



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

Mollie Prasher, Clerk of Council
614-322-6836

Monday, November 23, 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 9, 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.

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.

6. COMMUNICATIONS

7. MOTIONS

- a. A Motion to Approve a Resolution Recognizing a National Day of Thanksgiving

8. **REPORTS**

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

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

1. Work Session

1. 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.

c. **Public Service & Transportation Committee**

1. An Ordinance to Appropriate Funds for Contingency Work Pertaining to the Construction Services Relating to the East Main Street and Kroger Traffic Light Project
2. An Ordinance Authorizing the Mayor to Enter into a Contract with EMH&T for the 2021 Water Main Replacement Project and Appropriating Funds
3. 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

d. **Finance & Administration Committee**

1. 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
2. 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
3. An Ordinance to Transfer Funds Among Various General Fund Accounts for the Year End Clean-Up, and Declaring an Emergency

4. 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

9. CONSENT AGENDA FOR FIRST READING

- a. 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.
- 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.

10. CONSENT AGENDA FOR SECOND READING

- a. 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 (First Reading 11/9/2020). -- Strickland. Public Service and Transportation Committee.

- b. 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 (First Reading 11/9/2020). --- Strickland. Public Service and Transportation Committee.
- c. 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 (First Reading 11/9/2020). --- Strickland. Public Service and Transportation Committee.
- d. 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 (First Reading 11/9/2020). --- Strickland. Public Service and Transportation Committee.
- e. 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 (First Reading 11/9/2020). --- Salvati. Finance and Administration Committee.
- f. An Ordinance to Amend the Personnel Procedure Manual Regarding Police Command Staff Promotions, Military Service, Hours of Work, and Overtime (First Reading 11/9/2020). --- Salvati. Finance and Administration Committee.
- g. An Ordinance Authorizing the Mayor to Enter into a Contract with Donald J. Schonhardt & Associates, Inc. for Management Consulting Services and Waive Competitive Bidding (First Reading 11/9/2020). --- Salvati. Finance and Administration Committee.

11. CONSENT AGENDA FOR THIRD READING

- a. An Ordinance Authorizing the Mayor to Enter into an Agreement with Media Promotion Enterprises (MPE) for the 2021 Tomato Festival (Third Reading 11/9/2020). --- Baker. Development, Parks and Recreation Committee.

- b. 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 (Third Reading 10/26/2020). --- Baker. Development, Parks and Recreation Committee.

12. OTHER COUNCIL MATTERS

13. UPCOMING MEETINGS

- a. December 3, 2020 Planning Commission
- b. December 7, 2020 Council (Added Date)
- c. December 14, 2020 Council
- d. December 17, 2020 BZBA
- e. December 28, 2020 Council (CANCELLED)

ADJOURNMENT

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

Invocation - Councilmember Lawson-Rowe

PRESENT: Cotner, Baker, Bryant, Strickland, Salvati, Pyakurel, Lawson-Rowe, Jenkins

ABSENT:

Approval of Agenda

President Jenkins

This evening we will be adding the CARES Act funding for payroll as Item 12a, to the Finance and Administrative Committee as Item 2.

Approval of Minutes

a. City Council – Regular Meeting – October 26, 2020

The minutes stand approved as submitted.

RESULT:	ACCEPTED
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Community Comments

Dr. Damodar Poudel

6 Avalon Drive Chillicothe, Ohio

My name is Damodar Poudel. I am a PCP and currently working as Medical Director at Hopewell Health Centers. First of all, I would like to thank my friend Councilmember Pyakurel for giving me this opportunity. We all know Diwali is the Hindu Festival of Lights, but in Nepal we celebrate Diwali for 5 days and call it Tihar. Tihar is actually a very unique festival because during this festival we do not only worship Gods but we also worship animals and ourselves as well. The first day is Kaag Tihar. In Nepali, Kaag means crows and are believed to be the messenger of the god of death. People offer grains, seeds and various sweets to please them and to avoid any death or grief in the family for the next coming year. The second day is Kukur Tihar. Kukur means we dog. We worship dogs to celebrate their loyalty, service and companionship. Dogs are considered human's best friend in Hindu religion. The third day is Gai Tihar and Laxmi Puja. Gai means cow. Cows are considered holy in Hindu religion and are referred to as the mother animal since this animal gives us a lot more than it takes from us. Third day of Tihar is the most important. We also worship

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goddess of health, wealth, and prosperity. Goddess Laxmi. Homes are cleaned and decorated with flowers and in the evening lights are put all around the house and fireworks are done. The young girls and boys go around their neighborhood singing and dancing, which is called Deusi and Bhailo. Besides entertainment they also give blessings to the household they visit. In return, they are offered sweets and money. The fourth day is Goru Tihar and Mha Puja. Again, Goru means ox, which is the symbol of strength and provides manual labor to the farmers. Hence they are worshipped during Tihar to show gratitude. Mha Puja is celebrated in Newari communities where people take time to worship self and beautiful soul within. Mha Puja reminds us to love ourselves and also treat every human being with equal respect. The fifth and final day is Bhaitya. The most fun day of Tihar, where the special bonds between brothers and sisters is celebrated. Brothers use the money collected on Laxmi Puja from Deusi Bhailo to buy gifts for their sisters and sisters also buy food and gifts for their brothers as well. Whenever I think of Tihar it takes me back to my childhood days in Nepal. Out of all the 5 days of Tihar, dancing and singing during Deusi-Bhailo was definitely my favorite and most memorable. We hope our children will be able to make similar memories in our new home, America. For Hindus, Tihar is the celebration of belief that good triumphs over evil and the light of knowledge triumphs over the darkness of ignorance. It reminds us to be humble and be grateful to lives and creatures around us and to be respectful of others. It is a celebration of family, community and togetherness. The City of Reynoldsburg has been so kind and opened arms to so many immigrants and refugee families. Fostering diversity of experience and religious acceptance. I request the Council to recognize the historical, religious and cultural significance of Tihar. Acknowledge the people who celebrate Tihar and send the message of acceptance, respect and love. Thank you and happy Tihar to all.

Mr. Neil Adhikari **802 Bernese Court 43068**

I'm here to explain the importance of Diwali. Every topic was covered by Mr. Poudel, even then I will explain a little bit about it. Diwali is the festival of light and a key points of this festival is the victory of good over evil. And then it is the awareness over ignorance. Our festival of Diwali consist of 5 days. The first day is celebrated of crow, sleeping crows. Then the second day is celebrated as a dog, dogs are man best friend. Third day is the celebration of cows. Cows are the reincarnation of the Goddess Lakshmi, the goddess of wealth. Fourth day is the celebration of ox. Ox are the <INAUDIBLE> of the farmer in the year. And the fifth day, the final day is the celebration of brothers by their sisters. These are the importance of our festivals. Thank you Mr. Pyakurel for inviting me. All of Council looks like family to me because during the election we met each other. Thank you for inviting me again.

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Durga Subedi

8797 Firstgate Dr Reynoldsburg

My Name is Durga Subedi. I live in 8797 Firstgate Dr Reynoldsburg, Ohio and working as Community Navigator for Mental Health with Ethiopian Tewahedo Social Services (ETSS). I am very thankful for getting this opportunity to speak about our biggest festival Diwali (we also call it Dipawali) with you all today representing Bhutanese Nepali Community. I would like to thank council member Pyakurel for bringing this resolution to recognize this holiday. Let me start with what Diwali/Dipawali means and how we used to celebrate it back in Bhutan, in Nepal and now in America. It is the Hindu festival, the festival of light. This festival usually lasting five days and celebrated during Lunisolar Month Kartik (in between mid-October and mid-November). It is one of the most popular festivals of Hinduism. Diwali symbolizes the spiritual: Victory of light over darkness, good over evil and knowledge over ignorance. During the Diwali Festival we wears our finest clothes, clean and light up interior and exterior of our house/apartments with Divya (soil/earth lamp with oil and holy thread), candles and Ranjoli as I said earlier Diwali means Row of Light. We worship Laxmi the Goddess of prosperity and wealth, light fireworks, family get together, sweets and gifts shared among each other. The doors and the windows of the house kept open in the hope that Goddess Laxmi will find her way inside and bless the residents with wealth and success. Thank you!

J.S. Jindal

Dublin, Ohio

Nameste. I want to thank Councilmember Bhuwan who shared this idea with me long ago, to celebrate Deepawali this year in different institutions. I thank other Council members, President and the Mayor for participating in the celebration with us. I would like to share something. The given name of Hindu faith, the ancient name is "Sanatan Dharm" means "human duties for everyone and forever. It is not an organized book of faith. We have books written by experiences, learned saints, to direct the way of life. You will be surprised that nowhere is the word right, used in the books, only responsibilities and duties for others. We strictly believe in non-violence, karma and reincarnation. Non-violence you can observe all over the world and in India. One day I was driving with Bhuwan at 80 miles in a 35 mile zone. I was stopped, Bhuwan told the Officer that Jindal is a social worker and good volunteer, he said ok and left. He came back with a ticket and said you are helping others, so I wrote you only going 20 miles over the limit. Meaning I got some relief because of my good actions but still got punishment. What is punishment? What is Heaven and Hell? If I learn, worked, saved money, my retired life is Heaven and not Hell. Reincarnation is go to sleep, care free, relax and be happy and will get up fresh. Go to sleep with miseries, restless

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night and awful morning. In the end, I would request, keep your views strong, discuss and argue your points, act as you wish but keep top priority of your friendship, your relations and your neighborhood. These voting issues and people will come and go but the friends are forever. Issues and people don't know you and that you are fighting them. Peace.

Councilmember Baker

One is from the West Joint Licking Fire. They sent a letter thanking the residents in Reynoldsburg for passing the fire levy. From the West Licking fire board. I would like to read it into the record. We would like to extend a heartfelt thank you to the citizens of Reynoldsburg for your continued support for the passage of the West Licking Fire and EMS levy on November 3rd. The levy will continue to support high quality fire and emergency medical services that West Licking Fire provides every day. We realize that your confidence in our sound financial operation is the key foundation and response for a positive outcome. We will honor your confidence and trust by continuing to be good stewards of your tax dollars as we continue to provide the best possible emergency services. Your continued support makes our community safer every day. Thank you. From the members of West Licking Fire. There is also a letter from the fire chief and assistant chief. I will have Clerk Prasher send it onto Council. I just want to say Chief Baker and his Department. Last Saturday my wife was rushing and locked her keys and the kids in the car with the car running. With the swift action from our RPD, they were able to get there quickly. My wife said they were very professional and very kind with the kids. I just want to say thank you for helping my family.

Mayor Begeny

Earlier today I think you were sent an invitation for our Veterans Day recognition, it will be this Wednesday at the Livingston Campus High School. Our program will start at 11:00AM and last approximately until 11:30AM. This was created by our brand new Military Recognition Committee that was established earlier this year. This is the first of our recognition efforts that will continue on as we go through and moving towards the future. I hope to see you there at the Livingston Campus High School. 11:00AM to about 11:30AM. I have a proclamation to read. I had invited members of the Food and Commercial Workers Union which represents a large number of our essential workers for our proclamation. However, due to the recent spike in cases they felt it would be best to not attend tonight, I still want to read the proclamation.

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WHEREAS, our local heroes, who serve as medical personnel, public safety and first responders, factory workers, grocery and pharmacy workers, restaurant workers, truck drivers, and all essential personnel, perform a vital public service and are recognized as heroic individuals who define the true meaning of valor and selflessness; and

Whereas, all communities benefit from the noble efforts of these individuals who continue working during this very stressful time; and

Whereas, facing immeasurable risks every time they go to work, they demonstrate the highest degree of selflessness, concern for their fellow citizens; and

Whereas, the potential dangers to each of them, are undeterminable and unknown, our local heroes exemplify the highest level of public service, both through their courage and their commitment to serving their community; and

Whereas, this occasion also provides our citizens and elected leaders an opportunity to recognize the day-to-day heroism of all of these workers across our communities throughout this historic Covid-19 pandemic;

NOW, THEREFORE, I, Joe Begeny, Mayor of the City of Reynoldsburg, Ohio, proclaim November 9th, 2020 as;

ESSENTIAL WORKERS DAY

Earlier today Governor DeWine was meeting with a number of Mayors on a zoom call. He asked that we continue our efforts by wearing masks, social distancing, hand washing and even with all the celebrations, I do recommend everyone continue those precautions. With the uptick in numbers I do want to make sure that we are as safe as possible so we can put an end to this pandemic.

Councilmember Lawson-Rowe

My way of staying connected my ward and neighbors and businesses is to get out and walk and engage. This is the way I am able to see areas of concern that are brought to my attention and hear directly from my neighbors. One concern I would like to raise as a member of the community as a concerned mom and grandmother. Please slow down. The time has changed and it gets dark earlier. We have less daylight. Please friends and neighbors, advocate for safe driving with your family and friends. My ward has two crosswalks with flashing lights. Please slow down, please stop at the crosswalk, even if a pedestrian is not crossing and you see the lights flashing. This weekend I had an opportunity to walk the ward and President Jenkins joined me for walk about and we saw something that is very upsetting. We saw cars continuing to drive without tapping on their breaks, through the crosswalk with the lights flashing, with no concern to even tap their break. We saw pedestrians walking across the crosswalk with lights flashing and there were times with no lights flashing. We had neighbors stop but other neighbors did not realize they were stopping for pedestrians to cross

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and we saw three little boys on bikes. It could have been a major disaster. I just ask us here in the City of Respect, we need to respect the law and respect the speed limits and we need to protect our children. Please ask your friends and family to slow down.

Public Hearing

AN ORDINANCE TO AMEND CHAPTER ELEVEN - PLANNING AND ZONING CODE FOR THE CITY OF REYNOLDSBURG, OHIO --- Baker. Development, Parks and Recreation Committee.

President Jenkins

Council will not be discussing the public hearing this evening as the public hearing will be held until December 7, 2020 Council meeting. Residents will have the opportunity to comment on all the proposed changes to the zoning code following a planning commission review and recommendation.

Director Bowsher

This has sort of been a co-effort with a few members, the Mayor, City Attorney Shook, myself, Emily Wheeler, our Planning and Zoning Administrator, as well as two members of Planning Commission and Councilmember Salvati. We have been reviewing, as you were aware a couple meetings ago about some of the changes, some of the clean-up that we wanted to make. I wanted to high light some of that tonight. I know its fresh in your packet and we will have plenty of time to talk about that but I figured we could do an overview real quick. Currently right now what we are taking a look at is we are going to be changing some of the districts, Brice and Main and East Main. Some of those would include removal of certain setbacks, were going to lower some of the heights there and we are separating out the difference between strictly multifamily as well as mixed use. Trying to push more of the mixed use in that area. Those are some of the highlights, you can see them in bold print. If you do not have an overview yet, we will make sure that you get an updated copy for the next meeting. We are going to make a few changes to the Suburban Residential. Allowing primary, secondary and permitted use as well as changing some of the garage design standards for that. Additionally, we are going to amend the maximum building height for the Residential Medium zone. We will get into the Community Commercial zone. Some of this is really cleaning it up and changing the allotted use in that district as well as taking away some in others. Things that were either missed or put off into other sections inadvertently. 240 pages with a living document, we want to make sure we get it right and clean up some of the language in there. The Innovation zone, we wanted to expand some that and change the permitted to more of a



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conditional use. There were some things that were missing off there that we wanted to make sure we included. Innovation zone if you are familiar is where the Brice Area corridor is as well as some of our other larger like L Brands or the Ohio Agricultural Lab. That's the Innovation zone. Additionally we are going to change some off street parking and loading. This includes recreational vehicles. We are going to clean up some of the signs. The signs, I mentioned two Council meetings ago, some of it was we were putting secondary signs in primary areas, as well as repetitive nature of the signs. We wanted to clean up that entire section. We ended up losing a couple of pages, which was good. Anytime that we can shrink the zoning code and make it more easily legible is better for everybody. Next we are talking about accessory structures. We went from 6 feet off of a side of 3 feet, it was a pretty easy one. We are cleaning some of the landscape and buffering. Making sure that matches our current standards, as well as changing some of the zoning certificates for that. Additionally, we would go in with some supplementary use conditions. I talked about traffic studies for drive through establishments. Giving BZBA the opportunity to be able to ask for that if need be and that would be at the expense of the developer. Zoning certificate didn't have to be issued for an open building or property maintenance code violation. These are some of the things that are changes that Attorney Shook wanted to make. Beef up code enforcement as well as making sure our code enforcement division was an authorized user of being able to go after some of these zoning complaints in the book. Lastly, we looked at site plan and design review standards and what that was and what shall be put in there and what shall not. The certificate of appropriateness. Making sure that it meets the standard of what we actually do. We take in a 14 day because that's our minimum and that's what it takes for us to test and review them and put them on a Planning Commission document. I know I glossed over a lot of that. Some of it is minor, some of it is some language changes, but that pretty much gives you a high level review of what we are talking about.

Attorney Shook

I would note that there was a summary prepared by the Planning and Zoning Administrator that is a part of your packet. That summary has been updated and the updated copy will be emailed to the Council members. It's pretty consistent with what Director Bowsheer just summarized and I would note that we changed some of the penalty provisions in the zoning code for people or companies who violate the zoning code, we beefed up those penalties. Those are more consistent with what we just did with the property maintenance code.

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Director Bowsher

We met pretty much every Wednesday and we are going to meet this Wednesday and we are going over this to make sure that we included everything that we needed to. We think it's probably 95% right. There are some other things that we will probably add or change, just final tweaks once it goes to planning commission. Once it goes to planning commission, we are hopefully not going to change it again.

Communications

There are no additional communications.

Motions

A RESOLUTION TO RECOGNIZE THE HINDU FESTIVAL DIWALI

Councilmember Pyakurel

I would like to talk about Dr. Poudel, he drove all the way from Chillicothe to give a testimony for this resolution and also let me tell you how he is involved in our community. Dr. Poudel has been in Ohio for the last 18 years working as a primary care physician and until this Covid pandemic I did not know him. Sometimes bad things make a good relation and he came forward. The last few weeks we have been talking and he told me his story that I find very emotional. He came forward, he serves our community and wanted to contribute health for the community members. Thinking that Covid may be an end of life, giving that formed a community project called Brave. This is a direct response to the corona virus. It trained almost 150 nurses and doctors in three states. Ohio, Pennsylvania and Tennessee. The task force helped the community members now and in the beginning. In an informal way but in the beginning <INAUDIBLE> all throughout the community. I want to thank and recognize Dr. Poudel for that work. And <INAUDIBLE> he is from Reynoldsburg, he is our volunteer helping all of the time when it was needed. Thank you for coming out. Dr. Jindal and I also a board member in MEC, as mentioned before we thought back in December or January the Diwali celebration would be big but with the pandemic there are a lot of things happening, so. I would like to thank <INAUDIBLE> for coming. Considering the pandemic and the festivities, Dr. Poudel and I have been working with the City of Columbus and Public Health Commissioner, we had a Facebook live last week and also having one tomorrow night, telling people why they need to be safe and how to celebrate during the pandemic. Dr. Poudel will be speaking on the science part and Franklin County Commissioner will be talking about why it is important. Also, we are seeing some of the people who

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survived Covid, one was in the ICU for 36 days and is now back home. We want to make sure that the celebration will remain in the household, instead of going out. We hope people will continue to celebrate the festival next year.

Councilmember Pyakurel reads the resolution into the minutes.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Stacie Baker, At-Large Councilmember
SECONDER:	Kristin Bryant, At-Large Councilmember
AYES:	Cotner, Baker, Bryant, Strickland, Salvati, Pyakurel, Lawson-Rowe

Reports

Liquor Permit

LIQUOR PERMIT FOR HOTWIRED RESTAURANT GROUP DBA TEMPE TACO COMPANY

Chief Baker

An investigation was completed for a transfer of liquor permit held by Hotwired Restaurant Group located at 7360 East Main Street. The restaurant is doing business as the Tempe Taco Company. The permit currently held by Derek and Katrina Maklezow. And being transferred to Derek Maklezow and Brett Sawmen. The liquor permit is a D5/D6 class, which is for spirits, liquor consumption only. Beer and wine for on premises and off premises in original sealed container. And sale of intoxicating liquor on Sunday. There have been two Reynoldsburg Police calls for service at this location since 2010 and 2020. The Ohio Department of liquor Control advised us that the location received a citation on August 8, 2020 for failure to comply with the Public Health Order. They also advise that this would not prevent the transfer of the permit. I do not recommend that we request a hearing for this permit transfer.

