>• Retail - Pharmacy</li> <li>• Retail - Shopping Center - Outdoor</li> <li>• <del>Retail - Small Format</del></li> <li>• School - Secondary</li> <li>• School - Primary</li> <li>• Shelter</li> <li>• Studio - Art</li> <li>• <del>Studio - Gymnastics/Martial Arts</del></li> <li>• <del>Veterinary</del></li> <li>• <del>Visual Arts Center</del></li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|                       | Formatted: Font color: Auto, Character scale: 100%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|                       | Formatted: Indent: Hanging: 0.16"                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|                       | Formatted: Font color: Auto, Character scale: 100%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|                       | Formatted: Font color: Auto, Character scale: 100%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|                       | Formatted: Font: (Default) Century Gothic, 8 pt, 100%; Color: Custom Color(RGB(106,108,113))                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                       | Formatted: Font color: Auto, Character scale: 100%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|                       | Formatted: List Paragraph, Indent: Hanging: 0.16", Space Before: 0 pt, Tab stops: Not at 0.26"                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                       | Formatted: Font: 8 pt                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                       | Formatted: Font: 8 pt                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                       | Formatted: Font color: Auto, Character scale: 100%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| CONDITIONAL USES:     | <ul style="list-style-type: none"> <li>• Auction Facility</li> <li>• Beverage Sales - Liquor and Beer</li> <li>• Sit Down/Bar Establishment</li> <li>• Beverage Sales - Liquor Store</li> <li>• Child Day Care - Center (See 1105.13(G))</li> <li>• Community Facility - Activity Center</li> <li>• Community Facility - Outdoor Recreation</li> <li>• Community Facility - Public Health Safety</li> <li>• Dwelling - Assisted</li> <li>• Dwelling - Multi-Unit Building Complex</li> <li>• Dwelling - Nursing</li> <li>• <del>Dwelling - Two-family</del></li> <li>• <del>Event Center - Private Events and Conferences</del></li> <li>• <del>Event Center - Public Meetings and Conventions</del></li> <li>• <del>Live Theater</del></li> <li>• Mortuary</li> <li>• <del>Movie Theater</del></li> <li>• <del>Museum</del></li> <li>• <del>Private Club</del></li> <li>• <del>Religious Assembly Research Facility and Laboratory</del></li> <li>• Retail - Convenience with gasoline</li> <li>• Retail - Convenience without gasoline</li> <li>• <del>Shooting Range - Indoor</del></li> <li>• <del>Vehicular Care Services - Major</del></li> <li>• <del>Vehicular Care Services - Minor</del></li> <li>• <del>Vehicle Care Services - Washes</del></li> <li>• <del>Vehicular Repair - Heavy</del></li> <li>• <del>Vehicular Repair - Light</del></li> <li>• <del>Vehicular Sales - Automobiles</del></li> </ul> |
|                       | Formatted: Font color: Auto, Character scale: 100%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|                       | Formatted: List Paragraph, Space Before: 0 pt, Tab stops: Not at 0.26"                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|                       | Formatted: Font: 8 pt                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|                       | Formatted: Font color: Auto                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|                       | Formatted: Font color: Auto, Character scale: 100%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|                       | Formatted: List Paragraph, Right: 0", Space Before: 0 pt, Line spacing: single, Tab stops: Not at 0.26"                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                       | Formatted: Font color: Auto, Character scale: 100%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|                       | Formatted: List Paragraph, Right: 0", Space Before: 0 pt, Line spacing: single, Tab stops: Not at 0.26"                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                       | Formatted: Font: 8 pt                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                       | Formatted: List Paragraph, Right: 0", Space Before: 0 pt, Line spacing: single, Tab stops: Not at 0.26"                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                       | Formatted: Font: 8 pt                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

- [Vehicular Sales - Motorcycles](#)
- [Vehicular Sales - Boats](#)
- [Vehicular Sales -  
Recreational Vehicles](#)
- [Visual Arts Center](#)

## DISTRICTS AND ZONES

### III. Development Standards

The Community Commercial Zone includes small and medium flex buildings, retail/large format, retail large restaurant building typologies, and off street parking.

|                                  |                                                                  |                  |
|----------------------------------|------------------------------------------------------------------|------------------|
| LOT DIMENSIONS                   | LOT SIZE (MIN. SQ. FT.)                                          | NA               |
|                                  | LOT SIZE (MAX. SQ. FT.)                                          | NA               |
|                                  | LOT WIDTH (MIN. FT.)                                             | NA               |
|                                  | LOT WIDTH (MAX. FT.)                                             | 80               |
|                                  | LOT DEPTH (MIN. FT.)                                             | NA               |
|                                  | LOT FRONTAGE (MIN. FT.)                                          | 80               |
| DENSITY (MULTI-UNIT RESIDENTIAL) | DENSITY (MIN. UNITS PER ACRE)                                    | NA               |
|                                  | DENSITY (MAX. UNITS PER ACRE)                                    | NA               |
| SETBACKS                         | FRONT YARD SETBACK (MIN. FT.)                                    | 10               |
|                                  | FRONT YARD SETBACK (MAX. FT.)                                    | <del>20</del> NA |
|                                  | SIDE YARD SETBACK (MIN. FT.) (EACH SIDE)                         | 10               |
|                                  | SIDE YARD SETBACK (MAX. FT.)                                     | <del>20</del> NA |
|                                  | SIDE YARD SETBACK (MIN. AGGREGATE, FT.)                          | 20               |
|                                  | SIDE YARD SETBACK (MAX. AGGREGATE FT.)                           | <del>40</del> NA |
|                                  | REAR YARD SETBACK (MIN. FT.)                                     | 20               |
|                                  | REAR YARD SETBACK ( <del>MAX</del> IN. FT.)                      | NA               |
| HEIGHT                           | BUILDING HEIGHT (MIN. FT.)                                       | NA               |
|                                  | BUILDING HEIGHT (MAX. FT.)                                       | 45               |
| LOT COVERAGE/ OPEN SPACE         | LOT COVERAGE (MIN.)                                              | NA               |
|                                  | LOT COVERAGE (MAX.) - INCLUDING IMPERVIOUS SFC.                  | 70%              |
|                                  | CREDIT FOR PERVIOUS OR OTHER COMMON GREEN SPACE UP TO 10% (MAX.) | 10%              |
|                                  | LOT COVERAGE (MAX.) - NOT INCLUDING ALL IMPERVIOUS SURFACES      | 70%              |
|                                  | OPEN SPACE (MIN.)                                                | NA               |
|                                  | OPEN SPACE (MAX.)                                                | NA               |

REYNOLDSBURG ZONING CODE

|                                      |                                         |                                                                                                           |
|--------------------------------------|-----------------------------------------|-----------------------------------------------------------------------------------------------------------|
| ACCESSORY<br>STRUCTURE<br>DIMENSIONS | ACCESSORY BUILDING<br>LOCATION          | NP                                                                                                        |
|                                      | ADU HEIGHT (MAX. FT.)                   | NP                                                                                                        |
|                                      | ACCESSORY BUILDING HEIGHT<br>(MAX. FT.) | NP                                                                                                        |
| PARKING<br>LOCATION                  | LOCATION                                | <del>Front, side, or rear yard</del> <del>Rear or side yard</del> , well-screened                         |
| SIGN<br>REGULATIONS                  | PERMITTED SIGN TYPES                    | Commercial uses only - Any two of the following: Hanging, Wall,<br>Projecting, <del>Monument</del>        |
| DESIGN                               | DESIGN STANDARDS                        | Small to Medium Commercial Building Types; Natural Materials or<br>Hardie Panel on front and side facades |
|                                      | SITE PLAN STANDARDS                     | NA                                                                                                        |
| LANDSCAPE<br>REVIEW                  | LANDSCAPE AND NATURAL<br>BUFFERS        | NA                                                                                                        |

## DISTRICTS AND ZONES

### IV. Development Typologies

Buildings in the Community Commercial Zone (CC) ~~shall~~may be developed in accordance with the following typologies.

| BUILDING TYPOLOGIES                | COMMUNITY COMMERCIAL ZONE (CC) |
|------------------------------------|--------------------------------|
| DETACHED SINGLE-FAMILY BUILDING    | X                              |
| ATTACHED SINGLE-FAMILY BUILDING    | X                              |
| DUPLEX BUILDING                    |                                |
| MULTI-UNIT BUILDING                |                                |
| MULTI-UNIT COMPLEX BUILDING        |                                |
| SMALL FLEX RETAIL BUILDING         | X                              |
| MEDIUM FLEX RETAIL BUILDING        | X                              |
| LARGE FLEX RETAIL BUILDING         |                                |
| INSTITUTIONAL FLEX BUILDING        |                                |
| BED AND BREAKFAST BUILDING         |                                |
| SCHOOL AND INSTITUTIONAL BUILDING  |                                |
| COMMUNITY CENTER BUILDING          |                                |
| OFFICE BUILDING                    |                                |
| OFFICE-CORPORATE BUILDING          |                                |
| RETAIL LARGE FORMAT BUILDING       | X                              |
| INDUSTRIAL BUILDING                |                                |
| WAREHOUSE BUILDING                 |                                |
| PRIMARY SCHOOL BUILDING            |                                |
| COMMUNITY ACTIVITY CENTER BUILDING |                                |
| EVENT CENTER BUILDING              |                                |

## REYNOLDSBURG ZONING CODE

## SECTION 1103.23 INNOVATION ZONE (I)

### I. Purpose and Intent

A. Innovation (I) Zone incorporates a mix of industrial and office uses that will facilitate the creation of economic centers that will serve Reynoldsburg and surrounding communities. The existing development pattern in the I Zone is traditional, auto-oriented retail and commercial development. The desired development pattern includes the construction of signature industrial/flex buildings to facilitate access to I-70 and I-270. New construction should be well-designed and site plans should incorporate attractive landscaping, streetscape elements and signage. Pedestrian crossing should be incorporated throughout the zone.

### II. Uses

A. The following uses are either permitted or conditional uses as indicated in the following chart:

| DISTRICT USES      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PERMITTED<br>USES: | <ul style="list-style-type: none"> <li><del>Adult Oriented Businesses (Subject to Section 795.02 of Codified Ordinances)</del></li> <li>Air Transportation Services</li> <li><del>Antique Shop (See definition)</del></li> <li>Auction Facility (See definition)</li> <li>Beverage - Brewing and Distilling (See definition)</li> <li>Beverage - Distribution</li> <li>Beverage - Non-Alcoholic Production</li> <li>Boarding/Kennel</li> <li>Community Facility - Activity Center</li> <li>Community Facility - Outdoor Recreation</li> <li>Community Facility - Park</li> <li>Community Facility - Public Health Safety</li> <li>Community Facility - Trail</li> <li>Equipment Repair - Heavy</li> <li>Equipment Repair - Light</li> <li>Event Center - Private Events and Conferences</li> <li>Event Center - Public Meetings and Conventions</li> <li><del>Financial Services and Banking - with drive thru (See 1105.13(K))</del></li> <li><del>Financial Services and Banking - without drive thru</del></li> <li>Food Service - Commissary/Bakery</li> <li>Food Service - Processing</li> <li>Food Service - Production</li> <li>Forestry</li> <li>Garden Center - Indoor and Outdoor</li> <li><del>Health and Wellness - Clinic</del></li> <li>Health and Wellness - Fitness Facility/Gym</li> <li><del>Indoor Enterprise</del></li> <li>Library</li> <li>Manufacturing - Artisan</li> <li><del>Manufacturing - Heavy</del></li> <li><del>Manufacturing - Light</del></li> <li><del>Medical - Clinic</del></li> <li><del>Medical - Emergency Services</del></li> <li><del>Medical - Full Service Hospital</del></li> <li><del>Medical - Office</del></li> <li>Medical - Outpatient and Urgent Care</li> <li><del>Medical - Psychiatric Facility - Standalone</del></li> <li><del>Medical - Standalone Emergency Services</del></li> <li><del>Museum</del></li> <li>Office - Corporate</li> <li>Office - Data Processing/Call Center</li> <li><del>Office - Professional Services</del></li> <li><del>Outdoor Enterprise</del></li> </ul> |

65

Formatted: Font color: Auto, Character scale: 100

Formatted: Font color: Auto, Character scale: 100

Formatted: Font: 8 pt

Formatted: List Paragraph, Space Before: 0 pt, Tab stops: Not at 0.28"

Formatted: List Paragraph, Right: 0", Space Before: 0 pt, Line spacing: single, Tab stops: Not at 0.28"

Formatted: Font: 8 pt, Font color: Custom Color(RGB(106,108,113))

Formatted: Font color: Auto, Character scale: 100

Formatted: List Paragraph, Right: 0", Space Before: 0 pt, Line spacing: single, Tab stops: Not at 0.28"

Formatted: Font color: Auto, Character scale: 100

Formatted: Font: 8 pt

Formatted: Font color: Auto, Character scale: 100

Formatted: List Paragraph, Right: 0", Space Before: 0 pt, Line spacing: single, Tab stops: Not at 0.28"

Formatted: Font: 8 pt

## DISTRICTS AND ZONES

| DISTRICT USES (CONT.) |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PERMITTED USES:       | <ul style="list-style-type: none"> <li>Plant Cultivation</li> <li>Printing and Publishing</li> <li><del>Private Club</del></li> <li>Religious Assembly</li> <li>Research Facility/Laboratory</li> <li><u>School - College/University</u></li> <li>School - Trade</li> <li>Shelter</li> <li><del>Shooting Range - Indoor Only</del></li> <li>Storage - Contractor</li> <li>Storage - Commercial Gases</li> <li><del>Storage - Self-Store (See 1105.13 (F))</del></li> <li>Studio - Art</li> <li>Studio - Gymnastics/martial arts</li> <li><del>Tattoo/Piercing Establishment</del></li> <li>Vehicle Care Services - Washes</li> <li>Vehicular Care Services - Major</li> <li>Vehicular Care Services - Minor</li> <li>Vehicular Repair - Heavy</li> <li>Vehicular Repair - Light</li> <li><del>Vehicular Sales - Automobiles</del></li> <li><del>Vehicular Sales - Motorcycles</del></li> <li><del>Vehicular Sales - Boats</del></li> <li><del>Vehicular Sales - Recreational Vehicles</del></li> <li>Veterinary</li> <li><u>Visual Arts Center</u></li> <li>Warehouse - Large Format</li> <li>Warehouse - Small Format</li> </ul>                                                        |
| CONDITIONAL USES:     | <ul style="list-style-type: none"> <li><del>Child Day Care - Center</del></li> <li>Community Facility - Detention and Corrections</li> <li>Community Facility - Government Administration and Courts</li> <li><u>Food Sales - Farm Market</u></li> <li><del>Food Sales - Small Format Grocery</del></li> <li><u>Indoor Recreation Enterprise</u></li> <li>Junk Storage and Sales</li> <li>Mineral Extraction/Processing</li> <li><u>Outdoor Recreation Enterprise</u></li> <li>Outdoor Processing - Agriculture</li> <li>Outdoor Processing - Composting</li> <li>Outdoor Processing - Concrete and Asphalt</li> <li>Power Generation Facility</li> <li>Power Substation Facility</li> <li><del>Private Club</del></li> <li><u>School - Primary</u></li> <li><u>School - Secondary</u></li> <li><u>Shooting Range - Indoor</u></li> <li><del>Storage - Self-Store (See 1105.13 (E))</del></li> <li>Storage - Vehicular and Boat</li> <li><del>Tattoo/Piercing Establishment</del></li> <li><u>Vehicular Sales - Automobiles</u></li> <li><u>Vehicular Sales - Motorcycles</u></li> <li><u>Vehicular Sales - Boats</u></li> <li><u>Vehicular Sales - Recreational Vehicles</u></li> </ul> |

Formatted: Font color: Auto, Character scale: 100

Formatted: Font: (Default) Century Gothic, 8 pt, I  
color: Custom Color(RGB(106,108,113))

Formatted: Normal, No bullets or numbering

Formatted: Font color: Auto, Character scale: 100

Formatted: Font color: Auto, Character scale: 100

Formatted: Font color: Auto, Character scale: 100

Formatted: Font color: Auto, Character scale: 100

Formatted: List Paragraph, Space Before: 0 pt, T  
stops: Not at 0.26"Formatted: List Paragraph, Space Before: 0 pt, T  
stops: Not at 0.26"

Formatted: Font: 8 pt

Formatted: Font color: Auto, Character scale: 100

Formatted: List Paragraph, Space Before: 0 pt, T  
stops: Not at 0.26"

Formatted: Font color: Auto, Character scale: 100





## REYNOLDSBURG ZONING CODE

## III. Development Standards

The Innovation Zone includes office, industrial, and warehouse typologies with on-street and off-street parking.

|                                  |                                                                  |     |
|----------------------------------|------------------------------------------------------------------|-----|
| LOT DIMENSIONS                   | LOT SIZE (MIN. SQ. FT.)                                          | NA  |
|                                  | LOT SIZE (MAX. SQ. FT.)                                          | NA  |
|                                  | LOT WIDTH (MIN. FT.)                                             | 200 |
|                                  | LOT WIDTH (MAX. FT.)                                             | NA  |
|                                  | LOT DEPTH (MIN. FT.)                                             | 150 |
|                                  | LOT FRONTAGE (MIN. FT.)                                          | 80  |
| DENSITY (MULTI-UNIT RESIDENTIAL) | DENSITY (MIN. UNITS PER ACRE)                                    | NA  |
|                                  | DENSITY (MAX. UNITS PER ACRE)                                    | NA  |
| SETBACKS                         | FRONT YARD SETBACK (MIN. FT.)                                    | 10  |
|                                  | FRONT YARD SETBACK (MAX. FT.)                                    | 20  |
|                                  | SIDE YARD SETBACK (MIN. FT.) (EACH SIDE)                         | 20  |
|                                  | SIDE YARD SETBACK (MAX. FT.)                                     | NA  |
|                                  | SIDE YARD SETBACK (MIN. AGGREGATE. FT.)                          | 40  |
|                                  | SIDE YARD SETBACK (MAX. AGGREGATE FT.)                           | NA  |
|                                  | REAR YARD SETBACK (MIN. FT.)                                     | 40  |
|                                  | REAR YARD SETBACK (MIN. FT.)                                     | NA  |
| HEIGHT                           | BUILDING HEIGHT (MIN. FT.)                                       | 35  |
|                                  | BUILDING HEIGHT (MAX. FT.)                                       | 75  |
| LOT COVERAGE/ OPEN SPACE         | LOT COVERAGE (MIN.)                                              | NA  |
|                                  | LOT COVERAGE (MAX.) - INCLUDING IMPERVIOUS SFC.                  | 70% |
|                                  | CREDIT FOR PERVIOUS OR OTHER COMMON GREEN SPACE UP TO 10% (MAX.) | NA  |
|                                  | LOT COVERAGE (MAX.) - NOT INCLUDING ALL IMPERVIOUS SURFACES      | NA  |
|                                  | OPEN SPACE (MIN.)                                                | NA  |
|                                  | OPEN SPACE (MAX.)                                                | NA  |

# DISTRICTS AND ZONES

|                                      |                                         |                                    |
|--------------------------------------|-----------------------------------------|------------------------------------|
| ACCESSORY<br>STRUCTURE<br>DIMENSIONS | ACCESSORY BUILDING<br>LOCATION          | Side or Rear Yards                 |
|                                      | ADU HEIGHT (MAX. FT.)                   | NA                                 |
|                                      | ACCESSORY BUILDING HEIGHT<br>(MAX. FT.) | 35                                 |
| PARKING<br>LOCATION                  | LOCATION                                | Front or side yards, well-screened |
| SIGN<br>REGULATIONS                  | PERMITTED SIGN TYPES                    | Any two: Wall; Monument, Awning    |
| DESIGN                               | DESIGN STANDARDS                        | Natural materials on front facade  |
|                                      | SITE PLAN STANDARDS                     | NA                                 |
| LANDSCAPE<br>REVIEW                  | LANDSCAPE AND NATURAL<br>BUFFERS        | NA                                 |

## REYNOLDSBURG ZONING CODE

## IV. Building Typologies

Buildings in the Innovation Zone (I) ~~may~~shall be developed in accordance with the following typologies.

| BUILDING TYPOLOGIES                | INNOVATION ZONES (I) |
|------------------------------------|----------------------|
| DETACHED SINGLE-FAMILY BUILDING    |                      |
| ATTACHED SINGLE-FAMILY BUILDING    |                      |
| DUPLEX BUILDING                    |                      |
| MULTI-UNIT BUILDING                |                      |
| MULTI-UNIT COMPLEX BUILDING        |                      |
| SMALL FLEX RETAIL BUILDING         |                      |
| MEDIUM FLEX RETAIL BUILDING        |                      |
| LARGE FLEX RETAIL BUILDING         |                      |
| INSTITUTIONAL FLEX BUILDING        |                      |
| BED AND BREAKFAST BUILDING         |                      |
| SCHOOL AND INSTITUTIONAL BUILDING  |                      |
| COMMUNITY CENTER BUILDING          | X                    |
| OFFICE BUILDING                    |                      |
| OFFICE-CORPORATE BUILDING          | X                    |
| RETAIL LARGE FORMAT BUILDING       |                      |
| INDUSTRIAL BUILDING                | X                    |
| WAREHOUSE BUILDING                 | X                    |
| PRIMARY SCHOOL BUILDING            |                      |
| COMMUNITY ACTIVITY CENTER BUILDING |                      |
| EVENT CENTER BUILDING              |                      |

## 1105

## COMMON REGULATIONS

# Common Regulations

## SECTION 1105.01 OFF-STREET PARKING AND LOADING

- A. Applicability.** Except as otherwise provided herein, these regulations shall apply under the following circumstances:
- i. The construction of a new building or structure;
  - ii. The substantial expansion of an existing building or structure;
  - iii. A change in the existing use to be conducted upon land or in a building or structure; and
  - iv. Whenever a building or use is changed in floor area, number of employees, number of dwelling units, seating capacity, or in a manner which otherwise creates a need for an increase in the number of parking or loading spaces, such spaces shall be provided for the entire increased use in conformance with the requirements of this article.
- B. Parking Requirements in Olde Reynoldsburg Commercial District (ORD-C), Brice and Main District (BMD) and East Main District (EMD).** Notwithstanding anything to the contrary contained herein, the parking requirements for any use conducted in the ORD-C, BMD, or EMD shall be determined based upon the applicable regulations set forth under Chapter 1105 hereof.
- C. Supplemental Parking Regulations in Residential Districts.** The provision of parking space, either open or enclosed, for the parking or storage of vehicles in a residential zoning district for residential uses shall be subject to the following:
- i. **Commercial Vehicles.** Trucks having dual tires on one (1) or more axles, or having more than two (2) axles, designed for the transportation of cargo and including tractor-trucks, trailers, and semi-trailers, shall not be permitted on a lot or parked on a street or alley in a residential zoning district.
  - ii. **Parking of Recreational Equipment.** The parking of recreational equipment and vehicles, including but not limited to travel trailers, motor homes, pickup campers, folding tent trailers, boats or boat trailers, and other similar recreational equipment and vehicles, semi-trailers, travel trailers, or other trailers or motor homes shall not be permitted on any street within the City,

## REYNOLDSBURG ZONING CODE

other than for the purpose of loading or unloading such equipment or vehicle. When located on property in a residential district for the purpose of loading or unloading, travel trailers, motor homes, boats or boat trailers, and other similar recreational vehicles shall not exceed a loading or unloading time of ~~48~~ consecutive hours. Residents shall be permitted to park a maximum of one (1) recreational vehicle on property located in a residential district if such vehicle is located in an enclosed structure OR all of the following requirements are satisfied for a vehicle parked or store outside of an enclosed structure:

1. Such recreational equipment and vehicles shall be stored or parked at least three (3) feet from any dedicated right-of-way and/or walkway and shall not be located within ten (10) feet of any property line.
2. Not more than one (1) item of recreational equipment shall be permitted to be stored outside on any property used for a residential purpose. All recreational vehicles must be registered and licensed (if applicable) to the resident of the property on which the items are parked or stored. For the purposes of this chapter, a boat stored on a boat trailer shall be deemed one (1) piece of recreational equipment.
3. Under no circumstances shall any recreational vehicle or equipment be occupied or used for living, sleeping, housekeeping, storage or business purposes.
4. No such recreational vehicle shall be parked in any manner in which such vehicle may be deemed, in the professional opinion of the Planning and Zoning Administrator, to obstruct the view of traffic in a manner that endangers the safety of motorists or pedestrian.

**D. Conversion of Use.** No parking or loading space (including a residential garage) which is required by this Zoning Code shall be removed or converted to another use unless the parking or loading requirement is satisfied by the existence or construction of an additional parking or loading space conforming to this Zoning Code.

**E. Required Parking and Loading Spaces.**

- i. **Required Parking Spaces.** Except as otherwise provided herein, the number of off-street parking spaces provided for a use shall not be less than set forth in the table identified as "Table 1105.01A: Required Parking Spaces." The number of parking and loading spaces required for a use shall be as determined by the Zoning Administrator in conformance with the provisions of this Zoning Code.
- ii. **Requirements for Unlisted Use.** For a use for which off-street parking requirements have not been specifically stated in this Zoning Code, parking and loading facilities shall be provided as determined by the Zoning Administrator to be sufficient for the parking and loading needs of the proposed use and structures, giving consideration to the following criteria:
  1. The number of off-street parking spaces required for a use listed in the table that is the most similar to the proposed use in terms of anticipated parking demand;
  2. The floor area of the proposed use;
  3. The anticipated number of employees and patrons; and
  4. Any evidence submitted regarding the parking demand for the same use on similar existing sites.

**Deleted:** 72

**Deleted:** Such

**Deleted:** equipment

**Deleted:** shall not be stored in any residential district unless located within an enclosed structure or, if outside, unless all of the following requirements are satisfied:

**Deleted:** behind the front facade and not within required side yard or

**Deleted:** six

**Deleted:** 6

**Deleted:** the rear

**Formatted:** Indent: Left: 1", Hanging: 0.27", Spacing Before: 4.6 pt

**Deleted:** ¶

All recreational equipment stored outside shall be screened from view from all contiguous dwelling public rights-of-way by suitable screening that otherwise is in compliance with the applicable regulations for the underlying district, as determined by the Zoning Administrator.

**Formatted:** Font color: Custom Color(RGB(65,65,65))

**Deleted:** ¶

notice to the sign owner to remove the abandoned panel and replace it with a blank. This shall not apply to signs maintained on lots that do not have any existing structure.

- i. Whenever the Planning and Zoning Administrator determines that a sign face in a multi-tenant sign is abandoned but other panels on the sign are not abandoned, he or she may issue a notice to the sign owner to remove the abandoned panel and replace it with a blank.

**B. Special Sign Regulations for Gasoline Stations.** Gasoline stations present several unique challenges for signage purposes due to industry-wide advertisement of the price of fuels for sale. In order to address these unique challenges, ground signs on lots with gasoline stations shall be permitted to incorporate electronic signage. Exempted ground signs of this type shall be subject to the following special regulations:

- i. The electronic signage shall take up no more than one-third (1/3) of the sign area permitted by this chapter.
- ii. The electronic signage shall consist of a solid background with only one illuminated color per electronic panel.
- iii. Such signs shall be subject to all other sign regulations of this chapter, and of the applicable zone or district.

## SECTION 1105.05 ACCESSORY STRUCTURES

**A. Generally Applicable Regulations for Accessory Uses and Accessory Structures.** An accessory use or accessory structure shall be permitted in any district provided that:

- i. It is incidental to and customarily found in connection with the main use or main building permitted in the district;
- ii. It is subordinate to and serves the main use or building;
- iii. It is subordinate to the main use or building in ground area, floor area, extent, and purpose;
- iv. It is located on the same lot as the main building or main use which it serves; and
- v. It contributes to the comfort, convenience, or necessity of occupants, business, or industry of the main use or main building served.
- vi. Except as otherwise provided by this Zoning Code, a use or structure which is interpreted by the Planning and Zoning Administrator or by the Board of Zoning and Building Appeals to be an accessory use or accessory structure may only be established or constructed on a lot having a legally existing main use or main building.
- vii. Except as otherwise provided in this Zoning Code, an accessory structure:
  1. Shall not be located closer to any public right-of-way than the main building and shall not be located in the required front yard;
  2. Shall not be located closer than ~~three~~ feet (3FT) to any rear lot line and not closer than three feet (3FT) to any side lot line;
  3. Shall not be located closer than ten feet (10FT) to a main building;
  4. Shall not occupy more than twenty percent (20%) of the required rear yard;

Deleted: six

Deleted: 6

## COMMON REGULATIONS

5. In residential districts, the lot coverage of accessory structures shall not be more than fifty percent (50%) of the finished floor area of the main structure;
6. Except for accessory dwelling units, where permitted, shall not contain facilities for dwelling purposes; and
7. Shall not exceed fifteen feet (15FT) in height.
- viii. For the purposes of this section, a storage building equal to or less than fifty square feet (50SF) in area, not permanently attached to the ground, is not considered a structure. Only one such storage building may be placed on a lot without a zoning certificate. Any additional buildings shall be considered accessory structures and subject to the provisions of this section. Storage buildings of this type shall be located behind the main structure and shall conform with the minimum lot line setbacks listed in this section.

### **B. Garage Standards**

- i. All garages in a residential district facing the street shall not be located more than eight (8) feet in front of the front façade of the structure.
- ii. In the Suburban Residential District Only. No garage door or combination of garage doors facing the street shall occupy more than sixty percent (60%) of the width of the ground level façade.

**Formatted:** List Paragraph, Indent: Left: 0.3", H 0.29", Numbered + Level: 1 + Numbering Style: ... + Start at: 1 + Alignment: Left + Aligned at: Indent at: 1.38"

**Formatted:** Font: Not Bold

**Formatted:** List Paragraph, Left, Indent: Left: 0. Hanging: 0.23", Space After: 12 pt, Numbered 2 + Numbering Style: i, ii, iii, ... + Start at: 1 + Alignment: Left + Aligned at: 1.52" + Indent at:

**Formatted:** Font: Bold

## REYNOLDSBURG ZONING CODE

## SECTION 1105.03 SIGNS

TABLE 1105.03A PERMITTED PRINCIPAL SIGNS BY ZONE AND DISTRICT

| DISTRICT/ZONE                                                                                                                           | MONUMENT SIGN | PROJECTING SIGN | WALL SIGN | AWNING SIGN | WINDOW SIGN | ROOF SIGN |
|-----------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------|-----------|-------------|-------------|-----------|
| Olde Reynoldsburg Neighborhood District (ORD-N)                                                                                         | MU or NR      |                 |           |             |             |           |
| Olde Reynoldsburg Commercial District (ORD-C)                                                                                           | X             | X               | X         | X           | ✗           | X         |
| Brice and Main Street District (BMD)                                                                                                    | X             | X               | X         | X           |             |           |
| East Main Street District (EMD)                                                                                                         | X             | X               | X         | X           |             |           |
| Community Commercial (CC)                                                                                                               | ✗             | X               | X         | X           | ✗           |           |
| Residential Zones (SR and RM)                                                                                                           | NE or NR      | NR              |           |             |             |           |
| Innovation Zone (I)                                                                                                                     | X             | X               | X         | X           | ✗           |           |
| Sign Key:<br>MU - Multi-Unit Development<br>NR - Non-Residential Development, excluding home occupation<br>NE - Neighborhood Entry Sign |               |                 |           |             |             |           |

- A. Purpose and Applicability.** This section regulates the type, number, design, size, time of display, location, maintenance, and other characteristics of signs in order to: protect the public health, safety, and welfare in all zones and districts; promote clarity in sign communications; promote harmony between and among the physical characteristics of signs and the physical characteristics of surrounding land, structures, and other development features; and to promote attractive and orderly appearance in all districts. The provisions of this section shall apply to all existing signs, to all signs erected or installed after the effective date of this Zoning Code, and to any sign which replaces an existing sign or component thereof.
- B. Zoning Sign Permits Required.** Every sign, except those specifically exempted by the provisions of this section, shall only be erected or installed subsequent to and in conformance with the provisions of a zoning sign permit issued by the Planning and Zoning Administrator. The Planning and Zoning Administrator shall not be required to issue a zoning sign permit to any use or business that does not have a valid zoning certificate or that is otherwise not in compliance with the Zoning Code, Building Code or Property Maintenance Code. For the purposes of approving a sign in conformance with the Zoning Code, a zoning sign permit shall have the same effect as a zoning certificate.



## COMMON REGULATIONS

### C. Signs Requiring Permits

- i. **Signs in Zones and Districts.** Signs shall be permitted in the respective districts as established in Table 1105.03A: Permitted Signs and as further provided in this section.
- ii. **Signs in Olde Reynoldsburg Districts.** Subject to the approval of the Planning and Zoning Administrator or the Planning Commission, as applicable, in conjunction with the certificate of appropriateness process required under Section 1109.21, signs shall be permitted in Olde Reynoldsburg Districts as established in Table 1105.03A and in conformity with the following specific provisions:
  1. **Residential Signs – Olde Reynoldsburg Commercial District (ORD-C) and Olde Reynoldsburg Neighborhood District (ORD-N).** One (1) monument sign per entrance may be located on a lot or lots within a multi-dwelling unit development within the ORD-C or ORD-N. When located in the public right-of-way, all such signs shall be subject to a perpetual maintenance agreement and shall not be internally illuminated.
  2. **Non-Residential Use or Mixed-Use Signs – ORD-C.** The following sign types shall be permitted to be displayed on structures or buildings utilized for non-residential or mixed-use purposes in conformity with the following specific provisions:
- iii. **Sign Lighting.** The following types of lighting shall be permitted in the ORD-C: exterior illuminated, gooseneck lighting, shadow lit, bulb surround – non-flashing or blinking, and bulb surround – flashing or blinking.
- iv. **Changeable Copy Types.** The following changeable copy types shall be permitted in the ORD-C: channel letters.
- v. **Principal Signs.** A maximum of two (2) of any combination of the following sign types shall be permitted per lot in the ORD-C in accordance with the following provisions:
  1. **Wall Sign.** One (1) wall sign may be erected on the wall of a building which most nearly parallels a street, parking lot or service drive, as determined by the Planning and Zoning Administrator. The total permitted area for any wall sign is two (2) square feet per lineal foot of building façade or tenant space, as applicable. Any wall sign located in accordance with this subsection shall be attached parallel to the building wall, mounted on a raceway, or painted directly on a wall, provided no wall sign shall extend outward from the building wall more than twelve inches (12"). Where a building is located on a corner lot, one (1) additional wall signs may be permitted on both walls which parallel the intersecting streets. Wall signs shall be composed of wood or metal frames with a face of wood, metal or polycarbonate materials. Where a building is located on a corner lot, wall signs may be permitted on both walls which parallel the intersecting streets. Wall signs shall be composed of wood or metal frames with a face of wood, metal or polycarbonate materials.
  2. **Projecting Sign.** One (1) projecting sign constructed of wood or metal, including its mounting structure, may be mounted upon and be perpendicular to the wall of a building at a ninety (90) degree angle. The surface area of each face of such projecting sign shall be a maximum of six (6) square feet. It shall not project more than three feet (3') from the building façade, and shall not use a guy wire or angle iron support structure unless within the plane of the sign. A projecting sign shall be located no less than nine feet (9') above the sidewalk or ground level. Any applicant requesting a permit for a projecting sign which

## REYNOLDSBURG ZONING CODE

extends over a public right-of-way shall provide for a hold-harmless agreement with the City.

3. **Roof Sign.** One (1) roof sign constructed of metal with a maximum surface area of eighty (80) square feet may be located on the roof of a principal structure located in the ORD-C. Such roof sign shall be setback a minimum of five feet (5') from the edge of the roof of the principal structure and may be illuminated with a direct light.

4. ~~**Window Sign.** Up to two (2) window signs no larger than fifteen percent (15%) of the surface area of the window or windows on which such sign or signs are placed. Any window sign located in accordance with this subsection shall be located on a window or windows on the front façade of the principal building.~~

5. ~~**Awning Signs.**~~ A maximum of one (1) awning sign may be permitted in accordance with the provisions set forth under this subsection. All new awnings, or changes to awning colors shall be subject to a design and site plan review. Removal and replacement of awning materials that does not involve changes to the awning support structures shall be considered a sign face change. Changes to awning lettering that involve no material or color changes shall not require a zoning sign permit. Awning lettering may not exceed sixteen inches in height (16").

6. ~~**Monument Sign.**~~ One (1) monument sign with a base constructed of brick may be installed in ~~the ORD-C EMD or BMD~~. The monument sign may be a maximum of six feet (6') in height with a maximum surface area of twenty-four (24) square feet. Any monument sign located in accordance with this subsection shall be setback a minimum of ten feet (10') from the front property line or easement line, as applicable.

- vi. ~~**Signs in East Main Street District (EMD) and Brice and Main Street District (BMD).**~~ Subject to the approval of the Planning and Zoning Administrator or the Planning Commission, as applicable, in conjunction with the site plan and design review process required under Section 1109.19, signs shall be permitted in the EMD and BMD as established in Table 1105.03A and in conformity with the following specific provisions:

1. ~~**Sign Lighting (EMD).**~~ The following types of lighting shall be permitted in the EMD: exterior illuminated, gooseneck lighting, shadow lit, internally lit, and bulb surround — non flashing or blinking.
2. ~~**Sign Lighting (BMD).**~~ The following types of lighting shall be permitted in the BMD: exterior illuminated, gooseneck lighting, shadow lit, and bulb surround — non flashing or blinking.
3. ~~**Changeable Copy Types.**~~ The following changeable copy types shall be permitted in the EMD and BMD: channel letters and scrolling. Changeable copy types are not permitted in the BMD.

- vii. ~~**Principal Sign Types.**~~ A maximum of two (2) of any combination of the following sign types shall be permitted in the EMD and BMD in accordance with the following provisions:

1. ~~**Awning Signs.**~~ A maximum of one (1) awning sign may be permitted in accordance with the provisions set forth under this subsection. All new awnings, or changes to awning colors shall be subject to a design and site plan review. Removal and replacement of awning materials that does not involve changes to the awning support structures shall be considered

## COMMON REGULATIONS

a sign face change. Changes to awning lettering that involve no material or color changes shall not require a zoning sign permit. Awning lettering may not exceed sixteen inches in height (16").

2. ~~**Monument Sign.** One (1) monument sign with a base constructed of brick may be installed in the EMD or BMD. The monument sign may be a maximum of six feet (6') in height with a maximum surface area of twenty-four (24) square feet. Any monument sign located in accordance with this subsection shall be setback a minimum of ten feet (10') from the front property line or easement line, as applicable.~~
3. ~~**Wall Sign.** One (1) wall sign may be erected on the wall of a building which most nearly parallels a street, parking lot or service drive, as determined by the Planning and Zoning Administrator. The total permitted area for any wall sign is two and one-half (2.5) square feet per lineal foot of building façade or tenant space, as applicable. Any wall sign located in accordance with this subsection shall be attached parallel to the building wall, mounted on a raceway, or painted directly on a wall, provided no wall sign shall extend outward from the building wall more than twenty-four inches (24"). Where a building is located on a corner lot, wall signs may be permitted on both walls which parallel the intersecting streets. Where a building is located on a corner lot, wall signs may be permitted on both walls which parallel the intersecting streets. Wall signs shall be composed of wood or metal frames with a face of wood, metal or polycarbonate materials.~~
4. ~~**Projecting Sign.** One (1) projecting sign constructed of wood or metal, including its mounting structure, may be mounted upon and be perpendicular to the wall of a building at a ninety (90) degree angle. The surface area of each face of such projecting sign shall be a maximum of six (6) square feet. It shall not project more than three feet (3') from the building façade, and shall not use a guy wire or angle iron support structure unless within the plane of the sign. A projecting sign shall be located no less than nine feet (9') above the sidewalk or ground level. Any applicant requesting a permit for a projecting sign which extends over a public right-of-way shall provide for a hold harmless agreement with the City.~~

~~viii.vi.~~ **Signs in Residential Zones (SR and RM Zoning Districts).** Subject to the approval of the Planning and Zoning Administrator or the Planning Commission, as applicable, in conjunction with the site plan and design review process required under Section 1109.19, signs shall be permitted in the SR and RM zones as established in Table 1105.03A and in conformity with the following specific provisions:

1. **Sign Lighting.** The following types of lighting shall be permitted in RM zones: exterior illuminated and gooseneck lighting. Sign lighting is not permitted in SR zones.
2. **Changeable Copy Types.** Changeable copy types are not permitted in SR and RM zones.
3. **Principal Sign Types.** The following sign types shall be permitted in the SR and RM zones in accordance with the following provisions:
4. **Neighborhood entry sign.** One (1) or more permanent ground signs may be located on a lot or lots within a subdivision or multi-family dwelling development. When located in the public right-of-way, all such signs shall be subject to a perpetual maintenance agreement and shall not be internally illuminated.
5. **Flags.** Flags are permitted as a supplemental sign type in SR and RM zones.

## REYNOLDSBURG ZONING CODE

6. **Real Estate Signs.** One (1) freestanding real estate sign per lot frontage is permitted on premises for individual lots or building until such lots are sold or rented in accordance with the following provisions:
  - (a) Maximum Sign Face. Six (6) square feet.
  - (b) Maximum Height. Five (5) feet.
  - (c) Location Requirements. At least one foot from street right of way and at least five feet from side or rear lot lines.
  - (d) Time Restrictions. Sold signs shall be removed within five (5) calendar days from closing on the sale of the subject property.

7. **Temporary Signs.** Temporary signs are permitted provided that any temporary sign may have a maximum area of two (2) square feet and may be located a maximum of three feet (3') above grade. Any temporary sign located in accordance with these provisions shall be constructed of vinyl with metal supports.

**vii. Signs in Commercial and Mixed-Use Zones (BMD/EMD Districts, CC Zone, and Innovation Zone).** Subject to the approval of the Planning and Zoning Administrator or the Planning Commission, as applicable, in conjunction with the site plan and design review process required under Section 1109.19, signs shall be permitted in commercial and mixed-use zones as established in Table 1105.03A and in conformity with the following specific provisions:

**ix.viii.**

1. **Wall sign.** One (1) wall sign may be erected on the wall of a building which most nearly parallels a street, parking lot or service drive, as determined by the Planning and Zoning Administrator. The total permitted area for any wall sign is two (2) square feet per lineal foot of building façade or tenant space, as applicable. A wall sign shall be attached parallel to the building wall and shall not extend outward from the building wall more than fourteen inches (14"). A sign may be attached to a canopy, marquee or roof that projects beyond a structure provided that no part of such sign extends more than two feet (2') beyond such roof, canopy or marquee. Where a building is located on a corner lot, wall signs may be permitted on both walls which parallel the intersecting streets. Where a building is located on a corner lot, wall signs may be permitted on both walls which parallel the intersecting streets. Wall signs shall be composed of wood or metal frames with a face of wood, metal or polycarbonate materials.
2. **Projecting Sign.** One (1) projecting sign, including its mounting structure, may be mounted upon and be perpendicular to the wall of a building and shall not extend beyond any other dimension of the wall. It shall not project more than four feet (4') from the wall, and shall not use a guy wire or angle iron support structure unless within the plane of the sign. A projected sign shall be located no less than eight feet (8') above the sidewalk or ground level and no closer than six feet (6') to a street's pavement or curb. Any applicant requesting a permit for a projecting sign which extends over a public right-of-way shall provide for a hold-harmless agreement with the City.
3. **Awnings.** Awnings may be permitted in addition to or in lieu of a wall sign. Where awnings are used as the primary sign identification, the standards for wall signs shall apply. All new awnings, or changes to awning colors in the design review districts shall be subject to a certificate of appropriateness. Removal and replacement of awning materials that does not involve changes to the awning support structures shall be considered a sign face change. Changes to awning lettering that involve no material or color changes shall not require a zoning sign permit. Awning lettering may not exceed twelve inches (12") in height.
4. **Monument Sign.** One (1) monument sign with a base constructed of stone or brick may be installed in commercial or mixed-use zones. In the EMD or BMD the base shall be constructed of brick only. The monument sign may be a maximum of six feet (6') in height with a maximum surface area of twenty-four (24) square feet. Any monument sign located in accordance with this subsection shall be setback a minimum of ten feet (10') from the front property line or easement line, as applicable.

Formatted: Font: Bold

Formatted: Font: Not Bold

Formatted: Font: Not Bold

Formatted: Font: Not Bold

Formatted: Font: Adobe Garamond Pro Bold, Font color: Custom Color(RGB(65,64,66))

Formatted: Font: Not Bold

Formatted: Font: Not Bold

Formatted: Font: Not Bold

- 4. ~~Ground signage. See provisions in Table 1105.03A.~~
- x. ~~Signs in Innovation Zone (I).~~
- 1. ~~Wall sign. One (1) wall sign may be erected on the wall of a building which most nearly~~

139

**Formatted:** Left, Indent: Left: 1.06", No bullets c  
numbering

**Formatted:** Font: Not Bold, Font color: Custom  
Color(RGB(65,64,66)), Condensed by 0.3 pt

**Formatted:** Font: Not Bold, Font color: Custom  
Color(RGB(65,64,66))

**Formatted:** Font color: Custom Color(RGB(65,64,

**Formatted:** Heading 9, Indent: Left: 1.06", Space  
Before: 0 pt, No bullets or numbering, Tab stop:  
1.75", Left + 1.75", Left

## COMMON REGULATIONS

~~parallels a street, parking lot or service drive, as determined by the Planning and Zoning Administrator. A wall sign shall be attached parallel to the building wall and shall not extend outward from the building wall more than fourteen inches (14"). A sign may be attached to a canopy, marquee or roof that projects beyond a structure provided that no part of such sign extends more than two feet (2') beyond such roof, canopy or marquee. Where a building is located on a corner lot, wall signs may be permitted on both walls which parallel the intersecting streets.~~

2. ~~**Projecting Sign.** One (1) projecting sign, including its mounting structure, may be mounted upon and be perpendicular to the wall of a building and shall not extend beyond any other dimension of the wall. It shall not project more than four feet (4') from the wall, and shall not use a guy wire or angle iron support structure unless within the plane of the sign. A projected sign shall be located no less than eight feet (8') above the sidewalk or ground level and no closer than six feet (6') to a street's pavement or curb. Any applicant requesting a permit for a projecting sign which extends over a public right-of-way shall provide for a hold-harmless agreement with the City.~~
3. ~~**Awnings.** Awnings may be permitted in addition to or in lieu of a wall sign. Where awnings are used as the primary sign identification, the standards for wall signs shall apply. Removal and replacement of awning materials that does not involve changes to the awning support structures shall be considered a sign face change. Changes to awning lettering that involve no material or color changes shall not require a zoning sign permit. Awning lettering may not exceed twelve inches (12").~~
4. ~~**Window Sign.** Up to two (2) window signs no larger than thirty percent (30%) of the surface area of the window or windows on which such sign or signs are placed. Any window sign located in accordance with this subsection shall be located on a window or windows on the front façade of the principal building.~~
5. ~~**Monument Sign.** One (1) monument sign with a base constructed of brick may be installed in the EMD or BMD. The monument sign may be a maximum of six feet (6') in height with a maximum surface area of twenty-four (24) square feet. Any monument sign located in accordance with this subsection shall be setback a minimum of ten feet (10') from the front property line or easement line, as applicable.~~

~~34-1X.~~ **Signs in Open Space/Schools Zone.** Signs in the OS ~~Z~~zone shall be subject to review and approval by the Planning and Zoning Administrator or the Planning Commission, as applicable.

- D. **Supplemental Signs Non-Residential Districts.** In addition to the above-listed principal sign types, the following supplemental sign types ~~are exempt from zoning sign permits and~~ may be permitted in non-residential districts, as specified below, in accordance with the following provisions:
- i. **Banner Signs.** In all non-residential districts a maximum of one (1) banner sign may be permitted in accordance with the provisions set forth under this subsection. Banner signs shall be a maximum of ~~two feet (2') wide~~ thirty-two (32) square feet and shall be located a maximum of eight feet (8') above grade. The display of banners shall be allowed for no more than ~~one hundred and eighty-four (180)~~ forty-five (45) days per year, ~~which may include any combination of consecutive ten (10) day periods, twenty (20) periods, or forty (40) days periods.~~
  - ii. **Flags.** Flags are permitted as a supplemental sign type in all non-residential districts.

## REYNOLDSBURG ZONING CODE

- iii. **Sandwich Board Signs.** A maximum of one (1) sandwich board sign may be permitted in accordance with the provisions set forth under this subsection. Sandwich board signs shall have a maximum sign face area of six (6) square feet with a maximum board width of twenty-four inches (24") and a maximum board height of thirty-six inches (36"). Any sandwich board located in accordance with this subsection shall be constructed of wood and shall be displayed for a maximum of twelve (12) hours per day.
- iv. **Real Estate Signs.** Any combination of free-standing, wall or window real estate signs may be located upon any non-residential property for a total of three (3) signs, provided that such signs do not exceed the permitted dimensions for the corresponding sign-type in the zoning district that is applicable to the subject property. Notwithstanding anything to the contrary contained herein, if freestanding signs are not permitted in the zoning district applicable to the subject property, then one free-standing sign not exceeding seven (7) feet in height with a maximum sign face of twenty (20) square feet may be located upon the subject property. All real estate signs located in accordance with this subsection shall be removed within five (5) calendar days from closing on the sale of the subject property.
- v. **Window Sign.** Up to two (2) window signs no larger than thirty percent (30%) of the surface area of the window or windows on which such sign or signs are placed. Any window sign located in accordance with this subsection shall be located on a window or windows on the front façade of the principal building.
- vi. **Temporary Signs.** Temporary signs are permitted provided that any temporary sign may have a maximum area of two (2) square feet and may be located a maximum of three feet (3') above grade. Any temporary sign located in accordance with these provisions shall be constructed of vinyl with metal supports.

**E. Generally Applicable Regulations for all Signs.**

- i. **Sign height.** The height of a sign shall be measured from the finished grade which shall be defined as that point where the grade line intersects the front wall of the building. The height of a sign may not be artificially increased beyond the permitted height by placement of the sign on an earth mound.
- ii. **Sign setbacks.** Signs shall be located in conformity with the side and rear yard requirements of the applicable zone or district.
- iii. **Sign colors.** No sign requiring a permit under the provisions of this chapter shall contain more than four (4) colors, including black and white. Where a corporate logo is used, the logo shall count as one of the four (4) colors. Where a multi-tenant sign is present, no individual sign face panel may contain more than four (4) colors.
- iv. **Construction.** All signs shall be properly constructed and maintained to ensure that no safety hazard is created. All signs shall be built in conformity with the requirements of the Building Code and the procedures of the Building Division.
- v. **Location.** Except as otherwise provided in this Zoning Code, no sign or any part of any sign shall be placed in, over or extend into any public right-of-way.
- vi. **Lighting.** The level of illumination emitted or reflected from a sign shall not be so intense as to constitute a safety hazard to vehicular movement on any street from which the sign may be viewed, as determined by an average person. Illuminated signs shall be constructed and maintained so that the source of illumination is shielded or otherwise prevented from beaming directly onto adjacent lots or streets.
- vii. **Concealment of Wires and Components.** Irrespective of the sign type permitted under this section, all wiring and components of such sign shall be concealed from public view.

**Formatted:** Font: Times New Roman, Not Expanded / Condensed by

**Formatted:** Font: Times New Roman, Bold, Font color: Custom Color(RGB(65,64,66))

**Formatted:** Font: Times New Roman, Font color: Custom Color(RGB(65,64,66))

## COMMON REGULATIONS

- viii. **Contractor Identification.** All signs shall be plainly marked with the name of the person or company that installed the sign.
- ix. **Maintenance and Repair Required:**
  - 1. The owner of a sign shall repair, support, clean, repaint, or perform any maintenance service necessary to maintain the reasonable and proper appearance and condition of the sign. Whenever the Planning and Zoning Administrator determines a sign to be in need of repair, support, cleaning, repainting or other maintenance, he/she may issue a notice to the sign owner to complete the needed repairs or maintenance.
  - 2. All sign face panels shall be intact and free from cracks. No sign shall be permitted to exist without an intact face panel. Whenever the Planning and Zoning Administrator determines that a sign face is cracked or not intact, he/she may issue a notice to the sign owner to replace the sign face.
  - 3. If the Planning and Zoning Administrator determines that the existing condition of the sign creates an immediate hazard to the public health, safety or welfare, he/she shall issue a notice to the owner requiring the sign to be removed immediately.

### F. Nonconforming Signs.

- i. An existing sign that does not meet the requirements of this chapter shall be deemed a nonconforming sign.
- ii. A nonconforming sign shall exist and be maintained in accordance with the following:
  - 1. The size and shape of the sign structure shall not be altered, except that sign face panels may be replaced.
  - 2. If damage occurs to a sign to the extent of sixty percent (60%) or more of either the structure or its replacement cost at the time of destruction, the sign shall be brought into compliance with the provisions of this Zoning Code.
- iii. A nonconforming sign shall not be structurally relocated or replaced, unless the new sign is in compliance with this chapter.

### G. Abandoned Signs and Sign Faces.

- i. A sign or sign face shall be considered abandoned when:
  - 1. The sign or sign face remains after the discontinuance of a use. A use is considered to be discontinued if it is closed to the public for at least ninety (90) consecutive days.
  - 2. The sign or sign face is not maintained in accordance with the provisions of this chapter and the owner of the sign has not complied with notices to maintain the reasonable and proper appearance and condition of the sign.
- ii. Whenever the Planning and Zoning Administrator determines that a sign has been abandoned as defined in this chapter, the right to maintain and use such a sign shall terminate immediately. Physical removal of a sign may be accomplished pursuant to the nuisance abatement procedures and ordinances of the City.
- iii. Whenever the Planning and Zoning Administrator determines that a sign face is abandoned as defined in this chapter but the existing sign conforms to the Zoning Code, he/she may issue a



## REYNOLDSBURG ZONING CODE

notice to the sign owner to remove the abandoned panel and replace it with a blank. This shall not apply to signs maintained on lots that do not have any existing structure.

- iv. Whenever the Planning and Zoning Administrator determines that a sign face in a multi-tenant sign is abandoned but other panels on the sign are not abandoned, he or she may issue a notice to the sign owner to remove the abandoned panel and replace it with a blank.

**H. Special Sign Regulations for Gasoline Stations.** Gasoline stations present several unique challenges for signage purposes due to industry-wide advertisement of the price of fuels for sale. In order to address these unique challenges, ground signs on lots with gasoline stations shall be permitted to incorporate electronic signage. Exempted ground signs of this type shall be subject to the following special regulations:

- i. The electronic signage shall take up no more than one-third (1/3) of the sign area permitted by this chapter.
- ii. The electronic signage shall consist of a solid background with only one illuminated color per electronic panel.
- iii. Such signs shall be subject to all other sign regulations of this chapter, and of the applicable zone or district.

## SECTION 1105.05 ACCESSORY STRUCTURES

**A. Generally Applicable Regulations for Accessory Uses and Accessory Structures.** An accessory use or accessory structure shall be permitted in any district provided that:

- i. It is incidental to and customarily found in connection with the main use or main building permitted in the district;
- ii. It is subordinate to and serves the main use or building;
- iii. It is subordinate to the main use or building in ground area, floor area, extent, and purpose;
- iv. It is located on the same lot as the main building or main use which it serves; and
- v. It contributes to the comfort, convenience, or necessity of occupants, business, or industry of the main use or main building served.
- vi. Except as otherwise provided by this Zoning Code, a use or structure which is interpreted by the Planning and Zoning Administrator or by the Board of Zoning and Building Appeals to be an accessory use or accessory structure may only be established or constructed on a lot having a legally existing main use or main building.
- vii. Except as otherwise provided in this Zoning Code, an accessory structure:
  1. Shall not be located closer to any public right-of-way than the main building and shall not be located in the required front yard;
  2. Shall not be located closer than six feet (6FT) to any rear lot line and not closer than three feet (3FT) to any side lot line;
  3. Shall not be located closer than ten feet (10FT) to a main building;
  4. Shall not occupy more than twenty percent (20%) of the required rear yard;

## COMMON REGULATIONS

5. In residential districts, the lot coverage of accessory structures shall not be more than fifty percent (50%) of the finished floor area of the main structure;
  6. Except for accessory dwelling units, where permitted, shall not contain facilities for dwelling purposes; and
  7. Shall not exceed fifteen feet (15FT) in height.
- viii. For the purposes of this section, a storage building equal to or less than fifty square feet (50SF) in area, not permanently attached to the ground, is not considered a structure. Only one (1) such storage building may be placed on a lot without a zoning certificate. Any additional buildings shall be considered accessory structures and subject to the provisions of this section. Storage buildings of this type shall be located behind the main structure and shall conform with the minimum lot line setbacks listed in this section.

### SECTION 1105.07 LANDSCAPING AND BUFFERING

**A. Purpose and Intent.** These standards are intended to establish landscaping regulations that:

- i. Improve the aesthetic appearance of setback areas, common open space areas, public rights-of-way and off-street vehicular parking areas;
- ii. Encourage the preservation of existing trees and natural features;
- iii. Promote compatibility among different land uses;
- iv. Promote the use of generally accepted landscape design principles; and
- v. Protect public health, safety and welfare by minimizing the impact of all forms of physical and visual pollution, controlling soil erosion, screening unsightly areas, preserving the integrity of neighborhoods and enhancing pedestrian and vehicular traffic and safety.

**B. Application.** ~~The Planning and Zoning Administrator may require a~~ landscape plan and/or tree survey ~~shall be required to be submitted~~ in conjunction with any application for a zoning certificate, a variance, a conditional use permit, a similar use determination, a subdivision plat, or a site plan and design review approval. Such landscape plan and/or tree survey shall include the following:

- i. The present location, size, and description of all existing major trees, with a designation of existing major trees sought to be removed.
- ii. ~~The~~ location, size and description of landscaping materials proposed to be placed on the lot in order to comply with this section.
- iii. The location and size of any structures presently on the lot, and those proposed to be placed on the lot.
- iv. The proposed location and description of screening to be placed on the lot in order to comply with this section.

**C. General Landscape Provisions.**

- i. ~~When required by the Planning and Zoning Administrator, No zoning certificate, variance, conditional use permit, similar use determination, subdivision plat or site plan and design approval shall be granted until~~ a landscape plan ~~shall be~~ approved in

## COMMON REGULATIONS

5. In residential districts, the lot coverage of accessory structures shall not be more than fifty percent (50%) of the finished floor area of the main structure;
  6. Except for accessory dwelling units, where permitted, shall not contain facilities for dwelling purposes; and
  7. Shall not exceed fifteen feet (15FT) in height.
- viii. For the purposes of this section, a storage building equal to or less than fifty square feet (50SF) in area, not permanently attached to the ground, is not considered a structure. Only one (1) such storage building may be placed on a lot without a zoning certificate. Any additional buildings shall be considered accessory structures and subject to the provisions of this section. Storage buildings of this type shall be located behind the main structure and shall conform with the minimum lot line setbacks listed in this section.

### SECTION 1105.07 LANDSCAPING AND BUFFERING

**A. Purpose and Intent.** These standards are intended to establish landscaping regulations that:

- i. Improve the aesthetic appearance of setback areas, common open space areas, public rights-of-way and off-street vehicular parking areas;
- ii. Encourage the preservation of existing trees and natural features;
- iii. Promote compatibility among different land uses;
- iv. Promote the use of generally accepted landscape design principles; and
- v. Protect public health, safety and welfare by minimizing the impact of all forms of physical and visual pollution, controlling soil erosion, screening unsightly areas, preserving the integrity of neighborhoods and enhancing pedestrian and vehicular traffic and safety.

**B. Application.** ~~The Planning and Zoning Administrator may require a~~ landscape plan and/or tree survey ~~shall be required to be submitted~~ in conjunction with any application for a zoning certificate, a variance, a conditional use permit, a similar use determination, a subdivision plat, or a site plan and design review approval. Such landscape plan and/or tree survey shall include the following:

- i. The present location, size, and description of all existing major trees, with a designation of existing major trees sought to be removed.
- ii. ~~The~~ location, size and description of landscaping materials proposed to be placed on the lot in order to comply with this section.
- iii. The location and size of any structures presently on the lot, and those proposed to be placed on the lot.
- iv. The proposed location and description of screening to be placed on the lot in order to comply with this section.

**C. General Landscape Provisions.**

- i. ~~When required by the Planning and Zoning Administrator, No zoning certificate, variance, conditional use permit, similar use determination, subdivision plat or site plan and design approval shall be granted until~~ a landscape plan ~~shall be~~ approved in

## REYNOLDSBURG ZONING CODE

accordance with this chapter prior to granting a zoning certificate, a variance, a conditional use permit, a similar use determination, a subdivision plat, or a site plan and design review. ~~A zoning certificate is not required for the addition of pervious surface including grass, mulched groundcover, other planted areas, and/or permeable or pervious pavers or paving that facilitates the infiltration of water into the soil.~~

- ii. No landscaped area shall be used for display and/or storage purposes.
  - iii. The species, location and spacing of trees and shrubs planted in all public rights-of-way and on all sites shall be subject to approval by the Planning and Zoning Administrator.
  - iv. No Certificate of Occupancy shall be granted until all conditions herein have been met; however, in the event landscaping cannot be completed due to weather conditions, or peculiar conditions related to the development of the subject property such as conditions related to phased development, the applicant shall provide financial security, in a form acceptable to the City, in the amount of one hundred twenty-five percent (125%) of the cost of materials and installation of all remaining landscaping to be completed and an estimate of such costs in order to be eligible for a Certificate of Occupancy.
  - v. When phasing development upon a property, a proportionate share of landscaping acceptable to the City shall be installed and maintained with each phase based on the size of the proposed phase and shall be considered completed for the purposes of these regulations when such proportionate share of landscaping has been installed, unless special circumstances warrant the installation of a greater amount of landscaping with any phase.
  - vi. The developer and/or property owner shall be responsible for the installation and maintenance of all landscaping, buffering, perimeter treatment and screening improvements in a healthy condition. This provision shall also apply to single-family and two-family dwellings.
  - vii. Bare earth shall not be considered landscaping or a landscaped area for the purposes of meeting the landscape requirements herein. Land area shall be considered "covered" if it is used for growing grass, shrubs, trees, plants or flowers, or if covered by decorative rock, stone or wood chips, or otherwise landscaped as provided herein. This provision shall also apply to single-family and two-family dwellings.
  - viii. These landscaping provisions are not intended to require multiple or overlapping setbacks, buffers and perimeter treatments. When more than one (1) such standard applies, that standard which results in the higher landscaping or buffering requirement shall apply. Buffering and perimeter treatments may be located within the required setbacks and may be counted toward required open space except not as usable open space.
  - ix. Utility easements which conflict with required buffer yards, perimeter treatment, parkway or median standards may require an alternative design approach to address such conflicts.
- D. **Tree Preservation.** Unless exempted in accordance with this subsection, all existing major trees shall be preserved. The Building Inspector may approve the cutting down, removal or destruction of a major tree/trees when the tree or trees interferes with the proper development of the lot, provided that the lot is the subject of an application for approval of a zoning certificate, development plan approval or variance, such application is approved and one of the following applies:
- i. The tree or trees will be located within the public right of way.
  - ii. The subject property cannot be arranged in a manner to avoid removal of the tree or trees at the same time permitting the desirable and logical development of the lot.
  - iii. The tree/trees are located within the proposed driveway to service a single-family home, and such driveway cannot otherwise be relocated.

## REYNOLDSBURG ZONING CODE

per street.

- K. Drive-Thru Service.** The following regulations shall apply to the approval and operation of drive-thru establishments:
- i. Loudspeakers shall be located and designed, with volume and hours of operation controlled, in a manner to minimize noise impacts on nearby residential uses.
  - ii. Lanes required for vehicle access to and waiting for use of a drive thru facility shall be designed to have sufficient length to accommodate the peak number of vehicles projected to use the facility at any one (1) time, to provide escape/abort lanes for vehicles desiring to leave the stacking lanes or to avoid disabled vehicles, and to minimize impacts on the use of other required parking or drives or on the use of abutting streets and hazards to pedestrians. ~~The Planning and Zoning Administrator or Board of Zoning and Building Appeals, as applicable, may require The applicant shall provide~~ a traffic study which documents ~~to the satisfaction of the Board~~ the projected vehicular use of the proposed facilities and evidence of compliance with the provisions of this Zoning Code.
  - iii. The Planning and Zoning Administrator or Board of Zoning and Building Appeals, as applicable, may impose restrictions on the hours of operation in order to reduce inappropriate impacts on abutting uses and on street traffic and to ensure compatibility with normal vehicular activity in the district.
  - iv. The applicant shall so design the site plan or otherwise provide assurances as to reduce the impacts of lighting, litter, noise, and exhaust resulting from the facility, especially impacts on nearby residential uses.
- L. Solar Panels and Solar Panel Arrays.** The following regulations shall apply to the installation of solar panels and solar panel arrays:
- i. **Accessory Use.** A solar panel or a solar panel array, in each case, whether freestanding or roof mounted, shall be classified as a permitted accessory use in all zoning districts in the city, subject to the regulations set forth herein. Any solar panel or solar panel array shall be installed in accordance with all applicable building and electrical codes. Except as otherwise, provided herein, solar panels and solar panel arrays shall be installed and located in accordance with the zoning regulations for the base zoning district in which such panels or arrays are to be installed. Applications for solar panels or solar panel arrays shall be submitted to the Planning and Zoning Administrator on the forms provided from time to time.
  - ii. **Roof mounted solar panels and solar panel arrays.** Roof-mounted solar panels or solar arrays shall be located in accordance with the following regulations.
    1. **Roof Line.** A roof-mounted solar panel or solar panel array shall not be located so that it extends beyond the roof line in any direction including above and beyond the roof peak.
    2. **Roof Height Projection.** When located on a flat roof, solar panels or solar panel arrays shall not be project vertically more than ten feet from the surface of the flat roof. For purpose of this subsection, "flat roof" shall mean any roof that is less than seventeen (17) degrees or 2/12 pitch.
    3. **Glare.** Roof mounted solar panels or solar panel arrays shall not be positioned so as to create glare on to adjacent roads, buildings, lots, or rights-of-way.
  - iii. **Freestanding solar panels and solar panel arrays.** Free-standing solar panels or solar arrays shall

## NON-CONFORMITIES

### SECTION 1107.09 CONTIGUOUS LOT

- A. If two (2) or more lots or combinations of lots and portions of lots with continuous frontage in single ownership are of record at the time of passage or amendment of this Code, and if all or part of the lots do not meet the requirements established for lot width and area, the lands involved shall be considered to be an undivided parcel for the purpose of this Code, and no portion of such parcel shall be used or sold in a manner which diminishes compliance with lot width and area requirements established by this Code, nor shall any division of any parcel be made which creates a lot width or area below the requirements stated in this Code.

### SECTION 1107.11 ALTERATION OF NON-CONFORMING STRUCTURE

- A. No such non-conforming structure may be enlarged or altered in a manner which increases its nonconformity, but any structure or portion thereof may be altered to decrease its nonconformity.
- B. If lawful use of a structure, or of structure and premises in combination, exists at the effective date of adoption or amendment of this Code that would not be allowed in the district under the terms of this Code, the lawful use may be continued so long as it remains otherwise lawful, subject to the following provisions:
- i. No existing structure devoted to a use not permitted by this Code in the zone or district in which it is located shall be enlarged, extended, constructed, reconstructed, moved or structurally altered, except in changing the use of the structure to a use permitted in the zone or district in which it is located.
  - ii. Any non-conforming use may be extended throughout any of the parts of a building which were manifestly arranged or designated for such use at the time of adoption or amendment of this Code, but no such use shall be extended to occupy any land outside such building.
  - iii. Any structure, or structure and land in combination, in or on which a non-conforming use is superseded by a permitted use, shall thereafter conform to the regulations for the applicable zone or district, and the non-conforming use may not thereafter be resumed.
  - iv. Where a non-conforming use has been discontinued, meaning that the structure containing the use has remained vacant, unoccupied, unused or has ceased the daily activities or operations which had occurred, for a period of 12 or more continuous months, the non-conforming use shall be permanently terminated.
  - v. Any non-conforming structure damaged to an extent of more than 75% of its then fair market value, exclusive of foundations, shall not be restored or reconstructed, used or occupied as a non-conforming use. If such damage amounts to 75% or less of the fair market value, the non-conforming structure may be restored, provided a building permit is obtained and that such restoration shall begin within one year from the time of damage.
  - vi. The BZBA may approve the reconstruction of a non-conforming structure damaged to a greater extent than permitted herein upon review of a request for variance submitted under Chapter 1109.

## REYNOLDSBURG ZONING CODE

**SECTION 1107.13 CONTINUATION OF NON-CONFORMITY**

- A. If lawful use of a structure, or of structure and premises in combination, exists at the effective date of adoption or amendment of this Code that would not be allowed in the district under the terms of this Code, the lawful use may be continued so long as it remains otherwise lawful, subject to the following provisions:
- No existing structure devoted to a use not permitted by this Code in the zone or district in which it is located shall be enlarged, extended, constructed, reconstructed, moved or structurally altered, except in changing the use of the structure to a use permitted in the zone or district in which it is located.
  - Any non-conforming use may be extended throughout any of the parts of a building which were manifestly arranged or designated for such use at the time of adoption or amendment of this Code, but no such use shall be extended to occupy any land outside such building.
  - Any structure, or structure and land in combination, in or on which a non-conforming use is superseded by a permitted use, shall thereafter conform to the regulations for the applicable zone or district, and the non-conforming use may not thereafter be resumed.
  - Where a non-conforming use has been discontinued, meaning that the structure containing the use has remained vacant, unoccupied, unused or has ceased the daily activities or operations which had occurred, for a period of 24 or more continuous months, the non-conforming use shall be permanently terminated.
  - Any non-conforming structure damaged to an extent of more than 75% of its then fair market value, exclusive of foundations, shall not be restored or reconstructed, used or occupied as a non-conforming use. If such damage amounts to 75% or less of the fair market value, the non-conforming structure may be restored, provided a building permit is obtained and that such restoration shall begin within one year from the time of damage.
  - The BZBA may approve the reconstruction of a non-conforming structure damaged to a greater extent than permitted herein upon review of an application for variance submitted pursuant to Chapter 1109 of this Code.

**SECTION 1107.15 REPAIRS AND ALTERATIONS**

- A. Repairs, alterations and maintenance work as required to keep said non-conforming structure in sound condition and repair may be made to a non-conforming structure; provided that the total repairs and alterations shall not exceed 50% of the structure's then fair market value.
- B. Nothing in this Code shall be deemed to prevent the strengthening or restoring to a safe condition of any building or part thereof declared to be unsafe by any official charged with protecting the public safety, upon order of such official.

**SECTION 1107.17 EFFECT OF PRIOR REGULATIONS**

- A. Chapter 1195 of Ordinance 37-69 (passed May 12, 1969) established requirements for certificates for

Formatted: Font color: Auto

Deleted:

Deleted: ¶

Formatted: Font color: Custom Color(RGB(65,6

Formatted: List Paragraph, Left, Indent: Hangir  
Right: 1.16", Space Before: 4.75 pt, Numbered  
2 + Numbering Style: i, ii, iii, ... + Start at: 1 +  
Alignment: Left + Aligned at: 1.52" + Indent at  
Tab stops: 1.75", Left + 1.75", LeftDeleted: site and design plan submitted i  
accordance with the requirements for site  
design plan submittal under Chapter 1107

Formatted: Font color: Custom Color(RGB(65,6

## NON-CONFORMITIES

---

those lawful non-conforming uses which were established prior to the effective date of that ordinance. The adoption of this Code shall not repeal or diminish those requirements or rights which were applicable to the lawful non-conforming uses which were subject to Ordinance 37-69.

- B. Uses and structures established subsequent to the effective date of Ordinance 37-69 shall have been established in conformance with the provisions of that ordinance and its subsequent amendments in order to be deemed lawful.
- C. Any lawfully existing use or structure existing on the effective date of this Code, which use or structure does not conform with one (1) or more of the provisions of this Code, shall be deemed a non-conforming use or structure under the provisions of this Code. Provided that such non-conforming use or structure was established in conformance with the zoning provisions in effect prior to adoption of this Code, and provided that such use or structure was established under authorization of and in conformance with a permit or other authorization issued by the City, then such use or structure shall be a lawful non-conforming use or structure and shall be permitted to continue under the provisions of this Code.



## ADMINISTRATION AND PROCEDURES

thirty (30) days of the receipt of such written request.

### SECTION 1109.21 CERTIFICATE OF APPROPRIATENESS—OLDE REYNOLDSBURG DISTRICTS.

- A. Certificate of Appropriateness (COA).** A certificate of appropriateness must be obtained prior to commencing new construction or any exterior remodeling, reconstruction or other exterior building modifications of non-residential structures located within the Olde Reynoldsburg Districts. The Planning and Zoning Administrator shall not issue a zoning certificate prior to the Planning Commission's review and approval of a certificate of appropriateness in accordance with the provisions of this chapter. The Planning and Zoning Administrator shall review all zoning certificate applications for projects within the design review districts exempted from a COA by this section or any other section of this Zoning Code, for compliance with the standards of Section design guidelines adopted by the Planning Commission or City Council. If in the professional opinion of the Planning and Zoning Administrator, the proposed project does not meet those standards or design guidelines, a certificate of appropriateness from the Planning Commission shall be required.
- B. Application for COA.** All applications and attachments for a COA shall be made to the Planning and Zoning Administrator at least ~~thirty-fourteen (30) 14~~ days prior to a regularly scheduled meeting of the Planning Commission.
- C. Exception to COA.** A certificate of appropriateness shall not be required in the case of customary building maintenance activities that do not alter the building material types or exterior colors.
- D. COA Review.** The Planning Commission shall review an application for a COA to determine if proposed new construction or alteration to an existing non-residential structure promotes, preserves and enhances the overall architectural character and integrity of the Olde Reynoldsburg Neighborhood District or Olde Reynoldsburg Commercial District, as applicable, and to endeavor to assure that the proposed structure or alteration would not be at variance with existing non-residential structures within such district. In considering the new construction or alteration, the Planning Commission shall evaluate the application based whether the proposal:
- i. Enhances the attractiveness and desirability of the district;
  - ii. Encourages the orderly and harmonious development in a manner in keeping with the overall character of the district.
  - iii. Improves residential amenities in any adjoining residential neighborhood.
  - iv. Enhances and protects the public and private investment in the value of all land and improvements within the district.
  - v. Satisfies the applicable guidelines set forth under Chapter 1103; and
  - vi. Overall effects of the project or development on the appearance and environment of the district.
- E. Time for Decision on COA.** The Planning Commission shall render a decision on all applications within sixty (60) days from the original hearing of the Planning Commission unless additional time is requested by the applicant. Upon approval by the Board, the Planning and Zoning Administrator shall

## REYNOLDSBURG ZONING CODE

- D. If a decision on the application is to be made by someone other than the Planning and Zoning Administrator, then the complete application shall be forwarded to the appropriate body for review in accordance with this Code.
- E. Unless otherwise prescribed by this Code or requested by the applicant, the applicable decision-making body or administrator shall render a decision on all applications within sixty (60) days from the original hearing.
- F. The Planning and Zoning Administrator, in consultation with the Director of Development, BZBA, or any additional City staff shall publish application procedures and additional requirements in a document to be known as the Development Handbook, which shall be incorporated here by reference.  
The Planning and Zoning Administrator shall make the most current version of this document available to the public in a manner that is easily accessible.
- G. In the interest of timely and efficient administration of the provisions of this Code, applicants may submit, and the Board may take action upon, concurrent applications for conditional uses, similar use determinations, variances, and other matters on which the Board is granted authority by this Code. All such concurrent applications shall be submitted in conformance with the applicable provisions of this Code. The Board shall not take such concurrent action if it determines that such concurrent action is not in the best interest of the city.
- H. Unless otherwise prescribed by this code or requested by the applicant, the Board shall render a decision on all applications within sixty (60) days from the original hearing.

**SECTION 1109.11 ZONING CERTIFICATE**

- A. The submission and review of zoning certificates shall be conducted in accordance with the provisions set forth hereunder.
- B. No use of land, building or structure and no construction or alteration of an existing use, building, or structure shall commence until a zoning certificate is issued by the Planning and Zoning Administrator certifying that the intended use of the premises has been documented, reviewed, and approved in conformance with the provisions of this Zoning Code. A zoning certificate shall only be issued by the Planning and Zoning Administrator subsequent to completion of all procedures and approvals required by this Code. The Planning and Zoning Administrator shall not be required to issue a zoning certificate where the subject property is not in compliance with the Zoning Code, Building Code, or Property Maintenance Code.
- C. Except as otherwise provided in this Code, a zoning certificate shall be required before:
- D. An application for a zoning certificate shall be submitted to the Planning and Zoning Administrator and shall include, a plan or plans drawn to scale showing:
  - i. The dimensions and the shape of the lot to be used or built upon;
  - ii. the sizes and locations of existing structures and uses on the lot;
  - iii. the dimensions and locations of proposed structures and uses;

## SECTION 1109.15      CONDITIONAL USES

- A. Reviews of applications for conditional uses shall be conducted by the Planning and Zoning Administrator in accordance with the provisions set forth under this section; provided however, if, the Planning and Zoning Administrator determines in his or her professional opinion that an application warrants public review, then the Planning and Zoning Administrator shall forward such application to the BZBA for review. The intent of the procedure for authorizing a conditional use is to set forth the development standards and criteria for locating and developing conditional uses in harmony with the character of the surrounding area, conditions of development and with regard to appropriate laws.
- B. In addition to such standard information regarding the subject property and the applicant, the application for a conditional use shall contain the following:
  - i. description of the zoning district and existing uses of adjacent lots;
  - ii. a statement of the conditional use for which the application is submitted,
  - iii. including a description of the activities proposed on the subject property, the goods and services sold or provided, hours of operation, anticipated number of employees, nature and volume of delivery activity, and other information which will assist the BZBA with understanding the nature of the proposed use and its potential impacts;
  - iv. a plan of the proposed site and improvements showing the proposed location of all structures, parking and loading areas, streets and traffic accesses, open spaces, refuse and service areas, utilities, signs, yards, landscaping, and other relevant features;
  - v. a narrative statement describing the compatibility of the proposed use with the existing uses of adjacent lots and with the Land Use Plan, including an evaluation of the effects on adjoining lots of such elements as traffic circulation, noise, glare, odor, fumes, vibration, and storm water, and any measures proposed to mitigate such effects;
  - vi. a narrative addressing each of the applicable criteria set forth in the standards and requirements for all conditional uses set forth below and, as applicable, the supplementary requirements for special uses set forth under the applicable district or zone regulations.
  - vii. Such other information as the BZBA deems necessary to make a determination of the compliance of the proposed use with the applicable standards and regulations. Such additional information may include, but shall not be limited to:
    1. Traffic impact analysis;
    2. Storm water impact analysis; and/or
    3. Utility impact analysis.
- C. When review of an application for a conditional use permit is forwarded by the Planning and Zoning Administrator to the BZBA, before approving or denying a request for a conditional use, the BZBA shall hold at least one public hearing on the matter. The BZBA shall cause notice of the hearing to be made in accordance with its standard process for providing notice of a hearing. The notice of hearing shall state thereon the nature of the request and the time and place of the public hearing.
- D. Upon reviewing an application for a conditional use, the Planning and Zoning Administrator or the BZBA, as applicable, shall consider whether the application provides adequate evidence that the

proposed conditional use is consistent with the following standards:

- i. The proposed use shall be in harmony with the existing or intended character of the zone or district and nearby affected zones and districts and shall not change the essential character of the zones and districts;
  - ii. The proposed use shall not adversely affect the use of adjacent property;
  - iii. The proposed use shall not adversely affect the health, safety, morals, or welfare of persons residing or working in the neighborhood;
  - iv. The proposed use shall be served adequately by public facilities and services such as, but not limited to, roads, police and fire protection, storm water facilities, water, sanitary sewer, and schools;
  - v. The proposed use shall not impose a traffic impact upon the public right-of-way significantly different from that anticipated from permitted uses of the zone or district;
  - vi. The proposed use shall be in accord with the general and specific objectives, and the purpose and intent of this Zoning Code and the Land Use Plan and any other plans and ordinances of the City;
  - vii. The proposed use complies with the applicable specific provisions and standards of this Code;
  - viii. The proposed use shall be found to meet the definition and intent of a use specifically listed as a conditional use in the zone or district in which the subject property is situated.
- E. After review of the application and any additional information presented by the applicant, the Planning and Zoning Administrator or the BZBA, as applicable, shall take action to:
- i. Approval the conditional use, based upon findings of compliance with the standards and requirements of this Code and subject to conditions to ensure compliance with this Code; or
  - ii. deny the conditional use, upon finding that the application does not comply with the provisions of this Code
- F. In approving a conditional use, the Planning and Zoning Administrator or the BZBA, as applicable, may impose such conditions as deemed necessary to protect the public welfare, preserve the purpose and intent of this Code, to protect the character of the surrounding properties and neighborhood affected by the proposed use, and to mitigate the special impacts of the use. Such conditions may include, but shall not be limited to:
- i. Locations, setbacks, and configurations of structures and of uses of interior and exterior space;
  - ii. Screening comprised of landscaping, walls, fencing or other materials or construction;
  - iii. Access points and traffic management provisions, including those impacting vehicular and pedestrian access, and the locations and design of parking facilities;
  - iv. Noise control measures, including those regulating loudspeakers or irregular vehicular or equipment noise;
  - v. Other features of construction, including but not limited to paving and parking, signs, and landscaping;
  - vi. Hours and method of operation;

## ADMINISTRATION AND PROCEDURES

---

- vii. Maintenance of the site, structures, and landscaping;
  - viii. Means of controlling glare, vibration, odors, dust, smoke, hazardous materials, refuse matter, water-carried waste, and storm water; and
  - ix. A time limit for operation of the use, if temporary operation is determined to be a typical characteristic of the proposed use or otherwise appropriate given unique circumstances of the proposed use.
- G. Subsequent to approval by the Planning and Zoning Administrator or the BZBA, and compliance with all applicable conditions of such approval and of this Zoning Code, the Planning and Zoning Administrator shall issue a zoning certificate stating the conditional use and all conditions of its approval.
- H. Approval of a conditional use shall be void upon the occurrence of any or all of the following:
- i. The applicant fails to commence construction of the structure in which the approved conditional use is to be conducted within one (1) year of the date of approval;
  - ii. the applicant fails to commence the operation of the conditional use within six (6) months of the date of the approval, where such use is to be conducted in an existing structure; and/or
  - iii. The conditional use is operated in a manner which violates any condition of the approval.
- I. The Planning and Zoning Administrator shall review all approved conditional use permit applications six (6) months after final action to determine if the approved use is in operation and otherwise in compliance with all conditions of approval. Upon such six (6) month review the Planning Zoning Administrator shall proceed in accordance with the circumstances outlined below:
- i. If the Planning and Zoning Administrator finds the conditional use to be in operation and in compliance with the conditions of approval, the Planning and Zoning Administrator shall notify the BZBA of such compliance.
  - ii. If the Planning and Zoning Administrator finds that construction has not begun, the Planning and Zoning Administrator shall record that information for an additional six (6) month review, and shall notify the BZBA of such inaction.
  - iii. If the Planning and Zoning Administrator finds a use in an existing structure or building not to be in operation, the permit and zoning certificate shall be deemed revoked and the Planning and Zoning Administrator shall notify the applicant of such revocation as well as the BZBA. Upon such revocation, the applicant shall have the right to appeal that decision of the Planning and Zoning Administrator to the BZBA and request the BZBA allow up to one (1) additional six (6) month period to begin operation following the administrative appeal procedure.
- J. Whenever the Planning and Zoning Administrator determines that a conditional use is being operated in a manner that violates any condition of the use's approved permit, the permit and zoning certificate shall be considered revoked. The Planning and Zoning Administrator shall notify the permit holder as such, who shall immediately discontinue operation of the use:
- i. If this determination is made in conjunction with the six (6) month review procedure for an approved permit, the Planning and Zoning Administrator shall also notify the BZBA. The applicant shall have the right to appeal this determination of the Planning and Zoning

## REYNOLDSBURG ZONING CODE

- Administrator to the BZBA following the administrative appeal procedure. Upon appeal, the BZBA shall (a) approve upholding the revocation, (b) overturn the revocation and reapprove the conditional use permit or (c) overturn the revocation and modify of the conditions of approval.
- ii. If this determination is made at any other time, the Planning and Zoning Administrator shall notify the BZBA. The applicant shall have the right to appeal this determination of the Planning and Zoning Administrator following the normal administrative appeal procedure. Upon appeal, the BZBA shall have the power to uphold the revocation or reapprove the permit.
- K. If this determination is made in conjunction with the six (6) month review procedure for an approved permit, the Planning and Zoning Administrator shall also notify the BZBA. The applicant shall have the right to appeal this determination of the Planning and Zoning Administrator to the BZBA following the administrative appeal procedure. Upon appeal, the BZBA shall (a) approve upholding the revocation, (b) overturn the revocation and reapprove the conditional use permit or (c) overturn the revocation and modify of the conditions of approval.
  - L. The conditions of an approved conditional use permit may be amended upon request of the permit holder. Any amendment proceeding shall be conducted in accordance with the procedures, requirements, and standards applicable to review of a new conditional use permit.
  - M. Subsequent to disapproval of an application for a conditional use permit, a period of at least one (1) year shall elapse before another application for the same conditional use at the location may be considered by the Planning and Zoning Administrator or the BZBA.
  - N. Appeals of decisions of the Planning and Zoning Administrator may be taken to the BZBA pursuant to the procedures set forth under Chapter 1109.25 hereof. Appeals of decisions of the BZBA may be taken to the Franklin County Court of Common Pleas as allowed by Ohio Revised Code Chapter 2506.

**SECTION 1109.17 SIMILAR USE DETERMINATION**

- A. The conditions of an approved conditional use permit may be amended upon request of the permit holder. Any amendment proceeding shall be conducted in accordance with the procedures, requirements, and standards applicable to review of a new conditional use permit.
- B. Subsequent to disapproval of an application for a conditional use permit, a period of at least one (1) year shall elapse before another application for the same conditional use at the location may be considered by the Planning and Zoning Administrator or the BZBA.
- C. Appeals of decisions of the Planning and Zoning Administrator may be taken to the BZBA pursuant to the procedures set forth under Chapter 1109.25 hereof. Appeals of decisions of the BZBA may be taken to the Franklin County Court of Common Pleas as allowed by Ohio Revised Code Chapter 2506.
  - i. Such use is not listed in any other zone or district as a permitted use;
  - ii. Such use has characteristics and impacts consistent with those of one (1) or more of the permitted uses in the district; and such use has characteristics and impacts more consistent with those of the permitted uses of the zone or district than with the permitted uses of any other district;

## ADMINISTRATION AND PROCEDURES

---

- iii. The establishment of such use in the zone or district will not significantly alter the nature of the district;
  - iv. Such use does not create dangers to health and safety and does not create offensive noise, vibration, dust, heat, smoke, odor, glare, traffic, or other objectionable impacts or influences to an extent greater than normally resulting from permitted uses listed in the zone or district; and
  - v. Such use does not typically require site conditions or features, building bulk or mass, parking lots or spaces, or other requirements dissimilar from permitted uses; and the typical development of site and buildings for such use is compatible with those required for permitted uses and can be constructed in conformance with the standard regulations for height, lot dimensions, setbacks, and other provisions of the zone or district.
- D. A similar use shall be heard by the BZBA in accordance with the notice provisions applicable to a conditional use.
- E. Based upon the application of the foregoing factors, the BZBA shall determine whether a proposed use should be or should not be determined to be a similar use for the district or zone. Appeals of any similar use determination shall be heard by City Council in accordance with the appeals provisions set forth under Chapter 1109.25 hereof.
- F. Following the approval of any similar use determination, the Planning and Zoning Administrator shall conduct the six (6) month review applicable to conditional uses and make such determinations and reports as provided for under Chapter 1109.15(J) hereof.
- G. Within fourteen (14) days of the BZBA's denial of a similar use determination, the applicant may file a written appeal with City Council. Any applicant who does not file an appeal within fourteen (14) days of the date of denial by the BZBA shall have waived such right to appeal, and the decision of the BZBA shall become final.

## ADMINISTRATION AND PROCEDURES

- iii. The establishment of such use in the zone or district will not significantly alter the nature of the district;
  - iv. Such use does not create dangers to health and safety and does not create offensive noise, vibration, dust, heat, smoke, odor, glare, traffic, or other objectionable impacts or influences to an extent greater than normally resulting from permitted uses listed in the zone or district; and
  - v. Such use does not typically require site conditions or features, building bulk or mass, parking lots or spaces, or other requirements dissimilar from permitted uses; and the typical development of site and buildings for such use is compatible with those required for permitted uses and can be constructed in conformance with the standard regulations for height, lot dimensions, setbacks, and other provisions of the zone or district.
- D. A similar use shall be heard by the BZBA in accordance with the notice provisions applicable to a conditional use.
- E. Based upon the application of the foregoing factors, the BZBA shall determine whether a proposed use should be or should not be determined to be a similar use for the district or zone. Appeals of any similar use determination shall be heard by City Council in accordance with the appeals provisions set forth under Chapter 1109.25 hereof.
- F. Following the approval of any similar use determination, the Planning and Zoning Administrator shall conduct the six (6) month review applicable to conditional uses and make such determinations and reports as provided for under Chapter 1109.15(J) hereof.
- G. Within fourteen (14) days of the BZBA's denial of a similar use determination, the applicant may file a written appeal with City Council. Any applicant who does not file an appeal within fourteen (14) days of the date of denial by the BZBA shall have waived such right to appeal, and the decision of the BZBA shall become final.

## SECTION 1109.19 SITE PLAN AND DESIGN REVIEW

| SITE PLAN AND DESIGN REVIEW          | WHEN APPLICABLE....                                                                                                                                                                                                                                     |
|--------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Standard Site Plan and Design Review | Any <del>non-residential</del> development, building addition, or site improvement <u>which involves under five thousand square feet (5,000SF) of structure or building, other than a fence or accessory structure, under 5,000 square feet (200SF)</u> |

Formatted: Font: 8 pt

Formatted: Font: 8 pt



## REYNOLDSBURG ZONING CODE

| SITE PLAN AND DESIGN REVIEW       | WHEN APPLICABLE....                                                                                                                                                                                                                                         |
|-----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Major Site Plan and Design Review | Any <del>non-residential</del> development, which involves more than five thousand square feet (5,000SF) of structure or building;                                                                                                                          |
|                                   | <del>Any non-residential development proposal which seeks to deviate from the district regulations applicable to the subject property, including but not limited to deviation from landscape requirements, lighting requirements and design elements;</del> |
|                                   | Any <del>non-residential</del> development impacting or adjacent to an environmentally sensitive feature;                                                                                                                                                   |
|                                   | Any <del>non-residential</del> development which in the professional opinion of the Planning and Zoning Administrator, warrants public review.                                                                                                              |

Commented [EW2]:

Commented [EW3]: Variance?

- A. **Applicability.** Except as otherwise provided herein or elsewhere in this Zoning Code, standard site plan and design review or major site plan and design review is required for all non-residential development in any district in accordance with the provisions contained herein. The Planning and Zoning Administrator shall conduct standard site plan and design review and the Planning Commission shall conduct major site plan and design review, in each case, as provided below.
- B. **Standard Site Plan and Design Review.** Standard site plan and design review shall be required for any development, building addition, or site improvement, other than a fence or accessory structure, under five thousand square feet (5,000 s.f.), that does not otherwise require major site plan and design review as described below.
- C. **Standard Site Plan and Design Review—Application.** An application for standard site plan and design plan review shall be submitted to the Planning and Zoning Administrator and shall include the following information:
- i. A vicinity map showing the location of the proposed development in relationship to the surrounding area including major thoroughfares.
  - ii. A site plan illustrating the following:
    1. The dimensions of property lines, parcel dimensions and adjoining rights-of-way.
    2. ~~The names and addresses of all adjoining property within one hundred fifty feet (150 ft.) of the proposed development.~~
    - 3.2 The current zoning of the parcel and all adjacent parcels.
    - 4.3 The location of proposed buildings and structures.
    - 5.4 The location of existing water bodies, streams, drainage ditches, stands of trees and other pertinent features within one hundred fifty feet (150 ft.) of the proposed development.
    5. Setbacks and building separations shall be noted in accordance with zoning requirements.
    6. A landscape concept plan.
    7. A transportation and parking plan that addresses the applicable district requirements.
    6. —
  - iii. ~~A landscape plan that illustrates the applicable district requirements;~~
  - iv. ~~A transportation and parking plan that addresses the applicable district requirements, including parking requirements and a traffic access study;~~
  - v. ~~A lighting plan that addresses the applicable district requirements;~~

Formatted: Font color: Auto

Formatted: Space Before: 0 pt, Tab stops: Not a 2.06" + 2.06"

## ADMINISTRATION AND PROCEDURES

~~vi.iii.~~ An architectural plan, **including building materials and lighting features,** that addresses the applicable district design requirements; and

~~vii.iv.~~ Such other information as the Planning and Zoning Administrator or Planning Commission may require so as to carry out the full intent of the Zoning Code. Any applicant requesting review of a major site and design plan shall submit to the Planning and Zoning Administrator an application form and as many copies of the required materials as may be required by the Planning and Zoning Administrator or the Planning Commission. The Commission shall act upon the application for major site and design plan review based upon the adopted regulations, standards, and design guidelines of the City.

- D. Standard Site Plan and Design Review—Review and Approval or Denial.** Any applicant requesting standard site plan and design review shall submit to the Planning and Zoning Administrator an application form and as many copies of the required materials as the Planning and Zoning Administrator may require. Within thirty (30) days of filing a complete application, the Planning and Zoning Administrator shall act upon the application for standard site plan and design review based upon the applicable district regulations, and other applicable regulations, standards, and design guidelines of the City. If the Planning and Zoning Administrator determines that the proposed development complies with the applicable standards of the applicable districts, then, the Planning and Zoning Administrator shall issue a zoning certificate. If the Planning and Zoning Administrator determines that the proposed development does not comply with the applicable standards of the applicable district, then the Planning and Zoning Administrator shall deny the application and state the reasons for such denial in writing.
- E. Major Site Plan and Design Review.** Major site plan review shall be required for the following forms of development in any district:
- Any non-residential development, which involves more than five thousand square feet (5,000SF) of structure or building;
  - A development proposal which seeks to deviate from the district regulations applicable to the subject property, including but not limited to deviation from landscape requirements, lighting requirements and design elements;
  - A development impacting or adjacent to an environmentally sensitive feature; or
  - A development which in the professional opinion of the Planning and Zoning Administrator, warrants public review.
- F. Major Site Plan and Design Review—Application.** An application for major site plan and design review shall be submitted to the Planning and Zoning Administrator and shall include the following information:

- All materials required for standard site plan and design review as set forth above;

~~—A basic utility plan;~~

~~ii.~~

~~iii. Where required, a~~ A plot-grade-utility plan shall be submitted to the Director of Development for review and approval **subsequent to and in conformance with an approved site plan, prior to issuance of a zoning certificate for any development that qualifies for site plan review. The Director of Development shall have the power to require a plot-grade-utility plan for minor or residential site plans upon finding that the scale of the project's infrastructure warrants review by the City. A plot-grade utility plan shall only be approved subsequent to and in conformance with an approved site plan.**

**Formatted:** Font color: Auto

**Formatted:** List Paragraph, Left, Indent: Hanging: Space Before: 3.7 pt, Numbered + Level: 2 + Numbering Style: i, ii, iii, ... + Start at: 1 + Alignment: Left + Aligned at: 1.52" + Indent at: 1.75", Tab stop: 1.75", Left + 1.75", Left

**Formatted:** Font color: Custom Color(RGB(65,64,0.3 pt

**Formatted:** Font color: Custom Color(RGB(65,64,0 pt

**Formatted:** List Paragraph, Space Before: 0 pt

## REYNOLDSBURG ZONING CODE

- iii. Such other information as the Planning and Zoning Administrator or Planning Commission may require so as to carry out the full intent of the Zoning Code. Any applicant requesting review of a major site and design plan shall submit to the Planning and Zoning Administrator an application form and as many copies of the required materials as may be required by the Planning and Zoning Administrator or the Planning Commission. The Commission shall act upon the application for major site and design plan review based upon the adopted regulations, standards, and design guidelines of the City.
- G. **Site Plan and Design Review—Conditions.** In accordance with the site plan and design review procedures contained in this chapter, the Planning and Zoning Administrator or the Planning Commission, as applicable, may place such reasonable conditions on the approval of a site plan that may be required to address the standards for review set forth herein or are otherwise consistent with the purpose and intent of this Zoning Code.
- H. **Approved Site Plan—Modifications.** The Director of Development or his or her designee, may approve such adjustments to an approved site plan as are required for engineering purposes such as proper function of utilities or to accommodate soil conditions. Such adjustments shall meet the following conditions:
  - i. The adjustment is required in order to ensure the life-safety, proper function of the site utilities or building, or to comply with the regulations of a State or Federal agency;
  - ii. The adjustment is as de minimis as possible to correct the engineering issue;
  - iii. The adjustment does not increase the impervious surface on the subject property by more than one hundred square feet (100SF) as compared to the impervious surfaces contemplated on the approved site plan;
  - iv. The adjustment shall not be used to add any additional uses or tenants;
  - v. The adjustment does not increase the number of curb cuts on a public street; and
  - vi. The adjustment does not violate any specific condition of the approved site plan.
- I. **Approved Site Plan—Amendment.** Any amendment to an approved site and design plan shall be considered by the applicable approving body based on the standards applicable to such amendment; provided however, any amendment that in the direction of the Planning and Zoning Administrator constitutes a minor amendment may be reviewed and approved by the Planning and Zoning Administrator even if such amendment pertains to a major site and design plan.
- J. **Approved Site Plan—Amendment.** Any amendment to an approved site and design plan shall be considered by the applicable approving body based on the standards applicable to such amendment; provided however, any amendment that in the direction of the Planning and Zoning Administrator constitutes a minor amendment may be reviewed and approved by the Planning and Zoning Administrator even if such amendment pertains to a major site and design plan.
- K. **Site Plan—Appeals.** The BZBA shall hear all appeals of individuals who are directly affected by a decision of the Planning Commission or Planning and Zoning Administrator when such appeal is properly and timely filed as required by this chapter. An applicant refused such certificate shall appeal in writing to the BZBA within ~~fifteen-thirty~~ **(+530)** days of the date of refusal by the applicable decision-making body. BZBA shall set a date for a hearing on the appeal and render a decision on the appeal within

## **SECTION 1109.27 DURATION OF CERTIFICATES, PERMITS, APPROVALS**

- A. Unless otherwise provided in this Code, all zoning certificates, permits or other approvals granted by the Planning and Zoning Administrator, Planning Commission or BZBA, shall be valid for a period of one (1) year from date of approval by the BZBA or date of issue by the Planning and Zoning Administrator.
- B. Once a building permit is secured, a zoning certificate, permit or other approval shall be considered to expire when that building permit expires.
- C. Within that period, that applicant must complete the following for the proposed improvement:
  - i. If required, submit a subsequent zoning application;
  - ii. If required, secure a building permit; and
  - iii. If no other permits are required, construct the proposed improvement.
- D. Any application that is incomplete or otherwise un-issued by the Planning and Zoning Administrator shall expire one (1) year from the date of application.
- E. One (1) additional period of six (6) months may be granted by the Planning and Zoning Administrator upon finding that unique circumstances warrant the additional time and that the conditions upon which approval was granted have not changed.

## **SECTION 1109.29 VIOLATIONS; REMEDIES**

- A. In the event of a violation of any provision of this Code, or imminent threat thereof, the City, or the owner of any contiguous or neighboring property who would be especially damaged by such violation, in addition to any other remedies provided by law, may institute a suit for injunction to prevent or terminate such violation. The City may file for a judgment for damages if the violation is deemed to have caused damages to the City.
- B. Notice of Violation.
  - (1) Whenever the Planning and Zoning Administrator, or her or his designee, determines there are reasonable grounds to believe that there is a violation of any provisions or requirements set forth in this Zoning Code, the Administrator or designee may issue a notice setting forth the alleged violations and advising the owner or person having a charge that such violations must be corrected.
  - (2) Content of Notice of Violation.
    - a. All notices of violation shall be in writing and shall be served on the owner, operator, occupant, or any person from whom action, forbearance, or compliance is required.
    - b. All notices of violation shall identify the sections of this Zoning Code to which the order applies.

- c. All notices of violation shall provide a description of the property, dwelling, dwelling unit, multiple dwelling, business building or premises where the violations are alleged to exist or to have been committed; and/ or a description of the violation. Such description of property may include, but is not limited to, the address where the violation exists.
  - d. All notices of violation shall specify a reasonable time for compliance with the order. Such reasonable time may vary depending upon the nature of the violation.
  - e. All notices of violation shall advise the owner or person having charge of the right to appeal to the Board of Zoning and Building Appeals within fourteen (14) days of receipt of the notice of violation.
  - f. All notices of violation shall advise the owner or person having charge that if the order is not complied with by the specified date of compliance the Administrator may initiate a civil and/or criminal complaint against the owner or person having charge.
- (3) Service of Notice of Violation. A Notice of Violation shall be served upon the owner, operator, occupant, or any person from whom action, forbearance, or compliance is required. Such notice shall be served by any one (1) of the following methods:
- a. Personal service; or
  - b. Certified mail; or
  - c. Residence service; or
  - d. If the methods prescribed by in (a)-(c) are ineffective, service may be effectuated by publication in a newspaper of general circulation in the City; or
  - e. If service is returned marked as having been refused or unclaimed, service may be effectuated by regular mail service to an address that is reasonably believed to be:
    - i. A place of residence of the owner or operator, or
    - ii. A Location at which the owner or operator regularly receives mail; or
  - f. For any owner, operator, or occupant that is a business registered with the Ohio Secretary of State, service may, in addition to the above, be effectuated by Certified Mail service on the statutory agent of the business.
- (4) When the Notice of Violation has been properly serviced, the order shall be effective as to anyone having any interest in the premises whether recorded or not at the time the order was issued and shall be effective against any subsequent owner of the premises as long as the violation exists and there remains a city record of the order in a public file maintained by the director.
- (5) Written or oral acknowledgment by the owner of a receipt of a notice of violation shall be evidence that the owner received the notice of violation. An appeal of the notice of violation to the Board of Zoning and Building Appeals by the owner pursuant shall constitute evidence of written acknowledgment by the owner of service of notice of violation.

### C. Civil Penalties

- 1. In addition to any other remedy or penalty provided in this Section, any owner of property who fails to comply with a Notice of Violation issued under this Section by the date specified in the notice shall incur a civil penalty of \$1,000.00 for each calendar day thereafter that an owner, operator, or occupant fails to comply with the Notice of Violation.

- 2 The Administrator shall provide notice to the owner prior to the assessment of a civil penalty. Such notice shall state the date on which the assessment of a civil penalty will commence and shall be served on the owner as provided in this Section.
- 3 The Administrator must document the non-compliance for each day for which a civil penalty is to be assessed against an owner under this Section. Such documentation may include periodic, but not necessarily daily, photographic evidence of non-compliance demonstrating the continued existence of the condition of the premises for which the Notice of Violation was issued.
- 4 The Administrator shall also document that prior to the issuance of the notice of civil penalty that the Administrator personally conferred or attempted to confer with the owner of the premises in an effort to establish a reasonable period of time for the owner to comply.
- 5 The City, through the Administrator, may file a civil action in a court of competent jurisdiction seeking a court order to recover any accumulated civil penalties.
- 6 Any accumulation of civil penalties under this Section shall be stayed pending an appeal of the Notice of Violation to the Board of Zoning and Building Appeals until the Board of Zoning and Building Appeals issues its decision on the appeal.
- 7 This section shall apply to any Condominium Association organized under Chapter 5311 of the Ohio Revised Code as the owner and/or operator of common areas under the control of the Condominium Association.

#### D. Additional Penalties

1. In addition to any other civil penalties provided for by this Code, any owner, operator, or occupant of a premises found in violation of this Chapter who fails to comply with the written Notice of Violation as provided in this Chapter is guilty of an unclassified misdemeanor, which is punishable by a fine of up to one thousand dollars (\$1,000.00) each calendar day the offender fails to comply with the notice of violation.
2. A separate offense shall be deemed committed for each and every day during or upon which such illegal location, erection, construction, reconstruction, enlargement, change, maintenance or use occurs or continues. It shall not be necessary for a separate complaint to be filed for each calendar day such violation persists.
3. On a second or subsequent offense occurring within a two (2) years of a prior offense, any owner, operator, or occupant of a premises found in violation of this Chapter who fails to comply with the written notice provided herein is guilty of an unclassified misdemeanor punishable by up to sixty (60) days in jail and a fine of up to one thousand dollars (\$1,000.00) each calendar day the offender fails to comply with the notice of violation.

## 1105

## COMMON REGULATIONS

# Common Regulations

## SECTION 1105.01 OFF-STREET PARKING AND LOADING

- A. Applicability.** Except as otherwise provided herein, these regulations shall apply under the following circumstances:
- i. The construction of a new building or structure;
  - ii. The substantial expansion of an existing building or structure;
  - iii. A change in the existing use to be conducted upon land or in a building or structure; and
  - iv. Whenever a building or use is changed in floor area, number of employees, number of dwelling units, seating capacity, or in a manner which otherwise creates a need for an increase in the number of parking or loading spaces, such spaces shall be provided for the entire increased use in conformance with the requirements of this article.
- B. Parking Requirements in Olde Reynoldsburg Commercial District (ORD-C), Brice and Main District (BMD) and East Main District (EMD).** Notwithstanding anything to the contrary contained herein, the parking requirements for any use conducted in the ORD-C, BMD, or EMD shall be determined based upon the applicable regulations set forth under Chapter 1105 hereof.
- C. Supplemental Parking Regulations in Residential Districts.** The provision of parking space, either open or enclosed, for the parking or storage of vehicles in a residential zoning district for residential uses shall be subject to the following:
- i. **Commercial Vehicles.** Trucks having dual tires on one (1) or more axles, or having more than two (2) axles, designed for the transportation of cargo and including tractor-trucks, trailers, and semi-trailers, shall not be parked on a street or alley in a residential zoning district.
    1. **Trucks having a gross vehicle weight rating (GVWR) of greater than 14,000 lbs. shall not be permitted on any lot in a residential zoning district.**
  - ii. **Parking of Recreational Equipment.** The parking of recreational equipment and vehicles, including but not limited to travel trailers, motor homes, pickup campers, folding tent trailers, boats or boat trailers, and other similar recreational equipment and vehicles, semi-trailers, travel trailers, or other trailers or motor homes shall not be permitted on any street within the City,

**Deleted:** permitted on a lot or

**Formatted:** Font: Adobe Garamond Pro Bold

**Formatted**

## REYNOLDSBURG ZONING CODE

other than for the purpose of loading or unloading such equipment or vehicle. When located on property in a residential district for the purpose of loading or unloading, travel trailers, motor homes, boats or boat trailers, and other similar recreational vehicles shall not exceed a loading or unloading time of ~~48~~ consecutive hours during any four-day period of time, Residents shall be permitted to park recreational vehicles on property located in a residential district if such vehicle is located in an enclosed structure and a maximum of one (1) recreational vehicle outside an enclosed structure if all of the following requirements are satisfied:

1. Such recreational equipment and vehicles shall be stored or parked on a paved improvement located on the lot and shall be located at least three (3) from any dedicated front street right-of-way and/or walkway and shall not be located within three (3) feet of any property line.
2. Not more than one (1) item of recreational equipment shall be permitted to be stored outside on any property used for a residential purpose. All recreational vehicles must be registered and licensed (if applicable) to the resident of the property on which the items are parked or stored. For the purposes of this chapter, a boat stored on a boat trailer shall be deemed one (1) piece of recreational equipment.
3. Under no circumstances shall any recreational vehicle or equipment be occupied or used for living, sleeping, housekeeping, storage or business purposes.
4. No such recreational vehicle shall be parked in any manner in which such vehicle may be deemed, in the professional opinion of the Planning and Zoning Administrator, to obstruct the view of traffic in a manner that endangers the safety of motorists or pedestrian.

**D. Conversion of Use.** No parking or loading space (including a residential garage) which is required by this Zoning Code shall be removed or converted to another use unless the parking or loading requirement is satisfied by the existence or construction of an additional parking or loading space conforming to this Zoning Code.

**E. Required Parking and Loading Spaces.**

- i. **Required Parking Spaces.** Except as otherwise provided herein, the number of off-street parking spaces provided for a use shall not be less than set forth in the table identified as "Table 1105.01A: Required Parking Spaces." The number of parking and loading spaces required for a use shall be as determined by the Zoning Administrator in conformance with the provisions of this Zoning Code.
- ii. **Requirements for Unlisted Use.** For a use for which off-street parking requirements have not been specifically stated in this Zoning Code, parking and loading facilities shall be provided as determined by the Zoning Administrator to be sufficient for the parking and loading needs of the proposed use and structures, giving consideration to the following criteria:
  1. The number of off-street parking spaces required for a use listed in the table that is the most similar to the proposed use in terms of anticipated parking demand;
  2. The floor area of the proposed use;
  3. The anticipated number of employees and patrons; and
  4. Any evidence submitted regarding the parking demand for the same use on similar existing sites.

**Deleted:** ¶

**Formatted:** Indent Left: 0"

**Deleted:** 72

**Deleted:** Such

**Deleted:** equipment

**Deleted:** shall not be stored in any residential district unless located within an enclosed structure or, if stored outside, unless all of the following requirements are satisfied:

**Deleted:** behind the front facade and not within required side yard or within six

**Deleted:** 6

**Deleted:** the rear

**Formatted:** Indent Left: 1", Hanging: 0.27", Spacing Before: 4.6 pt

**Deleted:** ¶

All recreational equipment stored outside shall be screened from view from all contiguous dwelling units by suitable screening that complies with the applicable regulations for the underlying district, as determined by the Zoning Administrator.

**Formatted:** Font color: Custom Color(RGB(65,65,65))

**Deleted:** ¶



## DISTRICTS AND ZONES

### SECTION 11039.21 COMMUNITY COMMERCIAL ZONE (CC)

#### I. Purpose and Intent

A. The Community Commercial (CC) Zone is intended to promote development patterns and businesses that are consistent with larger retail and office-users, including companies with a workforce residing throughout the region that is seeking the convenience of access from heavily-traveled corridors. Existing development in the CC Zone is comprised of traditional large lot retail development with surface parking. Future development patterns in the CC Zone should accommodate changes in retail and transportation, including smaller lots and smaller format retail uses.

#### II. Uses

A. The following uses are either permitted or conditional uses as indicated in the following chart:

| DISTRICT USES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• Adult Day Care</li> <li>• <u>Adult Oriented Businesses (Subject to Section 795.02 of Codified Ordinances)</u></li> <li>• Antique Shop (See definition)</li> <li>• Bakery <del>– Retail</del></li> <li>• <u>Beverage - Brewing and Distilling (See definition)</u></li> <li>• Boarding/Kennel</li> <li>• Child Day Care - In Home (See 1105.13(H))</li> <li>• Clothing Services - Dry Cleaning with drive thru</li> <li>• Clothing Services - Dry Cleaning without drive thru</li> <li>• Clothing Services - Tailor</li> <li>• Community Facility - Park</li> <li>• Community Facility - Trail</li> <li>• <del>Dwelling - Group</del></li> <li>• <del>Dwelling - Multi-Unit Building</del></li> <li>• <del>Dwelling - Two-family</del></li> <li>• <del>Dwelling - Developmental</del></li> <li>• <del>Disability Event Center - Private Events and Conferences</del></li> <li>• <u>Event Center - Public Meetings and Conventions</u></li> <li>• Financial Services and Banking - with drive thru (See 1105.13(K))</li> <li>• Financial Services and Banking - without drive thru</li> <li>• Food Sales - Farm Market</li> <li>• <del>Food Sales - Small Format Grocery</del></li> <li>• <u>Food Service - Commissary/Bakery</u></li> <li>• Food Service - Deli</li> <li>• Food Service - Fast Casual Restaurant</li> <li>• Food Service - Full Service Restaurant</li> <li>• <del>Food Service - Quick Serve/Fast Food Without Drive Thru</del></li> <li>• <u>Food Service - Quick Serve/Fast Food With Drive Thru</u></li> <li>• Gallery - Art</li> <li>• Health and Wellness - Clinic</li> <li>• Health and Wellness - Fitness Facility/Gym</li> <li>• Health and Wellness - Massage</li> <li>• <del>Health and Wellness - Physical Therapy</del></li> <li>• <u>Indoor Recreation Enterprise</u></li> <li>• Library</li> <li>• <del>Live Theater</del></li> <li>• Manufacturing - Artisan</li> <li>• <u>Medical - Clinic</u></li> <li>• <u>Medical - Emergency Services</u></li> <li>• <u>Medical - Full Service Hospital</u></li> <li>• <u>Medical - Office</u></li> <li>• <u>Medical - Outpatient and Urgent Care</u></li> <li>• <u>Medical - Psychiatric Facility - Standalone</u></li> <li>• <u>Medical - Standalone Emergency Services</u></li> <li>• <del>Medical - Clinic</del></li> <li>• <del>Medical - Office</del></li> <li>• <del>Office - Professional Services</del></li> <li>• <u>Outdoor Recreation Enterprise</u></li> <li>• Overnight Lodging - Bed and Breakfast (See definition)</li> <li>• Overnight Lodging - Boutique Hotel</li> <li>• Personal Care and Beauty Services</li> <li>• <del>Private Club</del></li> </ul> | <p>PERMITTED USES:</p> <p><b>Formatted:</b> Font color: Auto</p> <p><b>Formatted:</b> Font color: Auto, Character scale: 100</p> <p><b>Formatted:</b> List Paragraph, Space Before: 0 pt, T stops: Not at 0.28"</p> <p><b>Formatted:</b> Font: 8 pt</p> <p><b>Formatted:</b> Font color: Auto, Character scale: 100</p> <p><b>Formatted:</b> Font color: Auto, Character scale: 100</p> <p><b>Formatted:</b> Font color: Auto, Character scale: 100</p> <p><b>Formatted:</b> Font color: Auto, Character scale: 100</p> <p><b>Formatted:</b> List Paragraph, Space Before: 0 pt, T stops: Not at 0.28"</p> <p><b>Formatted:</b> Font: 8 pt</p> <p><b>Formatted:</b> List Paragraph, Space Before: 0 pt, T stops: Not at 0.28"</p> <p><b>Formatted:</b> Font: 8 pt</p> <p><b>Formatted:</b> Indent: Left: 0.12", No bullets or numbering</p> |

## REYNOLDSBURG ZONING CODE

| DISTRICT USES (CONT.) |                                                               |
|-----------------------|---------------------------------------------------------------|
| PERMITTED USES:       | • <del>Meeting Facility</del>                                 |
|                       | • <del>Movie Theater</del>                                    |
|                       | • <del>Museum</del>                                           |
|                       | • <del>Office – Corporate</del>                               |
|                       | • <del>Office - Data Processing/Call Center</del>             |
|                       | • <del>Office - Professional Services</del>                   |
|                       | • <del>Religious Assembly</del>                               |
|                       | • <del>Retail - Small/Medium Format</del>                     |
|                       | • <del>Retail - Medium Format</del>                           |
|                       | • <del>Retail - Large Format</del>                            |
|                       | • Retail - Pharmacy                                           |
|                       | • Retail - Shopping Center - Outdoor                          |
|                       | • <del>Retail - Small Format</del>                            |
|                       | • School - Secondary                                          |
|                       | • School - Primary                                            |
|                       | • Shelter                                                     |
|                       | • Studio - Art                                                |
|                       | • <del>Studio - Gymnastics/Martial Arts</del>                 |
| CONDITIONAL USES:     | • <del>Veterinary</del>                                       |
|                       | • <del>Visual Arts Center</del>                               |
|                       | • Auction Facility                                            |
|                       | • Beverage Sales - Liquor and Beer Sit Down/Bar Establishment |
|                       | • Beverage Sales - Liquor Store                               |
|                       | • Child Day Care - Center (See 1105.13(G))                    |
|                       | • Community Facility - Activity Center                        |
|                       | • Community Facility - Outdoor Recreation                     |
|                       | • Community Facility - Public Health Safety                   |
|                       | • Dwelling - Assisted                                         |
|                       | • <del>Dwelling - Group</del>                                 |
|                       | • <del>Dwelling - Multi-Unit Building</del>                   |
|                       | • <del>Dwelling - Multi-Unit Building Complex</del>           |
|                       | • <del>Dwelling - Developmental Disability</del>              |
|                       | • <del>Dwelling - Nursing</del>                               |
|                       | • <del>Dwelling - Two-family</del>                            |
|                       | • <del>Event Center - Private Events and Conferences</del>    |
|                       | • <del>Event Center - Public Meetings and Conventions</del>   |
|                       | • <del>Live Theater</del>                                     |
|                       | • Mortuary                                                    |
|                       | • <del>Movie Theater</del>                                    |
|                       | • <del>Museum</del>                                           |
|                       | • Private Club                                                |
|                       | • <del>Religious Assembly</del>                               |
|                       | • <del>Research Facility and Laboratory</del>                 |
|                       | • Retail - Convenience with gasoline                          |
|                       | • Retail - Convenience without gasoline                       |
|                       | • <del>Shooting Range - Indoor</del>                          |
|                       | • <del>Vehicular Care Services - Major</del>                  |
|                       | • <del>Vehicular Care Services - Minor</del>                  |

Formatted: Font color: Auto, Character scale: 100%

Formatted: Indent: Hanging: 0.16"

Formatted: Font color: Auto, Character scale: 100%

Formatted: Font color: Auto, Character scale: 100%

Formatted: Font: (Default) Century Gothic, 8 pt, Font color: Custom Color(RGB(106,108,113))

Formatted: Font color: Auto, Character scale: 100%

Formatted: List Paragraph, Indent: Hanging: 0.16", Space Before: 0 pt, Tab stops: Not at 0.26"

Formatted: Font: 8 pt

Formatted: Font: 8 pt

Formatted: Font color: Auto, Character scale: 100%

Formatted: Font color: Auto, Character scale: 100%

Formatted: List Paragraph, Right: 0", Space Before: 0 pt, Line spacing: single, Tab stops: Not at 0.26"

Formatted: Font: (Default) Century Gothic, 8 pt

Formatted: Font color: Auto, Character scale: 100%

Formatted: Font: 8 pt

Formatted: List Paragraph, Space Before: 0 pt, Tab stops: Not at 0.26"

Formatted: Font color: Auto

Formatted: Font color: Auto, Character scale: 100%

Formatted: List Paragraph, Right: 0", Space Before: 0 pt, Line spacing: single, Tab stops: Not at 0.26"

Formatted: Font color: Auto, Character scale: 100%

Formatted: List Paragraph, Right: 0", Space Before: 0 pt, Line spacing: single, Tab stops: Not at 0.26"

Attachment: CC Zone (Reynoldsburg Zoning Code Update 2020)

- ~~Vehicle Care Services – Washes~~
- ~~Vehicular Repair – Heavy~~
- ~~Vehicular Repair - Light~~
- ~~Vehicular Sales - Automobiles~~
- ~~Vehicular Sales - Motorcycles~~
- ~~Vehicular Sales - Boats~~
- ~~Vehicular Sales -  
Recreational Vehicles~~
- ~~Visual Arts Center~~

**Formatted:** Font: 8 pt

**Formatted:** List Paragraph, Right: 0", Space Before: 0", Line spacing: single, Tab stops: Not at 0.26"

**Formatted:** Font: 8 pt

## DISTRICTS AND ZONES

### III. Development Standards

The Community Commercial Zone includes small and medium flex buildings, retail/large format, retail large restaurant building typologies, and off street parking.

|                                  |                                                                  |                  |
|----------------------------------|------------------------------------------------------------------|------------------|
| LOT DIMENSIONS                   | LOT SIZE (MIN. SQ. FT.)                                          | NA               |
|                                  | LOT SIZE (MAX. SQ. FT.)                                          | NA               |
|                                  | LOT WIDTH (MIN. FT.)                                             | NA               |
|                                  | LOT WIDTH (MAX. FT.)                                             | 80               |
|                                  | LOT DEPTH (MIN. FT.)                                             | NA               |
|                                  | LOT FRONTAGE (MIN. FT.)                                          | 80               |
| DENSITY (MULTI-UNIT RESIDENTIAL) | DENSITY (MIN. UNITS PER ACRE)                                    | NA               |
|                                  | DENSITY (MAX. UNITS PER ACRE)                                    | NA               |
| SETBACKS                         | FRONT YARD SETBACK (MIN. FT.)                                    | 10               |
|                                  | FRONT YARD SETBACK (MAX. FT.)                                    | <del>20</del> NA |
|                                  | SIDE YARD SETBACK (MIN. FT.) (EACH SIDE)                         | 10               |
|                                  | SIDE YARD SETBACK (MAX. FT.)                                     | <del>20</del> NA |
|                                  | SIDE YARD SETBACK (MIN. AGGREGATE, FT.)                          | 20               |
|                                  | SIDE YARD SETBACK (MAX. AGGREGATE FT.)                           | <del>40</del> NA |
|                                  | REAR YARD SETBACK (MIN. FT.)                                     | 20               |
|                                  | REAR YARD SETBACK ( <del>MAX</del> IN. FT.)                      | NA               |
| HEIGHT                           | BUILDING HEIGHT (MIN. FT.)                                       | NA               |
|                                  | BUILDING HEIGHT (MAX. FT.)                                       | 45               |
| LOT COVERAGE/ OPEN SPACE         | LOT COVERAGE (MIN.)                                              | NA               |
|                                  | LOT COVERAGE (MAX.) - INCLUDING IMPERVIOUS SFC.                  | 70%              |
|                                  | CREDIT FOR PERVIOUS OR OTHER COMMON GREEN SPACE UP TO 10% (MAX.) | 10%              |
|                                  | LOT COVERAGE (MAX.) - NOT INCLUDING ALL IMPERVIOUS SURFACES      | 70%              |
|                                  | OPEN SPACE (MIN.)                                                | NA               |
|                                  | OPEN SPACE (MAX.)                                                | NA               |

REYNOLDSBURG ZONING CODE

|                                      |                                         |                                                                                                           |
|--------------------------------------|-----------------------------------------|-----------------------------------------------------------------------------------------------------------|
| ACCESSORY<br>STRUCTURE<br>DIMENSIONS | ACCESSORY BUILDING<br>LOCATION          | NP                                                                                                        |
|                                      | ADU HEIGHT (MAX. FT.)                   | NP                                                                                                        |
|                                      | ACCESSORY BUILDING HEIGHT<br>(MAX. FT.) | NP                                                                                                        |
| PARKING<br>LOCATION                  | LOCATION                                | <del>Front, side, or rear yard</del> Rear or side yard, well-screened                                     |
| SIGN<br>REGULATIONS                  | PERMITTED SIGN TYPES                    | Commercial uses only - Any two of the following: Hanging, Wall,<br>Projecting, <del>Monument</del>        |
| DESIGN                               | DESIGN STANDARDS                        | Small to Medium Commercial Building Types; Natural Materials or<br>Hardie Panel on front and side facades |
|                                      | SITE PLAN STANDARDS                     | NA                                                                                                        |
| LANDSCAPE<br>REVIEW                  | LANDSCAPE AND NATURAL<br>BUFFERS        | NA                                                                                                        |

## DISTRICTS AND ZONES

### IV. Development Typologies

Buildings in the Community Commercial Zone (CC) ~~shall~~ may be developed in accordance with the following typologies.

| BUILDING TYPOLOGIES                | COMMUNITY COMMERCIAL ZONE (CC) |
|------------------------------------|--------------------------------|
| DETACHED SINGLE-FAMILY BUILDING    | X                              |
| ATTACHED SINGLE-FAMILY BUILDING    | X                              |
| DUPLEX BUILDING                    |                                |
| MULTI-UNIT BUILDING                |                                |
| MULTI-UNIT COMPLEX BUILDING        |                                |
| SMALL FLEX RETAIL BUILDING         | X                              |
| MEDIUM FLEX RETAIL BUILDING        | X                              |
| LARGE FLEX RETAIL BUILDING         |                                |
| INSTITUTIONAL FLEX BUILDING        |                                |
| BED AND BREAKFAST BUILDING         |                                |
| SCHOOL AND INSTITUTIONAL BUILDING  |                                |
| COMMUNITY CENTER BUILDING          |                                |
| OFFICE BUILDING                    |                                |
| OFFICE-CORPORATE BUILDING          |                                |
| RETAIL LARGE FORMAT BUILDING       | X                              |
| INDUSTRIAL BUILDING                |                                |
| WAREHOUSE BUILDING                 |                                |
| PRIMARY SCHOOL BUILDING            |                                |
| COMMUNITY ACTIVITY CENTER BUILDING |                                |
| EVENT CENTER BUILDING              |                                |

## REYNOLDSBURG ZONING CODE

## SECTION 1103.23 INNOVATION ZONE (I)

### I. Purpose and Intent

A. Innovation (I) Zone incorporates a mix of industrial and office uses that will facilitate the creation of economic centers that will serve Reynoldsburg and surrounding communities. The existing development pattern in the I Zone is traditional, auto-oriented retail and commercial development. The desired development pattern includes the construction of signature industrial/flex buildings to facilitate access to I-70 and I-270. New construction should be well-designed and site plans should incorporate attractive landscaping, streetscape elements and signage. Pedestrian crossing should be incorporated throughout the zone.

### II. Uses

A. The following uses are either permitted or conditional uses as indicated in the following chart:

| DISTRICT USES      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PERMITTED<br>USES: | <ul style="list-style-type: none"> <li><del>Adult Oriented Businesses (Subject to Section 795.02 of Codified Ordinances)</del></li> <li>Air Transportation Services</li> <li><del>Antique Shop (See definition)</del></li> <li>Auction Facility (See definition)</li> <li>Beverage - Brewing and Distilling (See definition)</li> <li>Beverage - Distribution</li> <li>Beverage - Non-Alcoholic Production</li> <li>Boarding/Kennel</li> <li>Community Facility - Activity Center</li> <li>Community Facility - Outdoor Recreation</li> <li>Community Facility - Park</li> <li>Community Facility - Public Health Safety</li> <li>Community Facility - Trail</li> <li>Equipment Repair - Heavy</li> <li>Equipment Repair - Light</li> <li>Event Center - Private Events and Conferences</li> <li>Event Center - Public Meetings and Conventions</li> <li><del>Financial Services and Banking - with drive thru (See 1105.13(K))</del></li> <li><del>Financial Services and Banking - without drive thru</del></li> <li>Food Service - Commissary/Bakery</li> <li>Food Service - Processing</li> <li>Food Service - Production</li> <li>Forestry</li> <li>Garden Center - Indoor and Outdoor</li> <li><del>Health and Wellness - Clinic</del></li> <li>Health and Wellness - Fitness Facility/Gym</li> <li><del>Indoor Enterprise</del></li> <li>Library</li> <li>Manufacturing - Artisan</li> <li><del>Manufacturing - Heavy</del></li> <li><del>Manufacturing - Light</del></li> <li><del>Medical - Clinic</del></li> <li><del>Medical - Emergency Services</del></li> <li><del>Medical - Full Service Hospital</del></li> <li><del>Medical - Office</del></li> <li>Medical - Outpatient and Urgent Care</li> <li><del>Medical - Psychiatric Facility - Standalone</del></li> <li><del>Medical - Standalone Emergency Services</del></li> <li><del>Museum</del></li> <li>Office - Corporate</li> <li>Office - Data Processing/Call Center</li> <li><del>Office - Professional Services</del></li> <li><del>Outdoor Enterprise</del></li> </ul> |

65

Formatted: Font color: Auto, Character scale: 100

Formatted: Font color: Auto, Character scale: 100

Formatted: Font: 8 pt

Formatted: List Paragraph, Space Before: 0 pt, Tab stops: Not at 0.28"

Formatted: List Paragraph, Right: 0", Space Before: 0 pt, Line spacing: single, Tab stops: Not at 0.28"

Formatted: Font: 8 pt, Font color: Custom Color(RGB(106,108,113))

Formatted: Font color: Auto, Character scale: 100

Formatted: List Paragraph, Right: 0", Space Before: 0 pt, Line spacing: single, Tab stops: Not at 0.28"

Formatted: Font color: Auto, Character scale: 100

Formatted: Font: 8 pt

Formatted: Font color: Auto, Character scale: 100

Formatted: List Paragraph, Right: 0", Space Before: 0 pt, Line spacing: single, Tab stops: Not at 0.28"

Formatted: Font: 8 pt

## DISTRICTS AND ZONES

| DISTRICT USES (CONT.) |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PERMITTED USES:       | <ul style="list-style-type: none"> <li>Plant Cultivation</li> <li>Printing and Publishing</li> <li><del>Private Club</del></li> <li>Religious Assembly</li> <li>Research Facility/Laboratory</li> <li><u>School - College/University</u></li> <li>School - Trade</li> <li>Shelter</li> <li><del>Shooting Range - Indoor Only</del></li> <li>Storage - Contractor</li> <li>Storage - Commercial Gases</li> <li><del>Storage - Self-Store (See 1105.13 (F))</del></li> <li>Studio - Art</li> <li>Studio - Gymnastics/martial arts</li> <li><del>Tattoo/Piercing Establishment</del></li> <li>Vehicle Care Services - Washes</li> <li>Vehicular Care Services - Major</li> <li>Vehicular Care Services - Minor</li> <li>Vehicular Repair - Heavy</li> <li>Vehicular Repair - Light</li> <li><del>Vehicular Sales - Automobiles</del></li> <li><del>Vehicular Sales - Motorcycles</del></li> <li><del>Vehicular Sales - Boats</del></li> <li><del>Vehicular Sales - Recreational Vehicles</del></li> <li>Veterinary</li> <li><u>Visual Arts Center</u></li> <li>Warehouse - Large Format</li> <li>Warehouse - Small Format</li> </ul>                                             |
| CONDITIONAL USES:     | <ul style="list-style-type: none"> <li>Child Day Care - Center</li> <li>Community Facility - Detention and Corrections</li> <li>Community Facility - Government Administration and Courts</li> <li><u>Food Sales - Farm Market</u></li> <li><del>Food Sales - Small Format Grocery</del></li> <li><u>Indoor Recreation Enterprise</u></li> <li>Junk Storage and Sales</li> <li>Mineral Extraction/Processing</li> <li><u>Outdoor Recreation Enterprise</u></li> <li>Outdoor Processing - Agriculture</li> <li>Outdoor Processing - Composting</li> <li>Outdoor Processing - Concrete and Asphalt</li> <li>Power Generation Facility</li> <li>Power Substation Facility</li> <li><del>Private Club</del></li> <li><u>School - Primary</u></li> <li><u>School - Secondary</u></li> <li><u>Shooting Range - Indoor</u></li> <li><del>Storage - Self-Store (See 1105.13 (E))</del></li> <li>Storage - Vehicular and Boat</li> <li><del>Tattoo/Piercing Establishment</del></li> <li><u>Vehicular Sales - Automobiles</u></li> <li><u>Vehicular Sales - Motorcycles</u></li> <li><u>Vehicular Sales - Boats</u></li> <li><u>Vehicular Sales - Recreational Vehicles</u></li> </ul> |

Formatted: Font color: Auto, Character scale: 100

Formatted: Font: (Default) Century Gothic, 8 pt, I  
color: Custom Color(RGB(106,108,113))

Formatted: Normal, No bullets or numbering

Formatted: Font color: Auto, Character scale: 100

Formatted: Font color: Auto, Character scale: 100

Formatted: Font color: Auto, Character scale: 100

Formatted: Font color: Auto, Character scale: 100

Formatted: List Paragraph, Space Before: 0 pt, T  
stops: Not at 0.26"Formatted: List Paragraph, Space Before: 0 pt, T  
stops: Not at 0.26"

Formatted: Font: 8 pt

Formatted: Font color: Auto, Character scale: 100

Formatted: List Paragraph, Space Before: 0 pt, T  
stops: Not at 0.26"

Formatted: Font color: Auto, Character scale: 100





## REYNOLDSBURG ZONING CODE

## III. Development Standards

The Innovation Zone includes office, industrial, and warehouse typologies with on-street and off-street parking.

|                                  |                                                                  |     |
|----------------------------------|------------------------------------------------------------------|-----|
| LOT DIMENSIONS                   | LOT SIZE (MIN. SQ. FT.)                                          | NA  |
|                                  | LOT SIZE (MAX. SQ. FT.)                                          | NA  |
|                                  | LOT WIDTH (MIN. FT.)                                             | 200 |
|                                  | LOT WIDTH (MAX. FT.)                                             | NA  |
|                                  | LOT DEPTH (MIN. FT.)                                             | 150 |
|                                  | LOT FRONTAGE (MIN. FT.)                                          | 80  |
| DENSITY (MULTI-UNIT RESIDENTIAL) | DENSITY (MIN. UNITS PER ACRE)                                    | NA  |
|                                  | DENSITY (MAX. UNITS PER ACRE)                                    | NA  |
| SETBACKS                         | FRONT YARD SETBACK (MIN. FT.)                                    | 10  |
|                                  | FRONT YARD SETBACK (MAX. FT.)                                    | 20  |
|                                  | SIDE YARD SETBACK (MIN. FT.) (EACH SIDE)                         | 20  |
|                                  | SIDE YARD SETBACK (MAX. FT.)                                     | NA  |
|                                  | SIDE YARD SETBACK (MIN. AGGREGATE. FT.)                          | 40  |
|                                  | SIDE YARD SETBACK (MAX. AGGREGATE FT.)                           | NA  |
|                                  | REAR YARD SETBACK (MIN. FT.)                                     | 40  |
|                                  | REAR YARD SETBACK (MIN. FT.)                                     | NA  |
| HEIGHT                           | BUILDING HEIGHT (MIN. FT.)                                       | 35  |
|                                  | BUILDING HEIGHT (MAX. FT.)                                       | 75  |
| LOT COVERAGE/ OPEN SPACE         | LOT COVERAGE (MIN.)                                              | NA  |
|                                  | LOT COVERAGE (MAX.) - INCLUDING IMPERVIOUS SFC.                  | 70% |
|                                  | CREDIT FOR PERVIOUS OR OTHER COMMON GREEN SPACE UP TO 10% (MAX.) | NA  |
|                                  | LOT COVERAGE (MAX.) - NOT INCLUDING ALL IMPERVIOUS SURFACES      | NA  |
|                                  | OPEN SPACE (MIN.)                                                | NA  |
|                                  | OPEN SPACE (MAX.)                                                | NA  |

DISTRICTS AND ZONES

|                                      |                                         |                                    |
|--------------------------------------|-----------------------------------------|------------------------------------|
| ACCESSORY<br>STRUCTURE<br>DIMENSIONS | ACCESSORY BUILDING<br>LOCATION          | Side or Rear Yards                 |
|                                      | ADU HEIGHT (MAX. FT.)                   | NA                                 |
|                                      | ACCESSORY BUILDING HEIGHT<br>(MAX. FT.) | 35                                 |
| PARKING<br>LOCATION                  | LOCATION                                | Front or side yards, well-screened |
| SIGN<br>REGULATIONS                  | PERMITTED SIGN TYPES                    | Any two: Wall; Monument, Awning    |
| DESIGN                               | DESIGN STANDARDS                        | Natural materials on front facade  |
|                                      | SITE PLAN STANDARDS                     | NA                                 |
| LANDSCAPE<br>REVIEW                  | LANDSCAPE AND NATURAL<br>BUFFERS        | NA                                 |

REYNOLDSBURG ZONING CODE

IV. Building Typologies

Buildings in the Innovation Zone (I) ~~may~~shall be developed in accordance with the following typologies.

| BUILDING TYPOLOGIES                | INNOVATION ZONES (I) |
|------------------------------------|----------------------|
| DETACHED SINGLE-FAMILY BUILDING    |                      |
| ATTACHED SINGLE-FAMILY BUILDING    |                      |
| DUPLEX BUILDING                    |                      |
| MULTI-UNIT BUILDING                |                      |
| MULTI-UNIT COMPLEX BUILDING        |                      |
| SMALL FLEX RETAIL BUILDING         |                      |
| MEDIUM FLEX RETAIL BUILDING        |                      |
| LARGE FLEX RETAIL BUILDING         |                      |
| INSTITUTIONAL FLEX BUILDING        |                      |
| BED AND BREAKFAST BUILDING         |                      |
| SCHOOL AND INSTITUTIONAL BUILDING  |                      |
| COMMUNITY CENTER BUILDING          | X                    |
| OFFICE BUILDING                    |                      |
| OFFICE-CORPORATE BUILDING          | X                    |
| RETAIL LARGE FORMAT BUILDING       |                      |
| INDUSTRIAL BUILDING                | X                    |
| WAREHOUSE BUILDING                 | X                    |
| PRIMARY SCHOOL BUILDING            |                      |
| COMMUNITY ACTIVITY CENTER BUILDING |                      |
| EVENT CENTER BUILDING              |                      |

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


---

**DATE:** December 7, 2020

**TO:** Public Service and Transportation Committee

**RE:** Contingency Appropriation for East Main Street Kroger Traffic Signal Installation Project

---

Approval:

|                         |                          |                            |
|-------------------------|--------------------------|----------------------------|
| Completed<br>Joe Begeny | Completed<br>Chris Shook | Completed<br>Stephen Cicak |
|-------------------------|--------------------------|----------------------------|

This legislation will appropriate the following funding for contingency work relating to the construction of the East Main Street and Kroger Traffic Signal Project:

\$22,400.00 from the Capital Improvements Fund to account number 410.000.0169.5659 Kroger Traffic Light Improvements

Please see the attached memo for additional information.

**AN ORDINANCE TO APPROPRIATE FUNDS FOR THE CONTINGENCY WORK  
PERTAINING TO THE CONSTRUCTION SERVICES RELATING TO THE EAST  
MAIN STREET AND KROGER TRAFFIC LIGHT PROJECT**

WHEREAS; City Council previously approved and accepted funding from an Franklin County Economic Development loan for improvements to East Main Street for the addition of a traffic signal on East Main Street at the entrance to the new Kroger grocery store; and

WHEREAS; on September 23rd, 2019 City Council Approved Ordinance 101-19 appropriating \$278,000.00 from the unappropriated Capital Improvements Fund to account number

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

410.000.0169.5659, Misc. Infrastructure; and

WHEREAS, the City of Reynoldsburg received bids for this project and it was been determined that the lowest and most responsible bidder was Jess Howard Electric; and

WHEREAS, City Council approved Ordinance 110-19 on October 15th, 2019 authorizing such contract amount of \$223,585.09: and

WHEREAS, A contingency in the amount of \$22,400.00 is necessary for this project to cover cost associated with unforeseen construction conditions.

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

SECTION 1. That City Council appropriates \$22,400.00 from the unappropriated Capital Improvements Fund to account number 410.000.0169.5659, Misc. Infrastructure for contingency items specific to the East Main Street Kroger Traffic Signal Installation Project.

SECTION 2. That this Ordinance shall take effect immediately upon its passage and the Mayor's signature.



October 2, 2019

Mr. Brad McCloud  
Mayor  
City of Reynoldsburg  
7232 East Main Street  
Reynoldsburg, Ohio 43068

**Re: Main Street and Kroger Drive #1 Intersection**

Dear Mr. McCloud,

We have completed our analysis of the bids received on September 27, 2019 for the Main Street and Kroger Drive #1 Intersection. Based on our review of the public bid results, we recommend that the contract be awarded to Jess Howard Electric Company for the amount of \$223,585.09 for the work included under the Base Bid. They appear to be qualified for this type of work and their prices are competitive when compared to those of recent, similar projects.

Please review the enclosed information. Once City Council authorizes this project for construction, we will prepare conformed copies of the contract documents and forward them to the selected Contractor for execution. Please do not hesitate to contact me if you should have any additional questions.

Sincerely,

EVANS, MECHWART, HAMBLETON & TILTON, INC.

A handwritten signature in blue ink, reading 'Ryan M. Andrews'.

Ryan M. Andrews, PE

Copy: Keith Kundtz, Street Superintendent

Attachments:

Bid Tabulation  
Notice of Award of Contract

Attachment: KrogerIntersection\_BidResults\_2019.10.02 (Kroger Traffic Signal Construction (Contingency))

**CITY OF REYNOLDSBURG, OHIO**  
**Main Street and Kroger Drive #1 Intersection Improvements**  
EMH&T JN: 2019-0927  
Bids Received: September 27, 2019

| Ref. No.        | Item No. | Description                                                                       | Quantity | Units | Engineer's Estimate |             | Jess Howard Electric Co.<br>6630 Taylor Rd.<br>Blacklick, OH 43004 |                          | M.P. Dory Co.<br>2001 Integrity Dr. S.<br>Columbus, OH 43209 |             |
|-----------------|----------|-----------------------------------------------------------------------------------|----------|-------|---------------------|-------------|--------------------------------------------------------------------|--------------------------|--------------------------------------------------------------|-------------|
|                 |          |                                                                                   |          |       | Price               | Extension   | Price                                                              | Extension                | Price                                                        | Extension   |
| Roadway         |          |                                                                                   |          |       |                     |             |                                                                    |                          |                                                              |             |
| 1               | 201      | Clearing and Grubbing                                                             | 1        | L.S.  | \$1,500.00          | \$1,500.00  | \$1,581.01                                                         | \$1,581.01               | \$2,000.00                                                   | \$2,000.00  |
| 2               | 608      | Curb Ramp, As Per Plan                                                            | 233      | S.F.  | \$25.00             | \$5,825.00  | \$27.09                                                            | \$6,311.97 <sup>B</sup>  | \$28.00                                                      | \$6,524.00  |
| 3               | 609      | Combination Curb and Gutter, Type 4, As Per Plan                                  | 32       | FT    | \$32.00             | \$1,024.00  | \$77.37                                                            | \$2,475.84 <sup>B</sup>  | \$80.00                                                      | \$2,560.00  |
| Traffic Control |          |                                                                                   |          |       |                     |             |                                                                    |                          |                                                              |             |
| 4               | 630      | Sign, Flat Sheet                                                                  | 5.25     | SF    | \$30.00             | \$157.50    | \$187.59                                                           | \$984.85 <sup>B</sup>    | \$25.00                                                      | \$131.25    |
| 5               | 644*     | Center Line, 8"                                                                   | 0.06     | MILE  | \$2,500.00          | \$150.00    | \$9,643.13                                                         | \$578.59                 | \$8,700.00                                                   | \$522.00    |
| 6               | 644*     | Channelizing Line, 8"                                                             | 90       | FT    | \$4.00              | \$360.00    | \$2.69                                                             | \$242.10 <sup>B</sup>    | \$2.00                                                       | \$180.00    |
| 7               | 644*     | Stop Line                                                                         | 66       | FT    | \$350.00            | \$23,100.00 | \$7.50                                                             | \$495.00 <sup>B</sup>    | \$6.60                                                       | \$435.60    |
| 8               | 644*     | Crosswalk Line                                                                    | 222      | FT    | \$2.00              | \$444.00    | \$3.36                                                             | \$745.92 <sup>B</sup>    | \$3.10                                                       | \$688.20    |
| 9               | 644*     | Lane Arrow                                                                        | 2        | EACH  | \$200.00            | \$400.00    | \$125.45                                                           | \$250.90                 | \$97.00                                                      | \$194.00    |
| 10              | 644*     | Removal of Pavement Marking, As Per Plan                                          | 2        | EACH  | \$150.00            | \$300.00    | \$119.13 <sup>A</sup>                                              | \$238.26                 | \$90.00                                                      | \$180.00    |
| 11              | 644*     | Removal of Pavement Marking, As Per Plan                                          | 0.12     | MILE  | \$10,000.00         | \$1,200.00  | \$5,756.82 <sup>A</sup>                                            | \$690.82                 | \$5,300.00                                                   | \$636.00    |
| Traffic Signal  |          |                                                                                   |          |       |                     |             |                                                                    |                          |                                                              |             |
| 12              | 625      | Conduit, 2" 725.04                                                                | 39       | FT    | \$30.00             | \$1,170.00  | \$38.60 <sup>A</sup>                                               | \$1,505.40               | \$26.00                                                      | \$1,014.00  |
| 13              | 625      | Conduit, 3" 725.04                                                                | 231      | FT    | \$35.00             | \$8,085.00  | \$35.10 <sup>A</sup>                                               | \$8,108.10               | \$37.00                                                      | \$8,547.00  |
| 14              | 625      | Conduit, Jacked or Drilled 4"                                                     | 83       | FT    | \$110.00            | \$9,130.00  | \$102.35                                                           | \$8,495.05 <sup>B</sup>  | \$78.00                                                      | \$6,474.00  |
| 15              | 625      | Trench                                                                            | 131      | FT    | \$30.00             | \$3,930.00  | \$34.24                                                            | \$4,485.44 <sup>B</sup>  | \$19.00                                                      | \$2,489.00  |
| 16              | 625      | Trench in Paved Area, Type B                                                      | 131      | FT    | \$50.00             | \$6,550.00  | \$49.59                                                            | \$6,496.29 <sup>B</sup>  | \$44.00                                                      | \$5,764.00  |
| 17              | 625      | Pull Box , 725.08 18"                                                             | 6        | EACH  | \$750.00            | \$4,500.00  | \$694.53 <sup>A</sup>                                              | \$4,167.18               | \$1,030.00                                                   | \$6,180.00  |
| 18              | 625      | Pull Box , 725.08 24"                                                             | 1        | EACH  | \$900.00            | \$900.00    | \$1,070.98                                                         | \$1,070.98               | \$1,330.00                                                   | \$1,330.00  |
| 19              | 625      | Ground Rod                                                                        | 7        | EACH  | \$150.00            | \$1,050.00  | \$164.47                                                           | \$1,151.29 <sup>B</sup>  | \$350.00                                                     | \$2,450.00  |
| 20              | 625      | Plastic Caution Tape                                                              | 262      | FT    | \$1.00              | \$262.00    | \$0.55                                                             | \$144.10 <sup>B</sup>    | \$0.10                                                       | \$26.20     |
| 21              | 632      | Vehicular Signal Head, (LED, 3-Section, 12" Liens, 1 Way , Aluminum , As Per Plan | 6        | EACH  | \$2,000.00          | \$12,000.00 | \$1,046.43                                                         | \$6,278.58 <sup>B</sup>  | \$990.00                                                     | \$5,940.00  |
| 22              | 632      | Vehicular Signal Head, (LED, 5-Section, 12" Liens, 1 Way , Aluminum , As Per Plan | 2        | EACH  | \$3,000.00          | \$6,000.00  | \$1,495.35                                                         | \$2,990.70               | \$1,600.00                                                   | \$3,200.00  |
| 23              | 632      | Pedestrian Signal Head, (LED) Type D2, Countdown, As Per Plan                     | 6        | EACH  | \$800.00            | \$4,800.00  | \$544.54                                                           | \$3,267.24               | \$720.00                                                     | \$4,320.00  |
| 24              | 632      | Covering of Vehicular Signal Head                                                 | 8        | EACH  | \$75.00             | \$600.00    | \$150.90                                                           | \$1,207.20 <sup>B</sup>  | \$50.00                                                      | \$400.00    |
| 25              | 632      | Covering of Pedestrian Signal Head                                                | 6        | EACH  | \$100.00            | \$600.00    | \$33.04                                                            | \$198.24 <sup>B</sup>    | \$25.00                                                      | \$150.00    |
| 26              | 632      | Pedestrian Push Button                                                            | 2        | EACH  | \$250.00            | \$500.00    | \$264.17                                                           | \$528.34 <sup>B</sup>    | \$440.00                                                     | \$880.00    |
| 27              | 632      | Signal Cable, 5 Conductor, No. 14 AWG                                             | 648      | FT    | \$3.00              | \$1,944.00  | \$2.46                                                             | \$1,594.08 <sup>B</sup>  | \$3.10                                                       | \$2,008.80  |
| 28              | 632      | Signal Cable, 7 Conductor, No. 14 AWG                                             | 686      | FT    | \$4.00              | \$2,744.00  | \$2.24                                                             | \$1,536.64 <sup>B</sup>  | \$3.30                                                       | \$2,263.80  |
| 29              | 632      | Signal Support Foundation                                                         | 4        | EACH  | \$4,000.00          | \$16,000.00 | \$4,205.89                                                         | \$16,823.56 <sup>B</sup> | \$5,850.00                                                   | \$23,400.00 |
| 30              | 632      | Pedestal Foundation                                                               | 2        | EACH  | \$1,000.00          | \$2,000.00  | \$614.88                                                           | \$1,229.76 <sup>B</sup>  | \$1,080.00                                                   | \$2,160.00  |
| 31              | 632      | Loop Detector Lead-In Cable                                                       | 290      | FT    | \$2.00              | \$580.00    | \$1.13                                                             | \$327.70 <sup>B</sup>    | \$2.30                                                       | \$667.00    |
| 32              | 632      | Service Call , 3 Conductor, No. 6 AWG                                             | 139      | FT    | \$3.00              | \$417.00    | \$3.49                                                             | \$485.11 <sup>B</sup>    | \$5.10                                                       | \$708.90    |

Attachment: KrogerIntersection\_BidResults\_2019.10.02 (Kroger Traffic Signal Construction (Contingency))



CITY OF REYNOLDSBURG, OHIO  
Main Street and Kroger Drive #1 Intersection Improvements  
EMH&T JN: 2019-0927  
Bids Received: September 27, 2019

| Ref. No.                                | Item No. | Description                                                      | Quantity | Units | Engineer's Estimate |              | Jess Howard Electric Co.<br>6630 Taylor Rd.<br>Blacklick, OH 43004 |                          | M.P. Dory Co.<br>2001 Integrity Dr. S.<br>Columbus, OH 43209 |              |
|-----------------------------------------|----------|------------------------------------------------------------------|----------|-------|---------------------|--------------|--------------------------------------------------------------------|--------------------------|--------------------------------------------------------------|--------------|
|                                         |          |                                                                  |          |       | Price               | Extension    | Price                                                              | Extension                | Price                                                        | Extension    |
| 33                                      | 632      | Power Service, As Per Plan                                       | 1        | EACH  | \$300.00            | \$300.00     | \$3,005.93                                                         | \$3,005.93               | \$1,620.00                                                   | \$1,620.00   |
| 34                                      | 632      | Signal Support, Type TC-81.21, Design 1, As Per Plan             | 1        | EACH  | \$7,000.00          | \$7,000.00   | \$9,731.25                                                         | \$9,731.25               | \$9,800.00                                                   | \$9,800.00   |
| 35                                      | 632      | Signal Support, Type TC-81.21, Design 2, As Per Plan             | 1        | EACH  | \$7,500.00          | \$7,500.00   | \$10,011.80                                                        | \$10,011.80              | \$10,100.00                                                  | \$10,100.00  |
| 36                                      | 632      | Signal Support, Type TC-81.21, Design 11, As Per Plan            | 2        | EACH  | \$9,000.00          | \$18,000.00  | \$11,374.51                                                        | \$22,749.02 <sup>B</sup> | \$11,900.00                                                  | \$23,800.00  |
| 37                                      | 632      | Pedestal , 8', Transformer Base, As Per Plan                     | 2        | EACH  | \$2,000.00          | \$4,000.00   | \$2,542.12                                                         | \$5,084.24               | \$2,600.00                                                   | \$5,200.00   |
| 38                                      | 632      | Signalization, Misc.: Test Hole Performed                        | 4        | EACH  | \$500.00            | \$2,000.00   | \$1,237.82 <sup>A</sup>                                            | \$4,951.28               | \$1,900.00                                                   | \$7,600.00   |
| 39                                      | 633      | Controller Unit, Type TS2/A2 with Cabinet, Type TS2, AS Per Plan | 1        | EACH  | \$17,500.00         | \$17,500.00  | \$19,649.31                                                        | \$19,649.31              | \$21,000.00                                                  | \$21,000.00  |
| 40                                      | 633      | Cabinet Foundation , As Per Plan                                 | 1        | EACH  | \$2,000.00          | \$2,000.00   | \$2,736.31                                                         | \$2,736.31               | \$2,890.00                                                   | \$2,890.00   |
| 41                                      | 633      | Controller Work Pad, As Per Plan                                 | 1        | EACH  | \$750.00            | \$750.00     | \$1,169.76                                                         | \$1,169.76               | \$590.00                                                     | \$590.00     |
| 42                                      | 633      | Uninterruptible Power Supply (UPS), 1000 Watt, As Per Plan       | 1        | EACH  | \$5,000.00          | \$5,000.00   | \$6,641.33                                                         | \$6,641.33               | \$5,700.00                                                   | \$5,700.00   |
| 43                                      | 809      | Stop Line Radar Detection                                        | 4        | EACH  | \$8,000.00          | \$32,000.00  | \$6,920.29                                                         | \$27,681.16              | \$7,300.00                                                   | \$29,200.00  |
| Maintenance of Traffic                  |          |                                                                  |          |       |                     |              |                                                                    |                          |                                                              |              |
| 44                                      | 809      | Law Enforcement Officer with Patrol Car for Assistance           | 24       | HOURS | \$75.00             | \$1,800.00   | \$90.00                                                            | \$2,160.00 <sup>B</sup>  | \$73.00                                                      | \$1,752.00   |
| General Items                           |          |                                                                  |          |       |                     |              |                                                                    |                          |                                                              |              |
| 45                                      | 614      | Maintaining Traffic                                              | 1        | LS    | \$2,500.00          | \$2,500.00   | \$9,152.94                                                         | \$9,152.94               | \$3,400.00                                                   | \$3,400.00   |
| 46                                      | 614      | Field Office, Type A                                             | 3        | MNTH  | \$2,000.00          | \$6,000.00   | \$2,195.28                                                         | \$6,585.84               | \$880.00                                                     | \$2,640.00   |
| 47                                      | 619      | Construction Layout Stakes and Surveying                         | 1        | LS    | \$1,500.00          | \$1,500.00   | \$2,089.40                                                         | \$2,089.40               | \$2,160.00                                                   | \$2,160.00   |
| 48                                      | 623      | Mobilization                                                     | 1        | LS    | \$4,000.00          | \$4,000.00   | \$3,499.29                                                         | \$3,499.29               | \$10,000.00                                                  | \$10,000.00  |
| *Contingency Items                      |          |                                                                  |          |       |                     |              |                                                                    |                          |                                                              |              |
| BIDDER'S TOTAL FOR BASE BID =           |          |                                                                  |          |       |                     | \$230,072.50 |                                                                    | \$223,587.88             |                                                              | \$231,875.75 |
| CORRECTED BIDDER'S TOTAL FOR BASE BID = |          |                                                                  |          |       |                     | NA           |                                                                    | \$223,585.09             |                                                              | NA           |

<sup>A</sup> Correct Bidder's Calculated Unit Price: labor + material was incorrectly calculated by Bidder  
<sup>B</sup> Correct Bidder's Total: price x quantity was incorrectly calculated by Bidder

BY:   
Ryan M. Andrews, PE  
Evans, Mechwart, Hambleton & Tilton, Inc.  
5500 New Albany Road  
Columbus, OH 43054

Attachment: KrogerIntersection\_BidResults\_2019.10.02 (Kroger Traffic Signal Construction (Contingency))

\_\_\_\_\_, 2019

**Sent by Regular US Mail**

Surety:  
Federal Insurance Company  
202B Halls Mill Rd.  
Whitehouse Station, NJ 08889-1600

Surety Agent:  
Overmyer Hall Associates  
1600 W. Lane Ave., Ste 200  
Columbus, OH 43221

Re: Notice of Award of Contract

To Whom It May Concern:

You are notified that your principal, Jess Howard Electric Co. (Contractor) has been awarded a contract for **Main Street and Kroger Drive #1 Intersection Improvements** in the amount of **\$223,585.09** by the City of Reynoldsburg.

Thank you,

By \_\_\_\_\_  
Name/Title: Brad McCloud, Mayor

Attachment: KrogerIntersection\_BidResults\_2019.10.02 (Kroger Traffic Signal Construction (Contingency))

NTS

# **Water and Wastewater Department**

**Paul Hellman**

**614-322-4500 Phone**

## **ORDINANCE REQUEST**

---

**DATE:**           **December 7, 2020**

**TO:**             **Public Service and Transportation Committee**

**RE:**             2021 Water Main Replacement

---

Approval:

|                         |                          |                            |
|-------------------------|--------------------------|----------------------------|
| Completed<br>Joe Begeny | Completed<br>Chris Shook | Completed<br>Stephen Cicak |
|-------------------------|--------------------------|----------------------------|

Request legislation for the Mayor to accept the Engineering Services Contract with EMH&T, 5500 New Albany Road, Columbus, Ohio 43054 for the 2021 Water Main Replacement Project.

Request legislation for the Mayor to accept the Engineering Services Contract with EMH&T, 5500 New Albany Road, Columbus, Ohio 43054

Request Services of Surveying, Engineering and Bidding the Project, EMH&T's cost of **\$59,902** Actual Cost.

Request appropriation of funds from the Water CIP Account 710.000.4470 to account 710.000.0179.5621.

This continues to assist with the OEPA Directors Final Findings and Orders.

This project starts at the location Marlan Ave & Lancaster Ave and part of Saratoga and connect at intersecting sections on Gilmore Dr. This will replace 2600 linear feet of aged and deteriorated

# **Water and Wastewater Department**

**Paul Hellman**

**614-322-4500 Phone**

water mains (See attached information). Replace 9 fire hydrants and reconnect all users in the project area. also repair and replace Pavement and yard restoration though out the project area.

The initial cost for Surveying, Engineering and Bidding the Project is \$59,902.00.

Total Project Engineering cost for this project is \$882,700.00 Proposed.

## **AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH EMH&T FOR THE 2021 WATER MAIN REPLACEMENT PROJECT AND APPROPRIATING FUNDS**

WHEREAS, the Marlan Avenue/Lancaster Avenue area and part of the Saratoga Avenue connecting to Gilmore Drive area have aging and deteriorated water mains that need replacing; and

WHEREAS, the upgrading and repair of these water mains as well as nine fire hydrant replacements will provide upgraded water distribution and improve the overall systems in those areas.