Attorney Shook

Chief I just wanted to clarify for purposed of the record, I had a little difficulty hearing. You are not recommending a hearing?

Chief Baker

We are not.



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LIQUOR PERMIT FOR DOSTE INDIAN CUISINE LLC

Chief Baker

We had an investigation that was completed for a new liquor permit for Doste Indian Cuisine LLC. Located at 6563 East Livingston Avenue. The business will be operated as a restaurant and a bar. The location, you know it to be formerly the Arena Diner. The business is owned by 5 different individuals. The liquor permit is for a D5 class which permits the sale of beer, wine and mixed beverages for onsite premises consumption and off premises in original sealed containers. We checked police records at the location from 2010 to 2020, there was only 1 call which was a disturbance in 2019. The business has open for a little while and has since transferred to a new owner. The Ohio Department of Liquor control advised our investigator that the owner has no other active liquor permits. We do not recommend a hearing for this permit application.

Councilmember Bryant

About ten years ago, I had someone tell me that the basement walls of this property are caving in. Have we had any code enforcement out there to check this place out?

Attorney Shook

We have had code enforcement out at this location as well as the two parcels that are immediately to the south, all owned by the same company. We have had citation that are currently be resolved in Reynoldsburg Mayor's Court, the property owner has a deadline of December 10th to resolve those code violations.

Councilmember Pyakurel

This is another Nepali restaurant? Doste means friend I believe. I think it's a Nepali restaurant.

Auditor's Report

AUDITOR'S REPORT, SEPTEMBER, 2020

Clerk Prasher

The Auditor submitted a report by department and classification for the month of September 2020 that is located in your packet.

RESULT:	READ INTO THE MINUTES
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Development, Parks & Recreation Committee

This is the Development, Parks and Recreation Committee meeting for November 9, 2020.

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

An Ordinance Authorizing the Mayor to Enter into an Agreement with Media Promotion Enterprises (MPE) for the 2021 Tomato Festival, and Declaring an Emergency

Director Bauman

We are here tonight to ask you to please amend the contract amount that we have listed. We like that amount amended from \$90,000.00 to \$136,000.00 for the 2021 festival. This will be for production and for entertainment contracts. We would like to bring in two national acts that come with a higher price tag but we would like to bring those in. One for Friday night and one for Saturday night. We do have \$46,000.00 currently on deposit with them that would have gone toward the 2020 Tomato Festival, they will be carrying that money over to the 2021 festival. We are asking for the 136 but in the budget it will only be for \$90,000.00 for MPE not the full 136 since \$46,000.00 is already held on deposit. With the cancellation of all of our events this year we are currently sitting with about \$180,000.00 remaining in the community events budget for 2020. None of that was spent, so that will roll back over into the general fund for next year.

Councilmember Pyakurel

What is the reason for the emergency?

Director Bauman

The emergency language has been removed.

Councilmember Pyakurel

Ok, thank you. Next thing is so looking at the diversity of the people in Reynoldsburg, is there any chance we can include an artist from different backgrounds.

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Director Bauman

We do have two different bands that we are currently looking at and it is for our diverse population, yes. We also hope to bring in some local entertainment within the community to fill the voids throughout the day.

Councilmember Cotner

This is a significant increase of \$46,000.00, with unknown budgets for 2021, why do we want to make a significant increase. Did we pick up new sponsors or bring in new money?

Director Bauman

We are hoping with the larger national named acts we will draw more sponsorship dollars. No sponsors have committed as of this date no.

Councilmember Cotner

By that point of pandemic concern, the cancellation policy on this, if the state says you can't hold it, that's the only cause for refund?

Director Bauman

It's the same that was in there for this year. I think City Attorney Shook can speak on that better but there is a pandemic clause in there.

Councilmember Cotner

Weather is not in there, so again we are spending a lot more without... well we have more time to talk about it since it's not an emergency.

Director Bauman

And a fun note, we will celebrate Alexander Livingston since it's the 200th birthday.

Councilmember Strickland

I just want to make sure that I understand also, are these the same acts that will be moving to 2021?

Director Bauman

No ma'am.

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Councilmember Baker makes a motion to amend the ordinance from the contract amount of \$90,000.00 to a new contract amount of \$136,000.00. Motion carries.

Councilmember Baker

I wanted to do that first because I wanted to make an amendment. Since it's a \$136,000.00, I am firm user of whole numbers and it will go back to the general fund. I would like to amend to make it 140, so we can cover any bases that might pop up, instead of coming back later. We will make sure that there is enough there. I don't think we will need it but I would like to caution with a side of care. I would like to make it and even \$140,000.00. Is there a second. (No second was made) We have time to discuss it. I will rescind my motion.

Attorney Shook

This particular agenda item is on the third read consent agenda for adoption this evening. There is not more time to discuss it unless you move it to the next meeting.

Councilmember Cotner

I know we changed it from an emergency, since there is a \$36,000.00 increase and to pass tonight, that's a big change. Does that also include hotel fees and everything else, I see those itemized separately. How much does that breakout also.

Director Bauman

We have it in the contract that the hospitality will not exceed \$7,500.00, which is an addition. We pay the amount to the entertainer and then an amount for production. Which is the stage, light, sound, all of those items. When you bring in a bigger act, you have a bigger stage, more lighting, and more equipment.

Councilmember Cotner

Those things are included in there. We are obligated to the other items, meals, hotels, that's what appears to be separate throughout and that would bring up closer to \$150,000.00 not \$136,000.00.

Attorney Shook

That is not accurate. The hotel accommodations, catering and meals do exceed provisions but those are not additional items the way this contract is written. The contract is drafted as a do not exceed contract and the do not exceed amount is

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\$136,000.00. That is also not the amount of the contract, just the maximum amount of the contract.

Councilmember Cotner

The \$136,000.00 would be the amount including those items? A maximum of replacing the 90 with the 136 which includes the meals, hotels.

Director Bauman

Correct. We do have the \$46,000.00 on deposit, so we will not be opening a purchase order for \$136,000.00 next year, it will be for \$90,000.00.

Attorney Shook

The contract is the contract amount. That's the amount that MPE cannot exceed. It does not matter to them whether that money comes out of our budget this year or next year, as Director Bauman indicated earlier, we are only budgeting for under this contract \$90,000.00 in 2021. The other \$46,000.00 would come out of what is budgeted for 2020 out of those purchase orders that we referenced.

Attorney Shook

Correct, the emergency language is not necessary if it is passed either November 9, tonight or November 23 the next meeting, because the contract could still be signed with in the year 2020, the purchase order could be opened and then carried over into next year.

Councilmember Cotner

So MPE has held that \$46,000.00 of the City this whole time, is that correct?

Director Bauman

That is correct.

President Jenkins

You had mentioned local acts, how will those local acts be paid for?

Director Bauman

We have money in the budget to pay for that, which is separate from the MPE contract. That we are going to request for next year.

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Councilmember Pyakurel

We discussed this a little bit. If there is money left over, it will come back to the general fund, correct?

Director Bauman

Correct. So let's say what happens is we do authorize \$136,000.00 to be spent, next year we open our purchase order for \$90,000.00, expenses let's say come in at only \$75,000.00. Then we only pay 75 out of that 90 PO, we close it at the end of the season and the remainder goes back into the general fund.

Councilmember Pyakurel

In case the money is not enough, in that case, you would have to come back to Council again?

Director Bauman

I would hope \$136,000.00 is enough. But yes we would have to come back to Council. But that is not my desire.

Mayor Begeny

That is not an option. The contracts that we do agree to will fit the budget. We will not return to Council for additional funds.

Councilmember Strickland

Can you talk a little bit more about sponsorship, have you seen how we can cut down on the price.

Mayor Begeny

I can take this one. Yes, we are starting to have our organizational meetings. It's kind of a chicken or the egg issue. We have put out feelers to a number of different things but until we have that act signed, they want to see and identifiable proof of contract that this act is going to be there before they sign on to it. We have reached out to a larger number of sponsorship deals in the process. It's my hope to have more sponsorship with these national acts to offset cost and again I understand the frustration. I would love to tell you who we are thinking about right now but until we have signed, sealed and delivered. Needless to say, I don't think sponsorship will be near as an issue as it has in the past.

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Councilmember Cotner

In the grand scheme of things, it's not an issue that we can't cover an address but with City Attorney Shook saying this could still be passed at the next meeting with plenty time, is there a reason to not just wait two weeks and pass it in two weeks? It just came up to us today that we are spending another \$46,000.00, I think it's fair to the community that there is no other feedback or comment, that would be my only opinion given the guidance doesn't change the ability to pass this.

Councilmember Bryant

Two weeks doesn't change this but it potentially locks down the group faster in which case it outs the City in a position to start lining up those sponsors a lot faster. It would be nice to maybe get to them before the holidays.

Director Bauman

A lot of companies start making their budgets now, we would like to make sure that they at least can consider us for a larger amount.

Mayor Begeny

If we are able to use the \$46,000.00 that's been appropriated already for the 2020 Tomato Festival, to use that, that should be able to hold us over for any commitments for bands. We do not need to have it passed this evening. I just wanted to make sure that this contract in the stand point of things. I don't think there will be a risk, as long as at the next meeting it will be approved. I have no issues with that and we can do it.

Councilmember Baker

From what I understand there will not be any problem with just holding it until the 23rd. Ok, in that case since there is not an issue with that I will make a motion to hold this until the 23rd and we will come back and make sure we have all of our I's dotted and T's crossed.

Councilmember Baker makes a motion to hold the ordinance until the November 23, 2020 Council meeting.

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

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Attorney Shook

Can you modify that motion to include a referral to the Planning Commission for public hearing?

Councilmember Baker makes a motion to move the ordinance to Council for a first read and Planning Commission for public hearing. Second by Councilmember Cotner. Motion carries.

There is no Public Safety, Law & Courts Committee meeting.

Public Service & Transportation Committee

This is the Public Service and Transportation Committee meeting for November 9, 2020.

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

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

Director Dorman

I think by emergency we are just going to be doing three reading, we are not asking for readings to be waived just the 30 day referendum. This is a program that the Ohio Department of Transportation offers. The City is required to inspect our bridges annually. Something we may not have been doing in the past as best we should. Bridges qualify as anything over 10 feet in length, spanning 10 feet. The county actually does inspect all of their bridges, which are on their roads and they provide us with a report every year. The nice thing about this is there is funding out there available through the Ohio Department of Transportation, there is no cost to the City. We use their pre-qualified consultant that they go through the selection to pick. We will use them and they will do all the inspections and provide us with the reporting.

Councilmember Strickland

Thank you. Do you know when the last time the bridges were inspected?

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Director Dorman

I'm not really sure. I mean I know we get the county reports every year. I saw that one come through my office a little while ago, maybe a month. Typically they are done this time of year. You actually do have to get underneath the bridges. There is equipment that will lever them down or they will get a boat sometimes and get under there and inspect the trusses, foundations and piers. I am sure you have done it at some time but in speaking to some staff I don't think it's been done in recent. Definitely something you want to do.

Councilmember Strickland

Absolutely.

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

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

Director Dorman

Every year the City enter into a contract with the Franklin County Board of Health, they provide services to the City as needed. This is the main thing that you are familiar with is mosquito testing every year. They are out in the community doing that but they are out in the community doing public health outreach as well. This is just an annual contract, the price did go up a bit I think this year. It's based on a per capita cost. Pretty simple and straight forward, it's more of a housekeeping item.

President Jenkins

How much is the contract for approximately.

Attorney Shook

It's \$343,398.94. Based on \$9.14 per capita per person.

President Jenkins

Do we have any knowledge as to what it was last year, how was it utilized, the contract?

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Attorney Shook

I don't have the exact number from last year but as Director Dorman indicated, it appears as though the number has gone up.

Director Dorman

It was in the high 8, I think right around almost \$9.00, I can get that information for you by next meeting though, I apologize.

Attorney Shook

We receive a variety of services from them not just the mosquito testing. If we have for example a house in the community that we are worried about with health code violations we call the Franklin County Board of Health. The supplement some of the services that our City employees do out there in the community.

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

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

Director Dorman

Yes this is once again an annual thing that comes before Council. To kind of give a little note version, the City of Reynoldsburg is a master metered community. Meaning that when the water comes into Reynoldsburg, we take care of it. We take care of any breaks, billing, testing as required every year. We have a certified operator that's on staff as well. There are several mater meter communities in Franklin County. Basically, what happened is years ago the EPA came down with several mandates that required Columbus to get rid of things like CSO, combined sewer overflows and also to increase treatment at their plants. Which basically costs off sets their cost. What they did then is also passed that cost onto the satellite communities. Every time you see an increase like this it's typically a direct increase from Columbus. The City's cost this year is considerably less. I think Columbus is doing for water a 2% increase and sewer is a 3% increase. They also have something called stormwater which is a 1% increase. Everybody who gets waiter from Columbus pays this. Everybody in the entire Columbus district is going to pay this increase. Once again, unless you want to create a water treatment plant, which cost millions upon millions of dollars and requires a lot of land, it's kind of one thing you have to do. Our cost in considerably



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lower. I think the other Cities have passed an additional percentage but we are trying to stay as minimal as possible and being sensitive with Covid. The good thing is, looks at water bills and usage this year, even with the Covid impacts, the City is really not seeing any negative impacts as regards to billing and payments. We are still hanging the same amount of door tags and turn off every billing cycle. We typically average about 30 turn offs every billing cycle and that has remained consistent even through Covid. Which is very surprising and good to hear. We will continue to keep an eye on that and see how that goes. One thing too, I had our water superintendent check on all of the other master meter communities in the county, Bexley, Gahanna and we are the cheapest out of all those master meter communities.

Councilmember Strickland

What is the percent that we are asking for or a dollar figure?

Attorney Shook

The dollar figure will be increasing from last year it was \$8.30 per 1000 gallons and this coming year if this legislation is approved it would be \$8.61 per 1000 gallons.

Councilmember Pyakurel

All over the internet and calls from residents that are telling me the price of their water bill is sky rocketing. Is it because all of us are staying home because of Covid and we are using more or is the reason that we are charging much more than what we used to be doing? This is a comment from the community so they can hear the question.

Director Dorman

That's not only a question in our community, we are hearing that throughout the state and country. What we have seen in some journals and scientific studies I have read recently is that the usage throughout the country during the pandemic has been up anywhere from 10% to 15%. While commercial use is down about the same because people are not working, were not using water at work but at home were using a considerable amount more. Kids are home and not at school, they would be at school washing hands and flushing toilet and now they are at home doing that. Same way with us, working at home and doing zoom meetings. The home improvement sector boomed during the pandemic. Home Depot and places like that because people are doing projects that they have been deferring because they are so busy and things like that. You couldn't find pools this summer. Yes it has been a drastic impact on

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consumption. The good thing is even though we have seen that pretty dramatic increase in consumption with users, everyone is still managing to pay their bills. We're not seeing the difference in the amount of people we are turning off.

Councilmember Pyakurel

Is Reynoldsburg making any money after getting the water from Columbus between there.

Director Dorman

Yes, there is a cost. Employee. We have about 10 people that are in the water department in the actual field, repairing the lines and flushing the hydrant and that work. Then we also have our staff in City Hall here that does the billing part of it as well. So there is an administrative fee on top of that. The one big difference, I think everyone can relate to this is because we are a master metered community, if Columbus gets a line break, you might see it leaking for days, they have so many, they can't get to them all. In the City of Reynoldsburg if we have a water break were going to be out in a few hours repairing that break because we are doing it in house. There is that response time that is quicker. The response time here is quicker. You are not calling Columbus, your calling here. You are getting someone in Reynoldsburg, that's the nice part about that. That's what those cost are being applied for.

Councilmember Cotner

For quite a few years now we have been trying to get a handle on the water loss that the City has from old deteriorating lines. We have had a CIP fund, we have done a lot of repairs over the last several years. Do we have any idea if we are seeing improvements and gain back?

Director Dorman

We are seeing a lot that came on us in February. One thing that struck me is that about 10 years ago we were seeing some, maybe a 20% loss and over the past few years it's gotten maybe 1% worse each year. The opposite trend I don't want to see. In the last two years it has improved a little bit. The CIP projects, I think Main street work that you did a few years ago was a pretty big improvement on that. Any time you see those larger lines, if we get a break on Livingston and its and 18 inch line. That's a lot of water we can lose quickly. That's why it's nice to have our guys out there repairing it. We pay for any water that comes into our City, once it hits our

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meters we are paying for it. Residential side, you pay for it once it hits your meter inside your home. What we are trying to isolate and track down is leaks between the meter and our mains. Those are the things you don't often see. That is one thing we are trying to track down is some of these service lines. We have been letting people know, we have been giving them so long to try and repair or fix them and trying to find assistance when we can for them.

Councilmember Cotner

We know there are a lot of very old lines in the City and it takes a while.

Director Dorman

Yes, there are lots of old lines. Galvanized. A lot of these are very brittle. If we find a lead line right away, we replace it right away. The other lines you can repair and try and fix, sometimes it's better to just put a new line in.

Councilmember Cotner

I just wondered where we were on trying to maintain a little bit more of that. I know it's a constant battle.

Director Dorman

You will probably see this come before you in the next few days, the area we want to focus on has a line that was built in 1958. About 2 miles of line to repair there.

Councilmember Cotner

We are asking for 1% over Columbus? It's been kind of standard that it's been a bit over. Can I get an idea of where we are as far as fund balances? I know we always try to make sure we have reserves, so when that does happen, we can get out and make sure that we take care of it. Can we make sure where we are looking at? A lot of people have been concerned about the water rated and pricing. Just wondering if we were to go 3/4 percent or half percent. I know that's not much but I guess to place around with the number a little bit and see where the balances happen to be.

Director Dorman

Yes, I looked at both the sewer and water rates when I did that. I think last year when the City added on another almost 3%, this year its 1%, I took it down about as far as we could. Our fund is not healthy, we are using about \$2,000,000.00 a year to do CIP work I think. There is money in there, if we had a massive break. The other thing we

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have to consider is the water tower. Which is \$3-\$4,000,000.00 repair if we have to do anything major. This was the lowest pass through we have ever had going back 20 years. 20 years ago we were passing through almost a 7 and 8% increase. Because we hadn't for so long, there were big increases for a while and then it went back to 3 and 2. But this is the lowest to pass through on the City side. I think we are trying to be respectful of what's going on.

Councilmember Cotner

Yea I get that we are not asking for a lot more but I think it's helpful to a lot of Council to know what those fund balances look like. A great example is the water tower. I assume if we have a big issue like that we might be looking at a bond issue. Auditor Cicak never likes to get into those, but that's obviously such a major issue if that were to ever happen, again I just want to be aware and make sure we understand where those balances lie and what those look like. They are real issues that have to be addressed. It's not fun. It's not fancy.

Director Dorman

I'll gladly provide those numbers next week. I spent a good week going back forth with our Superintendent and told them we have to be respectful of everything going this year and also be looking at the fund balance because if something went wrong we want to be able to fix it.

President Jenkins

The water charges go up every year. Is this something that usually happen this time of year or are we preparing for next year or does it happen in January?

Director Dorman

I wished Columbus would give us a little more notice. Every City I have been with, it happens this time of year. It's once again Columbus doing their budget and looking at Capital Improvement Projects. I think they are projecting. Honestly it will probably stay this for the next 10-15 years, a 3% increase kind of on this and a 2% on that. Once again they are trying to offset their cost for the giant tunneling you see them doing for the sewers and the improvements at the water treatment plant.