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 with EMH&T, in the amount of \$59,902.00 for surveying, engineering and bid services for the 2021 water line replacement project.

SECTION 2. That \$59,902.00 be appropriated from the unencumbered funds in the Water CIP Fund account number 710.000.4470 and appropriated to account 710.000.0179.5621 Water Fund.

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

# **Water and Wastewater Department**

**Paul Hellman**

**614-322-4500 Phone**

## **ORDINANCE REQUEST**

---

**DATE:**           **December 7, 2020**

**TO:**             **Public Service and Transportation Committee**

**RE:**             2021 Sewer Relining and Repair Project

---

Approval:

|                         |                          |                            |
|-------------------------|--------------------------|----------------------------|
| Completed<br>Joe Begeny | Completed<br>Chris Shook | Completed<br>Stephen Cicak |
|-------------------------|--------------------------|----------------------------|

Request legislation for the Mayor to accept the Engineering Services Contract with EMH&T, 5500 New Albany Road, Columbus, Ohio 43054 for the 2021 Sewer Main Relining and Manhole Rehabilitation Project.

Project location will be at Smithfield / Saratoga and Astor / Slack Area, this will include relining 4200 linear feet of Sewer Mains cured-in-place and the Rehabilitation of 38 Manholes.

The initial cost for Surveying, Engineering, and Bidding will be \$29,738.00

Total Project Engineering cost for this project is \$415,250.00 for Proposed

Request legislation for the Mayor to accept the Engineering Services contract with EMH&T, 5500 New Albany Road, Columbus, Ohio 43054,

Request Services of Surveying, Engineering and Bidding this Project, EMH&T's cost of **\$29,738** Actual Cost.

# **Water and Wastewater Department**

**Paul Hellman**

**614-322-4500 Phone**

Request appropriation of funds from the Sewer CIP Account 720.000.4470 to account 720.000.180.5622

This continues to assist with the OEPA directors final findings and orders.

## **AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH EMH&T FOR THE 2021 SEWER MAIN RELINING AND MANHOLE REHABILITATION PROJECT AND APPROPRIATING FUNDS**

WHEREAS, the Smithfield/Saratoga and Astor/Slack area sewer lines are in need of maintenance that can only be effectively repaired through the rehabilitation of those lines; and

WHEREAS, the upgrading and repair of the Smithfield/Saratoga and Astor/Slack area sewer lines would provide added protection against the failure of the existing sewage collection system; and

WHEREAS, this project will rehabilitate thirty-eight manhole fixtures.

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 with EMH&T, in the amount of \$29,738.00 for surveying, engineering and bid services for the 2021 sanitary sewer and manhole rehabilitation project.

SECTION 2. That \$29,738.00 be appropriated from the unencumbered funds in the Sewer CIP Fund account number 720.000.0000.5622 and appropriated to account 720.000.0180.5622 Wastewater/Sewer Fund.

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

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


---

**DATE:** December 7, 2020

**TO:** Finance and Administration Committee

**RE:** Kirch Group Technology Contract 2021

---

Approval:

|                         |                          |                            |
|-------------------------|--------------------------|----------------------------|
| Completed<br>Joe Begeny | Completed<br>Chris Shook | Completed<br>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, 2021 for information technology services.

This legislation will have three readings, but waive the 30 referendum period following passage.

**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, 2021 TO  
DECEMBER 31, 2021, WAIVE COMPETITIVE BIDDING, 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 for the period of January 1, 2021 through December 31, 2021, for information technology services for the City of Reynoldsburg.

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

See Exhibit “A” attached hereto and incorporated herein.

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, 2021 upon signature by the Mayor.



Contract Version 6.0.0\_REY (2021)

# Kirch Group Technology, LLC

## Service Agreement Contract

**Submitted to:**

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



Attachment: KGT 2021 unsigned (Kirch Group Technology Contract 2021)

### ***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: 1/1/2021 – 12/31/2021**

**CLIENT:**

City of Reynoldsburg

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**KGT:**

Kirch Group Technology, LLC

By: \_\_\_\_\_

John Stickel, Managing Member

Date: \_\_\_\_\_

**Exhibit 1A:****“Covered Hardware:”****[CURRENT HARDWARE AS OF 12/31/2020 TO BE ASSUMED HERE]**

**Exhibit 1B:****“Covered Software:”**

## Client Operating Systems (OS):

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

## Server Operating Systems (OS):

- Microsoft Windows Server 2012 (all)
- Microsoft Windows Server 2016 (all)
- Microsoft Windows Server 2019 (all)

## Applications:

- 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 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup>, and October 1<sup>st</sup> in 2021: \$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 7, 2020****TO: Finance and Administration Committee****RE: City's Health Insurance for 2021 with Medical Mutual of Ohio (MMO)**

Approval:

|                         |                          |                            |
|-------------------------|--------------------------|----------------------------|
| Completed<br>Joe Begeny | Completed<br>Chris Shook | Completed<br>Stephen Cicak |
|-------------------------|--------------------------|----------------------------|

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, 2021.

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, 2021 through December 31, 2021 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, 2021 THROUGH DECEMBER 31, 2021, 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, 2020; 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, 2021 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 health insurance plan in place on January 1, 2021; wherefore, upon adoption by Council this Ordinance shall be in effect immediately upon signature by the Mayor.



**City Auditor's Office****Stephen Cicak****7232 E. Main Street****Reynoldsburg OHIO 43068****614/322-6858 Phone****ORDINANCE REQUEST**


---

**DATE:**           **December 7, 2020**

**TO:**             **Finance and Administration Committee**

**RE:**             End of Year Financial Fund Clean-Up

---

Approval:

|                       |                        |                            |
|-----------------------|------------------------|----------------------------|
| Skipped<br>Joe Begeny | Skipped<br>Chris Shook | Completed<br>Stephen Cicak |
|-----------------------|------------------------|----------------------------|

Emergency/Suspension:      Emergency

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

Transfer of Funds Among Various Departments for Year End Clean Up Ordinance Making  
 Transfer of Funds Among Various General Fund Departments, Making Appropriations for  
 the Senior Center, Building Department, City Attorney, Human Resources, General  
 Administration, Water, Wastewater, Sewer Capacity, Sidewalk, Visitor Bureau, Brice/Main TIF  
 and Summit Rd TIF#1;

I REQUEST THREE READINGS AND PASS WHILE DECLARING AN EMERGENCY

Clean Up Ordinance

Unappropriate \$27,000 from account 110.111.5105

Appropriate \$27,000 to account 110.554.5104

From un-appropriated Sewer Fund (720)

Appropriate \$3,000 to account 720.736.5102

From Unappropriated Taylor Square TIF fund (970)

## **City Auditor's Office**

**Stephen Cicak**

**7232 E. Main Street**

**Reynoldsburg OHIO 43068**

**614/322-6858 Phone**

Appropriate \$2,800 to account 970.000.0002.5373 Auditor Treasurer Fees

Appropriate \$5,000.00 to account 970.000.0002.5527 Agency Transfers

Unappropriate \$120,000.00 from account 971.000.5527 and return to the unappropriated  
Brice Main TIF Fund (971)

From the unappropriated JEDD #1 Etna-Reynoldsburg Fund (941)

Appropriate \$65,000.00 to account 941.000.5529 Miscellaneous Distributions

From the unappropriated JEDD #2 Etna-Reynoldsburg Fund (942)

Appropriate \$35,000.00 to account 942.000.5529 Miscellaneous Distributions

From the unappropriated JEDD #3 Etna-Reynoldsburg Fund (943)

Appropriate \$190,000.00 to account 943.000.5529 Miscellaneous Distributions

From the unappropriated JEDD #4 Etna-Reynoldsburg Fund (944)

Appropriate \$600.00 to account 944.000.5529 Miscellaneous Distributions

From Unappropriated Visitor's Bureau Fund 920

Appropriate \$75,000.00 to account 920.000.5527 Agency/TIF Distributions.

From the unappropriated Unclaimed Funds (660)

Appropriate \$14,389.90 to account 660.000.5529 Miscellaneous Distributions

From unappropriated Employee Fund (690)

Appropriate \$93.68 to account 690.000.5529 Miscellaneous Distributions

From unappropriated Sewer Capacity Fund (250)

Appropriate \$5.00 250.991.5414 Bond Principal

Appropriate \$5.00 250.991.5424 Bond Interest

Unappropriated Miscellaneous Agency Fund(910)

Appropriate \$2,315.00 to account 910.343.5527 Miscellaneous Distributions

Reduce Appropriation to account 750.738.5315 y \$165,000.00 and return to the  
unappropriated Solid Waste Fund (750)

**AN ORDINANCE TO TRANSFER FUNDS AMONG VARIOUS GENERAL FUND**

# **City Auditor's Office**

**Stephen Cicak**

**7232 E. Main Street**

**Reynoldsburg OHIO 43068**

**614/322-6858 Phone**

## **ACCOUNTS FOR THE YEAR END CLEAN-UP, AND DECLARING AN EMERGENCY**

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

SECTION 1. That Council unappropriate and appropriate funds to the following accounts:

Unappropriate \$27,000 from account 110.111.5105

Appropriate \$27,000 to account 110.554.5104

From un-appropriated Sewer Fund (720)

Appropriate \$3,000 to account 720.736.5102

From Unappropriated Taylor Square TIF fund (970)

Appropriate \$2,800 to account 970.000.0002.5373 Auditor Treasurer Fees

Appropriate \$5,000.00 to account 970.000.0002.5527 Agency Transfers

Unappropriate \$120,000.00 from account 971.000.5527 and return to the unappropriated

Brice Main TIF Fund (971)

From the unappropriated JEDD #1 Etna-Reynoldsburg Fund (941)

Appropriate \$65,000.00 to account 941.000.5529 Miscellaneous Distributions

From the unappropriated JEDD #2 Etna-Reynoldsburg Fund (942)

Appropriate \$35,000.00 to account 942.000.5529 Miscellaneous Distributions

## **City Auditor's Office**

**Stephen Cicak**

**7232 E. Main Street**

**Reynoldsburg OHIO 43068**

**614/322-6858 Phone**

From the unappropriated JEDD #3 Etna-Reynoldsburg Fund (943)

Appropriate \$190,000.00 to account 943.000.5529 Miscellaneous Distributions

From the unappropriated JEDD #4 Etna-Reynoldsburg Fund (944)

Appropriate \$600.00 to account 944.000.5529 Miscellaneous Distributions

From Unappropriated Visitor's Bureau Fund 920

Appropriate \$75,000.00 to account 920.000.5527 Agency/TIF Distributions

From the unappropriated Unclaimed Funds (660)

Appropriate \$14,389.90 to account 660.000.5529 Miscellaneous Distributions

From unappropriated Employee Fund (690)

Appropriate \$93.68 to account 690.000.5529 Miscellaneous Distributions

### **AN ORDINANCE TO TRANSFER FUNDS AMONG VARIOUS GENERAL FUND ACCOUNTS, AND DECLARING AN EMERGENCY**

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

SECTION 1. That Council unappropriate and appropriate funds to the following accounts:

Unappropriate \$27,000 from account 110.111.5105

Appropriate \$27,000 to account 110.554.5104

**City Auditor's Office****Stephen Cicak****7232 E. Main Street****Reynoldsburg OHIO 43068****614/322-6858 Phone**

From un-appropriated Sewer Fund (720)

Appropriate \$3,000 to account 720.736.5102

From Unappropriated Taylor Square TIF fund (970)

Appropriate \$2,800 to account 970.000.0002.5373 Auditor Treasurer Fees

Appropriate \$5,000.00 to account 970.000.0002.5527 Agency Transfers

Unappropriate \$120,000.00 from account 971.000.5527 and return to the unappropriated  
Brice Main TIF Fund (971)

From the unappropriated JEDD #1 Etna-Reynoldsburg Fund (941)

Appropriate \$65,000.00 to account 941.000.5529 Miscellaneous Distributions

From the unappropriated JEDD #2 Etna-Reynoldsburg Fund (942)

Appropriate \$35,000.00 to account 942.000.5529 Miscellaneous Distributions

From the unappropriated JEDD #3 Etna-Reynoldsburg Fund (943)

Appropriate \$190,000.00 to account 943.000.5529 Miscellaneous Distributions

From the unappropriated JEDD #4 Etna-Reynoldsburg Fund (944)

Appropriate \$600.00 to account 944.000.5529 Miscellaneous Distributions

From Unappropriated Visitor's Bureau Fund 920

Appropriate \$75,000.00 to account 920.000.5527 Agency/TIF Distributions

**City Auditor's Office****Stephen Cicak****7232 E. Main Street****Reynoldsburg OHIO 43068****614/322-6858 Phone**

From the unappropriated Unclaimed Funds (660)

Appropriate \$14,389.90 to account 660.000.5529 Miscellaneous Distributions

From unappropriated Employee Fund (690)

Appropriate \$93.68 to account 690.000.5529 Miscellaneous Distributions

From unappropriated Sewer Capacity Fund (250)

Appropriate \$5.00 250.991.5414 Bond Principal

Appropriate \$5.00 250.991.5424 Bond Interest

Unappropriated Miscellaneous Agency Fund (910)

Appropriate \$2,315.00 to account 910.343.5527 Miscellaneous Distributions

Reduce Appropriation to account 750.738.5315 y \$165,000.00 and return to the unappropriated Solid Waste Fund (750)

SECTION 2. 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.

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


---

**DATE:** December 7, 2020

**TO:** Finance and Administration Committee

**RE:** 2021 Final Budget Appropriation

---

Approval:

|                         |                        |                            |
|-------------------------|------------------------|----------------------------|
| Completed<br>Joe Begeny | Skipped<br>Chris Shook | Completed<br>Stephen Cicak |
|-------------------------|------------------------|----------------------------|

**AN ORDINANCE TO MAKE FINAL APPROPRIATIONS FOR EXPENSES AND  
OTHER EXPENDITURES OF THE CITY OF REYNOLDSBURG, STATE OF  
OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2021**

WHEREAS, appropriations are required effective January 1, 2021 to provide for the expenses and other expenditures associated with the operation of the City of Reynoldsburg for the fiscal year ending December 31, 2021.

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

SECTION 1. That appropriations are hereby made in the General Fund (110):

Insert - 1

SECTION 2. That the appropriations are hereby made in the following funds:

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

Insert - 2

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, 2020 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 2020 capital project encumbrances funded by OPWC are hereby reappropriated. The ending balance in the Water and Wastewater CIP revenue accounts for the 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 \$570,475 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 \$1,200,000 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 \$75,000 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.



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

SECTION 10. Upon adoption by Council, this Ordinance shall take effect and be in force from the earliest date permitted by law following the Mayor's signature.

# City of Reynoldsburg

## 2021 Budget

Submitted by Joseph Begeny

**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, 2021 AND DECLARING AN EMERGENCY**

WHEREAS, various appropriations are required effective January 1, 2021, to provide for the current expenses and other expenditures associated with the operations of the City for the fiscal year ending December 31, 2021.

**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<br>Services<br>(5100) | Supplies<br>(5200) | Services<br>(5300) | Debt<br>(5400) | Other<br>(5500) | Capital<br>Purchases<br>(5600) | 2020<br>Budget<br>Request |
|---------------------|-----|--------------------------------|--------------------|--------------------|----------------|-----------------|--------------------------------|---------------------------|
| TRANSFERS           | 110 | 0                              | 0                  | 0                  |                |                 | 0                              | 0                         |
| POLICE              | 111 | 11,462,335                     | 376,900            | 829,700            |                |                 | 475,400                        | 13,144,335                |
| MECHANIC            | 290 | 143,970                        | 131,800            | 47,550             |                |                 |                                | 323,320                   |
| PARKS & RECR.       | 340 | 1,143,123                      | 228,193            | 534,876            |                |                 | 0                              | 1,906,192                 |
| SENIOR CENTER       | 343 | 169,666                        | 10,600             | 44,550             |                |                 | 0                              | 224,816                   |
| COMMUNITY EVENTS    | 344 | 104,422                        | 32,300             | 283,955            |                |                 |                                | 420,677                   |
| SERVICE             | 448 | 740,316                        | 24,800             | 680,950            |                |                 | 5,000                          | 1,451,066                 |
| BUILDING            | 479 | 635,825                        | 10,000             | 127,100            |                |                 |                                | 772,925                   |
| MAYOR               | 522 | 222,780                        | 1,050              | 41,550             |                |                 |                                | 265,380                   |
| CIVIL SERVICE       | 534 | 68,559                         | 3,000              | 36,800             |                |                 | 500                            | 108,859                   |
| CITY AUDITOR        | 545 | 375,262                        | 6,500              | 106,560            |                |                 |                                | 488,322                   |
| CITY ATTORNEY       | 554 | 587,857                        | 5,650              | 86,459             |                |                 |                                | 679,966                   |
| CITY COUNCIL        | 571 | 196,777                        | 2,300              | 55,850             |                |                 |                                | 254,927                   |
| DEVELOPMENT         | 580 | 331,719                        | 3,250              | 160,700            |                |                 |                                | 495,669                   |
| HUMAN RE.           | 582 | 117,759                        | 19,500             | 41,600             |                |                 |                                | 178,859                   |
| COMPUTER            | 584 |                                | 13,000             | 459,354            |                |                 | 164,600                        | 636,954                   |
| CLERK OF COURTS     | 593 | 296,512                        | 4,500              | 104,900            |                |                 |                                | 405,912                   |
| GENERAL ADMIN.      | 595 | 275,151                        | 5,000              | 768,250            |                |                 | 0                              | 1,048,401                 |
| PUBLIC HEALTH       | 810 |                                |                    | 343,400            |                |                 |                                | 343,400                   |
| <b>GENERAL FUND</b> |     | <b>16,872,033</b>              | <b>878,343</b>     | <b>4,754,104</b>   | <b>0</b>       | <b>0</b>        | <b>645,500</b>                 | <b>23,149,980</b>         |

**SECTION 2.** That the following appropriations are hereby made in the following funds:

| Fund               | #   | Personal<br>Services<br>(5100) | Supplies<br>(5200) | Services<br>(5300) | Debt<br>(5400)   | Other<br>(5500)  | Capital<br>Purchases<br>(5600) | 2020<br>Budget<br>Request |
|--------------------|-----|--------------------------------|--------------------|--------------------|------------------|------------------|--------------------------------|---------------------------|
| INCOME TAX         | 220 | 171,851                        | 2,000              | 92,400             |                  | 2,410,000        |                                | 2,676,251                 |
| COURT COMPUTER     | 211 |                                | 15,000             | 40,500             |                  |                  | 77,000                         | 132,500                   |
| STREET             | 260 | 759,880                        | 293,500            | 148,830            |                  |                  | 50,000                         | 1,252,210                 |
| 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 | 504,797                        | 173,200            | 5,691,122          | 366,235          |                  | 413,500                        | 7,148,854                 |
| WASTEWATER         | 720 | 555,803                        | 105,000            | 5,622,460          | 40,020           |                  | 413,500                        | 6,736,783                 |
| STORM WATER        | 740 | 327,617                        | 60,000             | 1,045,090          | 125,595          |                  | 0                              | 1,558,302                 |
| REFUSE COLL.       | 750 |                                | 2,000              | 2,602,000          |                  |                  |                                | 2,604,000                 |
| PERMISSIVE LIC.    | 230 |                                |                    |                    |                  |                  |                                | 0                         |
| POLICE PENSION     | 240 | 150,000                        |                    |                    |                  | 3,500            |                                | 153,500                   |
| SEWER CAPACITY     | 250 |                                |                    | 450                | 32,120           |                  |                                | 32,570                    |
| GENERAL DEBT       | 310 |                                |                    |                    | 3,014,085        |                  |                                | 3,014,085                 |
| S. A. DEBT         | 320 |                                |                    |                    |                  |                  |                                | 0                         |
| TAYLOR SQ. DEBT    | 330 |                                |                    |                    | 570,475          |                  |                                | 570,475                   |
| EMPLOYEE FUND      | 690 |                                |                    |                    |                  |                  |                                | 0                         |
| JEDD1              | 941 |                                |                    | 200,000            |                  |                  |                                | 200,000                   |
| JEDD2              | 942 |                                |                    | 150,000            |                  |                  |                                | 150,000                   |
| JEDD3              | 943 |                                |                    | 400,000            |                  |                  |                                | 400,000                   |
| JEDD 4             | 944 |                                |                    | 75,000             |                  |                  |                                | 75,000                    |
| Taylor Sq Tif      | 970 |                                |                    | 30,000             |                  |                  |                                | 30,000                    |
| BRICE-MAIN DEBT    | 971 |                                |                    | 4,000              | 79,250           |                  |                                | 83,250                    |
| 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                       |
| <b>TOTALS</b>      |     | <b>2,469,948</b>               | <b>720,700</b>     | <b>16,128,452</b>  | <b>4,227,780</b> | <b>2,413,500</b> | <b>954,000</b>                 | <b>26,914,380</b>         |

2021BudgetDocupdated111920 (005)11/19/2020

Attachment: Budget 1st read (2021 Budget Appropriations)

**SECTION 3.** That the Income Tax Revenues shall be appropriated and disbursed pursuant to Ordinance No. 68-17 adopted by Reynoldsburg City Council on July 10, 2017.

**SECTION 4.** That the unencumbered balances as of December 31, 2020 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 2020 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 \$ 570,475 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 \$ 1,200,000 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 \$ 75,000 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, 2021.

**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, 2021 must be adopted by City Council prior to April 1, 2021; wherefore, upon adoption by Council this ordinance shall be in effect upon the signature by the Mayor.



City of Reynoldsburg  
2021 Budget Request

| BUDGET           | DEPARTMENT         | Personal Services<br>(5100) | Supplies<br>(5200) | Services<br>(5300) | Debt<br>(5400) | Other<br>(5500) | Capital Purchases<br>(5600) | 2021 Budget Request | 2021 Estimated Revenue | 2020 Final Budget | 2019 Actual Expense | 2018 Actual Expense | 2017 Actual Expense | 2016 Actual Expense | 2015 Actual Expense |
|------------------|--------------------|-----------------------------|--------------------|--------------------|----------------|-----------------|-----------------------------|---------------------|------------------------|-------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| 110-111-0000     | POLICE             | 11,462,335                  | 376,900            | 829,700            | 0              | 0               | 475,400                     | 13,144,335          |                        | 12,629,654        | 11,318,958          | 10,382,119          | 9,317,966           | 9,289,780           | 8,875,623           |
| 110-290-0000     | MECHANIC           | 143,970                     | 131,800            | 47,550             | 0              | 0               | 0                           | 323,320             |                        | 362,721           | 303,176             | 318,572             | 240,649             | 234,729             | 221,253             |
| 110-340-0000     | PARKS & RECR.      | 1,143,123                   | 228,193            | 534,876            | 0              | 0               | 0                           | 1,906,192           |                        | 2,076,398         | 1,634,408           | 1,531,635           | 1,207,562           | 1,279,293           | 963,901             |
| 110-343-0000     | SENIOR CENTER      | 169,666                     | 10,600             | 44,550             | 0              | 0               | 0                           | 224,816             |                        | 274,449           | 235,035             | 267,565             | 189,391             | 200,931             | 314,285             |
| 110-344-0000     | COMMUNITY EVENTS   | 104,422                     | 32,300             | 283,955            | 0              | 0               | 0                           | 420,677             |                        | 324,150           | 257,693             |                     |                     |                     |                     |
| 110-448-0000     | SERVICE            | 740,316                     | 24,800             | 680,950            | 0              | 0               | 5,000                       | 1,451,066           |                        | 1,433,497         | 1,028,522           | 1,003,621           | 1,030,452           | 1,002,175           | 925,522             |
| 110-479-0000     | BUILDING           | 635,825                     | 10,000             | 127,100            | 0              | 0               | 0                           | 772,925             |                        | 634,462           | 482,464             | 432,502             | 436,492             | 383,216             | 330,220             |
| 110-522-0000     | MAYOR              | 222,780                     | 1,050              | 41,550             | 0              | 0               | 0                           | 265,380             |                        | 253,976           | 172,935             | 227,866             | 157,070             | 189,287             | 194,211             |
| 110-534-0000     | CIVIL SERVICE      | 68,559                      | 3,000              | 36,800             | 0              | 0               | 500                         | 108,859             |                        | 106,587           | 97,007              | 108,162             | 75,675              | 72,699              | 63,720              |
| 110-545-0000     | CITY AUDITOR       | 375,262                     | 6,500              | 106,560            | 0              | 0               | 0                           | 488,322             |                        | 493,835           | 421,097             | 395,019             | 435,644             | 398,958             | 387,236             |
| 110-554-0000     | CITY ATTORNEY      | 587,857                     | 5,650              | 86,459             | 0              | 0               | 0                           | 679,966             |                        | 678,661           | 618,275             | 558,364             | 562,918             | 565,381             | 476,524             |
| 110-571-0000     | CITY COUNCIL       | 196,777                     | 2,300              | 55,850             | 0              | 0               | 0                           | 254,927             |                        | 253,879           | 216,907             | 226,094             | 216,226             | 223,052             | 206,947             |
| 110-580-0000     | DEVELOPMENT        | 331,719                     | 3,250              | 160,700            | 0              | 0               | 0                           | 495,669             |                        | 535,215           | 489,815             | 436,995             | 240,092             | 250,969             | 215,348             |
| 110-582-0000     | HUMAN RESOURCES    | 117,759                     | 19,500             | 41,600             | 0              | 0               | 0                           | 178,859             |                        | 175,193           | 151,446             | 146,825             | 133,686             | 106,509             | 82,439              |
| 110-584-0000     | COMPUTER           | 0                           | 13,000             | 459,354            | 0              | 0               | 164,600                     | 636,954             |                        | 646,888           | 609,667             | 430,340             | 433,560             | 415,706             | 312,435             |
| 110-593-0000     | CLERK OF COURTS    | 296,512                     | 4,500              | 104,900            | 0              | 0               | 0                           | 405,912             |                        | 475,746           | 340,109             | 305,820             | 300,943             | 274,937             | 258,371             |
| 110-595-0000     | GENERAL ADMIN.     | 275,151                     | 5,000              | 768,250            | 0              | 0               | 0                           | 1,048,401           |                        | 1,445,910         | 850,164             | 816,018             | 637,659             | 660,798             | 645,762             |
| 110-810-0000     | PUBLIC HEALTH      | 0                           | 0                  | 343,400            | 0              | 0               | 0                           | 343,400             |                        | 333,255           | 319,732             | 302,551             | 285,500             | 271,798             | 257,940             |
| TOTAL            | GENERAL FUND       | 16,872,033                  | 878,343            | 4,754,104          | 0              | 0               | 645,500                     | 23,149,980          |                        | 23,134,476        | 19,547,410          | 17,890,068          | 15,901,485          | 15,820,218          | 12,648,127          |
| 220-564-0000     | INCOME TAX         | 171,851                     | 2,000              | 92,400             |                | 2,410,000       |                             | 2,676,251           |                        | 2,586,975         | 490,078             | 571,412             | 462,442             | 1,101,541           | 402,389             |
| 260-268-0000     | STREET             | 759,880                     | 293,500            | 148,830            |                |                 | 50,000                      | 1,252,210           |                        | 1,522,504         | 1,104,328           | 1,398,697           | 812,522             | 1,237,706           | 1,085,882           |
| 270-268-0000     | STATE HIGHWAY      |                             | 70,000             | 24,000             |                |                 |                             | 94,000              |                        | 94,499            | 91,171              | 92,322              | 41,104              | 167,750             | 159,786             |
| 710-735-0000     | WATER              | 504,797                     | 173,200            | 5,691,122          | 366,235        |                 | 413,500                     | 7,149,854           |                        | 8,171,790         | 6,457,825           | 5,873,740           | 5,544,171           | 5,953,668           | 5,377,544           |
| 720-736-0000     | WASTEWATER         | 555,803                     | 105,000            | 5,622,460          | 40,020         |                 | 413,500                     | 6,736,783           |                        | 7,840,772         | 5,523,076           | 5,427,075           | 5,295,698           | 5,511,808           | 6,796,975           |
| 740-737-0000     | STORM WATER        | 327,617                     | 60,000             | 1,045,090          | 125,595        |                 | 0                           | 1,558,302           |                        | 1,693,528         | 1,958,571           | 1,346,055           | 1,249,921           | 1,168,788           | 632,187             |
| 750-738-0000     | REFUSE COLL.       | 0                           | 2,000              | 2,602,000          | 0              |                 | 0                           | 2,604,000           |                        | 2,873,546         | 2,091,276           | 1,927,174           | 1,662,906           | 2,047,500           | 1,876,883           |
| 230-000-0000     | PERMISSIVE LIC.    |                             |                    |                    |                |                 |                             | 0                   |                        | 0                 |                     |                     |                     |                     |                     |
| 240-000-0000     | POLICE PENSION     | 150,000                     |                    | 450                | 32,120         | 3,500           |                             | 153,500             |                        | 153,500           | 202,836             | 162,822             | 192,695             | 163,000             | 162,739             |
| 250-000-0000     | SEWER CAPACITY     |                             |                    |                    |                |                 |                             | 32,570              |                        | 64,427            | 64,603              | 64,603              | 64,383              | 127,449             | 133,080             |
| TOTALS           |                    | 2,469,948                   | 705,700            | 15,226,352         | 563,970        | 2,413,500       | 877,000                     | 22,256,470          | 0                      | 25,001,542        | 17,983,543          | 16,863,900          | 15,325,842          | 17,479,210          | 16,627,465          |
| 211-000-0000     | COURT COMPUTER     | 0                           | 15,000             | 40,500             |                |                 | 77,000                      | 132,500             |                        | 74,804            | 15,474              | 11,824              | 23,990              | 55,000              | 26,388              |
| 282-111-0000     | COPS IN SCHOOL     |                             |                    |                    |                |                 |                             | 0                   |                        |                   |                     |                     |                     |                     |                     |
| 290-111-0000     | LAW ENFORCEMENT    |                             |                    |                    |                |                 |                             | 0                   |                        |                   |                     |                     |                     |                     |                     |
| 291-111-0000     | DRUG ENFORCEMENT   |                             |                    |                    |                |                 |                             | 0                   |                        |                   |                     |                     |                     |                     |                     |
| 292-111-0000     | SAFETY BELT PROG   |                             |                    |                    |                |                 |                             | 0                   |                        |                   |                     |                     |                     |                     |                     |
| 293-111-0000     | DUJEDUCTION        |                             |                    |                    |                |                 |                             | 0                   |                        |                   |                     |                     |                     |                     |                     |
| 294-111-0000     | FEDERAL FORFEITURE |                             |                    |                    |                |                 |                             | 881                 |                        |                   |                     |                     |                     |                     | 17,115              |
| 295-111-0000     | LAW ENFORCIASST    |                             |                    |                    |                |                 |                             | 0                   |                        |                   |                     |                     |                     |                     |                     |
| 297-111-0000     | EDWARD BYRNE       |                             |                    |                    |                |                 |                             | 0                   |                        |                   |                     |                     |                     |                     |                     |
| 310-000-0000     | GENERAL DEBT       |                             |                    |                    | 3,014,085      |                 |                             | 3,014,085           |                        | 3,055,518         | 3,123,629           | 2,570,508           | 1,576,811           | 1,494,935           | 1,498,890           |
| 320-000-0000     | S. A. DEBT         |                             |                    |                    |                |                 |                             | 0                   |                        |                   |                     |                     |                     |                     |                     |
| 330-000-0000     | TAYLOR SQ. DEBT    |                             |                    |                    | 570,475        |                 |                             | 570,475             |                        | 571,829           | 567,861             | 568,675             | 574,382             | 605,598             | 601,348             |
| 600-000-0000     | EMPLOYEE FUND      |                             |                    |                    |                |                 |                             | 0                   |                        |                   |                     |                     |                     |                     |                     |
| 941-000-0000     | JEDD1              |                             |                    |                    |                | 200,000         |                             | 200,000             |                        |                   |                     |                     |                     |                     |                     |
| 942-000-0000     | JEDD2              |                             |                    |                    |                | 150,000         |                             | 150,000             |                        | 750               | 1                   |                     |                     |                     |                     |
| 943-000-0000     | JEDD3              |                             |                    |                    |                | 400,000         |                             | 400,000             |                        | 5,000             | 212                 |                     |                     |                     |                     |
| 944-000-0000     | JEDD4              |                             |                    |                    |                | 75,000          |                             | 75,000              |                        |                   |                     |                     |                     |                     |                     |
| 970-000-0000     | Taylor Sq Tif      |                             |                    | 30,000             |                |                 |                             | 30,000              |                        | 25,000            | 23,300              | 20,615              | 26,120              | 39,000              | 1,291,496           |
| 000-0000         | BRICE-MAIN DEBT    |                             |                    | 4,000              | 79,250         |                 |                             | 83,250              |                        | 84,525            | 85,129              | 95,732              | 87,380              | 89,330              | 89,509              |
| 000-0000         | KROGER TIF DEBT    |                             |                    |                    |                |                 |                             | 0                   |                        |                   |                     |                     |                     | 1,200               | 35,111              |
| 000-0000         | SUMMIT RD TIF #1   |                             |                    | 2,000              |                |                 |                             | 2,000               |                        | 2,000             | 378                 | 1,183               | 2                   | 100                 | 0                   |
| 000-0000         | TAYLOR RD TIF #1   |                             |                    | 500                |                |                 |                             | 500                 |                        | 500               | 269                 | 200                 | 265                 | 350                 | 248                 |
| 000-0000         | TAYLOR RD TIF #2   |                             |                    | 100                |                |                 |                             | 100                 |                        | 100               | 16                  | 16                  | 12                  | 50                  |                     |
| TOTAL MISC FUNDS |                    | 0                           | 15,000             | 77,100             | 3,663,810      | 825,000         | 77,000                      | 4,657,910           | 0                      | 3,820,026         | 3,879,366           | 3,315,978           | 2,238,962           | 2,285,563           | 3,879,366           |
| GRAND TOTALS     |                    | 19,341,981                  | 1,599,043          | 20,057,556         | 4,227,780      | 3,238,500       | 1,599,500                   | 50,064,360          | 0                      | 51,956,045        | 41,410,319          | 38,069,946          | 33,518,289          | 35,584,991          | 32,948,883          |

11.h.a

Attachment: Budget 1st read (2021 Budget Appropriations)

| Account Number                                                | Account Description             | 2020 Adopted Budget    | 2021 Amended Budget    | 2021 Department Entry  |
|---------------------------------------------------------------|---------------------------------|------------------------|------------------------|------------------------|
| <b>Fund: 110 - General Fund</b>                               |                                 |                        |                        |                        |
| <b>EXPENSES</b>                                               |                                 |                        |                        |                        |
| <b>Department: 000 - General</b>                              |                                 |                        |                        |                        |
| <b>5500 - Transfers/Other</b>                                 |                                 |                        |                        |                        |
| <b>Department: 111 - Police Division</b>                      |                                 |                        |                        |                        |
| <b>5100 - Personal Services</b>                               |                                 |                        |                        |                        |
| 5102                                                          | Wages-Staff                     | 1,032,179.0000         | 1,032,179.0000         | 993,764.0000           |
| 5104                                                          | Wages-Part time                 | 123,109.0000           | 123,109.0000           | 122,679.0000           |
| 5105                                                          | Overtime                        | 365,000.0000           | 365,000.0000           | 365,000.0000           |
| 5106                                                          | Longevity                       | 51,300.0000            | 51,300.0000            | 50,000.0000            |
| 5109                                                          | HSA Employer Funding            | 294,690.0000           | 294,690.0000           | 282,690.0000           |
| 5111                                                          | Wages Chief                     | 127,792.0000           | 127,792.0000           | 133,994.0000           |
| 5113                                                          | Wages Enforcement               | 6,216,831.0000         | 6,216,831.0000         | 6,604,874.0000         |
| 5151                                                          | PERS Contribution               | 164,302.0000           | 164,302.0000           | 158,696.0000           |
| 5152                                                          | PFDPF Contribution              | 1,161,513.0000         | 1,161,513.0000         | 1,224,841.0000         |
| 5155                                                          | PERS Pickup                     | 57,388.0000            | 57,388.0000            | 57,899.0000            |
| 5161                                                          | Group Insurance                 | 1,388,933.0000         | 1,389,395.4100         | 1,347,978.0000         |
| 5166                                                          | Medicare                        | 114,779.0000           | 114,779.0000           | 119,920.0000           |
| <b>Account Classification Total: 5100 - Personal Services</b> |                                 | <b>\$10,097,616.00</b> | <b>\$10,058,928.41</b> | <b>\$11,462,335.00</b> |
| <b>5200 - Supplies</b>                                        |                                 |                        |                        |                        |
| 5201                                                          | Office Supplies                 | 8,000.0000             | 8,770.5100             | 10,000.0000            |
| 5202                                                          | Photo Copy Supplies             | 2,500.0000             | 2,500.0000             | 3,500.0000             |
| 5203                                                          | Computer Supplies               | 15,000.0000            | 15,524.7700            | 15,000.0000            |
| 5205                                                          | Small Tools/Minor Equipment     | 8,000.0000             | 8,142.3800             | 9,700.0000             |
| 5206                                                          | Evidence                        | 10,000.0000            | 10,000.0000            | 10,000.0000            |
| 5207                                                          | Law Enforcement Supplies        | 52,000.0000            | 73,399.8300            | 72,000.0000            |
| 5213                                                          | Repair and Maintenance Supplies | 11,000.0000            | 11,000.0000            | 12,000.0000            |
| 5241                                                          | Uniforms-Purchased              | 139,000.0000           | 149,250.4800           | 104,700.0000           |
| 5251                                                          | MV Gas and Oil                  | 100,000.0000           | 108,466.6500           | 140,000.0000           |
| <b>Account Classification Total: 5200 - Supplies</b>          |                                 | <b>\$345,500.00</b>    | <b>\$357,054.62</b>    | <b>\$376,900.00</b>    |
| <b>5300 - Services</b>                                        |                                 |                        |                        |                        |
| 5311                                                          | Utilities                       | 145,000.0000           | 159,578.2000           | 145,000.0000           |
| 5321                                                          | Professional Training           | 108,091.0000           | 128,570.0000           | 107,150.0000           |
| 5323                                                          | Publications                    | 2,850.0000             | 2,850.0000             | 3,750.0000             |
| 5324                                                          | Professional Association Dues   | 2,500.0000             | 2,599.0000             | 2,500.0000             |
| 5325                                                          | Educational Assistance          | 10,000.0000            | 10,000.0000            | 10,000.0000            |
| 5339                                                          | Misc Contract Services          | 75,000.0000            | 77,974.3500            | 85,200.0000            |
| 5351                                                          | Liability Insurance Deductible  | 100,000.0000           | 100,000.0000           | 50,000.0000            |
| 5361                                                          | Building Repair/Maintenance     | 80,000.0000            | 84,986.7100            | 80,000.0000            |
| 5362                                                          | Equipment Maintenance           | 60,000.0000            | 60,000.0000            | 80,350.0000            |
| 5363                                                          | MV Repair/Maintenance-External  | 30,000.0000            | 30,000.0000            | 30,000.0000            |
| 5366                                                          | Computer Maintenance            | 3,000.0000             | 3,413.0000             | 3,000.0000             |
| 5375                                                          | Prisoner Care                   | 65,000.0000            | 72,246.2500            | 145,000.0000           |
| 5391                                                          | Postage                         | 6,000.0000             | 6,000.0000             | 7,000.0000             |
| 5392                                                          | Fingerprinting Services         | 1,500.0000             | 1,547.2500             | 750.0000               |
| 5393                                                          | L.E.A.D.S Terminal              | 8,500.0000             | 9,100.0000             | 8,500.0000             |
| 5395                                                          | Printing/Advertising            | 15,000.0000            | 15,161.8000            | 20,000.0000            |
| 5396                                                          | Uniform Cleaning/Repairs        | 40,000.0000            | 41,424.4000            | 45,000.0000            |
| 5399                                                          | Other Miscellaneous Services    | 4,000.0000             | 4,254.3300             | 6,500.0000             |
| <b>Account Classification Total: 5300 - Services</b>          |                                 | <b>\$956,441.00</b>    | <b>\$959,705.74</b>    | <b>\$929,000.00</b>    |

| Account Number                                                | Account Description     | 2020 Adopted Budget    | 2020 Amended Budget    | 2021 Department Entry  |
|---------------------------------------------------------------|-------------------------|------------------------|------------------------|------------------------|
| <i>5600 - Capital Purchases</i>                               |                         |                        |                        |                        |
| 5631                                                          | Furniture and Fixtures  | 10,000.0000            | 10,000.0000            | 10,000.0000            |
| 5632                                                          | Motor Vehicles          | 77,300.0000            | 146,001.6200           | 341,000.0000           |
| 5633                                                          | Machinery and Equipment | 100,000.0000           | 100,000.0000           | 50,000.0000            |
| 5634                                                          | Unmarked Vehicles       | 8,400.0000             | 8,400.0000             | 8,400.0000             |
| 5639                                                          | Other Equipment         | 70,000.0000            | 70,213.5700            | 66,000.0000            |
| <i>Account Classification Total: 5600 - Capital Purchases</i> |                         | <i>\$285,700.00</i>    | <i>\$334,615.19</i>    | <i>\$475,400.00</i>    |
| <b>Department Total: 111 - Police Division</b>                |                         | <b>\$12,465,457.00</b> | <b>\$12,629,653.51</b> | <b>\$13,144,335.00</b> |

| Account Number                                                | Account Description              | 2020 Adopted Budget | 2021 Amendment Budget | 2021 Department Entry |
|---------------------------------------------------------------|----------------------------------|---------------------|-----------------------|-----------------------|
| <b>Department: 290 - Mechanic</b>                             |                                  |                     |                       |                       |
| <i>5100 - Personal Services</i>                               |                                  |                     |                       |                       |
| 5102                                                          | Wages-Staff                      | 109,245.0000        | 109,245.0000          | 101,851.0000          |
| 5106                                                          | Longevity                        | 550.0000            | 550.0000              | 0.0000                |
| 5109                                                          | HSA Employer Funding             | 8,000.0000          | 8,000.0000            | 4,000.0000            |
| 5151                                                          | PERS Contribution                | 15,371.0000         | 15,371.0000           | 13,909.0000           |
| 5161                                                          | Group Insurance                  | 41,593.0000         | 41,593.0000           | 22,733.0000           |
| 5166                                                          | Medicare                         | 1,592.0000          | 1,592.0000            | 1,477.0000            |
| <i>Account Classification Total: 5100 - Personal Services</i> |                                  | <b>\$176,351.00</b> | <b>\$176,351.00</b>   | <b>\$143,970.00</b>   |
| <i>5200 - Supplies</i>                                        |                                  |                     |                       |                       |
| 5201                                                          | Office Supplies                  | 100.0000            | 100.0000              | 200.0000              |
| 5203                                                          | Computer Supplies                | 200.0000            | 200.0000              | 100.0000              |
| 5205                                                          | Small Tools/Minor Equipment      | 3,000.0000          | 3,000.0000            | 3,000.0000            |
| 5213                                                          | Repair and Maintenance Supplies  | 120,000.0000        | 125,616.3900          | 120,000.0000          |
| 5259                                                          | Operating Materials and Supplies | 8,500.0000          | 10,435.9000           | 8,500.0000            |
| <i>Account Classification Total: 5200 - Supplies</i>          |                                  | <b>\$131,600.00</b> | <b>\$139,552.39</b>   | <b>\$131,800.00</b>   |
| <i>5300 - Services</i>                                        |                                  |                     |                       |                       |
| 5311                                                          | Utilities                        | 0.0000              | 0.0000                | 600.0000              |
| 5321                                                          | Professional Training            | 1,000.0000          | 1,000.0000            | 800.0000              |
| 5362                                                          | Equipment Maintenance            | 3,000.0000          | 3,000.0000            | 3,000.0000            |
| 5363                                                          | MV Repair/Maintenance-External   | 40,000.0000         | 40,000.0000           | 40,000.0000           |
| 5397                                                          | Uniform Rental                   | 1,450.0000          | 1,517.8000            | 1,650.0000            |
| 5399                                                          | Other Miscellaneous Services     | 1,500.0000          | 1,500.0000            | 1,500.0000            |
| <i>Account Classification Total: 5300 - Services</i>          |                                  | <b>\$46,950.00</b>  | <b>\$47,017.80</b>    | <b>\$47,550.00</b>    |
| <b>Department Total: 290 - Mechanic</b>                       |                                  | <b>\$355,101.00</b> | <b>\$362,721.09</b>   | <b>\$323,320.00</b>   |



| Account Number                                                | Account Description               | 2020 Adopted Budget   | 2020 Amended Budget   | 2021 Department Entry |
|---------------------------------------------------------------|-----------------------------------|-----------------------|-----------------------|-----------------------|
| <b>Department: 340 - Parks and Recreation</b>                 |                                   |                       |                       |                       |
| <i>5100 - Personal Services</i>                               |                                   |                       |                       |                       |
| 5101                                                          | Salary-Elected Officials/Director | 95,755.0000           | 95,755.0000           | 95,895.0000           |
| 5102                                                          | Wages-Staff                       | 501,122.0000          | 501,122.0000          | 524,505.0000          |
| 5105                                                          | Overtime                          | 42,000.0000           | 42,000.0000           | 42,000.0000           |
| 5106                                                          | Longevity                         | 1,700.0000            | 1,700.0000            | 1,700.0000            |
| 5109                                                          | HSA Employer Funding              | 40,000.0000           | 40,000.0000           | 42,000.0000           |
| 5141                                                          | Wages-Seasonal Labor              | 110,000.0000          | 110,000.0000          | 110,000.0000          |
| 5151                                                          | PERS Contribution                 | 105,081.0000          | 105,081.0000          | 108,374.0000          |
| 5161                                                          | Group Insurance                   | 203,360.0000          | 203,360.0000          | 207,425.0000          |
| 5166                                                          | Medicare                          | 10,883.0000           | 10,883.0000           | 11,224.0000           |
| <i>Account Classification Total: 5100 - Personal Services</i> |                                   | <b>\$1,109,901.00</b> | <b>\$1,109,901.00</b> | <b>\$1,143,123.00</b> |
| <i>5200 - Supplies</i>                                        |                                   |                       |                       |                       |
| 5201                                                          | Office Supplies                   | 500.0000              | 500.0000              | 600.0000              |
| 5203                                                          | Computer Supplies                 | 500.0000              | 500.0000              | 500.0000              |
| 5205                                                          | Small Tools/Minor Equipment       | 5,000.0000            | 5,175.0000            | 4,345.0000            |
| 5209                                                          | Chemicals                         | 34,440.0000           | 34,440.0000           | 39,115.0000           |
| 5213                                                          | Repair and Maintenance Supplies   | 63,510.0000           | 70,626.2900           | 54,350.0000           |
| 5215                                                          | Recreational Supplies             | 65,694.0000           | 72,120.5500           | 77,383.0000           |
| 5241                                                          | Uniforms-Purchased                | 2,500.0000            | 2,909.8800            | 2,500.0000            |
| 5251                                                          | MV Gas and Oil                    | 20,000.0000           | 20,278.4600           | 20,000.0000           |
| 5252                                                          | Aggregates                        | 16,330.0000           | 21,778.6100           | 17,000.0000           |
| 5259                                                          | Operating Materials and Supplies  | 37,950.0000           | 37,950.0000           | 12,400.0000           |
| <i>Account Classification Total: 5200 - Supplies</i>          |                                   | <b>\$246,424.00</b>   | <b>\$266,278.79</b>   | <b>\$228,193.00</b>   |
| <i>5300 - Services</i>                                        |                                   |                       |                       |                       |
| 5303                                                          | Community Events                  | 8,200.0000            | 8,200.0000            | 8,200.0000            |
| 5311                                                          | Utilities                         | 37,000.0000           | 39,575.6300           | 39,000.0000           |
| 5321                                                          | Professional Training             | 3,000.0000            | 3,000.0000            | 1,900.0000            |
| 5322                                                          | Conference/Reimb                  | 8,675.0000            | 8,707.0000            | 8,200.0000            |
| 5323                                                          | Publications                      | 250.0000              | 250.0000              | 250.0000              |
| 5324                                                          | Professional Association Dues     | 1,500.0000            | 1,500.0000            | 1,500.0000            |
| 5338                                                          | Personal Service Contracts        | 72,000.0000           | 74,467.5000           | 73,806.0000           |
| 5339                                                          | Misc Contract Services            | 311,040.0000          | 417,771.7600          | 285,000.0000          |
| 5361                                                          | Building Repair/Maintenance       | 26,250.0000           | 40,438.6700           | 79,500.0000           |
| 5362                                                          | Equipment Maintenance             | 2,000.0000            | 2,000.0000            | 2,000.0000            |
| 5391                                                          | Postage                           | 6,500.0000            | 6,500.0000            | 7,500.0000            |
| 5395                                                          | Printing/Advertising              | 23,000.0000           | 26,690.4800           | 25,000.0000           |
| 5399                                                          | Other Miscellaneous Services      | 2,860.0000            | 2,860.0000            | 3,020.0000            |
| <i>Account Classification Total: 5300 - Services</i>          |                                   | <b>\$502,275.00</b>   | <b>\$631,961.04</b>   | <b>\$534,876.00</b>   |
| <i>5600 - Capital Purchases</i>                               |                                   |                       |                       |                       |
| 5602                                                          | Land Improvements                 | 3,500.0000            | 3,500.0000            | 0.0000                |
| 5632                                                          | Motor Vehicles                    | 9,500.0000            | 9,500.0000            | 0.0000                |
| 5633                                                          | Machinery and Equipment           | 17,484.0000           | 17,484.0000           | 0.0000                |
| 5639                                                          | Other Equipment                   | 28,000.0000           | 37,772.7000           | 0.0000                |
| <i>Account Classification Total: 5600 - Capital Purchases</i> |                                   | <b>\$58,484.00</b>    | <b>\$68,256.70</b>    | <b>\$0.00</b>         |
| <b>Department Total: 340 - Parks and Recreation</b>           |                                   | <b>\$1,917,084.00</b> | <b>\$2,076,397.53</b> | <b>\$1,906,192.00</b> |

| Account Number                               | Account Description                                           | 2020 Adopted Budget | 2021 Amended Budget | 2021 Department Entry |
|----------------------------------------------|---------------------------------------------------------------|---------------------|---------------------|-----------------------|
| <b>Department: 343 - Senior Center</b>       |                                                               |                     |                     |                       |
| <i>5100 - Personal Services</i>              |                                                               |                     |                     |                       |
| 5102                                         | Wages-Staff                                                   | 70,794.0000         | 70,794.0000         | 70,207.0000           |
| 5104                                         | Wages-Part time                                               | 60,319.0000         | 60,319.0000         | 62,567.0000           |
| 5105                                         | Overtime                                                      | 4,000.0000          | 4,000.0000          | 4,000.0000            |
| 5106                                         | Longevity                                                     | 600.0000            | 600.0000            | 600.0000              |
| 5109                                         | HSA Employer Funding                                          | 4,000.0000          | 4,000.0000          | 2,000.0000            |
| 5151                                         | PERS Contribution                                             | 19,000.0000         | 19,000.0000         | 19,232.0000           |
| 5161                                         | Group Insurance                                               | 20,909.0000         | 20,909.0000         | 9,068.0000            |
| 5166                                         | Medicare                                                      | 1,968.0000          | 1,968.0000          | 1,992.0000            |
|                                              | <i>Account Classification Total: 5100 - Personal Services</i> | <i>\$181,690.00</i> | <i>\$181,690.00</i> | <i>\$169,666.00</i>   |
| <i>5200 - Supplies</i>                       |                                                               |                     |                     |                       |
| 5201                                         | Office Supplies                                               | 1,400.0000          | 1,400.0000          | 1,400.0000            |
| 5203                                         | Computer Supplies                                             | 1,200.0000          | 1,200.0000          | 1,200.0000            |
| 5213                                         | Repair and Maintenance Supplies                               | 5,300.0000          | 5,300.0000          | 5,000.0000            |
| 5215                                         | Recreational Supplies                                         | 2,700.0000          | 2,978.9600          | 3,000.0000            |
| 5216                                         | Contributed Supplies Purchased                                | 0.0000              | 18,778.7600         | 0.0000                |
| 5252                                         | Aggregates                                                    | 1,000.0000          | 1,000.0000          | 0.0000                |
| 5259                                         | Operating Materials and Supplies                              | 2,000.0000          | 2,000.0000          | 0.0000                |
|                                              | <i>Account Classification Total: 5200 - Supplies</i>          | <i>\$13,600.00</i>  | <i>\$32,657.72</i>  | <i>\$10,600.00</i>    |
| <i>5300 - Services</i>                       |                                                               |                     |                     |                       |
| 5311                                         | Utilities                                                     | 5,000.0000          | 5,547.5100          | 7,000.0000            |
| 5321                                         | Professional Training                                         | 300.0000            | 300.0000            | 300.0000              |
| 5322                                         | Conference/Reimb                                              | 400.0000            | 400.0000            | 400.0000              |
| 5324                                         | Professional Association Dues                                 | 150.0000            | 150.0000            | 150.0000              |
| 5339                                         | Misc Contract Services                                        | 9,200.0000          | 11,304.0000         | 9,200.0000            |
| 5361                                         | Building Repair/Maintenance                                   | 25,000.0000         | 25,000.0000         | 25,000.0000           |
| 5391                                         | Postage                                                       | 2,500.0000          | 2,500.0000          | 2,500.0000            |
|                                              | <i>Account Classification Total: 5300 - Services</i>          | <i>\$42,550.00</i>  | <i>\$46,201.51</i>  | <i>\$44,550.00</i>    |
| <i>5600 - Capital Purchases</i>              |                                                               |                     |                     |                       |
| 5639                                         | Other Equipment                                               | 15,000.0000         | 15,000.0000         | 0.0000                |
|                                              | <i>Account Classification Total: 5600 - Capital Purchases</i> | <i>\$15,000.00</i>  | <i>\$15,000.00</i>  | <i>\$0.00</i>         |
| <b>Department Total: 343 - Senior Center</b> |                                                               |                     |                     |                       |
|                                              |                                                               | \$252,740.00        | \$274,449.23        | \$224,816.00          |

| Account Number                                  | Account Description                                            | 2020 Adopted Budget | 2021 Amended Budget | 2021 Department Entry |
|-------------------------------------------------|----------------------------------------------------------------|---------------------|---------------------|-----------------------|
| <b>Department: 344 - Community Events</b>       |                                                                |                     |                     |                       |
| <b>5100 - Personnel Services</b>                |                                                                |                     |                     |                       |
| 5102                                            | Wages-Staff                                                    | 65,107.0000         | 65,107.0000         | 63,732.0000           |
| 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                                              | 9,815.0000          | 9,815.0000          | 9,623.0000            |
| 5161                                            | Group Insurance                                                | 20,748.0000         | 20,748.0000         | 21,070.0000           |
| 5166                                            | Medicare                                                       | 1,017.0000          | 1,017.0000          | 997.0000              |
|                                                 | <b>Account Classification Total: 5100 - Personnel Services</b> | <b>\$105,687.00</b> | <b>\$105,687.00</b> | <b>\$104,422.00</b>   |
| <b>5200 - Supplies</b>                          |                                                                |                     |                     |                       |
| 5201                                            | Office Supplies                                                | 300.0000            | 300.0000            | 300.0000              |
| 5203                                            | Computer Supplies                                              | 0.0000              | 0.0000              | 2,000.0000            |
| 5215                                            | Recreational Supplies                                          | 16,809.0000         | 17,197.6000         | 24,000.0000           |
| 5251                                            | MV Gas and Oil                                                 | 0.0000              | 0.0000              | 6,000.0000            |
|                                                 | <b>Account Classification Total: 5200 - Supplies</b>           | <b>\$17,109.00</b>  | <b>\$17,497.60</b>  | <b>\$32,300.00</b>    |
| <b>5300 - Services</b>                          |                                                                |                     |                     |                       |
| 5303                                            | Community Events                                               | 500.0000            | 500.0000            | 0.0000                |
| 5311                                            | Utilities                                                      | 1,200.0000          | 1,288.6300          | 1,400.0000            |
| 5321                                            | Professional Training                                          | 0.0000              | 0.0000              | 831.0000              |
| 5322                                            | Conference/Reimb                                               | 950.0000            | 950.0000            | 1,970.0000            |
| 5324                                            | Professional Association Dues                                  | 215.0000            | 215.0000            | 1,154.0000            |
| 5339                                            | Misc Contract Services                                         | 169,500.0000        | 172,012.0000        | 240,000.0000          |
| 5395                                            | Printing/Advertising                                           | 16,000.0000         | 16,000.0000         | 28,600.0000           |
| 5399                                            | Other Miscellaneous Services                                   | 10,000.0000         | 10,000.0000         | 10,000.0000           |
|                                                 | <b>Account Classification Total: 5300 - Services</b>           | <b>\$198,365.00</b> | <b>\$200,965.63</b> | <b>\$285,955.00</b>   |
| <b>Department Total: 344 - Community Events</b> |                                                                | <b>\$321,161.00</b> | <b>\$324,150.23</b> | <b>\$420,677.00</b>   |

| Account Number                              | Account Description                                           | 2020 Adopted Budget   | 2021 Anticipated Budget | 2021 Department Entry |
|---------------------------------------------|---------------------------------------------------------------|-----------------------|-------------------------|-----------------------|
| <b>Department: 448 - Service Department</b> |                                                               |                       |                         |                       |
| <i>5100 - Personal Services</i>             |                                                               |                       |                         |                       |
| 5101                                        | Salary-Elected Officials/Director                             | 95,000.0000           | 95,000.0000             | 98,793.0000           |
| 5102                                        | Wages Staff                                                   | 356,125.0000          | 356,125.0000            | 371,227.0000          |
| 5105                                        | Overtime                                                      | 7,000.0000            | 7,000.0000              | 7,000.0000            |
| 5106                                        | Longevity                                                     | 2,600.0000            | 2,600.0000              | 2,600.0000            |
| 5109                                        | HSA Employer Funding                                          | 30,000.0000           | 30,000.0000             | 30,000.0000           |
| 5151                                        | PERS Contribution                                             | 64,501.0000           | 64,501.0000             | 67,147.0000           |
| 5161                                        | Group Insurance                                               | 154,536.0000          | 154,536.0000            | 156,595.0000          |
| 5166                                        | Medicare                                                      | 6,681.0000            | 6,681.0000              | 6,954.0000            |
|                                             | <i>Account Classification Total: 5100 - Personal Services</i> | <i>\$716,443.00</i>   | <i>\$716,443.00</i>     | <i>\$740,316.00</i>   |
| <i>5200 - Supplies</i>                      |                                                               |                       |                         |                       |
| 5201                                        | Office Supplies                                               | 1,500.0000            | 2,084.5700              | 2,000.0000            |
| 5203                                        | Computer Supplies                                             | 1,000.0000            | 1,000.0000              | 1,000.0000            |
| 5213                                        | Repair and Maintenance Supplies                               | 20,945.0100           | 20,945.0100             | 20,000.0000           |
| 5251                                        | MV Gas and Oil                                                | 1,700.0000            | 1,754.7400              | 1,800.0000            |
|                                             | <i>Account Classification Total: 5200 - Supplies</i>          | <i>\$24,200.00</i>    | <i>\$25,784.32</i>      | <i>\$24,800.00</i>    |
| <i>5300 - Services</i>                      |                                                               |                       |                         |                       |
| 5301                                        | Boards/Commissions                                            | 250.0000              | 250.0000                | 250.0000              |
| 5302                                        | Street Lighting                                               | 235,000.0000          | 252,507.5100            | 252,000.0000          |
| 5303                                        | Community Events                                              | 40,000.0000           | 40,000.0000             | 40,000.0000           |
| 5321                                        | Professional Training                                         | 500.0000              | 500.0000                | 500.0000              |
| 5322                                        | Conference/Reimb                                              | 1,000.0000            | 1,000.0000              | 1,000.0000            |
| 5323                                        | Publications                                                  | 100.0000              | 100.0000                | 100.0000              |
| 5324                                        | Professional Association Dues                                 | 250.0000              | 250.0000                | 250.0000              |
| 5325                                        | Educational Assistance                                        | 500.0000              | 500.0000                | 500.0000              |
| 5331                                        | Engineering/Architecture                                      | 100,000.0000          | 168,656.7000            | 130,000.0000          |
| 5339                                        | Misc Contract Services                                        | 92,000.0000           | 139,004.9400            | 120,000.0000          |
| 5362                                        | Equipment Maintenance                                         | 4,500.0000            | 4,500.0000              | 4,500.0000            |
| 5367                                        | Streetscape Maintenance                                       | 1,000.0000            | 1,200.0000              | 50,000.0000           |
| 5374                                        | Emergency Management Services                                 | 45,000.0000           | 45,000.0000             | 45,000.0000           |
| 5391                                        | Postage                                                       | 250.0000              | 250.0000                | 250.0000              |
| 5395                                        | Printing/Advertising                                          | 1,500.0000            | 2,000.0000              | 1,500.0000            |
| 5396                                        | Uniform Cleaning/Repairs                                      | 0.0000                | 0.0000                  | 300.0000              |
| 5397                                        | Uniform Rental                                                | 2,500.0000            | 2,695.4800              | 2,500.0000            |
| 5398                                        | Tree/Grass Service                                            | 31,000.0000           | 31,155.0000             | 31,000.0000           |
| 5399                                        | Other Miscellaneous Services                                  | 1,300.0000            | 1,300.0000              | 1,300.0000            |
|                                             | <i>Account Classification Total: 5300 - Services</i>          | <i>\$556,650.00</i>   | <i>\$691,269.63</i>     | <i>\$680,950.00</i>   |
| <i>5600 - Capital Purchases</i>             |                                                               |                       |                         |                       |
| 5631                                        | Furniture and Fixtures                                        | 0.0000                | 0.0000                  | 5,000.0000            |
|                                             | <i>Account Classification Total: 5600 - Capital Purchases</i> | <i>\$0.00</i>         | <i>\$0.00</i>           | <i>\$5,000.00</i>     |
|                                             | <b>Department Total: 448 - Service Department</b>             | <b>\$1,297,293.00</b> | <b>\$1,433,496.95</b>   | <b>\$1,451,066.00</b> |

| Account Number                                     | Account Description                                           | 2020 Adopted Budget | 2021 Amendment Budget | 2021 Department Entry |
|----------------------------------------------------|---------------------------------------------------------------|---------------------|-----------------------|-----------------------|
| <b>Department: 479 - Building Department</b>       |                                                               |                     |                       |                       |
| <i>5100 - Personal Services</i>                    |                                                               |                     |                       |                       |
| 5102                                               | Wages-Staff                                                   | 302,440.0000        | 302,440.0000          | 410,469.0000          |
| 5106                                               | Longevity                                                     | 650.0000            | 650.0000              | 650.0000              |
| 5109                                               | HSA Employer Funding                                          | 22,000.0000         | 22,000.0000           | 26,000.0000           |
| 5151                                               | PERS Contribution                                             | 42,433.0000         | 42,433.0000           | 57,557.0000           |
| 5161                                               | Group Insurance                                               | 112,631.0000        | 112,631.0000          | 135,188.0000          |
| 5166                                               | Medicare                                                      | 4,395.0000          | 4,395.0000            | 5,961.0000            |
|                                                    | <i>Account Classification Total: 5100 - Personal Services</i> | <i>\$484,549.00</i> | <i>\$484,549.00</i>   | <i>\$635,825.00</i>   |
| <i>5200 - Supplies</i>                             |                                                               |                     |                       |                       |
| 5201                                               | Office Supplies                                               | 2,000.0000          | 2,046.9000            | 2,500.0000            |
| 5241                                               | Uniforms-Purchased                                            | 3,500.0000          | 3,500.0000            | 3,500.0000            |
| 5251                                               | MV Gas and Oil                                                | 5,000.0000          | 5,188.8200            | 4,000.0000            |
|                                                    | <i>Account Classification Total: 5200 - Supplies</i>          | <i>\$10,500.00</i>  | <i>\$10,735.72</i>    | <i>\$10,000.00</i>    |
| <i>5300 - Services</i>                             |                                                               |                     |                       |                       |
| 5311                                               | Utilities                                                     | 6,500.0000          | 6,714.4000            | 5,500.0000            |
| 5321                                               | Professional Training                                         | 2,500.0000          | 2,500.0000            | 2,500.0000            |
| 5322                                               | Conference/Reimb                                              | 1,500.0000          | 1,500.0000            | 1,500.0000            |
| 5323                                               | Publications                                                  | 500.0000            | 500.0000              | 500.0000              |
| 5324                                               | Professional Association Dues                                 | 1,000.0000          | 1,000.0000            | 1,000.0000            |
| 5325                                               | Educational Assistance                                        | 3,000.0000          | 3,613.7900            | 3,600.0000            |
| 5331                                               | Engineering/Architecture                                      | 1,500.0000          | 1,500.0000            | 2,000.0000            |
| 5339                                               | Misc Contract Services                                        | 20,000.0000         | 41,735.5000           | 55,000.0000           |
| 5362                                               | Equipment Maintenance                                         | 5,000.0000          | 7,326.0500            | 7,000.0000            |
| 5366                                               | Computer Maintenance                                          | 2,000.0000          | 2,000.0000            | 2,000.0000            |
| 5376                                               | County Health Services                                        | 35,000.0000         | 65,288.0000           | 40,000.0000           |
| 5391                                               | Postage                                                       | 1,000.0000          | 1,500.0000            | 2,500.0000            |
| 5395                                               | Printing/Advertising                                          | 2,000.0000          | 3,500.0000            | 3,500.0000            |
| 5399                                               | Other Miscellaneous Services                                  | 500.0000            | 500.0000              | 500.0000              |
|                                                    | <i>Account Classification Total: 5300 - Services</i>          | <i>\$82,000.00</i>  | <i>\$139,177.74</i>   | <i>\$127,100.00</i>   |
| <b>Department Total: 479 - Building Department</b> |                                                               | <b>\$577,049.00</b> | <b>\$634,462.46</b>   | <b>\$772,925.00</b>   |

| Account Number                                         |  | Account Description               | 2020 Adopted Budget | 2020 Amended Budget | 2021 Department Entry |
|--------------------------------------------------------|--|-----------------------------------|---------------------|---------------------|-----------------------|
| Department: 522 - Mayor                                |  |                                   |                     |                     |                       |
| 5100 - Personal Services                               |  |                                   |                     |                     |                       |
| 5101                                                   |  | Salary-Elected Officials/Director | 97,803.0000         | 97,803.0000         | 97,802.0000           |
| 5102                                                   |  | Wages-Staff                       | 55,080.0000         | 55,080.0000         | 57,096.0000           |
| 5104                                                   |  | Wages-Part-time                   |                     |                     | 7,000.0000            |
| 5109                                                   |  | HSA Employer Funding              | 6,000.0000          | 6,000.0000          | 6,000.0000            |
| 5151                                                   |  | PERS Contribution                 | 21,403.0000         | 21,403.0000         | 22,666.0000           |
| 5161                                                   |  | Group Insurance                   | 29,556.0000         | 29,556.0000         | 29,868.0000           |
| 5166                                                   |  | Medicare                          | 2,217.0000          | 2,217.0000          | 2,348.0000            |
| Account Classification Total: 5100 - Personal Services |  |                                   | \$212,059.00        | \$212,059.00        | \$222,760.00          |
| 5200 - Supplies                                        |  |                                   |                     |                     |                       |
| 5201                                                   |  | Office Supplies                   | 750.0000            | 750.0000            | 800.0000              |
| 5203                                                   |  | Computer Supplies                 | 250.0000            | 250.0000            | 250.0000              |
| Account Classification Total: 5200 - Supplies          |  |                                   | \$1,000.00          | \$1,000.00          | \$1,050.00            |
| 5300 - Services                                        |  |                                   |                     |                     |                       |
| 5311                                                   |  | Utilities                         | 800.0000            | 867.2000            | 800.0000              |
| 5322                                                   |  | Conference/Reimb                  | 1,000.0000          | 1,000.0000          | 1,000.0000            |
| 5324                                                   |  | Professional Association Dues     | 1,000.0000          | 1,000.0000          | 1,750.0000            |
| 5332                                                   |  | Legal Services                    | 30,000.0000         | 30,050.0000         | 30,000.0000           |
| 5339                                                   |  | Misc Contract Services            | 6,000.0000          | 6,000.0000          | 6,000.0000            |
| 5391                                                   |  | Postage                           | 500.0000            | 500.0000            | 500.0000              |
| 5399                                                   |  | Other Miscellaneous Services      | 1,500.0000          | 1,500.0000          | 1,500.0000            |
| Account Classification Total: 5300 - Services          |  |                                   | \$40,800.00         | \$40,917.20         | \$41,550.00           |
| Department Total: 522 - Mayor                          |  |                                   | \$253,859.00        | \$253,976.20        | \$265,360.00          |

| Account Number                                          | Account Description                                           | 2020 Adopted Budget | 2020 Amended Budget | 2021 Department Entry |
|---------------------------------------------------------|---------------------------------------------------------------|---------------------|---------------------|-----------------------|
| <b>Department: 534 - Civil Service Commission</b>       |                                                               |                     |                     |                       |
| <b>5100 - Personal Services</b>                         |                                                               |                     |                     |                       |
| 5104                                                    | Wages-Part time                                               | 57,521.0000         | 57,521.0000         | 59,384.0000           |
| 5151                                                    | PERS Contribution                                             | 8,053.0000          | 8,053.0000          | 8,314.0000            |
| 5166                                                    | Medicare                                                      | 834.0000            | 834.0000            | 861.0000              |
|                                                         | <b>Account Classification Total: 5100 - Personal Services</b> | <b>\$66,408.00</b>  | <b>\$66,408.00</b>  | <b>\$68,559.00</b>    |
| <b>5200 - Supplies</b>                                  |                                                               |                     |                     |                       |
| 5201                                                    | Office Supplies                                               | 700.0000            | 879.1000            | 700.0000              |
| 5203                                                    | Computer Supplies                                             | 1,000.0000          | 1,000.0000          | 1,000.0000            |
| 5259                                                    | Operating Materials and Supplies                              | 1,300.0000          | 1,300.0000          | 1,300.0000            |
|                                                         | <b>Account Classification Total: 5200 - Supplies</b>          | <b>\$3,000.00</b>   | <b>\$3,179.10</b>   | <b>\$3,000.00</b>     |
| <b>5300 - Services</b>                                  |                                                               |                     |                     |                       |
| 5321                                                    | Professional Training                                         | 600.0000            | 600.0000            | 600.0000              |
| 5322                                                    | Conference/Reimb                                              | 700.0000            | 700.0000            | 0.0000                |
| 5332                                                    | Legal Services                                                | 4,000.0000          | 5,000.0000          | 7,000.0000            |
| 5336                                                    | Medical Services/Physical Exams                               | 15,000.0000         | 15,000.0000         | 12,000.0000           |
| 5339                                                    | Misc Contract Services                                        | 10,000.0000         | 10,000.0000         | 12,000.0000           |
| 5391                                                    | Postage                                                       | 200.0000            | 200.0000            | 200.0000              |
| 5395                                                    | Printing/Advertising                                          | 5,000.0000          | 5,000.0000          | 5,000.0000            |
| 5399                                                    | Other Miscellaneous Services                                  | 500.0000            | 500.0000            | 0.0000                |
|                                                         | <b>Account Classification Total: 5300 - Services</b>          | <b>\$36,000.00</b>  | <b>\$37,000.00</b>  | <b>\$36,800.00</b>    |
| <b>5600 - Capital Purchases</b>                         |                                                               |                     |                     |                       |
| 5631                                                    | Furniture and Fixtures                                        | 0.0000              | 0.0000              | 500.0000              |
|                                                         | <b>Account Classification Total: 5600 - Capital Purchases</b> | <b>\$0.00</b>       | <b>\$0.00</b>       | <b>\$500.00</b>       |
| <b>Department Total: 534 - Civil Service Commission</b> |                                                               | <b>\$105,408.00</b> | <b>\$106,587.10</b> | <b>\$108,859.00</b>   |



| Account Number                        | Account Description                                            | 2020 Adopted Budget | 2020 Amended Budget | 2021 Department Entry |
|---------------------------------------|----------------------------------------------------------------|---------------------|---------------------|-----------------------|
| <b>Department: 545 - City Auditor</b> |                                                                |                     |                     |                       |
| <b>5100 - Personnel Services</b>      |                                                                |                     |                     |                       |
| 5101                                  | Salary-Elected Officials/Director                              | 90,769.0000         | 90,769.0000         | 90,769.0000           |
| 5102                                  | Wages-Staff                                                    | 173,531.0000        | 173,531.0000        | 163,172.0000          |
| 5104                                  | Wages-Part time                                                | 45,489.0000         | 45,489.0000         | 45,665.0000           |
| 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                                              | 42,684.0000         | 42,684.0000         | 41,259.0000           |
| 5161                                  | Group Insurance                                                | 23,250.0000         | 23,250.0000         | 23,519.0000           |
| 5166                                  | Medicare                                                       | 4,229.0000          | 4,229.0000          | 4,278.0000            |
|                                       | <i>Account Classification Total: 5100 - Personnel Services</i> | <b>\$386,552.00</b> | <b>\$386,552.00</b> | <b>\$375,262.00</b>   |
| <b>5200 - Supplies</b>                |                                                                |                     |                     |                       |
| 5201                                  | Office Supplies                                                | 2,500.0000          | 2,500.0000          | 2,500.0000            |
| 5203                                  | Computer Supplies                                              | 3,000.0000          | 3,000.0000          | 4,000.0000            |
|                                       | <i>Account Classification Total: 5200 - Supplies</i>           | <b>\$5,500.00</b>   | <b>\$5,500.00</b>   | <b>\$6,500.00</b>     |
| <b>5300 - Services</b>                |                                                                |                     |                     |                       |
| 5321                                  | Professional Training                                          | 2,500.0000          | 2,500.0000          | 4,500.0000            |
| 5322                                  | Conference/Reimb                                               | 4,300.0000          | 4,300.0000          | 5,600.0000            |
| 5324                                  | Professional Association Dues                                  | 1,300.0000          | 1,300.0000          | 1,300.0000            |
| 5333                                  | Outside Professional Services                                  | 47,750.0000         | 47,750.0000         | 47,000.0000           |
| 5339                                  | Misc Contract Services                                         | 26,300.0000         | 26,300.0000         | 28,500.0000           |
| 5362                                  | Equipment Maintenance                                          | 1,500.0000          | 1,500.0000          | 1,700.0000            |
| 5366                                  | Computer Maintenance                                           | 1,800.0000          | 1,800.0000          | 1,800.0000            |
| 5391                                  | Postage                                                        | 2,040.0000          | 2,040.0000          | 2,160.0000            |
| 5395                                  | Printing/Advertising                                           | 2,000.0000          | 2,118.0500          | 2,000.0000            |
| 5399                                  | Other Miscellaneous Services                                   | 12,000.0000         | 12,175.0000         | 12,000.0000           |
|                                       | <i>Account Classification Total: 5300 - Services</i>           | <b>\$101,490.00</b> | <b>\$101,763.05</b> | <b>\$106,560.00</b>   |
|                                       | <b>Department Total: 545 - City Auditor</b>                    | <b>\$493,542.00</b> | <b>\$493,835.05</b> | <b>\$488,322.00</b>   |



| Account Number                               | Account Description                                           | 2020 Adopted Budget | 2020 Amended Budget | 2021 Department Entry |
|----------------------------------------------|---------------------------------------------------------------|---------------------|---------------------|-----------------------|
| <b>Department: 554 - City Attorney</b>       |                                                               |                     |                     |                       |
| <i>5100 - Personal Services</i>              |                                                               |                     |                     |                       |
| 5101                                         | Salary-Elected Officials/Director                             | 97,802.0000         | 97,802.0000         | 100,302.0000          |
| 5102                                         | Wages-Staff                                                   | 205,625.0000        | 205,625.0000        | 257,089.0000          |
| 5104                                         | Wages-Part time                                               | 93,236.0000         | 93,236.0000         | 67,599.0000           |
| 5109                                         | HSA Employer Funding                                          | 18,000.0000         | 18,000.0000         | 16,000.0000           |
| 5151                                         | PERS Contribution                                             | 55,533.0000         | 55,533.0000         | 59,149.0000           |
| 5161                                         | Group Insurance                                               | 92,052.0000         | 92,052.0000         | 81,556.0000           |
| 5166                                         | Medicare                                                      | 5,752.0000          | 5,752.0000          | 6,162.0000            |
|                                              | <i>Account Classification Total: 5100 - Personal Services</i> | <i>\$568,000.00</i> | <i>\$568,000.00</i> | <i>\$587,857.00</i>   |
| <i>5200 - Supplies</i>                       |                                                               |                     |                     |                       |
| 5201                                         | Office Supplies                                               | 4,500.0000          | 4,578.2600          | 4,750.0000            |
| 5203                                         | Computer Supplies                                             | 400.0000            | 400.0000            | 400.0000              |
| 5205                                         | Small Tools/Minor Equipment                                   | 1,000.0000          | 1,000.0000          | 500.0000              |
|                                              | <i>Account Classification Total: 5200 - Supplies</i>          | <i>\$5,900.00</i>   | <i>\$5,978.26</i>   | <i>\$5,650.00</i>     |
| <i>5300 - Services</i>                       |                                                               |                     |                     |                       |
| 5321                                         | Professional Training                                         | 2,500.0000          | 2,500.0000          | 2,500.0000            |
| 5322                                         | Conference/Reimb                                              | 250.0000            | 250.0000            | 250.0000              |
| 5323                                         | Publications                                                  | 9,200.0000          | 9,619.8300          | 7,200.0000            |
| 5324                                         | Professional Association Dues                                 | 2,500.0000          | 2,500.0000          | 3,200.0000            |
| 5332                                         | Legal Services                                                | 40,000.0000         | 48,430.7000         | 40,000.0000           |
| 5333                                         | Outside Professional Services                                 | 14,504.0000         | 14,504.0000         | 9,500.0000            |
| 5337                                         | Public Defender                                               | 5,459.0000          | 6,278.0000          | 5,459.0000            |
| 5339                                         | Misc Contract Services                                        | 14,100.0000         | 16,100.0000         | 14,100.0000           |
| 5341                                         | Court Costs and Fees                                          | 750.0000            | 750.0000            | 500.0000              |
| 5366                                         | Computer Maintenance                                          | 250.0000            | 250.0000            | 250.0000              |
| 5391                                         | Postage                                                       | 500.0000            | 500.0000            | 500.0000              |
| 5399                                         | Other Miscellaneous Services                                  | 3,000.0000          | 3,000.0000          | 3,000.0000            |
|                                              | <i>Account Classification Total: 5300 - Services</i>          | <i>\$93,013.00</i>  | <i>\$104,682.53</i> | <i>\$86,459.00</i>    |
| <b>Department Total: 554 - City Attorney</b> |                                                               | <b>\$666,913.00</b> | <b>\$678,660.79</b> | <b>\$679,966.00</b>   |

| Account Number                                                | Account Description               | 2020 Adopted Budget | 2021 Amended Budget | 2021 Department Entry |
|---------------------------------------------------------------|-----------------------------------|---------------------|---------------------|-----------------------|
| <b>Department: 571 - City Council</b>                         |                                   |                     |                     |                       |
| <b>5100 - Personal Services</b>                               |                                   |                     |                     |                       |
| 5101                                                          | Salary-Elected Officials/Director | 63,842.0000         | 63,842.0000         | 63,842.0000           |
| 5102                                                          | Wages-Staff                       | 69,992.0000         | 69,992.0000         | 70,110.0000           |
| 5104                                                          | Wages-Part time                   | 26,470.0000         | 26,470.0000         | 26,905.0000           |
| 5109                                                          | HSA Employer Funding              | 2,000.0000          | 2,000.0000          | 2,000.0000            |
| 5151                                                          | PERS Contribution                 | 22,443.0000         | 22,443.0000         | 22,520.0000           |
| 5161                                                          | Group Insurance                   | 8,958.0000          | 8,958.0000          | 9,068.0000            |
| 5166                                                          | Medicare                          | 2,324.0000          | 2,324.0000          | 2,332.0000            |
| <i>Account Classification Total: 5100 - Personal Services</i> |                                   | <b>\$196,029.00</b> | <b>\$196,029.00</b> | <b>\$196,777.00</b>   |
| <b>5200 - Supplies</b>                                        |                                   |                     |                     |                       |
| 5201                                                          | Office Supplies                   | 1,500.0000          | 1,500.0000          | 1,800.0000            |
| 5203                                                          | Computer Supplies                 | 500.0000            | 500.0000            | 500.0000              |
| <i>Account Classification Total: 5200 - Supplies</i>          |                                   | <b>\$2,000.00</b>   | <b>\$2,000.00</b>   | <b>\$2,300.00</b>     |
| <b>5300 - Services</b>                                        |                                   |                     |                     |                       |
| 5321                                                          | Professional Training             | 2,500.0000          | 2,500.0000          | 2,000.0000            |
| 5322                                                          | Conference/Reimb                  | 3,500.0000          | 3,500.0000          | 3,500.0000            |
| 5323                                                          | Publications                      | 100.0000            | 100.0000            | 100.0000              |
| 5324                                                          | Professional Association Dues     | 500.0000            | 500.0000            | 500.0000              |
| 5339                                                          | Misc Contract Services            | 40,000.0000         | 40,000.0000         | 40,000.0000           |
| 5391                                                          | Postage                           | 250.0000            | 250.0000            | 250.0000              |
| 5395                                                          | Printing/Advertising              | 3,000.0000          | 3,000.0000          | 3,000.0000            |
| 5399                                                          | Other Miscellaneous Services      | 6,000.0000          | 6,000.0000          | 6,500.0000            |
| <i>Account Classification Total: 5300 - Services</i>          |                                   | <b>\$55,850.00</b>  | <b>\$55,850.00</b>  | <b>\$55,850.00</b>    |
| <b>Department Total: 571 - City Council</b>                   |                                   | <b>\$253,879.00</b> | <b>\$253,879.00</b> | <b>\$254,927.00</b>   |

| Account Number                                        | Account Description                                           | 2020 Adopted Budget | 2021 Amended Budget | 2021 Department Entry |
|-------------------------------------------------------|---------------------------------------------------------------|---------------------|---------------------|-----------------------|
| <b>Department: 580 - Development Department</b>       |                                                               |                     |                     |                       |
| <i>5100 - Personal Services</i>                       |                                                               |                     |                     |                       |
| 5101                                                  | Salary-Elected Officials/Director                             | 95,755.0000         | 95,755.0000         | 95,895.0000           |
| 5102                                                  | Wages-Staff                                                   | 125,227.0000        | 128,453.0000        | 131,553.0000          |
| 5104                                                  | Wages-Part time                                               | 0.0000              | 0.0000              | 7,000.0000            |
| 5109                                                  | HSA Employer Funding                                          | 10,000.0000         | 10,000.0000         | 10,000.0000           |
| 5151                                                  | PERS Contribution                                             | 30,938.0000         | 31,390.0000         | 32,823.0000           |
| 5161                                                  | Group Insurance                                               | 50,391.0000         | 50,541.0000         | 51,049.0000           |
| 5166                                                  | Medicare                                                      | 3,204.0000          | 3,251.0000          | 3,399.0000            |
|                                                       | <b>Account Classification Total: 5100 - Personal Services</b> | <b>\$315,515.00</b> | <b>\$319,390.00</b> | <b>\$331,719.00</b>   |
| <i>5200 - Supplies</i>                                |                                                               |                     |                     |                       |
| 5201                                                  | Office Supplies                                               | 3,000.0000          | 3,008.5900          | 3,000.0000            |
| 5203                                                  | Computer Supplies                                             | 250.0000            | 250.0000            | 250.0000              |
|                                                       | <b>Account Classification Total: 5200 - Supplies</b>          | <b>\$3,250.00</b>   | <b>\$3,258.59</b>   | <b>\$3,250.00</b>     |
| <i>5300 - Services</i>                                |                                                               |                     |                     |                       |
| 5301                                                  | Boards/Commissions                                            | 2,000.0000          | 2,000.0000          | 2,000.0000            |
| 5311                                                  | Utilities                                                     | 2,000.0000          | 2,102.4600          | 2,200.0000            |
| 5321                                                  | Professional Training                                         | 1,000.0000          | 1,000.0000          | 2,000.0000            |
| 5322                                                  | Conference/Reimb                                              | 5,000.0000          | 5,000.0000          | 5,000.0000            |
| 5323                                                  | Publications                                                  | 500.0000            | 500.0000            | 2,000.0000            |
| 5324                                                  | Professional Association Dues                                 | 3,000.0000          | 3,000.0000          | 3,000.0000            |
| 5325                                                  | Educational Assistance                                        | 3,000.0000          | 3,000.0000          | 3,000.0000            |
| 5331                                                  | Engineering/Architecture                                      | 30,000.0000         | 35,979.0800         | 35,000.0000           |
| 5332                                                  | Legal Services                                                | 15,000.0000         | 16,028.5500         | 20,000.0000           |
| 5339                                                  | Misc Contract Services                                        | 80,000.0000         | 137,273.5400        | 80,000.0000           |
| 5391                                                  | Postage                                                       | 500.0000            | 500.0000            | 500.0000              |
| 5395                                                  | Printing/Advertising                                          | 5,000.0000          | 5,183.0000          | 5,000.0000            |
| 5399                                                  | Other Miscellaneous Services                                  | 1,000.0000          | 1,000.0000          | 1,000.0000            |
|                                                       | <b>Account Classification Total: 5300 - Services</b>          | <b>\$148,000.00</b> | <b>\$212,566.63</b> | <b>\$160,700.00</b>   |
| <b>Department Total: 580 - Development Department</b> |                                                               | <b>\$466,765.00</b> | <b>\$535,215.22</b> | <b>\$495,669.00</b>   |

| Account Number                                            | Account Description                                           | 2020 Adopted Budget | 2020 Amended Budget | 2021 Department Entry |
|-----------------------------------------------------------|---------------------------------------------------------------|---------------------|---------------------|-----------------------|
| <b>Department: 582 - Human Resources Department</b>       |                                                               |                     |                     |                       |
| <i>5100 - Personal Services</i>                           |                                                               |                     |                     |                       |
| 5101                                                      | Salary-Elected Officials/Director                             | 91,818.0000         | 91,818.0000         | 91,957.0000           |
| 5106                                                      | Longevity                                                     | 550.0000            | 550.0000            | 550.0000              |
| 5109                                                      | HSA Employer Funding                                          | 2,000.0000          | 2,000.0000          | 2,000.0000            |
| 5151                                                      | PERS Contribution                                             | 12,932.0000         | 12,932.0000         | 12,951.0000           |
| 5161                                                      | Group Insurance                                               | 8,850.0000          | 8,850.0000          | 8,960.0000            |
| 5166                                                      | Medicare                                                      | 1,339.0000          | 1,339.0000          | 1,341.0000            |
|                                                           | <i>Account Classification Total: 5100 - Personal Services</i> | <i>\$117,489.00</i> | <i>\$117,489.00</i> | <i>\$117,759.00</i>   |
| <i>5200 - Supplies</i>                                    |                                                               |                     |                     |                       |
| 5201                                                      | Office Supplies                                               | 1,000.0000          | 1,133.0100          | 750.0000              |
| 5203                                                      | Computer Supplies                                             | 875.0000            | 875.0000            | 750.0000              |
| 5208                                                      | OSHA Supplies                                                 | 16,000.0000         | 17,251.9700         | 18,000.0000           |
|                                                           | <i>Account Classification Total: 5200 - Supplies</i>          | <i>\$17,875.00</i>  | <i>\$19,259.98</i>  | <i>\$19,500.00</i>    |
| <i>5300 - Services</i>                                    |                                                               |                     |                     |                       |
| 5321                                                      | Professional Training                                         | 1,000.0000          | 1,000.0000          | 0.0000                |
| 5323                                                      | Publications                                                  | 750.0000            | 750.0000            | 800.0000              |
| 5324                                                      | Professional Association Dues                                 | 600.0000            | 600.0000            | 600.0000              |
| 5336                                                      | Medical Services/Physical Exams                               | 4,000.0000          | 4,064.5600          | 4,000.0000            |
| 5339                                                      | Misc Contract Services                                        | 6,000.0000          | 6,000.0000          | 6,000.0000            |
| 5391                                                      | Postage                                                       | 200.0000            | 200.0000            | 200.0000              |
| 5399                                                      | Other Miscellaneous Services                                  | 24,000.0000         | 25,829.8200         | 30,000.0000           |
|                                                           | <i>Account Classification Total: 5300 - Services</i>          | <i>\$36,550.00</i>  | <i>\$38,444.48</i>  | <i>\$41,600.00</i>    |
| <b>Department Total: 582 - Human Resources Department</b> |                                                               | <b>\$171,914.00</b> | <b>\$175,193.46</b> | <b>\$178,859.00</b>   |

| Account Number                               | Account Description                                           | 2020 Adopted Budget | 2021 Amendment      | 2021 Department Entry |
|----------------------------------------------|---------------------------------------------------------------|---------------------|---------------------|-----------------------|
| <b>Department: 584 - Computer Department</b> |                                                               |                     |                     |                       |
| <i>5200 - Supplies</i>                       |                                                               |                     |                     |                       |
| 5201                                         | Office Supplies                                               | 250,000             | 250,000             | 250,000               |
| 5203                                         | Computer Supplies                                             | 12,750,000          | 13,522,560          | 12,750,000            |
|                                              | <i>Account Classification Total: 5200 - Supplies</i>          | <i>\$13,000.00</i>  | <i>\$13,772.56</i>  | <i>\$13,000.00</i>    |
| <i>5300 - Services</i>                       |                                                               |                     |                     |                       |
| 5311                                         | Utilities                                                     | 800,000             | 800,000             | 0.0000                |
| 5339                                         | Misc Contract Services                                        | 161,000,000         | 171,400,000         | 186,000,000           |
| 5366                                         | Computer Maintenance                                          | 270,620,000         | 327,341,530         | 273,354,000           |
|                                              | <i>Account Classification Total: 5300 - Services</i>          | <i>\$432,420.00</i> | <i>\$499,541.53</i> | <i>\$459,354.00</i>   |
| <i>5600 - Capital Purchases</i>              |                                                               |                     |                     |                       |
| 5639                                         | Other Equipment                                               | 104,750,000         | 133,573,750         | 164,600,000           |
|                                              | <i>Account Classification Total: 5600 - Capital Purchases</i> | <i>\$104,750.00</i> | <i>\$133,573.75</i> | <i>\$164,600.00</i>   |
|                                              | <b>Department Total: 584 - Computer Department</b>            | <b>\$550,170.00</b> | <b>\$646,887.84</b> | <b>\$636,954.00</b>   |

| Account Number                           | Account Description                                           | 2020 Adopted Budget | 2021 Amended Budget | 2021 Department Entry |
|------------------------------------------|---------------------------------------------------------------|---------------------|---------------------|-----------------------|
| <b>Department: 593 - Clerk of Courts</b> |                                                               |                     |                     |                       |
| <i>5100 - Personal Services</i>          |                                                               |                     |                     |                       |
| 5101                                     | Salary-Elected Officials/Director                             | 80,390.0000         | 80,390.0000         | 79,755.0000           |
| 5102                                     | Wages-Staff                                                   | 141,380.0000        | 141,380.0000        | 100,593.0000          |
| 5104                                     | Wages-Part time                                               | 30,991.0000         | 30,991.0000         | 32,833.0000           |
| 5106                                     | Longevity                                                     | 600.0000            | 600.0000            | 600.0000              |
| 5109                                     | HSA Employer Funding                                          | 12,000.0000         | 12,000.0000         | 8,000.0000            |
| 5151                                     | PERS Contribution                                             | 34,770.0000         | 34,770.0000         | 29,229.0000           |
| 5161                                     | Group Insurance                                               | 62,956.0000         | 62,956.0000         | 42,402.0000           |
| 5166                                     | Medicare                                                      | 3,674.0000          | 3,674.0000          | 3,100.0000            |
|                                          | <i>Account Classification Total: 5100 - Personal Services</i> | <i>\$366,761.00</i> | <i>\$366,761.00</i> | <i>\$296,512.00</i>   |
| <i>5200 - Supplies</i>                   |                                                               |                     |                     |                       |
| 5201                                     | Office Supplies                                               | 2,500.0000          | 2,568.3900          | 2,500.0000            |
| 5203                                     | Computer Supplies                                             | 2,000.0000          | 2,000.0000          | 2,000.0000            |
|                                          | <i>Account Classification Total: 5200 - Supplies</i>          | <i>\$4,500.00</i>   | <i>\$4,568.39</i>   | <i>\$4,500.00</i>     |
| <i>5300 - Services</i>                   |                                                               |                     |                     |                       |
| 5321                                     | Professional Training                                         | 500.0000            | 500.0000            | 800.0000              |
| 5322                                     | Conference/Reimb                                              | 250.0000            | 250.0000            | 250.0000              |
| 5323                                     | Publications                                                  | 450.0000            | 450.0000            | 500.0000              |
| 5324                                     | Professional Association Dues                                 | 350.0000            | 350.0000            | 500.0000              |
| 5332                                     | Legal Services                                                | 63,000.0000         | 70,000.0000         | 70,000.0000           |
| 5339                                     | Misc Contract Services                                        | 1,500.0000          | 1,681.4800          | 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                                               | 25,000.0000         | 25,000.0000         | 25,000.0000           |
| 5391                                     | Postage                                                       | 1,800.0000          | 1,800.0000          | 2,000.0000            |
| 5393                                     | L.E.A.D.S Terminal                                            | 600.0000            | 600.0000            | 600.0000              |
| 5399                                     | Other Miscellaneous Services                                  | 2,490.0000          | 2,535.0000          | 2,500.0000            |
|                                          | <i>Account Classification Total: 5300 - Services</i>          | <i>\$97,190.00</i>  | <i>\$104,416.48</i> | <i>\$104,900.00</i>   |
|                                          | <b>Department Total: 593 - Clerk of Courts</b>                | <b>\$468,451.00</b> | <b>\$475,745.87</b> | <b>\$405,912.00</b>   |

| Account Number                                      | Account Description                                           | 2020 Adopted Budget   | 2021 Amended Budget   | 2021 Unapportioned Entry |
|-----------------------------------------------------|---------------------------------------------------------------|-----------------------|-----------------------|--------------------------|
| <b>Department: 595 - General and Administrative</b> |                                                               |                       |                       |                          |
| <i>5100 - Personal Services</i>                     |                                                               |                       |                       |                          |
| 5164                                                | Workers Compensation                                          | 245,150.0000          | 412,289.0000          | 250,151.0000             |
| 5165                                                | Unemployment Compensation                                     | 25,000.0000           | 33,440.6400           | 25,000.0000              |
|                                                     | <i>Account Classification Total: 5100 - Personal Services</i> | <i>\$270,150.00</i>   | <i>\$445,729.64</i>   | <i>\$275,151.00</i>      |
| <i>5200 - Supplies</i>                              |                                                               |                       |                       |                          |
| 5202                                                | Photo Copy Supplies                                           | 3,500.0000            | 4,034.8100            | 5,000.0000               |
|                                                     | <i>Account Classification Total: 5200 - Supplies</i>          | <i>\$3,500.00</i>     | <i>\$4,034.81</i>     | <i>\$5,000.00</i>        |
| <i>5300 - Services</i>                              |                                                               |                       |                       |                          |
| 5301                                                | Boards/Commissions                                            | 27,000.0000           | 31,112.8200           | 35,000.0000              |
| 5311                                                | Utilities                                                     | 215,000.0000          | 222,962.0400          | 225,000.0000             |
| 5324                                                | Professional Association Dues                                 | 28,000.0000           | 28,000.0000           | 30,000.0000              |
| 5351                                                | Liability Insurance Deductible                                | 195,000.0000          | 399,625.5000          | 240,000.0000             |
| 5352                                                | Motor Vehicle Insurance                                       | 70,000.0000           | 70,000.0000           | 80,000.0000              |
| 5353                                                | Employee Fidelity Bond                                        | 2,500.0000            | 2,500.0000            | 3,000.0000               |
| 5361                                                | Building Repair/Maintenance                                   | 65,000.0000           | 71,195.0000           | 65,000.0000              |
| 5362                                                | Equipment Maintenance                                         | 2,500.0000            | 2,500.0000            | 2,500.0000               |
| 5371                                                | Election Expense                                              | 25,000.0000           | 25,000.0000           | 35,000.0000              |
| 5372                                                | Delinquent Tax Advertising                                    | 750.0000              | 750.0000              | 750.0000                 |
| 5373                                                | Auditor/Treasurer Fees                                        | 8,500.0000            | 8,500.0000            | 12,000.0000              |
| 5391                                                | Postage                                                       | 9,000.0000            | 9,000.0000            | 0.0000                   |
| 5394                                                | Taxes/Assessments-City Property                               | 60,000.0000           | 60,000.0000           | 30,000.0000              |
| 5399                                                | Other Miscellaneous Services                                  | 10,000.0000           | 10,000.0000           | 10,000.0000              |
|                                                     | <i>Account Classification Total: 5300 - Services</i>          | <i>\$718,250.00</i>   | <i>\$941,116.26</i>   | <i>\$768,250.00</i>      |
| <i>5600 - Capital Purchases</i>                     |                                                               |                       |                       |                          |
| 5631                                                | Furniture and Fixtures                                        | 25,000.0000           | 25,000.0000           | 0.0000                   |
| 5639                                                | Other Equipment                                               | 30,000.0000           | 30,000.0000           | 0.0000                   |
|                                                     | <i>Account Classification Total: 5600 - Capital Purchases</i> | <i>\$55,000.00</i>    | <i>\$55,000.00</i>    | <i>\$0.00</i>            |
|                                                     | <b>Department Total: 595 - General and Administrative</b>     | <b>\$1,046,900.00</b> | <b>\$1,445,909.81</b> | <b>\$1,048,401.00</b>    |

| Account Number                                    |  | Account Description                           | 2020 Adopted Budget | 2020 Amended Budget | 2021 Department Entry |
|---------------------------------------------------|--|-----------------------------------------------|---------------------|---------------------|-----------------------|
| Department: 810 - Public Health and Welfare       |  |                                               |                     |                     |                       |
| 5300 - Services                                   |  |                                               |                     |                     |                       |
| 5376                                              |  | County Health Services                        | 333,255.0000        | 333,255.0000        | 343,400.0000          |
|                                                   |  | Account Classification Total: 5300 - Services | \$333,255.00        | \$333,255.00        | \$343,400.00          |
| Department Total: 810 - Public Health and Welfare |  |                                               | \$333,255.00        | \$333,255.00        | \$343,400.00          |
|                                                   |  | EXPENSES Total                                | \$21,996,941.00     | \$23,134,476.34     | \$23,149,980.00       |
| Fund EXPENSE                                      |  | Total: 110 - General Fund                     | \$21,996,941.00     | \$23,134,476.34     | \$23,149,980.00       |



CITY OF REYNOLDSBURG

| Account Number                                        | Account Description                                    | 2020 Adopted Budget | 2021 Amended Budget | 2021 Department Entry | Department Entry Comments                      | Mayor's Budget Comments |
|-------------------------------------------------------|--------------------------------------------------------|---------------------|---------------------|-----------------------|------------------------------------------------|-------------------------|
| Fund: 211 - Computerized Needs (courts)               |                                                        |                     |                     |                       |                                                |                         |
| EXPENSES                                              |                                                        |                     |                     |                       |                                                |                         |
| Department: 000 - General                             |                                                        |                     |                     |                       |                                                |                         |
| 5200 - Supplies                                       |                                                        |                     |                     |                       |                                                |                         |
| 5203                                                  | Computer Supplies                                      | 15,000.0000         | 19,122.4100         | 15,000.0000           |                                                |                         |
|                                                       | Account Classification Total: 5200 - Supplies          | \$15,000.00         | \$19,122.41         | \$15,000.00           |                                                |                         |
| 5300 - Services                                       |                                                        |                     |                     |                       |                                                |                         |
| 5322                                                  | Conference/Reimb                                       | 500.0000            | 500.0000            | 500.0000              |                                                |                         |
| 5366                                                  | Computer Maintenance                                   | 25,000.0000         | 25,000.0000         | 25,000.0000           |                                                |                         |
| 5399                                                  | Other Miscellaneous Services                           | 15,000.0000         | 15,181.4600         | 15,000.0000           |                                                |                         |
|                                                       | Account Classification Total: 5300 - Services          | \$40,500.00         | \$40,681.46         | \$40,500.00           |                                                |                         |
| 5600 - Capital Purchases                              |                                                        |                     |                     |                       |                                                |                         |
| 5639                                                  | Other Equipment                                        | 15,000.0000         | 15,000.0000         | 77,000.0000           | Includes the 56,921.18 for software conversion |                         |
|                                                       | Account Classification Total: 5600 - Capital Purchases | \$15,000.00         | \$15,000.00         | \$77,000.00           |                                                |                         |
| Department Total: 000 - General                       |                                                        | \$70,500.00         | \$74,803.87         | \$132,500.00          |                                                |                         |
| EXPENSES Total                                        |                                                        | \$70,500.00         | \$74,803.87         | \$132,500.00          |                                                |                         |
| Fund EXPENSE Total: 211 - Computerized Needs (courts) |                                                        | \$70,500.00         | \$74,803.87         | \$132,500.00          |                                                |                         |

CITY OF REYNOLDSBURG

Mayor's Budget Comments

2021 Department Entry Department Entry Comments

2020 Amended Budget

2020 Adopted Budget

Account Number Account Description

Fund: 220 - Income Tax Fund

EXPENSES

Department: 564 - Income Tax Division

5100 - Personal Services

|      |                                   |             |              |
|------|-----------------------------------|-------------|--------------|
| 5101 | Salary-Elected Officials/Director | 62,214.0000 | 126,383.0000 |
| 5106 | Longevity                         | 700.0000    | 700.0000     |
| 5109 | HSA Employer Funding              | 2,000.0000  | 6,000.0000   |
| 5151 | PERS Contribution                 | 8,808.0000  | 13,172.0000  |
| 5161 | Group Insurance                   | 8,868.0000  | 21,222.0000  |
| 5164 | Workers Compensation              | 1,785.0000  | 3,605.0000   |
| 5166 | Medicare                          | 0.0000      | 769.0000     |

Account Classification Total: 5100 - Personal Services

|                 |  |             |             |              |
|-----------------|--|-------------|-------------|--------------|
| 5200 - Supplies |  | \$84,375.00 | \$84,375.00 | \$171,851.00 |
|-----------------|--|-------------|-------------|--------------|

5200 - Supplies

Increase for new office chair/business cards etc. for new tax admin

|      |                   |          |          |            |
|------|-------------------|----------|----------|------------|
| 5201 | Office Supplies   | 250.0000 | 250.0000 | 1,500.0000 |
| 5203 | Computer Supplies | 450.0000 | 450.0000 | 500.0000   |

Account Classification Total: 5200 - Supplies

|                 |  |          |          |            |
|-----------------|--|----------|----------|------------|
| 5300 - Services |  | \$700.00 | \$700.00 | \$2,000.00 |
|-----------------|--|----------|----------|------------|

5300 - Services

|      |                               |             |             |             |
|------|-------------------------------|-------------|-------------|-------------|
| 5321 | Professional Training         | 0.0000      | 0.0000      | 500.0000    |
| 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        | 75,000.0000 | 75,000.0000 | 75,000.0000 |
| 5353 | Employee Fidelity Bond        | 75.0000     | 75.0000     | 75.0000     |
| 5362 | Equipment Maintenance         | 425.0000    | 425.0000    | 425.0000    |
| 5373 | Auditor/Treasurer Fees        | 4,000.0000  | 4,000.0000  | 4,000.0000  |
| 5379 | Other Governmental Billings   | 10,000.0000 | 10,000.0000 | 10,000.0000 |
| 5391 | Postage                       | 675.0000    | 675.0000    | 675.0000    |

Account Classification Total: 5300 - Services

|                        |  |             |             |             |
|------------------------|--|-------------|-------------|-------------|
| 5500 - Transfers/Other |  | \$31,590.00 | \$31,590.00 | \$92,400.00 |
|------------------------|--|-------------|-------------|-------------|

5500 - Transfers/Other

|      |                             |                |                |                |
|------|-----------------------------|----------------|----------------|----------------|
| 5519 | Miscellaneous Costs         | 110,000.0000   | 110,000.0000   | 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

|  |  |                |                |                |
|--|--|----------------|----------------|----------------|
|  |  | \$2,410,000.00 | \$2,410,000.00 | \$2,410,000.00 |
|--|--|----------------|----------------|----------------|

Department Total: 564 - Income Tax Division

|  |  |                |                |                |
|--|--|----------------|----------------|----------------|
|  |  | \$2,586,975.00 | \$2,586,975.00 | \$2,676,251.00 |
|--|--|----------------|----------------|----------------|

EXPENSES Total

|  |  |                |                |                |
|--|--|----------------|----------------|----------------|
|  |  | \$2,586,975.00 | \$2,586,975.00 | \$2,676,251.00 |
|--|--|----------------|----------------|----------------|

Fund EXPENSE Total: 220 - Income Tax Fund

|  |  |                |                |                |
|--|--|----------------|----------------|----------------|
|  |  | \$2,586,975.00 | \$2,586,975.00 | \$2,676,251.00 |
|--|--|----------------|----------------|----------------|

| Account Number                                         | Account Description | 2020 Adopted Budget | 2021 Adopted Budget | 2021 Department Budget | Entry Department Entry Comments | Mayor's Budget Comments |
|--------------------------------------------------------|---------------------|---------------------|---------------------|------------------------|---------------------------------|-------------------------|
| <b>Fund: 230 - Permissive Tax Fund</b>                 |                     |                     |                     |                        |                                 |                         |
| <b>EXPENSES</b>                                        |                     |                     |                     |                        |                                 |                         |
| Department: 000 - General                              |                     |                     |                     |                        |                                 |                         |
| Project: 0159 - 2017 Street Program                    |                     |                     |                     |                        |                                 |                         |
| 5600 - Capital Purchases                               |                     |                     |                     |                        |                                 |                         |
| 5651                                                   | Street Resurfacing  | 0.0000              |                     | 0.0000                 |                                 |                         |
| Account Classification Total: 5600 - Capital Purchases |                     | \$0.00              | \$0.00              | \$0.00                 |                                 |                         |
| Project Total: 0159 - 2017 Street Program              |                     | \$0.00              | \$0.00              | \$0.00                 |                                 |                         |
| Project: 0174 - 2020 Street Program                    |                     |                     |                     |                        |                                 |                         |
| 5600 - Capital Purchases                               |                     |                     |                     |                        |                                 |                         |
| 5651                                                   | Street Resurfacing  | 0.0000              |                     | 0.0000                 |                                 |                         |
| Account Classification Total: 5600 - Capital Purchases |                     | \$0.00              | \$0.00              | \$0.00                 |                                 |                         |
| Project Total: 0174 - 2020 Street Program              |                     | \$0.00              | \$0.00              | \$0.00                 |                                 |                         |
| Department Total: 000 - General                        |                     | \$0.00              | \$0.00              | \$0.00                 |                                 |                         |
| EXPENSES Total                                         |                     | \$0.00              | \$0.00              | \$0.00                 |                                 |                         |
| Fund EXPENSE Total: 230 - Permissive Tax Fund          |                     | \$0.00              | \$0.00              | \$0.00                 |                                 |                         |

Mayor's Budget Comments

Entry Department Entry Comments

2021 Unapportioned

Budget

2020 Adopted Budget

Account Number Account Description

Fund: 240 - Police Pension Fund

EXPENSES

Department: 000 - General

5100 - Personal Services

|                                                        |                     |              |              |              |
|--------------------------------------------------------|---------------------|--------------|--------------|--------------|
| 5152                                                   | PPDPF Contribution  | 150,000.0000 | 150,000.0000 | 150,000.0000 |
| Account Classification Total: 5100 - Personal Services |                     | \$150,000.00 | \$150,000.00 | \$150,000.00 |
| 5500 - Transfers/Other                                 |                     |              |              |              |
| 5519                                                   | Miscellaneous Costs | 3,500.0000   | 3,500.0000   | 3,500.0000   |
| Account Classification Total: 0000 - Transfers/Other   |                     | \$3,500.00   | \$3,500.00   | \$3,500.00   |
| Department Total: 000 - General                        |                     | \$153,500.00 | \$153,500.00 | \$153,500.00 |
| EXPENSES Total                                         |                     | \$153,500.00 | \$153,500.00 | \$153,500.00 |
| Fund EXPENSE Total: 240 - Police Pension Fund          |                     | \$153,500.00 | \$153,500.00 | \$153,500.00 |

## CITY OF REYNOLDSBURG

11.h.a

Mayor's Budget Comments

Entry Department Entry Comments

2020 Adopted Budget

2020 Amended Budget

Account Number Account Description

Fund: 250 - Sewer Capacity Fund

## EXPENSES

Department: 000 - General

Project: 0080 - Cobblestone/Windsor

5300 - Services

|                                               |                        |        |        |          |
|-----------------------------------------------|------------------------|--------|--------|----------|
| 5373                                          | Auditor/Treasurer Fees | 0.0000 | 0.0000 | 200.0000 |
| Account Classification Total: 5300 - Services |                        | \$0.00 | \$0.00 | \$200.00 |
| Project Total: 0080 - Cobblestone/Windsor     |                        | \$0.00 | \$0.00 | \$200.00 |

Department Total: 000 - General

Department: 736 - Wastewater Division

5300 - Services

|                                               |                        |          |          |          |
|-----------------------------------------------|------------------------|----------|----------|----------|
| 5373                                          | Auditor/Treasurer Fees | 250.0000 | 250.0000 | 250.0000 |
| Account Classification Total: 5300 - Services |                        | \$250.00 | \$250.00 | \$250.00 |
| Department Total: 736 - Wastewater Division   |                        | \$250.00 | \$250.00 | \$250.00 |

Department: 991 - Debt Service

5400 - Debt Service

|                                                   |                      |             |             |             |
|---------------------------------------------------|----------------------|-------------|-------------|-------------|
| 5414                                              | G. O. Bond-Principal | 61,834.0000 | 61,834.0000 | 31,620.0000 |
| 5424                                              | G. O. Bond-Interest  | 2,343.0000  | 2,343.0000  | 500.0000    |
| Account Classification Total: 5400 - Debt Service |                      | \$64,177.00 | \$64,177.00 | \$32,120.00 |
| Department Total: 991 - Debt Service              |                      | \$64,177.00 | \$64,177.00 | \$32,120.00 |

EXPENSES Total

|                                               |  |             |             |             |
|-----------------------------------------------|--|-------------|-------------|-------------|
| Fund EXPENSE Total: 250 - Sewer Capacity Fund |  | \$64,427.00 | \$64,427.00 | \$32,570.00 |
|-----------------------------------------------|--|-------------|-------------|-------------|

Mayor's Budget Comments

Department Entry Comments

2020 Adopted Budget

2020 Amended Budget

2021 Department Entry

Account Number Account Description

Fund: 260 - Street Fund

EXPENSES

Department: 000 - General

Project: 0159 - 2017 Street Program

5600 - Capital Purchases

5651 Street Resurfacing

0.0000

\$0.00

\$0.00

Account Classification Total: 5600 - Capital Purchases

Project Total: 0159 - 2017 Street Program

Project: 0173 - Davidson Drive Improvements

5600 - Capital Purchases

5659 Miscellaneous Infrastructure

0.0000

\$0.00

\$0.00

Account Classification Total: 5600 - Capital Purchases

Project Total: 0173 - Davidson Drive Improvements

Project: 0174 - 2020 Street Program

5600 - Capital Purchases

5651 Street Resurfacing

0.0000

\$0.00

\$0.00

Account Classification Total: 5600 - Capital Purchases

Project Total: 0174 - 2020 Street Program

Department Total: 000 - General

\$0.00

\$0.00

\$0.00

## CITY OF REYNOLDSBURG

11.h.a

| Account Number                                   | Account Description                                           | 2020 Adopted Budget   | 2021 Anticipated Budget | 2021 Department Entry Comments | Mayor's Budget Comments |
|--------------------------------------------------|---------------------------------------------------------------|-----------------------|-------------------------|--------------------------------|-------------------------|
| <b>Department: 268 - Street Department</b>       |                                                               |                       |                         |                                |                         |
| <i>5100 - Personal Services</i>                  |                                                               |                       |                         |                                |                         |
| 5101                                             | Salary-Elected Officials/Director                             | 78,024.0000           | 78,024.0000             |                                | 77,384.0000             |
| 5102                                             | Wages-Staff                                                   | 368,750.0000          | 368,750.0000            |                                | 414,835.0000            |
| 5105                                             | Overtime                                                      | 28,000.0000           | 28,000.0000             |                                | 28,000.0000             |
| 5106                                             | Longevity                                                     | 3,550.0000            | 3,550.0000              |                                | 3,550.0000              |
| 5109                                             | HSA Employer Funding                                          | 25,000.0000           | 25,000.0000             |                                | 23,000.0000             |
| 5151                                             | PERS Contribution                                             | 66,965.0000           | 66,965.0000             |                                | 72,978.0000             |
| 5161                                             | Group Insurance                                               | 124,590.0000          | 124,590.0000            |                                | 117,680.0000            |
| 5164                                             | Workers Compensation                                          | 13,569.0000           | 13,569.0000             |                                | 14,858.0000             |
| 5166                                             | Medicare                                                      | 6,936.0000            | 6,936.0000              |                                | 7,595.0000              |
|                                                  | <i>Account Classification Total: 5100 - Personal Services</i> | <i>\$715,384.00</i>   | <i>\$715,384.00</i>     |                                | <i>\$759,880.00</i>     |
| <i>5200 - Supplies</i>                           |                                                               |                       |                         |                                |                         |
| 5201                                             | Office Supplies                                               | 2,700.0000            | 2,953.2700              |                                | 3,500.0000              |
| 5203                                             | Computer Supplies                                             | 1,800.0000            | 1,800.0000              |                                | 1,000.0000              |
| 5205                                             | Small Tools/Minor Equipment                                   | 1,500.0000            | 1,500.0000              |                                | 1,500.0000              |
| 5213                                             | Repair and Maintenance Supplies                               | 500.0000              | 500.0000                |                                | 500.0000                |
| 5241                                             | Uniforms-Purchased                                            | 2,000.0000            | 2,000.0000              |                                | 2,000.0000              |
| 5251                                             | MV Gas and Oil                                                | 38,000.0000           | 40,219.8800             |                                | 36,000.0000             |
| 5252                                             | Aggregates                                                    | 17,000.0000           | 17,000.0000             |                                | 19,000.0000             |
| 5253                                             | Toe Control                                                   | 140,000.0000          | 151,931.2500            |                                | 140,000.0000            |
| 5259                                             | Operating Materials and Supplies                              | 90,000.0000           | 99,272.8000             |                                | 90,000.0000             |
|                                                  | <i>Account Classification Total: 5200 - Supplies</i>          | <i>\$293,500.00</i>   | <i>\$317,177.20</i>     |                                | <i>\$293,500.00</i>     |
| <i>5300 - Services</i>                           |                                                               |                       |                         |                                |                         |
| 5311                                             | Utilities                                                     | 19,000.0000           | 19,499.7800             |                                | 19,000.0000             |
| 5313                                             | Traffic Light Current                                         | 12,000.0000           | 12,441.9700             |                                | 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           | 36,500.0000             |                                | 39,700.0000             |
| 5351                                             | Liability Insurance Deductible                                | 9,600.0000            | 9,600.0000              |                                | 8,000.0000              |
| 5352                                             | Motor Vehicle Insurance                                       | 10,600.0000           | 10,600.0000             |                                | 8,000.0000              |
| 5361                                             | Building Repair/Maintenance                                   | 9,500.0000            | 9,500.0000              |                                | 12,100.0000             |
| 5365                                             | Utility Line Repair/Maintenance                               | 30,000.0000           | 42,399.0900             |                                | 31,600.0000             |
| 5366                                             | Computer Maintenance                                          | 3,200.0000            | 3,200.0000              |                                | 0.0000                  |
| 5391                                             | Postage                                                       | 100.0000              | 100.0000                |                                | 100.0000                |
| 5397                                             | Uniform Rental                                                | 2,500.0000            | 2,612.4500              |                                | 2,500.0000              |
| 5399                                             | Other Miscellaneous Services                                  | 1,000.0000            | 1,000.0000              |                                | 1,000.0000              |
|                                                  | <i>Account Classification Total: 5300 - Services</i>          | <i>\$148,830.00</i>   | <i>\$162,283.29</i>     |                                | <i>\$148,830.00</i>     |
| <i>5600 - Capital Purchases</i>                  |                                                               |                       |                         |                                |                         |
| 5632                                             | Motor Vehicles                                                | 310,000.0000          | 310,000.0000            |                                | 50,000.0000             |
| 5639                                             | Other Equipment                                               | 0.0000                | 17,660.0000             |                                | 0.0000                  |
|                                                  | <i>Account Classification Total: 5600 - Capital Purchases</i> | <i>\$310,000.00</i>   | <i>\$327,660.00</i>     |                                | <i>\$50,000.00</i>      |
| <b>Department Total: 268 - Street Department</b> |                                                               |                       |                         |                                |                         |
| <b>EXPENSES Total</b>                            |                                                               | <b>\$1,467,714.00</b> | <b>\$1,522,504.49</b>   |                                | <b>\$1,252,210.00</b>   |
| <b>Fund EXPENSE Total: 260 - Street Fund</b>     |                                                               | <b>\$1,467,714.00</b> | <b>\$1,522,504.49</b>   |                                | <b>\$1,252,210.00</b>   |

Increase based on age of facilities and need for more frequent repairs.

New pickup truck with plow.

## CITY OF REYNOLDSBURG

11.h.a

Mayor's Budget Comments

Entry Department Entry Comments

2020 Adopted Budget

2020 Amended Budget

2021 Department

Account Number Account Description

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        | 10,000.0000        | 10,000.0000        |
| <i>Account Classification Total: 5200 - Supplies</i> |                                  | <i>\$70,000.00</i> | <i>\$70,000.00</i> | <i>\$70,000.00</i> |
| 5300 - Services                                      |                                  |                    |                    |                    |
| 5313                                                 | Traffic Light Current            | 12,000.0000        | 12,498.5100        | 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         |
| <i>Account Classification Total: 5300 - Services</i> |                                  | <i>\$24,000.00</i> | <i>\$24,498.51</i> | <i>\$24,000.00</i> |
| Department Total: 268 - Street Department            |                                  | \$94,000.00        | \$94,498.51        | \$94,000.00        |
| EXPENSES Total                                       |                                  | \$94,000.00        | \$94,498.51        | \$94,000.00        |
| Fund EXPENSE Total: 270 - State Highway Fund         |                                  | \$94,000.00        | \$94,498.51        | \$94,000.00        |

Attachment: Budget 1st read (2021 Budget Appropriations)



# CITY OF REYNOLDSBURG

Mayor's Budget Comments

Department Entry Comments

2020 Adopted Budget

2021 Anticipated Budget

2021 Department Entry

Account Number Account Description

Fund: 310 - General Debt Retirement Fund

## EXPENSES

Department: 991 - Debt Service

5400 - Debt Service

|                                                        |                      |                |                |                |
|--------------------------------------------------------|----------------------|----------------|----------------|----------------|
| 5414                                                   | G. O. Bond-Principal | 1,863,557.0000 | 1,863,557.0000 | 1,868,560.0000 |
| 5424                                                   | G. O. Bond-Interest  | 1,191,961.0000 | 1,191,961.0000 | 1,145,525.0000 |
| Account Classification Total: 5400 - Debt Service      |                      | \$3,055,518.00 | \$3,055,518.00 | \$3,014,085.00 |
| Department Total: 991 - Debt Service                   |                      | \$3,055,518.00 | \$3,055,518.00 | \$3,014,085.00 |
| EXPENSES Total                                         |                      | \$3,055,518.00 | \$3,055,518.00 | \$3,014,085.00 |
| Fund EXPENSE Total: 310 - General Debt Retirement Fund |                      | \$3,055,518.00 | \$3,055,518.00 | \$3,014,085.00 |

Fund: 330 - Taylor Sq Tier Debt Retirement

## EXPENSES

Department: 991 - Debt Service

5400 - Debt Service

|                                                          |                      |              |              |              |
|----------------------------------------------------------|----------------------|--------------|--------------|--------------|
| 5414                                                     | G. O. Bond-Principal | 525,000.0000 | 525,000.0000 | 535,000.0000 |
| 5424                                                     | G. O. Bond-Interest  | 46,829.0000  | 46,829.0000  | 35,475.0000  |
| Account Classification Total: 5400 - Debt Service        |                      | \$571,829.00 | \$571,829.00 | \$570,475.00 |
| Department Total: 991 - Debt Service                     |                      | \$571,829.00 | \$571,829.00 | \$570,475.00 |
| EXPENSES Total                                           |                      | \$571,829.00 | \$571,829.00 | \$570,475.00 |
| Fund EXPENSE Total: 330 - Taylor Sq Tier Debt Retirement |                      | \$571,829.00 | \$571,829.00 | \$570,475.00 |

CITY OF REYNOLDSBURG

| Account Number             | Account Description                                       | 2020 Adopted Budget | 2021 Amended Budget | 2021 Department Entry | Department Entry Comments | Mayor's Budget Comments |
|----------------------------|-----------------------------------------------------------|---------------------|---------------------|-----------------------|---------------------------|-------------------------|
| Fund: 690 - Employees Fund |                                                           |                     |                     |                       |                           |                         |
| EXPENSES                   |                                                           |                     |                     |                       |                           |                         |
| Department: 000 - General  |                                                           |                     |                     |                       |                           |                         |
| 5500 - Transfers/Other     |                                                           |                     |                     |                       |                           |                         |
| 5529                       | Miscellaneous Distributions                               | 0.0000              | 810.5100            | 0.0000                |                           |                         |
|                            | <i>Account Class/Section Total: 000 - Transfers/Other</i> | <i>\$0.00</i>       | <i>\$810.51</i>     | <i>\$0.00</i>         |                           |                         |
|                            | Department Total: 000 - General                           | \$0.00              | \$810.51            | \$0.00                |                           |                         |
|                            | EXPENSES Total                                            | \$0.00              | \$810.51            | \$0.00                |                           |                         |
|                            | Fund EXPENSE Total: 690 - Employees Fund                  | \$0.00              | \$810.51            | \$0.00                |                           |                         |

## CITY OF REYNOLDSBURG

11.h.a

Mayor's Budget Comments

2021 Department  
Entry Department Entry Comments

2020 Adopted Budget

Account Number Account Description

Fund: 710 - Water Fund

## EXPENSES

Department: 000 - General

Project: 0151 - Briarcliff/Aida Water Main

5600 - Capital Purchases

|                                                        |             |        |        |        |
|--------------------------------------------------------|-------------|--------|--------|--------|
| 5621                                                   | Water Lines | 0.0000 | 0.0000 |        |
| Account Classification Total: 5600 - Capital Purchases |             | \$0.00 | \$0.00 | \$0.00 |
| Project Total: 0151 - Briarcliff/Aida Water Main       |             | \$0.00 | \$0.00 | \$0.00 |

Project: 0156 - 2017 Main Street Wtr Main Repl

5600 - Capital Purchases

|                                                        |             |        |        |        |
|--------------------------------------------------------|-------------|--------|--------|--------|
| 5621                                                   | Water Lines | 0.0000 | 0.0000 |        |
| Account Classification Total: 5600 - Capital Purchases |             | \$0.00 | \$0.00 | \$0.00 |
| Project Total: 0156 - 2017 Main Street Wtr Main Repl   |             | \$0.00 | \$0.00 | \$0.00 |

Project: 0171 - 2019 Water Main Replacement

5600 - Capital Purchases

|                                                        |             |        |        |        |
|--------------------------------------------------------|-------------|--------|--------|--------|
| 5621                                                   | Water Lines | 0.0000 | 0.0000 |        |
| Account Classification Total: 5600 - Capital Purchases |             | \$0.00 | \$0.00 | \$0.00 |
| Project Total: 0171 - 2019 Water Main Replacement      |             | \$0.00 | \$0.00 | \$0.00 |

Project: 0177 - Roselawn Ave Water Main

5600 - Capital Purchases

|                                                        |             |        |        |        |
|--------------------------------------------------------|-------------|--------|--------|--------|
| 5621                                                   | Water Lines | 0.0000 | 0.0000 |        |
| Account Classification Total: 5600 - Capital Purchases |             | \$0.00 | \$0.00 | \$0.00 |
| Project Total: 0177 - Roselawn Ave Water Main          |             | \$0.00 | \$0.00 | \$0.00 |

Department Total: 000 - General

## CITY OF REYNOLDSBURG

11.h.a

Mayor's Budget Comments

2021 Department Entry Department Entry Comments

2020 Adopted Budget

2020 Adopted Budget

Account Number Account Description

## Department: 735 - Water Division

## 5100 - Personal Services

|                                                               |                                   |                     |                     |                     |  |
|---------------------------------------------------------------|-----------------------------------|---------------------|---------------------|---------------------|--|
| 5101                                                          | Salary-Elected Officials/Director | 40,111.0000         | 40,111.0000         | 39,795.0000         |  |
| 5102                                                          | Wages-Staff                       | 250,495.0000        | 250,495.0000        | 259,273.0000        |  |
| 5105                                                          | Overtime                          | 15,400.0000         | 15,400.0000         | 15,400.0000         |  |
| 5106                                                          | Longevity                         | 1,750.0000          | 1,750.0000          | 1,750.0000          |  |
| 5109                                                          | HSA Employer Funding              | 19,000.0000         | 19,000.0000         | 21,000.0000         |  |
| 5151                                                          | PERS Contribution                 | 43,086.0000         | 43,086.0000         | 44,271.0000         |  |
| 5161                                                          | Group Insurance                   | 96,366.0000         | 96,366.0000         | 109,753.0000        |  |
| 5164                                                          | Workers Compensation              | 8,730.0000          | 8,730.0000          | 8,970.0000          |  |
| 5166                                                          | Medicare                          | 4,462.0000          | 4,462.0000          | 4,585.0000          |  |
| <b>Account Classification Total: 5100 - Personal Services</b> |                                   | <b>\$479,400.00</b> | <b>\$479,400.00</b> | <b>\$504,797.00</b> |  |

## 5200 - Supplies

|                                                      |                                  |                     |                     |                     |  |
|------------------------------------------------------|----------------------------------|---------------------|---------------------|---------------------|--|
| 5201                                                 | Office Supplies                  | 5,500.0000          | 7,192.5000          | 5,500.0000          |  |
| 5203                                                 | Computer Supplies                | 15,000.0000         | 15,000.0000         | 7,500.0000          |  |
| 5213                                                 | Repair and Maintenance Supplies  | 10,000.0000         | 10,000.0000         | 10,000.0000         |  |
| 5241                                                 | Uniforms-Purchased               | 3,500.0000          | 4,286.6800          | 3,500.0000          |  |
| 5251                                                 | MV Gas and Oil                   | 15,500.0000         | 15,993.8900         | 17,000.0000         |  |
| 5252                                                 | Aggregates                       | 38,500.0000         | 40,089.8200         | 39,700.0000         |  |
| 5259                                                 | Operating Materials and Supplies | 65,000.0000         | 73,039.6900         | 70,000.0000         |  |
| 5263                                                 | Meters-Resale                    | 20,000.0000         | 20,000.0000         | 20,000.0000         |  |
| <b>Account Classification Total: 5200 - Supplies</b> |                                  | <b>\$173,000.00</b> | <b>\$185,602.58</b> | <b>\$173,200.00</b> |  |

## 5300 - Services

|                                                      |                                 |                       |                       |                       |                                                                                                                                                                       |
|------------------------------------------------------|---------------------------------|-----------------------|-----------------------|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5311                                                 | Utilities                       | 15,000.0000           | 15,761.8300           | 16,000.0000           | Increase due to projected shortfall in 2020.                                                                                                                          |
| 5321                                                 | Professional Training           | 2,500.0000            | 2,500.0000            | 3,000.0000            | Increase due to the fact three of the City's Water Department employees will be obtaining (required per job description) a distribution license of some type in 2021. |
| 5322                                                 | Conference/Reimb                | 500.0000              | 500.0000              | 1,000.0000            | Increase due to the fact three of the City's Water Department employees will be obtaining (required per job description) a distribution license of some type in 2021. |
| 5323                                                 | Publications                    | 200.0000              | 200.0000              | 200.0000              |                                                                                                                                                                       |
| 5324                                                 | Professional Association Dues   | 360.0000              | 360.0000              | 400.0000              | Increase due to the fact three of the City's Water Department employees will be obtaining (required per job description) a distribution license of some type in 2021. |
| 5325                                                 | Educational Assistance          | 500.0000              | 500.0000              | 500.0000              |                                                                                                                                                                       |
| 5331                                                 | Engineering/Architecture        | 15,000.0000           | 15,000.0000           | 15,000.0000           |                                                                                                                                                                       |
| 5339                                                 | Misc Contract Services          | 45,000.0000           | 46,170.0000           | 50,000.0000           |                                                                                                                                                                       |
| 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            | 8,000.0000            | 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           | 45,600.0000           | 38,000.0000           |                                                                                                                                                                       |
| 5366                                                 | Computer Maintenance            | 12,500.0000           | 12,500.0000           | 12,500.0000           |                                                                                                                                                                       |
| 5378                                                 | Columbus Contract               | 5,245,365.0000        | 6,214,023.2200        | 5,350,272.0000        | City of Columbus, Ohio Environmental Protection Agency (EPA), etc.                                                                                                    |
| 5379                                                 | Other Governmental Billings     | 15,000.0000           | 15,000.0000           | 15,000.0000           |                                                                                                                                                                       |
| 5391                                                 | Postage                         | 15,000.0000           | 15,000.0000           | 15,000.0000           |                                                                                                                                                                       |
| 5399                                                 | Other Miscellaneous Services    | 100,000.0000          | 100,793.3100          | 150,000.0000          |                                                                                                                                                                       |
| <b>Account Classification Total: 5300 - Services</b> |                                 | <b>\$5,529,175.00</b> | <b>\$6,508,158.36</b> | <b>\$5,691,122.00</b> |                                                                                                                                                                       |

Attachment: Budget 1st read (2021 Budget Appropriations)

## CITY OF REYNOLDSBURG

11.h.a

| Account Number                  | Account Description                                             | 2020 Adopted Budget     | 2021 Amended Budget     | 2021 Department Entry   | Department Entry Comments                                                                                                                                                                                                                                                                   | Mayor's Budget Comments |
|---------------------------------|-----------------------------------------------------------------|-------------------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| <b>5500 - Transfers/Other</b>   |                                                                 |                         |                         |                         |                                                                                                                                                                                                                                                                                             |                         |
| 5992                            | Consumer on Account                                             | 0.0000                  | 0.0000                  | 0.0000                  |                                                                                                                                                                                                                                                                                             |                         |
|                                 | <i>Account Consolidation Total: 5992 - Transfer/Other</i>       | <i>\$0.00</i>           | <i>\$0.00</i>           | <i>\$0.00</i>           |                                                                                                                                                                                                                                                                                             |                         |
| <b>5600 - Capital Purchases</b> |                                                                 |                         |                         |                         |                                                                                                                                                                                                                                                                                             |                         |
| 5611                            | Buildings                                                       | 12,499,000.00           | 12,499,000.00           | 12,500,000.00           | improvement to buildings                                                                                                                                                                                                                                                                    |                         |
| 5631                            | Furniture and Fixtures                                          | 1,000,000.00            | 1,000,000.00            | 1,000,000.00            |                                                                                                                                                                                                                                                                                             |                         |
| 5632                            | Motor Vehicles                                                  | 0.0000                  | 15,548,500.00           | 50,000,000.00           | New purchase will replace vehicle #310 (to be repurposed on a limited basis due to age and wear).                                                                                                                                                                                           |                         |
| 5633                            | Machinery and Equipment                                         | 275,000,000.00          | 275,000,000.00          | 175,000,000.00          | Purchase of 2,550 Meter Transponder Units (MXU's) which will enable the City to migrate to a complete radio read system and remote reads (ability to pull daily consumption reports to trace abnormally high usage, while eliminating the need to manually read/collect data in the field). |                         |
| 5639                            | Other Equipment                                                 | 325,000,000.00          | 325,000,000.00          | 175,000,000.00          |                                                                                                                                                                                                                                                                                             |                         |
|                                 | <i>Department Consolidation Total: 5600 - Capital Purchases</i> | <i>\$613,499,000.00</i> | <i>\$629,047,500.00</i> | <i>\$413,500,000.00</i> |                                                                                                                                                                                                                                                                                             |                         |
|                                 | <b>Department Total: 735 - Water Division</b>                   | <b>\$6,795,074.00</b>   | <b>\$7,802,208.44</b>   | <b>\$6,782,619.00</b>   |                                                                                                                                                                                                                                                                                             |                         |

Attachment: Budget 1st read (2021 Budget Appropriations)

CITY OF REYNOLDSBURG

| Account Number                 |  | Account Description                               | 2020 Adopted Budget | 2020 Amended Budget | 2021 Department Entry | Department Entry Comments | Mayor's Budget Comments |
|--------------------------------|--|---------------------------------------------------|---------------------|---------------------|-----------------------|---------------------------|-------------------------|
| Department: 991 - Debt Service |  |                                                   |                     |                     |                       |                           |                         |
| 5400 - Debt Service            |  |                                                   |                     |                     |                       |                           |                         |
| 5414                           |  | G. O. Bond-Principal                              | 330,539.0000        | 330,539.0000        | 335,500.0000          |                           |                         |
| 5424                           |  | G. O. Bond-Interest                               | 39,043.0000         | 39,043.0000         | 30,735.0000           |                           |                         |
|                                |  | Account Classification Total: 5400 - Debt Service | \$369,582.00        | \$369,582.00        | \$366,235.00          |                           |                         |
|                                |  | Department Total: 991 - Debt Service              | \$369,582.00        | \$369,582.00        | \$366,235.00          |                           |                         |
|                                |  | EXPENSES Total                                    | \$7,164,656.00      | \$8,171,790.44      | \$7,148,854.00        |                           |                         |
|                                |  | Fund EXPENSE Total: 710 - Water Fund              | \$7,164,656.00      | \$8,171,790.44      | \$7,148,854.00        |                           |                         |

CITY OF REYNOLDSBURG

Mayor's Budget Comments

2020 Adopted Budget

2020 Amended Budget

2021 Department Entry

Account Number Account Description

Department Entry Comments

Fund: 720 - Wastewater/Sewer Fund

EXPENSES

Department: 000 - General

Project: 0157 - 2017 Rocky Den & Red Fox Sewer

5600 - Capital Purchases

5622 Sewer Lines

|                                                        |        |        |        |
|--------------------------------------------------------|--------|--------|--------|
| Account Classification Total: 5600 - Capital Purchases | 0.0000 | 0.0000 | 0.0000 |
|--------------------------------------------------------|--------|--------|--------|

Project Total: 0157 - 2017 Rocky Den & Red Fox Sewer

Project: 0165 - 2018 Sanitary Sewer Rehab Proj

5600 - Capital Purchases

5622 Sewer Lines

|                                                        |        |        |        |
|--------------------------------------------------------|--------|--------|--------|
| Account Classification Total: 5600 - Capital Purchases | 0.0000 | 0.0000 | 0.0000 |
|--------------------------------------------------------|--------|--------|--------|

Project Total: 0165 - 2018 Sanitary Sewer Rehab Proj

Project: 0176 - Rosehill/Kaiser Sewer Improv.

5600 - Capital Purchases

5622 Sewer Lines

|                                                        |        |        |        |
|--------------------------------------------------------|--------|--------|--------|
| Account Classification Total: 5600 - Capital Purchases | 0.0000 | 0.0000 | 0.0000 |
|--------------------------------------------------------|--------|--------|--------|

Project Total: 0176 - Rosehill/Kaiser Sewer Improv.

Department Total: 000 - General

## CITY OF REYNOLDSBURG

11.h.a

| Account Number                               |  | Account Description                                           | 2020 Adopted Budget   | 2021 Amended Budget   | 2021 Department Entry | Department Entry Comments                                                     | Mayor's Budget Comments |
|----------------------------------------------|--|---------------------------------------------------------------|-----------------------|-----------------------|-----------------------|-------------------------------------------------------------------------------|-------------------------|
| <b>Department: 736 - Wastewater Division</b> |  |                                                               |                       |                       |                       |                                                                               |                         |
| <i>5100 - Personal Services</i>              |  |                                                               |                       |                       |                       |                                                                               |                         |
| 5101                                         |  | Salary-Elected Officials/Director                             | 40,111.0000           | 40,111.0000           | 39,796.0000           |                                                                               |                         |
| 5102                                         |  | Wages-Staff                                                   | 301,844.0000          | 301,844.0000          | 315,459.0000          |                                                                               |                         |
| 5105                                         |  | Overtime                                                      | 3,500.0000            | 3,500.0000            | 3,500.0000            |                                                                               |                         |
| 5106                                         |  | Longevity                                                     | 550.0000              | 550.0000              | 550.0000              |                                                                               |                         |
| 5109                                         |  | HSA Employer Funding                                          | 21,000.0000           | 21,000.0000           | 21,000.0000           |                                                                               |                         |
| 5151                                         |  | PERS Contribution                                             | 48,091.0000           | 48,091.0000           | 49,953.0000           |                                                                               |                         |
| 5161                                         |  | Group Insurance                                               | 108,707.0000          | 108,707.0000          | 110,143.0000          |                                                                               |                         |
| 5164                                         |  | Workers Compensation                                          | 9,815.0000            | 9,815.0000            | 10,192.0000           |                                                                               |                         |
| 5166                                         |  | Medicare                                                      | 5,017.0000            | 5,017.0000            | 5,210.0000            |                                                                               |                         |
|                                              |  | <b>Account Classification Total: 5100 - Personal Services</b> | <b>\$538,635.00</b>   | <b>\$538,635.00</b>   | <b>\$555,803.00</b>   |                                                                               |                         |
| <i>5200 - Supplies</i>                       |  |                                                               |                       |                       |                       |                                                                               |                         |
| 5201                                         |  | Office Supplies                                               | 5,500.0000            | 7,192.5100            | 5,500.0000            |                                                                               |                         |
| 5203                                         |  | Computer Supplies                                             | 15,000.0000           | 15,000.0000           | 7,500.0000            |                                                                               |                         |
| 5213                                         |  | Repair and Maintenance Supplies                               | 2,500.0000            | 2,500.0000            | 2,500.0000            |                                                                               |                         |
| 5241                                         |  | Uniforms-Purchased                                            | 2,500.0000            | 3,286.6900            | 3,500.0000            |                                                                               |                         |
| 5251                                         |  | MV Gas and Oil                                                | 15,500.0000           | 15,993.9000           | 16,500.0000           |                                                                               |                         |
| 5252                                         |  | Aggregates                                                    | 4,500.0000            | 4,500.0000            | 4,500.0000            |                                                                               |                         |
| 5259                                         |  | Operating Materials and Supplies                              | 65,000.0000           | 65,000.0000           | 65,000.0000           |                                                                               |                         |
|                                              |  | <b>Account Classification Total: 5200 - Supplies</b>          | <b>\$110,500.00</b>   | <b>\$113,473.10</b>   | <b>\$105,000.00</b>   |                                                                               |                         |
| <i>5300 - Services</i>                       |  |                                                               |                       |                       |                       |                                                                               |                         |
| 5311                                         |  | Utilities                                                     | 12,000.0000           | 12,454.4700           | 12,000.0000           |                                                                               |                         |
| 5321                                         |  | Professional Training                                         | 3,000.0000            | 3,000.0000            | 3,000.0000            |                                                                               |                         |
| 5322                                         |  | Conference/Reimb                                              | 500.0000              | 500.0000              | 1,000.0000            |                                                                               |                         |
| 5324                                         |  | Professional Association Dues                                 | 350.0000              | 350.0000              | 350.0000              |                                                                               |                         |
| 5325                                         |  | Educational Assistance                                        | 500.0000              | 500.0000              | 500.0000              |                                                                               |                         |
| 5331                                         |  | Engineering/Architecture                                      | 15,000.0000           | 15,000.0000           | 15,000.0000           |                                                                               |                         |
| 5339                                         |  | Misc Contract Services                                        | 40,000.0000           | 40,000.0000           | 45,000.0000           |                                                                               |                         |
| 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            | 3,000.0000            | 3,000.0000            |                                                                               |                         |
| 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                               | 115,000.0000          | 201,551.3900          | 115,000.0000          |                                                                               |                         |
| 5366                                         |  | Computer Maintenance                                          | 15,000.0000           | 15,000.0000           | 15,000.0000           |                                                                               |                         |
| 5378                                         |  | Columbus Contract                                             | 5,077.534.0000        | 6,094,773.4900        | 5,229,860.0000        |                                                                               |                         |
| 5391                                         |  | Postage                                                       | 12,000.0000           | 12,000.0000           | 12,000.0000           |                                                                               |                         |
| 5399                                         |  | Other Miscellaneous Services                                  | 100,000.0000          | 100,793.3000          | 150,000.0000          | Purchase Water Meters for and Remotes                                         |                         |
|                                              |  | <b>Account Classification Total: 5300 - Services</b>          | <b>\$5,414,634.00</b> | <b>\$6,519,672.64</b> | <b>\$5,622,460.00</b> |                                                                               |                         |
| <i>5600 - Capital Purchases</i>              |  |                                                               |                       |                       |                       |                                                                               |                         |
| 5611                                         |  | Buildings                                                     | 12,499.0000           | 12,499.0000           | 12,500.0000           | Addition to new building                                                      |                         |
| 5631                                         |  | Furniture and Fixtures                                        | 1,000.0000            | 1,000.0000            | 1,000.0000            | New Desk                                                                      |                         |
| 5632                                         |  | Motor Vehicles                                                | 0.0000                | 15,548.5000           | 50,000.0000           | Purchasing new Truck and keeping the old one just for pulling the Mini Truck. |                         |
| 5633                                         |  | Machinery and Equipment                                       | 275,000.0000          | 275,000.0000          | 175,000.0000          | Purchase Jet Vac Combination Truck                                            |                         |
| 5639                                         |  | Other Equipment                                               | 325,000.0000          | 325,000.0000          | 175,000.0000          | purchase MXU's for Upgrading and change out program                           |                         |
|                                              |  | <b>Account Classification Total: 5600 - Capital Purchases</b> | <b>\$613,499.00</b>   | <b>\$629,047.50</b>   | <b>\$413,500.00</b>   |                                                                               |                         |
|                                              |  | <b>Department Total: 736 - Wastewater Division</b>            | <b>\$6,677,268.00</b> | <b>\$7,800,828.24</b> | <b>\$6,696,763.00</b> |                                                                               |                         |

Attachment: Budget 1st read (2021 Budget Appropriations)



# CITY OF REYNOLDSBURG

| Account Number                 |  | Account Description                               | 2020 Adopted Budget | 2020 Amended Budget | 2021 Department Entry | Department Entry Comments | Mayor's Budget Comments |
|--------------------------------|--|---------------------------------------------------|---------------------|---------------------|-----------------------|---------------------------|-------------------------|
| Department: 991 - Debt Service |  |                                                   |                     |                     |                       |                           |                         |
| 5400 - Debt Service            |  |                                                   |                     |                     |                       |                           |                         |
| 5414                           |  | G. O. Bond-Principal                              | 37,100,000.00       | 37,100,000.00       | 38,100,000.00         |                           |                         |
| 5424                           |  | G. O. Bond-Interest                               | 2,844,000.00        | 2,844,000.00        | 1,920,000.00          |                           |                         |
|                                |  | Account Classification Total: 5400 - Debt Service | \$39,944.00         | \$39,944.00         | \$40,020.00           |                           |                         |
|                                |  | Department Total: 991 - Debt Service              | \$39,944.00         | \$39,944.00         | \$40,020.00           |                           |                         |
|                                |  | EXPENSES Total                                    | \$6,717,212.00      | \$7,840,772.24      | \$6,736,783.00        |                           |                         |
|                                |  | Fund EXPENSE Total: 720 - Wastewater/Sewer Fund   | \$6,717,212.00      | \$7,840,772.24      | \$6,736,783.00        |                           |                         |

## CITY OF REYNOLDSBURG

11.h.a

| Account Number                                         |  | Account Description | 2020 Adopted Budget | 2020 Amended Budget | 2021 Department Entry | Department Entry Comments | Mayor's Budget Comments |
|--------------------------------------------------------|--|---------------------|---------------------|---------------------|-----------------------|---------------------------|-------------------------|
| Fund: 740 - Storm Water Drainage Fund                  |  |                     |                     |                     |                       |                           |                         |
| EXPENSES                                               |  |                     |                     |                     |                       |                           |                         |
| Department: 000 - General                              |  |                     |                     |                     |                       |                           |                         |
| Project: 0159 - 2017 Street Program                    |  |                     |                     |                     |                       |                           |                         |
| 5600 - Capital Purchases                               |  |                     |                     |                     |                       |                           |                         |
| 5623                                                   |  | Stormwater Lines    | 0.0000              |                     | 0.0000                |                           |                         |
| Account Classification Total: 0600 - Capital Purchases |  |                     | \$0.00              | \$0.00              | \$0.00                |                           |                         |
| Project Total: 0159 - 2017 Street Program              |  |                     | \$0.00              | \$0.00              | \$0.00                |                           |                         |
| Project: 0160 - 2017 Storm Water Project               |  |                     |                     |                     |                       |                           |                         |
| 5600 - Capital Purchases                               |  |                     |                     |                     |                       |                           |                         |
| 5623                                                   |  | Stormwater Lines    | 0.0000              |                     | 0.0000                |                           |                         |
| Account Classification Total: 0600 - Capital Purchases |  |                     | \$0.00              | \$0.00              | \$0.00                |                           |                         |
| Project Total: 0160 - 2017 Storm Water Project         |  |                     | \$0.00              | \$0.00              | \$0.00                |                           |                         |
| Project: 0173 - Davidson Drive Improvements            |  |                     |                     |                     |                       |                           |                         |
| 5600 - Capital Purchases                               |  |                     |                     |                     |                       |                           |                         |
| 5623                                                   |  | Stormwater Lines    | 0.0000              |                     | 0.0000                |                           |                         |
| Account Classification Total: 0600 - Capital Purchases |  |                     | \$0.00              | \$0.00              | \$0.00                |                           |                         |
| Project Total: 0173 - Davidson Drive Improvements      |  |                     | \$0.00              | \$0.00              | \$0.00                |                           |                         |
| Project: 0174 - 2020 Street Program                    |  |                     |                     |                     |                       |                           |                         |
| 5600 - Capital Purchases                               |  |                     |                     |                     |                       |                           |                         |
| 5623                                                   |  | Stormwater Lines    | 0.0000              |                     | 0.0000                |                           |                         |
| Account Classification Total: 0600 - Capital Purchases |  |                     | \$0.00              | \$0.00              | \$0.00                |                           |                         |
| Project Total: 0174 - 2020 Street Program              |  |                     | \$0.00              | \$0.00              | \$0.00                |                           |                         |
| Department Total: 000 - General                        |  |                     | \$0.00              | \$0.00              | \$0.00                |                           |                         |

## CITY OF REYNOLDSBURG

| Account Number                                             | Account Description                                           | 2020 Adopted Budget   | 2021 Amended Budget   | 2021 Department Entry | Department Entry Comments                         | Mayor's Budget Comments |
|------------------------------------------------------------|---------------------------------------------------------------|-----------------------|-----------------------|-----------------------|---------------------------------------------------|-------------------------|
| <b>Department: 737 - Storm Water Division</b>              |                                                               |                       |                       |                       |                                                   |                         |
| <i>5100 - Personal Services</i>                            |                                                               |                       |                       |                       |                                                   |                         |
| 5102                                                       | Wages-Staff                                                   | 203,844.0000          | 203,844.0000          | 213,430.0000          |                                                   |                         |
| 5105                                                       | Overtime                                                      | 4,900.0000            | 4,900.0000            | 4,900.0000            |                                                   |                         |
| 5106                                                       | Longevity                                                     | 1,050.0000            | 1,050.0000            | 1,050.0000            |                                                   |                         |
| 5109                                                       | HSA Employer Funding                                          | 15,000.0000           | 15,000.0000           | 11,000.0000           |                                                   |                         |
| 5151                                                       | PERS Contribution                                             | 29,371.0000           | 29,371.0000           | 30,363.0000           |                                                   |                         |
| 5161                                                       | Group Insurance                                               | 77,107.0000           | 77,107.0000           | 57,470.0000           |                                                   |                         |
| 5164                                                       | Workers Compensation                                          | 5,951.0000            | 5,951.0000            | 6,223.0000            |                                                   |                         |
| 5166                                                       | Medicare                                                      | 3,042.0000            | 3,042.0000            | 3,181.0000            |                                                   |                         |
|                                                            | <i>Account Classification Total: 5100 - Personal Services</i> | <i>\$340,265.00</i>   | <i>\$340,265.00</i>   | <i>\$327,617.00</i>   |                                                   |                         |
| <b>5200 - Supplies</b>                                     |                                                               |                       |                       |                       |                                                   |                         |
| 5201                                                       | Office Supplies                                               | 6,500.0000            | 7,738.0500            | 6,500.0000            |                                                   |                         |
| 5203                                                       | Computer Supplies                                             | 750.0000              | 750.0000              | 750.0000              |                                                   |                         |
| 5205                                                       | Small Tools/Minor Equipment                                   | 1,000.0000            | 1,000.0000            | 1,500.0000            |                                                   |                         |
| 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              | 1,250.0000            |                                                   |                         |
| 5259                                                       | Operating Materials and Supplies                              | 35,000.0000           | 35,498.9500           | 42,000.0000           |                                                   |                         |
|                                                            | <i>Account Classification Total: 5200 - Supplies</i>          | <i>\$53,000.00</i>    | <i>\$53,974.00</i>    | <i>\$60,000.00</i>    |                                                   |                         |
| <b>5300 - Services</b>                                     |                                                               |                       |                       |                       |                                                   |                         |
| 5311                                                       | Utilities                                                     | 8,000.0000            | 8,126.1000            | 7,000.0000            |                                                   |                         |
| 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           | 47,250.0000           | 46,450.0000           |                                                   |                         |
| 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            | 4,000.0000            |                                                   |                         |
| 5364                                                       | MV Repair/Maintenance-Internal                                | 4,500.0000            | 4,500.0000            | 3,500.0000            |                                                   |                         |
| 5365                                                       | Utility Line Repair/Maintenance                               | 8,500.0000            | 8,500.0000            | 7,500.0000            |                                                   |                         |
| 5366                                                       | Computer Maintenance                                          | 3,200.0000            | 3,200.0000            | 0.0000                |                                                   |                         |
| 5378                                                       | Columbus Contract                                             | 875,000.0000          | 939,926.9400          | 900,000.0000          | Increased 3% might go up 5% not sure at this time |                         |
| 5391                                                       | Postage                                                       | 22,000.0000           | 22,000.0000           | 22,000.0000           |                                                   |                         |
| 5397                                                       | Uniform Rental                                                | 2,000.0000            | 2,000.0000            | 2,000.0000            |                                                   |                         |
| 5399                                                       | Other Miscellaneous Services                                  | 39,000.0000           | 39,246.4400           | 39,000.0000           |                                                   |                         |
|                                                            | <i>Account Classification Total: 5300 - Services</i>          | <i>\$1,028,090.00</i> | <i>\$1,129,789.48</i> | <i>\$1,045,090.00</i> |                                                   |                         |
| <b>5600 - Capital Purchases</b>                            |                                                               |                       |                       |                       |                                                   |                         |
| 5632                                                       | Motor Vehicles                                                | 140,000.0000          | 140,000.0000          | 0.0000                |                                                   |                         |
| 5633                                                       | Machinery and Equipment                                       | 23,000.0000           | 29,500.0000           | 0.0000                |                                                   |                         |
|                                                            | <i>Account Classification Total: 5600 - Capital Purchases</i> | <i>\$163,000.00</i>   | <i>\$169,500.00</i>   | <i>\$0.00</i>         |                                                   |                         |
| <b>Department Total: 737 - Storm Water Division</b>        |                                                               |                       |                       |                       |                                                   |                         |
|                                                            |                                                               | <b>\$1,583,355.00</b> | <b>\$1,693,528.48</b> | <b>\$1,432,707.00</b> |                                                   |                         |
| <b>Department: 991 - Debt Service</b>                      |                                                               |                       |                       |                       |                                                   |                         |
| <i>5400 - Debt Service</i>                                 |                                                               |                       |                       |                       |                                                   |                         |
| 5414                                                       | G. O. Bond-Principal                                          | 105,000.0000          | 105,000.0000          | 110,000.0000          |                                                   |                         |
| 5424                                                       | G. O. Bond-Interest                                           | 17,967.0000           | 17,967.0000           | 15,595.0000           |                                                   |                         |
|                                                            | <i>Account Classification Total: 5400 - Debt Service</i>      | <i>\$122,967.00</i>   | <i>\$122,967.00</i>   | <i>\$125,595.00</i>   |                                                   |                         |
| <b>Department Total: 991 - Debt Service</b>                |                                                               |                       |                       |                       |                                                   |                         |
|                                                            |                                                               | <b>\$122,967.00</b>   | <b>\$122,967.00</b>   | <b>\$125,595.00</b>   |                                                   |                         |
| <b>EXPENSES Total</b>                                      |                                                               |                       |                       |                       |                                                   |                         |
|                                                            |                                                               | <b>\$1,706,322.00</b> | <b>\$1,816,495.48</b> | <b>\$1,558,302.00</b> |                                                   |                         |
| <b>Fund EXPENSE Total: 740 - Storm Water Drainage Fund</b> |                                                               |                       |                       |                       |                                                   |                         |
|                                                            |                                                               | <b>\$1,706,322.00</b> | <b>\$1,816,495.48</b> | <b>\$1,558,302.00</b> |                                                   |                         |

## CITY OF REYNOLDSBURG

11.h.a

Mayor's Budget Comments

2021 Department Entry Department Entry Comments

2020 Adopted Budget

2020 Adopted Budget

2020 Adopted Budget

2020 Adopted Budget

Account Number

Account Description

2020 Adopted Budget

2020 Adopted Budget

2021 Department Entry

2021 Department Entry

Mayor's Budget Comments

Fund: 750 - Solid Waste Fund

## EXPENSES

Department: 738 - Refuse Collection

5200 - Supplies

5201

Office Supplies

2,000,000.00

3,238,050.00

2,000,000.00

2,000,000.00

2,000,000.00

Account Classification Total: 5200 - Supplies

\$2,000.00

\$3,238.05

\$2,000.00

\$2,000.00

\$2,000.00

5300 - Services

5315

Private Hauler Contract

2,466,000.00

2,800,061.7500

2,480,000.0000

2,480,000.0000

2,480,000.0000

Account Classification Total: 5300 - Services

2,466,000.00

2,800,061.7500

2,480,000.0000

2,480,000.0000

2,480,000.0000

Account Classification Total: 5300 - Services

2,466,000.00

2,800,061.7500

2,480,000.0000

2,480,000.0000

2,480,000.0000

Department Total: 738 - Refuse Collection

2,466,000.00

2,800,061.7500

2,480,000.0000

2,480,000.0000

2,480,000.0000

EXPENSES Total

2,466,000.00

2,800,061.7500

2,480,000.0000

2,480,000.0000

2,480,000.0000

Fund EXPENSE Total: 750 - Solid Waste Fund

2,466,000.00

2,800,061.7500

2,480,000.0000

2,480,000.0000

2,480,000.0000

New Rate for 2021 of 19.13 (senior citizen is 17.21). Total estimated for collection services for 2021 is 2,295,768.00. Reducing processing as averaging \$5,500.00 per month for a total of \$66,000.00.