President Jenkins

And the reason for the emergency?

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Director Dorman

Once again, it's still 3 readings. It's just timing, a lot of these ordinances, even the ODOT ones run on a different program, it's difficult to kind of get them in. Once we get everyone of the same page it's very tight to get these through on a standard 3 read plus a 30-day referendum.

Mayor Begeny

Director Dorman said everything I was going to say with the exception this. We have been working with a number of restaurants to come up with a number of alternatives, payment plans, just to make sure things are a little bit easier. I will tell you one quick story. I was at a Reynoldsburg football game, getting ready to announce the band program. As I was done and getting ready to leave someone told me about how his daughter recently moved in to a town home and ended up not paying her water bill for an \$1800.00 water bill that all of the sudden popped up. He wanted to know what we could do about it as far as a payment plan. Because she had to and I quote "learn her lesson," but at the same time not default on anything. I got them in contact with members of our water department and they were incredibly helpful and came up with a schedule and are working with it. No one is turned away or denied, just make sure you reach out to us at the City. We have a great water staff. Compliments to Director Dorman for handling some of those same turn off issues I guess you could say and maintaining them to what they were pre Covid.

Councilmember Strickland

Thank you for saying that, that was one of my concerns too during this pandemic. Making sure that our residents do have the necessary needs to just have water, right. Everyone is going through a hardship so just making sure we are doing all that we can to provide information about our resources. There are a lot of resources that are out there that maybe our residents are not aware of with assistance. Please contact our City and make sure we point you in the right director.

Councilmember Baker

Thank you to Director Dorman. I had a resident contact me about her high water bill and the Water Department, the Mayor and Director Dorman were able to help her out, where she was able to catch up on her payments. I do thank you. She was a senior citizen. For those senior citizens who are watching, if you are having issues, contact the Water Department but also contact The Office on Aging. They have can direct

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you to programs that will be able to help you and a lot of seniors don't know that. The Franklin County Office on Aging will help you and Senior Options as well.

Director Dorman

Our office will go in, especially seniors, we will go in and try to evaluate to. If they feel like they are having a high consumption, just a little running toilet, it's amazing how much that can add to a bill. A dripping faucet outside. We are not plumbers, we can fix anything because there is a liability but we can definitely evaluate things and give them a list of contractors that are license with the City to help their process.

Councilmember Strickland

Thank you. I am hearing great things. Someone just contacted me yesterday about all the work you all are doing, so thank you once again.

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

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

Director Dorman

Once again, the same thing we were just talking about. It's just the sewer aspect of this.

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

Finance & Administration Committee

This is the Finance and Administration Committee Meeting for November 9, 2020.

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

An Ordinance Authorizing Renewal of the City's Dental Insurance Coverage with
Delta Dental for the Period from January 1, 2021 through December 31, 2022 and
Waiving Competitive Bidding

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Director Boller

The reason for the emergency is we have to get the contract in place for them to sign and us to be able to do open enrollment. Three reads is fine but the 30 days referendum needs to be waived.

Councilmember Salvati makes a motion to amend to ordinance to add the emergency language. Second by Councilmember Strickland. Motion carries.

Councilmember Salvati makes a motion to move the ordinance to Council as amended for a third read and approval. Second by Councilmember Baker. Motion carries.

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

Attorney Shook

We are working with the City's Auditor and Mayor's Office and various departments to identify the amount of money that are already encumbered in our CARES Act funding. The purpose of this legislation is to encumber the balance for the purpose of payroll and benefits for public safety employees. I would note that we have had from March 7th through October 30th, the City has expended \$6,080,797.02 for Public Safety Payroll expenses and benefits. We anticipate that the unencumbered balance of the CARES Act funding will be between \$2.1 million and \$3 million. Which would account for a little more than 1/3 of those payroll expenses. I will defer to the Chief of Police to give a little more detail on how policing has changed during this pandemic.

Chief Baker

Thank you for the opportunity to speak in support of this ordinance.

I am here to give you an overview of how policing has changed during the COVID-19 pandemic. As you know, we are dealing with an unprecedented, once in a lifetime pandemic. This has caused us to not only be proactive, but to be reactive, in our response to this pandemic.

Almost two week prior to the first known COVID-19 case in Ohio, we started preparing for a response to this pandemic. Our initial response was geared toward

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prevention of infection in the workplace. Our agency worked with many state and local agencies in devising best practices in response to the pandemic. This coordination and cooperation provided RPD and the City with a road map on how to safely operate during this pandemic. RPD worked side by side with Mayor Begeny and Director Boller in implementing our City response to the pandemic.

The goal of our response was to maintain police services and ensure public safety for our residents.

The job our officers each day required us to come up with a response protocol when dealing with citizens who we know, or suspect, to be infected with COVID-19. We had to ensure the safety of our citizens while also limiting the opportunity of COVID-19 to spread within our building and in our community.

We wanted to change our operating procedures so that we followed the public health model of “do no harm first.” To accomplish this, we implemented several measures.

They include:

1. Drastically reducing the number of police stops, contacts and custodial arrests.
2. Limiting the amount of calls for service that officers responded to in person.
3. Obtaining and distributing PPE for other suburban agencies in Central Ohio.
4. Educating the public about public health laws and distributing PPE to citizens when needed.
5. Changing protocols on how we cleaned equipment and cruisers to reduce the spread of COVID-19.
6. Making staffing adjustments to ensure we limited the number of employees that could have close contacts with infected persons, and finally;
7. We worked with Attorney Shook and his team to restore and reopen Mayors’ Court during the pandemic.

These procedures have allowed RPD to operate safely during this COVID-19 pandemic. I have no doubt that the procedures we have put in place have not only kept our staff safe, but have kept the public safe also. Thank you.

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Attorney Shook

We would be asking this committee to amend this ordinance to reflect the updated language to encumber the unencumbered CARES Act funds that have not been encumbered by November 20th. I think we do anticipate that there could be additional expenses from the prior appropriation of Council that made it difficult to give you an exact number tonight as to what would be unencumbered by November 20th.

Councilmember Salvati

So you said any amount not used for the loans and what not will go back in and be used for this?

Attorney Shook

Correct.

Councilmember Salvati makes a motion to amend the ordinance to incorporate the language proposed by Attorney Shook. Second by Councilmember Baker. Motion carries.

Councilmember Salvati makes a motion to move the ordinance to Council as amended for a second read and approval as an emergency. Second by Councilmember Bryant. Motion carries.

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 160.08 Administration of Pay Plan of the Code of Ordinances for the City of Reynoldsburg, Ohio

Director Boller

Every year at this time usually Council will be me up here with a bunch of Chapter 160 changes. This is quite a few changes this year, one of the key points we are trying to do this year is last year we implemented steps for our employees. This year we want to change those steps up with working with Director Dorman, Director Bauman and the Mayor. We went through all of our different salary pay grades where all of the different salary employees sat at and what we are recommending to slow down the expenses of implementing these steps is each year an employee would get a step, then the next year it would be a 2% cost of living and then a step. It takes the program from 7 years to 12 years, which should slow down the amount of money the City is

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paying out but still allow for employees to continue to grow. That's one of the major high lights of this. Changing a few positions and pay grades so they fit within the steps properly. I would be happy to answer any detailed questions you have on any of this. I know it's pretty long and a lot of changes.

Councilmember Strickland

Can you describe a little bit more about the overtime eligibility, I think that's section 160.05. Can you explain more about that?

Director Boller

Yes, it's just a list of staff that falls under the exempt category that is not eligible for overtime. When we added the position last year of the Criminal Justice Program Administrator, our intent was to make that an exempt position, in other words they would not qualify for overtime, they were salary based. The only change in there is adding that title to that list. So anyone on that list does not qualify to receive overtime pay or comp time. It's mainly directors, there are guidelines from the federal government on who can be in that classification.

Councilmember Strickland

Within this, it is a lot that I am trying to comprehend. Are we increasing anyone's pay rate at this point and are we looking at the overtime as is this something we are trying to get under control moving into 2021. Those are some of the questions I have.

Director Boller

As far as overtime this year, when Covid hit, we froze all overtime. We also froze some steps, so we did not continue in the step program. The only way that an employee could work any overtime at all was in the situation of it being an emergency. It had to be approved at a Director level, so even our Superintendents were not approving any overtime. I think it has been extremely minimal. As things move forward, the Mayor would make that determination. We are also asking employees to flex their hours. So if we need you on a Saturday, Parks and Recreation is doing this quite bit and the service department. If we need you to come in on a Saturday, during this time, take off fours Monday, whatever that would work. We were very fortunate that we didn't have to lay anyone off. I think our employees have been very appreciative that everyone kept their job and benefits during this. Overtime is always an issue. It's something that we would constantly keep an eye on.



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Councilmember Strickland

And this is in line with our budget and going into 2021, we don't see any issues there? I am kind of looking to the auditor to make sure we are in alignment with that from a financial perspective.

Mayor Begeny

We are still in the process of working with the budget. What we are trying to do it, the original step plan was introduced and accelerated the pay rates to something that the Auditor and I both felt were not long lasting for the budget. It's not that our employees don't deserve the compensation, it just accelerated those numbers to a point where we would not be able to sustain that for a number of years. So we came up with a policy that models other communities, specifically Bexley, New Albany and others. It provides at least a cost of living adjustment as well as a step program alternating. So you are not getting hit at the consistency and acceleration of a step. Work year 1 get a step, year two get a step, year 3 get a step. Now Year 1 cost of living, year two cost of living and so on. It spreads that out a little bit and it's easier to forecast funding moving that through. We are still working through some of the "what ifs." Those are some of the things we are working on with the budget to kind of go through. The other issue that we brought up as far as payroll and who is getting paid what as far as that nature. We worked with MORPC on their salary survey and some of the positions and the directors were asked to look at some of the positions within the City and if they fit within the ranges of other likewise municipalities. I learned very early on that we were called RTI, Reynoldsburg Training Institute. What that means at a basic level is that people would come in and start working for Reynoldsburg and when they got a little bit of experience they would go somewhere else for the same position, making higher pay. What we want to do with my background in Human Resources, Sandra and I, we talked extensively about the loss with potential employees and how much it actually it hurts us when we have significant turn over, its actually an added expense. We started to ask the director to identify specific positions that we thought were under served. One example would be our code enforcement officers within the City of Reynoldsburg would get paid 2-3 less dollars per hour than code officers in other communities for doing the same exact job. We obviously have put a focus on our code enforcement officers over the past year to improve the community. What we don't want to do is lose the progress that we have made. There is something we have added to it. Those same code enforcement officers will be required to be certified and have not been previously required to. It's something they have to work toward too in order to get some of those increases. We

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wanted to respect what our employees were doing and balance out that for the economic long term stability of the City. We are still working through some of the issues on the budget side but we feel we are very confident in how this is going to work long term.

Director Boller

When I started in my role here some years ago, we did a salary survey and as a result of findings out and doing numbers, we were running a 225-27% turnover rate. We have been able to whittle that down to about an 8%. Which is still a little high but I our employees are one of our biggest assets here at the City, that's why it's so important to keep looking at these numbers and keep looking at what we are doing with the employees.

Councilmember Strickland

I appreciate all of that. I do believe we need to pay our employees. I guess also is just making sure what I have heard <INAUDIBLE> getting paid more than other areas. So looking at that and making sure everyone is, money is being spent, every department is being looked at to make sure that does not happen. Those are some of my concerns and questions. I know our code enforcers are one of the ones that are paid much lower from every other City. Again, we want to keep good people here, we don't want to be that City, that RTI City. Thank you.

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

An Ordinance to Amend the Personnel Procedure Manual Regarding Military Service, Hours of Work and Overtime

Director Boller

I did fail to mention, we will have a redraft on the second read. There is a date issue in there that I wanted to point out. This particular change is a little cleaner. We have three changes in there. The first one is under Police Personnel and Management. The lieutenants, we are removing the language regarding promotions for them. They are now covered by a union and that will all be covered by the bargaining agreement, so we no longer need that language. The second change would be again the very same change on the overtime eligibility that is in both documents. So to keep those documents consistent. The last one is military leave. Since I have been here, the only individuals who have taken military leave have been law enforcement officers. We

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have a very long description on how to handle military leave but it's not the same as what's in those bargaining agreements. We just have a line, refer to your collective bargaining agreement. We are fully prepared if we have a chapter 160 employee takes military leave. That is the extent of our changes.

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

An Ordinance Authorizing the Mayor to Enter into a Contract with Donald J. Schonhardt & Associates, Inc. for Management Consulting Services and Waive Competitive Bidding

Auditor Cicak

This legislation is the renewal of contract for professional services for the preparation of the City of Reynoldsburg Comprehensive Annual Financial Report for the years 2020 through 2022. The firm has not increased their fee since 2017. Pursuant to CRC Section 8.024©, competitive bidding is suspended. The budget and the CAFR are two of the most important financial documents we have. The budget is forward looking and the CAFR shows the actual numbers for our financial activity for the previous year. I noticed one our best readers in the City of Reynoldsburg is here. I would ask to come up here and read one page to describe the CAFR.

Student Ms. Aditi Pyakurel

Comprehensive Annual Financial Report (CAFR) is a set of financial reports produced by local governments, states and other entities to comply with the reporting rules set by Government Accounting Standards Board (GASB). GASB also serves as the oversight board to ensure compliance and communicate any new updates or changes to reporting methods.

In addition, an independent auditor audits the CAFR using GASB standards prior to their publication. The local and state governments produce many comprehensive documents and reports; however, the CAFR and the entity's budget book are typically considered two of the most important documents. Where the budget is a forward-looking document that plans for the future fiscal year and shows how the revenues will be allocated, the CAFR shows the actual numbers of financial activities for the previous fiscal year.

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The foremost purpose of a CAFR is to provide financial transparency and thus, promulgate accountability.

When a city or state government issues bonds to fund public projects, CAFR provides insights into the financial functioning of the government, based on which investors can take an informed decision.

CAFR also serves the purpose of providing the general public with insights into how their elected officials manage public finances.

CAFR essentially is a report-card of a city or a state. With it, people can see how public funds are being managed by the government.

The CAFR is one of the most important documents for any local or state government to establish financial transparency and establish credibility with its creditors and oversight agencies.

The inability to produce a CAFR in a timely manner can lead to rating suspensions or downgrades - which would totally limit a government's ability to access capital markets to fund any future projects and can have serious negative impacts on outstanding debt.

After the introduction, the CAFR's second and more detailed/comprehensive section is its financial section that includes all financial reports, narratives explaining the financial information and an auditor's report.

An auditor's report is typically the first item in the financial section that renders the auditor's opinion on the financial reporting and presentment. This is followed by the financial statements (both government-wide financial statements and fund financial statements); this information includes narratives written by various departments throughout the local government, explaining the data presented in the financial reports.

The third section is the statistical section, and is also crucial as it outlines financial trends, revenue capacity, debt capacity, demographic information and other operating information about the local government.

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It contains trend information to help the reader understand how the local government's financial performance and fiscal health have changed over time.

Revenue Capacity schedules contain information to help the reader assess the local government's most significant revenue sources: property tax, retail sales tax, business and occupation tax, etc.

Debt Capacity schedules present information to help the reader assess the affordability of the local government's current levels of outstanding debt, and the state's ability to issue additional debt in the future.

Demographic schedules offer demographic and economic indicators to help the reader understand the environment in which the local government's financial activities take place.

Operating Information schedules offer operating data to help the reader understand how the information in the local government's financial report relates to the services it provides and the activities it performs.

Auditor Cicak

The reason we don't do this in house is because it's our only report card. As much as I would have liked to write my own report card in high school, the financial agencies do not allow for that.

Councilmember Baker

Have we used this company before?

Auditor Cicak

Yes, the previous Auditor used them and they have no raised their rates since '17. I don't know beyond that.

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

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Clerk Prasher

Attorney Shook has requested that you ask Councilmember Baker to reopen the Development, Parks and Recreation committee. There seems to be some discrepancy as to whether the zoning code ordinance received a first reading and we need it to have or be sure that it has received a first reading. We would like Councilmember Baker reopen the committee, read the ordinance and move it forward to Council for a first read with a second and then we will read it as a first reading under the consent agenda. We will add it to the consent agenda.

LEGISLATION FOR EMERGENCY ADOPTION

89-2020

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 --- Salvati. Finance and Administration Committee.

RESULT:	ADOPTED AS AMENDED [UNANIMOUS]
MOVER:	Louis Salvati, Councilman
SECONDER:	Shanette Strickland, Councilwoman
AYES:	Cotner, Baker, Bryant, Strickland, Salvati, Pyakurel, Lawson-Rowe

Consent Agenda for First 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.

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RESULT:	REFERRED TO COUNCIL	Next: 11/23/2020 6:30 PM
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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: 11/23/2020 6:30 PM
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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.

RESULT:	REFERRED TO COUNCIL	Next: 11/23/2020 6:30 PM
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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.

RESULT:	REFERRED TO COUNCIL	Next: 11/23/2020 6:30 PM
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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.

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RESULT:	REFERRED TO COUNCIL	Next: 11/23/2020 6:30 PM
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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: 11/23/2020 6:30 PM
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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: 11/23/2020 6:30 PM
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H. 2785: REYNOLDSBURG ZONING CODE UPDATE 2020 --- Baker. Development, Parks and Recreation Committee.

RESULT:	REFERRED TO COUNCIL	Next: 12/7/2020 6:30 PM
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Consent Agenda for Third Reading

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.

91-2020

AN ORDINANCE FROM THE REYNOLDSBURG CITY COUNCIL SUPPORTING THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) PROJECT TO RESURFACE US ROUTE 40 AND OTHER RELATED IMPROVEMENTS IN FRANKLIN COUNTY --- Strickland. Public Service and Transportation Committee.

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92-2020

AN ORDINANCE AUTHORIZING RENEWAL OF THE CITY'S DENTAL INSURANCE COVERAGE WITH DELTA DENTAL FOR THE PERIOD FROM JANUARY 1, 2021 THROUGH DECEMBER 31, 2022 AND WAIVING COMPETITIVE BIDDING, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

Other Council Matters

Councilmember Bryant

This week being Veterans Day, I want to thank all those currently serving and those who served before them and thank them for the dedication and service they have given our country.

Councilmember Pyakurel

Thank you Auditor Cicak and Aditi for reading that. It was very nice to see you reading that there. This Saturday we have Covid testing in Reynoldsburg. It was very successful. Councilmember Strickland, Lawson-Rowe and President Jenkins asked for the numbers. There were 547 individuals that's came to get tested and it was very successful for Primary One Health. This is was one of the highest numbers of people coming taking part. Franklin County Department of Health, the National Guard and the Mayor were there all day. Thank you everyone for participating and the community members. We are celebrating Diwali outside of City Hall on Saturday the 14th. We will be celebrating the Goddess of Wealth Lakshmi. I would like to invite all of you to come and be part of it with the marks. It will be outside with social distancing. I would like to personally thank the Mayor for being part of this celebration. This being the first time in Reynoldsburg that we will be celebrating this festival. Finally, Director Dorman is not here but community members are asking me, about the fire hydrant and the paint is faded away. I drove around after receiving the call and a number of them have faded paint, I just wanted to let you know so that those things can be worked on.

Mayor Begeny

I will follow up with Director Dorman and see where the schedule is for those areas.

Councilmember Bryant

Want time is the Diwali celebration?

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Councilmember Pyakurel

The 14th at 5:00PM.

Councilmember Strickland

Yes, I would like to recognize the Reynoldsburg Lions Club. They had a winter coat drive this past Saturday, the Mayor is always there and I saw many of the Council members there also. They are doing a wonderful job and I just wanted to say thank you to them for continuing to do things for our community.