Reimbursement of \$55,000.00 to the Solid Waste Authority of Central Ohio (SWACO) for recycling Toters (last year)

CITY OF REYNOLDSBURG

Mayor's Budget Comments

Department Entry Comments

2020 Adopted Budget

2020 Amended Budget

2021 Department Entry

Account Number Account Description

Fund: 941 - JEDD1-ETNA-REYNOLDSBURG

EXPENSES

Department: 000 - General

5500 - Transfers/Other

|              |                                                      |        |        |              |
|--------------|------------------------------------------------------|--------|--------|--------------|
| 5529         | Miscellaneous Distributions                          | 0.0000 | 0.0000 | 200,000.0000 |
|              | Account Classification Total: 5500 - Transfers/Other | \$0.00 | \$0.00 | \$200,000.00 |
|              | Department Total: 000 - General                      | \$0.00 | \$0.00 | \$200,000.00 |
|              | EXPENSES Total                                       | \$0.00 | \$0.00 | \$200,000.00 |
| Fund EXPENSE | Total: 941 - JEDD1-ETNA-REYNOLDSBURG                 | \$0.00 | \$0.00 | \$200,000.00 |

| Account Number                      |  | Account Description                                  | 2020 Adopted Budget | Z1U0 Amended Budget | Z1U1 Unamended Entry | Department Entry Comments | Mayor's Budget Comments |
|-------------------------------------|--|------------------------------------------------------|---------------------|---------------------|----------------------|---------------------------|-------------------------|
| Fund: 942 - JEDD2-ETNA-REYNOLDSBURG |  |                                                      |                     |                     |                      |                           |                         |
| EXPENSES                            |  |                                                      |                     |                     |                      |                           |                         |
| Department: 000 - General           |  |                                                      |                     |                     |                      |                           |                         |
| 5500 - Transfers/Other              |  |                                                      |                     |                     |                      |                           |                         |
| 5529                                |  | Miscellaneous Distributions                          | 750,000.00          | 750,000.00          | 150,000.0000         |                           |                         |
|                                     |  | Account Classification Total: 5500 - Transfers/Other | \$750.00            | \$750.00            | \$150,000.00         |                           |                         |
|                                     |  | Department Total: 000 - General                      | \$750.00            | \$750.00            | \$150,000.00         |                           |                         |
|                                     |  | EXPENSES Total                                       | \$750.00            | \$750.00            | \$150,000.00         |                           |                         |
| Fund EXPENSE                        |  | Total: 942 - JEDD2-ETNA-REYNOLDSBURG                 | \$750.00            | \$750.00            | \$150,000.00         |                           |                         |

CITY OF REYNOLDSBURG

| Account Number                      |  | Account Description                                  | 2020 Adopted Budget | Z100 Amended Budget | Z101 Unapportioned Entry | Department Entry Comments | Mayor's Budget Comments |
|-------------------------------------|--|------------------------------------------------------|---------------------|---------------------|--------------------------|---------------------------|-------------------------|
| Fund: 943 - JEDD3-ETNA-REYNOLDSBURG |  |                                                      |                     |                     |                          |                           |                         |
| EXPENSES                            |  |                                                      |                     |                     |                          |                           |                         |
| Department: 000 - General           |  |                                                      |                     |                     |                          |                           |                         |
| 5500 - Transfers/Other              |  |                                                      |                     |                     |                          |                           |                         |
| 5529                                |  | Miscellaneous Distributions                          | 5,000,000.00        | 5,000,000.00        | 400,000.0000             |                           |                         |
|                                     |  | Account Classification Total: 5500 - Transfers/Other | \$5,000,000.00      | \$5,000,000.00      | \$400,000,000.00         |                           |                         |
|                                     |  | Department Total: 000 - General                      | \$5,000.00          | \$5,000.00          | \$400,000.00             |                           |                         |
|                                     |  | EXPENSES Total                                       | \$5,000.00          | \$5,000.00          | \$400,000.00             |                           |                         |
| Fund EXPENSE                        |  | Total: 943 - JEDD3-ETNA-REYNOLDSBURG                 | \$5,000.00          | \$5,000.00          | \$400,000.00             |                           |                         |

# CITY OF REYNOLDSBURG

Fund: 944 - JEDD4-ETNA-REYNOLDSBURG

## EXPENSES

Department: 000 - General

5500 - Transfers/Other

| Account Number | Account Description                                  | 2000 Adopted Budget | 2020 Amended Budget | 2021 Unapportioned Entry | Department Entry Comments | Mayor's Budget Comments |
|----------------|------------------------------------------------------|---------------------|---------------------|--------------------------|---------------------------|-------------------------|
| 5529           | Miscellaneous Distributions                          | 0.0000              | 0.0000              | 75,000.0000              |                           |                         |
|                | Account Classification Total: 5500 - Transfers/Other | \$0.00              | \$0.00              | \$75,000.00              |                           |                         |
|                | Department Total: 000 - General                      | \$0.00              | \$0.00              | \$75,000.00              |                           |                         |
|                | EXPENSES Total                                       | \$0.00              | \$0.00              | \$75,000.00              |                           |                         |
| Fund EXPENSE   | Total: 944 - JEDD4-ETNA-REYNOLDSBURG                 | \$0.00              | \$0.00              | \$75,000.00              |                           |                         |



CITY OF REYNOLDSBURG

Mayor's Budget Comments

Department Entry Comments

2020 Adopted Budget

2021 Department Budget

Account Number

Account Description

Fund: 970 - Taylor Sq School Tif

EXPENSES

Department: 000 - General

Project: 0002 - Phase II

5300 - Services

|                        |                                                             |                       |                       |                    |
|------------------------|-------------------------------------------------------------|-----------------------|-----------------------|--------------------|
| 5373                   | Auditor/Treasurer Fees                                      | 25,000.0000           | 25,000.0000           | 30,000.0000        |
|                        | <i>Account Classification Total: 5300 - Services</i>        | <i>\$25,000.00</i>    | <i>\$25,000.00</i>    | <i>\$30,000.00</i> |
| 5500 - Transfers/Other |                                                             |                       |                       |                    |
| 5501                   | Transfers                                                   | 571,829.0000          | 571,829.0000          | 0.0000             |
| 5527                   | Agency/Tier Distributions                                   | 1,150,000.0000        | 1,150,000.0000        | 0.0000             |
|                        | <i>Account Classification Total: 5500 - Transfers/Other</i> | <i>\$1,721,829.00</i> | <i>\$1,721,829.00</i> | <i>\$0.00</i>      |
|                        | Project Total: 0002 - Phase II                              | \$1,746,829.00        | \$1,746,829.00        | \$30,000.00        |
|                        | Department Total: 000 - General                             | \$1,746,829.00        | \$1,746,829.00        | \$30,000.00        |
|                        | EXPENSES Total                                              | \$1,746,829.00        | \$1,746,829.00        | \$30,000.00        |
|                        | Fund EXPENSE Total: 970 - Taylor Sq School Tif              | \$1,746,829.00        | \$1,746,829.00        | \$30,000.00        |

CITY OF REYNOLDSBURG

Mayor's Budget Comments

Department Entry Comments

2020 Adopted Budget

2021 Anticipated Budget

2021 Unexpended

Account Description

Account Number

Fund: 971 - Brice Main Trf

EXPENSES

Department: 000 - General

5500 - Transfers/Other

|                                        |                                                             |                     |                     |                   |
|----------------------------------------|-------------------------------------------------------------|---------------------|---------------------|-------------------|
| 5527                                   | Agency/Tier Distributions                                   | 175,000.0000        | 175,000.0000        |                   |
|                                        | <i>Account Classification Total: 5500 - Transfers/Other</i> | <i>\$175,000.00</i> | <i>\$175,000.00</i> | <i>\$0.00</i>     |
| <b>Project: 4001 - Tier-Home Depot</b> |                                                             |                     |                     |                   |
| 5300 - Services                        |                                                             |                     |                     |                   |
| 5373                                   | Auditor/Treasurer Fees                                      | 2,000.0000          | 2,000.0000          | 2,000.0000        |
|                                        | <i>Account Classification Total: 5300 - Services</i>        | <i>\$2,000.00</i>   | <i>\$2,000.00</i>   | <i>\$2,000.00</i> |
|                                        | <b>Project Total: 4001 - Tier-Home Depot</b>                | <b>\$2,000.00</b>   | <b>\$2,000.00</b>   | <b>\$2,000.00</b> |
| <b>Project: 4002 - Tier-Walgreens</b>  |                                                             |                     |                     |                   |
| 5300 - Services                        |                                                             |                     |                     |                   |
| 5373                                   | Auditor/Treasurer Fees                                      | 2,000.0000          | 2,000.0000          | 2,000.0000        |
|                                        | <i>Account Classification Total: 5300 - Services</i>        | <i>\$2,000.00</i>   | <i>\$2,000.00</i>   | <i>\$2,000.00</i> |
|                                        | <b>Project Total: 4002 - Tier-Walgreens</b>                 | <b>\$2,000.00</b>   | <b>\$2,000.00</b>   | <b>\$2,000.00</b> |
|                                        | <b>Department Total: 000 - General</b>                      | <b>\$179,000.00</b> | <b>\$179,000.00</b> | <b>\$4,000.00</b> |

Mayor's Budget Comments

2021 Department  
Entry Department Entry Comments2021 Amended  
Budget

2020 Adopted Budget

Account Number Account Description

Department: 991 - Debt Service

5400 - Debt Service

5414 G. O. Bond-Principal

5424 G. O. Bond-Interest

|                                                   |  |              |              |             |
|---------------------------------------------------|--|--------------|--------------|-------------|
|                                                   |  | 75,000.0000  | 75,000.0000  | 75,000.0000 |
|                                                   |  | 5,525.0000   | 5,525.0000   | 4,250.0000  |
| Account Classification Total: 5400 - Debt Service |  | \$80,525.00  | \$80,525.00  | \$79,250.00 |
| Department Total: 991 - Debt Service              |  | \$80,525.00  | \$80,525.00  | \$79,250.00 |
| EXPENSES Total                                    |  | \$259,525.00 | \$259,525.00 | \$83,250.00 |
| Fund EXPENSE Total: 971 - Bond Main Trf           |  | \$259,525.00 | \$259,525.00 | \$83,250.00 |

CITY OF REYNOLDSBURG

| Account Number               | Account Description                                  | 2020 Adopted Budget | 2020 Amended Budget | 2021 Department Entry | Department Entry Comments | Mayor's Budget Comments |
|------------------------------|------------------------------------------------------|---------------------|---------------------|-----------------------|---------------------------|-------------------------|
| Fund: 973 - Summit Rd Tif #1 |                                                      |                     |                     |                       |                           |                         |
| <b>EXPENSES</b>              |                                                      |                     |                     |                       |                           |                         |
| Department:                  | 000 - General                                        |                     |                     |                       |                           |                         |
| Project:                     | 4000 - Tlef-General                                  |                     |                     |                       |                           |                         |
| 5300 - Services              |                                                      |                     |                     |                       |                           |                         |
| 5373                         | Auditor/Treasurer Fees                               | 2,000.0000          | 2,000.0000          | 2,000.0000            |                           |                         |
|                              | <i>Account Classification Table: 5300 - Services</i> | \$2,000.00          | \$2,000.00          | \$2,000.00            |                           |                         |
|                              | Project Total: 4000 - Tlef-General                   | \$2,000.00          | \$2,000.00          | \$2,000.00            |                           |                         |
|                              | Department Total: 000 - General                      | \$2,000.00          | \$2,000.00          | \$2,000.00            |                           |                         |
|                              | <b>EXPENSES Total</b>                                | \$2,000.00          | \$2,000.00          | \$2,000.00            |                           |                         |
| <b>Fund EXPENSE</b>          | <b>Total: 973 - Summit Rd Tif #1</b>                 | \$2,000.00          | \$2,000.00          | \$2,000.00            |                           |                         |

CITY OF REYNOLDSBURG

| Account Number | Account Description | 2020 Adopted Budget | 2020 Amended Budget | 2021 Department Entry | Department Entry Comments | Mayor's Budget Comments |
|----------------|---------------------|---------------------|---------------------|-----------------------|---------------------------|-------------------------|
|----------------|---------------------|---------------------|---------------------|-----------------------|---------------------------|-------------------------|

Fund: 974 - Taylor Rd Tfr #1

EXPENSES

Department: 000 - General  
 Project: 4000 - Tref-General  
 5300 - Services

|      |                                                      |          |          |          |  |  |
|------|------------------------------------------------------|----------|----------|----------|--|--|
| 5373 | Auditor/Treasurer Fees                               | 500.0000 | 500.0000 | 500.0000 |  |  |
|      | <i>Account Classification Total: 5300 - Services</i> | \$500.00 | \$500.00 | \$500.00 |  |  |
|      | Project Total: 4000 - Tref-General                   | \$500.00 | \$500.00 | \$500.00 |  |  |
|      | Department Total: 000 - General                      | \$500.00 | \$500.00 | \$500.00 |  |  |
|      | EXPENSES Total                                       | \$500.00 | \$500.00 | \$500.00 |  |  |
|      | Fund EXPENSE Total: 974 - Taylor Rd Tfr #1           | \$500.00 | \$500.00 | \$500.00 |  |  |

Mayor's Budget Comments

Department Entry Comments

2021 Department

2020 Amended Budget

2020 Adopted Budget

Account Description

Account Number

Fund: 975 - Taylor Rd TIF #2

EXPENSES

Department: 000 - General

Project: 4000 - TIF-General

5300 - Services

5373

Auditor/Treasurer Fees

|                                               |                 |                 |                 |
|-----------------------------------------------|-----------------|-----------------|-----------------|
|                                               | 100.0000        | 100.0000        | 100.0000        |
| Account Classification Total: 5300 - Services | \$100.00        | \$100.00        | \$100.00        |
| Project Total: 4000 - TIF-General             | \$100.00        | \$100.00        | \$100.00        |
| Department Total: 000 - General               | \$100.00        | \$100.00        | \$100.00        |
| EXPENSES Total                                | \$100.00        | \$100.00        | \$100.00        |
| Fund EXPENSE Total: 975 - Taylor Rd TIF #2    | \$100.00        | \$100.00        | \$100.00        |
| EXPENSE GRAND Totals:                         | \$28,205,357.00 | \$34,964,189.37 | \$26,914,380.00 |

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


---

**DATE:** December 7, 2020

**TO:** Public Service and Transportation Committee

**RE:** Franklin County Health Department Contract

---

Approval:

|                         |                          |                            |
|-------------------------|--------------------------|----------------------------|
| Completed<br>Joe Begeny | Completed<br>Chris Shook | Completed<br>Stephen Cicak |
|-------------------------|--------------------------|----------------------------|

This legislation is a housekeeping item to renew the contract with the Franklin County Health Department for services to the City of Reynoldsburg. The contract costs a percapita rate of \$9.14 based on a population of 37,571 for a total of \$343,398.94 annually.

**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**

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 with the District Advisory Council of the Franklin County General Health District and Franklin County Public Health for health services to the City of Reynoldsburg from January 1, 2021 to December 31, 2021.

The agreement and all associated exhibits are attached as Exhibit "A" and shall be incorporated by reference herein.

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

SECTION 2. That the cost of services is based upon per capita rate of \$9.14 for a population of 37,571 totaling \$343,398.94.

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



**CONTRACT**  
Between  
FRANKLIN COUNTY BOARD OF HEALTH  
And  
CITY OF REYNOLDSBURG

This contract entered into by and between the City of Reynoldsburg (hereafter referred to as "City"), with its principal address being 7232 East Main Street, Reynoldsburg, Ohio 43068, and the Board of Health of the Franklin County General Health District (hereafter referred to as "Board" or "Franklin County Public Health") for 2021 Public Health Services under the approval of Resolution No. 20-122, dated September 15, 2020.

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

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

The District Advisory Council (hereafter referred to as "Council") of the Franklin County General Health District, created by ORC 3709.03, after giving due notice by publication as required by law, held a public meeting on March 25, 2020, at which by a majority vote of members representing the Council voted affirmatively to provide public health services to the cities in Franklin County, and did authorize the Chairman of the Council to enter into a contract with the Mayor of each city to provide public health services therein.

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

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

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

## **SECTION 1 – SERVICES**

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

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

- (100) Definitions
- (101) Collection Vehicle Registration, Inspection and Operation for Prevention of Nuisances
- (102) Property Health and Sanitation
- (103) Plumbing for Commercial, Public and Residential Buildings and Places
- (104) Rabies Control
- (105) Approval of Building Plans
- (106) Sewage Treatment Systems
- (199) Administration and Enforcement

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

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

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

## **SECTION 2 – TERM**

Said public health services shall be furnished beginning January 1, 2021 and ending December 31, 2021 provided, however, that either party to this agreement shall have the right to cancel the same upon four (4) months written notice and the parties hereto may, by mutual written agreement, modify the terms of this agreement.

## **SECTION 3 – COMMUNICATION**

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

## **SECTION 4 – PUBLIC HEALTH PAYMENT, FEES & CHARGES**

The City, Ohio shall pay the Board for said public health services furnished to the City and the inhabitants thereof, such sum or sums of money based on a per capita rate as would be charged against municipal corporations composing the Franklin County General Health District at a per capita rate of \$9.1361.

Said sums of money shall be paid to the Board in installments of 50% of the total contract amount in January 2021 and 50% of the total contract amount in June 2021 through the

process of withholding the installment amounts from the semi-annual real estate tax settlement distribution to be received by the City and transferred to the Board by the Settlement Officer of the Franklin County Auditor. The sum for 2021 shall not exceed \$343,974.17, notwithstanding any fee established pursuant to the sections set forth below.

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

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

#### **SECTION 5 - PLUMBING INSPECTION SERVICES AND FEES**

The Board shall, for the consideration hereinafter stated, furnish to the City, all plumbing and medical gas inspections as are furnished to all inhabitants within the general health district of Franklin County. Inspectors are to be state certified by the Ohio Department of Commerce.

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

#### **SECTION 6 – APPROVAL**

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

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

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

DISTRICT ADVISORY COUNCIL OF THE  
FRANKLIN COUNTY GENERAL HEALTH DISTRICT

\_\_\_\_\_  
Chairperson Date

FRANKLIN COUNTY PUBLIC HEALTH

\_\_\_\_\_  
Joe Mazzola, MPA Date  
Health Commissioner

THE CITY OF REYNOLDSBURG, OHIO

\_\_\_\_\_  
Mayor Joe Begeny Date

APPROVED AS TO FORM:

Ron O'Brien  
Prosecuting Attorney  
Franklin County, Ohio

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

\_\_\_\_\_  
City Attorney Date  
City of Reynoldsburg, Ohio

Attachment: Franklin County Public Health Contract Agreement (Franklin County Health Department Contract 2021)

**FINANCIAL CERTIFICATE**

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

\_\_\_\_\_  
Fiscal Officer  
City of Reynoldsburg, Ohio

\_\_\_\_\_  
Date

## EXHIBIT A SCOPE OF WORK

Franklin County Public Health ("Board"), hereby agrees to provide health services for the City for the calendar year 2021 as set forth below ("Services").

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

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

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

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

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

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



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


---

**DATE:** December 7, 2020

**TO:** Public Service and Transportation Committee

**RE:** Bridge Inspection Services Contract

---

Approval:

|                         |                          |                            |
|-------------------------|--------------------------|----------------------------|
| Completed<br>Joe Begeny | Completed<br>Chris Shook | Completed<br>Stephen Cicak |
|-------------------------|--------------------------|----------------------------|

Emergency/Suspension: Emergency

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

This legislation is a free program offered to cities with a population of less than fifty thousand. The State of Ohio will contract on our behalf the inspections and reporting of our ten city owned bridges. I would like to have this passed as a two-read emergency measure to ensure we get on their list for next year.

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT  
WITH THE STATE OF OHIO FOR ADMINISTRATION/INSPECTION/TESTING  
SERVICES FOR BRIDGES OWNED BY THE CITY OF REYNOLDSBURG, AND  
DECLARING AN EMERGENCY**

WHEREAS, the City of Reynoldsburg, Franklin County, Ohio, hereinafter referred to as the Local Public Agency (LPA), has determined the need for Bridge Inspection Program Services including, but not limited to, routine inspections, element level inspections, critical-findings reports, fracture critical member inspections, load rating calculations and reports, weight limits posting sign recommendations, scour assessments, scour plan of actions, development of fracture critical plans, and understate dive inspection reports, if needed.



## **Service Department**

**Bill Dorman**

**7232 E. Main Street**

**Reynoldsburg OH 43068**

**Phone**

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF REYNOLDSBURG, OHIO, that:

Section 1. The Reynoldsburg City Council is hereby authorizes the Mayor to enter into a contract with

the Director of Transportation for Bridge Inspection Program Services.

Section 2. Being in the public interest, the LPA gives consent to the Director of

Transportation to complete the above described project.

Section 3. The LPA shall cooperate with the Director of Transportation for the Bridge Inspection Program Services.

Section 4. The State shall assume and bear 100% of all of the cost for Bridge Inspection program Services requested by the City and agreed to by the State. Eligible Bridge Inspection Services are described in the Consultant's Scope of Services Task order Contract (Exhibit A).

Section 5. The LPA agrees to pay 100% of the cost of those features, which are not included in Exhibit A. Those features may include, but not limited to, the purchasing and erecting the recommended weight limits postings signs, the implementation of critical findings reports such as partial or total bridge closures, the implementation of the scour plan of actions. When recommendations affect public safety, ODOT expects full implementation by the LPA. Starting in October 2019, FHWA requires installing weight limits posting signs within 30 days from the official date of the approved recommendations. Timely implementation is essential to the success of this program.

Section 6. The LPA agrees that all rights-of-way required for the described project will be made available in accordance with current state and federal regulations.

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

Section 7. That this Ordinance is deemed to be an emergency measure necessary to expedite the highway project and to promote highway safety; wherefore upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.

Approved Final Scope of Services Minutes Date: \_\_\_\_\_

## **GENERAL ENGINEERING SERVICES Central Office, Office of Structural Engineering Scope of Services**

The CONSULTANT may be required to perform the following services on a task order type basis for bridges designated by regulation or by agreement as City or Village inspection responsibility. Tasks which may include but are not limited to the following:

### **Task 1 - Scour Tasks**

- Task 1A - Scour Critical Assessment
- Task 1B - Scour Plan-of-Action
- Task 1C – Scour Analysis

### **Task 2 - Load Rating Tasks**

- Task 2A - Field Measurements for Load Rating
- Task 2B - Load Rating Calculations

### **Task 3 – SMS Structure Inventory and Review**

### **Task 4 – Inspection Procedures**

- Task 4A - Fracture Critical Plan
- Task 4B – Underwater Inspection Procedures

### **Task 5 - Bridge Inspection**

- Task 5A – Routine Bridge Inspection
- Task 5B – Fracture Critical Inspection
- Task 5C – Underwater Dive Inspection

Services shall be conducted in accordance with the following:

- ODOT Manual of Bridge Inspection, Latest Version
- ODOT SMS Bridge and Inventory Coding Guide, Latest Version
- ODOT Bridge Design Manual, Section 900), Latest Version
- Hydraulic Engineering Circulars 18, 20 and 23
- The Manual for Bridge Evaluation, Second Edition 2013 interim with revisions, AASHTO

**General Engineering Services Scope of Services  
Central Office, Office of Structural Engineering  
PID No. 109334**

Publication

- Bridge Inspector's Reference Manual, FHWA NHI Publication Number: 12-049, Publication Year: 2012
- Underwater Bridge Inspection, FHWA Publication Number: FHWA NHI-10-027, Publication Year: 2010

The CONSULTANT shall maintain a project cost accounting system that will segregate costs for individual task orders. The invoicing progress reports shall be detailed enough to show the breakdown of each assigned structure indicating the status of all subtasks. Completion of the individual subtasks is necessary for reimbursement credits.

The Department will be performing an annual Quality Assurance Review (QAR) for each selected consultant in accordance with Manual of Bridge Inspection to ensure accuracy and consistency of the inspection and documentation in SMS. This typically includes an office and field review.

The project will be divided into four (4) sub-projects (SP). A CONSULTANT will be selected for each sub-project. Municipalities opted into the previous inspection program will have the option to renew their legislation. Municipalities with population greater than 50,000 people are excluded from the program. The sub-projects have the following general geographic areas, category characteristics, and maximum contract values for the municipalities with municipal inspection responsibility obtained from SMS data as of March 2019.

**Project: SP01 - District (1, 2, &3), Total Structures = 435\***

| Type                                | L ≤ 20' | 20' < L ≤ 60' | 60' < L ≤ 200' | L > 200' | Total      |
|-------------------------------------|---------|---------------|----------------|----------|------------|
| <b>Single Span</b>                  | 170     | 158           | 24             | 0        | <b>352</b> |
| <b>Multi-Span</b>                   | 21      | 18            | 29             | 15       | <b>83</b>  |
| <b>Culvert</b>                      | 156     | 45            | 0              | 0        | <b>201</b> |
| <b>Truss</b>                        | 0       | 0             | 2              | 0        | <b>2</b>   |
| <b>Underwater Inspection</b>        | 0       | 0             | 0              | 0        | <b>0</b>   |
| <b>Fracture Critical Inspection</b> | 0       | 4             | 0              | 0        | <b>4</b>   |
| <b>Load Rating**</b>                | 149     | 75            | 16             | 10       | <b>250</b> |

\* Level 1 bridge inspection structures

\*\* Tasked as budget allows w/priority for NBI bridges

**General Engineering Services Scope of Services**  
**Central Office, Office of Structural Engineering**  
**PID No. 109334**

**Project: SP02 - District (4, 11, &12), Total Structures = 270\***

| Type                         | L ≤ 20' | 20' < L ≤ 60' | 60' < L ≤ 200' | L > 200' | Total |
|------------------------------|---------|---------------|----------------|----------|-------|
| Single Span                  | 86      | 86            | 25             | 0        | 197   |
| Multi-Span                   | 16      | 14            | 27             | 16       | 73    |
| Culvert                      | 82      | 36            | 0              | 0        | 118   |
| Truss                        | 1       | 1             | 5              | 0        | 7     |
| Underwater Inspection        | 0       | 0             | 0              | 1        | 1     |
| Fracture Critical Inspection | 0       | 1             | 5              | 0        | 6     |
| Load Rating**                | 67      | 35            | 16             | 5        | 123   |

\* Level 1 Bridge Inspection structures

\*\* Tasked as budget allows w/priority for NBI bridges

**Project: SP03 - District (5, 6, &10), Total Structures = 355\***

| Type                         | L ≤ 20' | 20' < L ≤ 60' | 60' < L ≤ 200' | L > 200' | Total |
|------------------------------|---------|---------------|----------------|----------|-------|
| Single Span                  | 132     | 126           | 29             | 0        | 287   |
| Multi-Span                   | 7       | 8             | 35             | 18       | 68    |
| Culvert                      | 108     | 62            | 4              | 0        | 174   |
| Truss                        | 0       | 0             | 8              | 0        | 8     |
| Underwater Inspection        | 0       | 0             | 1              | 1        | 2     |
| Fracture Critical Inspection | 0       | 0             | 8              | 1        | 9     |
| Load Rating**                | 141     | 73            | 20             | 8        | 242   |

\* Level 1 bridge inspection structures

\*\* Tasked as budget allows w/priority for NBI bridges

**Project: SP04 - District (7, 8 &9), Total Structures = 426\***

| Type                         | L ≤ 20' | 20' < L ≤ 60' | 60' < L ≤ 200' | L > 200' | Total |
|------------------------------|---------|---------------|----------------|----------|-------|
| Single Span                  | 150     | 125           | 29             | 0        | 304   |
| Multi-Span                   | 27      | 42            | 41             | 12       | 122   |
| Culvert                      | 135     | 93            | 30             |          | 231   |
| Truss                        | 0       | 1             | 5              | 1        | 7     |
| Underwater Inspection        | 0       | 0             | 1              | 1        | 2     |
| Fracture Critical Inspection | 0       | 2             | 4              | 1        | 7     |
| Load Rating                  | 180     | 81            | 27             | 2        | 290   |

\* Level 1 bridge inspection structures

\*\* Tasked as budget allows w/priority for NBI bridges

Attachment: general engineering bridge services (Bridge Inspection Agreement)

**General Engineering Services Scope of Services  
Central Office, Office of Structural Engineering  
PID No. 109334**

Please note that the total number of structure types is estimated based on current SMS data query, and it may be adjusted when tasks are assigned in the future.

### **UNDERSTANDING**

1. Inspections shall be completed by firm's full-time staff prequalified with ODOT for Level 1 bridge inspection according to the Manual of Bridge Inspection.
2. Task order are intended for maintaining compliance with the FHWA 23-Mertics, Ohio Revised Code, and ODOT policy manuals. Deadlines set by the task orders shall be respected.
3. All reports and records compiled under this agreement shall become the property of the City or Village and shall be housed in the City or Village. ODOT shall receive an electronic copy of plans, analysis files, reports and other items mentioned below.
  - a) CONSULTANT shall perform all applicable updates to SMS with new or revised information for structure inventory and appraisal data, inspections, scour, fracture critical members, and load ratings.
  - b) CONSULTANT shall submit copies of all reports and calculations electronically, or in hard copies when requested, to the City or Village for inclusion in their bridge records.
  - c) This includes, as applicable, a printed copy of the inspection report, Scour Plan-of-Action, Fracture Critical Plan, load rating report, gusset plate analysis, inspection procedures, and field measurement notes, digital pictures as well as a reproducible digital data file (.pdf, .doc, .xml, and .xls formats).
4. Copies of all transmittal letters related to this Task Order shall be submitted to Central Office, Office of Structural Engineering.
  - a) When required, CONSULTANTS shall locate the original construction plans, as-built, and shop drawings from archive locations specified by the municipality and upload them onto SMS.

**Services to be furnished by CONSULTANT may include:**

### **TASK 1 - SCOUR TASKS**

**Task 1A – Scour Critical Susceptibility NBIS Item 113)** - The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection. Deliverables include field notes, a completed Scour Critical Assessment Checklist as per Appendix I of the 2014 Manual of Bridge Inspection, and any other reference material needed for the bridge

**General Engineering Services Scope of Services**  
**Central Office, Office of Structural Engineering**  
**PID No. 109334**

owner to properly maintain their bridge files. Channel photos or cross sections maybe tasked under this item if assigned.

**Task 1B - Scour Plan-of-Action** - The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection Appendix H for the scope of this task. Deliverables include a completed Scour Plan-of-Action, field notes, calculations, and any other reference material needed by bridge owner to maintain bridge files.

## **TASK 2 – LOAD RATING TASKS**

**Task 2A - Field Measurements for Load Rating** - Should no plans exist or if additional information is required, each main member shall be field measured for load rating. The condition of the member should be noted on the field documentation. All measurements shall be included in the load rating report.

**Task 2B - Load Rating Calculations** – A bridge carrying vehicular traffic shall be rated to determine the safe load carrying capacity. The CONSULTANT shall review existing bridge plans and inspection reports and other inspection information such as photographs and estimates of section loss for bridge members and connections. The analysis for existing structures shall be performed for AASHTO HS20-44 [MS 18] (truck, lane, & military) loading for both inventory and operating levels, and for the four Ohio Legal Loads including the special hauling vehicles (2F1, 3F1, 4F1, and 5C1, SU4, SU5, SU6, SU7, EV2, and EV3) at operating level. The CONSULTANT shall try to complete the load rating analysis utilizing BrR (Virtis) at first. Hand-calculations or Spreadsheets if BrR is not applicable. The BrR analysis file, other load rating files, and BR100 shall be included with the submittal to OSE.

The inventory and operating ratings shall be coded as per the most recent version of the ODOT Bridge Inventory Coding Guide. Update SMS Inventory with the load rating results and upload BR100 pdf file.

The electronic deliverable shall include if applicable an Excel spreadsheet or other files used for analysis for each bridge which shall include the member areas, member capacities both with and without section loss, influence lines (can be the ordinates or graph of the lines), dead loads and dead load stresses in members, live loads and live load stresses in members for all truck loadings and the load ratings of the members. Truck loadings to be used for the ratings are specified in BDM Section 900.

The Load Rating Report shall be prepared by a registered or non-registered engineer and it shall be checked, signed, sealed and dated by an Ohio Registered Professional Engineer.

The Load Rating Report shall explain the method used to calculate the load rating of each bridge.

**General Engineering Services Scope of Services**  
**Central Office, Office of Structural Engineering**  
**PID No. 109334**

AASHTO Load Factor Rating (LFR) shall be utilized for all bridges not designed by Load and Resistance Factor Design. AASHTO Load and Resistance Factor Rating (LRFR) shall be utilized for all structures designed for HL93 loading starting October 2010.

Load Rating Report Submittal to the City or Village shall include:

- a. Two (2) printed copies and one electronic pdf copy of the Load Rating Report for each bridge.
- b. Final summary of inventory and operating ratings for each member and the overall ratings of the structure shall be presented for each live load truck. An acceptable format is ODOT form BR-100.
- c. Analysis program input files. Both input and output files shall be submitted when programs other than BrR or spreadsheets are used.
- d. All calculations related to the load rating.
- e. If applicable, the weight limits posting recommendations including a copy of the standard posting sign; such as R12-1 (24" x 30"), R12-H5 (30" x 48"), and R12-H7 (30" x 30").

### **TASK 3 – SMS STRUCTURE INVENTORY AND REVIEW**

The scope of this task includes a limited review of the structure inventory data in the ODOT SMS. In general, the CONSULTANT shall review specific existing ODOT bridge inventory records (as provided by the City and approved by ODOT) of the designated bridge. The CONSULTANT may download the inventory report, which contains inventory data for each bridge on file with ODOT from the ODOT website. The CONSULTANT shall verify this data and determine if the ODOT SMS structure file information needs changing. If no changes are necessary, then no SMS inventory needs to be filled out. If changes are necessary, the scope of this task shall also include completing and filing inventory updates (and supplements, as needed) in SMS. The CONSULTANT shall refer to the ODOT Office of Structural Engineering Inventory and Coding Guide of SMS for inventory coding details.

### **TASK 4 – INSPECTION PROCEDURES**

**Task 4A – Fracture Critical Plan** – A Fracture Critical Member Plan and inspection procedure shall be developed and updated. For more details, refer to Chapter 4: Inspection Types in the Manual of Bridge Inspection. It shall include:

1. Sketches of the superstructure with locations of all fatigue and fracture prone details identified.
  - a. Use framing plan or schematic with detail locations labeled and a legend explaining each labeled item on the scheme.



**General Engineering Services Scope of Services**  
**Central Office, Office of Structural Engineering**  
**PID No. 109334**

- b. Use an elevation view for trusses.
  - c. Classify similar fatigue/fracture prone details as types (e.g. end of partial cover plate).
- 2. A table or location of important structural details indicating:
  - a. Type of detail (e.g. end of partial cover plate, short web gap, etc.)
  - b. Location of each occurrence of detail
  - c. AASHTO Fatigue Category of detail
  - d. Identify retrofits previously installed
- 3. Risk Factors Influencing the inspector access.

Photos and sketches shall be properly referenced. The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection for additional details on the scope of this task.

**Task 4B – Underwater Inspection Procedures** – An underwater inspection procedure shall be developed. For more details, refer to Chapter 4: Underwater Inspections in the Manual of Bridge Inspection. Please note that ODOT has recently revised Appendix F of the inspection manual. The diving team shall fill out or update the new form and upload it on SMS prior to performing the actual dives. Please contact OSE for a copy of a blank form if not uploaded on SMS at the time.

## **TASK 5 – BRIDGE INSPECTION**

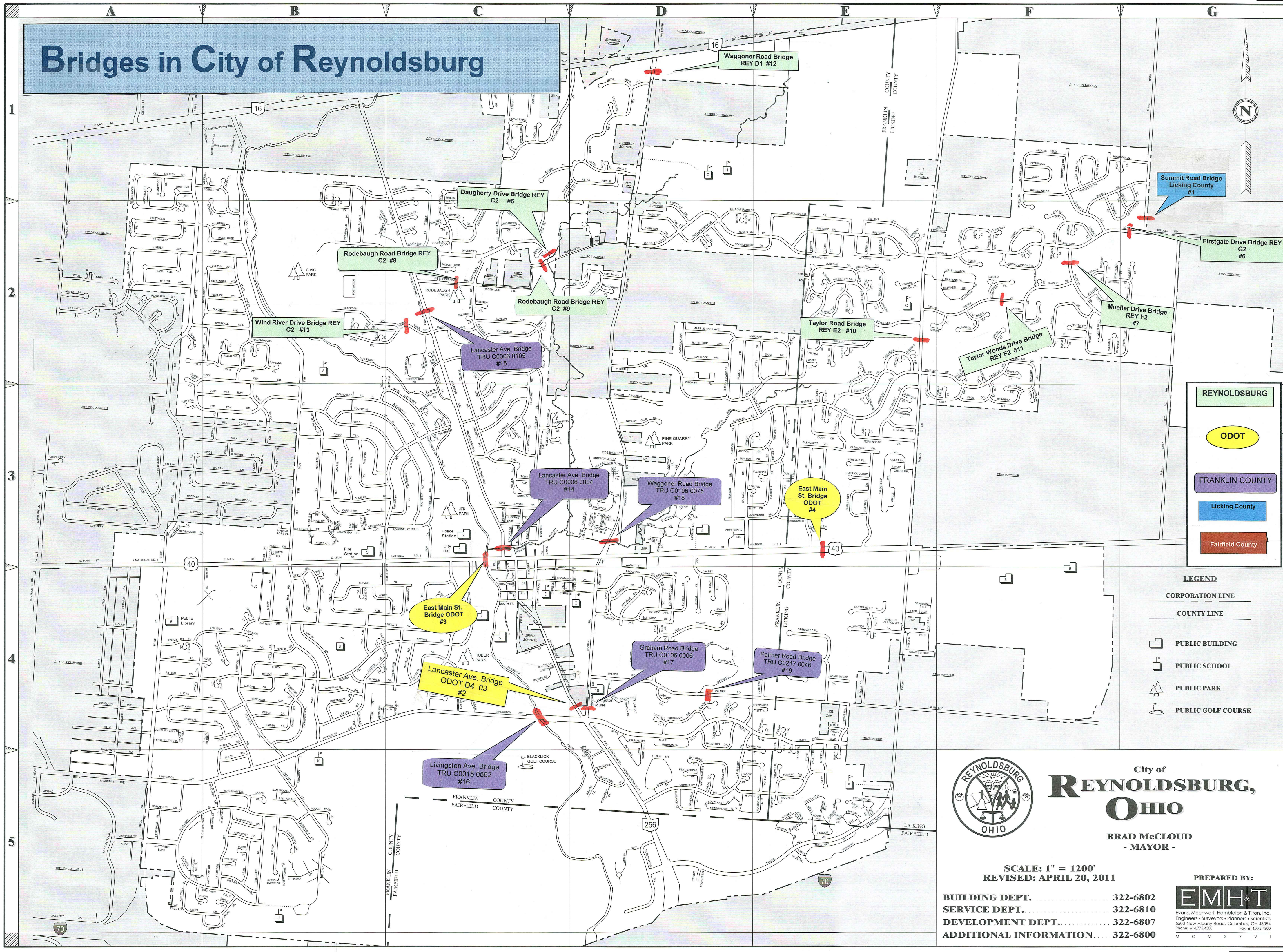
**Task 5A – Routine Bridge Inspection (SMS Input)** - Perform a routine field inspection of the structure to determine the general condition. The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection for additional details on the scope of this task. Section 1111 of the Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21) modified 23 U.S.C.144, requires Ohio to report bridge element level data for NBIS bridges on the National Highway System (NHS) to FHWA. A condition rating or element level inspection will be assigned. This task includes: Condition Rating Inspection for non-NBI structures, Condition Rating Inspection for NBI structures, and Element Level Inspection for NBI classified as NHS.

**Task 5B – Fracture Critical Inspection** - Perform a fracture critical field inspection of fracture critical items. The CONSULTANT shall update the FCM inspection procedure with current photos and descriptions. The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection for additional details on the scope of this task.

**Task 5C – Underwater Dive Inspection** – Perform Underwater/ In-Water inspection of substructure units according to the cycle shown in SMS. Emergency underwater inspection may arise for specific structures over the duration of the contract period. Work shall be done in accordance with the reference manuals and inspection procedure. Scour risk shall be evaluated after field and data collection.



# Bridges in City of Reynoldsburg



Attachment: 2017 Bridge map (Bridge Inspection Agreement)

**REYNOLDSBURG**

**ODOT**

**FRANKLIN COUNTY**

**Licking County**

**Fairfield County**

- LEGEND**
- CORPORATION LINE**
- COUNTY LINE**
- PUBLIC BUILDING
  - PUBLIC SCHOOL
  - PUBLIC PARK
  - PUBLIC GOLF COURSE

**City of REYNOLDSBURG, OHIO**

**BRAD McCLOUD - MAYOR -**

SCALE: 1" = 1200'  
REVISED: APRIL 20, 2011

**BUILDING DEPT. 322-6802**  
**SERVICE DEPT. 322-6810**  
**DEVELOPMENT DEPT. 322-6807**  
**ADDITIONAL INFORMATION 322-6800**

**PREPARED BY: EMHT**  
Evans, Mechwart, Hambleton & Tilton, Inc.  
Engineers • Surveyors • Planners • Scientists  
5500 New Albany Road, Columbus, OH 43254  
Phone: 614.775.4300 Fax: 614.775.4800



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


---

**DATE:** December 7, 2020

**TO:** Finance and Administration Committee

**RE:** Amend Sections 160.01, 160.02, 160.03, 160.04, 160.5 and 160.08 in Chapter 160

---

Approval:

|                         |                          |                            |
|-------------------------|--------------------------|----------------------------|
| Completed<br>Joe Begeny | Completed<br>Chris Shook | Completed<br>Stephen Cicak |
|-------------------------|--------------------------|----------------------------|

**AN ORDINANCE TO AMEND CHAPTER 160 SECTION 160.01 DEFINITIONS, SECTION 160.02 AUTHORIZED POSITIONS, PERSONNEL, CLASSIFICATIONS AND PAY GRADES, SECTION 160.03 SALARY SCHEDULE, SECTION 160.04 OTHER COMPENSATION, SECTION 160.05 OVERTIME ELIGIBILITY, AND SECTION 160.08 ADMINISTRATION OF PAY PLAN OF THE CODE OF ORDINANCES FOR THE CITY OF REYNOLDSBURG, OHIO**

WHEREAS, the Council of the City of Reynoldsburg, Ohio, has determined that it is necessary to amend Reynoldsburg Chapter 160.

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

SECTION 1. That the City of Reynoldsburg, Ohio Chapter 160 does hereby amend the Section 160.01 Definitions, Section 160.02 Authorized Positions, Personnel, Classifications and Pay Grades, Section 160.03 Salary Schedule, Section 160.04 Other Compensation, Section 160.05 Overtime Eligibility and Section 160.08 Administration of Pay Plan polices to read as follows:

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

See Exhibit "A" attached hereto and incorporated herein.

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

**City of Reynoldsburg, Ohio**

**Chapter 160**

**Employee Compensation**

Attachment: Chapter 160 Fall 2020 (Updates for Chapter 160 for 2021)

Effective 5/25/2020

## TABLE OF CONTENTS

|        |                                                                       |    |
|--------|-----------------------------------------------------------------------|----|
| 160.01 | DEFINITIONS.....                                                      | 1  |
| 160.02 | AUTHORIZED POSITIONS, PERSONNEL,<br>CLASSIFICATION AND PAY GRADE..... | 8  |
| 160.03 | SALARY SCHEDULE.....                                                  | 11 |
| 160.04 | OTHER COMPENSATION.....                                               | 13 |
| 160.05 | OVERTIME ELIGIBILITY.....                                             | 14 |
| 160.06 | OVERTIME PAY.....                                                     | 14 |
| 160.07 | LONGEVITY.....                                                        | 15 |
| 160.08 | ADMINISTRATION OF PAY PLAN.....                                       | 16 |
| 160.09 | GROUP INSURANCE.....                                                  | 17 |
| 160.10 | EDUCATIONAL ASSISTANCE.....                                           | 18 |
| 160.11 | CITY CLOTHING PROVIDED.....                                           | 19 |
| 160.12 | CITY CLOTHING PROVIDED (SENIOR POLICE MANAGEMENT).....                | 20 |

## 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**

**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.

Temporary Appointment: Temporary appointments within the classified services are addressed in the Civil Service Rules.

Transfer: voluntary and/or involuntary reassignment from one position and/or 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 employees 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> |
|-----------------------------------------------|------------------|-----------------------|------------------|
| <b>(a) ADMINISTRATIVE</b>                     |                  |                       |                  |
| 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                | Unclassified          | 15               |
| Clerk of Courts                               | 1                | Unclassified          | 18               |
| Assistant Clerk of Courts                     | 1                | Classified            | 11               |
| Data Entry Operator                           | 1p/t             | Classified            | 8                |
| Data Entry Operator                           | 1                | Classified            | 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               |
| <u>Special Events and Media Coordinator 1</u> |                  | <u>Unclassified</u>   | <u>12</u>        |
| <b>(b) DEPARTMENT OF COMPUTER SYSTEMS</b>     |                  |                       |                  |
| Director of Computer Systems                  | 1                | Unclassified          | 22               |
| Network Systems Administrator                 | 1                | Classified            | 19               |
| <b>(c) DEPARTMENT OF DEVELOPMENT</b>          |                  |                       |                  |
| Development Director                          | 1                | Unclassified          | 22               |
| Development Director                          |                  |                       |                  |
| Administrative Assistant                      | 1                | Unclassified          | 13               |
| Planning & Zoning Administrator               | 1                | Classified            | 19               |
| <b>(d) HUMAN RESOURCES DEPARTMENT</b>         |                  |                       |                  |
| Director of Human Resources                   | 1                | Unclassified          | 22               |
| Human Resources Generalist                    | 1                | Unclassified          | 12               |

**(e) PARKS & RECREATION DEPARTMENT**

|                                             |              |                         |                |
|---------------------------------------------|--------------|-------------------------|----------------|
| Director                                    | 1            | Unclassified            | 22             |
| Administrative Assistant                    | 1            | Unclassified            | 13             |
| Senior Center Manager                       | 1            | Classified              | 16             |
| <del>Special Events/Media Coordinator</del> | <del>1</del> | <del>Unclassified</del> | <del>12</del>  |
| Senior Citizens Assistant                   | 2 p/t        | Classified              | <del>75</del>  |
| Senior Center Activities Instructor         | 1 p/t        | Classified              | <del>53</del>  |
| Recreation Superintendent                   | 1            | Classified              | 16             |
| Grounds Superintendent                      | 1            | Classified              | 16             |
| Assistant Grounds Superintendent/Arborist   | 1            | Classified              | 14             |
| Parks Grounds Maintenance                   | 2            | Classified              | <del>3-4</del> |
| 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                                | 9     | Classified   | See Chapter 162        |
| Support Services Supervisor               | 1     | Classified   | 18                     |
| Property Room Coordinator                 | 1     | Classified   | 10                     |
| Property Room Clerk                       | 1p/t  | Classified   | 7                      |
| Chief of Police                           |       |              |                        |
| Administrative Assistant                  | 1     | Classified   | 14                     |
| Public Safety Records Technician          | 2     | Classified   | 9                      |
| Public Safety Records/Research Technician | 1     | Classified   | 10                     |
| Court Specialist                          | 1     | Classified   | <del>9</del> <u>10</u> |
| Detective Bureau Administrative Assistant | 1     | Classified   | 9                      |
| Command & Staff Administrative Assistant  | 1     | Classified   | <del>10-11</del>       |
| Accreditation Manager                     | 1 p/t | Classified   | 10                     |
| Training Coordinator                      | 1p/t  | Classified   | 10                     |
| Court Liaison                             | 2 p/t | Classified   | 13                     |

**(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   | -610  |
| (3) Water/Wastewater Division                    |    |              |       |
| Superintendent                                   | 1  | Classified   | 18    |
| Asst. Superintendent                             | 1  | Classified   | 15    |
| Maintenance Spec/Equip Operator                  | 6  | Classified   | 10    |
| Billing <del>Supervisor</del> <u>Manager</u>     | 1  | Classified   | 14 15 |
| Account Clerk 2                                  | 4  | Classified   | -7 8  |
| (4) Street Division                              |    |              |       |
| Superintendent                                   | 1  | Classified   | 17 18 |
| 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                    |    |              |       |
| 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         | <del>\$ 15.15</del> | <del>\$ 15.91</del> | <del>\$ 16.70</del> | <del>\$ 17.54</del> | <del>\$ 18.41</del> | <del>\$ 19.34</del> | <del>\$ 20.30</del> |
| 4         | <del>\$ 15.29</del> | <del>\$ 16.88</del> | <del>\$ 18.51</del> | <del>\$ 20.12</del> | <del>\$ 21.74</del> | <del>\$ 23.30</del> | <del>\$ 24.96</del> |
| 5         | <del>\$ 15.67</del> | <del>\$ 17.30</del> | <del>\$ 18.97</del> | <del>\$ 20.62</del> | <del>\$ 22.29</del> | <del>\$ 23.89</del> | <del>\$ 25.58</del> |
| 6         | <del>\$ 15.98</del> | <del>\$ 17.65</del> | <del>\$ 19.35</del> | <del>\$ 21.02</del> | <del>\$ 22.73</del> | <del>\$ 24.36</del> | <del>\$ 26.09</del> |
| 7         | <del>\$ 16.56</del> | <del>\$ 18.00</del> | <del>\$ 19.74</del> | <del>\$ 21.44</del> | <del>\$ 23.18</del> | <del>\$ 24.85</del> | <del>\$ 26.61</del> |
| 8         | <del>\$ 17.48</del> | <del>\$ 19.13</del> | <del>\$ 20.78</del> | <del>\$ 22.45</del> | <del>\$ 24.08</del> | <del>\$ 25.75</del> | <del>\$ 27.41</del> |
| 9         | <del>\$ 18.32</del> | <del>\$ 20.05</del> | <del>\$ 21.78</del> | <del>\$ 23.53</del> | <del>\$ 25.24</del> | <del>\$ 26.99</del> | <del>\$ 28.73</del> |
| 10        | <del>\$ 18.78</del> | <del>\$ 20.55</del> | <del>\$ 22.53</del> | <del>\$ 24.12</del> | <del>\$ 25.87</del> | <del>\$ 27.67</del> | <del>\$ 29.45</del> |
| 11        | <del>\$ 19.15</del> | <del>\$ 20.96</del> | <del>\$ 22.77</del> | <del>\$ 24.60</del> | <del>\$ 26.38</del> | <del>\$ 28.22</del> | <del>\$ 30.04</del> |
| 12        | <del>\$ 19.53</del> | <del>\$ 21.38</del> | <del>\$ 23.23</del> | <del>\$ 25.09</del> | <del>\$ 26.91</del> | <del>\$ 28.78</del> | <del>\$ 30.64</del> |
| 13        | <del>\$ 19.92</del> | <del>\$ 21.81</del> | <del>\$ 23.69</del> | <del>\$ 25.59</del> | <del>\$ 27.45</del> | <del>\$ 29.36</del> | <del>\$ 31.25</del> |
| 14        | <del>\$ 20.32</del> | <del>\$ 22.24</del> | <del>\$ 24.16</del> | <del>\$ 26.11</del> | <del>\$ 27.99</del> | <del>\$ 29.95</del> | <del>\$ 31.88</del> |
| 15        | <del>\$ 20.65</del> | <del>\$ 22.69</del> | <del>\$ 24.65</del> | <del>\$ 26.63</del> | <del>\$ 28.55</del> | <del>\$ 30.55</del> | <del>\$ 32.52</del> |

Attachment: Chapter 160 Fall 2020 (Updates for Chapter 160 for 2021)

| Pay Grade | Step 1  | Year 2 COLA | Step 2  | Year 4 COLA | Step 3  | Year 6 COLA | Step 4  | Year 8 COLA | Step 5  | Year 10 COLA | Step 6  |
|-----------|---------|-------------|---------|-------------|---------|-------------|---------|-------------|---------|--------------|---------|
|           |         | 2%          |         | 2%          |         | 2%          |         | 2%          |         | 2%           |         |
| 3         | \$15.91 | COLA        | \$16.70 | COLA        | \$17.54 | COLA        | \$18.41 | COLA        | \$19.34 | COLA         | \$20.30 |
|           |         | 2%          |         | 2%          |         | 2%          |         | 2%          |         | 2%           |         |
| 4         | \$16.88 | COLA        | \$18.51 | COLA        | \$20.12 | COLA        | \$21.74 | COLA        | \$23.30 | COLA         | \$24.96 |
|           |         | 2%          |         | 2%          |         | 2%          |         | 2%          |         | 2%           |         |
| 5         | \$17.30 | COLA        | \$18.97 | COLA        | \$20.62 | COLA        | \$22.29 | COLA        | \$23.89 | COLA         | \$25.58 |
|           |         | 2%          |         | 2%          |         | 2%          |         | 2%          |         | 2%           |         |
| 6         | \$17.65 | COLA        | \$19.35 | COLA        | \$21.02 | COLA        | \$22.73 | COLA        | \$24.36 | COLA         | \$26.09 |
|           |         | 2%          |         | 2%          |         | 2%          |         | 2%          |         | 2%           |         |
| 7         | \$18.00 | COLA        | \$19.74 | COLA        | \$21.44 | COLA        | \$23.18 | COLA        | \$24.85 | COLA         | \$26.61 |
|           |         | 2%          |         | 2%          |         | 2%          |         | 2%          |         | 2%           |         |
| 8         | \$19.13 | COLA        | \$20.78 | COLA        | \$22.45 | COLA        | \$24.08 | COLA        | \$25.75 | COLA         | \$27.41 |
|           |         | 2%          |         | 2%          |         | 2%          |         | 2%          |         | 2%           |         |
| 9         | \$20.05 | COLA        | \$21.78 | COLA        | \$23.53 | COLA        | \$25.24 | COLA        | \$26.99 | COLA         | \$28.73 |
|           |         | 2%          |         | 2%          |         | 2%          |         | 2%          |         | 2%           |         |
| 10        | \$20.55 | COLA        | \$22.53 | COLA        | \$24.12 | COLA        | \$25.87 | COLA        | \$27.67 | COLA         | \$29.45 |
|           |         | 2%          |         | 2%          |         | 2%          |         | 2%          |         | 2%           |         |
| 11        | \$20.96 | COLA        | \$22.77 | COLA        | \$24.60 | COLA        | \$26.38 | COLA        | \$28.22 | COLA         | \$30.04 |
|           |         | 2%          |         | 2%          |         | 2%          |         | 2%          |         | 2%           |         |
| 12        | \$21.38 | COLA        | \$23.23 | COLA        | \$25.09 | COLA        | \$26.91 | COLA        | \$28.78 | COLA         | \$30.64 |
|           |         | 2%          |         | 2%          |         | 2%          |         | 2%          |         | 2%           |         |
| 13        | \$21.81 | COLA        | \$23.69 | COLA        | \$25.59 | COLA        | \$27.45 | COLA        | \$29.36 | COLA         | \$31.25 |
|           |         | 2%          |         | 2%          |         | 2%          |         | 2%          |         | 2%           |         |
| 14        | \$22.24 | COLA        | \$24.16 | COLA        | \$26.11 | COLA        | \$27.99 | COLA        | \$29.95 | COLA         | \$31.88 |
|           |         | 2%          |         | 2%          |         | 2%          |         | 2%          |         | 2%           |         |
| 15        | \$22.69 | COLA        | \$24.65 | COLA        | \$26.63 | COLA        | \$28.55 | COLA        | \$30.55 | COLA         | \$32.52 |

\*Nonexempt payroll will be based upon hourly rates derived from the annual rates.

\*\* Scale will automatically adjust by 2% each year beginning January 1, 2022.

## (b) SUPERVISORY PAY RANGE

| Pay Grade | Minimum                          | Maximum                          |
|-----------|----------------------------------|----------------------------------|
| 14        | \$ <del>24.50</del> <u>26.00</u> | <del>\$ 34.00</del> <u>40.00</u> |
| 15        | <del>\$ 25.50</del> <u>27.00</u> | \$ <del>36.00</del> <u>42.00</u> |
| 16        | \$ <del>26.00</del> <u>28.00</u> | \$ <del>38.00</del> <u>44.00</u> |
| 17        | \$ <del>27.00</del> <u>29.00</u> | \$ <del>41.00</del> <u>46.00</u> |
| 18        | \$ <del>28.00</del> <u>30.00</u> | <del>\$ 43.00</del> <u>48.00</u> |
| 19        | \$ <del>29.00</del> <u>31.00</u> | \$ <del>45.00</del> <u>50.00</u> |
| 20        | \$ <del>31.00</del> <u>32.00</u> | \$ <del>47.00</del> <u>52.00</u> |
| 21        | \$ <del>33.00</del> <u>34.00</u> | \$ <del>49.00</del> <u>54.00</u> |
| 22        | \$ <del>35.00</del> <u>36.00</u> | \$ <del>51.00</del> <u>56.00</u> |

\* Scale will automatically adjust by 2% each year beginning 2022.

## (c) Senior Police Management

| Pay Grade | Minimum                          | Maximum                          |
|-----------|----------------------------------|----------------------------------|
| 24A       | \$ <del>45.00</del> <u>50.00</u> | \$ <del>60.00</del> <u>65.00</u> |
| 26A       | \$ <del>50.00</del> <u>55.00</u> | \$ <del>65.00</del> <u>70.00</u> |

\*Nonexempt payroll will be based upon hourly rates derived from the annual rates.

\* Scale will automatically adjust by 2% each year beginning 2022.

(c) Part Time Employee

Part time employees' rate of pay shall ~~begin at the minimum~~ be set by the Appointing Authority within the 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 - \$12.00 per hour |

3) Street Department

|                         |                            |
|-------------------------|----------------------------|
| Street Seasonal Laborer | \$10.00 - \$12.00 per hour |
|-------------------------|----------------------------|

(e) Occasional Labor/Independent Contract

Unless otherwise indicated, occasional shall be paid at the rate mandated as the minimum wage by the Fair Labor Standards Act. Exceptions to this area are as follows:

(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 how many are within 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           |
| Tax Administrator                  | Finance Manager           |
| Assistant City Prosecutors         | Clerk of Council          |
| Planning & Zoning Administrator    | Assistant City Attorney   |

### Criminal Justice Program Administrator

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 <sup>th</sup> year         | 9 <sup>th</sup> year       | \$550.00 annually  |
| 10 <sup>th</sup> year        | 14 <sup>th</sup> year      | \$ 600.00 annually |
| 15 <sup>th</sup> year        | 19 <sup>th</sup> year      | \$ 650.00 annually |
| 20 <sup>th</sup> 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, 2019-2021 the City will implement update the 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. Each employee will move through their steps on the first of each year that falls on years that are odd numbers, unless the Appointing Authority makes an adjustment at another time during the year. The scale will adjust by two percent (2%) each year.~~

~~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.~~

- ~~2) 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. Based the qualification at the time of the initial hiring/transfer/promotion the Appointing Authority will determine what step an~~

employee are assigned. At the beginning of each calendar year, any adjustments in step assignments can be made at the discretion of the Appointing Authority.

In order to move to the next step an employee's performance must meet or exceed expectations. Any employee not meeting performance standards will be notified of a delay of the step increase by six-months. At the six-month mark there will be another evaluation of performance and if the employee meets the performance standards, they will be granted their step increase and then move forward to their next step on their anniversary date. The denial of an increase is not a disciplinary action nor a reduction in pay, the employee has simply not earned an increase.

- 3) If there are specific required certifications and/or licenses that is required for a position and it is earned, the Appointing Authority may authorize the moving to a higher step within the range.

- 4) 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. If the Appointing Authority determines that substantial permanent additional duties and responsibilities were assigned to a position, there may be an adjustments in salary at his/her discretion.

- ~~a. 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~~

(b) Cost of Living Adjustments

~~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. On each calendar year that is an even number, there will be a two-percent (2%) cost of living adjustment for all non-bargaining unit employees.~~

(c) 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 adjusted from their current pay grade and step and to the assigned pay grade and the step determined by the appointing authority.

## (d) 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 ratepay rate will be set by the Appointing Authority.~~ 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.

(e) All employee change forms must be signed by two elected officials for transparency purposes, not as an approval, but an acknowledgement.

## 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 15<sup>th</sup> 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.
7. Employees not required to wear uniforms daily, may be provided shirts, sweaters, and jackets, etc. with the City of Reynoldsburg logo. The clothing may be worn for work at any time but are primarily to be worn for special events where it is desired the City of Reynoldsburg employees can be identified.

All clothing purchased must be approved colors and be branded with City of Reynoldsburg logo/name. Department directors are responsible for approving clothing options with the City of Reynoldsburg logo.

While wearing city branded clothing, employees are to conduct themselves in a professional manner. This portion of the policy does not negate the ability of the City of Reynoldsburg from providing protective clothing, boots, vests, gloves, aprons or other items deemed protective in nature and intended for specific purposes.

Uniforms or clothing purchased by the city and distributed to employees will be treated as a fringe benefit, included as wages to the employee and subject to withholding tax purposes unless not permit by law.

#### 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                |
| <del>Trooper Winter Hat — 1</del>  | Gloves — 1 pair                |
| Hat, Summer — 1                    | Flashlight — 1 (3-cell)        |
| Raincoat Cover — 1                 | <del>Cite Bookholder — 2</del> |
| Hat Badge — 1                      | <del>Wristwatch — 1</del>      |
| Breast Badge — 2                   | Protective Vest — 1            |
| Name Plate — 2                     | Belt (Trouser) — 1             |
| Whistle — 1                        | Gun Belt — 1                   |
| Whistle Chain — 1                  | Service Weapon — 1             |
| <u>Formal Dress Police Uniform</u> |                                |

**City of Reynoldsburg, Ohio**

**Chapter 160**

**Employee Compensation**

~~Effective 5/25/2020~~1/1/2021

Attachment: Chapter 160 Fall 2020 REDRAFT 1.doc (Updates for Chapter 160 for 2021)

## TABLE OF CONTENTS

|        |                                                                       |    |
|--------|-----------------------------------------------------------------------|----|
| 160.01 | DEFINITIONS.....                                                      | 1  |
| 160.02 | AUTHORIZED POSITIONS, PERSONNEL,<br>CLASSIFICATION AND PAY GRADE..... | 8  |
| 160.03 | SALARY SCHEDULE.....                                                  | 11 |
| 160.04 | OTHER COMPENSATION.....                                               | 13 |
| 160.05 | OVERTIME ELIGIBILITY.....                                             | 14 |
| 160.06 | OVERTIME PAY.....                                                     | 14 |
| 160.07 | LONGEVITY.....                                                        | 15 |
| 160.08 | ADMINISTRATION OF PAY PLAN.....                                       | 16 |
| 160.09 | GROUP INSURANCE.....                                                  | 17 |
| 160.10 | EDUCATIONAL ASSISTANCE.....                                           | 18 |
| 160.11 | CITY CLOTHING PROVIDED.....                                           | 19 |
| 160.12 | CITY CLOTHING PROVIDED (SENIOR POLICE MANAGEMENT).....                | 20 |

## 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~~ 40 hours.

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**

**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.

Temporary Appointment: Temporary appointments within the classified services are addressed in the Civil Service Rules.

Transfer: voluntary and/or involuntary reassignment from one position and/or 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 employees 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> |
|-----------------------------------------------|------------------|-----------------------|------------------|
| <b>(a) ADMINISTRATIVE</b>                     |                  |                       |                  |
| 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                | Unclassified          | 15               |
| Clerk of Courts                               | 1                | Unclassified          | 18               |
| Assistant Clerk of Courts                     | 1                | Classified            | 11               |
| Data Entry Operator                           | 1p/t             | Classified            | 8                |
| Data Entry Operator                           | 1                | Classified            | 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               |
| <u>Special Events and Media Coordinator 1</u> |                  | <u>Unclassified</u>   | <u>12</u>        |
| <b>(b) DEPARTMENT OF COMPUTER SYSTEMS</b>     |                  |                       |                  |
| Director of Computer Systems                  | 1                | Unclassified          | 22               |
| Network Systems Administrator                 | 1                | Classified            | 19               |
| <b>(c) DEPARTMENT OF DEVELOPMENT</b>          |                  |                       |                  |
| Development Director                          | 1                | Unclassified          | 22               |
| Development Director                          |                  |                       |                  |
| Administrative Assistant                      | 1                | Unclassified          | 13               |
| Planning & Zoning Administrator               | 1                | Classified            | 19               |
| <b>(d) HUMAN RESOURCES DEPARTMENT</b>         |                  |                       |                  |
| Director of Human Resources                   | 1                | Unclassified          | 22               |
| Human Resources Generalist                    | 1                | Unclassified          | 12               |

**(e) PARKS & RECREATION DEPARTMENT**

|                                             |              |                         |                |
|---------------------------------------------|--------------|-------------------------|----------------|
| Director                                    | 1            | Unclassified            | 22             |
| Administrative Assistant                    | 1            | Unclassified            | 13             |
| Senior Center Manager                       | 1            | Classified              | 16             |
| <del>Special Events/Media Coordinator</del> | <del>1</del> | <del>Unclassified</del> | <del>12</del>  |
| Senior Citizens Assistant                   | 2 p/t        | Classified              | <del>75</del>  |
| Senior Center Activities Instructor         | 1 p/t        | Classified              | <del>53</del>  |
| Recreation Superintendent                   | 1            | Classified              | 16             |
| Grounds Superintendent                      | 1            | Classified              | 16             |
| Assistant Grounds Superintendent/Arborist   | 1            | Classified              | 14             |
| Parks Grounds Maintenance                   | 2            | Classified              | <del>3-4</del> |
| 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                                | 9     | Classified   | See Chapter 162        |
| Support Services Supervisor               | 1     | Classified   | 18                     |
| Property Room Coordinator                 | 1     | Classified   | 10                     |
| Property Room Clerk                       | 1p/t  | Classified   | 7                      |
| Chief of Police                           |       |              |                        |
| Administrative Assistant                  | 1     | Classified   | 14                     |
| Public Safety Records Technician          | 2     | Classified   | 9                      |
| Public Safety Records/Research Technician | 1     | Classified   | 10                     |
| Court Specialist                          | 1     | Classified   | <del>9</del> <u>10</u> |
| Detective Bureau Administrative Assistant | 1     | Classified   | 9                      |
| Command & Staff Administrative Assistant  | 1     | Classified   | <del>10-11</del>       |
| Accreditation Manager                     | 1 p/t | Classified   | 10                     |
| Training Coordinator                      | 1p/t  | Classified   | 10                     |
| Court Liaison                             | 2 p/t | Classified   | 13                     |

**(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   | -610  |
| (3) Water/Wastewater Division                    |    |              |       |
| Superintendent                                   | 1  | Classified   | 18    |
| Asst. Superintendent                             | 1  | Classified   | 15    |
| Maintenance Spec/Equip Operator                  | 6  | Classified   | 10    |
| Billing <del>Supervisor</del> <u>Manager</u>     | 1  | Classified   | 14 15 |
| Account Clerk 2                                  | 4  | Classified   | -7 8  |
| (4) Street Division                              |    |              |       |
| Superintendent                                   | 1  | Classified   | 17 18 |
| 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                    |    |              |       |
| 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         | <del>\$ 15.15</del> | <del>\$ 15.91</del> | <del>\$ 16.70</del> | <del>\$ 17.54</del> | <del>\$ 18.41</del> | <del>\$ 19.34</del> | <del>\$ 20.30</del> |
| 4         | <del>\$ 15.29</del> | <del>\$ 16.88</del> | <del>\$ 18.51</del> | <del>\$ 20.12</del> | <del>\$ 21.74</del> | <del>\$ 23.30</del> | <del>\$ 24.96</del> |
| 5         | <del>\$ 15.67</del> | <del>\$ 17.30</del> | <del>\$ 18.97</del> | <del>\$ 20.62</del> | <del>\$ 22.29</del> | <del>\$ 23.89</del> | <del>\$ 25.58</del> |
| 6         | <del>\$ 15.98</del> | <del>\$ 17.65</del> | <del>\$ 19.35</del> | <del>\$ 21.02</del> | <del>\$ 22.73</del> | <del>\$ 24.36</del> | <del>\$ 26.09</del> |
| 7         | <del>\$ 16.56</del> | <del>\$ 18.00</del> | <del>\$ 19.74</del> | <del>\$ 21.44</del> | <del>\$ 23.18</del> | <del>\$ 24.85</del> | <del>\$ 26.61</del> |
| 8         | <del>\$ 17.48</del> | <del>\$ 19.13</del> | <del>\$ 20.78</del> | <del>\$ 22.45</del> | <del>\$ 24.08</del> | <del>\$ 25.75</del> | <del>\$ 27.41</del> |
| 9         | <del>\$ 18.32</del> | <del>\$ 20.05</del> | <del>\$ 21.78</del> | <del>\$ 23.53</del> | <del>\$ 25.24</del> | <del>\$ 26.99</del> | <del>\$ 28.73</del> |
| 10        | <del>\$ 18.78</del> | <del>\$ 20.55</del> | <del>\$ 22.53</del> | <del>\$ 24.12</del> | <del>\$ 25.87</del> | <del>\$ 27.67</del> | <del>\$ 29.45</del> |
| 11        | <del>\$ 19.15</del> | <del>\$ 20.96</del> | <del>\$ 22.77</del> | <del>\$ 24.60</del> | <del>\$ 26.38</del> | <del>\$ 28.22</del> | <del>\$ 30.04</del> |
| 12        | <del>\$ 19.53</del> | <del>\$ 21.38</del> | <del>\$ 23.23</del> | <del>\$ 25.09</del> | <del>\$ 26.91</del> | <del>\$ 28.78</del> | <del>\$ 30.64</del> |
| 13        | <del>\$ 19.92</del> | <del>\$ 21.81</del> | <del>\$ 23.69</del> | <del>\$ 25.59</del> | <del>\$ 27.45</del> | <del>\$ 29.36</del> | <del>\$ 31.25</del> |
| 14        | <del>\$ 20.32</del> | <del>\$ 22.24</del> | <del>\$ 24.16</del> | <del>\$ 26.11</del> | <del>\$ 27.99</del> | <del>\$ 29.95</del> | <del>\$ 31.88</del> |
| 15        | <del>\$ 20.65</del> | <del>\$ 22.69</del> | <del>\$ 24.65</del> | <del>\$ 26.63</del> | <del>\$ 28.55</del> | <del>\$ 30.55</del> | <del>\$ 32.52</del> |

Attachment: Chapter 160 Fall 2020 REDRAFT 1.doc (Updates for Chapter 160 for 2021)

| Pay Grade | Step 1  | Year 2 COLA | Step 2  | Year 4 COLA | Step 3  | Year 6 COLA | Step 4  | Year 8 COLA | Step 5  | Year 10 COLA | Step 6  |
|-----------|---------|-------------|---------|-------------|---------|-------------|---------|-------------|---------|--------------|---------|
|           |         | 2%          |         | 2%          |         | 2%          |         | 2%          |         | 2%           |         |
| 3         | \$15.91 | COLA        | \$16.70 | COLA        | \$17.54 | COLA        | \$18.41 | COLA        | \$19.34 | COLA         | \$20.30 |
|           |         | 2%          |         | 2%          |         | 2%          |         | 2%          |         | 2%           |         |
| 4         | \$16.88 | COLA        | \$18.51 | COLA        | \$20.12 | COLA        | \$21.74 | COLA        | \$23.30 | COLA         | \$24.96 |
|           |         | 2%          |         | 2%          |         | 2%          |         | 2%          |         | 2%           |         |
| 5         | \$17.30 | COLA        | \$18.97 | COLA        | \$20.62 | COLA        | \$22.29 | COLA        | \$23.89 | COLA         | \$25.58 |
|           |         | 2%          |         | 2%          |         | 2%          |         | 2%          |         | 2%           |         |
| 6         | \$17.65 | COLA        | \$19.35 | COLA        | \$21.02 | COLA        | \$22.73 | COLA        | \$24.36 | COLA         | \$26.09 |
|           |         | 2%          |         | 2%          |         | 2%          |         | 2%          |         | 2%           |         |
| 7         | \$18.00 | COLA        | \$19.74 | COLA        | \$21.44 | COLA        | \$23.18 | COLA        | \$24.85 | COLA         | \$26.61 |
|           |         | 2%          |         | 2%          |         | 2%          |         | 2%          |         | 2%           |         |
| 8         | \$19.13 | COLA        | \$20.78 | COLA        | \$22.45 | COLA        | \$24.08 | COLA        | \$25.75 | COLA         | \$27.41 |
|           |         | 2%          |         | 2%          |         | 2%          |         | 2%          |         | 2%           |         |
| 9         | \$20.05 | COLA        | \$21.78 | COLA        | \$23.53 | COLA        | \$25.24 | COLA        | \$26.99 | COLA         | \$28.73 |
|           |         | 2%          |         | 2%          |         | 2%          |         | 2%          |         | 2%           |         |
| 10        | \$20.55 | COLA        | \$22.53 | COLA        | \$24.12 | COLA        | \$25.87 | COLA        | \$27.67 | COLA         | \$29.45 |
|           |         | 2%          |         | 2%          |         | 2%          |         | 2%          |         | 2%           |         |
| 11        | \$20.96 | COLA        | \$22.77 | COLA        | \$24.60 | COLA        | \$26.38 | COLA        | \$28.22 | COLA         | \$30.04 |
|           |         | 2%          |         | 2%          |         | 2%          |         | 2%          |         | 2%           |         |
| 12        | \$21.38 | COLA        | \$23.23 | COLA        | \$25.09 | COLA        | \$26.91 | COLA        | \$28.78 | COLA         | \$30.64 |
|           |         | 2%          |         | 2%          |         | 2%          |         | 2%          |         | 2%           |         |
| 13        | \$21.81 | COLA        | \$23.69 | COLA        | \$25.59 | COLA        | \$27.45 | COLA        | \$29.36 | COLA         | \$31.25 |
|           |         | 2%          |         | 2%          |         | 2%          |         | 2%          |         | 2%           |         |
| 14        | \$22.24 | COLA        | \$24.16 | COLA        | \$26.11 | COLA        | \$27.99 | COLA        | \$29.95 | COLA         | \$31.88 |
|           |         | 2%          |         | 2%          |         | 2%          |         | 2%          |         | 2%           |         |
| 15        | \$22.69 | COLA        | \$24.65 | COLA        | \$26.63 | COLA        | \$28.55 | COLA        | \$30.55 | COLA         | \$32.52 |

\*Nonexempt payroll will be based upon hourly rates derived from the annual rates.

\*\* Scale will automatically adjust by 2% each year beginning January 1, 2022.

## (b) SUPERVISORY PAY RANGE

| Pay Grade | Minimum                          | Maximum                          |
|-----------|----------------------------------|----------------------------------|
| 14        | \$ <del>24.50</del> <u>26.00</u> | <del>\$ 34.00</del> <u>40.00</u> |
| 15        | \$ <del>25.50</del> <u>27.00</u> | \$ <del>36.00</del> <u>42.00</u> |
| 16        | \$ <del>26.00</del> <u>28.00</u> | \$ <del>38.00</del> <u>44.00</u> |
| 17        | \$ <del>27.00</del> <u>29.00</u> | \$ <del>41.00</del> <u>46.00</u> |
| 18        | \$ <del>28.00</del> <u>30.00</u> | <del>\$ 43.00</del> <u>48.00</u> |
| 19        | \$ <del>29.00</del> <u>31.00</u> | \$ <del>45.00</del> <u>50.00</u> |
| 20        | \$ <del>31.00</del> <u>32.00</u> | \$ <del>47.00</del> <u>52.00</u> |
| 21        | \$ <del>33.00</del> <u>34.00</u> | \$ <del>49.00</del> <u>54.00</u> |
| 22        | \$ <del>35.00</del> <u>36.00</u> | \$ <del>51.00</del> <u>56.00</u> |

\* Scale will automatically adjust by 2% each year beginning 2022.

## (c) Senior Police Management

| Pay Grade | Minimum                          | Maximum                          |
|-----------|----------------------------------|----------------------------------|
| 24A       | \$ <del>45.00</del> <u>50.00</u> | \$ <del>60.00</del> <u>65.00</u> |
| 26A       | \$ <del>50.00</del> <u>55.00</u> | \$ <del>65.00</del> <u>70.00</u> |

\*Nonexempt payroll will be based upon hourly rates derived from the annual rates.

\* Scale will automatically adjust by 2% each year beginning 2022.

(c) Part Time Employee

Part time employees' rate of pay shall ~~begin at the minimum~~ be set by the Appointing Authority within the 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 - \$12.00 per hour |

3) Street Department

|                         |                            |
|-------------------------|----------------------------|
| Street Seasonal Laborer | \$10.00 - \$12.00 per hour |
|-------------------------|----------------------------|

(e) Occasional Labor/Independent Contract

Unless otherwise indicated, occasional shall be paid at the rate mandated as the minimum wage by the Fair Labor Standards Act. Exceptions to this area are as follows:

(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 how many are within 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           |
| Tax Administrator                  | Finance Manager           |
| Assistant City Prosecutors         | Clerk of Council          |
| Planning & Zoning Administrator    | Assistant City Attorney   |

### Criminal Justice Program Administrator

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 <sup>th</sup> year         | 9 <sup>th</sup> year       | \$550.00 annually  |
| 10 <sup>th</sup> year        | 14 <sup>th</sup> year      | \$ 600.00 annually |
| 15 <sup>th</sup> year        | 19 <sup>th</sup> year      | \$ 650.00 annually |
| 20 <sup>th</sup> 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-January 1, 2019-2021 the City will implement-update the step program for non-bargaining unit employees in pay grades 1 through 15 in non-supervisory roles as reflected in 160.03 (a). Effective January 1, 2021, any adjustments in step assignments will be made at the discretion of the Appointing Authority to fall in line with the new step program being implemented. 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. Effective January 1, 2023, each employee will then move through their steps on their anniversary date of each year that falls on years that end in odd numbers. Effective January 1, 2022 and each January 1 thereafter the scale will adjust by two percent (2%) each year.~~

~~2)1)~~

~~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.~~

~~2) 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. The Appointing Authority will determine what step an~~

individual is assigned based upon the qualification at the time of the initial hiring/transfer/promotion.

In the event an individual does not meet In order to move to the next step an employee's performance must meet or exceed expectations on their annual review, moving to the next step could be delayed. Any employee not meeting performance standards will be notified of a delay of the step increase by six-months. At the six-month mark there will be another evaluation of performance and if the employee meets the performance standards, they will be granted their step increase and then move forward to their next step on their anniversary date. The denial of an increase is not a disciplinary action nor a reduction in pay, the employee has simply not earned an increase.

3) If there are specific required certifications and/or licenses that is required for a position and it is achieved, the Appointing Authority may authorize the moving to a higher step within the range.

4) 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. Annual -increases will be based upon annual performance reviews/feedback from their supervisor and/or Appointing Authority within the approved ranges and will be effective January 1 of each year. Any other salary adjustments will be made at the discretion of the Appointing Authority.

5) All employee change forms shall be signed by the Appointing Authority, City Auditor or designee of the City Auditor, and the Human Resources Director to confirm that such change forms are consistent with the requirements set forth in Chapter 160.

~~a. 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~~

#### (b) Cost of Living Adjustments

~~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. On January 1 of each calendar year that is an even number, there will be a two-percent (2%) cost of living adjustment for all non-bargaining unit employees.~~

#### (c) 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, adjusted from their current pay grade and step and to the assigned pay grade and the step determined by the~~ Appointing Authority.

(d) 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~~ pay rate will be set by the Appointing Authority pursuant to Section 160.08 (a) (2). 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 15<sup>th</sup> 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.
7. Employees not required to wear uniforms daily, may be provided shirts, sweaters, and jackets, etc. with the City of Reynoldsburg logo. The clothing may be worn for work at any time but are primarily to be worn for special events where it is desired the City of Reynoldsburg employees can be identified.

All clothing purchased must be approved colors and be branded with City of Reynoldsburg logo/name. Department directors are responsible for approving clothing options with the City of Reynoldsburg logo.

While wearing city branded clothing, employees are to conduct themselves in a professional manner. This portion of the policy does not negate the ability of the City of Reynoldsburg from providing protective clothing, boots, vests, gloves, aprons or other items deemed protective in nature and intended for specific purposes.

Uniforms or clothing purchased by the city and distributed to employees will be treated as a fringe benefit, included as wages to the employee and subject to withholding tax purposes unless not permit by law.

#### 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                |
| <del>Trooper Winter Hat — 1</del>  | Gloves — 1 pair                |
| Hat, Summer — 1                    | Flashlight — 1 (3-cell)        |
| Raincoat Cover — 1                 | <del>Cite Bookholder — 2</del> |
| Hat Badge — 1                      | <del>Wristwatch — 1</del>      |
| Breast Badge — 2                   | Protective Vest — 1            |
| Name Plate — 2                     | Belt (Trouser) — 1             |
| Whistle — 1                        | Gun Belt — 1                   |
| Whistle Chain — 1                  | Service Weapon — 1             |
| <u>Formal Dress Police Uniform</u> |                                |

**City of Reynoldsburg, Ohio**

**Chapter 160**

**Employee Compensation**

Attachment: Chapter 160 redraft 2 - 3rd read (Updates for Chapter 160 for 2021)

Effective 5/25/2020 ~~1/1/2021~~

## TABLE OF CONTENTS

|        |                                                                       |    |
|--------|-----------------------------------------------------------------------|----|
| 160.01 | DEFINITIONS.....                                                      | 1  |
| 160.02 | AUTHORIZED POSITIONS, PERSONNEL,<br>CLASSIFICATION AND PAY GRADE..... | 8  |
| 160.03 | SALARY SCHEDULE.....                                                  | 11 |
| 160.04 | OTHER COMPENSATION.....                                               | 13 |
| 160.05 | OVERTIME ELIGIBILITY.....                                             | 14 |
| 160.06 | OVERTIME PAY.....                                                     | 14 |
| 160.07 | LONGEVITY.....                                                        | 15 |
| 160.08 | ADMINISTRATION OF PAY PLAN.....                                       | 16 |
| 160.09 | GROUP INSURANCE.....                                                  | 17 |
| 160.10 | EDUCATIONAL ASSISTANCE.....                                           | 18 |
| 160.11 | CITY CLOTHING PROVIDED.....                                           | 19 |
| 160.12 | CITY CLOTHING PROVIDED (SENIOR POLICE MANAGEMENT).....                | 20 |

## 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~~ 40 hours.

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**

**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.

Temporary Appointment: Temporary appointments within the classified services are addressed in the Civil Service Rules.

Transfer: voluntary and/or involuntary reassignment from one position and/or 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 employees 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> |
|-----------------------------------------------|------------------|-----------------------|------------------|
| <b>(a) ADMINISTRATIVE</b>                     |                  |                       |                  |
| 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                | Unclassified          | 15               |
| Clerk of Courts                               | 1                | Unclassified          | 18               |
| Assistant Clerk of Courts                     | 1                | Classified            | 11               |
| Data Entry Operator                           | 1p/t             | Classified            | 8                |
| Data Entry Operator                           | 1                | Classified            | 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               |
| <u>Special Events and Media Coordinator 1</u> |                  | <u>Unclassified</u>   | <u>12-14</u>     |
| <b>(b) DEPARTMENT OF COMPUTER SYSTEMS</b>     |                  |                       |                  |
| Director of Computer Systems                  | 1                | Unclassified          | 22               |
| Network Systems Administrator                 | 1                | Classified            | 19               |
| <b>(c) DEPARTMENT OF DEVELOPMENT</b>          |                  |                       |                  |
| Development Director                          | 1                | Unclassified          | 22               |
| Development Director                          |                  |                       |                  |
| Administrative Assistant                      | 1                | Unclassified          | 13               |
| Planning & Zoning Administrator               | 1                | Classified            | 19               |
| <b>(d) HUMAN RESOURCES DEPARTMENT</b>         |                  |                       |                  |
| Director of Human Resources                   | 1                | Unclassified          | 22               |
| Human Resources Generalist                    | 1                | Unclassified          | 12               |

**(e) PARKS & RECREATION DEPARTMENT**

|                                             |              |                         |                |
|---------------------------------------------|--------------|-------------------------|----------------|
| Director                                    | 1            | Unclassified            | 22             |
| Administrative Assistant                    | 1            | Unclassified            | 13             |
| Senior Center Manager                       | 1            | Classified              | 16             |
| <del>Special Events/Media Coordinator</del> | <del>1</del> | <del>Unclassified</del> | <del>12</del>  |
| Senior Citizens Assistant                   | 2 p/t        | Classified              | <del>75</del>  |
| Senior Center Activities Instructor         | 1 p/t        | Classified              | <del>53</del>  |
| Recreation Superintendent                   | 1            | Classified              | 16             |
| Grounds Superintendent                      | 1            | Classified              | 16             |
| Assistant Grounds Superintendent/Arborist   | 1            | Classified              | 14             |
| Parks Grounds Maintenance                   | 2            | Classified              | <del>3-4</del> |
| 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                                           | 9             | Classified            | See Chapter 162  |
| Support Services Supervisor                          | 1             | Classified            | 18               |
| Property Room Coordinator                            | 1             | Classified            | 10               |
| Property Room Clerk                                  | 1p/t          | Classified            | 7                |
| Chief of Police                                      |               |                       |                  |
| Administrative Assistant                             | 1             | Classified            | 14               |
| Public Safety Records Technician                     | <del>23</del> | Classified            | 9                |
| Public Safety Records/Research Technician            | 1             | Classified            | 10               |
| Court Specialist                                     | 1             | Classified            | <del>9-10</del>  |
| <del>Detective Bureau Administrative Assistant</del> | <del>1</del>  | <del>Classified</del> | <del>9</del>     |
| Command & Staff Administrative Assistant             | 1             | Classified            | <del>10-11</del> |
| Accreditation Manager                                | 1 p/t         | Classified            | 10               |
| Training Coordinator                                 | 1p/t          | Classified            | 10               |
| Court Liaison                                        | 2 p/t         | Classified            | 13               |

**(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   | -610  |
| (3) Water/Wastewater Division                    |    |              |       |
| Superintendent                                   | 1  | Classified   | 18    |
| Asst. Superintendent                             | 1  | Classified   | 15    |
| Maintenance Spec/Equip Operator                  | 6  | Classified   | 10    |
| Billing <del>Supervisor</del> <u>Manager</u>     | 1  | Classified   | 14 15 |
| Account Clerk 2                                  | 4  | Classified   | -7 8  |
| (4) Street Division                              |    |              |       |
| Superintendent                                   | 1  | Classified   | 17 18 |
| 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                    |    |              |       |
| Director of Engineering                          | 1  | Unclassified | 22    |



**CITY OF REYNOLDSBURG, OHIO  
SALARY SCHEDULE**

**160.03 SALARY SCHEDULE**

BEGINNING July 1, ~~2019~~ 2021 with the implementation of steps, THE FOLLOWING PAY GRADES SHALL BE IN EFFECT:

(a) Full Time Employees – NON SUPERVISORY PERSONNEL

| Pay<br>Grade | Step 1              | Step 2              | Step 3              | Step 4              | Step 5              | Step 6              | Step 7              |
|--------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| 3            | <del>\$ 15.15</del> | <del>\$ 15.91</del> | <del>\$ 16.70</del> | <del>\$ 17.54</del> | <del>\$ 18.41</del> | <del>\$ 19.34</del> | <del>\$ 20.30</del> |
| 4            | <del>\$ 15.29</del> | <del>\$ 16.88</del> | <del>\$ 18.51</del> | <del>\$ 20.12</del> | <del>\$ 21.74</del> | <del>\$ 23.30</del> | <del>\$ 24.96</del> |
| 5            | <del>\$ 15.67</del> | <del>\$ 17.30</del> | <del>\$ 18.97</del> | <del>\$ 20.62</del> | <del>\$ 22.29</del> | <del>\$ 23.89</del> | <del>\$ 25.58</del> |
| 6            | <del>\$ 15.98</del> | <del>\$ 17.65</del> | <del>\$ 19.35</del> | <del>\$ 21.02</del> | <del>\$ 22.73</del> | <del>\$ 24.36</del> | <del>\$ 26.09</del> |
| 7            | <del>\$ 16.56</del> | <del>\$ 18.00</del> | <del>\$ 19.74</del> | <del>\$ 21.44</del> | <del>\$ 23.18</del> | <del>\$ 24.85</del> | <del>\$ 26.61</del> |
| 8            | <del>\$ 17.48</del> | <del>\$ 19.13</del> | <del>\$ 20.78</del> | <del>\$ 22.45</del> | <del>\$ 24.08</del> | <del>\$ 25.75</del> | <del>\$ 27.41</del> |
| 9            | <del>\$ 18.32</del> | <del>\$ 20.05</del> | <del>\$ 21.78</del> | <del>\$ 23.53</del> | <del>\$ 25.24</del> | <del>\$ 26.99</del> | <del>\$ 28.73</del> |
| 10           | <del>\$ 18.78</del> | <del>\$ 20.55</del> | <del>\$ 22.53</del> | <del>\$ 24.12</del> | <del>\$ 25.87</del> | <del>\$ 27.67</del> | <del>\$ 29.45</del> |
| 11           | <del>\$ 19.15</del> | <del>\$ 20.96</del> | <del>\$ 22.77</del> | <del>\$ 24.60</del> | <del>\$ 26.38</del> | <del>\$ 28.22</del> | <del>\$ 30.04</del> |
| 12           | <del>\$ 19.53</del> | <del>\$ 21.38</del> | <del>\$ 23.23</del> | <del>\$ 25.09</del> | <del>\$ 26.91</del> | <del>\$ 28.78</del> | <del>\$ 30.64</del> |
| 13           | <del>\$ 19.92</del> | <del>\$ 21.81</del> | <del>\$ 23.69</del> | <del>\$ 25.59</del> | <del>\$ 27.45</del> | <del>\$ 29.36</del> | <del>\$ 31.25</del> |
| 14           | <del>\$ 20.32</del> | <del>\$ 22.24</del> | <del>\$ 24.16</del> | <del>\$ 26.11</del> | <del>\$ 27.99</del> | <del>\$ 29.95</del> | <del>\$ 31.88</del> |
| 15           | <del>\$ 20.65</del> | <del>\$ 22.69</del> | <del>\$ 24.65</del> | <del>\$ 26.63</del> | <del>\$ 28.55</del> | <del>\$ 30.55</del> | <del>\$ 32.52</del> |

Attachment: Chapter 160 redraft 2 - 3rd read (Updates for Chapter 160 for 2021)

| Pay Grade | Step 1  | Year 2 COLA | Step 2  | Year 4 COLA | Step 3  | Year 6 COLA | Step 4  | Year 8 COLA | Step 5  | Year 10 COLA | Step 6  |
|-----------|---------|-------------|---------|-------------|---------|-------------|---------|-------------|---------|--------------|---------|
|           |         | 2%          |         | 2%          |         | 2%          |         | 2%          |         | 2%           |         |
| 3         | \$15.91 | COLA        | \$16.70 | COLA        | \$17.54 | COLA        | \$18.41 | COLA        | \$19.34 | COLA         | \$20.30 |
|           |         | 2%          |         | 2%          |         | 2%          |         | 2%          |         | 2%           |         |
| 4         | \$16.88 | COLA        | \$18.51 | COLA        | \$20.12 | COLA        | \$21.74 | COLA        | \$23.30 | COLA         | \$24.96 |
|           |         | 2%          |         | 2%          |         | 2%          |         | 2%          |         | 2%           |         |
| 5         | \$17.30 | COLA        | \$18.97 | COLA        | \$20.62 | COLA        | \$22.29 | COLA        | \$23.89 | COLA         | \$25.58 |
|           |         | 2%          |         | 2%          |         | 2%          |         | 2%          |         | 2%           |         |
| 6         | \$17.65 | COLA        | \$19.35 | COLA        | \$21.02 | COLA        | \$22.73 | COLA        | \$24.36 | COLA         | \$26.09 |
|           |         | 2%          |         | 2%          |         | 2%          |         | 2%          |         | 2%           |         |
| 7         | \$18.00 | COLA        | \$19.74 | COLA        | \$21.44 | COLA        | \$23.18 | COLA        | \$24.85 | COLA         | \$26.61 |
|           |         | 2%          |         | 2%          |         | 2%          |         | 2%          |         | 2%           |         |
| 8         | \$19.13 | COLA        | \$20.78 | COLA        | \$22.45 | COLA        | \$24.08 | COLA        | \$25.75 | COLA         | \$27.41 |
|           |         | 2%          |         | 2%          |         | 2%          |         | 2%          |         | 2%           |         |
| 9         | \$20.05 | COLA        | \$21.78 | COLA        | \$23.53 | COLA        | \$25.24 | COLA        | \$26.99 | COLA         | \$28.73 |
|           |         | 2%          |         | 2%          |         | 2%          |         | 2%          |         | 2%           |         |
| 10        | \$20.55 | COLA        | \$22.53 | COLA        | \$24.12 | COLA        | \$25.87 | COLA        | \$27.67 | COLA         | \$29.45 |
|           |         | 2%          |         | 2%          |         | 2%          |         | 2%          |         | 2%           |         |
| 11        | \$20.96 | COLA        | \$22.77 | COLA        | \$24.60 | COLA        | \$26.38 | COLA        | \$28.22 | COLA         | \$30.04 |
|           |         | 2%          |         | 2%          |         | 2%          |         | 2%          |         | 2%           |         |
| 12        | \$21.38 | COLA        | \$23.23 | COLA        | \$25.09 | COLA        | \$26.91 | COLA        | \$28.78 | COLA         | \$30.64 |
|           |         | 2%          |         | 2%          |         | 2%          |         | 2%          |         | 2%           |         |
| 13        | \$21.81 | COLA        | \$23.69 | COLA        | \$25.59 | COLA        | \$27.45 | COLA        | \$29.36 | COLA         | \$31.25 |
|           |         | 2%          |         | 2%          |         | 2%          |         | 2%          |         | 2%           |         |
| 14        | \$22.24 | COLA        | \$24.16 | COLA        | \$26.11 | COLA        | \$27.99 | COLA        | \$29.95 | COLA         | \$31.88 |
|           |         | 2%          |         | 2%          |         | 2%          |         | 2%          |         | 2%           |         |
| 15        | \$22.69 | COLA        | \$24.65 | COLA        | \$26.63 | COLA        | \$28.55 | COLA        | \$30.55 | COLA         | \$32.52 |

\*Nonexempt payroll will be based upon hourly rates derived from the annual rates.

\*\* Scale will automatically adjust by 2% each year beginning January 1, 2022.

## (b) SUPERVISORY PAY RANGE

| Pay Grade | Minimum                          | Maximum                          |
|-----------|----------------------------------|----------------------------------|
| 14        | \$ <del>24.50</del> <u>26.00</u> | <del>\$ 34.00</del> <u>40.00</u> |
| 15        | \$ <del>25.50</del> <u>27.00</u> | \$ <del>36.00</del> <u>42.00</u> |
| 16        | \$ <del>26.00</del> <u>28.00</u> | \$ <del>38.00</del> <u>44.00</u> |
| 17        | \$ <del>27.00</del> <u>29.00</u> | \$ <del>41.00</del> <u>46.00</u> |
| 18        | \$ <del>28.00</del> <u>30.00</u> | <del>\$ 43.00</del> <u>48.00</u> |
| 19        | \$ <del>29.00</del> <u>31.00</u> | \$ <del>45.00</del> <u>50.00</u> |
| 20        | \$ <del>31.00</del> <u>32.00</u> | \$ <del>47.00</del> <u>52.00</u> |
| 21        | \$ <del>33.00</del> <u>34.00</u> | \$ <del>49.00</del> <u>54.00</u> |
| 22        | \$ <del>35.00</del> <u>36.00</u> | \$ <del>51.00</del> <u>56.00</u> |

\* Scale will automatically adjust by 2% each year beginning 2022.

## (c) Senior Police Management

| Pay Grade | Minimum                          | Maximum                          |
|-----------|----------------------------------|----------------------------------|
| 24A       | \$ <del>45.00</del> <u>50.00</u> | \$ <del>60.00</del> <u>65.00</u> |
| 26A       | \$ <del>50.00</del> <u>55.00</u> | \$ <del>65.00</del> <u>70.00</u> |

\*Nonexempt payroll will be based upon hourly rates derived from the annual rates.

\* Scale will automatically adjust by 2% each year beginning 2022.

(c) Part Time Employee

Part time employees' rate of pay shall ~~begin at the minimum~~ be set by the Appointing Authority within the 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 how many are within 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           |
| Tax Administrator                  | Finance Manager           |
| Assistant City Prosecutors         | Clerk of Council          |
| Planning & Zoning Administrator    | Assistant City Attorney   |

### Criminal Justice Program Administrator

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 <sup>th</sup> year         | 9 <sup>th</sup> year       | \$550.00 annually  |
| 10 <sup>th</sup> year        | 14 <sup>th</sup> year      | \$ 600.00 annually |
| 15 <sup>th</sup> year        | 19 <sup>th</sup> year      | \$ 650.00 annually |
| 20 <sup>th</sup> 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-January 1, 2019-2021, the City will implement-update the step program for non-bargaining unit employees in pay grades 1 through 15 in non-supervisory roles as reflected in 160.03 (a).-Effective January 1, 2021, any adjustments in step assignments will be made at the discretion of the Appointing Authority to fall in line with the new step program being implemented. 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. Effective January 1, 2023, each employee will then move through their steps on their anniversary date of each year that falls on years that end in odd numbers. Effective January 1, 2022 and each January 1 thereafter the scale will adjust by two percent (2%) each year.~~

~~2)1)~~

~~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.~~

~~2) 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. The Appointing Authority will determine what step an~~

individual is assigned based upon the qualification at the time of the initial hiring/transfer/promotion.

In the event an individual does not meet In order to move to the next step an employee's performance must meet or exceed expectations on their annual review, moving to the next step could be delayed. Any employee not meeting performance standards will be notified of a delay of the step increase by six-months. At the six-month mark there will be another evaluation of performance and if the employee meets the performance standards, they will be granted their step increase and then move forward to their next step on their anniversary date. The denial of an increase is not a disciplinary action nor a reduction in pay, the employee has simply not earned an increase.

- 3) If there are specific required certifications and/or licenses that is required for a position and it is achieved, the Appointing Authority may authorize the moving to a higher step within the range.

- 4) 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. Annual -increases will be based upon annual performance reviews/feedback from their supervisor and/or Appointing Authority within the approved ranges and will be effective January 1 of each year. Any other salary adjustments will be made at the discretion of the Appointing Authority.

- 5) All employee change forms shall be signed by the Appointing Authority, City Auditor or designee of the City Auditor, and the Human Resources Director to confirm that such change forms are consistent with the requirements set forth in Chapter 160.

- a. ~~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~~

#### (b) Cost of Living Adjustments

~~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. On January 1 of each calendar year that is an even number, there will be a two-percent (2%) cost of living adjustment for all non-bargaining unit employees.~~

#### (c) 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, adjusted from their current pay grade and step and to the assigned pay grade and the step determined by the~~ Appointing Authority.

(d) 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~~ pay rate will be set by the Appointing Authority pursuant to Section 160.08 (a) (2). 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 15<sup>th</sup> 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.
7. Employees not required to wear uniforms daily, may be provided shirts, sweaters, and jackets, etc. with the City of Reynoldsburg logo. The clothing may be worn for work at any time but are primarily to be worn for special events where it is desired the City of Reynoldsburg employees can be identified.

All clothing purchased must be approved colors and be branded with City of Reynoldsburg logo/name. Department directors are responsible for approving clothing options with the City of Reynoldsburg logo.

While wearing city branded clothing, employees are to conduct themselves in a professional manner. This portion of the policy does not negate the ability of the City of Reynoldsburg from providing protective clothing, boots, vests, gloves, aprons or other items deemed protective in nature and intended for specific purposes.

Uniforms or clothing purchased by the city and distributed to employees will be treated as a fringe benefit, included as wages to the employee and subject to withholding tax purposes unless not permit by law.

#### 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                |
| <del>Trooper Winter Hat — 1</del>  | Gloves — 1 pair                |
| Hat, Summer — 1                    | Flashlight — 1 (3-cell)        |
| Raincoat Cover — 1                 | <del>Cite Bookholder — 2</del> |
| Hat Badge — 1                      | <del>Wristwatch — 1</del>      |
| Breast Badge — 2                   | Protective Vest — 1            |
| Name Plate — 2                     | Belt (Trouser) — 1             |
| Whistle — 1                        | Gun Belt — 1                   |
| Whistle Chain — 1                  | Service Weapon — 1             |
| <u>Formal Dress Police Uniform</u> |                                |

**CITY OF REYNOLDSBURG**  
**An Equal Opportunity Employer**  
**POSITION DESCRIPTION**

Page 1 of 5

**Working Title:** Public Safety Records/Research Technician **Employee Number:**

**DEPT./OFFICE:** DIVISION OF POLICE  
**CLASS TITLE:** PUBLIC SAFETY  
 ADMINISTRATIVE SUPPORT

**WORKING TITLE:** PUBLIC SAFETY  
 RECORDS/RESEARCH TECHNICIAN  
**EMPLOYEE NUMBER:** 0

**Status:** **Classified** ☒ **Unclassified** ☐  
**Full-Time** ☒ **Part-Time** ☐ **Other** ☐  
**OT Status Per Ord.:** Non-exempt

**Citation Code:** 160.02  
**Reports To:** ~~Support Services Supervisor~~  
**Detective Bureau Sergeant**  
**Normal Working Hours:** 40 hours per week

**ESSENTIAL FUNCTIONS OF THE POSITION:** (For purposes of 42 USC 12101)

**45%** (1) Provides support for seven detectives and one detective sergeant, maintains confidential and investigative files; research and assembles court paperwork, forfeiture/seizures packets and grand juries; media liaison for weekly crime reports; processes adult and juvenile prints and dispositions; assists in processing of employment applications and backgrounds for positions in the Division of Police; maintains computerized budget, account balances and purchase requests for the detective bureau. Provides public record requests for the media, other government agencies and the general public.

(2) Maintain crime statistics for the Division of Police used for various reports and public records requests; maintains various databases (e.g. personnel roster, grand juries, open and closed cases, alarms, referrals of juvenile abuse from FCCS or other agencies); provide oral and written communication with citizens, victims, suspects and provide them with accurate information regarding their case.

(3) Pull and record phone calls and video such as jail video for courts and investigations; run criminal histories, names, social security numbers, license tags in LEADS; search same gender prisoners; manages police reports/ maintains report files; processes incoming mail; types/ assembles court paperwork (e.g., grand juries, search warrants); tracks lab evidence reports; provides typing/office assistance for detectives and the detective bureau sergeant; basic maintenance of audiology, transcribes interviews; records minutes of meetings; processes record check; maintains database for various files; creates spreadsheets/forms; copies/faxes various documents.

**60%** **40%** (1) Utilize software programs, such as Microsoft Access and Power BI, to extract, clean, code and transform data sourced by the Data Dictionary Files (DDFs) and other databases. Write formulas and Data Analysis Expressions (DAX) to create searchable databases, and to produce customizable interactive, user-friendly reports requested by Police Ad

**CITY OF REYNOLDSBURG**  
**An Equal Opportunity Employer**  
**POSITION DESCRIPTION**

Page 2 of 5

---

**Working Title:** Pubic Safety Records/Research Technician    **Employee Number:**

---

sergeants, detectives, officers, clerks, the public, etc. Generate reports to assess shift and department goals, officer productivity, call volume, quality of life concerns, and the allocation of department resources. Create and manage tools outside of the current Records Management System (RMS) and Computer Aided Dispatch (CAD) to assist with investigations. Track traffic and crime statistics, and assist with stats requests from Police Administration, clerks, the public, and the state. Utilize mapping software to assess geographical data.

(2) Create and maintain tools and searchable databases to be used by the evidence technicians to determine pertinent information relating to cases and evidence. Run reports to assist with inventory and the disposal of property.

(3) Assist Support Services Supervisor in maintaining accuracy of RMS data by locating and correcting inaccuracies and discrepancies in RMS data, reviewing and closing reports, finalizing IMC logs, maintaining databases to include master names, geo-files, site files, personnel files, etc.

(4) Form and maintain relationships with peers at neighboring agencies to facilitate data sharing and serve as the point to fulfill requests for information relating to crime sprees, patterns, and trends throughout the city. Retrieve, assess, and forward information received from outside agencies as requested by sergeants, detectives, and officers.

(5) Study current literature on research methodology and police issues, and make appropriate recommendations for improvements in intelligence research practices.

(6) Respond to ad hoc requests from the chain of command and other police department staff for meetings, presentations, and other events or needs.

(7) Manage and maintain data collection, intelligence, and analysis programs used by the police department.

(8) Perform other analytical duties as requested.

40% 10% ~~(2)~~ (1) Search same gender prisoners when necessary. Could have the possibility of contact with potentially violent and/or emotionally distraught persons

~~(3)~~ (2) Notarize various documents for officers to include adult and juvenile charges.

Attachment: Chapter 160 redraft 2 - 3rd read (Updates for Chapter 160 for 2021)

**CITY OF REYNOLDSBURG**  
**An Equal Opportunity Employer**  
**POSITION DESCRIPTION**

Page 3 of 5

**Working Title:** Pubic Safety Records/Research Technician    **Employee Number:**

(4) (3) Remain informed of current developments and procedures pertinent to duties; participate in staff development activities and services; review procedures.

(5) (4) Provide coverage for Records Technicians for vacations and other mark-offs as needed

10% 5% (1) Performs submission of electronic BCI/FI fingerprinting as well as complete inked FBI/BCI submissions for the general public; works as backup and performs duties of the public services/record technicians and the court specialist as needed. Process permit applications and fees for alarms, coin operated games, second hand dealer and pawn shops.

**OTHER DUTIES AND RESPONSIBILITIES:**

- (1) Maintain required licenses and/or certificates.
- (2) Update job knowledge by participating in educational opportunities when available.
- (3) Perform other related duties as assigned.
- (6) Meet all job safety requirements and all applicable OSHA safety standards that pertain to essential functions.
- (7) Demonstrate regular and predictable attendance.
- (8) Exercise independent judgment/discretion; handle multiple tasks.
- (9) Function independently and dependably with minimal supervision.

**MINIMUM ACCEPTABLE CHARACTERISTICS:** (\*Indicates developed after employment)

**Knowledge of:** Division policies and procedures;\* public record laws\*, policies, legal documents, and other factors pertaining to the maintenance and release of data\*, law enforcement procedures, methods, and terminology;\* business English, spelling, and arithmetic; computer software, coding, and statistics; Word and data processing techniques and procedures.

**Skill in:** Microsoft based products including Word, Excel, PowerPoint, Access, and Power BI. The use of , OHLEG, LEADS, CLEAR, and AUDIOLOG\*, as well as data input and data extraction; use of office equipment; word processing; computer operation; strong analytical and organization skills; proper telephone usage to include business and emergency lines\*; knowledge of and skill in navigating social media and other internet based sources of data;

**Ability to:** Carry out detailed but basic written or oral instructions; perform, prioritize, and organize independently; handle multiple tasks; copy material accurately; prepare concise and coherent reports; recognize grammatical and spelling errors; accurately maintain records according to established



**CITY OF REYNOLDSBURG**  
**An Equal Opportunity Employer**  
**POSITION DESCRIPTION**

**Page 4 of 5**

**Working Title:** Pubic Safety Records/Research Technician **Employee Number:**

procedures; operate different software applications; accurate entry and retrieval of information from police computer and file sources; abide by confidentiality standards as regards to search warrants, informants, and other information that is not public record.

**QUALIFICATIONS:** (An example of acceptable qualifications)

- Four year degree in Sociology, Criminology, Psychology or related field; experience in research and data analysis; additional training in office procedures; proficiency with Microsoft based products and internet usage; working knowledge of PowerBI, Access, Word, and Excel.

**LICENSURE OR CERTIFICATION REQUIREMENTS:**

Valid Ohio driver's license; Notary Public Commission\*; NCIC/LEADS Operator\* and CCH Certification.

**INHERENTLY HAZARDOUS OR PHYSICALLY DEMANDING WORKING CONDITIONS:**  
 (FOR PURPOSES OF O.R.C. 4167)

1. Uses or works in proximity to the use of firearms.
2. Has contact with potentially violent or emotionally distraught persons.
3. Exposure to blood borne pathogens and/or close contact with persons possibly being carriers of diseases.
4. Exposure to disturbing photos and reports.

**PHYSICAL DEMANDS:**

Light Work: lift, push, pull 20 pounds occasionally; 10 pounds frequently. Ability to work occasional overtime or unusual hours.

**CLASS TITLES OF POSITION DIRECTLY SUPERVISED:** N/A

Attachment: Chapter 160 redraft 2 - 3rd read (Updates for Chapter 160 for 2021)



**CITY OF REYNOLDSBURG**  
 An Equal Opportunity Employer  
**POSITION DESCRIPTION**

**Page 5 of 5**

**Working Title:** Pubic Safety Records/Research Technician    **Employee Number:**

This position description in no manner states or implies that these are the only duties and responsibilities to be performed by the position incumbent. My (employee) signature below signifies that I have reviewed and understand the contents of my position description.

\_\_\_\_\_  
 Employee Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Appointing Authority

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Human Resources Director

\_\_\_\_\_  
 Date

Attachment: Chapter 160 redraft 2 - 3rd read (Updates for Chapter 160 for 2021)

**CITY OF REYNOLDSBURG**  
An Equal Opportunity Employer  
**POSITION DESCRIPTION**

Page 1 of 4

**DEPT./OFFICE:** WATER/WASTEWATER  
**CLASS TITLE:** BILLING-~~SUPERVISOR~~  
~~MANAGER~~

**WORKING TITLE:** BILLING  
~~SUPERVISOR~~MANAGER  
**EMPLOYEE NUMBER:**

**Status:** Classified ☒ Unclassified ☐  
**Full-Time** ☒ **Part-Time** ☐ **Other** ☐  
**OT Status Per Ord.:** Non-exempt

**Citation Code:** 160.02  
**Reports To:** ~~Assistant Superintendent~~ Service Director  
**Normal Working Hours:** 8:00 a.m. – 5:00 p.m.

**ESSENTIAL FUNCTIONS OF THE POSITION:** (For purposes of 42 USC 12101)

- 20% (1) Trains Account Clerk 2 and ~~Meter Reader~~; manages/directs the operations of the Water Department billing office (e.g., develops/implements office policies and procedures); supervises staff by approving leave requests, time sheets, conducts performance evaluations, recommends discipline); manages the collection of billings for water, sanitary sewer, storm water, and refuse services; tracks/collects all delinquent/final bills; collects/refunds renters' deposits.
- 40% (2) Performs a variety of general accounting/operational functions in order to assist with the efficient operation of the office (e.g., post cash payments, prepares deposit slips, balances cash drawer, applies credits/debits to accounts, verifies amounts tendered in payment of utility bills, provides receipts for monies received); calculates/prints utility bills for public; checks consumption reports and contacts customer if necessary to obtain reason for unusual consumption; sets up payment plans for customers; prepares shut-off lists; creates transfer, disconnect, and change of address work orders; prepares/tracks work orders; dispatches field crews and notifies customers; oversees grease trap/backflow notices; issues water/sewer permits; oversees balancing monetary batches on a daily basis; reviews/analyzes computer billing system errors; runs month end reports; approves changes to account information (e.g., credits, address changes, names); loads/downloads accounts into meter reader interrogator for reading meters; advises supervisor/elected officials of billing office operations.
- 25% (3) Issues water/sewer licenses (e.g., sends forms to excavator, indicates bond, insurance and financial information needed, types/submits licenses to Service Director for signature, sends licenses to excavators, maintains list of all licenses issued); issues water/sewer permits (e.g., receives payment from builders, checks subdivision map/verifies location, types permits with pertinent information); assigns new water account numbers to new subdivisions after maps are approved for construction; operates office equipment (e.g., personal computer,

Effective Date: 01/01/03

Date Revised: 04/08/13 11/30/2020

Developed by:  
Clemans, Nelson & Associates, Inc.

Dublin, Ohio 43017

052802jrCO  
ndrevwwhc

**Packet Pg. 406**

Attachment: Chapter 160 redraft 2 - 3rd read (Updates for Chapter 160 for 2021)

**CITY OF REYNOLDSBURG**  
An Equal Opportunity Employer  
**POSITION DESCRIPTION**

**Page 2 of 4**

Attachment: Chapter 160 redraft 2 - 3rd read (Updates for Chapter 160 for 2021)

---

Effective Date: 01/01/03

Date Revised: 04/08/13 11/30/2020

Developed by:  
Clemans, Nelson & Associates, Inc.

Dublin, Ohio 43017

052802jrCO

ndrevwwhc

**Packet Pg. 407**

**CITY OF REYNOLDSBURG**  
**An Equal Opportunity Employer**  
**POSITION DESCRIPTION**

**Page 3 of 4**

**Working Title:** Billing ~~Supervisor~~ Manager

**Employee Number:**

check encoder, receipt validator, typewriter, adding machine) to perform general accounting/billing tasks; assists with determining departmental records retention/disposal schedule; tracks refuse accounts that are temporarily stopped and issues debit or credit to quarterly bills; prepares a variety of daily, year end, and financial statistical reports.

15% (4) Performs a variety of clerical tasks (e.g., opens and sorts mail, files utility records, answers telephone, receives/responds to inquiries from customers, sends bills, stuffs envelopes, types correspondence/memos)

(5) Remains informed of current guidelines/procedures pertinent to duties; participates in staff development activities and services review procedures; attends staff meetings and supervisory conferences.

(6) Meets all job safety requirements and all applicable OSHA safety standards that pertain to essential functions.

(7) Demonstrates regular and predictable attendance.

**OTHER DUTIES AND RESPONSIBILITIES:**

(8) Performs other related duties as assigned.

**MINIMUM ACCEPTABLE CHARACTERISTICS:** (\*Indicates developed after employment)

**Knowledge of:** Thorough knowledge of the principles of business; accounting; bookkeeping; department policies and procedures;\* office machines; public relations; community resources and services; office practices and procedures; English grammar and spelling; records management; supervisory principles and practices; office management; accounts receivable methods; considerable knowledge of modern office practice; computer software such as Word and Excel.

Attachment: Chapter 160 redraft 2 - 3rd read (Updates for Chapter 160 for 2021)

Effective Date: 01/01/03

Date Revised: 04/08/13 11/30/2020

Developed by:  
 Clemans, Nelson & Associates, Inc.

Dublin, Ohio 43017

052802jrCO  
 pdreywwbc

**CITY OF REYNOLDSBURG**  
**An Equal Opportunity Employer**  
**POSITION DESCRIPTION**

**Page 4 of 4**

**Working Title:** Billing ~~Supervisor~~ Manager

**Employee Number:**

**Skill in:** typing; data entry; word processing; computer operation; adding machine or calculator operation; use of modern office equipment; use or operation of hand held computer.; hand-held meter reader system.

**Ability to:** interpret a variety of instructions in written, oral, picture, or schedule form; calculate fractions, decimals, and percentages; copy material accurately and recognize grammatical and spelling errors; prepare routine correspondence; prepare accurate documentation; respond to routine inquiries from public and/or officials; communicate effectively; code items from one symbolic form to another; maintain records according to established procedures; cooperate with co-workers on group projects; answer telephone inquiries; handle sensitive inquiries from and contacts with officials and general public; work alone on most tasks; develop and maintain effective working relationships; resolve complaints; plan and install accounting systems and programs. Effectively supervise the activities of employees engaged in various tasks.

**QUALIFICATIONS:**

Associates degree in Accounting, Finance, Business Administration or other related field with 3 year job related experience OR High school graduate /GED and 10 years accounting/ billing experience. In addition to education/ experience must have 3 years' experience in office supervision.

**LICENSURE OR CERTIFICATION REQUIREMENTS:**

Valid Ohio Driver's License with good driving record.

**INHERENTLY HAZARDOUS OR PHYSICALLY DEMANDING WORKING CONDITIONS:**  
 (FOR PURPOSES OF O.R.C. 4167)

1. Has contact with potentially violent or emotionally distraught persons.

**PHYSICAL DEMANDS:**

Sedentary: lift, push, pull 25 pounds occasionally.

Attachment: Chapter 160 redraft 2 - 3rd read (Updates for Chapter 160 for 2021)

**CITY OF REYNOLDSBURG**  
 An Equal Opportunity Employer  
**POSITION DESCRIPTION**

Page 5 of 4

**Working Title:** Billing ~~Supervisor~~ Manager

**Employee Number:**

**CLASS TITLES OF POSITIONS DIRECTLY SUPERVISED:**

(2) Account Clerk 2

~~(1) Meter Reader~~

This position description in no manner states or implies that these are the only duties and responsibilities to be performed by the position incumbent. My (employee) signature below signifies that I have reviewed and understand the contents of my position description.

\_\_\_\_\_  
 Employee Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Appointing Authority

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Human Resources Director

\_\_\_\_\_  
 Date

Effective Date: 01/01/03

Date Revised: 04/08/13 11/30/2020

Developed by:  
 Clemans, Nelson & Associates, Inc.

Dublin, Ohio 43017

052802jrCO  
 pdreywwbc

**City of Reynoldsburg, Ohio**

**Chapter 160**

**Employee Compensation**

Attachment: 96-2020 Amend Chapter 160 Exhibit (Updates for Chapter 160 for 2021)

~~Effective 5/25/2020~~1/1/2021

## TABLE OF CONTENTS

|        |                                                                       |    |
|--------|-----------------------------------------------------------------------|----|
| 160.01 | DEFINITIONS.....                                                      | 1  |
| 160.02 | AUTHORIZED POSITIONS, PERSONNEL,<br>CLASSIFICATION AND PAY GRADE..... | 8  |
| 160.03 | SALARY SCHEDULE.....                                                  | 11 |
| 160.04 | OTHER COMPENSATION.....                                               | 13 |
| 160.05 | OVERTIME ELIGIBILITY.....                                             | 14 |
| 160.06 | OVERTIME PAY.....                                                     | 14 |
| 160.07 | LONGEVITY.....                                                        | 15 |
| 160.08 | ADMINISTRATION OF PAY PLAN.....                                       | 16 |
| 160.09 | GROUP INSURANCE.....                                                  | 17 |
| 160.10 | EDUCATIONAL ASSISTANCE.....                                           | 18 |
| 160.11 | CITY CLOTHING PROVIDED.....                                           | 19 |
| 160.12 | CITY CLOTHING PROVIDED (SENIOR POLICE MANAGEMENT).....                | 20 |



## 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~~ 40 hours.

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**

**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.

Temporary Appointment: Temporary appointments within the classified services are addressed in the Civil Service Rules.

Transfer: voluntary and/or involuntary reassignment from one position and/or 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 employees 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> |
|-----------------------------------------------|------------------|-----------------------|------------------|
| <b>(a) ADMINISTRATIVE</b>                     |                  |                       |                  |
| 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                | Unclassified          | 15               |
| Clerk of Courts                               | 1                | Unclassified          | 18               |
| Assistant Clerk of Courts                     | 1                | Classified            | 11               |
| Data Entry Operator                           | 1p/t             | Classified            | 8                |
| Data Entry Operator                           | 1                | Classified            | 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               |
| <u>Special Events and Media Coordinator 1</u> |                  | <u>Unclassified</u>   | <u>12-14</u>     |
| <b>(b) DEPARTMENT OF COMPUTER SYSTEMS</b>     |                  |                       |                  |
| Director of Computer Systems                  | 1                | Unclassified          | 22               |
| Network Systems Administrator                 | 1                | Classified            | 19               |
| <b>(c) DEPARTMENT OF DEVELOPMENT</b>          |                  |                       |                  |
| Development Director                          | 1                | Unclassified          | 22               |
| Development Director                          |                  |                       |                  |
| Administrative Assistant                      | 1                | Unclassified          | 13               |
| Planning & Zoning Administrator               | 1                | Classified            | 19               |
| <b>(d) HUMAN RESOURCES DEPARTMENT</b>         |                  |                       |                  |
| Director of Human Resources                   | 1                | Unclassified          | 22               |
| Human Resources Generalist                    | 1                | Unclassified          | 12               |



**(e) PARKS & RECREATION DEPARTMENT**

|                                             |              |                         |                |
|---------------------------------------------|--------------|-------------------------|----------------|
| Director                                    | 1            | Unclassified            | 22             |
| Administrative Assistant                    | 1            | Unclassified            | 13             |
| Senior Center Manager                       | 1            | Classified              | 16             |
| <del>Special Events/Media Coordinator</del> | <del>1</del> | <del>Unclassified</del> | <del>12</del>  |
| Senior Citizens Assistant                   | 2 p/t        | Classified              | <del>75</del>  |
| Senior Center Activities Instructor         | 1 p/t        | Classified              | <del>53</del>  |
| Recreation Superintendent                   | 1            | Classified              | 16             |
| Grounds Superintendent                      | 1            | Classified              | 16             |
| Assistant Grounds Superintendent/Arborist   | 1            | Classified              | 14             |
| Parks Grounds Maintenance                   | 2            | Classified              | <del>3-4</del> |
| 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                                           | 9             | Classified            | See Chapter 162  |
| Support Services Supervisor                          | 1             | Classified            | 18               |
| Property Room Coordinator                            | 1             | Classified            | 10               |
| Property Room Clerk                                  | 1p/t          | Classified            | 7                |
| Chief of Police                                      |               |                       |                  |
| Administrative Assistant                             | 1             | Classified            | 14               |
| Public Safety Records Technician                     | <del>23</del> | Classified            | 9                |
| Public Safety Records/Research Technician            | 1             | Classified            | 10               |
| Court Specialist                                     | 1             | Classified            | <del>9-10</del>  |
| <del>Detective Bureau Administrative Assistant</del> | <del>1</del>  | <del>Classified</del> | <del>9</del>     |
| Command & Staff Administrative Assistant             | 1             | Classified            | <del>10-11</del> |
| Accreditation Manager                                | 1 p/t         | Classified            | 10               |
| Training Coordinator                                 | 1p/t          | Classified            | 10               |
| Court Liaison                                        | 2 p/t         | Classified            | 13               |

**(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 | <del>-9</del> <u>12</u> |

## (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 | <del>-6</del> <u>10</u> |

## (3) Water/Wastewater Division

|                                              |   |            |                         |
|----------------------------------------------|---|------------|-------------------------|
| Superintendent                               | 1 | Classified | 18                      |
| Asst. Superintendent                         | 1 | Classified | 15                      |
| Maintenance Spec/Equip Operator              | 6 | Classified | 10                      |
| Billing <del>Supervisor</del> <u>Manager</u> | 1 | Classified | <del>14</del> <u>15</u> |
| Account Clerk 2                              | 4 | Classified | <del>-7</del> <u>8</u>  |

## (4) Street Division

|                                                  |    |            |                         |
|--------------------------------------------------|----|------------|-------------------------|
| Superintendent                                   | 1  | Classified | <del>17</del> <u>18</u> |
| 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

|                         |   |              |    |
|-------------------------|---|--------------|----|
| Director of Engineering | 1 | Unclassified | 22 |
|-------------------------|---|--------------|----|

**CITY OF REYNOLDSBURG, OHIO  
SALARY SCHEDULE**

**160.03 SALARY SCHEDULE**

BEGINNING July 1, ~~2019~~ 2021 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         | <del>\$ 15.15</del> | <del>\$ 15.91</del> | <del>\$ 16.70</del> | <del>\$ 17.54</del> | <del>\$ 18.41</del> | <del>\$ 19.34</del> | <del>\$ 20.30</del> |
| 4         | <del>\$ 15.29</del> | <del>\$ 16.88</del> | <del>\$ 18.51</del> | <del>\$ 20.12</del> | <del>\$ 21.74</del> | <del>\$ 23.30</del> | <del>\$ 24.96</del> |
| 5         | <del>\$ 15.67</del> | <del>\$ 17.30</del> | <del>\$ 18.97</del> | <del>\$ 20.62</del> | <del>\$ 22.29</del> | <del>\$ 23.89</del> | <del>\$ 25.58</del> |
| 6         | <del>\$ 15.98</del> | <del>\$ 17.65</del> | <del>\$ 19.35</del> | <del>\$ 21.02</del> | <del>\$ 22.73</del> | <del>\$ 24.36</del> | <del>\$ 26.09</del> |
| 7         | <del>\$ 16.56</del> | <del>\$ 18.00</del> | <del>\$ 19.74</del> | <del>\$ 21.44</del> | <del>\$ 23.18</del> | <del>\$ 24.85</del> | <del>\$ 26.61</del> |
| 8         | <del>\$ 17.48</del> | <del>\$ 19.13</del> | <del>\$ 20.78</del> | <del>\$ 22.45</del> | <del>\$ 24.08</del> | <del>\$ 25.75</del> | <del>\$ 27.41</del> |
| 9         | <del>\$ 18.32</del> | <del>\$ 20.05</del> | <del>\$ 21.78</del> | <del>\$ 23.53</del> | <del>\$ 25.24</del> | <del>\$ 26.99</del> | <del>\$ 28.73</del> |
| 10        | <del>\$ 18.78</del> | <del>\$ 20.55</del> | <del>\$ 22.53</del> | <del>\$ 24.12</del> | <del>\$ 25.87</del> | <del>\$ 27.67</del> | <del>\$ 29.45</del> |
| 11        | <del>\$ 19.15</del> | <del>\$ 20.96</del> | <del>\$ 22.77</del> | <del>\$ 24.60</del> | <del>\$ 26.38</del> | <del>\$ 28.22</del> | <del>\$ 30.04</del> |
| 12        | <del>\$ 19.53</del> | <del>\$ 21.38</del> | <del>\$ 23.23</del> | <del>\$ 25.09</del> | <del>\$ 26.91</del> | <del>\$ 28.78</del> | <del>\$ 30.64</del> |
| 13        | <del>\$ 19.92</del> | <del>\$ 21.81</del> | <del>\$ 23.69</del> | <del>\$ 25.59</del> | <del>\$ 27.45</del> | <del>\$ 29.36</del> | <del>\$ 31.25</del> |
| 14        | <del>\$ 20.32</del> | <del>\$ 22.24</del> | <del>\$ 24.16</del> | <del>\$ 26.11</del> | <del>\$ 27.99</del> | <del>\$ 29.95</del> | <del>\$ 31.88</del> |
| 15        | <del>\$ 20.65</del> | <del>\$ 22.69</del> | <del>\$ 24.65</del> | <del>\$ 26.63</del> | <del>\$ 28.55</del> | <del>\$ 30.55</del> | <del>\$ 32.52</del> |

Attachment: 96-2020 Amend Chapter 160 Exhibit (Updates for Chapter 160 for 2021)

| Pay Grade | Step 1  | Year 2 COLA | Step 2  | Year 4 COLA | Step 3  | Year 6 COLA | Step 4  | Year 8 COLA | Step 5  | Year 10 COLA | Step 6  |
|-----------|---------|-------------|---------|-------------|---------|-------------|---------|-------------|---------|--------------|---------|
|           |         | 2%          |         | 2%          |         | 2%          |         | 2%          |         | 2%           |         |
| 3         | \$15.91 | COLA        | \$16.70 | COLA        | \$17.54 | COLA        | \$18.41 | COLA        | \$19.34 | COLA         | \$20.30 |
|           |         | 2%          |         | 2%          |         | 2%          |         | 2%          |         | 2%           |         |
| 4         | \$16.88 | COLA        | \$18.51 | COLA        | \$20.12 | COLA        | \$21.74 | COLA        | \$23.30 | COLA         | \$24.96 |
|           |         | 2%          |         | 2%          |         | 2%          |         | 2%          |         | 2%           |         |
| 5         | \$17.30 | COLA        | \$18.97 | COLA        | \$20.62 | COLA        | \$22.29 | COLA        | \$23.89 | COLA         | \$25.58 |
|           |         | 2%          |         | 2%          |         | 2%          |         | 2%          |         | 2%           |         |
| 6         | \$17.65 | COLA        | \$19.35 | COLA        | \$21.02 | COLA        | \$22.73 | COLA        | \$24.36 | COLA         | \$26.09 |
|           |         | 2%          |         | 2%          |         | 2%          |         | 2%          |         | 2%           |         |
| 7         | \$18.00 | COLA        | \$19.74 | COLA        | \$21.44 | COLA        | \$23.18 | COLA        | \$24.85 | COLA         | \$26.61 |
|           |         | 2%          |         | 2%          |         | 2%          |         | 2%          |         | 2%           |         |
| 8         | \$19.13 | COLA        | \$20.78 | COLA        | \$22.45 | COLA        | \$24.08 | COLA        | \$25.75 | COLA         | \$27.41 |
|           |         | 2%          |         | 2%          |         | 2%          |         | 2%          |         | 2%           |         |
| 9         | \$20.05 | COLA        | \$21.78 | COLA        | \$23.53 | COLA        | \$25.24 | COLA        | \$26.99 | COLA         | \$28.73 |
|           |         | 2%          |         | 2%          |         | 2%          |         | 2%          |         | 2%           |         |
| 10        | \$20.55 | COLA        | \$22.53 | COLA        | \$24.12 | COLA        | \$25.87 | COLA        | \$27.67 | COLA         | \$29.45 |
|           |         | 2%          |         | 2%          |         | 2%          |         | 2%          |         | 2%           |         |
| 11        | \$20.96 | COLA        | \$22.77 | COLA        | \$24.60 | COLA        | \$26.38 | COLA        | \$28.22 | COLA         | \$30.04 |
|           |         | 2%          |         | 2%          |         | 2%          |         | 2%          |         | 2%           |         |
| 12        | \$21.38 | COLA        | \$23.23 | COLA        | \$25.09 | COLA        | \$26.91 | COLA        | \$28.78 | COLA         | \$30.64 |
|           |         | 2%          |         | 2%          |         | 2%          |         | 2%          |         | 2%           |         |
| 13        | \$21.81 | COLA        | \$23.69 | COLA        | \$25.59 | COLA        | \$27.45 | COLA        | \$29.36 | COLA         | \$31.25 |
|           |         | 2%          |         | 2%          |         | 2%          |         | 2%          |         | 2%           |         |
| 14        | \$22.24 | COLA        | \$24.16 | COLA        | \$26.11 | COLA        | \$27.99 | COLA        | \$29.95 | COLA         | \$31.88 |
|           |         | 2%          |         | 2%          |         | 2%          |         | 2%          |         | 2%           |         |
| 15        | \$22.69 | COLA        | \$24.65 | COLA        | \$26.63 | COLA        | \$28.55 | COLA        | \$30.55 | COLA         | \$32.52 |

\*Nonexempt payroll will be based upon hourly rates derived from the annual rates.

\*\* Scale will automatically adjust by 2% each year beginning January 1, 2022.

## (b) SUPERVISORY PAY RANGE

| Pay Grade | Minimum                          | Maximum                          |
|-----------|----------------------------------|----------------------------------|
| 14        | \$ <del>24.50</del> <u>26.00</u> | <del>\$ 34.00</del> <u>40.00</u> |
| 15        | <del>\$ 25.50</del> <u>27.00</u> | \$ <del>36.00</del> <u>42.00</u> |
| 16        | \$ <del>26.00</del> <u>28.00</u> | \$ <del>38.00</del> <u>44.00</u> |
| 17        | \$ <del>27.00</del> <u>29.00</u> | \$ <del>41.00</del> <u>46.00</u> |
| 18        | \$ <del>28.00</del> <u>30.00</u> | <del>\$ 43.00</del> <u>48.00</u> |
| 19        | \$ <del>29.00</del> <u>31.00</u> | \$ <del>45.00</del> <u>50.00</u> |
| 20        | \$ <del>31.00</del> <u>32.00</u> | \$ <del>47.00</del> <u>52.00</u> |
| 21        | \$ <del>33.00</del> <u>34.00</u> | \$ <del>49.00</del> <u>54.00</u> |
| 22        | \$ <del>35.00</del> <u>36.00</u> | \$ <del>51.00</del> <u>56.00</u> |

\* Scale will automatically adjust by 2% each year beginning 2022.

## (c) Senior Police Management

| Pay Grade | Minimum                          | Maximum                          |
|-----------|----------------------------------|----------------------------------|
| 24A       | \$ <del>45.00</del> <u>50.00</u> | \$ <del>60.00</del> <u>65.00</u> |
| 26A       | \$ <del>50.00</del> <u>55.00</u> | \$ <del>65.00</del> <u>70.00</u> |

\*Nonexempt payroll will be based upon hourly rates derived from the annual rates.

\* Scale will automatically adjust by 2% each year beginning 2022.

(c) Part Time Employee

Part time employees' rate of pay shall ~~begin at the minimum~~ be set by the Appointing Authority within the 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 how many are within 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           |
| Tax Administrator                  | Finance Manager           |
| Assistant City Prosecutors         | Clerk of Council          |
| Planning & Zoning Administrator    | Assistant City Attorney   |

### Criminal Justice Program Administrator

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 <sup>th</sup> year         | 9 <sup>th</sup> year       | \$550.00 annually  |
| 10 <sup>th</sup> year        | 14 <sup>th</sup> year      | \$ 600.00 annually |
| 15 <sup>th</sup> year        | 19 <sup>th</sup> year      | \$ 650.00 annually |
| 20 <sup>th</sup> 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-January 1, 2019-2021 the City will implement-update the step program for non-bargaining unit employees in pay grades 1 through 15 in non-supervisory roles as reflected in 160.03 (a). Effective January 1, 2021, any adjustments in step assignments will be made at the discretion of the Appointing Authority to fall in line with the new step program being implemented. 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. Effective January 1, 2023, each employee will then move through their steps on their anniversary date of each year that falls on years that end in odd numbers. Effective January 1, 2022 and each January 1 thereafter the scale will adjust by two percent (2%) each year.~~

~~2)1)~~

~~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.~~

~~2) 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. The Appointing Authority will determine what step an~~



individual is assigned based upon the qualification at the time of the initial hiring/transfer/promotion.

In the event an individual does not meet ~~In order to move to the next step an employee's performance must meet or exceed~~ expectations on their annual review, moving to the next step could be delayed. Any employee not meeting performance standards will be notified of a delay of the step increase by six-months. At the six-month mark there will be another evaluation of performance and if the employee meets the performance standards, they will be granted their step increase and then move forward to their next step on their anniversary date. The denial of an increase is not a disciplinary action nor a reduction in pay, the employee has simply not earned an increase.

3) If there are specific required certifications and/or licenses that is required for a position and it is achieved, the Appointing Authority may authorize the moving to a higher step within the range.

4) 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. Annual ~~in~~ increases will be based upon annual performance reviews/feedback from their supervisor and/or Appointing Authority within the approved ranges and will be effective January 1 of each year. Any other salary adjustments will be made at the discretion of the Appointing Authority.

5) All employee change forms shall be signed by the Appointing Authority, City Auditor or designee of the City Auditor, and the Human Resources Director to confirm that such change forms are consistent with the requirements set forth in Chapter 160.

~~a. 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~~

#### (b) Cost of Living Adjustments

~~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. On January 1 of each calendar year that is an even number, there will be a two-percent (2%) cost of living adjustment for all non-bargaining unit employees.~~

#### (c) 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, adjusted from their current pay grade and step and to the assigned pay grade and the step determined by the~~ Appointing Authority.

(d) 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~~ pay rate will be set by the Appointing Authority pursuant to Section 160.08 (a) (2). 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 15<sup>th</sup> 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.
7. Employees not required to wear uniforms daily, may be provided shirts, sweaters, and jackets, etc. with the City of Reynoldsburg logo. The clothing may be worn for work at any time but are primarily to be worn for special events where it is desired the City of Reynoldsburg employees can be identified.

All clothing purchased must be approved colors and be branded with City of Reynoldsburg logo/name. Department directors are responsible for approving clothing options with the City of Reynoldsburg logo.

While wearing city branded clothing, employees are to conduct themselves in a professional manner. This portion of the policy does not negate the ability of the City of Reynoldsburg from providing protective clothing, boots, vests, gloves, aprons or other items deemed protective in nature and intended for specific purposes.

Uniforms or clothing purchased by the city and distributed to employees will be treated as a fringe benefit, included as wages to the employee and subject to withholding tax purposes unless not permit by law.

#### 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                |
| <del>Trooper Winter Hat — 1</del>  | Gloves — 1 pair                |
| Hat, Summer — 1                    | Flashlight — 1 (3-cell)        |
| Raincoat Cover — 1                 | <del>Cite Bookholder — 2</del> |
| Hat Badge — 1                      | <del>Wristwatch — 1</del>      |
| Breast Badge — 2                   | Protective Vest — 1            |
| Name Plate — 2                     | Belt (Trouser) — 1             |
| Whistle — 1                        | Gun Belt — 1                   |
| Whistle Chain — 1                  | Service Weapon — 1             |
| <u>Formal Dress Police Uniform</u> |                                |

**CITY OF REYNOLDSBURG**  
**An Equal Opportunity Employer**  
**POSITION DESCRIPTION**

Page 1 of 5

**Working Title:** Public Safety Records/Research Technician **Employee Number:**

**DEPT./OFFICE:** DIVISION OF POLICE  
**CLASS TITLE:** PUBLIC SAFETY  
 ADMINISTRATIVE SUPPORT

**WORKING TITLE:** PUBLIC SAFETY  
 RECORDS/RESEARCH TECHNICIAN  
**EMPLOYEE NUMBER:** 0

**Status:** **Classified** ☒ **Unclassified** ☐  
**Full-Time** ☒ **Part-Time** ☐ **Other** ☐  
**OT Status Per Ord.:** Non-exempt

**Citation Code:** 160.02  
**Reports To:** ~~Support Services Supervisor~~  
**Detective Bureau Sergeant**  
**Normal Working Hours:** 40 hours per week

**ESSENTIAL FUNCTIONS OF THE POSITION:** (For purposes of 42 USC 12101)

**45%** (1) Provides support for seven detectives and one detective sergeant, maintains confidential and investigative files; research and assembles court paperwork, forfeiture/seizures packets and grand juries; media liaison for weekly crime reports; processes adult and juvenile prints and dispositions; assists in processing of employment applications and backgrounds for positions in the Division of Police; maintains computerized budget, account balances and purchase requests for the detective bureau. Provides public record requests for the media, other government agencies and the general public.

(2) Maintain crime statistics for the Division of Police used for various reports and public records requests; maintains various databases (e.g. personnel roster, grand juries, open and closed cases, alarms, referrals of juvenile abuse from FCCS or other agencies); provide oral and written communication with citizens, victims, suspects and provide them with accurate information regarding their case.

(3) Pull and record phone calls and video such as jail video for courts and investigations; run criminal histories, names, social security numbers, license tags in LEADS; search same gender prisoners; manages police reports/ maintains report files; processes incoming mail; types/ assembles court paperwork (e.g., grand juries, search warrants); tracks lab evidence reports; provides typing/office assistance for detectives and the detective bureau sergeant; basic maintenance of audiology, transcribes interviews; records minutes of meetings; processes record check; maintains database for various files; creates spreadsheets/forms; copies/faxes various documents.

~~60%~~ **40%** (1) Utilize software programs, such as Microsoft Access and Power BI, to extract, clean, code and transform data sourced by the Data Dictionary Files (DDFs) and other databases. Write formulas and Data Analysis Expressions (DAX) to create searchable databases, and to produce customizable interactive, user-friendly reports requested by Police Ad



**CITY OF REYNOLDSBURG**  
**An Equal Opportunity Employer**  
**POSITION DESCRIPTION**

Page 2 of 5

---

**Working Title:** Pubic Safety Records/Research Technician    **Employee Number:**

---

sergeants, detectives, officers, clerks, the public, etc. Generate reports to assess shift and department goals, officer productivity, call volume, quality of life concerns, and the allocation of department resources. Create and manage tools outside of the current Records Management System (RMS) and Computer Aided Dispatch (CAD) to assist with investigations. Track traffic and crime statistics, and assist with stats requests from Police Administration, clerks, the public, and the state. Utilize mapping software to assess geographical data.

(2) Create and maintain tools and searchable databases to be used by the evidence technicians to determine pertinent information relating to cases and evidence. Run reports to assist with inventory and the disposal of property.

(3) Assist Support Services Supervisor in maintaining accuracy of RMS data by locating and correcting inaccuracies and discrepancies in RMS data, reviewing and closing reports, finalizing IMC logs, maintaining databases to include master names, geo-files, site files, personnel files, etc.

(4) Form and maintain relationships with peers at neighboring agencies to facilitate data sharing and serve as the point to fulfill requests for information relating to crime sprees, patterns, and trends throughout the city. Retrieve, assess, and forward information received from outside agencies as requested by sergeants, detectives, and officers.

(5) Study current literature on research methodology and police issues, and make appropriate recommendations for improvements in intelligence research practices.

(6) Respond to ad hoc requests from the chain of command and other police department staff for meetings, presentations, and other events or needs.

(7) Manage and maintain data collection, intelligence, and analysis programs used by the police department.

(8) Perform other analytical duties as requested.

40% 10% ~~(2)~~ (1) Search same gender prisoners when necessary. Could have the possibility of contact with potentially violent and/or emotionally distraught persons

~~(3)~~ (2) Notarize various documents for officers to include adult and juvenile charges.

Attachment: 96-2020 Amend Chapter 160 Exhibit (Updates for Chapter 160 for 2021)



**CITY OF REYNOLDSBURG**  
**An Equal Opportunity Employer**  
**POSITION DESCRIPTION**

Page 3 of 5

**Working Title:** Public Safety Records/Research Technician    **Employee Number:**

(4) (3) Remain informed of current developments and procedures pertinent to duties; participate in staff development activities and services; review procedures.

(5) (4) Provide coverage for Records Technicians for vacations and other mark-offs as needed

10% 5% (1) Performs submission of electronic BCI/FI fingerprinting as well as complete inked FBI/BCI submissions for the general public; works as backup and performs duties of the public services/record technicians and the court specialist as needed. Process permit applications and fees for alarms, coin operated games, second hand dealer and pawn shops.

**OTHER DUTIES AND RESPONSIBILITIES:**

- (1) Maintain required licenses and/or certificates.
- (2) Update job knowledge by participating in educational opportunities when available.
- (3) Perform other related duties as assigned.
- (6) Meet all job safety requirements and all applicable OSHA safety standards that pertain to essential functions.
- (7) Demonstrate regular and predictable attendance.
- (8) Exercise independent judgment/discretion; handle multiple tasks.
- (9) Function independently and dependably with minimal supervision.

**MINIMUM ACCEPTABLE CHARACTERISTICS:** (\*Indicates developed after employment)

**Knowledge of:** Division policies and procedures;\* public record laws\*, policies, legal documents, and other factors pertaining to the maintenance and release of data\*, law enforcement procedures, methods, and terminology;\* business English, spelling, and arithmetic; computer software, coding, and statistics; Word and data processing techniques and procedures.

**Skill in:** Microsoft based products including Word, Excel, PowerPoint, Access, and Power BI. The use of , OHLEG, LEADS, CLEAR, and AUDIOLOG\*, as well as data input and data extraction; use of office equipment; word processing; computer operation; strong analytical and organization skills; proper telephone usage to include business and emergency lines\*; knowledge of and skill in navigating social media and other internet based sources of data;

**Ability to:** Carry out detailed but basic written or oral instructions; perform, prioritize, and organize independently; handle multiple tasks; copy material accurately; prepare concise and coherent reports; recognize grammatical and spelling errors; accurately maintain records according to established

**CITY OF REYNOLDSBURG**  
**An Equal Opportunity Employer**  
**POSITION DESCRIPTION**

**Page 4 of 5**

**Working Title:** Pubic Safety Records/Research Technician    **Employee Number:**

procedures; operate different software applications; accurate entry and retrieval of information from police computer and file sources; abide by confidentiality standards as regards to search warrants, informants, and other information that is not public record.

**QUALIFICATIONS:** (An example of acceptable qualifications)

- Four year degree in Sociology, Criminology, Psychology or related field; experience in research and data analysis; additional training in office procedures; proficiency with Microsoft based products and internet usage; working knowledge of PowerBI, Access, Word, and Excel.

**LICENSURE OR CERTIFICATION REQUIREMENTS:**

Valid Ohio driver's license; Notary Public Commission\*; NCIC/LEADS Operator\* and CCH Certification.

**INHERENTLY HAZARDOUS OR PHYSICALLY DEMANDING WORKING CONDITIONS:**  
 (FOR PURPOSES OF O.R.C. 4167)

1. Uses or works in proximity to the use of firearms.
2. Has contact with potentially violent or emotionally distraught persons.
3. Exposure to blood borne pathogens and/or close contact with persons possibly being carriers of diseases.
4. Exposure to disturbing photos and reports.

**PHYSICAL DEMANDS:**

Light Work: lift, push, pull 20 pounds occasionally; 10 pounds frequently. Ability to work occasional overtime or unusual hours.

**CLASS TITLES OF POSITION DIRECTLY SUPERVISED:**    N/A

Attachment: 96-2020 Amend Chapter 160 Exhibit (Updates for Chapter 160 for 2021)

**CITY OF REYNOLDSBURG**  
**An Equal Opportunity Employer**  
**POSITION DESCRIPTION**

**Page 5 of 5**

**Working Title:** Pubic Safety Records/Research Technician    **Employee Number:**

This position description in no manner states or implies that these are the only duties and responsibilities to be performed by the position incumbent. My (employee) signature below signifies that I have reviewed and understand the contents of my position description.

\_\_\_\_\_  
 Employee Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Appointing Authority

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Human Resources Director

\_\_\_\_\_  
 Date

Attachment: 96-2020 Amend Chapter 160 Exhibit (Updates for Chapter 160 for 2021)

**CITY OF REYNOLDSBURG**  
An Equal Opportunity Employer  
**POSITION DESCRIPTION**

Page 1 of 4

**DEPT./OFFICE:** WATER/WASTEWATER  
**CLASS TITLE:** BILLING-~~SUPERVISOR~~  
~~MANAGER~~

**WORKING TITLE:** BILLING  
~~SUPERVISOR~~MANAGER  
**EMPLOYEE NUMBER:**

**Status:** Classified ☒ Unclassified ☐  
**Full-Time** ☒ **Part-Time** ☐ **Other** ☐  
**OT Status Per Ord.:** Non-exempt

**Citation Code:** 160.02  
**Reports To:** ~~Assistant Superintendent~~ Service Director  
**Normal Working Hours:** 8:00 a.m. – 5:00 p.m.

**ESSENTIAL FUNCTIONS OF THE POSITION:** (For purposes of 42 USC 12101)

- 20% (1) Trains Account Clerk 2 and ~~Meter Reader~~; manages/directs the operations of the Water Department billing office (e.g., develops/implements office policies and procedures); supervises staff by approving leave requests, time sheets, conducts performance evaluations, recommends discipline); manages the collection of billings for water, sanitary sewer, storm water, and refuse services; tracks/collects all delinquent/final bills; collects/refunds renters' deposits.
- 40% (2) Performs a variety of general accounting/operational functions in order to assist with the efficient operation of the office (e.g., post cash payments, prepares deposit slips, balances cash drawer, applies credits/debits to accounts, verifies amounts tendered in payment of utility bills, provides receipts for monies received); calculates/prints utility bills for public; checks consumption reports and contacts customer if necessary to obtain reason for unusual consumption; sets up payment plans for customers; prepares shut-off lists; creates transfer, disconnect, and change of address work orders; prepares/tracks work orders; dispatches field crews and notifies customers; oversees grease trap/backflow notices; issues water/sewer permits; oversees balancing monetary batches on a daily basis; reviews/analyzes computer billing system errors; runs month end reports; approves changes to account information (e.g., credits, address changes, names); loads/downloads accounts into meter reader interrogator for reading meters; advises supervisor/elected officials of billing office operations.
- 25% (3) Issues water/sewer licenses (e.g., sends forms to excavator, indicates bond, insurance and financial information needed, types/submits licenses to Service Director for signature, sends licenses to excavators, maintains list of all licenses issued); issues water/sewer permits (e.g., receives payment from builders, checks subdivision map/verifies location, types permits with pertinent information); assigns new water account numbers to new subdivisions after maps are approved for construction; operates office equipment (e.g., personal computer,

Effective Date: 01/01/03

Date Revised: 04/08/13 11/30/2020

Developed by:  
Clemans, Nelson & Associates, Inc.

Dublin, Ohio 43017

052802jrCO  
ndrevwwhc

**Packet Pg. 440**

Attachment: 96-2020 Amend Chapter 160 Exhibit (Updates for Chapter 160 for 2021)

**CITY OF REYNOLDSBURG**  
An Equal Opportunity Employer  
**POSITION DESCRIPTION**

**Page 2 of 4**

**Attachment: 96-2020 Amend Chapter 160 Exhibit (Updates for Chapter 160 for 2021)**

---

Effective Date: 01/01/03

Date Revised: 04/08/13 11/30/2020

Developed by:  
Clemans, Nelson & Associates, Inc.

Dublin, Ohio 43017

052802jrCO  
ndrevwwhc

**Packet Pg. 441**

**CITY OF REYNOLDSBURG**  
**An Equal Opportunity Employer**  
**POSITION DESCRIPTION**

**Page 3 of 4**

**Working Title:** Billing ~~Supervisor~~ Manager

**Employee Number:**

check encoder, receipt validator, typewriter, adding machine) to perform general accounting/billing tasks; assists with determining departmental records retention/disposal schedule; tracks refuse accounts that are temporarily stopped and issues debit or credit to quarterly bills; prepares a variety of daily, year end, and financial statistical reports.

15% (4) Performs a variety of clerical tasks (e.g., opens and sorts mail, files utility records, answers telephone, receives/responds to inquiries from customers, sends bills, stuffs envelopes, types correspondence/memos)

(5) Remains informed of current guidelines/procedures pertinent to duties; participates in staff development activities and services review procedures; attends staff meetings and supervisory conferences.

(6) Meets all job safety requirements and all applicable OSHA safety standards that pertain to essential functions.

(7) Demonstrates regular and predictable attendance.

**OTHER DUTIES AND RESPONSIBILITIES:**

(8) Performs other related duties as assigned.

**MINIMUM ACCEPTABLE CHARACTERISTICS:** (\*Indicates developed after employment)

**Knowledge of:** Thorough knowledge of the principles of business; accounting; bookkeeping; department policies and procedures;\* office machines; public relations; community resources and services; office practices and procedures; English grammar and spelling; records management; supervisory principles and practices; office management; accounts receivable methods; considerable knowledge of modern office practice; computer software such as Word and Excel.

Attachment: 96-2020 Amend Chapter 160 Exhibit (Updates for Chapter 160 for 2021)

Effective Date: 01/01/03

Date Revised: 04/08/13 11/30/2020

Developed by:  
 Clemans, Nelson & Associates, Inc.

Dublin, Ohio 43017

052802jrCO  
 pdreywwbc

**CITY OF REYNOLDSBURG**  
**An Equal Opportunity Employer**  
**POSITION DESCRIPTION**

**Page 4 of 4**

**Working Title:** Billing ~~Supervisor~~ Manager

**Employee Number:**

**Skill in:** typing; data entry; word processing; computer operation; adding machine or calculator operation; use of modern office equipment; use or operation of hand held computer.; hand-held meter reader system.

**Ability to:** interpret a variety of instructions in written, oral, picture, or schedule form; calculate fractions, decimals, and percentages; copy material accurately and recognize grammatical and spelling errors; prepare routine correspondence; prepare accurate documentation; respond to routine inquiries from public and/or officials; communicate effectively; code items from one symbolic form to another; maintain records according to established procedures; cooperate with co-workers on group projects; answer telephone inquiries; handle sensitive inquiries from and contacts with officials and general public; work alone on most tasks; develop and maintain effective working relationships; resolve complaints; plan and install accounting systems and programs. Effectively supervise the activities of employees engaged in various tasks.

**QUALIFICATIONS:**

Associates degree in Accounting, Finance, Business Administration or other related field with 3 year job related experience OR High school graduate /GED and 10 years accounting/ billing experience. In addition to education/ experience must have 3 years' experience in office supervision.

**LICENSURE OR CERTIFICATION REQUIREMENTS:**

Valid Ohio Driver's License with good driving record.

**INHERENTLY HAZARDOUS OR PHYSICALLY DEMANDING WORKING CONDITIONS:**

(FOR PURPOSES OF O.R.C. 4167)

1. Has contact with potentially violent or emotionally distraught persons.

**PHYSICAL DEMANDS:**

Sedentary: lift, push, pull 25 pounds occasionally.

Attachment: 96-2020 Amend Chapter 160 Exhibit (Updates for Chapter 160 for 2021)

Effective Date: 01/01/03

Date Revised: 04/08/13 11/30/2020

Developed by:  
 Clemans, Nelson & Associates, Inc.

Dublin, Ohio 43017

052802jrCO  
 pdreywwbc

**Packet Pg. 443**

**CITY OF REYNOLDSBURG**  
 An Equal Opportunity Employer  
**POSITION DESCRIPTION**

Page 5 of 4

**Working Title:** Billing ~~Supervisor~~ Manager

**Employee Number:**

**CLASS TITLES OF POSITIONS DIRECTLY SUPERVISED:**

(2) Account Clerk 2

~~(1) Meter Reader~~

This position description in no manner states or implies that these are the only duties and responsibilities to be performed by the position incumbent. My (employee) signature below signifies that I have reviewed and understand the contents of my position description.

\_\_\_\_\_  
 Employee Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Appointing Authority

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Human Resources Director

\_\_\_\_\_  
 Date

Effective Date: 01/01/03

Date Revised: 04/08/13 11/30/2020

Developed by:  
 Clemans, Nelson & Associates, Inc.

Dublin, Ohio 43017

052802jrCO  
 pdreywwbc



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


---

**DATE:** December 7, 2020

**TO:** Finance and Administration Committee

**RE:** Updates to Personnel Procedure Manual

---

Approval:

|                         |                          |                            |
|-------------------------|--------------------------|----------------------------|
| Completed<br>Joe Begeny | Completed<br>Chris Shook | Completed<br>Stephen Cicak |
|-------------------------|--------------------------|----------------------------|

**AN ORDINANCE TO AMEND THE PERSONNEL PROCEDURE MANUAL  
REGARDING MILITARY SERVICE, HOURS OF WORK, AND OVERTIME**

WHEREAS, the Council of the City of Reynoldsburg, Ohio, has determined that it is necessary to update Reynoldsburg Personnel Procedure Manual.

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

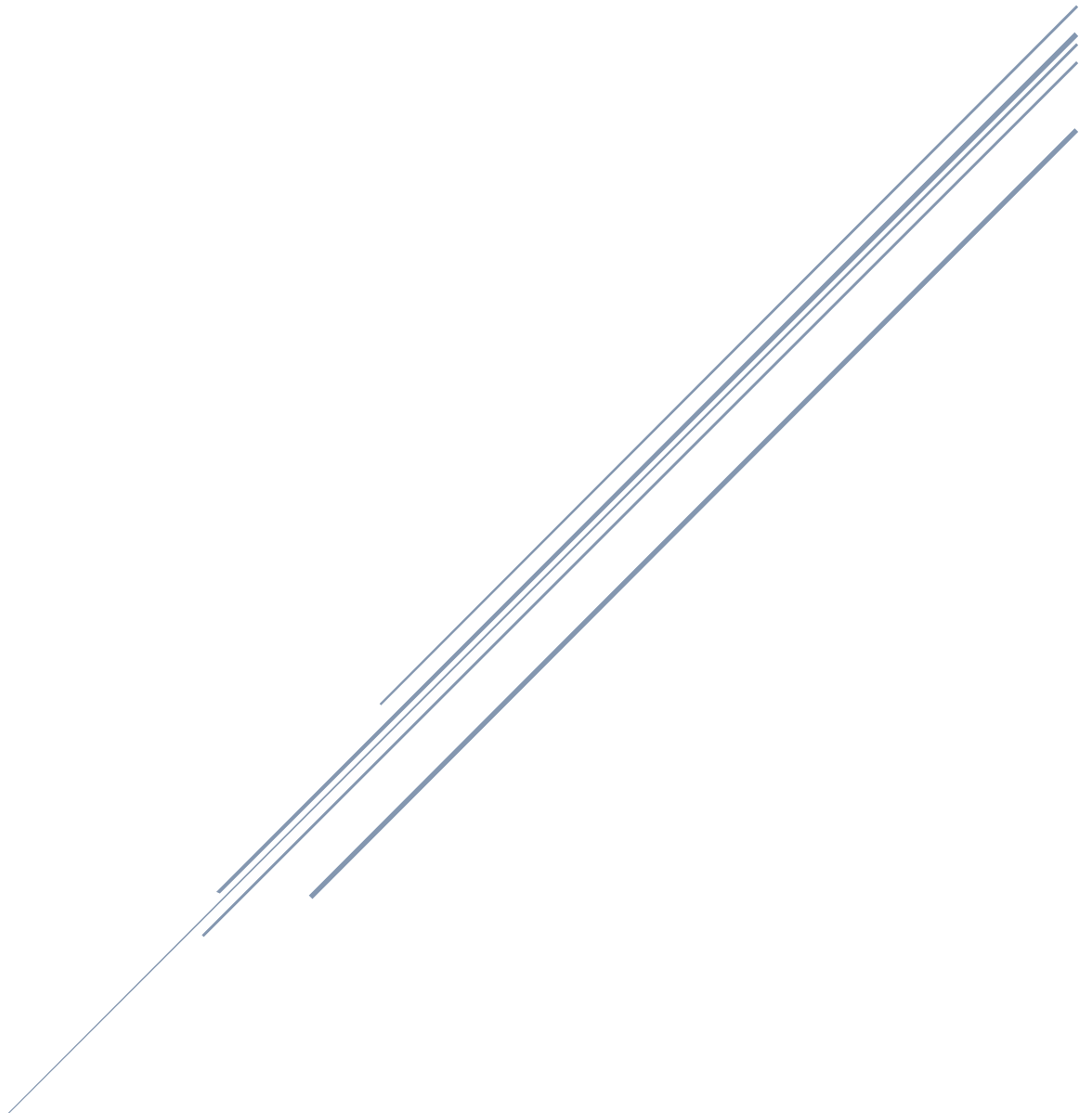
SECTION 1. That the City of Reynoldsburg, Ohio Personnel Procedure Manual does hereby amended the Police Command Staff Promotions, Military Service, Hours of Work and Overtime polices to read as follows:

See Exhibit "A" attached hereto and incorporated herein.