Councilmember Baker

I would like to keep with my tradition of thanking our men and women in the service. Retail staff, logistic staff. They are still working hard to keep this country moving forward in this pandemic. There is a light at the end of every tunnel and I think we will all celebrate. Once we get there but I want to thank all of them for their hard work. And then men and women in the military and the Police and Fire services.

President Jenkins

I wanted to inform everyone that the Reynoldsburg Visitors Bureau is going to have a food drive for Reynoldsburg Helping Hands and that will be on Saturday, November 21st from 10-2:00 PM. It is for drop off only. That is needed for the Thanksgiving and Christmas holidays, if you are able to donate that would be appreciated.

Upcoming Meetings

November 19, 2020 BZBA
November 23, 2020 Council
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

Mollie Prasher

Mollie Prasher, Clerk of Council

Leanora Jenkins

Leanora Jenkins, President of Council

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

DATE: November 23, 2020**TO:****RE: Resolution of Thanksgiving**

Approval:

Joe Begeny	Chris Shook	Stephen Cicak
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A Resolution celebrating our national day of Thanksgiving

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

WHEREAS, On Thanksgiving Day, Americans traditionally gather with family and friends to recount the joys and blessings in our lives and the past year. Thanksgiving has historical roots in religious and cultural traditions, and has long been celebrated in a secular manner as well; and

WHEREAS, on Thanksgiving Day, Americans come together to celebrate this most American tradition, grateful for the blessings of family, community, and country; and

WHEREAS, Thanksgiving annually reminds us to recall the spirit of compassion and mutual responsibility that distinguishes the United State of America as a world leader; and

WHEREAS, in 1621, the Pilgrims in Plymouth, Massachusetts gave thanks for a bountiful harvest and enjoyed that fruits of their labor with the Native Americans. When President George Washington marked our country's first Thanksgiving, he prayed to our Creator for peace, union, and plenty. And when our Nation was torn by civil war, President Abraham Lincoln reminded us we were one Nation that could bend, but would not break; and

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

WHEREAS, this Thanksgiving, thousands of our men and women in uniform serving in the military will sit down for a meal far from their families. We honor their service and sacrifice that gives us our freedom and liberties; and

WHEREAS, we also honor all of the essential workers of our Nation, who have persevered during the past nine months, and all of the families suffering from unemployment, the threat of homelessness, hunger as well as the over two hundred thousand families who have lost family and friend due to Covid-19; and many families will not be able to meet and come together in

WHEREAS, City Council also wishes to offer our support to all families, who are experiencing a new type of Thanksgiving gathering this year and to those who are unable to gather with their families.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, we do hereby proclaim Thursday, November 26, 2020 as

National Day of Thanksgiving

and urge everyone to reflect upon the many blessings and kindnesses shared in our community and spend this day lifting up those we love and being mindful of those who are suffering.

City Attorney's Office**Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone****ORDINANCE REQUEST**

DATE: November 23, 2020

TO: Public Safety, Law and Courts Committee

RE: Source of Income Regarding Fair Housing

Approval:

Completed Joe Begeny	Completed Chris Shook	Stephen Cicak
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This legislation has been prepared and submitted at the request of Councilmember Strickland to prohibit housing discrimination against individuals and families based on source of income.

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

WHEREAS, the Council of the City of Reynoldsburg seeks to provide appropriate protection for all citizens and their right to equal housing opportunities; and

WHEREAS, any person, persons, or family who receives financial assistance for the payment of rent should have fair access to rental housing in the City of Reynoldsburg; and

WHEREAS, such individuals may include veterans, recipients of disability payments, households with rental assistance vouchers and anyone with other governmental or private sources of payment should be protected from discrimination when seeking rental housing solely on the basis of of source of payment; and

City Attorney's Office**Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone**

WHEREAS, landlords who own rental property in the City of Reynoldsburg will retain the right to apply appropriate screening criteria regarding tenant history, credit scores, and can charge security deposits as financial protection; and

WHEREAS, the City of Reynoldsburg reaffirms its commitment to being a welcoming community for all, and will continue to explore and enact policy reforms and programs in order to expand the quality and availability of affordable housing to families in the City.

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

Section 1. Chapter 503 of the Codified Ordinances of the City of Reynoldsburg shall be amended to include "source of income" as a protected status under the Section on Unlawful Discriminatory Housing Practices.

Section 2. This Ordinance shall become effective at the earliest allowable date by law.

CHAPTER 503

UNLAWFUL DISCRIMINATORY PRACTICES

503.01 Purpose

It is the intent of the Reynoldsburg City Council to create safeguards and protections against discrimination and intimidation based on race, religion, ethnicity, national origin, sex, disability, military status, family or marital status, sexual orientation, gender identity or expression, and natural hairstyle and/or texture.

503.03 Definitions

As used in this Chapter:

- A. "Age" means at least forty (40) years old.
- B. "Aggrieved individual" means an individual who claims to have been injured by an unlawful discrimination act or practice described in this Chapter.
- C. "City Attorney" means the individual duly elected pursuant to Section 6.01 of the Charter of the City of Reynoldsburg.
- D. "Complainant" means an aggrieved individual who, pursuant to the provisions of this Chapter, files with the Clerk of Council a written complaint alleging an unlawful discriminatory act or practice.
- E. "Disability" means a physical or mental impairment that substantially limits one (1) or more major life activities, including the functions of caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working; a record of a physical or mental impairment; or being regarded as having a physical or mental impairment.
 - 1. "Physical or mental impairment" includes any of the following:
 - a. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one (1) or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genitor-urinary; hemic and lymphatic; skin; and endocrine;
 - b. Any mental or psychological disorder, including, but not limited to, orthopedic, visual, speech, and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, sickle cell, human immunodeficiency virus infection, intellectual disabilities, and emotional illness.

2. “Physical or mental impairment” does not include any of the following:
 - a. Pedophilia, exhibitionism, voyeurism, or other sexual behavior disorders;
 - b. Compulsive gambling, kleptomania, or pyromania;
 - c. Mental or psychological disorder, or disease or condition, caused by an illegal use of any controlled substance by an employee, applicant, or another individual, if an employer, employment agency, personnel placement service, labor organization, or joint labor management committee acts on the basis of that illegal use.
- F. “Discriminate”, “Discrimination”, or “Discriminatory” means to differentiate and treat differently including to segregate or separate.
- G. “Employee” means an individual employed by an employer but does not include any individual employed in the domestic service of any person.
- H. “Employer” means any person who regularly employs for compensation four (4) or more individuals, excluding the employer’s parents, spouse, and children, including any person acting directly or indirectly in the interest of an employer, provided “employer” does not include a public school system, or an agency of government other than the City.
- I. “Employment agency” means any persons regularly undertaking with or without compensation, to procure opportunities for employment or to procure, recruit, refer, or place employees.
- J. “Familial status” means either of the following:
 1. One (1) or more individuals who are under eighteen (18) years of age and who are domiciled with a parent or guardian having legal custody of the individual or domiciled, with the written permission of the parent or guardian having legal custody, with a designee of the parent or guardian; or
 2. Any person who is pregnant or in the process of securing legal custody of any individual who is under eighteen (18) years of age.
- K. “Gender Expression or Identity” means actual or perceived gender-related identity, expression, appearance, or mannerisms, or other gender-related characteristics of an individual, regardless of the individual’s designated sex at birth.
- L. “Hearing Officer” means a neutral independent contractor, hired by the City, who conducts an administrative hearing based on a complaint filed pursuant to the provisions of this Chapter.

- M. “Housing accommodations” including any buildings or structure or portion thereof which is used or occupied or is intended, arranged, or designed to be used or occupied as a home residence or sleeping place of one (1) or more individuals, groups or families, whether or not living independently of each other; and any vacant land offered for sale or lease. It also includes any housing accommodations held or offered for sale or rent by a real estate broker, salesman, or agent, or by any other person pursuant to the authorization of the owner, by the owner, or by such person’s legal representative.
- N. “Labor organization” includes any organization that exists, in whole or in part, for the purpose of collective bargaining or of dealing with employers concerning grievances, terms or conditions of employment, or other mutual aid or protection in relation to employment.
- O. “Military status” means a person’s status in “Service in the uniformed services” as defined in Section 5923.05 of the Ohio Revised Code.
- P. “Natural hair types and natural styles commonly associated with race” means hairstyle, type, and texture, treated and untreated, as well as protective hairstyles such as natural hair, afros, braids, twists, cornrows, and locks, which hair types and hairstyles are commonly associated with African-Americans and their racial ethnic, and cultural identities.
- Q. “Person” includes one (1) or more individuals, partnerships, associations, organizations, corporations, legal representatives, trustees, and trustees in bankruptcy, receivers, and other organized groups of persons. It also includes, but is not limited to, any owner, lessor, assignor, builder, manager, broker, salesman, agent, employee, lending institution; and the City of Reynoldsburg and all political subdivisions, authorities, agencies, boards, and commissions thereof.
- R. “Place of public accommodation” means any inn, restaurant, eating house, barbershop, hotel, motel, bank or other financial services institution, public conveyance by air, land or water, theater, store, or other place for the sale of merchandise, or any other place of public accommodation or amusement where the accommodation advantages, facilities, or privileges thereof are available to the public.
- S. “Protected Class” means a classification of individuals based on one or more of the following characteristics: race, color, religion, sex, national origin, age, familial status, disability, pregnancy, sexual orientation, gender identity or expression, or natural hair types and natural styles commonly associated with race.
- T. “Public use areas” means interior or exterior rooms or spaces of a privately owned building that are made available to the general public.

- U. “Restrictive covenant” means any specification in a deed, land contract or lease limiting the use of any housing because of race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, marital status, familial status, genetic information, or military status or any limitation based upon affiliation with or approval by any person, directly or indirectly, employing race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, marital status, familial status, genetic information, or military status as a condition of affiliation or approval.
- V. “Service in the uniformed services” means the performance of duty, on a voluntary or involuntary basis, in a uniformed service, under competent authority, and includes active duty, active duty for training, initial active duty for training, inactive duty for training, full-time national guard duty, and performance of duty or training by a member of the Ohio organized militia pursuant to Chapter 5923 of the Ohio Revised Code. “Service in the uniformed services” includes also the period of time for which a person is absent from a position of public or private employment for the purpose of an examination to determine the fitness of the person to perform any duty described in this division.
- W. “Sex” means male, female, neither, or both, and includes pregnancy, any illness arising out of and occurring during the course of a pregnancy, childbirth, or related medical conditions.
- X. “Sexual orientation” means a person’s actual or perceived homosexuality, bisexuality; or heterosexuality.
- ~~X.Y.~~ “Source of Income” means lawful income derived from wages, social security, supplemental security income, all forms of federal, state or local assistance payments or subsidies, including rent vouchers, child support, spousal support, and public assistance which can be verified and substantiated.
- ~~Y.Z.~~ “Uniformed services” means the Armed Forces, the Ohio organized militia when engaged in active duty for training, inactive duty training, or full-time national guard duty, the commissioned corps of the public health service, and any other category of persons designated by the president of the United States in time of war or emergency.
- ~~Z.AA.~~ “Unlawful discriminatory practice” means any act prohibited by Chapter 503 of the Reynoldsburg Code of Ordinances.

503.05 Unlawful discriminatory employment practices.

- A. It shall be an unlawful discriminatory employment practice, except where based upon applicable national security regulations established by the United States:

1. For any employer, because of a person being in a Protected Class, to discharge without just cause, to refuse to hire, or otherwise to discriminate against that person with respect to hiring, compensation, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment.
2. For an employment agency or personnel placement service, because of a person being in a Protected Class, to do any of the following:
 - a. Refuse or fail to accept, register, classify properly, or refer for employment, or otherwise discriminate against any person;
 - b. Comply with a request from an employer for referral of applicants for employment, if the request directly or indirectly indicates that the employer fails to comply with the provisions of this chapter.
3. For any labor organization to do any of the following:
 - a. Limit or restrict its membership on the basis of a person being in a Protected Class;
 - b. Discriminate against, limit the employment opportunities of, or otherwise adversely affect the employment status, wages, hours, or employment conditions of any person as an employee because of a person being in a Protected Class.
4. For any employer, labor organization, or joint labor-management committee controlling apprentice training programs to discriminate against any person because of that person being in a Protected Class, in admission to, or employment in, any program established to provide apprentice training.
5. Except where based on a bona fide occupational qualification certified in advance by an agency of the state or federal government or a political subdivision, for any employer, employment agency, personnel placement service, or labor organization, prior to employment or admission to membership, to do any of the following:
 - a. Elicit or attempt to elicit any information concerning the Protected Class status of an applicant for employment or membership;
 - b. Use any form of application for employment, or personnel or membership blank, seeking to elicit information regarding a person's Protected Class status; provided an employer holding a contract containing a nondiscrimination clause with the government of the United States, or any department or agency of that government, may require an employee applicant for employment to furnish documentary proof of United States

- citizenship and may retain that proof in the employer's personnel records and may use photographic or fingerprint identification for security purposes;
- c. Utilize in the recruitment or hiring of persons any employment agency, personnel placement service, training school or center, labor organization, or any other employee-referring source known to discriminate against persons because of their being in a Protected Class.
6. For any employer to discriminate against an individual with a disability in any of the following ways:
 - a. By limiting, segregating, or classifying a job applicant or employee in a way that adversely affects the opportunities or status of such applicant or employee because of the disability of such applicant or employee.
 - b. By failing to make reasonable accommodations to the known physical or mental limitations of an otherwise qualified individual who is an applicant or employee, unless the employer can demonstrate that the accommodation would impose an undue hardship on the operation of the business of the employer.
 - c. By denying employment opportunities to a job applicant or employee who is an otherwise qualified individual with a disability, on the basis of such disabled individual's use of a service animal, provided nothing in this chapter shall be construed to require any employer, as a reasonable accommodation, to provide a service animal to a disabled person.
 7. For any employer to discriminate against a woman affected by pregnancy, childbirth, or related medical conditions for any employment-related purposes, including receipt of benefits under fringe benefit programs, or to fail to treat a woman so affected the same as other persons not so affected but similar in their ability or inability to work.
 8. For any employer to discriminate against an employee or potential employee on the basis of age in offering any job opening or in the discharge of an employee without just cause who is physically able to perform the duties and otherwise meets the established requirements of the job and laws pertaining to the relationship between employer and employee.
 9. For any employer, employment agency, or labor organization to discriminate against any person because that person has opposed any practice forbidden by this Chapter, or because that person has made a complaint or assisted in any manner in any investigation or proceeding under this Chapter.
 10. For any person, whether or not an employer, employment agency, or labor organization, to aid, incite, compel, coerce, or participate in the doing of any act

declared to be an unlawful discriminatory practice by this Chapter, or to obstruct or prevent any person from enforcing or complying with the provisions of this Chapter, or to attempt directly or indirectly to commit any act declared by this Chapter to be an unlawful discriminatory practice by this Chapter.

- B. With regard to age, it shall not be an unlawful discriminatory practice and it shall not constitute a violation of this chapter for any employer, employment agency, joint labor-management committee controlling apprenticeship training programs, or labor organization to do any of the following:
1. Establish bona fide employment qualifications reasonably related to the particular business or occupation that may include standards for skill, aptitude, physical capability, intelligence, education, maturation, and experience;
 2. Observe the terms of a bona fide seniority system or any bona fide employee benefit plan, including, but not limited to, a retirement, pension, or insurance plan, that is not a subterfuge to evade the purposes of this section. However, no such employee benefit plan shall excuse the failure to hire any individual, and no such seniority system or employee benefit plan shall require or permit the involuntary retirement of any individual, because of the individual's age except as provided for in the "Age Discrimination in Employment Act Amendment of 1978", 29 U.S.C.A. 623, as amended by the "Age Discrimination in Employment Act Amendments of 1986," 29 U.S.C.A. 623, as amended, or as later amended.
 3. Retire an employee who has attained sixty-five years of age who, for the two-year period immediately before retirement, was employed in a bona fide executive or a high policymaking position, if the employee is entitled to an immediate nonforfeitable annual retirement benefit from a pension, profit-sharing, savings, or deferred compensation plan, or any combination of those plans of the employer of the employee, which equals, in the aggregate, at least forty-four thousand dollars, in accordance with the conditions of the "Age Discrimination in Employment Act Amendment of 1978", 29 U.S.C.A. 631, as amended by the "Age Discrimination in Employment Act Amendments of 1986", 29 U.S.C.A. 631, as amended, or as later amended;
 4. Observe the terms of any bona fide apprenticeship program if the program is registered with the Ohio Apprenticeship Council pursuant to sections 4139.01 to 4139.06 of the Ohio Revised Code and is approved by the federal committee on apprenticeship of the United States Department of Labor.

- C. Nothing in this chapter shall be construed to prohibit any of the following:

1. The designation of uniform age the attainment of which is necessary for public employees to receive pension or other retirement benefits pursuant to Chapter 145., 742., 3307., 3309., or 5505. of the Ohio Revised Code;
 2. The establishment of maximum age requirements for original appointment to a police department or fire department pursuant to sections 124.41 and 124.42 of the Ohio Revised Code;
 3. Any establishment of a maximum age not in conflict with federal law that may be established by a municipal charter, municipal ordinance, or resolution of a board of township trustees for original appointment as a police officer or firefighter;
 4. Any establishment of a mandatory retirement provision not in conflict with federal law, a municipal charter, municipal ordinance, or resolution of a board of township trustees pertaining to police officers and firefighters.
- D. Nothing in this section shall be construed to require a person with a disability to be employed or trained under circumstances that would significantly increase the occupational hazards affecting either the person with a disability, other employees, the general public, or the facilities in which the work is to be performed, or to require the employment or training of a person with a disability in a job that requires the person with a disability routinely to undertake any task, the performance of which is substantially and inherently impaired by the person's disability.
- E. Nothing in this chapter shall prohibit an employer, employment agency, personnel placement service, labor organization, or joint labor-management committee from doing any of the following:
1. Adopting or administering reasonable policies or procedures, including, but not limited to, testing for the illegal use of any controlled substance, that are designed to ensure that an individual no longer is engaging in the illegal use of any controlled substance. For purposes of this chapter, a test to determine the illegal use of any controlled substance does not include a medical examination;
 2. Prohibiting the illegal use of controlled substances and the use of alcohol at the workplace by employees;
 3. Requiring that employees not be under the influence of alcohol or not be engaged in the illegal use of any controlled substance at the workplace;
 4. Requiring that employees behave in conformance with the requirements established under "The Drug-Free Workplace Act of 1988", 41 U.S.C.A. 701, as amended;

5. Holding an employee who engages in the illegal use of any controlled substance or who is an alcoholic to the same qualification standards for employment or job performance, and the same behavior, to which the employer, employment agency, personnel placement service, labor organization, or joint labor-management committee holds other employees, even if any unsatisfactory performance or behavior is related to an employee's illegal use of a controlled substance or alcoholism;
 6. Exercising other authority recognized in the "Americans with Disabilities Act of 1990", 42 U.S.C.A. 12101, as amended, including, but not limited to, requiring employees to comply with any applicable federal standards.
- F. This Section does not apply to any religious corporation, association, educational institution, or society with respect to the employment of an individual of a particular religion to perform work connected with the carrying on by that religious corporation, association, educational institution, or society of its activities.
- G. Whoever violates this section is guilty of an unlawful discriminatory employment practice.