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

# CITY OF REYNOLDSBURG

## PERSONNEL PROCEDURE MANUAL



Attachment: PPM Fall 2020 updates.docx (PPM Updates)

## Contents

|                                                     |             |
|-----------------------------------------------------|-------------|
| INTRODUCTION OF PERSONNEL PROCEDURE MANUAL .....    | <u>33</u>   |
| EQUAL EMPLOYMENT OPPORTUNITY POLICY .....           | <u>44</u>   |
| AMERICANS WITH DISABILITY ACT.....                  | <u>44</u>   |
| UNLAWFUL DISCRIMINATION AND HARASSMENT.....         | <u>66</u>   |
| REPORTING HARASSMENT OR DISCRIMINATION.....         | <u>66</u>   |
| CLASSIFICATION STATUS .....                         | <u>88</u>   |
| PROBATIONARY PERIOD .....                           | <u>88</u>   |
| POLICE COMMAND STAFF PROMOTIONS.....                | <u>99</u>   |
| REDUCTION IN FORCE .....                            | <u>1313</u> |
| MEDICAL EXAMINATIONS AND DISABILITY SEPARATION..... | <u>1313</u> |
| WORKPLACE ROMANCES.....                             | <u>1515</u> |
| NEPOTISM .....                                      | <u>1515</u> |
| ETHICS/CONFLICTS OF INTEREST.....                   | <u>1616</u> |
| PERSONNEL FILES AND INFORMATION .....               | <u>1717</u> |
| OUTSIDE EMPLOYMENT .....                            | <u>1717</u> |
| RESIGNATION .....                                   | <u>1818</u> |
| POLITICAL ACTIVITY .....                            | <u>1818</u> |
| PERFORMANCE EVALUATIONS .....                       | <u>2020</u> |
| SOLICITATION .....                                  | <u>2020</u> |
| PAYCHECKS.....                                      | <u>2121</u> |
| REPORTING TO WORK AND TARDINESS .....               | <u>2121</u> |
| HOURS OF WORK AND OVERTIME .....                    | <u>2121</u> |
| COMPENSATORY TIME .....                             | <u>2323</u> |
| CALL-IN PAY.....                                    | <u>2323</u> |
| EMERGENCY HOLIDAY CALL IN PAY .....                 | <u>2323</u> |
| INCLEMENT WEATHER .....                             | <u>2424</u> |
| EDUCATIONAL ASSISTANCE INCENTIVE PROGRAM.....       | <u>2525</u> |
| SICK LEAVE.....                                     | <u>2525</u> |
| FAMILY MEDICAL LEAVE ACT ("FMLA") .....             | <u>2828</u> |
| INJURY LEAVE .....                                  | <u>3838</u> |
| LEAVE DONATION .....                                | <u>3939</u> |
| CIVIC DUTY LEAVE.....                               | <u>4141</u> |

|                                               |             |
|-----------------------------------------------|-------------|
| VACATION LEAVE .....                          | <u>4242</u> |
| FUNERAL LEAVE .....                           | <u>4343</u> |
| MILITARY LEAVE .....                          | <u>4343</u> |
| UNPAID LEAVE .....                            | <u>4444</u> |
| HOLIDAYS .....                                | <u>4444</u> |
| WORKERS' COMPENSATION .....                   | <u>4646</u> |
| TRANSITIONAL WORK PROGRAM .....               | <u>4747</u> |
| CREDIT CARD FLEET POLICY .....                | <u>4848</u> |
| TRAVEL POLICY AND REIMBURSEMENT .....         | <u>4949</u> |
| COMPUTER USE POLICY.....                      | <u>5151</u> |
| SOCIAL MEDIA LIMITATIONS .....                | <u>5757</u> |
| CITY PROPERTY .....                           | <u>5858</u> |
| TOBACCO USE POLICY .....                      | <u>6059</u> |
| DRUG AND ALCOHOL POLICY.....                  | <u>6060</u> |
| WORKPLACE VIOLENCE .....                      | <u>6463</u> |
| PERSONAL APPEARANCE .....                     | <u>6564</u> |
| INVESTIGATIONS AND DISCIPLINE .....           | <u>6665</u> |
| COMPLAINT PROCEDURE .....                     | <u>6767</u> |
| DURATION OF RECORDS.....                      | <u>6868</u> |
| LACTATION BREAKS .....                        | <u>6969</u> |
| CONCEALED CARRY .....                         | <u>6969</u> |
| AUDITOR OF STATE FRAUD REPORTING SYSTEM ..... | <u>7070</u> |
| CONTACT WITH NEWS MEDIA/RESIDENTS .....       | <u>7070</u> |
| EMPLOYEE INFORMATION AND RECORDS.....         | <u>7070</u> |
| PERSONNEL POLICY MANUAL ACKNOWLEDGEMENT ..... | <u>7272</u> |

## **INTRODUCTION OF PERSONNEL PROCEDURE MANUAL**

The provisions of this Personnel Procedure Manual (Manual) are applicable to all City employees, unless otherwise specified or governed by a collective bargaining agreement. The Manual is not a contract of employment or a guarantee of any rights or benefits, but is merely intended to be used to assist and guide employees in the day-to-day directions and performance of their duties.

The policies adopted in this Manual supersede all previous written and unwritten personnel policies or operational guidelines that directly conflict with this Manual, excluding Charter provisions and ordinances adopted by City Council, including Chapter 160, which may be amended from time to time. This Manual is also intended to be construed in such a manner as to comply with all applicable federal, state, and civil service laws and regulations. Employees are responsible, as a condition of their employment, to familiarize themselves with, and abide by, these policies and procedures.

The City may revise these policies with or without advance notice. The City will attempt to give employees advance notice of any Manual changes. Notice of revisions shall be provided to all employees.

If any article or section of this Manual is held to be invalid by operation of law, the remainder of this Manual and amendments thereto shall remain in force and effect. Should a conflict arise between the Ohio Revised Code (O.R.C.), applicable federal law, or applicable local law and this Manual, law shall prevail. Additionally, should a direct conflict exist between this Manual and a Collective Bargaining Agreement, the Bargaining Agreement shall prevail.

Questions regarding the interpretation and application of these policies and procedures contained herein shall be directed to the employee's Department Head/Supervisor with input from the Human Resources Director.

In addition to the policies and procedures contained herein, each department and/or division of the City may have operational rules and/or policies in writing or practice that are unique to that department or division which are not covered by this Manual. Employees are responsible for complying with those departmental or divisional rules and policies, in addition to the policies and procedures contained herein.

All supervisory personnel responsible for administering the policies and procedures contained in this Manual. Supervisory personnel shall administer all policies and procedures contained herein to ensure compliance by subordinate personnel.

## **EQUAL EMPLOYMENT OPPORTUNITY POLICY**

The City is an equal opportunity employer and does not discriminate on the basis of race, color, religion, sex, age, national origin, disability, military status, genetic testing, or other unlawful bias except when such a factor constitutes a bona fide occupational qualification (“BFOQ”). All personnel decisions and practices including, but not limited to, hiring, suspensions, terminations, layoffs, demotions, promotions, transfers, and evaluations, shall be made without regard to the above listed categories.

The City does not tolerate any conduct that intimidates, harasses, or otherwise discriminates against any employee or applicant for employment on the grounds listed above. Anyone who feels that their rights have been violated under this policy should submit a written complaint of discrimination to the Human Resources Director, who shall have the authority and responsibility to investigate and take appropriate action concerning the complaint.

## **AMERICANS WITH DISABILITY ACT**

The City prohibits discrimination in hiring, promotions, transfers, or any other benefit or privilege of employment, of any qualified individual with a permanent disability. To be considered a qualified individual, the employee must satisfy the requisite skills, experience, education and other job-related requirements of the position he holds or desires and must be able to perform the essential functions of his position, with or without a reasonable accommodation.

The City will provide reasonable accommodation to a qualified applicant or employee with a disability unless the accommodation would pose an undue hardship on or direct threat to the facility. Decisions as to whether an accommodation is necessary and/or reasonable shall be made on a case-by-case basis after engaging in an interactive process. An employee who wishes to request an accommodation shall direct such request to the HR Director, or EEO/ADA Coordinator, each of whom shall have the authority and responsibility to investigate and take appropriate action. Requests for accommodation should be in writing to avoid confusion; however, verbal requests will be considered. The employer and employee will meet and discuss whether an accommodation is appropriate and, if applicable, the type of accommodation to be given.

Any employee who feels that his rights have been violated under this policy should submit a written complaint as set forth in the Unlawful Discrimination and Harassment Policy.

## **Definitions**

### **Sex-Based Discrimination**

Sex discrimination involves treating someone unfavorably because of that person's sex. Discrimination against an individual because of gender identity, including transgender status, or because of sexual orientation is discrimination because of sex in violation of Title VII, which

protect lesbian, gay, bisexual, and transgender (LGBT) applicants and employees against employment bias.

Unlawful discrimination occurs when individuals are treated less favorably in their employment because of their membership in a protected classification. An employer may not discriminate against an individual with respect to the terms and conditions of employment, such as promotions, raises, and other job opportunities, based upon that individual's membership in that protected class.

Harassment is a form of discrimination. Harassment may be generally defined as unwelcome conduct based upon a protected classification. However, harassment becomes unlawful where:

1. Enduring the offensive conduct becomes a condition of continued employment.
2. The conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

### **Examples.**

By way of example, sexual harassment is one type of unlawful harassment. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

1. Submission to the conduct is made either explicitly or implicitly a term or condition of an individual's employment.
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual.
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment. Harassment on the basis of an employee's membership in any protected classification (as set forth above) is unlawful, will not be tolerated, and must be reported.
4. Unlawful discrimination and harassment does not generally encompass conduct of a socially acceptable nature. However, some conduct that is appropriate in a social setting may be inappropriate in the work place. A victim's perceived acquiescence in the behavior does not negate the existence of unlawful discrimination or harassment. Inappropriate conduct that an employee perceives as being "welcome" by another employee may form the basis of a legitimate complaint.
5. Additional examples of unlawful sexual harassment may include, but are not limited to: repeated unwanted and/or offensive sexual flirtations, advances or propositions; verbal abuse; graphic comments; display of objects, pictures or displays through other media; offensive, abuse and/or unwanted physical contact.

## **UNLAWFUL DISCRIMINATION AND HARASSMENT**

The City is committed to providing an environment that is safe and free from unlawful discrimination and harassment. Unlawful discrimination or harassment is behavior directed toward an employee because of his membership in a protected class such as: race, color, religion, sex, age, national origin, disability, military status, genetic testing, or other unlawful bias. Discrimination and harassment is inappropriate and illegal and will not be tolerated. All forms of unlawful discrimination and harassment are governed by this policy and must be reported and addressed in accordance with this policy. Unlawful discrimination and/or harassment may be committed against employees by elected officials, department heads, supervisors, co-workers, or members of the public. Further, unlawful discrimination and/or harassment may occur on-duty or off-duty.

### **Off Duty Conduct**

Unlawful discrimination or harassment that affects an individual's employment may extend beyond the confines of the workplace. Conduct that occurs off duty and off premises may also be subject to this policy. Employees are also cautioned that conduct off-duty and online may be constitute unlawful discrimination or harassment.

## **REPORTING HARASSMENT OR DISCRIMINATION**

It is the responsibility of the City to maintain an environment that is free from unlawful discrimination or harassment. Employees who feel they have been subject to unlawful discrimination or harassment by a fellow employee, supervisor, or other individual otherwise affiliated with the City shall immediately report the conduct, in writing, the Human Resources Director, who shall have the authority and responsibility to investigate and take appropriate action concerning the complaint. Similarly, employees who feel they have knowledge of discrimination or harassment, or who have questions or concerns regarding discrimination or harassment, shall immediately contact their supervisor. Late reporting of complaints and verbal reporting of complaints will not preclude the City from taking action. However, so that a thorough and accurate investigation may be conducted, employees are encouraged to submit complaints in writing and in an expedient manner following the harassing or offensive incident. All supervisors are required to follow up on all claims or concerns, whether written or verbal, regarding unlawful discrimination and harassment.

Although employees may confront the alleged harasser at their discretion, they are also required to submit a written report of any incidents as set forth above. When the City is notified of the alleged harassment, it will timely investigate the complaint. The investigation may include private interviews of the employee allegedly harassed, the employee committing the alleged harassment and any and all witnesses. Information will be kept as confidential as practicable, although confidentiality is not guaranteed. All employees are required to cooperate in any investigation. Determinations of harassment shall be made on a case-by-case basis. If the investigation reveals



the complaint is valid, prompt attention and disciplinary action designed to stop the harassment and prevent its recurrence will be taken.

**Retaliation.**

Anti-discrimination laws prohibit retaliatory conduct against individuals who file a discrimination charge, testify, or participate in any way in an investigation, proceeding, or lawsuit under these laws, or who oppose employment practices that they reasonably believe discriminate against protected individuals, in violation of these laws. The law also prevents retaliatory conduct against individuals who are close friends or family members with an individual who engaged in protected conduct. The City and its supervisors and employees shall not in any way retaliate against an individual for filing a complaint, reporting harassment, participating in an investigation, or engaging in any other protected activity. Any employee who feels he has been subjected to retaliatory conduct as a result of actions taken under this policy, or as a result of his relationship with someone who took action under this policy shall report the conduct to their supervisor immediately. Disciplinary action for filing a false complaint is not a retaliatory act.

**False Complaints.**

Legitimate complaints made in good faith are strongly encouraged; however, false complaints or complaints made in bad faith will not be tolerated. Failure to prove unlawful discrimination or harassment will not constitute a false complaint without further evidence of bad faith. False complaints are considered to be a violation of this policy.

**Corrective Action.**

If the City determines unlawful discrimination, harassment, or retaliation has taken place, appropriate corrective action will be taken, up to and including termination. The corrective action will be designed to stop the unlawful conduct and prevent its reoccurrence. If appropriate, law enforcement agencies or other licensing bodies will be notified. Any individual exhibiting retaliatory or harassing behavior towards an employee who exercised a right under this policy, or who is a close personal friend or family member of someone who exercised a right under this policy, will be subject to discipline, as will any employee who has knowledge of unlawful conduct and allows that conduct to go unaddressed.

**Coverage.**

This policy covers all employees, supervisors, department heads and elected officials. Additionally, this policy covers all suppliers, subcontractors, residents, visitors, clients, volunteers and any other individual who enters City property, conducts business on City property, or who is served by City personnel.

## **CLASSIFICATION STATUS**

The classified service shall comprise all City employees not specifically included in the unclassified service. Following completion of the probationary period of one (1) year, no classified employees shall be reduced in pay or position, fined, suspended or removed, or have his or her longevity reduced or eliminated, except and for those reasons set forth in the civil service law, or local law. Such reasons include: incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of any policy or work rule of the City, any other failure of good behavior, any other acts of misfeasance, malfeasance or nonfeasance in office, or conviction of a felony, except for just cause.

Unclassified employees serve at the pleasure of the City and may be terminated or otherwise separated from employment for any reason not inconsistent with law. An unclassified employee may not be rendered classified due to the provisions of this Manual.

## **PROBATIONARY PERIOD**

Newly hired or newly promoted employees in the classified service shall be required to successfully complete a one (1) year probationary period. The probationary period allows the City to closely observe and evaluate the employee's fitness and suitability for the position. Only those employees who demonstrate an acceptable standard of conduct and performance shall be retained in their positions.

A newly hired probationary period may be removed at any time during their probationary period due to unsatisfactory work performance. If an employee is removed during their original appointment probationary period, the employee lacks any appeal rights. Time spent on inactive pay status or non-paid leave of absence shall not be counted toward the completion of the probationary period. An employee's probationary period may be extended due to time spent in inactive pay status or on a non-paid leave of absence.

Employees working irregular schedules and intermittent employees shall have a one (1) year probationary period.

The failure of a promoted employee to complete a probationary period due to unsatisfactory performance shall result in the employee being returned to the same or similar position he held at the time of his promotion.

Unclassified employees serve at the pleasure of the appropriate appointing authority and do not serve a probationary period. Nothing contained in this policy should be considered a waiver of the right to remove an unclassified employee consistent with law.

## **POLICE COMMAND STAFF PROMOTIONS**

A. Senior Police Department Management by definition includes all positions as set forth herein above the rank of Sergeant and not included in a collective bargaining agreement. Senior Police Department Management positions are:

- a. Chief of Police
- b. Deputy Chief of Police
- c. Lieutenant

2. Pursuant to the power granted to the Reynoldsburg City Council by Section 7.03(e) of the Reynoldsburg City Charter, the Reynoldsburg City Council hereby eliminates the application of general laws of Ohio pertaining to the civil service provisions for selection and filling of Police Department positions above the rank of Police Officer and Sergeant, specifically Ohio Revised Code Section 124.44, and hereby substitutes its local procedure and provisions for filling said positions.

3. The Chief of Police may be filled by original appointment of a person who is not in the Reynoldsburg Police Department.

The following selection procedure shall be followed whether by original appointment or promotion:

- (1) a competitive promotional Civil Service Examination as set forth in Reynoldsburg City Code 157.04 shall not be given;
- (2) a candidate for promotion to Chief of Police or original appointment to Chief of Police shall have achieved a rank of command with at least one (1) year of police- command experience and a bachelor's degree in criminal justice, police science, or a related field such as the social sciences, business management, or public administration required commencing January 1, 1996, from an accredited college or university that would enable the candidate to be admitted to a graduate school at an accredited university; and
- (3) successful completion of one of the following: FBI National Academy, the Southern Police Institute's Command Officer Development Course, Northwestern University/Traffic Institute's School of Police Staff and Command, Public Safety Leadership Academy (PSLA), or Certified Law Enforcement Executive (CLEE).

Unless the Civil Service Commission contracts with an accredited law enforcement consulting agency to accept and rank resumes, a Preliminary Screening Committee shall be established to review applications and resumes of Chief of Police candidates. This committee shall be responsible for selection not more than ten (10) candidates.

The Preliminary Screening Committee shall be comprised of:

- Safety Committee Chair
- A representative from the OACP
- A representative from the FOP
- Human Resource Director

Any of the above can be replaced by a designee if necessary. Such designee would require approval by the Civil Service Commission.

The Committee will determine if the applicants meet the minimum job requirements as outlined in the job classification for the position of Chief of Police.

The Preliminary Screening Committee will rank the qualified candidates based upon their qualifications utilizing an objective evaluation form. The Committee shall submit to a final Selection Committee the top five (5) candidates.

The Final Selection Committee will be comprised of:

- Mayor
- A representative from the OACP
- A representative from the FOP
- Council President
- Safety Committee Chair
- City Attorney
- A representative appointed by the Mayor

Any of the above can be replaced by a designee if necessary. Such designee would require approval by the Civil Service Commission.

The final selection committee shall interview the final five (5) candidates and make a recommendation of the top three (3) to the appointing authority based on majority vote. The Appointing Authority will appoint from the top three (3).

4. The Deputy Chief of Police may be filled by original appointment or of a person who is not in the Reynoldsburg Police Department.
  - a. The following selection procedure shall be followed whether by original appointment or promotional appointment:
    - (1) A competitive promotional Civil Service examination as set forth in Reynoldsburg City Code 157.04 shall not be given;
    - (2) Candidate for promotion to Deputy Chief of Police or original

appointment to Deputy Chief of Police shall have achieved a rank of command with at least one (1) year of police command experience and a bachelor's degree in criminal justice, police science, or a related field such as the social sciences, business management or public administration required commencing January 1, 1996, from an accredited college or university that would enable the candidate to be admitted to a graduate school at an accredited university; and

- (3) Successful completion of one of the following: FBI National Academy, the Southern Police Institute's Command Officer Development Course, Northwestern University/Traffic Institute's School of Police Staff and Command, Public Safety Leadership Academy (PSLA), or Certified Law Enforcement Executive (CLEE).

- b. Unless the Civil Service Commission contracts with an accredited law enforcement consulting agency to accept and rank resumes, a Preliminary Screening Committee shall be established to review applications and resumes of Deputy Chief of Police candidates.

The Preliminary Screening Committee shall be comprised of:

- A representative appointed by the Mayor
- Current Chief of Police
- Human Resource Director
- Any of the above can be replaced by a designee if necessary. Such Designee would require approval by the Civil Service Commission.

The Committee will determine if the applicants meet the minimum job requirements as outlined in the job classification for the position of Deputy Chief of Police.

- c. The Preliminary Screening Committee will rank the qualified candidates based upon their qualifications utilizing an objective evaluation form. The committee shall submit to a final Selection Committee the top five (5) candidates.

The Final Selection Committee shall be comprised of:

- Mayor
- Chief of Police
- City Attorney
- Safety Director

- Human Resource Director

Any of the above can be replaced by a designee if necessary. Such designee would require approval by the Civil Service Commission.

- d. The final selection committee shall interview the final five (5) candidates and make a recommendation of the top three (3) to the appointing authority based on majority vote. The Appointing Authority will appoint from the top three (3).

~~5. A candidate for promotion to the rank of Lieutenant shall have:—~~

- ~~a. The following selection procedure shall be followed whether by original appointment or promotion:~~

- ~~i at least three (3) years of experience at the rank of Sergeant with the Reynoldsburg Police Department immediately preceding the date of promotion; and an Associate's Degree or two (2) complete years of college education from a community college, college or university, that would enable the candidate to be admitted to an undergraduate school as a third year student at an accredited college or university~~
- ~~ii. A written exam may be administered to all eligible candidates pursuant to the rules established by the Civil Service Commission.~~
- ~~iii. If a written exam is administered, then all candidates achieving a passing grade shall submit to an assessment center.~~

~~If a written exam is not given, then all eligible candidates shall submit to a assessment center, prepared and presented by an accredited law enforcement consulting agency as selected by the Civil Service Commission. The consulting agency shall submit the results to the Civil Service Commission, who will forward the names of the top three candidates to the appointing authority (the Mayor) who shall appoint from the top four ranked candidates.~~

- ~~(b) When there are not two (2) or more eligible candidates within the Reynoldsburg Police Department for the rank of Lieutenant, open posting shall be conducted throughout the state of Ohio for potential candidates, who are currently certified law enforcement officers through the Ohio Peace Officers Training Council.~~

- i. ~~the outside candidate shall have at least three (3) years of experience at the rank of Sergeant and an Associate's Degree or two (2) complete years of college education from a community college, college or university, that would enable the candidate to be admitted to an undergraduate school as a third year student at an accredited college or university;~~
- ii. ~~A written exam may be administered to all eligible candidates pursuant to the rules established by the Civil Service Commission.~~
- iii. ~~If a written exam is administered, then all candidates achieving a passing grade shall submit to an assessment center.~~

~~If a written exam is not given, then all eligible candidates shall submit to an assessment center, prepared and presented by an accredited law enforcement consulting agency as selected by the Civil Service Commission. The consulting agency shall submit the results to the Civil Service Commission, who will forward the names of the top four candidates to the appointing authority (the Mayor) who shall appoint from the top four (4) candidates.~~

### **REDUCTION IN FORCE**

If it becomes necessary to reduce staffing levels by layoff or job abolishment due to lack of work, lack of funds, reorganization or other justified business reason, the City shall lay off employees in accordance with law. The City shall determine the number of positions and the classifications in which layoffs will occur. Employees may have recall rights for up to one (1) year.

### **MEDICAL EXAMINATIONS AND DISABILITY SEPARATION**

All City employees are required and expected to maintain the appropriate physical and mental capacities to perform the essential functions of their job. The City may require an employee to take an examination, conducted by a licensed medical practitioner, to determine the employee's physical or mental capacity to perform the essential functions of his job, with or without reasonable accommodation. This examination may include a fitness-for-duty examination following an employee's absence from work due to their own illness or injury. This examination shall be at the City's expense. If the employee disagrees with the City's licensed medical practitioner's determination, he may request to be examined by a second licensed medical practitioner of his choice at his own expense. If the reports of the two practitioners conflict, a third opinion shall be rendered by a neutral party chosen by the City and paid for by the City. The third opinion shall be controlling.

If an employee, after examination, is found to be unable to perform the essential functions of his

position with or without reasonable accommodation, he may request use of accumulated, unused, paid and unpaid leave benefits, if applicable.

If a classified employee remains unable to perform the essential functions of his position after exhausting available leaves, he may request a voluntary disability separation. The City may require an employee seeking a voluntary disability separation to undergo a physical or psychological examination by a licensed medical practitioner of its choosing. If the examination supports the request for a voluntary disability separation, it will be granted.

If, after exhausting available leave, an employee refuses to request a voluntary disability separation, the City may place the employee on an involuntary disability separation if the City has substantial credible medical evidence to indicate that the employee remains disabled and incapable of performing the essential job duties. If the City seeks to involuntarily disability separate an employee, it may request that an employee submit to a medical or psychological examination to determine the employee's physical and mental capacity to perform the essential functions of their job. The employee must cooperate in this process. A failure to participate in the process may result in a finding that the employee is insubordinate which may result in discipline, up to and including termination. The City will select the licensed medical practitioner. While an examination is pending, the employee may be placed on administrative leave with pay.

If, after the examination, the City determines that the employee is incapable of performing the essential functions of the position, it shall institute the involuntary disability separation process. The City shall schedule a hearing with at least seventy-two (72) hours advance notice regarding whether the employee is capable of performing the essential functions of the position. The employee may waive the right to a hearing. However, if the employee chooses to have a hearing, the employee has the right to examine the City's evidence regarding the employee's ability to perform the essential functions of the position, rebut the City's evidence and/or present their own medical evidence.

If it is determined after the hearing that the employee is incapable of performing the essential functions of the position, the City shall issue an involuntary disability separation, which may be appealed to the City's civil service commission. However, if, after a hearing, it is determined that the employee is capable of performing the essential functions of their position, the employee shall be deemed fit for duty and returned to their position.

Employees that are disability separated have a two (2) year right to reinstatement. Any requests for reinstatement must be made in writing and include appropriate medical documentation to support the request. The City may require the employee to be examined by a licensed medical practitioner of its choosing. The City shall pay for the cost of its licensed medical practitioner. If it is determined that the employee is capable of performing the essential functions of the position, the employee shall be reinstated.



## **WORKPLACE ROMANCES**

To avoid concerns of sexual harassment, preferential treatment and other inappropriate behavior, employees are required to inform the Human Resources Director if they currently are, or if they intend to become, romantically involved with a co-worker. Such relationships are not necessarily prohibited, but must be appropriately addressed. Should the City determine that a conflict exists between an employee's employment and a personal relationship with a co-worker, the City will attempt to work with the employees to resolve the conflict. Should operational needs prevent resolution, the relationship must cease or one or both of the parties must separate from employment. Supervisors are expressly prohibited from engaging in romantic or sexual relationships with any employee they directly, or indirectly, supervise.

## **NEPOTISM**

### **Hiring**

Although the employment of close relatives is discouraged, the City will receive employment applications from relatives of current employees. However, the following five (5) situations shall prevent the City from hiring a relative of a current employee:

1. If one relative would have supervisory or disciplinary authority over another.
2. If one relative would audit the work of another.
3. If a conflict of interest exists between the relative and the employee or the relative and the City.
4. If the hiring of relatives could result in a conflict of interest.
5. If one of the family members would have access to confidential material.

### **Employment**

An employee is not permitted to work in a position where his supervisor or anyone within his chain of command is a relative. If such a situation is created through promotion, transfer or marriage, one of the affected employees must be transferred or an accommodation acceptable to the City must be established. Termination of employment will be a last resort. If two employees marry, they will be subject to the same rules listed above as other relatives.

The provisions of O.R.C. §§ 102.03 and 2921.42 render it unlawful for a public official to use his influence to obtain a benefit, including a job for her relative. Any violation of these statutes may result in criminal prosecution and/or disciplinary action. For purposes of the Article, the term "relative" shall include spouse, children, grandchildren, parents, grandparents, siblings, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father-in-law, mother-in-law, stepparents,

stepchildren, stepsiblings, and a legal guardian or other person who stands in the place of a parent to the employee.

### **ETHICS/CONFLICTS OF INTEREST**

The proper operation of a democratic government requires that actions of public officials and employees be impartial, that government decisions and policies be made through the proper channels of governmental structure, that public office not be used for personal gain, and that the public have confidence in the integrity of its government. Ohio Revised Code §§ 102.03 and 2921.42 prohibit public employees from using their influence to benefit themselves or their family members. In recognition of the above-listed requirements, the following Code of Ethics is established for all City officials and employees:

- A. No employee shall use his official position for personal gain, or shall engage in any business or shall have a financial or other interest, direct or indirect, which is in conflict with the proper discharge of his official duties.
- B. No employee shall, without proper legal authorization, disclose confidential information concerning the property, government or affairs of the City, nor shall he use such information to advance the financial or other private interest of himself or others.
- C. No employee shall accept any valuable gift, whether in the form of service, loan, item or promise from any person, firm or corporation that is interested directly or indirectly in any manner whatsoever in business dealings with the City; nor shall an employee accept any gift, favor or item of value that may tend to influence the employee in the discharge of his duties or grant, in the discharge of the employee's duties any improper favor, service or item of value.
- D. No employee shall represent private interests in any action or proceeding against the interest of the City in any matter wherein the City is a party.
- E. No employee shall engage in or accept private employment or render services for private interests when such employment or service is incompatible with the proper discharge of his official duties or would tend to impair his independent judgment or action in the performance of his official duties. Neither shall other employment, private or public, interfere in any way with the employee's regular, punctual attendance and faithful performance of his assigned job duties.

Any employee having doubt as to the applicability of these provisions should consult the Human Resources Director. Any employee offered a gift or favor who is not sure whether acceptance is a violation of the Code of Ethics, should inform his supervisor of the gift offer. No employee will accept from any contractor or supplier doing business with the City, any material or service for the employee's private use.

State law prohibits City employees and officials from having a financial interest in companies that do business with the City, with minor exceptions. Employees who have any doubt concerning a possible violation of these statutes are advised to consult an attorney.

## **PERSONNEL FILES AND INFORMATION**

The City shall maintain personnel files for all City employees. Such files may include individual employment data, payroll information, schedules, records of additions or deductions, application forms, and records pertaining to hiring, promotion, demotion, transfer, layoff and termination. Personnel files shall be available to members of the public in accordance with the law. An employee shall have a right of reasonable inspection of his official personnel file. No personnel records shall be removed from the official records unless in accordance with state or federal law or in accordance with the City's retention of records policy.

When a public records request is made for an employee's records, the City will endeavor to inform the employee of the request in advance of the release of records. The City will make reasonable efforts to redact personal information, and other non- public information, from the files before release. Notifying the employee of the release may not result in an unreasonable delay in releasing the records pursuant to an appropriate request. Employees are responsible for taking legal action in the event they wish to prohibit release of the requested documents to the requesting individual or entity.

Employees must timely advise the City of any change in name, address, marital status, telephone number, number of tax exemptions, citizenship, or association with any government military service organization.

## **OUTSIDE EMPLOYMENT**

Employees are required to notify their supervisor of any outside employment. No employee shall have outside employment, which conflicts in any manner with the employee's ability to properly and efficiently perform his duties and responsibilities with the City. Employees are expected to be at work and fit for duty when scheduled.

Employees are prohibited from engaging in secondary employment while on sick leave, disability leave, or family medical leave. Employees are strictly prohibited from engaging in or conducting outside private business during scheduled working hours and are further prohibited from engaging in conduct which creates a potential or actual conflict of interest with their duties and responsibilities as a City employee.

## **RESIGNATION**

Employees may voluntarily resign in good standing by submitting a written letter of resignation to their Appointing Authority at least two (2) weeks in advance of the effective date of resignation. Such resignation letter should be signed, dated and include the expected date of resignation. A failure to provide the appropriate notice may result in an individual being ineligible for re-employment with the City.

Employees voluntarily resigning from the City are expected to return all City equipment/property to their supervisor on, or before, the date of their voluntary resignation. A failure to timely return City equipment/property may result in a delayed delivery of their final paycheck.

An employee that is absent without leave for three (3) or more consecutive days may be considered to have constructively resigned their employment with the City.

## **POLITICAL ACTIVITY**

Although the City encourages all employees to exercise their constitutional rights to vote, certain political activities are legally prohibited for classified employees of the City whether in active pay status or on leave of absence. The following activities are examples of conduct permitted by classified employees:

- a. Registration and voting.
- b. Expressing opinions, either orally or in writing.
- c. Voluntary financial contributions to political candidates or organizations.
- d. Circulating non-partisan petitions or petitions stating views on legislation.
- e. Attendance at political rallies.
- f. Signing nominating petitions in support of individuals.
- g. Displaying political materials in the employee's home or on the employee's property.
- h. Wearing political badges or buttons, or the display of political stickers on private vehicles.

- i. Serving as a precinct official under O.R.C. § 3501.22.
- A.** The following activities are examples of conduct prohibited by classified employees.
- 1. Candidacy for public office in a partisan election.
  - 2. Candidacy for public office in a non-partisan general election if the nomination to candidacy was obtained in a primary partisan election or through the circulation of a nominating petition identified with a political party.
  - 3. Filing of petitions meeting statutory requirements for partisan candidacy to elective office.
  - 4. Circulating official nominating petitions for any partisan candidate.
  - 5. Holding an elected or appointed office in any partisan political organization.
  - 6. Accepting appointment to any office normally filled by partisan election.
  - 7. Campaigning by writing in publications, by distributing political material, or by writing or making speeches on behalf of a candidate for partisan elective office, when such activities are directed toward party success.
  - 8. Solicitation, either directly or indirectly, of any assessment, contribution or subscription, either monetary or in-kind, for any political party or political candidate.
  - 9. Solicitation for the sale, or actual sale, of political party tickets.
  - 10. Partisan activities at the election polls, such as solicitation of votes for other than nonpartisan candidates and nonpartisan issues.
  - 11. Service as a witness or challenger for any party or partisan committee.
  - 12. Participation in political caucuses of a partisan nature.
  - 13. Participation in a political action committee that supports partisan activity.

Any employee having a question pertaining to whether specific conduct of a political nature is permissible should contact their immediate supervisor, or City Attorney, prior to engaging in such conduct.

## **PERFORMANCE EVALUATIONS**

A written Performance Evaluation provides supervisors with an effective mechanism to measure and communicate levels of job performance to their employees. The City may conduct annual performance evaluations of employees. Evaluations, if conducted, will be based upon defined and specific criteria and will generally be reviewed with the employee by their supervisor or department head. The results will be discussed with the employee and the employee will be asked to sign the evaluation. An employee's signature will reflect their receipt of the evaluation, not their agreement with its contents. Should the employee refuse to sign, a notation will be made reflecting the date and time of the review along with the employee's refusal to sign. Employees may offer a written response to their performance evaluation. Such response, if given, will be maintained with the evaluation. Performance evaluations will be retained in the employee's personnel file.

Additional performance evaluations may be performed by the City at the City's discretion.

## **SOLICITATION**

Individuals not employed by the City are prohibited from soliciting funds or signatures, conducting membership drives, distributing literature or gifts, offering to sell merchandise or services (except by representatives of suppliers or vendors given prior authority), or engaging in any other solicitation, distribution, or similar activity on the premises or at a worksite.

The City may authorize a limited number of fund drives by employees on behalf of charitable organizations or for employee gifts. Employees are encouraged to volunteer to assist these drives; however, participation is entirely voluntary.

The following restrictions apply when employees engage in permitted solicitation or distribution of literature for any group or organization, including charitable organizations:

- A. Distribution of literature, solicitation and the sale of merchandise or services is prohibited in public areas.
- B. Soliciting and distributing literature during the working time of either the employee making the solicitation or distribution, or the targeted employee, is prohibited. The term "working time" does not include an employee's authorized lunch or rest periods or other times when the employee is not required to be working.
- C. Distributing literature in a way that causes litter on City property is prohibited.

The City maintains various communications systems to communicate City-related information to employees and to disseminate or post notices required by law. The unauthorized use of the

communications systems or the distribution or posting of notices, photographs, or other materials on any City property is prohibited.

Violations of this policy will be addressed on a case-by-case basis. Disciplinary measures will be determined by the severity of the violation, not the content of the solicitation or literature involved.

### **PAYCHECKS**

The City requires that all payroll checks be issued by way of Direct Deposit. It is the employees responsibility to inform the City of any changes, pay will be issued on the Friday following the end of a pay period, except when a regular payday falls on a holiday. If payday falls on a holiday, paychecks will be distributed the day immediately preceding the holiday. Pay advances are not permitted.

### **REPORTING TO WORK AND TARDINESS**

Employees are expected to report for and remain at work as scheduled and to be at their work stations at their starting time. Employees who call off work for personal reasons should call off in advance of their starting time in accordance with procedures established by their Supervisor. Employees who call off must make contact with their supervisor or designee each day of their absence unless they have made alternate arrangements. Calling off work in accordance with this procedure will not necessarily result in an employee receiving approved leave for their absence.

Tardiness may result in a reduction in the corresponding amount of pay for which the employee is late and/or discipline.

### **HOURS OF WORK AND OVERTIME**

The City will establish the hours of work for all employees. Generally, the normal business hours will be 8:00 a.m. to 5:00 p.m. Work hours may vary by Department. Staff may be required to work days, evenings, nights and/or weekends due to operational needs. Additionally, each City Department may alter the work schedules, days off and shifts of employees based upon operational needs.

Due to federal regulations, employees who are not exempt from the overtime provisions of the Fair Labor Standards Act (“FLSA”) are prohibited from signing in or beginning work before their scheduled starting time, or signing out/stopping work past their scheduled quitting time except with supervisory approval or in emergency situations. Additionally, non-exempt employees who receive an unpaid lunch period are prohibited from working during their lunch period except with supervisory approval or in emergency situations. Non-exempt employees

who work outside their regularly scheduled hours in contravention of this rule shall be paid for all hours actually worked, but may be disciplined accordingly.

Failure to properly sign-in or sign-out as required, misrepresenting time worked, altering any time record, or allowing a time record to be altered by others will result in disciplinary action. However, supervisors may make adjustments to an employee's time sheet, as necessary.

Generally, employees not exempt from the overtime provisions of the FLSA shall be compensated for overtime for all hours worked in excess of forty (40) in any one work week, regardless of the employee's regularly scheduled work day. Overtime shall be compensated at a rate of one and one-half times the employee's regular rate of pay for overtime worked, including time spent in paid status, unless otherwise noted.

The City may require overtime as a condition of continued employment. An employee who refuses to work a mandatory overtime assignment may be considered insubordinate and disciplined accordingly. Additionally, the City may authorize or require employees to work a flexible schedule in a work week. For overtime-eligible employees, a flexible schedule must occur within a single forty-hour workweek.

Employees who are exempt from the overtime provisions of the FLSA are not eligible for overtime payment. Such exemptions may include employees whose job duties are executive, administrative or professional in nature. At the discretion of the appointing authority, exempt employees may be required to keep track of, and report, their hours without destroying their exempt status. However, generally, exempt employees will not have a reduction in pay for absences of less than an entire work period of five (5) days. Absences will first be deducted from the employee's accumulated sick leave (if appropriate), vacation leave or other paid leave. The following positions have been determined to be exempt from the overtime provisions of the FLSA:

|                                               |                                   |
|-----------------------------------------------|-----------------------------------|
| Safety Director                               | Service Director                  |
| Development Director                          | Parks & Recreation Director       |
| Computer Systems Director                     | Tax Administrator                 |
| Human Resources Director                      | Superintendent of Streets         |
| Chief Building Official                       | Clerk of Courts                   |
| Superintendent of Water/Wastewater            | Planning and Zoning Administrator |
| Chief of Police                               | Director of Senior Center         |
| Deputy Chief of Police                        | Assistant City Attorney           |
| Finance Manager                               | Assistant City Prosecutors        |
| <u>Criminal Justice Program Administrator</u> |                                   |
| Clerk of Council                              |                                   |

### **COMPENSATORY TIME**

Employees may choose to take compensatory time for overtime worked in lieu of compensation if such choice is indicated during the pay period in which the overtime is worked and the request is approved by the Appointing Authority or designee.



- a. Compensatory time shall be credited to employees who are eligible for overtime pay at the rate of one and one-half (1½) hour for each overtime hour worked.
  - b. Employee's compensatory time balance shall be limited to a maximum of 100 hours, therefore, they would have to use some of the compensatory time before they could accumulate more. Once an employee reaches 100 hours, they must take over-time pay until they drop below 100 hours.
  - c. Employees shall have the option of receiving a cash payment for any or all hours accrued but unused compensatory time in that calendar year. Request for payout of comp time must be submitted by the 15<sup>th</sup> of October. The payment will be made at the employee's current rate of pay and will be paid no later than mid-November of that year.
  - d. Any hours which are not paid out will be carried over to the next calendar year and will be subject to a 100 hour maximum refillable bank for the following year.
2. Any overtime pay earned as a result of this section must be within the limits appropriated by City Council.
  3. 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.
  4. Upon separation from employment with the City for any reason, the employee (or spouse or estate upon employee's death) shall be entitled to payment for any accrued but unpaid overtime hours, including compensatory time hours accrued but not used. Such payment shall be at the overtime rate applicable to the employee's current rate of pay at the time of separation.

### **CALL-IN PAY**

When an employee is called back to work by his supervisor for hours not abutting their regular work hours, the employee shall receive a minimum of two (2) hours pay at the employee's overtime rate. If the employee is called-in and works more than two (2) hours, the employee shall be paid their overtime rate for all hours worked.

### **EMERGENCY HOLIDAY CALL IN PAY**

Employees that are called in due to an emergency on any of the City recognized holidays will be paid two (2) times their rate of pay plus the holiday pay.

## **INCLEMENT WEATHER**

The City recognizes that on certain days it may not be possible to report to duty due to inclement weather caused by excessive snow, ice or other weather conditions.

When snow, ice, or other weather conditions make travel to and from work difficult, but it is not severe enough to close the City, employees are encouraged to make reasonable efforts to report to work as scheduled. Employees will be compensated in the following manner for these types of weather conditions:

- A. Employees reporting for work as scheduled will be paid at their regular rate of pay for all hours actually worked.
- B. Employees not scheduled to work, but who are called-in, shall be paid consistent with the Call-In Pay Policy for all hours worked.
- C. Employees who are scheduled to work and who make a reasonable attempt to report to work, but are unable to due to weather conditions, shall notify their immediate supervisor as soon as possible. Employees unable to report to work may:
  - a. Request to use accrued vacation or personal leave for the period of absence, subject to the approval of their supervisor, or Department Head;
  - b. Request a personal leave of absence without pay for the period of absence, subject to the approval of their supervisor, or Department Head;
  - c. Employees failing to report during inclement weather without notifying their supervisor, or Department Head, may be subject to discipline for being absent without leave.

In cases when weather conditions are severe enough to cause the Sheriff of the County of the employee's residence to issue a Level III emergency, or for the Mayor to officially close the City and/or non-continuous operating City facilities, the following apply:

- A. Employees who were scheduled to work, but are unable to do so due to the closure, shall suffer no loss of pay;
- B. If the office or facility is closed due to a Level III emergency and the employee is required to leave early, the employee shall suffer no loss of pay for the remainder of their regularly scheduled shift;
- C. If the Level III emergency is lifted during the shift, after the employee has already been notified not to report, the employee will suffer no loss of pay for the entire shift.

Employees working in facilities that operate 24-hours per day on a continuous basis shall make every reasonable effort to report to work, even during Level III emergencies, so long as the employee can report in a safe manner. The following procedures apply to employees employed in continuous operating facilities and to other employees that may be required to report, such as building and grounds personnel:

- A. An employee reporting to work shall be paid their regular hourly rate for all hours worked, plus receive, hour-for-hour, an additional hour of pay or compensatory time for each non-overtime hours worked on their regular shift (double-time);
- B. Employees scheduled to work, but unable to report for their regular shift, shall suffer no loss of pay for their regularly scheduled shift;

The City may offer to transport essential employees during a weather emergency to adequately staff continuous and essential operations facilities. Such employees shall be required to accept the offer of transportation. An employee refusing transportation will be deemed to be absent without leave.

Employees attempting to arrive at work during inclement weather, or a weather emergency, will be given reasonable consideration in the event that they arrive late for work. Employees already on approved leave during the day of inclement weather, or weather emergency, shall remain on leave and not be eligible for any benefits provided by this policy.

### **EDUCATIONAL ASSISTANCE INCENTIVE PROGRAM**

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.

An employee who has received educational assistance must remain an employee for one (1) year following completion of the courses for which assistance was received. Should an employee separate from service with the City within the one (1) year period, except in the event of a disability retirement, that employee must repay any assistance received in the one (1) year period.

### **SICK LEAVE**

#### **Accumulation**

Each employee shall be entitled for each completed eighty (80) hours of service to sick leave of four and six-tenths (4.6) hours of pay, and unused sick leave may be accumulated without limit. Previous accumulated sick leave of an employee who has separated from public service shall be re-credited if reemployment in public service takes place within ten (10) years of the last termination from public service and the employee provides proof of the prior leave balance. An employee who transfers from one public agency to another shall be credited with their balance of unused sick leave upon the showing of proof of sick leave from the employee's prior agency. Sick leave shall be at the employee's current rate of pay.

#### **Use**

Sick leave may be used by employees and upon approval of the City for absences due to the following:

1. Illness, injury, or pregnancy-related medical condition of the employee.

2. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
3. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate licensed medical practitioner.
4. Death of a member of the employee's immediate family. Such usage shall be limited to reasonably necessary time, not to exceed three (3) days. The City may grant additional time off on a case-by-case basis.
5. Illness, injury, or pregnancy-related medical condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.
6. Medical, dental or optical examinations or treatments of an employee or of a member of an employee's immediate family where the employee's care and attendance is reasonably required.

Elective cosmetic surgeries that are not medically necessary do not constitute an appropriate usage of sick leave. Other appropriate leaves of absence, such as vacation, may be requested for such purposes.

For purposes of sick leave, immediate family is defined as the following individuals that either live in your home or you are the primary person responsible for their care: grandparent; great-grandparents; brother; sister; brother-in-law; sister-in-law; daughter-in-law; son-in-law; father; mother; father-in-law; mother-in-law; spouse; child; step-child; step-parent; grandchild; legal guardian; or other person who stands in place of a parent.

Grandparent-in-law, aunts and uncles shall also be considered immediate family for bereavement leave purposes. Such usage shall be limited to reasonably required time, not to exceed one (1) day. The City may grant additional time off on a case-by-case basis not to exceed three (3) days.

### **Employee Notification**

When an employee is unable to report to work due to illness or other acceptable sick leave reason, he shall notify his supervisor. An employee must continue such notification each succeeding day of absence except in cases of prolonged illness or absence where the employee has been granted a set period of leave. Failure of an employee to make proper notification may result in denial of sick leave and/or appropriate disciplinary action. The City reserves the right to investigate any employee request for sick leave.

### **Written Statement**

The City may require the employee to furnish a satisfactory signed statement to justify the use of sick leave. Proof of illness, such as a doctor's excuse, may be required when the City believes absence to be excessive, chronic, patterned, or abusive. A satisfactory licensed medical practitioner's certificate may be required at any time, but will generally be required in each case when an employee has been absent more than three (3) consecutive days. When a licensed medical practitioner's certificate is required, it must be submitted to the Human Resources Director before an employee will be permitted to return to work from leave. The licensed medical practitioner's certificate must be signed personally by the treating practitioner, and must verify that the employee was unable to work during the period in question, not simply that the employee was "under the doctor's care." For absences where a licensed medical practitioner's certificate is not required, the employee must submit a written statement to the Human Resources Director explaining the nature of the illness.

### **Sick Leave Abuse**

Application by an employee for sick leave through fraud or dishonesty will result in denial of such leave together with disciplinary action up to and including dismissal. Patterns of sick leave usage immediately prior or subsequent to holidays, vacation, days off and/or weekends or excessive sick leave usage may result in sick leave denial and appropriate disciplinary action. The City reserves the right to investigate allegations of sick leave abuse. The City reserves the right to question employees concerning their sick leave use. Whenever an employee is on sick leave, he/she must be at home during his/her scheduled work hours or obtaining treatment or medication.

### **Uses of Other Leave**

Other accumulated unused leaves may be used for sick leave purposes, at the discretion of the City. An employee who becomes sick while on vacation may apply to use sick leave time instead of vacation days for the illness.

### **Sick Leave Conversion**

An employee with at least ten (10) years of service to the City, upon actual retirement or resignation from the City, with at least two (2) weeks prior notice to the City or upon death, shall be paid for his or her accumulated but unused sick leave as follows:

- a. Employees who have completed at least ten (10) years of service to the City shall be entitled to 25% of their accumulated but unused sick leave, not to exceed 320 hours.
- b. Employees who have completed at least 15 years of service to the City shall be entitled to 30% of their accumulated but unused sick leave, not to exceed 540 hours.

- c. Employees who have completed at least 20 or more years of service to the City shall be entitled to 40% of their accumulated but unused sick leave, not to exceed 760 hours.
- d. Employees who have completed at least 25 years of service to the City shall be entitled to 50% of their accumulated but unused sick leave, not to exceed 880 hours.

Employees hired after January 1, 1998, shall not have sick leave earned with another entity other than the City counted for purposes of sick leave conversion. Moreover, sick leave used by an employee of the City will be charged first against any sick leave earned as an employee of City, so that an employee may not first use up sick leave brought from another entity in order to save up the sick leave earned with City for cash-in.

In the case of an employee's death, the employee's spouse, or, secondarily, his or her estate, shall receive this payment.

If an employee is killed in the line of duty, the employee's spouse, or, secondarily, his or her estate, will be paid an amount equal to 100% of the deceased employee's accumulated but unused sick leave.

All payments under this section shall be based on the employee's rate of pay at the time of retirement or death, or other separation, and the documented hours of unused sick leave reflected in the records maintained by the City.

Payment under this policy shall be considered to eliminate all sick leave credit accrued by the employee at the time of payment.

### **Medical Information.**

The City will maintain employees' medical information in a separate medical file and will treat the information in a confidential manner. Employees who are concerned that their medical information is not being treated in a confidential manner should report such concerns to the Human Resources Director.

## **FAMILY MEDICAL LEAVE ACT ("FMLA")**

### **Statement of Policy.**

Eligible employees may request time off for family and/or medical leave of absence with job protection and no loss of accumulated service provided the employee meets the conditions outlined in this policy and returns to work in accordance with the Family and Medical Leave Act of 1993.

### **Definitions.**

As used in this policy, the following terms and phrases shall be defined as follows:

1. “Family and/or medical leave of absence”: An approved absence available to eligible employees for up to twelve (12) weeks of unpaid leave per year under particular circumstances. Such leave may be taken only for the following qualifying events:
  - a. Upon the birth of an employee’s child and in order to care for the child.
  - b. Upon the placement of a child with an employee for adoption or foster care.
  - c. When an employee is needed to care for a family member who has a serious health condition.
  - d. When an employee is unable to perform the functions of his position because of the employee’s own serious health condition.
  - e. Qualifying service member leave.
2. Service Member Leave: The spouse, parent or child of a member of the U.S. military service is entitled to twelve (12) weeks of FMLA leave due to qualifying exigencies of the service member being on “covered active duty” or receiving a “call to covered active duty” In addition, a spouse, child, parent or next of kin (nearest blood relative) of a service member is entitled to up to twenty-six (26) weeks of leave within a “single twelve (12)-month period” to care for a service member with a “serious injury or illness” sustained or aggravated while in the line of duty on active duty. The “single twelve (12)-month period” for leave to care for a covered service member with a serious injury or illness begins on the first day the employee takes leave for this reason and ends twelve (12) months later, regardless of the twelve (12) month period established for other types of FMLA leave.
3. “Per year”: A rolling twelve (12) month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the employer will compute the amount of leave the employee has taken under this policy, and subtract it from the twelve (12) weeks of available leave. The balance remaining is the amount the employee is entitled to take at the time of the request. For example, if an employee used four (4) weeks of FMLA leave beginning February 4, 2009, four weeks beginning June 1, 2009, and four weeks beginning December 1, 2009, the employee would not be entitled to any additional leave until February 4, 2010.
4. “Serious health condition”: Any illness, injury, impairment, or physical or mental condition that involves:
  - a. Inpatient care.

- b. Any period of incapacity of more than three consecutive calendar days that also involves:
    - i. Two or more treatments by a health care provider, the first of which must occur within seven (7) days of the first day of incapacity and both visits must be completed within thirty (30) days; or
    - ii. Treatment by a health care provider on one occasion that result in a regimen of continuing treatment under the supervision of a health care provider.
  - c. Any period of incapacity due to pregnancy or for prenatal care.
  - d. A chronic serious health condition which requires at least two “periodic” visits for treatment to a health care provider per year and continues over an extended period. The condition may be periodic rather than continuing.
  - e. Any period of incapacity which is permanent or long term and for which treatment may not be effective (i.e. terminal stages of a disease, Alzheimer’s disease, etc.).
  - f. Absence for restorative surgery after an accident/injury or for a condition that would likely result in an absence of more than three days absent medical intervention. (i.e. chemotherapy, dialysis for kidney disease, etc.).
- 5. “Licensed health care provider”: A doctor of medicine, a doctor of osteopathy, podiatrists, dentists, optometrists, psychiatrists, clinical psychologists, and others as specified by law.
  - 6. “Family member”: Spouse, child, parent or a person who stands “*in loco parentis*” to the employee.
  - 7. “Covered Service Member”: Means either:
    - a. A current member of the Armed Forces, including a National Guard or Reserve Member, who is undergoing medical treatment, recuperation, or therapy, is in outpatient status, or is on the temporary disability retired list, for a serious injury or illness; or
    - b. A covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces, including



a National Guard or Reserves Member, at any time during the five years preceding the date the eligible employee takes FMLA leave to care for the covered veteran.

- i. Note: An individual who was a member of the Armed Forces (including National Guard or Reserves) and who was discharged or released under conditions other than dishonorable prior to March 8, 2013, the period of October 28, 2009 and March 8, 2013, shall not count toward the determination of the five-year period for covered veteran status.
8. “Outpatient Status”: The status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or to a unit established for the purpose of providing command and control of members of the Armed Forces receiving outpatient medical care.
9. “Next Of Kin”: The term “next of kin” used with respect to a service member means the nearest blood relative of that individual.
10. A “serious injury or illness”, for purposes for the 26 week military caregiver leave means either:
  - a. In the case of a current member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness that was incurred by the covered service member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating; and,
  - b. In the case of a covered veteran, means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran, and is:
    - i. a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member's office, grade, rank, or rating; or
    - ii. a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service–Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in

whole or in part, on the condition precipitating the need for military caregiver leave; or

- iii. a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
- iv. an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

11. “Covered Active Duty” or “call to covered active duty”:

- a. In the case of a member of a Regular Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country. (Active duty orders of a member of the Regular components of the Armed Forces generally specify if the member is deployed to a foreign country.”
- b. In the case of a member of the Reserve components of the Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation pursuant to specific sections of the U.S. Code, as outlined in 29 CFR § 825.126.

12. “Deployment to a foreign country” means deployment to areas outside of the United States, the District of Columbia, or any Territory or possession of the U.S., including international waters.

13. “Qualifying Exigency”: (For purposes of the twelve (12)-week qualifying exigency leave) includes any of the following:

- a. Up to seven days of leave to deal with issues arising from a covered military member’s short notice deployment, which is a deployment on seven (7) or fewer days notice.
- b. Military events and related activities, such as official ceremonies, programs, or events sponsored by the military, or family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the active duty or call to active duty status of a covered military member.

- c. Qualifying childcare and school activities arising from the active duty or call to active duty status of a covered military member, such as arranging for alternative childcare, providing childcare on a non-routine, urgent, immediate need basis; enrolling or transferring a child to a new school; and attending certain school and daycare meetings if they are necessary due to circumstances arising from the active duty or call to active duty of the covered military member.
- d. Making or updating financial and legal arrangements to address a covered military member's absence, such as preparing powers of attorney, transferring bank account signature authority, or preparing a will or living trust.
- e. Attending counseling provided by someone other than a health care provider for oneself, the covered military member, or a child of the covered military member, the need for which arises from the active duty or call to active duty status of the covered military member.
- f. Rest and recuperation leave of up to fifteen (15) days to spend time with a military member who is on short-term, temporary, rest and recuperation leave during the period of deployment. This leave may be used for a period of 15 calendar days from the date the military member commences each instance of Rest and Recuperation leave.
- g. Attending certain post-deployment activities within ninety (90) days of the termination of the covered military member's duty, such as arrival ceremonies, reintegration briefings, and any other official ceremony or program sponsored by the military, as well as addressing issues arising from the death of a covered military member.
- h. Qualifying parental care for military member's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the military member when the member was under 18 years of age, when the parent requires active assistance or supervision to provide daily self-care in three or more of the activities of daily living, as described in 29 C.F.R. § 825.126, and the need arises out of the military member's covered active duty or call to covered active duty status.
- i. Any qualifying exigency which arose out of the covered military member's covered active duty or call to covered active duty status.

## A. Leave Entitlement.

To be eligible for leave under this policy, an employee must meet all of the following conditions:

1. Worked for the agency for at least twelve (12) non-consecutive months, or fifty-two (52) weeks.
2. Actually worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period immediately prior to the date when the FMLA leave is scheduled to begin.
3. Work at a location where the Employer employs fifty (50) or more employees within a seventy-five (75) mile radius.
  - a. The entitlement to FMLA leave for the birth or placement for adoption or foster care expires at the end of the twelve (12) month period following such birth or placement.
  - b. Spouses who are both employed by the agency are jointly entitled to a combined leave total of twelve (12) weeks (rather than twelve (12) weeks each) for the birth of a child, upon the placement of a child with the employees for adoption or foster care, and for the care of certain family members with serious health conditions.

## Use of Leave

The provisions of this policy shall apply to all family and medical leaves of absence as follows:

1. Generally: An employee is only entitled to take off a total of twelve (12) weeks of leave per year under the FMLA. As such, employees will be required to utilize their accumulated unused paid leave (sick, vacation, etc.) in conjunction with their accumulated unused unpaid Family Medical Leave. Employees will be required to use the type of accumulated paid leave that best fits the reason for taking leave and must comply with all procedures for requesting that type of leave as stated in the relevant policy. Any time off that may legally be counted against an employee's twelve (12) week FMLA entitlement will be counted against such time.
2. Birth of An Employee's Child: An employee who takes leave for the birth of his or her child must first use all available accrued paid vacation leave prior to using unpaid leave for the remainder of the twelve (12) week period. However, if the employee requests leave for the employee's own serious health condition as a result of the pregnancy or post-partum recovery period, the employee will be required to exhaust all of her sick leave prior to using unpaid leave for the remainder of the

twelve (12) week period. *(Note: See section E below for information on disability leaves.)*

3. **Placement of a Child for Adoption or Foster Care:** An employee who takes leave for the placement of a child for adoption or foster care must first use all available accrued paid vacation leave prior to using unpaid leave for the remainder of the twelve (12) week period.
4. **Employee's Serious Health Condition or Family Member's Serious Health Condition:** An employee who takes leave because of his serious health condition or the serious health condition of his family member must use all available accrued paid sick and vacation leave prior to using unpaid leave for the remainder of the twelve (12) week period.

### **FMLA and Disability/Workers' Compensation**

An employee who is eligible for FMLA leave because of his own serious health condition may also be eligible for workers' compensation if the condition is the result of workplace accident or injury. Regardless of whether the employee is using worker's compensation benefits, the Employer may designate the absence as FMLA leave, and count it against the employee's twelve (12) week FMLA entitlement if the injury or illness constitutes a serious health condition under the FMLA. In addition, as these may be compensated absences, if the employee participates in the worker's compensation program, the employee is not eligible to use paid leave of any type (except as supplemental benefits, if applicable and requested by the employee), nor can the employer require him to do so, while the employee is receiving compensation from such a program.

### **Procedures For Requesting FMLA Leave**

Requests for FMLA leave must be submitted in writing at least thirty (30) days prior to taking leave or as soon as practicable prior to the commencement of the leave. If the employee fails to provide thirty (30) days notice for foreseeable leave with no reasonable excuse for the delay, the leave may be denied until at least thirty (30) days from the date the employer receives notice. The employee must follow the regular reporting procedures for each absence.

FMLA requests must be submitted on a standard leave form prescribed by the Employer. The Employer will determine whether the leave qualifies as FMLA leave, designate any leave that counts against the employee's twelve (12) week entitlement, and notify the employee that the leave has been so designated.

When an employee needs foreseeable FMLA leave, the employee shall make a reasonable effort to schedule the treatment so as not to unreasonably interfere with the Employer's operations.

### **Certification of Need for FMLA Leave for Serious Health Condition**

An employee requesting FMLA leave due to his family member's serious health condition must provide a doctor's certification of the serious health condition, which must designate that the employee's presence is reasonably necessary. Such certification shall be submitted at the time

FMLA leave is requested, or if the need for leave is not foreseeable, as soon as practicable. An employee requesting FMLA leave due to the birth or placement of a child must submit appropriate documentation at the time FMLA leave is requested.

The Employer, at its discretion, may require the employee to sign a release of information so that a representative other than the employee's immediate supervisor can contact the medical provider. If the medical certification is incomplete or insufficient, the employee will be notified of the deficiency and will have seven (7) calendar days to cure the deficiency.

The Employer may require a second medical opinion prior to granting FMLA leave. Such opinion shall be rendered by a health care provider designated or approved by the Employer. If a second medical opinion is requested, the cost of obtaining such opinion shall be paid for by the Employer. If the first and second opinions differ, the Employer, at its own expense, may require the binding opinion of a third health care provider approved jointly by the Employer and the employee. Failure or refusal of the employee to submit to or cooperate in obtaining either the second or third opinions, if requested, shall result in the denial of the FMLA leave request.

Employees who request and are granted FMLA leave due to serious health conditions may be required to provide the Employer periodic written reports assessing the continued qualification for FMLA leave. Further, the Employer may request additional reports if the circumstances described in the previous certification have changed significantly (duration or frequency of absences, the severity of the condition, complications, etc.), or if the employer receives information that casts doubt on the employee's stated reason for the absence. The employee must provide the requested additional reports to the Employer within fifteen (15) days.

#### **Certification for leave taken because of a qualifying exigency**

The Employer may request that an employee provide a copy of the military member's active duty orders to support the request for qualifying exigency leave. Such certification for qualifying exigency leave must be supported by a certification containing the following information: statement or description of appropriate facts regarding the qualifying exigency for which leave is needed; approximate date on which the qualifying exigency commenced or will commence; beginning and end dates for leave to be taken for a single continuous period of time; an estimate of the frequency and duration of the qualifying exigency if leave is needed on a reduced scheduled basis or intermittently; appropriate contact information for the third party if the qualifying exigency requires meeting with a third party and a description of the meeting; and, if the qualifying exigency involves Rest and Recuperation leave, a copy of the military member's Rest and Recuperation orders, or other documentation issued by the military which indicates the military member has been granted Rest and Recuperation leave, and the dates of the military member's Rest and Recuperation leave.

#### **Intermittent/Reduced Schedule Leave**

When medically necessary, an employee may take FMLA leave on an intermittent or reduced work schedule basis for a serious health condition. An employee may not take leave on an intermittent or reduced schedule basis for either the birth of the employee's child or upon the placement of a child for adoption or foster care with the employee unless specifically authorized in writing by the

Appointing Authority. Requests for intermittent or reduced schedule FMLA leave must be submitted in writing at least thirty (30) days prior to taking leave, or, as soon as practicable.

To be entitled to intermittent leave, the employee must, at the time such leave is requested, submit additional certification as prescribed by the Employer establishing the medical necessity for such leave. This shall be in addition to the documentation certifying the condition as FMLA qualifying. The additional certification shall include the dates and the duration of treatment, if any, the expected duration of the intermittent or reduced schedule leave, and a statement from the health care provider describing the facts supporting the medical necessity for taking FMLA leave on an intermittent or reduced schedule basis. In addition, an employee requesting foreseeable intermittent or reduced schedule FMLA leave may be required to meet with the Appointing Authority or designee to discuss the intermittent or reduced schedule leave.

An employee who requests and is granted FMLA leave on an intermittent or reduced schedule basis may be temporarily transferred to an available alternative position with equivalent class, pay, and benefits if the alternative position would better accommodate the intermittent or reduced schedule. An employee who requests intermittent or reduced schedule leave due to foreseeable medical treatment shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the Employer's operations.

### **Employee Benefits**

Except as provided below, while an employee is on FMLA leave, the Employer will continue to pay its portion of premiums for any life, medical, and dental insurance benefits under the same terms and conditions as if the employee had continued to work throughout the leave. The employee continues to be responsible for the payment of any contribution amounts he would have been required to pay had he not taken the leave, regardless of whether the employee is using paid or unpaid FMLA leave. Employee contributions are subject to any change in rates that occurs while the employee is on leave.

The Employer will not continue to pay the Employer portion of premiums for any life, medical, and dental insurance benefits if, while the employee is on FMLA leave, the employee fails to pay the employee's portion of such premiums or if the employee's payment for his portion of the premium is late by more than thirty (30) days. If the employee chooses not to continue health care coverage during FMLA leave, the employee will be entitled to reinstatement into the benefit plan upon return to work.

If the employee chooses not to return to work for reasons other than a continued serious health condition or circumstances beyond the employee's control, the Employer may seek reimbursement from the employee for any amounts paid by the Employer for insurance benefits the employee received through the Employer during any period of unpaid FMLA leave. Leave balances accrued by an employee prior to taking FMLA leave and not used by the employee as outlined in the section entitled "Use of Leave" will be retained by the employee.

FMLA leave, whether paid or unpaid, will not constitute a break in service. Upon the completion of unpaid FMLA leave and return to service, the employee will return to the same level of service



credit as the employee held immediately prior to the commencement of FMLA leave. In addition, FMLA leave will be treated as continuous service for the purpose of calculating benefits, which are based on length of service. However, specific leaves times (i.e. sick, vacation, and personal leave and holidays) will not accrue during any period of unpaid FMLA leave.

### **Reinstatement**

An employee on FMLA leave must give the Employer at least two-business days notice of his intent to return to work, regardless of the employee's anticipated date of return. Employees who take leave under this policy will be reinstated to the same or a similar position upon return from leave except that if the position that the employee occupied prior to taking FMLA leave is not available, the employee will be placed in a position which entails substantially equivalent levels of skill, effort, responsibility, and authority and which carries equivalent status, pay, benefits, and other terms and conditions of employment as the position the employee occupied prior to taking FMLA leave. The determination as to whether a position is an "equivalent position" will be made by the Employer.

An employee will not be laid off as a result of exercising her right to FMLA leave. However, the Employer will not reinstate an employee who has taken FMLA leave if, as a result of a layoff within the agency, the employee would not otherwise be employed at the time reinstatement is requested. An employee on FMLA leave has no greater or lesser right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during her FMLA leave.

Prior to reinstatement, employees who take FMLA leave based on their own serious health condition shall provide certification from the employee's health care provider that the employee is able to perform the essential functions of his position, with or without reasonable accommodation.

### **Records**

All records relative to FMLA leave will be maintained by the Employer as required by law. Any medical records accompanying FMLA leave requests will be kept separate from an employee's regular personnel file. To the extent permitted by law, medical records related to FMLA leave shall be kept confidential. Records and documents created for purposes of FMLA containing family medical history or genetic information as defined by the Genetic Information Nondiscrimination Act of 2008 (GINA) shall be maintained in accordance with the confidentiality requirements of Title II of GINA, which permit such information to be disclosed consistent with the requirements of FMLA.

### **INJURY LEAVE**

Injury leave shall be paid, if authorized by the Appointing Authority, or designee, to any full-time employee, who suffers an incapacitating injury while on-the-job in service to the City.



Such injury may include exposure of the employee to a contagious disease which could be communicated to and jeopardize the health of other employees, if such exposure and jeopardy is certified by a physician.

Injury leave shall be paid at the employee's current rate of pay, and be limited to a total of not more than 1040 hours per occurrence. Injury leave compensation paid to an employee from other sources will be deducted from injury leave compensation paid by the City to the employee. Compensation from other sources includes, but is not limited to Workers' Compensation.

To qualify for injury leave, it must be established conclusively, that the injury was sustained in the line of duty, and did not result from misconduct on the part of the employee or self-infliction nor was proximately caused by the use of alcohol, a non-prescribed controlled substance, or a prescribed controlled substance that had not been approved by the City. It shall be the obligation of the employee to report said injury immediately to his/her supervisor and to receive necessary medical treatment.

The Employee shall present to the Appointing Authority, or designee, a certificate from the attending medical practitioner stating the nature of the injury and the prognosis and return to work status at the earliest time permitted by his/her attending physician.

After the employee has been given permission to return to work, any subsequent absence shall be considered sick leave consistent with this manual, unless it is established conclusively that the injury qualifies for injury leave.

The Appointing Authority, or designee, may obtain an additional opinion from a licensed physician in order to substantiate the nature of the injury, and/or to establish conclusively that the injury qualifies for injury leave. Should this additional opinion be necessary, it shall be paid for by the City.

Upon expiration of injury leave, an employee may use sick leave.

## **LEAVE DONATION**

Full-Time Permanent, and Part-time Permanent non-union employees of the City may donate paid leave to a fellow Full-Time Permanent, or Part-time Permanent non-union City employee in order to assist the co-worker in critical need of leave due to the employee's serious illness or injury.

A serious illness or injury for the purposes of this policy is defined as a serious illness or injury that is expected to incapacitate the City employee for an extended period of time, exhaust the employee's leave balances, and that qualifies as a disability under the City's Disability Program or Workers' Compensation. Leave donation also requires that the employee will be taking an extended time off from work which will create a financial hardship for the employee because they have exhausted all leave balance.

### **To donate leave**

Qualifying employees may donate leave if the donating employee:

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

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

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

### **To Receive Donated Leave**

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

- a. has a serious illness or injury as previously defined, and provides written documentation from his or her physician certifying the serious illness or injury;
- b. has no accrued leave; and
- c. has applied for any paid leave, workers' compensation, or disability benefits program for which the employee is eligible (an employee who has applied for these programs may use donated leave to satisfy the waiting period for such benefits).
- d. After the waiting period, qualified employees may donate leave to supplement up to 40% of the employee's normal pay, if the employee is on disability. There would be no waiting period for qualified part-time permanent employees who do not receive disability. The employee may NOT receive more than he or she would have earned in a normal pay period from disability and leave donation or based on the normal hours scheduled to work less applicable deductions.
- e. The Request for Leave Donation Form can be obtained in the Human Resources Department and must be returned there.
- f. The employee may only receive donated leave for a maximum of one year.

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

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

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

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

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

- a. certification from the employee's physician that he or she is capable of engaging in sustained regular employment; or
- b. an employee's application for retirement is approved;
- c. death of the employee, whichever should first occur; or
- d. exhaustion of available leave in the leave bank.

## **CIVIC DUTY LEAVE**

### **Jury Duty**

Employees will be excused from regularly scheduled work for jury duty. If an employee's jury duty is concluded prior to the completion of the employee's regularly scheduled workday, he must return to work for the remainder of the workday. The City will compensate an employee who is called to, and reports for, panel and/or jury duty, at the employee's straight-time hourly rate for the hours he was scheduled on that day. The employee must give the City prior notice of jury duty.

### **Work-Related Proceedings**

Employees who are required by the City to appear in court or other proceeding on behalf of the City, will be paid at their appropriate rate of pay for hours actually worked. Employees must obtain prior approval from their supervisor before appearing in court or administrative proceedings on behalf of the City. Employees who receive a subpoena for work-related matters and have a concern regarding that subpoena should seek assistance from their supervisor, who may then contact the Prosecuting Attorney's Office.

### **Personal Matters**

Employees who are required to appear in court on personal matters, or on matters unrelated to their employment with the City, must seek an approved vacation leave or unpaid leave of absence.

## **VACATION LEAVE**

### **Vacation Leave Accrual**

Effective July 1, 2018 Full-time City employees shall be entitled to use vacation after completion of six months of public employment with the City. Vacation time is credited each bi-weekly pay period at rates as established below. An employee who is not in active pay status for part of a bi-weekly pay period shall earn a pro-rated amount of vacation leave for that period.

Each full-time employee will accrue vacation leave with full pay in accordance with the following schedule:

| <u>Length of Service</u> | <u>Hours Earned Each Biweekly Pay</u> |
|--------------------------|---------------------------------------|
| 0 – 5 years              | 3.08 hours                            |
| 5 – 11 years             | 4.62 hours                            |
| 11 – 15 years            | 6.16 hours                            |
| 15 plus years            | 7.70 hours                            |

Permanent part-time employees are entitled to a reduced amounts of vacation accruals based the hours assigned to work.

Vacation leave will accrue during periods of authorized paid leaves of absence but will not accrue while an employees is on unpaid leave status.

In accordance with O.R.C. § 9.44, employees may be entitled to prior service credit for time spent with the State of Ohio or any political subdivision of the State. It is the employee's responsibility to provide necessary documentation of prior service.

### **Vacation Leave Use**

Vacation may only be used with the prior approval of the Appointing Authority, or designee.

An employee may only accumulate vacation leave up to a maximum of two hundred and forty (240) hours. When this balance of 240 hours is reached, the employee shall accrue no further vacation.

The City may revoke vacation leave that has been approved if required by operational reasons.

In the case of the death of an employee, the unused vacation leave credited to the employee shall be paid to the surviving spouse, or secondarily, the employee's estate.

## **FUNERAL LEAVE**

Each full-time employee shall be granted a paid leave not to exceed three (3) working days upon a death in the employee's immediate family. Immediate family is for the purpose of Funeral Leave is defined as: grandparent; great-grandparents; brother; sister; brother-in-law; sister-in-law; daughter-in-law; son-in-law; father; mother; father-in-law; mother-in-law; spouse; child; step-child; step-parent; grandchild; grandparent-in-law, aunts and uncles; legal guardian; or other person who stands in place of a parent.

It is recognized that situations may develop where a death other than in the employee's immediate family warrants the City granting paid leave. The Appointing Authority may grant such paid leave based upon the circumstances peculiar to each case.

Funeral leave may be used to attend the funeral, make funeral arrangements, or attend to other matters directly related to the funeral.

### **Permanent Part-Time Employees**

Employee would be paid the hours the employee was scheduled to work during the leave; if the employee was not scheduled to work during the leave, then payment would not be paid. Such time shall not exceed three (3) days.

## **MILITARY LEAVE**

Military leave is governed by O.R.C. Chapters 5903, 5906 and 5923 and the Uniformed Services Employment and Reemployment Rights Act (USERRA).

**Employees covered under a collective bargaining unit, should referred to thier current contract.**

### **Paid Military Leave**

City employees who are members of the Ohio organized militia or members of other reserve components of the armed forces, including the Ohio National Guard, are entitled to military leave. Employees requesting military leave must submit a written request to the City as soon as they become aware of such orders. Employees must provide the published order or a written statement from the appropriate military authority with the request for leave.

Pursuant to O.R.C. § 5923.05, employees are authorized up to twenty-two (22) eight (8)-hour working days or one hundred seventy-six (176) hours within a year. During this period, employees are entitled to receive their regular pay in addition to compensation from military pay. Any employee required to be serving military duty in excess of twenty-two (22) days or 176 hours in a year due to an executive order issued by the President of the United States or an act of Congress or by the Governor in accordance with law shall be entitled to a leave of absence. During this leave of absence, employees are entitled to be paid a monthly amount equal to the lesser of (1) the

difference between the employee's gross monthly wage and his/her gross monthly uniformed pay and allowances received for the month, or (2) five hundred dollars (\$500). No employee is entitled to receive this benefit if the amount of gross military pay and benefits exceed the employee's gross wages from the City for that period.

Employees who are on military leave in excess of twenty-two (22) days or one hundred seventy-six (176) hours in a year, may use their accrued vacation leave, personal leave or compensatory time while on military leave. Employees who elect this option shall accrue vacation leave and sick leave while on such paid leave.

For military leave up to twenty-two (22) days or one hundred seventy-six (176) hours in a calendar year, employees shall continue to be entitled to health insurance benefits as if they are working. These benefits shall continue beyond this period if the employee is on military leave and elects to utilize paid leave. Employees who exceed the twenty-two (22) days or one hundred seventy-six (176) hours and do not elect to utilize paid leave are not entitled to the health insurance benefits on the same basis as if they are working. In these circumstances, employees will be provided notice of their rights to continue this coverage at their cost in accordance with applicable law.

*Also see Family and Medical Leave Act Policy*

### **UNPAID LEAVE**

Employees may request an unpaid leave of absence for professional, educational, or other personal reasons. The Appointing Authority, or designee, has sole discretion to grant or deny the leave. A personal leave of absence may be granted for one day to six months for any reason the Appointing Authority, or designee, deems appropriate. Upon completion of approved unpaid leave, the employee will be returned to his former position or to a similar position within the same classification.

While on leave without pay status, an employee shall not accumulate paid leave or holiday pay. An employee on a non-FMLA unpaid leave of absence will be given COBRA notification regarding his health insurance benefits.

The Appointing Authority, or designee, may revoke an unpaid leave of absence for business reasons upon one week's written notice to the employee that he must return to work. An employee on an unpaid leave of absence who is determined to be using the leave for purposes other than for which the leave was granted may be ordered to return to work immediately.

### **HOLIDAYS**

The following days shall be considered legal holidays for which full-time, non-union employees shall receive their regular compensation:

- a. New Year's Day (January 1)

- b. Martin Luther King, Jr. Day (third Monday in January)
- c. Presidents Day (third Monday in February)
- d. Memorial Day (last Monday in May)
- e. Independence Day (July 4)
- f. Labor Day (first Monday in September)
- g. Veterans Day (November 11)
- h. Thanksgiving Day (fourth Thursday in November)
- i. Day after Thanksgiving
- j. Day before Christmas Day
- k. Christmas Day (December 25)
- l. Day before New Year's Day
- m. Personal day
- n. Any day or part of any day as proclaimed by the Mayor

Employees may use personal days only with prior approval of the Appointing Authority or appropriate designee. All bargaining unit employees should refer to their applicable collective bargaining agreement for holiday scheduling.

If any day designated in this section as a legal holiday falls on Saturday or Sunday, then either the Friday preceding or the Monday succeeding either day will be designated by the Mayor as a legal holiday.

If an employee is on unpaid leave, the employee is not entitled to holiday pay.

All full-time employees are entitled to eight (8) hours' of pay at their current rate of pay, or ten (10) hours of pay if assigned to a ten (10) hour shift.

Employees shall not be required to work on holidays unless failure to work would impair City service.

Any employee required to work on a holiday listed in this section shall be paid at the applicable overtime hourly rate for all hours worked on the holiday, in addition to either eight (8) hours' holiday pay at the straight-time rate if the employee is regularly assigned to an eight (8) hour shift, or ten (10) hours holiday pay at the straight time rate if the employee is regularly assigned to a ten (10) hour shift.

Employees called in on a holiday because of an emergency, will be compensated at the rate describe under Emergency Holiday Call-in Pay

If a holiday falls on an employee's scheduled day off, the employee shall be entitled to an additional eight (8) hours' pay at the straight-time rate if the employee is regularly assigned to an eight (8) hour shift, or ten (10) hours' holiday pay at the straight-time rate if the employee is regularly assigned to a ten (10) hour shift.

If a holiday occurs when an employee is on paid leave, the employee will be entitled to eight (8) hours holiday pay at the straight-time rate if the employee is regularly assigned to an eight (8) hour shift, or ten (10) hours' holiday pay at the straight-time rate if the employee is regularly assigned to a ten (10) hour shift. No charge will be made against the leave accumulation

## **WORKERS' COMPENSATION**

State law provides that all employees are covered by Workers' Compensation for injuries that arise out of or in the course of employment.

Should an employee be injured during the course of employment with the City, he or she shall report to his or her supervisor within 24 hours or as soon as possible thereafter, and his or her supervisor shall notify his or department/division head and shall complete an Injury Report Form. This report shall be completed, regardless of the apparent seriousness of the injury, and regardless whether medical attention is required. Such report shall be forwarded to the department/division head (or designee) no later than 48 hours after the accident. An employee injured in a work-related accident may be required by the department/division head to see a physician. This completed report should be forwarded to the Ohio Bureau of Workers' Compensation through the Director of Human Resources.

Should the department/division head require it, or should an employee's injury require medical attention, the supervisor shall provide the injured employee with a Workers' Compensation claim form, which shall be completed by the attending physician.

In the event of serious injury, the injured employee's supervisor shall notify the department/division head and Appointing Authority immediately so that, if necessary, an investigation may be initiated.

The department/division head must be advised and continually updated if an employee continues to be absent due to a work-related injury. Employees are responsible for providing their expected date of return to work (if known).

Any documents received from the injured employee, his or her physician, hospital, or the state, regarding a Workers' Compensation claim must be immediately forwarded to the Human Resources Department.

Employees who are injured in the line of duty and must leave work before completing their workday period shall be paid at their regular compensation rate for the balance of time left in their scheduled workday.



An injured employee may elect to use accrued injury leave, sick leave, and vacation leave prior to receiving payments from Workers' Compensation. Employees are prohibited, however, from receiving payment for sick leave while simultaneously receiving payment from Workers' Compensation.

Further information on Workers' Compensation can be obtained through the Human Resources Department.