503.07 Unlawful discriminatory housing practices.

- A. Subject to the limitations, exceptions, and qualifications provided in section 4112.024 of the Ohio Revised Code, it shall be an unlawful discriminatory housing practice for any person to do any of the following:
1. Refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of a person being in a Protected Class or a person's source of income;
 2. Represent to any person that housing accommodations are not available for inspection, sale, or rental, when in fact they are available, and the representation of unavailability is based on the person seeking such housing accommodations being in a Protected Class or a person's source of income;
 3. Discriminate against any person in the making or purchasing of loans or the provision of other financial assistance for the acquisition, construction, rehabilitation, repair, or maintenance of housing accommodations, or any person in the making or purchasing of loans or the provision of other financial assistance that is secured by residential real estate, because of that person being in a Protected Class, or because the neighborhood in which the housing accommodations are located is composed of one or more Protected Classes, provided that the person,

whether an individual, corporation, or association of any type, lends money as one of the principal aspects or incident to the person's principal business and not only as a part of the purchase price of an owner-occupied residence the person is selling nor merely casually or occasionally to a relative or friend;

4. Discriminate against any person in the terms or conditions of selling, transferring, assigning, renting, leasing, or subleasing any housing accommodations or in furnishing facilities, services, or privileges in connection with the ownership, occupancy, or use of any housing accommodations, including the sale of fire, extended coverage, or homeowners insurance, because the person's source of income or because the person is in a Protected Class, or because of the composition, in terms of Protected Class, of the neighborhood in which the housing accommodations are located;
5. Discriminate against any person in the terms or conditions of any loan of money, whether or not secured by mortgage or otherwise, for the acquisition, construction, rehabilitation, repair, or maintenance of housing accommodations because of a person being in a Protected Class, or because of the composition, in terms of Protected Class, of the neighborhood in which the housing accommodations are located;
6. Refuse to consider without prejudice the combined income of both lawfully married spouses for the purpose of extending mortgage credit to a married couple or either member of a married couple;
7. Except as otherwise provided in this section, make any inquiry, elicit any information, or use any form of application containing questions or entries concerning a person's Protected Class status in connection with the sale or lease of any housing accommodations or the loan of any money, whether or not secured by mortgage or otherwise, for the acquisition, construction, rehabilitation, repair, or maintenance of housing accommodations.
8. Include in any deed, land contract, transfer, rental, or lease of housing accommodations any discriminatory restrictive covenant, or honor or exercise, or attempt to honor or exercise, any discriminatory restrictive covenant;
9. Induce or solicit, or attempt to induce or solicit, a housing accommodations listing, sale, or transaction by representing that a change has occurred or may occur with respect to the Protected Class composition of the block, neighborhood, or other area in which the housing accommodations are located, or induce or solicit, or attempt to induce or solicit, a housing accommodations listing, sale, or transaction by representing that the presence or anticipated presence of persons of any

Protected Class in the block, neighborhood, or other area will or may have results including, but not limited to, the following:

- a. The lowering of property values;
 - b. A change in the composition, in terms of a Protected Class, of the block, neighborhood, or other area;
 - c. An increase in criminal or antisocial behavior in the block, neighborhood, or other area;
 - d. A decline in the quality of the schools serving the block, neighborhood, or other area.
10. Discourage or attempt to discourage the purchase by a prospective purchaser of housing accommodations, by representing that any block, neighborhood, or other area has undergone or might undergo a change in composition with respect to a Protected Class;
11. Deny any person access to or membership or participation in any multiple-listing service, real estate brokers' organization, or other service, organization, or facility relating to the business of selling or renting housing accommodations, or discriminate against any person in the terms or conditions of that access, membership, or participation, because of a person being in a Protected Class;
12. For any person to discriminate in any manner against any other person because that person has opposed any unlawful practice defined in this chapter, or because that person has made a charge, testified, assisted, or participated in any manner, in any investigation, proceeding, or hearing under the provisions of this chapter;
13. Refuse to sell, transfer, assign, rent, lease, sublease, or finance, or otherwise deny or withhold, a burial lot from any person because of a person being in a Protected Class, or because of any prospective owner or user of the lot being in a Protected Class;
14. Discriminate in the sale or rental of, or otherwise make unavailable or deny, housing accommodations to any buyer or renter because of the person's source of income or the Protected Class status of the buyer or renter, or any person residing in or intending to reside in the housing accommodations after they are sold, rented, or made available;
15. Discriminate in the terms, conditions, or privileges of the sale or rental of housing accommodations to any person or in the provision of services or facilities to any person in connection with the housing accommodations because of the person's source of income or the Protected Class status of that person or any person residing

in or intending to reside in the housing accommodations after they are sold, rented, or made available;

16. Except as otherwise provided in this section, make an inquiry of an applicant to determine the Protected Class status of the applicant for the sale or rental of housing accommodations, or any person residing in or intending to reside in the housing accommodations after they are sold, rented, or made available. The following inquiries may be made of all applicants for the sale or rental of housing accommodations, regardless of the applicant's Protected Class:
 - a. An inquiry into an applicant's ability to meet the requirements of ownership or tenancy;
 - b. An inquiry to determine whether an applicant is qualified for housing accommodations available only to persons with disabilities or persons with a particular type of disability;
 - c. An inquiry to determine whether an applicant is qualified for a priority available to persons with disabilities or persons with a particular type of disability;
 - d. An inquiry to determine whether an applicant currently uses a controlled substance in violation of section 2925.11 of the Ohio Revised Code or a substantively comparable municipal ordinance;
 - e. An inquiry to determine whether an applicant at any time has been convicted of or pleaded guilty to any offense, an element of which is the illegal sale, offer to sell, cultivation, manufacture, other production, shipment, transportation, delivery, or other distribution of a controlled substance.
17. Refuse to permit, at the expense of a person with a disability, reasonable modifications of existing housing accommodations that are occupied or to be occupied by the person with a disability, if the modifications may be necessary to afford the person with a disability full enjoyment of the housing accommodations. This division does not preclude a landlord of housing accommodations that are rented or to be rented to a disabled tenant from conditioning permission for a proposed modification upon the disabled tenant's doing one or more of the following:
 - a. Providing a reasonable description of the proposed modification and reasonable assurances that the proposed modification will be made in a work-like manner and that any required building permits will be obtained prior to the commencement of the proposed modification;
 - b. Agreeing to restore at the end of the tenancy the interior of the housing accommodations to the condition they were in prior to the proposed modification, but subject to reasonable wear and tear during the period of

- occupancy, if it is reasonable for the landlord to condition permission for the proposed modification upon the agreement;
- c. Paying into an interest-bearing escrow account that is in the landlord's name, over a reasonable period of time, a reasonable amount of money not to exceed the projected costs at the end of the tenancy of the restoration of the interior of the housing accommodations to the condition they were in prior to the proposed modification, but subject to reasonable wear and tear during the period of occupancy, if the landlord finds the account reasonably necessary to ensure the availability of funds for the restoration work. The interest earned in connection with an escrow account described in this division shall accrue to the benefit of the disabled tenant who makes payments into the account.
18. Condition permission for a proposed modification of a dwelling unit upon a disabled tenant's payment of a security deposit that exceeds the customarily required security deposit of all tenants of the particular housing accommodations.
 19. Refuse to make reasonable accommodations in rules, policies, practices, or services when necessary to afford a person with a disability equal opportunity to use and enjoy a dwelling unit, including associated public and common use areas;
 20. Fail to comply with the standards and rules adopted under division (A) of section 3781.111 of the Ohio Revised Code;
 21. Discriminate against any person in the selling, brokering, or appraising of real property because of the person being in a Protected Class;
 22. For any person to discriminate in any manner against any other person because that person has opposed any unlawful discriminatory practice defined in this section or because that person has made a charge, testified, assisted, or participated in any manner in any investigation, proceeding, or hearing under this chapter or sections 4112.01 to 4112.07 of the Ohio Revised Code.
 23. For any person to knowingly aid or abet the doing of any act declared by this section to be an unlawful discriminatory practice, to knowingly obstruct or prevent any person from complying with this chapter or any order issued under it, or to knowingly attempt directly or indirectly to commit any act declared by this section to be an unlawful discriminatory practice.
- B. Nothing in this chapter shall bar any bona fide private or fraternal organization that, incidental to its primary purpose, owns or operates lodgings for other than a commercial purpose, from limiting the rental or occupancy of the lodgings to its members or from giving preference to its members.

- C. Nothing in this chapter limits the applicability of any reasonable local, state, or federal restrictions regarding the maximum number of occupants permitted to occupy housing accommodations.
- D. Nothing in this chapter prohibits the owners or managers of housing accommodations from implementing reasonable occupancy standards based on the number and size of sleeping areas or bedrooms and the overall size of a dwelling unit, provided that the standards are not implemented to circumvent the purposes of this chapter and are formulated, implemented, and interpreted in a manner consistent with this chapter and any applicable local, state, or federal restrictions regarding the maximum number of occupants permitted to occupy housing accommodations.
- E. Nothing in this chapter requires that housing accommodations be made available to an individual whose tenancy would constitute a direct threat to the health or safety of other individuals or whose tenancy would result in substantial physical damage to the property of others.
- F. Nothing in this chapter pertaining to unlawful discriminatory housing practice shall be construed to apply to “housing for older persons” as defined and provided in section 42 U.S.C. 3607 (b)(2), as amended.
- G. Nothing in this section shall be construed to require any person selling or renting property to modify the property in any way or to exercise a higher degree of care for a person with a disability, to relieve any person with a disability of any obligation generally imposed on all persons regardless of disability in a written lease, rental agreement, or contract of purchase or sale, or to forbid distinctions based on the inability to fulfill the terms and conditions, including financial obligations, of the lease, agreement, or contract.
- H. Whoever violates this section is guilty of unlawful discrimination in housing accommodations.

503.09 Unlawful discriminatory practices in public accommodations.

It shall be an unlawful discriminatory practice:

- A. For any owner, operator, or manager of a place of public accommodation to deny to any person or permit any employee to deny to any person, except for reasons applicable alike to all persons regardless of them being in a Protected Class, the full enjoyment of the accommodations, advantages, facilities, or privileges of the place of public accommodation; or

- B. For any owner, operator, or manager of a place of public accommodation to publish, circulate, issue, display, post or mail, either directly or indirectly, any printed or written communication, notice or advertisement to the effect that any of the accommodations, advantages, facilities, goods, products, services, and privileges of any such place shall be refused, withheld or denied to any person on account of that person being in a Protected Class, or that such person is unwelcome, objectionable, or not acceptable, desired or solicited; or
- C. For any owner, operator, or manager of a place of public accommodation to deny to any individual with a disability the full enjoyment of the accommodations, advantages, facilities, or privileges of the place of public accommodation on the basis of such individual's use of a service animal, provided:
 - 1. The disabled individual using the service animal may be prohibited from having the service animal present in the place of public accommodation if the animal is out of control, as provided by 28 CFR 35.136(d), and the animal's handler does not take effective action to control it.
 - 2. If it is not readily apparent what service a service animal provides, the owner, operator, manager, or an employee of a place of public accommodation may inquire whether the service animal is required because of the disabled person's disability, provided an inquiry may not be made as to disabled person's disability or the disabled person's medical condition or requirements.
 - 3. The owner, operator, manager, or employees of a place of public accommodation are not required to provide care or food for the service animal.
- D. No person shall aid, abet, or participate in the doing of any act declared to be an unlawful discriminatory practice under this section.
- E. Unless otherwise prohibited by law, nothing in this section shall be construed to prohibit any person from offering senior citizen price discounts or other privileges exclusively for the benefit of senior citizens.
- F. Nothing in this section shall be construed to require the modification of existing facilities or the construction of new or additional facilities.
- G. Nothing in this section shall prohibit a religious or denominational institution, organization, society or association or any nonprofit charitable or educational organization that is operated, supervised or controlled by or in connection with a religious organization, from limiting its offerings of goods, services, facilities, and accommodations to a person of the same religion, or from giving preference to such persons, provided that such offerings mentioned are not offered for commercial purposes or supported by public funds.

- a. “Commercial purposes” shall be defined as “activities concerned with making money or profits, rather than, for example, providing a public service or other goods or services at cost.”

H. Whoever violates this section is guilty of unlawful discrimination in public accommodations.

503.11 Complaint procedure.

A. Filing of the complaint.

1. An aggrieved person, complainant, may file with the Reynoldsburg Clerk of Council a written complaint sworn under oath which specifies the facts and circumstances, including the location, date(s), and time(s), of alleged unlawful discriminatory act(s) or practices that did or are occurring within the City limits and which identifies the person who committed or continues to commit the alleged unlawful discriminatory act(s) or practices.
2. If the charge of discrimination alleges a violation based on race, sex, ethnicity, national origin, religion, age, disability, military status, and/or any other class protected under state or federal law, then the Clerk of Council shall instruct the complainant to file a charge of discrimination with the Ohio Civil Rights Commission(OCRC)/Equal Employment Opportunity Commission (EEOC). The Clerk of Council shall provide the complainant with the information about this requirement and contact information for the OCRC/EEOC within ten (10) days from the date the charge was filed with the Clerk.
3. Concurrent with the filing of the complaint, the complainant shall provide to the Clerk of Council in writing the complainant’s mailing address, telephone number, if any, and email address, if any.
4. The complaint shall not be accepted by the Clerk of Council if any of the following apply:
 - a. The complaint is presented to the Clerk of Council more than 180 days following the most recent unlawful discriminatory act alleged in the complaint;

- b. No incident location provided in the complaint is within the City of Reynoldsburg;
 - c. The investigation of the complaint is required to be conducted pursuant to the terms of a collective bargaining agreement to which the City is a party;
 - d. The complaint fails to include all the information required by (A)(1) of this section;
 - e. The complainant fails to concurrently provide a writing that includes the information required in (A)(2) of this section.
- 4. Upon receiving a complaint of an alleged unlawful discriminatory act, the Clerk of Council shall immediately date stamp the complaint and:
 - a. Forward a copy thereof to the City Attorney; and
 - b. Mail by certified or registered mail, return receipt requested, certified copies of the complaint to the Respondent.
- 5. The Clerk of Council shall retain the original date-stamped complaint and shall open and maintain a file on the matter during the pendency of any actions related to the complaint and for so long thereafter as is necessary to comply with the City's Records Retention Schedule.

B. Investigation by City Attorney

- 1. Upon receipt of the Complaint, the City Attorney or a designee of the City Attorney shall investigate the Complaint to determine if probable causes exists to believe a violation of this Chapter has occurred.
- 2. As part of said investigation, the City Attorney shall be permitted to issue an administrative subpoena for documents pursuant to Section 501.15 of the Codified Ordinances of the City of Reynoldsburg.
- 3. If the City Attorney determines the most recent of the unlawful discriminatory acts alleged in the complaint occurred more than 180 days before the date the complaint was filed with the Clerk of Council or that none of the alleged acts occurred within the City of Reynoldsburg, the City Attorney shall have no authority to investigate or take further actions except to return the complaint to the Clerk of Council with written notice to the Clerk of Council that the Complaint is outside the authority of the City Attorney.
- 4. Except as otherwise provided in this section, the City Attorney shall be authorized to mediate complaints, issue findings of fact and conclusions of law, issue cease and desist orders, and issue a formal recommendation.

5. If the City Attorney finds, after investigation, that there is probable cause to determine that the Respondent has committed an act of unlawful discrimination under this Chapter, the City Attorney shall file and forward the Complaint with the Reynoldsburg Clerk of Council with a recommendation to refer the Complaint to a Hearing Officer.
6. If the City Attorney finds, after investigation, that there is insufficient evidence to establish probable cause that Respondent has committed an act of unlawful discrimination under this Chapter, the City Attorney shall dismiss the Complaint and mail notice of dismissal to the Complainant and the Respondent by certified mail, return receipt requested.

C. Hearing Officer

1. Upon receipt of the recommendation of the City Attorney that probable cause exists to determine the Respondent has committed an act of unlawful discrimination under this Chapter, the Clerk of Council shall forward the recommendation to the Mayor.
2. The Mayor shall, upon receipt of the recommendation from the City Attorney, appoint a Hearing Officer who shall be an attorney licensed to practice law in the State of Ohio.
3. If a Hearing Officer is appointed, the Hearing Officer shall conduct an administrative hearing. In the hearing, the Hearing Officer shall take testimony and considering evidence presented by and on behalf of the Complainant and the Respondent respectively. After the hearing is concluded, the Hearing Officer shall issue findings of fact and conclusions of law, and if the Hearing Officer, in the Hearing Officer's sole discretion, deems it appropriate, the Hearing Officer may issue orders and impose sanctions provided in this Chapter.
4. If the Hearing Officer determines that the respondent is engaged in an unlawful discriminatory act or practice under this chapter, the final decision of the Hearing Officer may include the issuance to the Respondent of orders to cease and desist the unlawful discriminatory acts or practices. Any orders to cease and desist shall specify a time period for the Respondent's compliance.
5. If the Hearing Officer determines that the Respondent did engage in, or continues to engage in, an unlawful discriminatory act or practice under this chapter, the final decision of the Hearing Officer may include the imposition upon the Respondent of the following:

- a. Reasonable costs of the administrative hearing, provided the cost of the Hearing Officer's services shall not be assessed against the Respondent.
 - b. Reasonable attorney fees incurred by the Complainant.
 - c. The imposition of a civil penalty in an amount not to exceed one thousand dollars (\$1,000.00); or two thousand five hundred dollars (\$2,500) if the Respondent has committed a violation of this Chapter during the five-year period preceding the date on which the Complaint was filed.
- 6. The final decision of the Hearing Officer may not include any orders for reinstatement of employment, refund of monies paid, other mitigation of damages, or any other orders for corrections or sanctions, except as provided in this section.
- 7. The final decision of the Hearing Officer may be appealed pursuant to the provisions of Chapter 2505 of the Ohio Revised Code.
- 8. The final decision issued by the Hearing Officer shall be in a writing served by ordinary United States Mail on the Respondent and the Complainant. The documents shall be deemed received and properly served upon the respondent five days following the mailing thereof. Copies of the final decision shall also be sent to the Clerk of Council and the City Attorney.

503.13 Complaints Alleging Unlawful Discriminatory Practices by the City of Reynoldsburg

If a Complaint is filed with the Clerk of Council alleging that the City, or one of its boards, commissions, departments, divisions, officials, or employees has engaged or is engaging in an unlawful discriminatory practice as defined by this Chapter, the following procedures shall apply:

- A. Upon receipt of the Complaint pursuant to Section 503.06(A)(4)(a), the City Attorney shall forward a copy of the Complaint to City Council.
- B. City Council may appoint a special counsel to conduct a preliminary investigation instead of the City Attorney
- C. The City Council may appoint a Hearing Officer to conduct a determination instead of the Mayor appointing the Hearing Officer.

503.15 Failure to comply with a subpoena.

No person shall fail to comply with a subpoena issued by the City Attorney or the Hearing Officer. Whoever violates this section is guilty of failure to comply with a subpoena, a misdemeanor of the fourth degree.

503.17 Failure to comply with an order of the Hearing Officer.

No person shall fail to comply with any portion of an order issued by the Hearing Officer within thirty days following service of the order or such period of time as the order provides, whichever is greater. Whoever violates this section is guilty of failure to comply with an order of the Hearing Officer, a misdemeanor of the first degree.

503.19 Failure to pay financial sanctions imposed by the Hearing Officer.

If a civil penalty or costs or both are imposed by the Hearing Officer on the Respondent, and any portion thereof remains unpaid thirty days following service of the order or following the expiration of the time period designated by the Hearing Officer, the City may institute civil enforcement proceedings against the Respondent.

503.21 Ethnic Intimidation

- A. No person shall violate Sections 2903.13, 2903.21, 2903, 22, 2907.06, 2911.06, 2911.07, 2911.21, 2911.211, 2913.02, 2913.04, 2917.11, 2917.12, 2917.21(A)(3) through (A)(5) of the Ohio Revised Code by reason of or where one of the motives is the victim's race, sex, sexual orientation, gender identity or expression, ethnicity, religion, national origin, disability, or military status.
- B. In a prosecution under this section, the offenders' motive, reason, or purpose may be shown by the offender's temporarily related conduct or statements before, during or after the offense, including ethnic, sexual orientation, gender identity or expression, religious or racial slurs, and by the totality of the facts, circumstances and conduct surrounding the offense.
- C. Whoever violates this Section is guilty of Ethnic Intimidation, a misdemeanor of the first degree. If the underlying offense, as a necessary element of Ethnic Intimidation, is a misdemeanor of the first degree, there shall be a minimum mandatory jail sentence of at least ten (10) days.

503.23 Severability

Should any section, clause, or paragraph of this chapter be declared invalid by a court of competent jurisdiction, the same shall not affect the validity of the Chapter as a whole or any part thereof other than the part declared invalid.

Service Department**Bill Dorman****7232 E. Main Street****Reynoldsburg OH 43068****Phone****ORDINANCE REQUEST**

DATE: November 23, 2020

TO: Public Service and Transportation Committee

RE: Contingency Appropriation for East Main Street Kroger Traffic Signal Installation Project

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed 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

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. 6630 Taylor Rd. Blacklick, OH 43004		M.P. Dory Co. 2001 Integrity Dr. S. 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 ^B	\$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 ^B	\$80.00	\$2,560.00
Traffic Control										
4	630	Sign, Flat Sheet	5.25	SF	\$30.00	\$157.50	\$187.59	\$984.85 ^B	\$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 ^B	\$2.00	\$180.00
7	644*	Stop Line	66	FT	\$350.00	\$23,100.00	\$7.50	\$495.00 ^B	\$6.60	\$435.60
8	644*	Crosswalk Line	222	FT	\$2.00	\$444.00	\$3.36	\$745.92 ^B	\$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 ^A	\$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 ^A	\$690.82	\$5,300.00	\$636.00
Traffic Signal										
12	625	Conduit, 2" 725.04	39	FT	\$30.00	\$1,170.00	\$38.60 ^A	\$1,505.40	\$26.00	\$1,014.00
13	625	Conduit, 3" 725.04	231	FT	\$35.00	\$8,085.00	\$35.10 ^A	\$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 ^B	\$78.00	\$6,474.00
15	625	Trench	131	FT	\$30.00	\$3,930.00	\$34.24	\$4,485.44 ^B	\$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 ^B	\$44.00	\$5,764.00
17	625	Pull Box , 725.08 18"	6	EACH	\$750.00	\$4,500.00	\$694.53 ^A	\$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 ^B	\$350.00	\$2,450.00
20	625	Plastic Caution Tape	262	FT	\$1.00	\$262.00	\$0.55	\$144.10 ^B	\$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 ^B	\$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 ^B	\$50.00	\$400.00
25	632	Covering of Pedestrian Signal Head	6	EACH	\$100.00	\$600.00	\$33.04	\$198.24 ^B	\$25.00	\$150.00
26	632	Pedestrian Push Button	2	EACH	\$250.00	\$500.00	\$264.17	\$528.34 ^B	\$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 ^B	\$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 ^B	\$3.30	\$2,263.80
29	632	Signal Support Foundation	4	EACH	\$4,000.00	\$16,000.00	\$4,205.89	\$16,823.56 ^B	\$5,850.00	\$23,400.00
30	632	Pedestal Foundation	2	EACH	\$1,000.00	\$2,000.00	\$614.88	\$1,229.76 ^B	\$1,080.00	\$2,160.00
31	632	Loop Detector Lead-In Cable	290	FT	\$2.00	\$580.00	\$1.13	\$327.70 ^B	\$2.30	\$667.00
32	632	Service Call , 3 Conductor, No. 6 AWG	139	FT	\$3.00	\$417.00	\$3.49	\$485.11 ^B	\$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. 6630 Taylor Rd. Blacklick, OH 43004		M.P. Dory Co. 2001 Integrity Dr. S. 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 ^B	\$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 ^A	\$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 ^B	\$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	

^A Correct Bidder's Calculated Unit Price: labor + material was incorrectly calculated by Bidder

^B 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

_____, 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: **November 23, 2020**

TO: **Public Service and Transportation Committee**

RE: 2021 Water Main Replacement

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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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: **November 23, 2020**

TO: **Public Service and Transportation Committee**

RE: 2021 Sewer Relining and Repair Project

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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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: November 23, 2020

TO: Finance and Administration Committee

RE: Kirch Group Technology Contract 2021

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
-------------------------	--------------------------	----------------------------

Emergency/Suspension: Emergency

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

Statement of necessity for Emergency passage: To have an agreement in place for January 1, 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 1st, April 1st, July 1st, and October 1st 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: November 23, 2020****TO: Finance and Administration Committee****RE: City's Health Insurance for 2021 with Medical Mutual of Ohio (MMO)**

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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Emergency/Suspension: Emergency

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

Statement of necessity for Emergency passage: To have Health Care coverage in place for employees on January 1, 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: November 23, 2020

TO: Finance and Administration Committee

RE: End of Year Financial Fund Clean-Up

Approval:

Pending Joe Begeny	Pending Chris Shook	Completed 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: November 23, 2020

TO: Finance and Administration Committee

RE: 2021 Final Budget Appropriation

Approval:

Completed Joe Begeny	Pending Chris Shook	Completed Stephen Cicak
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**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.

SECTION 11. That this ordinance is deemed to be an emergency measure necessary for the financial needs of the city and further for reason that final appropriates for operation of the City beginning January 1, 2021 and wherefore, upon adoption shall be in effect upon the signature by the Mayor.

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 Services (5100)	Supplies (5200)	Services (5300)	Debt (5400)	Other (5500)	Capital Purchases (5600)	2020 Budget Request
TRANSFERS	110	0	0	0			0	0
POLICE	111	11,462,335	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
GENERAL FUND		16,872,033	878,343	4,754,104	0	0	645,500	23,149,980

SECTION 2. That the following appropriations are hereby made in the following funds:

Fund	#	Personal Services (5100)	Supplies (5200)	Services (5300)	Debt (5400)	Other (5500)	Capital Purchases (5600)	2020 Budget Request
INCOME TAX	220	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
TOTALS		2,469,948	720,700	16,128,452	4,227,780	2,413,500	954,000	26,914,380

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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 (5100)	Supplies (5200)	Services (5300)	Debt (5400)	Other (5500)	Capital Purchases (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	492,464	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		3,500		153,500		153,500	202,836	162,822	192,695	163,000	162,739
250-000-0000	SEWER CAPACITY				32,120			32,570		64,427	64,382	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	3,285,563
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	32,584,991

Attachment: Budget 1st read (2021 Budget Appropriations)

Account Number	Account Description	2020 Adopted Budget	2021 Amended Budget	2021 Department Entry
Fund: 110 - General Fund				
EXPENSES				
Department: 000 - General				
5500 - Transfers/Other				
Department: 111 - Police Division				
5100 - Personal Services				
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
Account Classification Total: 5100 - Personal Services		\$10,097,616.00	\$10,059,728.41	\$11,462,335.00
5200 - Supplies				
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
Account Classification Total: 5200 - Supplies		\$345,500.00	\$357,054.63	\$376,900.00
5300 - Services				
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
Account Classification Total: 5300 - Services		\$956,441.00	\$959,705.79	\$929,000.00

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>
Department Total: 111 - Police Division		\$12,465,457.00	\$12,629,653.51	\$13,144,335.00

Account Number	Account Description	2020 Adopted Budget	2021 Amendment Budget	2021 Department Entry
Department: 290 - Mechanic				
<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>	<i>\$176,351.00</i>	<i>\$176,351.00</i>	<i>\$143,970.00</i>
<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>	<i>\$131,600.00</i>	<i>\$159,552.29</i>	<i>\$131,800.00</i>
<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>	<i>\$46,950.00</i>	<i>\$47,017.80</i>	<i>\$47,550.00</i>
	Department Total: 290 - Mechanic	\$355,101.00	\$362,721.09	\$323,320.00

Account Number	Account Description	2020 Adopted Budget	2020 Amended Budget	2021 Department Entry
Department: 340 - Parks and Recreation				
<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>		\$1,109,901.00	\$1,109,901.00	\$1,143,123.00
<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>		\$246,424.00	\$266,278.79	\$228,193.00
<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>		\$502,275.00	\$631,961.04	\$534,876.00
<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>		\$58,484.00	\$68,256.70	\$0.00
Department Total: 340 - Parks and Recreation		\$1,917,084.00	\$2,076,397.53	\$1,906,192.00

Account Number	Account Description	2020 Adopted Budget	2021 Amended Budget	2021 Department Entry
Department: 343 - Senior Center				
<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>
Department Total: 343 - Senior Center				
		\$252,740.00	\$274,449.23	\$224,816.00

Account Number	Account Description	2020 Adopted Budget	2021 Amended Budget	2021 Department Entry
Department: 344 - Community Events				
5100 - Personnel Services				
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
	Account Classification Total: 5100 - Personnel Services	\$105,687.00	\$105,687.00	\$104,422.00
5200 - Supplies				
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
	Account Classification Total: 5200 - Supplies	\$17,109.00	\$17,497.60	\$32,300.00
5300 - Services				
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
	Account Classification Total: 5300 - Services	\$198,365.00	\$200,965.63	\$285,955.00
Department Total: 344 - Community Events		\$321,161.00	\$324,150.23	\$420,677.00

Account Number	Account Description	2020 Adopted Budget	2021 Amended Budget	2021 Department Entry
Department: 448 - Service Department				
<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	252,907.5100	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>
	Department Total: 448 - Service Department	\$1,297,293.00	\$1,433,496.95	\$1,451,066.00

Account Number	Account Description	2020 Adopted Budget	2021 Amendment Budget	2021 Department Entry
Department: 479 - Building Department				
<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>
Department Total: 479 - Building Department		\$577,049.00	\$634,462.46	\$772,925.00

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
Department: 534 - Civil Service Commission				
5100 - Personal Services				
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
	Account Classification Total: 5100 - Personal Services	\$66,408.00	\$66,408.00	\$68,559.00
5200 - Supplies				
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
	Account Classification Total: 5200 - Supplies	\$3,000.00	\$3,179.10	\$3,000.00
5300 - Services				
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
	Account Classification Total: 5300 - Services	\$36,000.00	\$37,000.00	\$36,800.00
5600 - Capital Purchases				
5631	Furniture and Fixtures	0.0000	0.0000	500.0000
	Account Classification Total: 5600 - Capital Purchases	\$0.00	\$0.00	\$500.00
Department Total: 534 - Civil Service Commission		\$105,408.00	\$106,587.10	\$108,859.00

Account Number		Account Description	2020 Adopted Budget	2020 Amended Budget	2021 Department Entry
Department: 545 - City Auditor					
<i>5100 - Personnel Services</i>					
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>			\$386,552.00	\$386,552.00	\$375,262.00
<i>5200 - Supplies</i>					
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>			\$5,500.00	\$5,500.00	\$6,500.00
<i>5300 - Services</i>					
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>			\$101,490.00	\$101,783.05	\$106,560.00
Department Total: 545 - City Auditor			\$493,542.00	\$493,835.05	\$488,322.00

Account Number	Account Description	2020 Adopted Budget	4/1/21 Amended Budget	4/1/21 Department Entry
Department: 554 - City Attorney				
<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>
Department Total: 554 - City Attorney		\$666,913.00	\$678,660.79	\$679,966.00

Account Number	Account Description	2020 Adopted Budget	2021 Amended Budget	2021 Department Entry
Department: 571 - City Council				
5100 - Personal Services				
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>	\$196,029.00	\$196,029.00	\$196,777.00
5200 - Supplies				
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>	\$2,000.00	\$2,000.00	\$2,300.00
5300 - Services				
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>	\$55,850.00	\$55,850.00	\$55,850.00
	Department Total: 571 - City Council	\$253,879.00	\$253,879.00	\$254,927.00

Account Number	Account Description	2020 Adopted Budget	2021 Amended Budget	2021 Department Entry
Department: 580 - Development Department				
<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
	Account Classification Total: 5100 - Personal Services	\$315,515.00	\$319,390.00	\$331,719.00
<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
	Account Classification Total: 5200 - Supplies	\$3,250.00	\$3,258.59	\$3,250.00
<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
	Account Classification Total: 5300 - Services	\$148,000.00	\$212,566.63	\$160,700.00
Department Total: 580 - Development Department		\$466,765.00	\$535,215.22	\$495,669.00

Account Number	Account Description	2020 Adopted Budget	2020 Amended Budget	2021 Department Entry
Department: 582 - Human Resources Department				
<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	4,064.6600	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>
Department Total: 582 - Human Resources Department		\$171,914.00	\$175,193.46	\$178,859.00

Account Number	Account Description	2020 Adopted Budget	2021 Amendment	2021 Department Entry
Department: 584 - Computer Department				
5200 - Supplies				
5201	Office Supplies	250,000	250,000	250,000
5203	Computer Supplies	12,750,000	13,522,560	12,750,000
	Account Classification Total: 5200 - Supplies	\$13,000.00	\$13,772.56	\$13,000.00
5300 - Services				
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
	Account Classification Total: 5300 - Services	\$432,420.00	\$499,541.53	\$459,354.00
5600 - Capital Purchases				
5639	Other Equipment	104,750,000	133,573,750	164,600,000
	Account Classification Total: 5600 - Capital Purchases	\$104,750.00	\$133,573.75	\$164,600.00
	Department Total: 584 - Computer Department	\$550,170.00	\$646,887.84	\$636,954.00

Account Number	Account Description	2020 Adopted Budget	2021 Amended Budget	2021 Department Entry
Department: 593 - Clerk of Courts				
<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>
Department Total: 593 - Clerk of Courts		\$468,451.00	\$475,745.87	\$405,912.00

Account Number	Account Description	2020 Adopted Budget	2021 Amended Budget	2021 Unapportioned Entry
Department: 595 - General and Administrative				
<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>
	Department Total: 595 - General and Administrative	\$1,046,900.00	\$1,445,909.81	\$1,048,401.00

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

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Mayor's Budget Comments

2020 Adopted Budget 2021 Department Entry Department Entry Comments

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	1,500.0000
5203	Computer Supplies	450.0000	500.0000

Account Classification Total: 5200 - Supplies

5300 - Services \$750.00 \$750.00 \$2,000.00

5300 - Services

5321	Professional Training	0.0000	500.0000
5322	Conference/Reimb	1,000.0000	1,000.0000
5323	Publications	200.0000	200.0000
5324	Professional Association Dues	525.0000	525.0000
5339	Misc Contract Services	75,000.0000	75,000.0000
5353	Employee Fidelity Bond	75.0000	75.0000
5362	Equipment Maintenance	425.0000	425.0000
5373	Auditor/Treasurer Fees	4,000.0000	4,000.0000
5379	Other Governmental Billings	10,000.0000	10,000.0000
5391	Postage	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
5529	Miscellaneous Distributions	800,000.0000	800,000.0000
5530	Enterprise Zone Payment	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

Attachment: Budget 1st read (2021 Budget Appropriations)

Mayor's Budget Comments

Department Entry Comments

2020 Adopted Budget

2020 Adopted Budget

2020 Adopted Budget

Account Number Account Description

Fund: 230 - Permissive Tax Fund

EXPENSES

Department: 000 - General

Project: 0159 - 2017 Street Program

5600 - Capital Purchases

5651 Street Resurfacing

Account Classification Total: 5600 - Capital Purchases	0.0000	0.0000	
Project Total: 0159 - 2017 Street Program	\$0.00	\$0.00	\$0.00

Project: 0174 - 2020 Street Program

5600 - Capital Purchases

5651 Street Resurfacing

Account Classification Total: 5600 - Capital Purchases	0.0000	0.0000	
Project Total: 0174 - 2020 Street Program	\$0.00	\$0.00	\$0.00

Department Total: 000 - General

EXPENSES Total

Fund EXPENSE Total: 230 - Permissive Tax Fund

\$0.00 \$0.00 \$0.00

Mayor's Budget Comments

Entry Department Entry Comments

2020 Adopted Budget

Budget

2021 Unapportioned

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

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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
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CITY OF REYNOLDSBURG

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Mayor's Budget Comments

2020 Adopted Budget

2020 Adopted Budget

2020 Adopted Budget

2020 Adopted Budget

2020 Adopted Budget

Account Description

Account Number

Account Number

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

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Mayor's Budget Comments

2021 Department
Entry Department Entry Comments

2020 Adopted Budget

Account Number Account Description

Department: 268 - Street Department

5100 - Personal Services

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
Account Classification Total: 5100 - Personal Services		\$715,384.00	\$715,384.00	\$759,880.00

5200 - Supplies

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
Account Classification Total: 5200 - Supplies		\$293,500.00	\$317,177.20	\$293,500.00

5300 - Services

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
Account Classification Total: 5300 - Services		\$148,830.00	\$162,283.29	\$148,830.00

5600 - Capital Purchases

5632	Motor Vehicles	310,000.0000	310,000.0000	50,000.0000
5639	Other Equipment	0.0000	17,660.0000	0.0000
Account Classification Total: 5600 - Capital Purchases		\$310,000.00	\$327,660.00	\$50,000.00
Department Total: 268 - Street Department		\$1,467,714.00	\$1,522,504.49	\$1,252,210.00
EXPENSES Total		\$1,467,714.00	\$1,522,504.49	\$1,252,210.00
Fund EXPENSE Total: 260 - Street Fund		\$1,467,714.00	\$1,522,504.49	\$1,252,210.00

New pickup truck with plow.

Increase based on age of facilities and need for more frequent repairs.