### **TRANSITIONAL WORK PROGRAM**

It is the policy of the City to have a program that will allow employees who have temporary work limitations due to an accident, injury, or illness to return to work while they complete their recovery. The program will provide a suitable, temporary work assignment during the period of time that the employee completes the recovery process.

Full-time, non-union employees who are expected to have a temporary period of job performance limitation (defined as a limitation that is anticipated to last no more than 90 days) will be considered for participation in the program. Employees must also meet all of the following criteria:

- a. have an injury, accident, or illness, or a reoccurrence or exacerbation of a preexisting condition, occurring on or after the effective date of this policy;
- b. have been released for participation in the program by their doctor; and
- c. have the potential of returning to their original job and performing the essential job functions through recovery or job modification.

All full-time employees will have a maximum duration of 90 days. Continuation of individual programs will require ongoing documentation of medical necessity. All participants will have their cases reviewed by the Human Resources Director on an as-needed basis.

The employee will be:

- a. paid at his or her regular hourly rate of pay while participating in a transitional work program; and
- b. considered to be in active pay status for the purpose of legislative pay increases.

Employees who are required to attend occupational or physical therapy or doctor appointments should schedule those appointments on non-working hours or take sick leave.

### **Gradual Return to Work**

Employees who are capable of working 20 hours per week or more will be granted participation in a gradual return to work program. The City will pay the regular rate of pay for hours worked

by the employee. The remaining time will be paid through either Workers' Compensation, disability claim, or available leave balances.

### **Temporary Work Assignment**

Work assignments may include the following:

- a. original work assignment and shift with duty modification;
- b. same work activity at different location and/or shift;
- c. different work activity, same shift; and
- d. different work activity and shift.

All participants in the transitional work program will comply with all personnel policies, procedures, and safe work practices. Employees are required to follow all injury report policies and procedures.

The TWP may be terminated due to a lack of medical necessity, lack of progress, or change in the employee's medical/psychological condition.

### **CREDIT CARD FLEET POLICY**

Generally: Credit/fleet cards are not intended to avoid or bypass the competitive bid requirements, appropriation of funds, approval process, or payment process. The City Auditor will assign a Compliance Officer from his/her staff. Expenditures may not exceed appropriations under any circumstances. Credit cards can be used for in-store purchases as well as mail, email, internet, telephone and fax orders. Fleet cards are to be used for gas purchases only. Credit/fleet cards are not an ATM card or a debit card. It cannot be used for cash withdrawals nor personal or non-work related purchases. If there are points for purchase related to the card, the points are the property of the City and should not be used for any personal redemption.

- a. Credit/Fleet card issued to Department heads and other employees with prior approval from the City Auditor.
- b. This policy is for any credit and or fleet card issued to conduct business on behalf of the City.
- c. All credit cards issued for City business must have "City of Reynoldsburg" on the card.

### **Cardholder Responsibilities:**

- a. Is an individual who has been approved to pay for certain work-related expenses with a credit card. The cardholder is responsible for the security and physical custody of the card and is accountable for all transactions made with the card. If a card is lost or stolen, it must be reported to the Auditor's office and Department head immediately.
- b. Every purchase must have a detailed itemized receipt.

- c. All receipts and documentation must be submitted with the purchase order for payment of the credit/fleet card statement.
- d. Employees knowingly misusing a City credit card will be liable both civilly and criminally for any unauthorized use of the City credit cards and/or failure to follow established policy.
- e. Unauthorized use or personal use must be reimbursed to the city within 24 hours of the charge. Continued misuse of card will result in loss of credit card privileges and disciplinary action.
- f. Upon separation from the City, credit/fleet cards in the possession of an employee must be returned to the Auditor's Department prior to receiving final paycheck.
- g. Each employee issued a credit/fleet card will be required to sign an acknowledgment of the policy at the time of receipt of the card.

### **TRAVEL POLICY AND REIMBURSEMENT**

Effect August 1, 2018 Employees of the City are to receive reimbursement for expenses incurred if required to travel on official City business. Employees are eligible for expense reimbursement only when travel has been authorized in writing by the Employer. Expenses shall be reimbursed in the following manner:

#### **A. Mileage, Parking and Tolls**

- 1. Employees shall attempt to secure a City vehicle to attend authorized training or to conduct City business. If a City vehicle is not available, employees shall be reimbursed for actual miles, while on official City business, at the standard rate of allowance permitted by the Internal Revenue Service when using a personal vehicle. Such payment is considered to be total reimbursement for all vehicle-related expenses (e.g., gas, oil, depreciation, etc.). Mileage reimbursement is payable to only the individual whose personal vehicle is used when two or more employees travel on the same trip, in the same vehicle.
- 2. Charges incurred for parking at the destination, and any highway tolls are reimbursable at the actual amount. Receipts for parking costs and highway tolls are required.
- 3. No expense reimbursements are paid for travel between home and office, unless travel between home and the official destination is less than between the office and official destination. In that case, expense reimbursements are paid between the home and the official destination.

#### **B. Overnight Travel**

When able, employees shall attempt to put travel expenses (lodging, transportation, meals, etc.) on a City credit card. In instances where this is not possible, the following policy shall apply:

1. Meals

- a. An employee shall be entitled to receive reimbursement for meals when traveling overnight on City business. The amount will be paid for meals that are not already included in the registration and/or lodging accommodations regardless if the employee chooses to attend the meal. Agendas and Hotel Registration must accompany the request for travel.
- b. Employees will be reimbursed for expenses using per diem amounts in accordance with the Federal Continental United States (CONUS) which identify per diem rates by geographic location. If the employee's destination is not specifically listed, the standard CONUS rate applies. Under no circumstances will reimbursement be given for alcohol purchases. No receipts are required when receiving reimbursement under the per diem method.

2. Lodging

- a. Expenses covering the actual cost of overnight lodging will be reimbursed in full when an employee travels out of the three (3) counties that Reynoldsburg is located in, on official City business and such travel requires an overnight stay (75 miles or greater from City offices). Employees shall ensure a government rate is secured when available and state sales tax is not included.
- b. Lodging expenses will be reimbursed only with the prior written authorization of the Employer. In obtaining prior authorization, employees shall provide the name of the hotel and expected cost.

3. Transportation

- a. Employees traveling within a drivable distance on official City business shall be reimbursed at IRS rate for mileage reimbursement.
- b. When travel by air or other carrier is necessary, employees shall secure the best available rate. Employees shall not use personal reward programs, frequent flyer memberships, hotel points/rewards, etc. to earn rewards when traveling on official City business.

- c. In instances where a rental car is necessary, reimbursement will be granted for a car type that is reasonable for the location, number of travelers, etc. Reimbursement will not be granted for luxury vehicles or rentals deemed unnecessary at the discretion of the Employer. Any tickets, parking or moving violations will not be paid by the City.

#### 4. Incidental Expenses

- a. Employees will be reimbursed for reasonable incidental expenses defined as fees and tips (not to exceed 20%) given to porters, baggage carriers, hotel staff and staff on ships.

#### C. Daily Travel

For travel that does not require an overnight stay, reasonable expenses incurred for parking (with receipt) and IRS mileage rate on official City business will be reimbursed with the approval of the Employer.

### **COMPUTER USE POLICY**

#### **Email**

##### **Policy Overview**

Electronic mail (“Email”) is pervasively used in almost all industry verticals and is often the primary communication and awareness method within an organization. At the same time, misuse of Email can post many legal, privacy and security risks, thus it is important for users to understand the appropriate use of electronic communications.

The purpose of this Email policy is to ensure the proper use of the City of Reynoldsburg Email system and make users aware of what City of Reynoldsburg deems as acceptable and unacceptable use of its Email system. This policy outlines the minimum requirements for use of Email within the City of Reynoldsburg Network. Limited exceptions to the policy may occur. Any exception must be approved by management and these exceptions must be clearly documented.

This policy covers appropriate use of any Email sent from a City of Reynoldsburg Email address or a City of Reynoldsburg owned device and applies to all employees, vendors, and agents operating on behalf of the City of Reynoldsburg.

##### **Acceptable Use**

All use of Email must be consistent with the City of Reynoldsburg policies and procedures of ethical conduct, safety, compliance with applicable laws and proper business practices.

The City of Reynoldsburg Email account should be used primarily for City of Reynoldsburg business related purposes; personal communication is permitted on a limited basis, but non-City of Reynoldsburg related commercial use is prohibited.

Email should be retained only if it qualifies as a City of Reynoldsburg business record. Email is a City of Reynoldsburg business record if there exists a legitimate and ongoing business reason to preserve the information contained in the Email.

Email that is identified as a City of Reynoldsburg business record shall be retained according to City of Reynoldsburg Record Retention Schedule.

The City of Reynoldsburg Email system shall not to be used for the creation or distribution of any disruptive or offensive messages, including offensive comments about race, gender, hair color, disabilities, age, sexual orientation, pornography, religious beliefs and practice, political beliefs, or national origin. Employees who receive any Emails with this content from any City of Reynoldsburg employee should report the matter to their supervisor immediately.

Users are prohibited from automatically forwarding City of Reynoldsburg Email to a third-party Email system. Individual messages which are forwarded by the user must not contain City of Reynoldsburg confidential or above information.

Users are prohibited from using third-party Email systems and storage servers such as Google, Yahoo, MSN Hotmail, etc. to conduct City of Reynoldsburg business, to create or memorialize any binding transactions, or to store or retain Email on behalf of City of Reynoldsburg. Such communications and transactions should be conducted through proper channels using the City of Reynoldsburg-approved documentation.

### **Expectation of Privacy**

City of Reynoldsburg employees shall have no expectation of privacy in anything they store, send or receive on the Email system.

The City of Reynoldsburg may monitor messages without prior notice. The City of Reynoldsburg is not obliged to monitor Email messages.

### **Compliance**

The Information Technology team will verify compliance to this policy through various methods, including but not limited to, periodic walk-thru, video monitoring, business tool reports, internal and external audits, and feedback to the policy owner.

Any exception to the policy must be approved by the Information Technology team in advance.

An employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

### **Mobile Device Policy**

## **Policy Overview**

The City of Reynoldsburg grants its employees the privilege of using personal smartphones or tablets of their choosing at to connect to their corporate Email. The City of Reynoldsburg reserves the right to revoke this privilege if users do not abide by the policies and procedures outlined below.

This policy is intended to protect the security and integrity of the City of Reynoldsburg's data and technology infrastructure. Limited exceptions to the policy may occur. Any exception must be approved by management and these exceptions must be clearly documented.

City of Reynoldsburg employees must agree to the terms and conditions set forth in this policy in order to be able to connect their devices to the company network. The City of Reynoldsburg Information Technology team reserves the right to make changes to this policy at any time.

## **Acceptable Use**

The company defines acceptable business use as activities that directly or indirectly support the business of the City of Reynoldsburg.

Employees may use their mobile device to access the following company-owned resources: corporate email, calendar, and contacts.

The City of Reynoldsburg has a zero-tolerance policy for texting or Emailing while driving and only hands-free talking while driving is permitted.

## **Devices and Support**

Smartphones including iPhone (iOS), Android, Blackberry, and Windows phones running the latest operating system version are allowed.

Tablet devices such as iPads, Chrome Books, and Nooks running the latest operating system version are allowed.

Although some connectivity issues are supported by IT; employees should contact the device manufacturer or their carrier for operating system or hardware-related issues.

Devices must be presented to IT for proper job provisioning and configuration.

Prior to trading in, upgrading or selling their mobile device the employee must provide the IT department with the device to properly remove corporate connected resources.

Prior to an employee's departure, the employee must provide their mobile device to the IT department to properly remove corporate connected resources.

## **Reimbursement**

The company will not reimburse the employee for a percentage of the cost of the device.

The company will not reimburse the employee for the following charges: roaming, plan overages, etc.

The employee will not be compensated should they choose to access corporate resources during non-work hours.

### **Security**

In order to prevent unauthorized access, devices must be password protected using the features of the device. The password must be a minimum of six characters. Four-digit passwords are not acceptable. Other biometric features (such as facial recognition and fingerprint) are acceptable means to secure your device, but only if approved by IT.

The device must lock itself with a password if it is idle for five minutes. Setting the lock time to less than five minutes is also acceptable.

After 10 failed login attempts, the device must be configured to lock. Setting the attempts to less than 10 is also acceptable.

Rooted (Android) or jailbroken (iOS) devices are strictly forbidden from accessing the network or any City of Reynoldsburg related equipment. This includes use of the Employee Wi-Fi network.

Smartphones and tablets that are not on the company's list of supported devices are not allowed to connect to the network.

Employees' access to company data is limited based on user profiles defined by IT and are automatically enforced.

The employee's device will be remotely wiped if 1) the device is lost, 2) the employee terminates his or her employment, 3) IT detects a data or policy breach, a virus or similar threat to the security of the company's data and technology infrastructure.

### **Risks/Liabilities/Disclaimers**

While IT will take every precaution to prevent the employee's personal data from being lost in the event it must remotely wipe a device, it is the employee's responsibility to take additional precautions, such as backing up Email, contacts, etc.

The company reserves the right to disconnect devices or disable services without notification.

The employee will not transfer, store or retain corporate data outside of the approved applications.

Lost or stolen devices must be reported to the company immediately. Employees are responsible for notifying their mobile carrier immediately upon loss of a device.

The employee is expected to use his or her devices in an ethical manner at all times and adhere to the company's acceptable use policy as outlined above.



The employee is personally liable for all costs associated with his or her device.

The employee assumes full liability for risks including, but not limited to, the partial or complete personal data due to an operating system crash, errors, bugs, viruses, malware, and/or other software or hardware failures, or programming errors that render the device unusable.

The City of Reynoldsburg reserves the right to take appropriate disciplinary action up to and including termination for noncompliance with this policy.

## **Computer, Internet, and Network Policy**

### **Policy Overview**

The City of Reynoldsburg strives to protect all data stored on any computer. By using a computer owned by The City of Reynoldsburg, or accessing the Internet on any device, or connecting to The City of Reynoldsburg Network, employees must understand the means by which these items can be used.

### **Acceptable Use and Right to Search**

City computers and information systems are property of the City of Reynoldsburg. They may be used only for explicitly authorized purposes. The City reserves the right to examine all data stored in or transmitted by their computers and systems. Without notice, the City and authorized City supervisors may enter, search, monitor, track, copy, and retrieve any type of electronic file of any employee or contractor. These actions may be taken for business-purpose inquiries including but not limited to theft investigation, unauthorized disclosure of confidential business or proprietary information, excessive personal use of the system, or monitoring work flow and employee productivity.

Employees have no right to privacy with regard to the Internet and email on City systems. Authorized designees (as referenced above) may access any files stored on, accessed via, or deleted from computers and information systems. When necessary, Internet, Email, and any other electronic messaging usage patterns may be examined for work-related purposes, including situations where there is a need to investigate possible misconduct and to assure that these resources are devoted to maintaining the highest levels of productivity. All software installed on any City computer must be licensed to the City. No City employee may install, uninstall, or reconfigure any software or hardware owned by the city without prior authorization from their Supervisor. The use of privately owned or contractor-owned devices (i.e., PDAs, smart phones, and laptops) for official city business must be authorized in advance by the City.

### **Prohibited Use**

The list below describes Prohibited Uses of Computers and Information Systems, including but not limited to Email and the Internet.

1. Violating local, state, and/or federal law.

2. Harassing or disparaging others based on age, race, color, national origin, sex, sexual orientation, disability, religion, military status or political beliefs. Harassment and disparagement include but are not limited to slurs, obscene messages, or sexually explicit images, cartoons, or messages.
3. Threatening others.
4. Soliciting or recruiting others for commercial ventures, religious or political causes, outside organizations, or other matters that are not job related.
5. Using computers or information systems in association with the operation of any for-profit business activities or for personal gain.
6. Sabotage, e.g. intentionally disrupting network traffic or crashing the network and connecting systems or intentionally introducing a computer virus.
7. Vandalizing the data of another user.
8. Forging electronic mail and instant messenger messages.
9. Sending chain letters.
10. Sending rude or obscene messages (anything that would embarrass or discredit the City).
11. Disseminating unauthorized confidential or proprietary City documents, information, or data restricted by government laws or regulations.
12. Browsing or inquiring upon confidential records maintained by the City without substantial business purpose.
13. Disseminating (including printing) copyrighted materials, articles, or software in violation of copyright laws.
14. Accessing the Internet in any manner that may be disruptive, offensive to others, or harmful to morale.
15. Transmitting materials (visual, textual, or auditory) containing ethnic slurs, racial epithets, or anything that may be construed as harassment or disparagement of others based on age, race, color, national origin, gender, sexual orientation, disability, religious or political beliefs.
16. Sending or soliciting sexually oriented messages or images.
17. Using the Internet or instant messenger for political activity.
18. Using the Internet to sell goods or services not job-related or specifically authorized in writing by an approving authority.
19. Downloading and viewing non-work-related streaming audio or video (i.e. listening to radio stations, etc.) due to the limited bandwidth of the system.
20. Intentionally using Internet facilities to disable impair, or overload performance of any computer system or network or to circumvent any system intended to protect the privacy or security of another user.
21. Speaking to the media or to the public within any news group or chat room on behalf of the City if not expressly authorized to represent the City.
22. Uploading or downloading games, viruses, copyrighted material, inappropriate graphics or picture files, illegal software, and unauthorized access attempts into any system.

NOTE: Whether on working time or not, these prohibitions apply at all times to city-owned computers and information systems. Personnel cannot expect that the information they convey, create, file, or store in City computers and information systems will be confidential or private

regardless of the employee's intent. Please remember that there is no expectation of privacy for anything sent by Email or other electronic communication means, and that others can view this information at any time.

### **Securing Equipment and Proper Disposal**

City employees who are responsible for or are assigned portable computer equipment and electronic media (i.e., laptops, flash memory devices, external hard drives, DVDs, CDs, etc.) shall secure those items when not in the office as these items may contain confidential and/or HIPAA information, which could be compromised if lost or stolen. If an employee loses a piece of equipment or it is stolen, they are required to immediately notify their supervisor. Failure to properly secure portable computer equipment and electronic data is subject to disciplinary action.

Portable computer equipment must also be properly inventoried and tracked. Routine inventories of electronic equipment should be conducted on a regular basis to confirm it is still available and that the data is still accessible, should this apply.

Equipment that is at a higher risk for being lost or stolen should be reviewed by IT. In some cases, the equipment will need to be encrypted to add an additional layer of security to the contents. IT should be aware of all equipment and each employee is responsible to make sure IT has approved and protected the device in use.

Should equipment become old, outdated, or simply not be used anymore, it must be destroyed properly. This equipment is to be given to IT, documented of removal from use, and disposed of properly according to the policy for removing or destroying property of the City of Reynoldsburg.

### **SOCIAL MEDIA LIMITATIONS**

The City supports the free exchange of information and camaraderie among employees on the internet. However, when internet blogging, chat room discussions, email, text messages or other forms of electronic communication extend to employees revealing confidential information about the City or its employees, or engaging in posting inappropriate material about the City or its employees, the employee who posts such information or assists in posting such material may be subject to disciplinary action.

Employees are reminded to be careful of the information they disclose on the internet, including social media sites. The following uses of social media are strictly prohibited, whether on or off duty:

1. Comments or displays about coworkers, supervisors or the City that are vulgar, obscene, threatening, intimidating, harassing, or a violation of the City's workplace policies against discrimination, harassment or hostility on account of age, race, religion, sex, ethnicity, nationality, disability, military status or other protected class, status, or characteristic.
2. Statements or uses of the City's logo which are slanderous or detrimental, including evidence of the misuse of the City's authority, information, insignia or equipment.

3. Unprofessional communication which, if left unaddressed, could potentially result in a civil or criminal cause of action against the City. Unprofessional communication also includes that which the City could demonstrate has a substantial risk of negatively affecting the City's reputation, mission or operations, such as slander, defamation or other legal cause of action.
4. Disclosure of confidential and/or proprietary information acquired in the course of employment. Confidential information includes not only information that would not be available pursuant to a public records request, but also includes any information which does not relate to an issue of public concern.
5. Comments or displays which impact employees' abilities to perform their job duties or the City's ability to maintain an efficient workplace.

Social media sites may be inspected by the City for cause to determine potential policy violations. If an employee believes that an online communication violates a City policy, the employee should immediately report the communication to a supervisor. The City may investigate the matter, determine whether such communication violates policy, and take appropriate action. This policy does not apply to communications protected by the U.S. or Ohio Constitutions.

## **CITY PROPERTY**

### **General**

Employees are prohibited from using City materials, tools, facilities, equipment and labor for personal or private use regardless of whether the use is during working or non-working time. Employees may not perform private work for themselves, co-workers, friends or family members during working time or while using City materials, tools, facilities, or equipment. All City tools and equipment must be used and operated within the laws of the State of Ohio and/or rules and regulations of the City. Employees who separate from service with the City are responsible for return of reusable City property in her possession.

Employees have no reasonable expectation of privacy in the use of City property and facilities. In order to safeguard employees and the workplace, and in order to maximize efficiency, safety and productivity, the City reserves the right, in its sole discretion and without notice to employees, to inspect, monitor or otherwise search City property and facilities or any other enclosed or open area within City property or facilities and to monitor or inspect any items found within such facilities. Employees are required to cooperate in any work place inspection. The City also reserves the right to inspect any packages, mail, parcels, handbags, briefcases, or any other possessions or articles carried to and from City facilities and job sites where permitted by law.

Employees required to answer the telephone as part of their assigned duties shall do so in a polite and courteous manner. No employee shall use foul or abusive language over the telephone or in any dealings with the public. The City reserves the right to monitor any phone at any time.

Personal phone calls must be kept to an “on emergency basis” only. Toll calls and/or long distance for personal reasons shall not be charged to the City.

The City may issue cellular phones to its employees. Cellular phones are not only capable of making and receiving phone calls, they may also be capable of email, text messaging, internet browsing, running third party applications, GPS, and entertainment. Regardless of the capability of a particular cellular phone, City-issued cellular phones are considered City property and are for business use only. Features other than phone use must not be used or activated without direct authorization from a supervisor. Use of City cellular phones while operating a motor vehicle (City-owned or personal) is prohibited.

### **Vehicles**

Employees operating a City motor vehicle are required to have a proper and valid motor vehicle operator’s license. An employee who operates a motor vehicle for work and who has his license suspended, but who has acceptable court-ordered driving privileges, may nevertheless have his driving privileges temporarily suspended by the City. When the City suspends driving privileges, the employee will be temporarily reassigned. The City need not reassign an employee who drives for work and has his license suspended by a court with no work-related driving privileges. Employees that are required to drive as a part of their job are required to remain insurable on the City’s fleet liability policy. Employees must notify their supervisor of any traffic offense which may impair their ability to remain insurable or their ability to perform an essential function of their job, such as driving.

Any City employee who operates a City-owned motor vehicle, or a privately owned motor vehicle in the discharge of official City business, shall at all times during the course of operation, fully utilize the front seat occupant restraint systems provided in the vehicles and require like use of said systems by any passengers in the vehicle. Employees who operate City vehicles must have appropriate insurance coverage as designated by the Appointing Authority or Agency Head.

Use of a City-owned vehicle must be pre-approved by the employee’s supervisor. Employees shall not use, or permit the use of City automobiles for any purpose other than official City business. Passengers not on official City Business (i.e. children, spouses, friends, etc.) are not permitted in City-owned vehicles. Employees, as representatives of the City, are expected to be courteous to the public and to obey all traffic laws. City employees should drive and conduct themselves as to enhance the reputation of the City and Department.

Employees who drive City vehicles or who drive their personal vehicles for City business are subject to periodic (at least annual) record checks at the Bureau of Motor Vehicles. Employees who utilize City vehicles are responsible for reporting to their supervisor any moving traffic violations obtained while on, or off, duty as an employee’s personal driving record may impact his ability to be covered on the City’s liability policy. Employees who drive on behalf of the City are subject to reassignment and/or discipline in the event of a license revocation, suspension or traffic offense conviction

Concerns regarding repairs or vehicle maintenance must be reported to the employee's immediate supervisor.

## **TOBACCO USE POLICY**

In order to promote a healthy and comfortable work environment, City employees are prohibited from using tobacco while on City property, while performing duties related to City employment whether on or off site, while traveling for City business, and in any other circumstances or locations where an employee is representing the interests of the City, except as authorized by the Mayor. City property includes, but is not limited to: buildings, offices, restrooms, hallways, common work areas, parking lots, garages, City vehicles, conference rooms, sidewalks, green space, stairs, cafeterias/break rooms, and storage areas.

For the purpose of this policy, tobacco is defined as all tobacco, tobacco derived and/or substances mimicking tobacco containing products, including but not limited to: cigarettes, electronic cigarettes, vapor cigarettes, any artificial/faux cigarette, cigars, cigarillos, pipes, oral tobacco, or any other manner of using or consuming tobacco, tobacco derived substances and/or substances mimicking tobacco. The definition is intended to include all products that deliver nicotine for purposes other than cessation.

## **DRUG AND ALCOHOL POLICY**

### **Drug-Free Workplace**

Alcoholism and drug addiction are treatable diseases. Therefore, employees who believe that they may have an alcohol or drug addiction problem are encouraged to seek professional treatment and assistance. No employee who seeks such treatment or assistance prior to detection will have his job security, promotional opportunities, or other job conditions jeopardized by a request for treatment. The individual's right to confidentiality and privacy will be recognized in such cases. The City may take disciplinary action for any violations of work rules, regardless of the effect of alcohol or drug abuse. Nothing in this policy shall be construed to condone or exonerate employees from their misconduct or poor performance resulting from a drug or alcohol problem.

The City maintains a drug and alcohol free workplace. Employees are hereby notified that the manufacture, distribution, dispensing, possession, use or being under the influence of alcohol, drugs or other controlled substance is strictly prohibited during working hours at any location where employees are conducting City business. Also prohibited is the illegal use of legal substances.

In order to further the City's objective of maintaining a safe, healthful, and drug-free workplace, the City may require an employee to submit to a urine and/or blood test if there is reasonable suspicion to believe that an employee is under the influence of a controlled substance or alcohol.

Refusal to submit to a drug or alcohol test and/or to release the results of the same shall be considered insubordination and will be construed as a positive test result.

Employees are put on notice that an employee who is under the influence of drugs or alcohol may forfeit their right to obtain workers compensation benefits. The law establishes a rebuttable presumption that if an injured worker tests positive for the use of drugs or alcohol, the worker will have to prove the use of drugs or alcohol did not cause the accident. A refusal to test for the use of drugs or alcohol will also establish the presumption. Employees who are involved with a workplace accident may be required to undergo drug and/or alcohol testing in accordance with this policy.

### **Drug Policy**

**Controlled Substance:** Means any controlled substance contained in Schedules 1 through V of Section 202 of the Controlled Substance Act (21 U.S.C. § 812; or as defined in § 3719.01 O.R.C.).

**Conviction:** Means any finding of guilt, including a plea of *nolo contendere* (no contest) or the imposition of a sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

**Criminal Drug Statute:** Means a criminal statute involving manufacture, distribution, dispensation, use, or possession of any controlled substance. For purposes of this policy all definitions will be consonant with O.R.C. § 3719.01 *et seq.*

The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance by any employee which takes place in whole or in part in the employer's work place is strictly prohibited and will result in criminal prosecution and employee discipline

Any employee arrested or convicted of any Federal or State criminal drug statute must notify the employer of that fact immediately, but in no event longer than five (5) calendar days, of the arrest or conviction.

Any employee who reports for duty in an altered or impaired condition which is the result of the illegal use of controlled substances and/or alcohol will be subject to disciplinary action up to and including removal. Any decision to take disciplinary action may be held in abeyance pending the completion by the employee of a drug rehabilitation program.

Any employee arrested or convicted of a drug or alcohol offense, who fails to timely report the arrest or conviction, may be terminated from employment and/or held civilly liable for any damage caused, including a loss of state or federal funds, resulting from the misconduct.

The City has a zero tolerance policy for employees who are under the influence of drugs or alcohol while at work. Employees who are using medical marijuana as authorized by Ohio law are not exempt from this policy in any way. The use of marijuana in any form for any purpose, authorized for medicinal purposes or unauthorized, will be treated the same as the use of all other Schedule 1



controlled substances, illegal drugs, or the abuse of legal drugs. Employees using Schedule 1 controlled substances or illegal drugs, including medical marijuana authorized by and in accordance with Ohio law, are still subject to all provisions of this policy and may be subject to discipline including termination for such use.

### **Drug and Alcohol Testing Policy**

In order to maintain a safe and healthful work environment, the City reserves the right to set standards for employment and to require employees to submit to physical examinations including blood or urine tests for alcohol, illegal drugs, or the misuse of legal drugs where there is reasonable suspicion that an employee's work performance is, or could be, affected by the condition.

Where the City has a reasonable suspicion to believe that the employee is in violation of this policy, it may require the employee to go to a medical clinic, at the City's expense, to provide blood and/or urine specimens. Reasonable suspicion shall generally mean suspicion based on personal observation by a City representative, including descriptions of appearance, behavior, speech, breath, or inexplicable behavior.

If requested, the employee shall sign a consent form authorizing the clinic to withdraw a specimen of blood or urine and release the test results to the City. Refusal to sign a consent form or to provide a specimen will constitute insubordination and a presumption of impairment and may result in discharge.

Any employee who tests positive may request retesting of the original specimen at their own expense.

Employees who return to work after the successful rehabilitation will be subject to random drug tests for a period of two years from the date of their return.

Employees subject to random drug tests who refuse to participate in the drug/alcohol testing and/or rehabilitation program or who continue to test positive for substance abuse will face additional disciplinary actions, up to and including removal.

Any employee involved in an accident may be subject to post accident alcohol and drug/alcohol testing.

Employees who are required to hold a commercial driver's license (CDL) will be required to participate in the City's drug and alcohol testing program as required by federal law which includes pre-employment testing, post-accident testing, random testing, reasonable suspicion testing, and return-to-work testing. Policies and procedures for these programs will be consistent with federal law and will be made available to employees required to hold CDL's and their supervisors.

Employee that hold a Commercial Driver's License (CDL) or Commercial Learner's permit (CLP) will be required to register the Federal Motor Carriers S – A (FMCSA) Clearinghouse and enter their personal information and the City of Reynoldsburg or their designee will have the requirement that the following personal information collected and maintained under this part shall be reported to the Clearing House



- A verified positive, adulterated, or substituted drug test result;
- An alcohol confirmation test with a concentration of 0.04 or higher;
- A refusal to submit to any test required by subpart C of this part;
- An employer's report of actual knowledge, as defined at § 382.107:
  - On duty alcohol use pursuant to § 382.205;
  - Pre-duty alcohol use pursuant to § 382.207;
  - Alcohol use following an accident pursuant to § 382.209; and
  - Controlled substance use pursuant to § 382.213;
- A substance abuse professional (SAP as defined in § 40.3 of this title) report of the successful completion of the return-to-duty process;
  - A negative return-to-duty test; and
  - An employer's report of completion of follow-up testing.

### **Discipline**

The City may discipline an employee, for any violation of this policy. Nothing herein shall be construed as a guarantee that the City will offer an opportunity for rehabilitation. Failure to successfully complete or participate in a prescribed rehabilitation program, if offered, shall result in the employee's discharge [including a refusal to test or a positive test result on a return to duty or follow-up test].

### **Refusal to Test**

Employees who refuse to submit to the required testing shall be subject to disciplinary action up to and including discharge. A refusal to test for purposes of this policy shall include:

- Failure to provide a sufficient sample provided there does not exist a valid medical explanation as to why the employee was unable to do so;
- Any conduct that attempts to obstruct the testing process such as unavailability, leaving the scene of an accident without proper authorization, delay in providing a sample, adulterating, substituting or attempting to adulterate or substitute a specimen during the testing process, regardless of whether such attempt results in a negative or positive diluted sample;
- Failure to execute or release forms required as part of the testing process.

### **Prescriptions/OTC Medications**

Employees must inform the City if they are taking any medication that may impair their ability to perform their job. Employees on such medications must provide a written release from their treating licensed medical practitioner indicating that they are capable of performing their essential job functions, with or without reasonable accommodation. Employees are prohibited from

performing any City function or duty while taking legal drugs that adversely affect their ability to safely perform any such function or duty.

## **WORKPLACE VIOLENCE**

### **Zero Tolerance**

The City is committed to providing a work environment that is safe, secure and free of harassment, threats, intimidation and violence. In furtherance of this commitment, the City enforces a zero tolerance policy for workplace violence. Consistent with this policy, threats or acts of physical violence, including intimidation, harassment, and/or coercion which involve or affect employees, or which occur on City property or at a worksite, will not be tolerated. Employees who are found to have committed acts of workplace violence will receive discipline and possible criminal prosecution, depending on the nature of the offense.

### **Prohibited Acts of Violence.**

Prohibited acts of workplace violence include, but are not limited to, the following: (1) hitting or shoving; (2) threatening harm to an employee or his family, friends, associates, or property; (3) intentional destruction of property; (4) harassing or threatening telephone calls, letters or other forms of written or electronic communications, including email and website postings; (5) intimidating or attempting to coerce an employee to do wrongful acts, as defined by applicable law, administrative rule, policy, or work rule; (6) willful, malicious and repeated following of another person, also known as “stalking” and/or making threats with the intent to place another person in reasonable fear for his safety (7) suggesting or otherwise intimating that an act to injure persons or property is “appropriate”, without regard to the location where the suggestion or intimation occurs; and (8) unauthorized possession or inappropriate use of firearms, weapons, or any other dangerous devices on City property.

### **Warning Signs and Risk Factors.**

The following are examples of warning signs, symptoms and risk factors that may indicate an employee’s potential for violence. In all situations, if violence appears imminent, employees should take the precautions necessary to assure their own safety and the safety of others. An employee should immediately notify management if they witness any violent behavior, including, but not limited to, the following: (1) hinting or bragging about a knowledge of firearms; (2) making intimidating statements such as: “You know what happened in Oklahoma City,” “I’ll get even,” or “You haven’t heard the last from me.”; (3) keeping records of other employees the individual believes to have violated departmental policy; (4) physical signs of anger, such as hard breathing, reddening of complexion, menacing stares, loudness, and profane speech; (5) acting out violently either verbally or physically; (6) excessive bitterness by a disgruntled employee or an ex-employee; (7) being a “loner,” avoiding all social contact with co-workers; (8) having a romantic obsession with a co-worker who does not share that interest; (9) history of interpersonal conflict; (10) domestic problems, unstable/dysfunctional family; and (11) brooding, depressed, strange behavior.

## **PERSONAL APPEARANCE**

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.

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.

Clothing shall be conducive to the safe and effective performance of required job duties.

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.

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.

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. Employees that are provided work wear will be required to wear it.

### **Non-Uniform Clothing**

Employees not required to wear uniforms daily, may be provided shirts, sweaters, and jackets with the City of Reynoldsburg logo. The clothing may be worn for work at any time but are primarily to be worn for special events where it is desired the City of Reynoldsburg employees can be identified.

All clothing purchased must be approved colors and be branded with City of Reynoldsburg logo/name. Department directors are responsible approving clothing options with the City of Reynoldsburg logo.

While wearing city branded clothing, employees are to conduct themselves in a professional manner. This portion of the policy does negate the ability of the City of Reynoldsburg from providing protective clothing, boots, vests, gloves, aprons or other items deemed protective in nature and intended for specific purposes.

Uniforms or clothing purchased by the city and distributed to employees will be treated as a fringe benefit, included as wages to the employee and subject to withholding tax purposes unless not permit by law.

## **INVESTIGATIONS AND DISCIPLINE**

The City has the right to investigate all alleged disciplinary violations. Employees are required to cooperate fully during investigations. Employees who are the subject of a formal investigation have the right to be accompanied, represented, and advised by an attorney. For all employees, the failure to respond, to respond truthfully, or to otherwise cooperate in an investigation, shall be considered insubordination and may result in termination. Employees involved in an investigation shall not discuss the facts of the investigation during the pendency of the investigation.

Classified employees may be placed on a paid “administrative” leave of absence with pay pending an investigation. A classified employee who has been charged with a violation of law that is punishable as a felony may be placed on unpaid “administrative” leave, for a period not to exceed two months, pending an investigation. However, a classified employee who is placed on unpaid leave and is later exonerated of a felony must be reimbursed for lost pay, plus interest, and lost benefits. Unclassified employees may be placed on paid or unpaid leave pending an investigation.

Employees who have completed their probationary period and who are in the classified civil services may only be disciplined for just cause. Disciplinary action will be commensurate with the offense. Discipline for minor infractions will normally be imposed in a progressive manner with consideration given to the nature of the offense, prior disciplinary action, length of service, the employee’s position, the employee’s record of performance and conduct along with all other relevant considerations. Nothing in the policy shall be construed to limit the City’s discretion to impose a higher level of discipline under appropriate circumstances.

The following forms of misconduct constitute grounds for disciplinary action: incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, policy or work rule violations, conviction of a crime, failure of good behavior including a violation of ethics of public employment, failure to maintain licensing requirements, and any other acts of misfeasance, malfeasance, nonfeasance or any other reason set forth in O.R.C. § 124.34.

The property and image of the City is to be respected at all times; as such, an employee’s off duty conduct that could reasonably negatively impact the City may form the basis for discipline. Any comments or questions concerning the standard of conduct expected should be directed toward the employee’s immediate supervisor.

Employees have an obligation to immediately inform the City of any on-duty or off-duty arrests or convictions. An arrest or conviction may, or may not, result in discipline depending on the nature of the incident, the job performed, and other relevant considerations. Employees will not be granted vacation leave in order to serve jail time.

The filing or prosecution of criminal charges or other civil administrative investigations against an employee for alleged misconduct or criminal activity shall not be determinative as to appropriate disciplinary action, if any, under this policy. The City may investigate the employee's alleged misconduct or activities and determine the appropriate discipline, if any, without regard to pending administrative or criminal charges. The disposition of such administrative or charge is independent of a disciplinary investigation. Although the City may utilize information obtained during other investigations, the City's decision to take appropriate disciplinary action may or may not correspond with the filing, or non-filing, of criminal charges or civil actions. A felony conviction while employed with the City is just cause for termination.

Staff is responsible for reporting any incident or conduct they believe is inappropriate and/or in violation of City Policies and Procedures. This duty includes incidents actually observed, reported by residents, reported by staff, or suspected due to other facts.

When the City believes that discipline of a classified employee in the form of a paid or unpaid suspension, reduction or elimination of longevity pay, demotion or termination is possible, a pre-disciplinary conference shall be scheduled. Prior to the pre-disciplinary meeting, the employee will be provided with written notice of the charges against him. At the pre-disciplinary conference, the employee may respond to the charges or have his chosen representative respond. Failure to attend the pre-disciplinary conference shall be deemed a waiver of the conference.

Unclassified employees are not entitled to a pre-disciplinary conference.

Classified employees may appeal suspensions of more than three (3) days, reductions in pay or position, or removals to the Civil Service Commission consistent with the City's civil service rules.

## **COMPLAINT PROCEDURE**

Employees may have questions or concerns caused by misunderstandings in the application of policies, procedures and work rules. The City believes these questions and concerns heard promptly, and action taken to resolve or clarify a particular situation. Complaints regarding unlawful discrimination or harassment should be brought according to the unlawful discrimination and harassment policy contained in this manual.

All employees shall have the right to file a complaint without fear of retaliation. No employee shall be disciplined, harassed or treated unfairly in any manner as a result of filing a complaint. A complaint is defined as a disagreement between an employee and City as to the interpretation or application of official policies, departmental rules and regulations, or other disagreements perceived to be unfair or inequitable relating to treatment or other conditions of employment. The following is the procedure to be followed when an employee has a complaint as defined above:

### **Step 1: Immediate Supervisor**

An employee having a complaint shall file it in writing with his Immediate Supervisor, as outlined in the procedure for his work unit. The employee's Immediate Supervisor will review the complaint and attempt to resolve the complaint within a reasonable time and will provide

the employee with a written response. Step 1 may be bypassed by either the employee or Immediate Supervisor if the Immediate Supervisor lacks the authority to make a change and/or the Immediate Supervisor is the subject of the complaint.

### **Step 2: Department Head**

Where the employee is not satisfied with Step 1 response of the Immediate Supervisor, the employee may submit the original complaint to the Department Head within seven (7) calendar days of the supervisor's written response. The Department Head will review all material provided and provide the employee with a written response in a timely manner.

### **Step 3: Mayor (or Designee)**

Where the employee is not satisfied with the Step 2 response, the employee may submit the original complaint to the Mayor, or Designee, within seven (7) calendar days. The Mayor, or Designee, will review all material provided and will provide the employee with a written response in a timely manner.

### **Step 4: Civil Service Commission**

1. If the complaint is not resolved, the aggrieved may file an appeal with the Appointing Authority within five (5) working days after receiving a reply from the Director as noted in Step 3. All decisions of the Appointing Authority are final, except those under the jurisdiction of the Reynoldsburg Civil Service Commission.
2. This grievance procedure will not apply to matters of reduction in pay, involuntary discharge, demotion, or suspension. There is a separate appeal process for classified employees under the Civil Service Commission to handle these problems.

Time limits as set forth in the procedure may be extended by mutual agreement of the parties in writing.

## **DURATION OF RECORDS**

All actions of record will be maintained in each employee's personnel file throughout his period of employment, with the exception that any records of documented warnings will be removed from the file, upon the written request of the employee, one (1) year after such action was taken, provided no further corrective action of the same or similar nature has occurred. Written reprimands will be removed from the file upon the request of the employee, two (2) years after such action was taken, provided no further corrective action of the same or similar nature has occurred. Suspensions shall be removed from the file, upon the employee's request, four (4) years after such action was taken, provided that no further corrective action of the same or similar nature has occurred and further provided that the City can show no compelling need to retain such records beyond this time limit. All actions of record including warnings, written reprimands, and suspensions removed from an employee's personnel file shall be maintained in a separate sealed file. Reductions in pay or position shall be removed from a personnel file and shall be maintained in a sealed file upon the employee's request, four (4) years after such action was taken provided that the City can show no compelling need to retain such records beyond this time limit. Removed

records, maintained in a sealed file, may only be accessed by the City in response to and defense of allegations filed against the City or its officials by the employee or by a third party, but shall not be utilized for any other purpose including discipline, promotions, or assignments, or pursuant to applicable law.

Removed records shall be destroyed in accordance with the City Records Commission.

### **LACTATION BREAKS**

Employees who have recently given birth will be allowed a reasonable break time in order to nurse or express breast milk, for up to one year after the child's birth. The employee will be provided appropriate space, other than a bathroom, that is shielded from view and free from intrusion from workers and members of the public. Lactation breaks under this policy should, to the extent possible, run concurrently with any other break time available to the employee.

### **CONCEALED CARRY**

Consistent with the Ohio Revised Code, no employee, contractor, client or other individual may carry, possess, convey or attempt to convey a deadly weapon or ordnance onto the property of the City. A valid concealed carry license does not authorize an individual to carry such a weapon onto these premises. Law enforcement officers specifically authorized to carry a firearm are exempted from this provision and may be permitted to carry a concealed weapon.

City employees are prohibited from carrying firearms any time they are working for the City or acting within the course and scope of employment. These situations include, but are not limited to attending training sessions or seminars, wearing a City identification badge, uniform, or other City issued paraphernalia that an employee is required to wear relative to their employment and working in resident's homes or other sites off City premises. Except for law enforcement officers, no employee or member of the public may carry, transport, or store a concealed weapon, firearm, or ammunition in a City owned vehicle.

This policy does not prohibit employees, possessing a valid license to carry a concealed handgun, from transporting and/or storing a firearm or ammunition in their personal vehicle at work locations where their personal vehicle is otherwise permitted to be (e.g. City Parking Lot). However, the employee must leave the firearm and ammunition in their personal vehicle. Employees are neither permitted to remove their firearm or ammunition from their personal vehicles while at work locations nor are they permitted to bring a concealed firearm or ammunition into a City owned building. The employee's firearm and ammunition must be stored in their personal vehicle in accordance with the storage provisions of the Concealed Carry statute. The



firearm and ammunition must be in a locked vehicle either in the glove compartment, a lock box or the trunk.

Employees shall immediately contact a supervisor if they suspect an employee or member of the public is carrying a concealed weapon, firearm, or ammunition on City premises. Employees are required to immediately contact a supervisor if they suspect an employee to be carrying a concealed weapon or firearm in violation of this policy at any time while they are working for the City, acting within the course and scope of employment, or acting as a representative of the City.

### **AUDITOR OF STATE FRAUD REPORTING SYSTEM**

The Ohio Auditor of State's Office maintains a system for reporting fraud, including the misuse of public money by any official or office. The system allows all Ohio citizens, including public employees, the opportunity to make anonymous complaints through a toll free number, the Auditor of State's website, or the United States mail. Contact information is as follows:

Telephone: 1-866-FRAUD OH (1-866-372-8364)

US Mail: Ohio Auditor of State's Office

Special Investigations Unit

88 East Broad Street

P.O. Box 1140

Columbus, OH 43215

Web: [www.ohioauditor.gov](http://www.ohioauditor.gov)

### **CONTACT WITH NEWS MEDIA/RESIDENTS**

Any employee contacted by the news media or a citizen on a matter related to City operations should direct the caller to contact the Appointing Authority or designee. This policy is designed to avoid duplication, assure accuracy, and protect employees and the City from the dissemination of misstatements and misinformation.

This policy does not prohibit employees from making a public statement, in their off duty hours, on matters of public concern. However, this policy does prohibit employees from making unauthorized public statements during their working hours and from making public statements about matters of private concern that negatively impact the City.

### **EMPLOYEE INFORMATION AND RECORDS**

#### **Employee Information**



The appropriate Appointing Authority shall establish and maintain a personnel file for each employee. The employee is responsible for providing the employer with the following information: the employee's legal name, address, telephone number, social security number, tax exemptions, affiliation with any branch of the armed services, the name and phone number of a person to contact in case of an emergency, loss of licensure or insurability, if applicable, and, any other requested information. In addition to providing this information, the employee is also responsible for promptly reporting any change in the information.

In the event the employer must send correspondence or other documentation to an employee who is on leave, the employer will mail the document to the last known address listed in the employee's personnel file. An employee will be considered to have constructive notice of any correspondence or documentation mailed to his last known address.

### **RELEASE OF RECORDS:**

With the exception of certain law enforcement entities, the City, as well as, its employees is subject to the mandates of Chapter 1347 of the Ohio Revised Code regarding personal information systems. The City maintains records that are manually stored and records that are stored using electronic data processing equipment. Records maintained by the City include personal information (i.e. employee information required above).

The Human Resources Director is appointed to be directly responsible for the City's personal information systems. The City understands that it creates, receives, and maintains sensitive and private information, and will ensure that it collects, maintains, and uses only personal information that is necessary and relevant to the functions of the City. Personal information maintained by the City shall not be modified, destroyed, or disclosed without the approval of the Records Commission. The City will continually monitor the personal information system, and make necessary adjustments to ensure the system's accuracy. Employees will be trained on the use of personal information, including review of this policy. Employees who use personal information in an unauthorized manner shall be subject to the City's disciplinary policy.

Records maintained by the City that are not defined as "public records" in §149.43 of the Ohio Revised Code or other applicable provisions of law, shall not be released from an employee's personnel file unless specifically authorized by such employee in writing. Pursuant to applicable law, medical records are not public records and are maintained in a separate file. Records maintained by the City that are defined as public records shall be released in accordance with law. The City will attempt to give employees at least twenty-four hours notice before releasing their personal information in response to a public records request.

### **REVIEW OF FILE:**

Each employee shall have the right, with reasonable notice, to examine his personnel file. Such examination shall be made on non-work time or at some other mutually agreeable time. If an employee disputes the accuracy, timeliness, relevance, or completeness of documents in her file, he may submit a written request that the appointing authority investigate the current status of the

information. The appointing authority will make a reasonable investigation to determine the accuracy, timeliness, relevance, and completeness of the file, and will notify the employee of the results of the investigation and any plans the appointing authority has to take action with respect to the disputed information.

Employees are not permitted to alter, add or remove documents or other information contained in their personnel files absent express authorization from the appropriate appointing authority. An employee who alters, adds or removes documents or information from his personnel file without prior approval may be subject to discipline. Employees may submit a statement to be attached to any disputed document.

### PERSONNEL POLICY MANUAL ACKNOWLEDGEMENT

I acknowledge receipt of this manual and understand and agree that I am responsible for knowing its contents and for keeping updated. I also understand that this manual is City property that must be returned to the appointing authority when I separate from employment with the City.

I further acknowledge and understand that this manual **does not create a contract of employment with the City for any purpose.** I agree and understand that any and all provisions of this manual may be modified or eliminated, without advance notice to me, at any time.

**Issued To:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Date Received:** \_\_\_\_\_

**City Auditor's Office****Stephen Cicak****7232 E. Main Street****Reynoldsburg OHIO 43068****614/322-6858 Phone****ORDINANCE REQUEST**


---

**DATE:** December 7, 2020

**TO:** Finance and Administration Committee

**RE:** Management Consulting Services Contract

---

Approval:

|                         |                          |                            |
|-------------------------|--------------------------|----------------------------|
| Completed<br>Joe Begeny | Completed<br>Chris Shook | Completed<br>Stephen Cicak |
|-------------------------|--------------------------|----------------------------|

Request Council authorize the Mayor to enter into the attached contract with DONALD J. SCHONHARDT & ASSOCIATES, INC. for the City of Reynoldsburg 2020-2022 Comprehensive Annual Financial Report Services and Annual Accounting Consulting

This company is a specialized financial professional service and is on the City of Reynoldsburg No Bid list. There has been no increase in their fee since 2017

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT  
WITH DONALD J. SCHONHARDT & ASSOCIATES, INC. FOR MANAGEMENT  
CONSULTING SERVICES AND WAIVE COMPETITIVE BIDDING**

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 enter into contract with Donald J. Schonhardt & Associates, Inc. for management consulting services for a three year contract from 2020 to 2022.

SECTION 2. That pursuant to CRC Section 8.04(c) competitive bidding is hereby suspended.

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

## EXECUTIVE SUMMARY

### Overview

The City of Reynoldsburg, Ohio (City) has completed the preparation of their 2019 Comprehensive Annual Financial Report (CAFR) with the assistance of our firm. Mr. Stephen M. Cicak, City Auditor, is currently in the process of planning for the preparation of the City's 2020 CAFR. He has requested that we prepare a proposal to provide technical accounting and management oversight assistance in the preparation of a 2020 CAFR. As an integral part of the preparation process, we will utilize **CAFR-Unlimited™** software.

The preparation of a GAAP basis financial report involves extensive management planning and control to insure that all of the necessary tasks are accomplished in a timely and efficient manner. In addition to the routine responsibilities that often impact the availability of staff resources to assign to a major project, implementation of new Governmental Accounting Standards Board (GASB) pronouncements have made it increasingly more difficult to insure that all of the necessary reporting requirements have been met.

Since our primary service to the public sector is the preparation of GAAP basis financial reports, we have made a commitment to continuing education for all of our staff members. We participate in Government Finance Officers Association (GFOA) and Association of Government Accountants (AGA) sponsored seminars to ensure that our staff is knowledgeable about all current and proposed governmental financial reporting requirements. We will continue to work to ensure that our clients are made aware of these changes and how the changes will impact current and future financial reports. Finally, since we work with over eighty (80) different public sector entities to prepare GAAP basis financial reports, our staff is exposed to a variety of methods which may be used by City staff to improve the efficiency of the report preparation process. We have not wavered from our commitment to provide the highest quality public sector financial and accounting services at a reasonable cost.

We believe that Donald J. Schonhardt & Associates, Inc. (DJS&A), is in a unique position to meet the City's request for assistance because of our hands-on experience in public sector finance; our on-going assistance to other public sector entities that are required to prepare GAAP basis financial reports and our prior assistance to the City in the preparation of numerous award winning CAFRs. The individuals who will assist the City have in excess of seventy (70) years of public sector finance and accounting experience and continue to work with over eighty (80) public sector entities (municipalities, counties, villages, townships, special districts and school districts) throughout the State of Ohio to prepare GAAP basis annual financial reports.

We recognize the significance of our continued association with the City of Reynoldsburg and are prepared to commit the necessary resources to assure the highest level of service.

### Timing

On or before May 30, 2021, the City will be required to do the following: 1) submit their 2020 Basic Financial Statements to the Auditor of State and 2) input selected data from the unaudited statements into the Auditor of State's Hinkle Annual Financial Data Reporting System (Hinkle System). Both processes must be completed to meet statutory requirements.

*Audit Considerations:* To meet the program deadline for a Certificate of Achievement for Excellence in Financial Reporting, the City must submit a 2020 CAFR to the GFOA no later than June 30, 2021. DJS&A intends to provide the auditors with all necessary information prior to June 1, 2021. Please note that DJS&A is not responsible for the timing of the audit and makes no commitments regarding the outcome of the audit.

This proposal includes DJS&A time to review proposed audit adjustments and make mutually agreed upon material audit adjustments (if any), but **does not** include time to cover continual meetings with the auditors throughout the audit process or time to make immaterial, nonsubstantive changes to the narrative or format of the report. We have also included additional time necessary to put the basic financial statements into a PDF file format so that our clients may comply with the State Auditor's electronic filing requirement.

Upon execution of a contract, DJS&A will provide a schedule to the City consisting of target dates and milestones for certain activities throughout the project. Adherence to dates published in the above referenced schedule is imperative to insure the timely completion of the CAFR.

### Engagement Approach

Donald J. Schonhardt & Associates, Inc., will be responsible for providing on-going management and technical accounting assistance on a regular basis throughout the report preparation process. Such assistance will include but is not limited to the following:

- Regular discussions with City staff to review completed documentation, discuss data collection and recording criteria and examine the status of the report preparation process.
- Answer questions as they arise and discuss the rationale for specific data collection activities and how they can be accomplished most efficiently.
- Review and comment on the information developed for the conversion and review the applicability of the data in the presentation of the GAAP basis financials.

### Professional Fees

It is our policy to estimate fees at an amount which is highly competitive, but which will enable us to provide responsive service of the highest quality. We base our fees on the time spent by personnel assigned to an engagement at hourly rates which are commensurate with the training and experience of those assigned to the project. We know that our hourly rates are extremely competitive and substantially less than those charged by other accounting and consulting firms that may not possess the actual hands-on experience of our staff. Management oversight and technical assistance will be billed at an hourly rate of \$110.00 per hour (including expenses) for work performed **plus** travel time and mileage at the rate of \$0.50 per mile.

### Professional Fees (Continued)

In order to contain costs and pass the savings on to our clients, we are prepared to offer the same level of services identified in this proposal for preparation of a 2021 and 2022 CAFR at the same annual fee quoted for the 2020 CAFR preparation. We will freeze this rate and annual contract amount with the signing of a multi-year contract not to exceed three (3) consecutive report years. This fixed rate is contingent upon the City's agreement that the scope of work will remain the same for this and the subsequent years and that no significant change in accounting policies and/or procedures is anticipated which will potentially alter the required level of service. We are confident that you will agree that such cost containment measures provide both current and long-term benefits to the City.

The multi-year contract option is included on the contract document and requires an appropriate approval signature on the line provided which will designate the term of the contract. We hope that you are able to take advantage of this opportunity so that we may continue to provide you with the highest quality of service at the best possible price.

Our fee to provide management and technical oversight in the report preparation, as outlined in the Summary of Work to be Performed **(excluding an allowance for mileage reimbursement)** will be:

| <u>Report Year</u> | <u>Report Fee</u> |
|--------------------|-------------------|
| 2020               | \$17,000          |
| 2021               | 17,000            |
| 2022               | 17,000            |

The amount that will be billed to the City of Reynoldsburg for the project is as noted in the table above **(excluding an allowance for mileage reimbursement)**. The hourly rate quoted above will not increase during the term of the contract. The proposal is a maximum not to exceed bid for the scope of services defined by this proposal, the City will not pay more than the amount noted above provided the scope of services does not change.

### Billing

Our practice is to bill in monthly installments covering the period worked on the engagement. Billings are due and payable upon receipt.

## SUMMARY OF WORK TO BE PERFORMED

The objective of this engagement is to provide management, technical and accounting assistance, to the City in the preparation of their 2020 CAFR. It is anticipated that the engagement will be completed by June 30, 2021. The engagement consists of the following:

Management overview, technical assistance, documentation, review and analysis of reversing and adjusting entries and preparation of one copy of the original CAFR which is suitable for preparing additional copies as required by the City.

An outline is provided below which indicates the major components of the project. The outline is not intended as a comprehensive work plan, but rather an overview of the services to be provided.

Management overview, technical and accounting assistance and limited data collection activities.

- Assess current records related to the CAFR and identify alternative approaches for record keeping and suggest formats for future data collection which will improve the efficiency of data collection.
- Organize and document in journal form all reversing entries.
- Post reversing entries to **CAFR-Unlimited™**.
- Identify major subsidiary detail required to assemble accrual oriented statements (i.e. payables, receivables, capital asset detail, vacation/sick leave balances, etc.)
- Identify source of information and appropriate collection criteria for detailed information identified in the above task.
- Modify software applications to incorporate new funds and/or fund reclassifications that have occurred during the last fiscal period.
- Assure that the City is in compliance with all new GASB pronouncements effective since the last reporting period.
- Provide for centralized collection, organization and summarization of detail required for accrual adjustments.
- Utilize existing software models to input the data collected for aggregation and presentation.
- Download ending cash balance, receipt and disbursement figures from ASCI II file or Microsoft Excel® file into **CAFR-Unlimited™**.

## SUMMARY OF WORK TO BE PERFORMED (Continued)

- Execute various tasks required for accumulation of detailed financial information to be used in the preparation of the CAFR.
- Continuously monitor adherence to task assignments and adjust resources where necessary to satisfy deadlines.
- Obtain original and final budget amounts for major funds.
- Post adjusting accounting entries to **CAFR-Unlimited™** to develop the trial balance.
- Identify and eliminate appropriate interfund activity.
- Make final determination of major funds.
- Identify program revenues.
- Collect information to categorize net assets.
- Prepare reconciliation between government-wide financial statements and fund based financial statements.
- Prepare statement formats for all required financial information including all basic financial statements, notes to the basic financial statements and appropriate financial schedules.
- Provide draft copy of financial section of the CAFR along with supporting workpapers to the City's auditors.
- Make mutually agreed upon changes/corrections to the financial section as a result of the audit.
- Assist in the preparation of the statistical section of the CAFR by advising staff on data required and preparing final print routines for inclusion in the CAFR.
- Assist in the preparation of the introductory section of the CAFR by advising staff of specific requirements for the introductory section. Due to the unique nature of the introductory section, the City is responsible for preparing a draft of the transmittal letter to be included in the 2020 report.
- Assist in the preparation of Management's Discussion and Analysis (MD&A).
- Prepare in final form all print routines required for presentation in the CAFR and analyze same using review criteria established for GFOA reviewers.
- Finalize statement preparation formats for the CAFR and prepare one (1) final PDF version of the report suitable for fulfilling the City's GFOA filing and printing needs.



## Appendix I

***Proposal to the  
City of Reynoldsburg, Ohio***

***for  
CONSULTING SERVICES  
FOR  
THE PREPARATION OF  
ANNUAL FINANCIAL REPORT***

Prepared by  
Donald J. Schonhardt & Associates, Inc.  
5307 Franklin Street  
Hilliard, Ohio 43026-1409  
(614) 876-2020

October 23, 2020

---

Attachment: Proposal (Contract for Management Consulting Services)

## **EXECUTIVE SUMMARY**

### **Overview**

The City of Reynoldsburg, Ohio (City) has completed the preparation of their 2019 Comprehensive Annual Financial Report (CAFR) with the assistance of our firm. Mr. Stephen M. Cicak, City Auditor, is currently in the process of planning for the preparation of the City's 2020 CAFR. He has requested that we prepare a proposal to provide technical accounting and management oversight assistance in the preparation of a 2020 CAFR. As an integral part of the preparation process, we will utilize **CAFR-Unlimited™** software.

The preparation of a GAAP basis financial report involves extensive management planning and control to insure that all of the necessary tasks are accomplished in a timely and efficient manner. In addition to the routine responsibilities that often impact the availability of staff resources to assign to a major project, implementation of new Governmental Accounting Standards Board (GASB) pronouncements have made it increasingly more difficult to insure that all of the necessary reporting requirements have been met.

Since our primary service to the public sector is the preparation of GAAP basis financial reports, we have made a commitment to continuing education for all of our staff members. We participate in Government Finance Officers Association (GFOA) and Association of Government Accountants (AGA) sponsored seminars to ensure that our staff is knowledgeable about all current and proposed governmental financial reporting requirements. We will continue to work to ensure that our clients are made aware of these changes and how the changes will impact current and future financial reports. Finally, since we work with over eighty (80) different public sector entities to prepare GAAP basis financial reports, our staff is exposed to a variety of methods which may be used by City staff to improve the efficiency of the report preparation process. We have not wavered from our commitment to provide the highest quality public sector financial and accounting services at a reasonable cost.

We believe that Donald J. Schonhardt & Associates, Inc. (DJS&A), is in a unique position to meet the City's request for assistance because of our hands-on experience in public sector finance; our on-going assistance to other public sector entities that are required to prepare GAAP basis financial reports and our prior assistance to the City in the preparation of numerous award winning CAFRs. The individuals who will assist the City have in excess of seventy (70) years of public sector finance and accounting experience and continue to work with over eighty (80) public sector entities (municipalities, counties, villages, townships, special districts and school districts) throughout the State of Ohio to prepare GAAP basis annual financial reports.

We recognize the significance of our continued association with the City of Reynoldsburg and are prepared to commit the necessary resources to assure the highest level of service.

### Timing

On or before May 30, 2021, the City will be required to do the following: 1) submit their 2020 Basic Financial Statements to the Auditor of State and 2) input selected data from the unaudited statements into the Auditor of State's Hinkle Annual Financial Data Reporting System (Hinkle System). Both processes must be completed to meet statutory requirements.

*Audit Considerations:* To meet the program deadline for a Certificate of Achievement for Excellence in Financial Reporting, the City must submit a 2020 CAFR to the GFOA no later than June 30, 2021. DJS&A intends to provide the auditors with all necessary information prior to June 1, 2021. Please note that DJS&A is not responsible for the timing of the audit and makes no commitments regarding the outcome of the audit.

This proposal includes DJS&A time to review proposed audit adjustments and make mutually agreed upon material audit adjustments (if any), but **does not** include time to cover continual meetings with the auditors throughout the audit process or time to make immaterial, nonsubstantive changes to the narrative or format of the report. We have also included additional time necessary to put the basic financial statements into a PDF file format so that our clients may comply with the State Auditor's electronic filing requirement.

Upon execution of a contract, DJS&A will provide a schedule to the City consisting of target dates and milestones for certain activities throughout the project. Adherence to dates published in the above referenced schedule is imperative to insure the timely completion of the CAFR.

### Engagement Approach

Donald J. Schonhardt & Associates, Inc., will be responsible for providing on-going management and technical accounting assistance on a regular basis throughout the report preparation process. Such assistance will include but is not limited to the following:

- Regular discussions with City staff to review completed documentation, discuss data collection and recording criteria and examine the status of the report preparation process.
- Answer questions as they arise and discuss the rationale for specific data collection activities and how they can be accomplished most efficiently.
- Review and comment on the information developed for the conversion and review the applicability of the data in the presentation of the GAAP basis financials.

### Professional Fees

It is our policy to estimate fees at an amount which is highly competitive, but which will enable us to provide responsive service of the highest quality. We base our fees on the time spent by personnel assigned to an engagement at hourly rates which are commensurate with the training and experience of those assigned to the project. We know that our hourly rates are extremely competitive and substantially less than those charged by other accounting and consulting firms that may not possess the actual hands-on experience of our staff. Management oversight and technical assistance will be billed at an hourly rate of \$110.00 per hour (including expenses) for work performed **plus** travel time and mileage at the rate of \$0.50 per mile.

### **Professional Fees** (Continued)

In order to contain costs and pass the savings on to our clients, we are prepared to offer the same level of services identified in this proposal for preparation of a 2021 and 2022 CAFR at the same annual fee quoted for the 2020 CAFR preparation. We will freeze this rate and annual contract amount with the signing of a multi-year contract not to exceed three (3) consecutive report years. This fixed rate is contingent upon the City's agreement that the scope of work will remain the same for this and the subsequent years and that no significant change in accounting policies and/or procedures is anticipated which will potentially alter the required level of service. We are confident that you will agree that such cost containment measures provide both current and long-term benefits to the City.

The multi-year contract option is included on the contract document and requires an appropriate approval signature on the line provided which will designate the term of the contract. We hope that you are able to take advantage of this opportunity so that we may continue to provide you with the highest quality of service at the best possible price.

Our fee to provide management and technical oversight in the report preparation, as outlined in the Summary of Work to be Performed **(excluding an allowance for mileage reimbursement)** will be:

| <u>Report Year</u> | <u>Report Fee</u> |
|--------------------|-------------------|
| 2020               | \$17,000          |
| 2021               | 17,000            |
| 2022               | 17,000            |

The amount that will be billed to the City of Reynoldsburg for the project is as noted in the table above **(excluding an allowance for mileage reimbursement)**. The hourly rate quoted above will not increase during the term of the contract. The proposal is a maximum not to exceed bid for the scope of services defined by this proposal, the City will not pay more than the amount noted above provided the scope of services does not change.

### **Billing**

Our practice is to bill in monthly installments covering the period worked on the engagement. Billings are due and payable upon receipt.

## SUMMARY OF WORK TO BE PERFORMED

The objective of this engagement is to provide management, technical and accounting assistance, to the City in the preparation of their 2020 CAFR. It is anticipated that the engagement will be completed by June 30, 2021. The engagement consists of the following:

Management overview, technical assistance, documentation, review and analysis of reversing and adjusting entries and preparation of one copy of the original CAFR which is suitable for preparing additional copies as required by the City.

An outline is provided below which indicates the major components of the project. The outline is not intended as a comprehensive work plan, but rather an overview of the services to be provided.

Management overview, technical and accounting assistance and limited data collection activities.

- Assess current records related to the CAFR and identify alternative approaches for record keeping and suggest formats for future data collection which will improve the efficiency of data collection.
- Organize and document in journal form all reversing entries.
- Post reversing entries to **CAFR-Unlimited™**.
- Identify major subsidiary detail required to assemble accrual oriented statements (i.e. payables, receivables, capital asset detail, vacation/sick leave balances, etc.)
- Identify source of information and appropriate collection criteria for detailed information identified in the above task.
- Modify software applications to incorporate new funds and/or fund reclassifications that have occurred during the last fiscal period.
- Assure that the City is in compliance with all new GASB pronouncements effective since the last reporting period.
- Provide for centralized collection, organization and summarization of detail required for accrual adjustments.
- Utilize existing software models to input the data collected for aggregation and presentation.
- Download ending cash balance, receipt and disbursement figures from ASCI II file or Microsoft Excel® file into **CAFR-Unlimited™**.

## SUMMARY OF WORK TO BE PERFORMED (Continued)

- Execute various tasks required for accumulation of detailed financial information to be used in the preparation of the CAFR.
- Continuously monitor adherence to task assignments and adjust resources where necessary to satisfy deadlines.
- Obtain original and final budget amounts for major funds.
- Post adjusting accounting entries to **CAFR-Unlimited™** to develop the trial balance.
- Identify and eliminate appropriate interfund activity.
- Make final determination of major funds.
- Identify program revenues.
- Collect information to categorize net assets.
- Prepare reconciliation between government-wide financial statements and fund based financial statements.
- Prepare statement formats for all required financial information including all basic financial statements, notes to the basic financial statements and appropriate financial schedules.
- Provide draft copy of financial section of the CAFR along with supporting workpapers to the City's auditors.
- Make mutually agreed upon changes/corrections to the financial section as a result of the audit.
- Assist in the preparation of the statistical section of the CAFR by advising staff on data required and preparing final print routines for inclusion in the CAFR.
- Assist in the preparation of the introductory section of the CAFR by advising staff of specific requirements for the introductory section. Due to the unique nature of the introductory section, the City is responsible for preparing a draft of the transmittal letter to be included in the 2020 report.
- Assist in the preparation of Management's Discussion and Analysis (MD&A).
- Prepare in final form all print routines required for presentation in the CAFR and analyze same using review criteria established for GFOA reviewers.
- Finalize statement preparation formats for the CAFR and prepare one (1) final PDF version of the report suitable for fulfilling the City's GFOA filing and printing needs.

CONTRACT  
for  
MANAGEMENT CONSULTING SERVICES

This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Donald J. Schonhardt & Associates, Inc., 5307 Franklin Street, Hilliard, Ohio 43026-1409, hereinafter referred to as the "Consultant" and the City of Reynoldsburg, Ohio, 7232 East Main Street, Reynoldsburg, Ohio 43068 acting through the City Mayor, hereinafter referred to as the "City".

Whereas, the Consultant provides assistance to local governments in the development of improved accounting and financial management information systems; and

Whereas, the City desires to retain the Consultant to provide assistance in the preparation of the 2020 Comprehensive Annual Financial Report (CAFR); and

Whereas, the City has reviewed the services to be provided by the Consultant and has authorized the services identified in the proposal to the City dated October 23, 2020, which is attached hereto as Appendix I and is hereby made a part of this Contract, as if fully rewritten herein.

Now, Therefore, in consideration of the mutual covenants and obligations contained herein, the parties hereto agree as follows:

**Scope of Services (Section I)**

The Consultant shall provide accounting and financial management consulting services to the City in accordance with the Proposal to the City developed by the Consultant and dated October 23, 2020, a copy of which is attached hereto as Appendix I and incorporated by reference into this Contract as if fully rewritten herein.

The City acknowledges through acceptance of this section that the contract may cover a multi-year term as specified by the number of years designated below. Each CAFR prepared under the terms of a multi-year contract will be prepared according to the scope of services outlined in this contract at the hourly rates and maximum contract amounts specified in Appendix I.

|            |           |       |
|------------|-----------|-------|
| # of years | signature | Title |
|------------|-----------|-------|

**Term of Agreement (Section II)**

The term of this Contract shall begin upon the signing of the contract document by authorized agents of the parties to the Contract and shall remain in force until the work identified in Appendix I is completed by the Consultant or the Contract is canceled by either party according to the terms of Section IV of this Contract titled "Termination".



**Compensation (Section III)**

Fee: City agrees to pay to the Consultant an hourly rate (including travel time) plus mileage for management consulting services. The total amount billed for management consulting under the defined scope of services shall not to exceed the amounts specified in Appendix I for each report year as designated in Section I (excluding an allowance for mileage reimbursement).

**Termination (Section IV)**

The Client shall furnish the Consultant with written notice of the Consultant's alleged breach of this Agreement. The Consultant shall have thirty (30) days after the Consultant's receipt of such notice to cure such breach and, if timely cured, this Agreement shall not terminate but continue in full force and effect. If the Consultant fails to cure such alleged breach, the Client may terminate this Agreement by furnishing to the Consultant written intent to terminate and the Consultant shall have no further right to cure. Termination under this provision shall not relieve the Client any payment obligations under this Agreement. Payment in full of all outstanding invoices for work rendered by Donald J. Schonhardt & Associates, Inc., shall be made on or prior to the termination date.

**General Provisions (Section V)**

This Contract shall be governed by the laws of the State of Ohio.

This Contract contains the complete and exclusive statement of the agreement between the parties and supersedes all prior discussions, proposals, oral or written, and all other communications between the parties relating to the subject matter of this Contract.

No amendment to this Contract shall be effective unless it is in writing and signed by duly authorized representatives of both parties.

All notices hereunder shall be in writing and shall be deemed to have been given when mailed by certified mail, return receipt requested to the address of the parties first written above or by delivering in person to either party.

This Contract may be executed in one (1) or more copies, each of which shall be deemed an original.

Each party has the power and authority to enter into and perform this Contract and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract. Each party further acknowledges that it has read this Contract, understands it and agrees to be bound by it.

If any provision of this Contract is determined to be invalid or unenforceable, the remaining provisions of this Contract shall not be affected thereby and shall continue to be binding upon the parties and shall be enforceable as though the invalid or unenforceable provisions were not contained herein.



**General Provisions (Section V) (Continued)**

No term or provision shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claiming to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to or waiver of or excuse for any other different or subsequent breach.

In witness whereof, the parties hereto have executed this Contract on the date and place first indicated above.

Approved As to Form

By: \_\_\_\_\_  
City Attorney

City of Reynoldsburg  
7232 East Main Street  
Reynoldsburg, Ohio 43068

By: \_\_\_\_\_  
Joe Begeny, Mayor

Date: \_\_\_\_\_

Donald J. Schonhardt & Associates, Inc.  
5307 Franklin Street  
Hilliard, Ohio 43026-1409

Date: \_\_\_\_\_

PO #: \_\_\_\_\_

By: Roy O. Porter  
Roy O. Porter, CPA  
Executive Vice President

Date: 10/23/20

Attachment: Contract (Contract for Management Consulting Services)

# **Water and Wastewater Department**

**Paul Hellman**

**614-322-4500 Phone**

## **ORDINANCE REQUEST**

---

**DATE:**           **December 7, 2020**

**TO:**             **Public Service and Transportation Committee**

**RE:**             **2021 Water Rate Increase**

---

Approval:

|                         |                          |                          |
|-------------------------|--------------------------|--------------------------|
| Completed<br>Joe Begeny | Completed<br>Chris Shook | Skipped<br>Stephen Cicak |
|-------------------------|--------------------------|--------------------------|

Emergency/Suspension:      Emergency

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

**Amend water rate schedule to a 3% increase to all water users. This increase is 1% over City of Columbus' rate increase in order to maintain the City's costs and ability to complete maintenance projects.**

**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**

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 ~~eight dollars and thirty six cents (\$8.36) per thousand gallons effective January 1, 2020 to~~ EIGHT DOLLARS AND SIXTY ONE CENTS (\$8.61) PER 1000 GALLONS EFFECTIVE JANUARY 1, 2021

## **Water and Wastewater Department**

**Paul Hellman**

**614-322-4500 Phone**

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 rate increase in place on January 1, 2021; wherefore, upon adoption by Council this Ordinance shall be in effect immediately upon signature by the Mayor.

### Utility Increase Comparison 2021 Rate Increase

|                                                           | Columbus Increase | Recommended Rate increase for 2021 |         |
|-----------------------------------------------------------|-------------------|------------------------------------|---------|
| Sewer Rate 2020                                           |                   |                                    | 8.62    |
| Water Rate 2020                                           |                   |                                    | 8.36    |
| Total                                                     |                   |                                    | 16.98   |
|                                                           |                   |                                    |         |
| Increase from 2020 % Sewer                                | 3.00%             | 8.88                               | 8.96    |
| Increase from 2020 % Water                                | 2.00%             | 8.53                               | 8.61    |
|                                                           |                   |                                    |         |
| Based On Average Quarterly Usage of 24000 Gallons         | 24000             | 24000                              | 24000   |
|                                                           |                   |                                    |         |
| Current Water/Sewer Rate 2020/1000 Gallons                | 16.98             | 16.98                              | 16.98   |
|                                                           |                   |                                    |         |
| Average Current Quarterly Bill                            | 407.52            | 407.52                             | 407.52  |
|                                                           |                   |                                    |         |
| Proposed Water/Sewer Rate2021/1000 gallons                | 17.41             | 17.58                              | 17.75   |
|                                                           |                   |                                    |         |
| Proposed Average Quarterly Bill                           | 417.74            | 421.81                             | 425.89  |
|                                                           |                   |                                    |         |
| Estimated total rate increase water and Sewer 1000 gallon | 0.43              | 0.60                               | 0.77    |
|                                                           |                   |                                    |         |
| Difference Between Current and Proposed/Quarter           | 10.22             | 14.29                              | 18.37   |
|                                                           |                   |                                    |         |
| Total increase W/S Charge only for 2021                   | 40.8768           | 57.1776                            | 73.4784 |

# **Water and Wastewater Department**

**Paul Hellman**

**614-322-4500 Phone**

## **ORDINANCE REQUEST**

---

**DATE:**           **December 7, 2020**

**TO:**             **Public Service and Transportation Committee**

**RE:**             **2021 Wastewater Rate Increase**

---

Approval:

|                         |                          |                            |
|-------------------------|--------------------------|----------------------------|
| Completed<br>Joe Begeny | Completed<br>Chris Shook | Completed<br>Stephen Cicak |
|-------------------------|--------------------------|----------------------------|

Emergency/Suspension:      Emergency

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

City of Columbus is charging us a 3% increase in sewer rates for 2021. We will be increasing our sewer rate 1% higher than Columbus to allow for inflation and cost of living increases from 2020 for the City of Reynoldsburg and to maintain the City's costs and ability to complete maintenance projects.

I am requesting an ordinance authorizing to increase 2021 wastewater rate from (\$8.62) per 1,000 gallons, to eight dollars and ninety six cent (\$8.96) per 1,000 gallons of usage. It is a 4 percent increase from 2020.

**Amend Wastewater Rate schedule 4%, which increase to all Wastewater users, this increase is 1% over City of Columbus rate.**

**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**

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

# **Water and Wastewater Department**

**Paul Hellman**

**614-322-4500 Phone**

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, 2020 eight dollars and sixty two cents (\$8.62) per 1,000 gallons~~ January 1, 2021 AT THE RATE OF EIGHT DOLLARS AND NINETY SIX CENTS (\$8.96) 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 rate increase in place on January 1, 2021; wherefore, upon adoption by Council this Ordinance shall be in effect immediately upon signature by the Mayor.

Utility Increase Comparison  
2021 Rate Increase

|                                                                                 |       |          |      |          |          |
|---------------------------------------------------------------------------------|-------|----------|------|----------|----------|
| Sewer Rate 2020                                                                 | 8.62  |          |      |          |          |
| Water Rate 2020                                                                 | 8.36  |          |      |          |          |
| Total                                                                           | 16.98 |          |      |          |          |
| Increase from 2020 % Sewer                                                      |       | 3.00%    | 8.88 | 4.00%    | 8.96     |
| Increase from 2020 % Water                                                      |       | 2.00%    | 8.53 | 3.00%    | 8.61     |
|                                                                                 |       |          |      |          | 5.00%    |
|                                                                                 |       |          |      |          | 4.00%    |
|                                                                                 |       |          |      |          |          |
| Based On Average Quarterly Usage of 24000 Gallons                               |       | 24000    |      | 24000    | 24000    |
| Current Water/Sewer Rate 2020/1000 Gallons                                      |       | 16.98    |      | 16.98    | 16.98    |
| Average Current Quarterly Bill                                                  |       | 407.52   |      | 407.52   | 407.52   |
| Proposed Water/Sewer Rate 2021/1000 gallons                                     |       | 17.41    |      | 17.58    | 17.75    |
| Proposed Average Quarterly Bill                                                 |       | 417.74   |      | 421.81   | 425.89   |
| Estimated total rate increase water and Sewer 1000 gallon                       |       | 0.43     |      | 0.60     | 0.77     |
|                                                                                 |       |          |      |          |          |
| Difference Between Current and Proposed/Quarter                                 |       | 10.22    |      | 14.29    | 18.37    |
| Total increase W/S Charge only for 2021<br>using 24000 gallons of Water/Quarter |       | 40,876.8 |      | 57,177.6 | 73,478.4 |