Attachment: Budget 1st read (2021 Budget Appropriations)

CITY OF REYNOLDSBURG

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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
Account Classification Total: 5200 - Supplies		\$70,000.00	\$70,000.00	\$70,000.00
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
Account Classification Total: 5300 - Services		\$24,000.00	\$24,498.51	\$24,000.00
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

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Mayor's Budget Comments

Department Entry Comments

2021 Anticipated Budget

2020 Adopted Budget

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
<i>Account Classification Total: 5400 - Debt Service</i>				
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
<i>Account Classification Total: 5400 - Debt Service</i>				
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

Attachment: Budget 1st read (2021 Budget Appropriations)

CITY OF REYNOLDSBURG

Account Number	Account Description	2020 Adopted Budget	2020 Amended Budget	2021 Unapportioned 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		
	Account Class/Section Total: 000 - Transfers/Other	\$0.00	\$810.51	\$0.00		
	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

Mayor's Budget Comments

Department Entry Comments

2021 Department Entry

2020 Amended Budget

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

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	259,273.0000	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	
Account Classification Total: 5100 - Personal Services		\$479,400.00	\$479,400.00	\$504,797.00	

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	
Account Classification Total: 5200 - Supplies		\$173,000.00	\$185,602.58	\$173,200.00	

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	
Account Classification Total: 5300 - Services		\$5,529,175.00	\$6,508,158.36	\$5,691,122.00	

CITY OF REYNOLDSBURG

9.g.a

Account Number	Account Description	2020 Adopted Budget	2021 Amended Budget	2021 Department Entry	Department Entry Comments	Mayor's Budget Comments
5500 - Transfers/Other						
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>		
5600 - Capital Purchases						
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>		
	Department Total: 735 - Water Division	\$6,795,074.00	\$7,802,208.44	\$6,782,619.00		

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: 991 - 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

Department Entry Comments

2020 Adopted Budget

2020 Amended Budget

Account Number Account Description

Fund: 720 - Wastewater/Sewer Fund					
EXPENSES					
Department: 000 - General					
Project: 0157 - 2017 Rocky Den & Red Fox Sewer					
5600 - Capital Purchases					
5622	Sewer Lines	0.0000		0.0000	
Account Classification Total: 5600 - Capital Purchases		\$0.00	\$0.00	\$0.00	\$0.00
Project Total: 0157 - 2017 Rocky Den & Red Fox Sewer					
Project: 0165 - 2018 Sanitary Sewer Rehab Proj					
5600 - Capital Purchases					
5622	Sewer Lines	0.0000		0.0000	
Account Classification Total: 5600 - Capital Purchases		\$0.00	\$0.00	\$0.00	\$0.00
Project Total: 0165 - 2018 Sanitary Sewer Rehab Proj					
Project: 0176 - Rosehill/Kaiser Sewer Improv.					
5600 - Capital Purchases					
5622	Sewer Lines	0.0000		0.0000	
Account Classification Total: 5600 - Capital Purchases		\$0.00	\$0.00	\$0.00	\$0.00
Project Total: 0176 - Rosehill/Kaiser Sewer Improv.					
Department Total: 000 - General		\$0.00	\$0.00	\$0.00	\$0.00

CITY OF REYNOLDSBURG

9.g.a

Account Number		Account Description	2020 Adopted Budget	2021 Amended Budget	2021 Department Entry	Department Entry Comments	Mayor's Budget Comments
Department: 736 - Wastewater Division							
<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		
		Account Classification Total: 5100 - Personal Services	\$538,635.00	\$538,635.00	\$555,803.00		
<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		
		Account Classification Total: 5200 - Supplies	\$110,500.00	\$113,473.10	\$105,000.00		
<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	6,094,773.4800	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	
		Account Classification Total: 5300 - Services	\$5,414,634.00	\$6,519,672.64	\$5,622,460.00		
<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	
		Account Classification Total: 5600 - Capital Purchases	\$613,499.00	\$629,047.50	\$413,500.00		
		Department Total: 736 - Wastewater Division	\$6,677,268.00	\$7,800,828.24	\$6,696,763.00		

Attachment: Budget 1st read (2021 Budget Appropriations)

CITY OF REYNOLDSBURG

Mayor's Budget Comments

2020 Adopted Budget

2020 Amended Budget

2021 Department Entry

Department Entry Comments

Account Number Account Description

Department: 991 - Debt Service

5400 - Debt Service

5414 G. O. Bond-Principal

5424 G. O. Bond-Interest

37,100,000.00

2,844,000.00

37,100,000.00

2,844,000.00

38,100,000.00

1,920,000.00

\$39,944.00

\$39,944.00

\$40,020.00

\$40,020.00

\$6,717,212.00

\$7,840,772.24

\$6,736,783.00

\$6,736,783.00

EXPENSES Total

Department Total: 991 - Debt Service

Account Classification Total: 5400 - Debt Service

Fund EXPENSE Total: 720 - Wastewater/Sewer Fund

\$6,717,212.00

\$7,840,772.24

\$6,736,783.00

\$6,736,783.00

CITY OF REYNOLDSBURG

9.g.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		
	<i>Account Classification Total: 5600 - Capital Purchases</i>	\$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		
	<i>Account Classification Total: 5600 - Capital Purchases</i>	\$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		
	<i>Account Classification Total: 5600 - Capital Purchases</i>	\$0.00	\$0.00	\$0.00		
	Project Total: 0173 - Davidson Drive Improvements	\$0.00	\$0.00	\$0.00		
Project: 0174 - Davidson Drive Improvements						
5600 - Capital Purchases						
5623	Stormwater Lines	0.0000		0.0000		
	<i>Account Classification Total: 5600 - Capital Purchases</i>	\$0.00	\$0.00	\$0.00		
	Project Total: 0174 - Davidson Drive Improvements	\$0.00	\$0.00	\$0.00		
Project: 0174 - 2020 Street Program						
5600 - Capital Purchases						
5623	Stormwater Lines	0.0000		0.0000		
	<i>Account Classification Total: 5600 - Capital Purchases</i>	\$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
Department: 737 - Storm Water Division						
<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>		
5200 - Supplies						
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>		
5300 - Services						
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>		
5600 - Capital Purchases						
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>		
Department Total: 737 - Storm Water Division						
		\$1,583,355.00	\$1,699,528.48	\$1,432,707.00		
Department: 991 - Debt Service						
<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>		
Department Total: 991 - Debt Service						
		\$122,967.00	\$122,967.00	\$125,595.00		
EXPENSES Total						
		\$1,706,322.00	\$1,816,495.48	\$1,558,302.00		
Fund EXPENSE Total: 740 - Storm Water Drainage Fund						
		\$1,706,322.00	\$1,816,495.48	\$1,558,302.00		

CITY OF REYNOLDSBURG

9.g.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

Private Hauler Contract

2,466,000.00

2,800,061.7500

2,480,000.0000

2,480,000.0000

2,480,000.0000

Postage

15,000.0000

15,000.0000

12,000.0000

12,000.0000

12,000.0000

Other Miscellaneous Services

55,000.0000

55,246.4400

110,000.0000

110,000.0000

110,000.0000

Account Classification Total: 5300 - Services

\$2,538,000.00

\$2,870,308.19

\$2,604,000.00

\$2,604,000.00

\$2,604,000.00

Department Total: 738 - Refuse Collection

\$2,538,000.00

\$2,873,546.24

\$2,604,000.00

\$2,604,000.00

\$2,604,000.00

EXPENSES Total

\$2,538,000.00

\$2,873,546.24

\$2,604,000.00

\$2,604,000.00

\$2,604,000.00

Fund EXPENSE Total: 750 - Solid Waste Fund

\$2,538,000.00

\$2,873,546.24

\$2,604,000.00

\$2,604,000.00

\$2,604,000.00

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)

Attachment: Budget 1st read (2021 Budget Appropriations)

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

Mayor's Budget Comments

Entry Department Entry Comments

Z/LUO Amended Budget

2020 Adopted Budget

Account Number Account Description

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

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	400,000,000.00		
		Account Classification Total: 5500 - Transfers/Other	\$5,000,000.00	\$5,000,000.00	\$400,000,000.00		
		Department Total: 000 - General	\$5,000,000.00	\$5,000,000.00	\$400,000,000.00		
		EXPENSES Total	\$5,000,000.00	\$5,000,000.00	\$400,000,000.00		
Fund EXPENSE		Total: 943 - JEDD3-ETNA-REYNOLDSBURG	\$5,000,000.00	\$5,000,000.00	\$400,000,000.00		

CITY OF REYNOLDSBURG

Mayor's Budget Comments

2021 Department Entry Department Entry Comments

2020 Adopted Budget

2020 Amended Budget

Account Number Account Description

Fund: 944 - JEDD4-ETNA-REYNOLDSBURG

EXPENSES

Department: 000 - General

5500 - Transfers/Other

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 Tlef

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 Totals: 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/Tlef Distributions	1,150,000.0000	1,150,000.0000	0.0000
	<i>Account Classification Totals: 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 Tlef	\$1,746,829.00	\$1,746,829.00	\$30,000.00

CITY OF REYNOLDSBURG

Mayor's Budget Comments

Department Entry Comments

2021 Unapportioned

2020 Amended Budget

2020 Adopted Budget

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>	

Project: 4001 - Tier-Home Depot

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>	
	Project Total: 4001 - Tier-Home Depot	\$2,000.00	\$2,000.00	\$2,000.00	

Project: 4002 - Tier-Walgreens

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>	
	Project Total: 4002 - Tier-Walgreens	\$2,000.00	\$2,000.00	\$2,000.00	
	Department Total: 000 - General	\$179,000.00	\$179,000.00	\$4,000.00	

CITY OF REYNOLDSBURG

Mayor's Budget Comments

2021 Department Entry Department Entry Comments

2021 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

\$80,525.00 \$80,525.00 \$79,250.00

\$80,525.00 \$80,525.00 \$79,250.00

\$259,525.00 \$259,525.00 \$83,250.00

\$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

Mayor's Budget Comments

Entry Department Entry Comments

2021 Department

2020 Amended Budget

2020 Adopted Budget

Account Number Account Description

Fund: 973 - Summit Rd Tif #1

EXPENSES

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
EXPENSES Total		\$2,000.00	\$2,000.00	\$2,000.00
Fund EXPENSE Total: 973 - Summit Rd Tif #1		\$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
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Fund: 974 - Taylor Rd Tif #1

EXPENSES

Department: 000 - General

Project: 4000 - Tif-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 - Tif-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 Tif #1	\$500.00	\$500.00	\$500.00		

Mayor's Budget Comments

Department Entry Comments

2021 Department

2020 Adopted Budget

2020 Amended Budget

Account Number

Account Description

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: November 23, 2020

TO: Public Service and Transportation Committee

RE: Bridge Inspection Services Contract

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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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
Single Span	170	158	24	0	352
Multi-Span	21	18	29	15	83
Culvert	156	45	0	0	201
Truss	0	0	2	0	2
Underwater Inspection	0	0	0	0	0
Fracture Critical Inspection	0	4	0	0	4
Load Rating**	149	75	16	10	250

* 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.

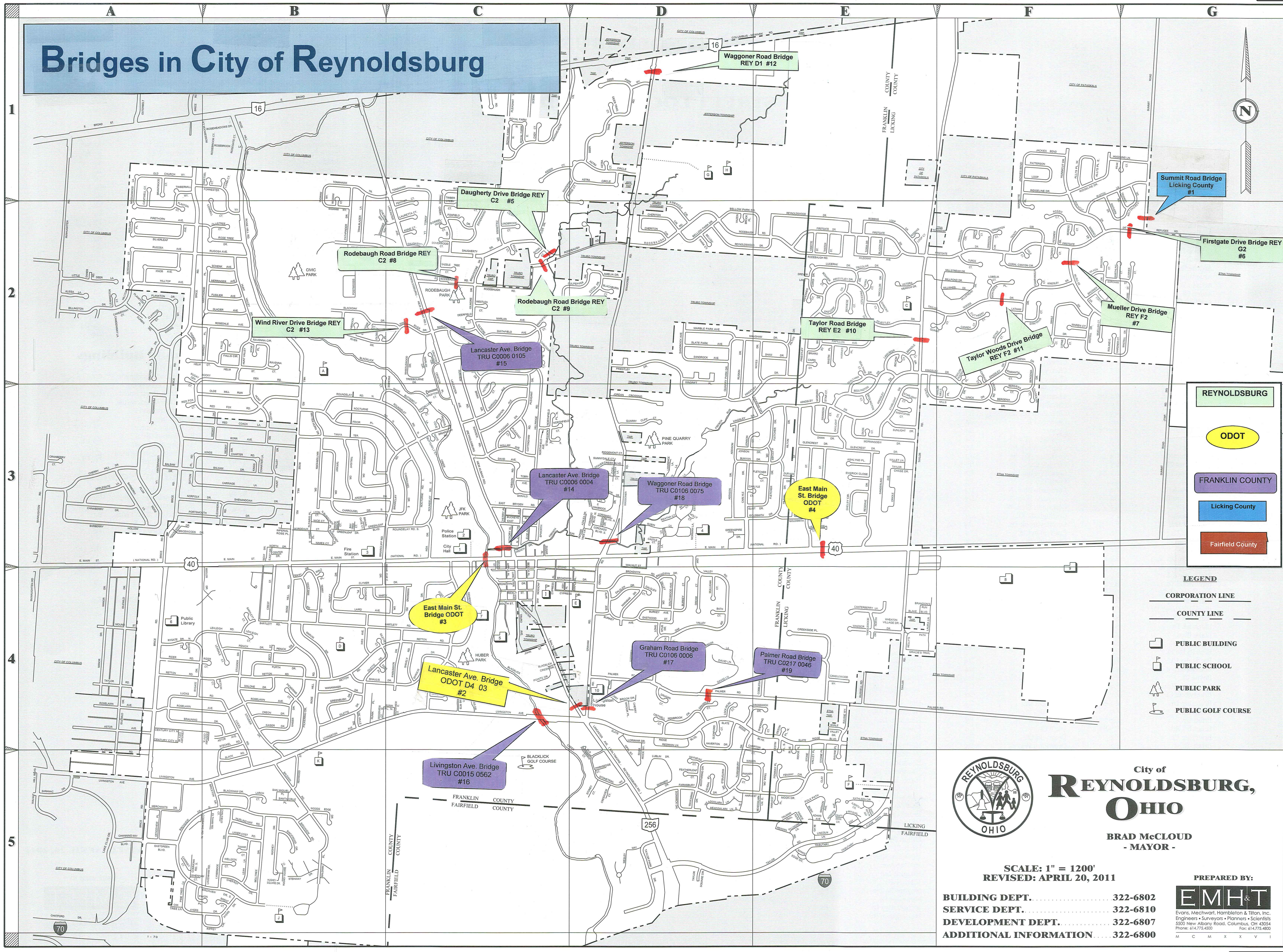
TASK 5 – BRIDGE INSPECTION

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 21st 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



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 McLOUD - 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

Attachment: 2017 Bridge map (Bridge Inspection Agreement)

Service Department**Bill Dorman****7232 E. Main Street****Reynoldsburg OH 43068****Phone****ORDINANCE REQUEST**

DATE: November 23, 2020

TO: Public Service and Transportation Committee

RE: Franklin County Health Department Contract

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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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

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:

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

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

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

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

Water and Wastewater Department

Paul Hellman

614-322-4500 Phone

ORDINANCE REQUEST

DATE: **November 23, 2020**

TO: **Public Service and Transportation Committee**

RE: **2021 Water Rate Increase**

Approval:

Completed Joe Begeny	Completed Chris Shook	Skipped Stephen Cicak
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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.

Total increase W/S Charge only for 2021
using 24000 gallons of Water/Quarter

Attachment: Rate increase information Sheet (2021 Water Rates)

Water and Wastewater Department

Paul Hellman

614-322-4500 Phone

ORDINANCE REQUEST

DATE: **November 23, 2020**

TO: **Public Service and Transportation Committee**

RE: **2021 Wastewater Rate Increase**

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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Emergency/Suspension: Emergency

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

City of Columbus is charging us a 3% increase 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

	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	9.05
Increase from 2020 % Water	2.00%	8.53	8.69
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

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

DATE: November 23, 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 Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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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

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160.01 DEFINITIONS

Active Pay Status: Except where otherwise defined in this manual, active pay status is a period when an employee is eligible to receive pay directly from the City and includes hours worked, and/or paid leave.

ADA: Americans With Disabilities Act.

Appointing Authority: Elected Official, commission, board or body having the power to appoint, to remove, to suspend or otherwise discipline positions in any office, department, commission, or board.

BWC: abbreviation for Ohio Bureau of Workers' Compensation.

City: The City of Reynoldsburg, Ohio.

Classification (Class): a position, or group of positions that involve similar responsibilities and require similar qualifications to which the same schedule of compensation equitably applies.

Classification Plan (Class Plan): alphabetically arranged compilation of the classification specifications for employees of the City.

Classification Series: classifications which are closely related, and grouped to form a career progression.

Classification Title: descriptive name of a group of positions similar enough to be included under a single classification.

Classified Service: all persons in the employ of the City, not specifically included in the unclassified service.

Collective Bargaining Agreement: written agreement(s) entered into between the City and an exclusive representative of employees of the City pursuant to ORC Section 4117.

Commission: the Civil Service Commission of the City of Reynoldsburg, Ohio.

Compensatory Time: the substitution of earned hours off, in lieu of overtime pay.

Continuous Service: uninterrupted service of an employee with the City where no break in service occurs. Authorized leaves of absence, or any separation from service which carries with it the right to reinstatement or reemployment shall not constitute a break in service provided the employee is reinstated or reemployed within the allowable time. However, time spent on a leave of absence without pay, layoff, or other separation shall not be included where the completed service of the employee is utilized to determine eligibility for City-provided benefits, except where the employee has a right to such benefits under USERRA (Military Leave).

Day(s): unless otherwise specified, means calendar day(s).

Demotion: change in position that reduces the employee's scope of responsibility and compensation.

Department: city organizational unit directed and controlled by the City and charged with a specific public service function and mission.

Department Head: supervisor (as defined herein) charged with the responsibility of managing a department on behalf of the City. Also called Director in some departments.

Designee: any person authorized by the City or management official to perform a function with or on behalf of the City or management official.

Director: an unclassified supervisor (as defined herein) charged with the responsibility of managing a department on behalf of the City.

Discourteous Treatment: failure by an employee to treat others with respect, in a polite and courteous manner.

Dishonesty: disposition to lie, cheat, or defraud; untrustworthiness; lack of integrity.

Distribution: an act of distributing goods, materials, and/or written materials or literature.

Division: city organizational unit directed and controlled by the City and charged with a specific public service function and mission.

Division Head: supervisor (as defined herein) charged with the responsibility of managing a division on behalf of the City. Also called Superintendent in some divisions.

Earned Time: includes hours actually worked plus hours granted to the employee by the City for holiday, and/or any paid leave provided.

~~Temporary Appointment: an appointment may be made by the Appointing Authority without regard to the Chapter 160 or the rules of O.R.C. 124.01 to 124.64, but in no case to continue longer than six months, and in no case shall successive appointments be made.~~

Employee: any person holding a position subject to appointment, removal, promotion, or demotion by the Appointing Authority.

Employee, Classified: an employee included in the Classified Civil Service of the City of Reynoldsburg as defined by City Charter.

Employee, Half-Time: part-time employee who regularly works 20 hours per week who will receive sick time of 2.30 hours per pay, vacation at 1.54 hours per pay, and holiday pay at 4 hours per holiday.

Employee, Full-Time: an employee whose employment is expected to continue for longer than one year and who normally works a standard workweek of a minimum of 37.5

Employee, Seasonal: An individual hired primarily to perform services which because of climatic conditions or because of the seasonal nature of such service, it is customary to operate only during regular periods of forty weeks or less in any consecutive fifty-two weeks.

Employee, Service Date: date on which an employee was appointed to initial employment with the City adjusted for time off without pay, or any prior service credit.

Employee, Three-quarter time: part-time employee who regularly works 30 hours per week who will receive sick time of 3.45 hours per pay, vacation at 2.31 hours per pay, and holiday pay at 6 hours per holiday.

Excused Absence: absence from work with the approval of the Appointing Authority or appropriate designee (e.g., sick leave, vacation, holiday, unpaid leave of absence, etc.).

Exempt Employee: salaried employee determined to be exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act, and who therefore does not have to legally be paid the statutory minimum wage and/or be compensated, at premium rates, for additional hours worked in the workweek.

FLSA: abbreviation for the Fair Labor Standards Act.

FML: abbreviation for Family and Medical Leave.

Flex-Time: adjustment of an employee's work hours to avoid the employee working in excess of 40 hours in one (1) workweek or any other standard work period established in accordance with the FLSA.

Interim Appointment: Interim appointment, made necessary by reason of sickness, disability, or other approved leave of absence of regular officers or employees shall continue only during, such period of sickness, disability or other approved leave of absence. Interim appointments shall be made only to fill a vacancy that results from an employee's absence, or to fill a vacancy that results because of an other employee receives an interim appointment.

Injury Leave: period of time granted by the Appointing Authority or designee for inability of the employee to work because of an on-the-job accident substantiated by a medical report.

Legal Holidays: days proclaimed by the Mayor as days which employees are normally not required to work and are paid the normal hours per day at the employee's prevailing rate, according to the schedule set forth in Section 5.06 or 5.061 herein, as applicable.

Length of Service: interval from the employees service date to any given date.

Longevity: Full-time employees of the City shall be eligible for longevity compensation at the conclusion of six years of continuous service. Payment will be made annually as a lump sum.

Non-Exempt Employee: an employee who is entitled to be paid the federal minimum wage and to be paid at the rate of one and one-half (1 1/2) times the employee's regular rate of pay for all hours worked in excess of 40 in the established workweek or other standard work period established in accordance with the FLSA.

O.R.C.: abbreviation for the Ohio Revised Code. Also abbreviated as R.C. when followed by a chapter or section number.

OSHA: abbreviation for Ohio's Occupational Safety and Health Act.

Occasional Labor/Independent Contract: an employee who works on an irregular schedule which is determined by the fluctuating demands of the work and is generally not predictable and not paid through a timesheet.

Overtime: time worked by non-exempt full-time employees in excess of the normal schedule.

PART-TIME

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>
(a) ADMINISTRATIVE			
Mayor	1	Unclassified	See Sect.141.01
Auditor	1	Unclassified	See Sect.143.01
City Attorney	1	Unclassified	See Sect.147.03
Asst. City Attorney	1	Unclassified	22
Asst. City Prosecutor	2 p/t	Unclassified	19
City Attorney Secretary	1	Unclassified	15
City Attorney Clerk	1	Classified	12
Criminal Justice Program Administrator	1	Unclassified	12
Mayor's Secretary	1	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) DEPARTMENT OF COMPUTER SYSTEMS			
Director of Computer Systems	1	Unclassified	22
Network Systems Administrator	1	Classified	19
(c) DEPARTMENT OF DEVELOPMENT			
Development Director	1	Unclassified	22
Development Director			
Administrative Assistant	1	Unclassified	13
Planning & Zoning Administrator	1	Classified	19
(d) HUMAN RESOURCES DEPARTMENT			
Director of Human Resources	1	Unclassified	22
Human Resources Generalist	1	Unclassified	12

(e) PARKS & RECREATION DEPARTMENT

Director	1	Unclassified	22
Administrative Assistant	1	Unclassified	13
Senior Center Manager	1	Classified	16
Special Events/Media Coordinator	1	Unclassified	12
Senior Citizens Assistant	2 p/t	Classified	75
Senior Center Activities Instructor	1 p/t	Classified	53
Recreation Superintendent	1	Classified	16
Grounds Superintendent	1	Classified	16
Assistant Grounds Superintendent/Arborist	1	Classified	14
Parks Grounds Maintenance	2	Classified	3-4
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	9 <u>10</u>
Detective Bureau Administrative Assistant	1	Classified	9
Command & Staff Administrative Assistant	1	Classified	10-11
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 Supervisor <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	\$ 15.15	\$ 15.91	\$ 16.70	\$ 17.54	\$ 18.41	\$ 19.34	\$ 20.30
4	\$ 15.29	\$ 16.88	\$ 18.51	\$ 20.12	\$ 21.74	\$ 23.30	\$ 24.96
5	\$ 15.67	\$ 17.30	\$ 18.97	\$ 20.62	\$ 22.29	\$ 23.89	\$ 25.58
6	\$ 15.98	\$ 17.65	\$ 19.35	\$ 21.02	\$ 22.73	\$ 24.36	\$ 26.09
7	\$ 16.56	\$ 18.00	\$ 19.74	\$ 21.44	\$ 23.18	\$ 24.85	\$ 26.61
8	\$ 17.48	\$ 19.13	\$ 20.78	\$ 22.45	\$ 24.08	\$ 25.75	\$ 27.41
9	\$ 18.32	\$ 20.05	\$ 21.78	\$ 23.53	\$ 25.24	\$ 26.99	\$ 28.73
10	\$ 18.78	\$ 20.55	\$ 22.53	\$ 24.12	\$ 25.87	\$ 27.67	\$ 29.45
11	\$ 19.15	\$ 20.96	\$ 22.77	\$ 24.60	\$ 26.38	\$ 28.22	\$ 30.04
12	\$ 19.53	\$ 21.38	\$ 23.23	\$ 25.09	\$ 26.91	\$ 28.78	\$ 30.64
13	\$ 19.92	\$ 21.81	\$ 23.69	\$ 25.59	\$ 27.45	\$ 29.36	\$ 31.25
14	\$ 20.32	\$ 22.24	\$ 24.16	\$ 26.11	\$ 27.99	\$ 29.95	\$ 31.88
15	\$ 20.65	\$ 22.69	\$ 24.65	\$ 26.63	\$ 28.55	\$ 30.55	\$ 32.52

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	\$ 24.50 <u>26.00</u>	\$ 34.00 <u>40.00</u>
15	\$ 25.50 <u>27.00</u>	\$ 36.00 <u>42.00</u>
16	\$ 26.00 <u>28.00</u>	\$ 38.00 <u>44.00</u>
17	\$ 27.00 <u>29.00</u>	\$ 41.00 <u>46.00</u>
18	\$ 28.00 <u>30.00</u>	\$ 43.00 <u>48.00</u>
19	\$ 29.00 <u>31.00</u>	\$ 45.00 <u>50.00</u>
20	\$ 31.00 <u>32.00</u>	\$ 47.00 <u>52.00</u>
21	\$ 33.00 <u>34.00</u>	\$ 49.00 <u>54.00</u>
22	\$ 35.00 <u>36.00</u>	\$ 51.00 <u>56.00</u>

* Scale will automatically adjust by 2% each year beginning 2022.

(c) Senior Police Management

Pay Grade	Minimum	Maximum
24A	\$ 45.00 <u>50.00</u>	\$ 60.00 <u>65.00</u>
26A	\$ 50.00 <u>55.00</u>	\$ 65.00 <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 th year	9 th year	\$550.00 annually
10 th year	14 th year	\$ 600.00 annually
15 th year	19 th year	\$ 650.00 annually
20 th year	----	\$ 700.00 annually

Employee must be employed by the City of Reynoldsburg on their longevity payment date to receive longevity pay. Longevity pay will not be prorated.

160.08 ADMINISTRATION OF PAY PLAN

(a) SALARY SCHEDULE AND PAY GRADES

- ~~1) Effective July 1, 2019-2021 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 15th of each year or as determined by the appropriate Labor Agreement.
 - A. The following shall apply for each full-time employee and is eligible for Medicare coverage:

The City will reimburse said full-time employee or elected official for qualified medical expenses and prescriptions that meet the insurance plan

deductible coverage up to the same contribution level of those not eligible for Medicare coverage.

3. Full-time employees required to forfeit insurance coverage because their spouse is also a covered City employee shall receive twenty-five (25) dollars per month while such forfeiture is in effect.
4. Full-time employees may “opt out” of City provided health insurance provided they supply a certificate of coverage from another provider. Employees who “opt out” of employee only coverage will be paid One Thousand Five Hundred Dollars (\$1,500.00) annually. Employees who “opt out” of family coverage will be paid Two Thousand Five Hundred Dollars (\$2,500.00) annually and any employee opting to take employee only coverage in lieu of family coverage, except as determined by Section (4) above, will be paid One Thousand Five Hundred Dollars (\$1,500.00) annually. All dates of payments made under this “opt out” provision will be determined by the Auditor.
5. Each permanent three-quarter (30 hour) or more employee shall receive a minimum of Fifty Thousand Dollars (\$50,000.00) or one times annual salary Life insurance rounded off to the next higher One Thousand Dollars (\$1,000.00), plus an equal amount of Accidental Death Insurance. Part-time elected officials do not receive Life Insurance benefits. Premiums shall be fully paid by the City. The city shall provide police liability insurance for all police officers.

Effective January 1, 2001 each full-time, non-bargaining unit employee is entitled to disability benefits provided by an insurance carrier, the premium of which is paid by the City of Reynoldsburg.

160.10 EDUCATIONAL ASSISTANCE

1. All full-time employees are eligible to participate in the Educational Assistance Incentive Program of the City. Participation is voluntary and available to those who elect job-related self-development activities during non-working hours. All coursework must be taken in accordance with a Planned Program of Professional Improvement approved by the appointing authority in advance.
2. The allowances for assistance are as follows:
 - A. All full-time employees are eligible to participate in the Educational Assistance Incentive Program of the City. Participation is voluntary and available to those who elect job-related self-related self-development activities during non-working hours. All coursework must be taken in

accordance with a Planned Program of Professional Improvement approved by the appointing authority in advance.

B. The allowances for assistance are as follows:

1. The annual allowance for college credit coursework education assistance (per employee) is \$3,000.00 per academic year.
 2. The annual allowance for non-college credited coursework education assistance (per employee is \$1,000.00 per academic year
 3. Annual text book reimbursement shall not exceed fifty percent (50%) of the actual cost of textbooks for college credit coursework and \$250.00 for non-college credit coursework during the academic year.
 4. All coursework must be preapproved before commencement of the course
3. To qualify for assistance, plan participants shall satisfactorily complete the course(s) with a grade of C or better, or pass a pass/fail course. Reimbursement shall be made upon submission of official transcripts, tuition statements, and receipts for textbooks.
 4. An employee who has received educational assistance must remain an employee for one (1) year following completion of the courses for which assistance was received. Should an employee separate from service with the City of Reynoldsburg within the one (1) year period, except in the event of a disability retirement, that employee must repay any assistance received in the one (1) year period.

160.11 CITY CLOTHING PROVIDED

1. The Appointing Authority reserves the right to prescribe appropriate attire and grooming and to set standards which are deemed to be in the best interest of the City and ensure an appropriate image for the City.
2. The Appointing Authority requires that an employee's clothing, grooming, and overall appearance be appropriate, in good taste, present a favorable public image, and be in conformity with regulations established by the City due to the specialized nature of service provided or the employment position maintained.
3. Clothing shall be conducive to the safe and effective performance of required job duties.
4. Certain employees may be required to wear regulation uniforms while on duty. The applicable departments may establish policies and procedures governing uniforms. When employees are required to wear a regulation uniform, the City shall provide the uniforms and/or provide a uniform allowance as prescribed by the City ordinance or applicable collective bargaining agreement.
5. Employees are required to keep uniforms neat, clean, and in good repair. City-issued uniforms may only be worn by employees while conducting official City business.

6. The City shall provide standard work clothing and safety equipment for all maintenance employees of the Parks and Recreation, Service, Street, Vehicle Maintenance, Water/Waste Water, Storm Water Utility and the Building Department employees. Each item of work clothing shall be suitably and permanently identified as belonging to the City. Any item unaccounted for shall be charged to the employee.
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
Trooper Winter Hat — 1	Gloves — 1 pair
Hat, Summer — 1	Flashlight — 1 (3-cell)
Raincoat Cover — 1	Cite Bookholder — 2
Hat Badge — 1	Wristwatch — 1
Breast Badge — 2	Protective Vest — 1
Name Plate — 2	Belt (Trouser) — 1
Whistle — 1	Gun Belt — 1
Whistle Chain — 1	Service Weapon — 1
<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)

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160.01 DEFINITIONS

Active Pay Status: Except where otherwise defined in this manual, active pay status is a period when an employee is eligible to receive pay directly from the City and includes hours worked, and/or paid leave.

ADA: Americans With Disabilities Act.

Appointing Authority: Elected Official, commission, board or body having the power to appoint, to remove, to suspend or otherwise discipline positions in any office, department, commission, or board.

BWC: abbreviation for Ohio Bureau of Workers' Compensation.

City: The City of Reynoldsburg, Ohio.

Classification (Class): a position, or group of positions that involve similar responsibilities and require similar qualifications to which the same schedule of compensation equitably applies.

Classification Plan (Class Plan): alphabetically arranged compilation of the classification specifications for employees of the City.

Classification Series: classifications which are closely related, and grouped to form a career progression.

Classification Title: descriptive name of a group of positions similar enough to be included under a single classification.

Classified Service: all persons in the employ of the City, not specifically included in the unclassified service.

Collective Bargaining Agreement: written agreement(s) entered into between the City and an exclusive representative of employees of the City pursuant to ORC Section 4117.

Commission: the Civil Service Commission of the City of Reynoldsburg, Ohio.

Compensatory Time: the substitution of earned hours off, in lieu of overtime pay.

Continuous Service: uninterrupted service of an employee with the City where no break in service occurs. Authorized leaves of absence, or any separation from service which carries with it the right to reinstatement or reemployment shall not constitute a break in service provided the employee is reinstated or reemployed within the allowable time. However, time spent on a leave of absence without pay, layoff, or other separation shall not be included where the completed service of the employee is utilized to determine eligibility for City-provided benefits, except where the employee has a right to such benefits under USERRA (Military Leave).

Day(s): unless otherwise specified, means calendar day(s).

Demotion: change in position that reduces the employee's scope of responsibility and compensation.

Department: city organizational unit directed and controlled by the City and charged with a specific public service function and mission.

Department Head: supervisor (as defined herein) charged with the responsibility of managing a department on behalf of the City. Also called Director in some departments.

Designee: any person authorized by the City or management official to perform a function with or on behalf of the City or management official.

Director: an unclassified supervisor (as defined herein) charged with the responsibility of managing a department on behalf of the City.

Discourteous Treatment: failure by an employee to treat others with respect, in a polite and courteous manner.

Dishonesty: disposition to lie, cheat, or defraud; untrustworthiness; lack of integrity.

Distribution: an act of distributing goods, materials, and/or written materials or literature.

Division: city organizational unit directed and controlled by the City and charged with a specific public service function and mission.

Division Head: supervisor (as defined herein) charged with the responsibility of managing a division on behalf of the City. Also called Superintendent in some divisions.

Earned Time: includes hours actually worked plus hours granted to the employee by the City for holiday, and/or any paid leave provided.

~~Temporary Appointment: an appointment may be made by the Appointing Authority without regard to the Chapter 160 or the rules of O.R.C. 124.01 to 124.64, but in no case to continue longer than six months, and in no case shall successive appointments be made.~~

Employee: any person holding a position subject to appointment, removal, promotion, or demotion by the Appointing Authority.

Employee, Classified: an employee included in the Classified Civil Service of the City of Reynoldsburg as defined by City Charter.

Employee, Half-Time: part-time employee who regularly works 20 hours per week who will receive sick time of 2.30 hours per pay, vacation at 1.54 hours per pay, and holiday pay at 4 hours per holiday.

Employee, Full-Time: an employee whose employment is expected to continue for longer than one year and who normally works a standard workweek of a minimum of ~~37.5~~ 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>
(a) ADMINISTRATIVE			
Mayor	1	Unclassified	See Sect.141.01
Auditor	1	Unclassified	See Sect.143.01
City Attorney	1	Unclassified	See Sect.147.03
Asst. City Attorney	1	Unclassified	22
Asst. City Prosecutor	2 p/t	Unclassified	19
City Attorney Secretary	1	Unclassified	15
City Attorney Clerk	1	Classified	12
Criminal Justice Program Administrator	1	Unclassified	12
Mayor's Secretary	1	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) DEPARTMENT OF COMPUTER SYSTEMS			
Director of Computer Systems	1	Unclassified	22
Network Systems Administrator	1	Classified	19
(c) DEPARTMENT OF DEVELOPMENT			
Development Director	1	Unclassified	22
Development Director			
Administrative Assistant	1	Unclassified	13
Planning & Zoning Administrator	1	Classified	19
(d) HUMAN RESOURCES DEPARTMENT			
Director of Human Resources	1	Unclassified	22
Human Resources Generalist	1	Unclassified	12

(e) PARKS & RECREATION DEPARTMENT

Director	1	Unclassified	22
Administrative Assistant	1	Unclassified	13
Senior Center Manager	1	Classified	16
Special Events/Media Coordinator	1	Unclassified	12
Senior Citizens Assistant	2 p/t	Classified	75
Senior Center Activities Instructor	1 p/t	Classified	53
Recreation Superintendent	1	Classified	16
Grounds Superintendent	1	Classified	16
Assistant Grounds Superintendent/Arborist	1	Classified	14
Parks Grounds Maintenance	2	Classified	3-4
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)
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(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	9 <u>10</u>
Detective Bureau Administrative Assistant	1	Classified	9
Command & Staff Administrative Assistant	1	Classified	10-11
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	-6 <u>10</u>
(3) Water/Wastewater Division			
Superintendent	1	Classified	18
Asst. Superintendent	1	Classified	15
Maintenance Spec/Equip Operator	6	Classified	10
Billing Supervisor <u>Manager</u>	1	Classified	14 <u>15</u>
Account Clerk 2	4	Classified	-7 <u>8</u>
(4) Street Division			
Superintendent	1	Classified	17 <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 with the implementation of steps, THE FOLLOWING PAY GRADES SHALL BE IN EFFECT:

(a) Full Time Employees – NON SUPERVISORY PERSONNEL

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
3	\$ 15.15	\$ 15.91	\$ 16.70	\$ 17.54	\$ 18.41	\$ 19.34	\$ 20.30
4	\$ 15.29	\$ 16.88	\$ 18.51	\$ 20.12	\$ 21.74	\$ 23.30	\$ 24.96
5	\$ 15.67	\$ 17.30	\$ 18.97	\$ 20.62	\$ 22.29	\$ 23.89	\$ 25.58
6	\$ 15.98	\$ 17.65	\$ 19.35	\$ 21.02	\$ 22.73	\$ 24.36	\$ 26.09
7	\$ 16.56	\$ 18.00	\$ 19.74	\$ 21.44	\$ 23.18	\$ 24.85	\$ 26.61
8	\$ 17.48	\$ 19.13	\$ 20.78	\$ 22.45	\$ 24.08	\$ 25.75	\$ 27.41
9	\$ 18.32	\$ 20.05	\$ 21.78	\$ 23.53	\$ 25.24	\$ 26.99	\$ 28.73
10	\$ 18.78	\$ 20.55	\$ 22.53	\$ 24.12	\$ 25.87	\$ 27.67	\$ 29.45
11	\$ 19.15	\$ 20.96	\$ 22.77	\$ 24.60	\$ 26.38	\$ 28.22	\$ 30.04
12	\$ 19.53	\$ 21.38	\$ 23.23	\$ 25.09	\$ 26.91	\$ 28.78	\$ 30.64
13	\$ 19.92	\$ 21.81	\$ 23.69	\$ 25.59	\$ 27.45	\$ 29.36	\$ 31.25
14	\$ 20.32	\$ 22.24	\$ 24.16	\$ 26.11	\$ 27.99	\$ 29.95	\$ 31.88
15	\$ 20.65	\$ 22.69	\$ 24.65	\$ 26.63	\$ 28.55	\$ 30.55	\$ 32.52

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	\$ 24.50 <u>26.00</u>	\$ 34.00 <u>40.00</u>
15	\$ 25.50 <u>27.00</u>	\$ 36.00 <u>42.00</u>
16	\$ 26.00 <u>28.00</u>	\$ 38.00 <u>44.00</u>
17	\$ 27.00 <u>29.00</u>	\$ 41.00 <u>46.00</u>
18	\$ 28.00 <u>30.00</u>	\$ 43.00 <u>48.00</u>
19	\$ 29.00 <u>31.00</u>	\$ 45.00 <u>50.00</u>
20	\$ 31.00 <u>32.00</u>	\$ 47.00 <u>52.00</u>
21	\$ 33.00 <u>34.00</u>	\$ 49.00 <u>54.00</u>
22	\$ 35.00 <u>36.00</u>	\$ 51.00 <u>56.00</u>

* Scale will automatically adjust by 2% each year beginning 2022.

(c) Senior Police Management

Pay Grade	Minimum	Maximum
24A	\$ 45.00 <u>50.00</u>	\$ 60.00 <u>65.00</u>
26A	\$ 50.00 <u>55.00</u>	\$ 65.00 <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
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(e) Occasional Labor/Independent Contract

Unless otherwise indicated, occasional shall be paid at the rate mandated as the minimum wage by the Fair Labor Standards Act. Exceptions to this area are as follows:

(1) Parks and Recreation Department:

Umpire/Referee-	\$7.00 to \$ \$60.00 per game
Program Assistant	\$7.80 - \$20.00 per game/hour

(2) Service Department (Building Division)

Building Plans Examiner	
Residential/Inspector	\$13.00 - \$16.00 per hour

(f) Other

Intern – permitted by a department that has funding available within the department budget for a college intern that will be on payroll on a part-time basis not to exceed six-months. There will be no benefits, holiday, vacation and sick leave earned.

160.04 OTHER COMPENSATION

(1) Water/Wastewater Departments – License Compensation

(a) Any employee in the Water Department or Waste Water Department who receives a Class I, Class II, or Class III license from the Ohio EPA shall receive an additional amount per month for the highest held as follows:

Class I	\$ 75.00
Class II	\$100.00
Class III	\$150.00

(b) An employee may be compensated for the highest license regardless of 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 th year	9 th year	\$550.00 annually
10 th year	14 th year	\$ 600.00 annually
15 th year	19 th year	\$ 650.00 annually
20 th year	----	\$ 700.00 annually

Employee must be employed by the City of Reynoldsburg on their longevity payment date to receive longevity pay. Longevity pay will not be prorated.

160.08 ADMINISTRATION OF PAY PLAN

(a) SALARY SCHEDULE AND PAY GRADES

~~1) Effective July-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 increase 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 15th of each year or as determined by the appropriate Labor Agreement.
 - A. The following shall apply for each full-time employee and is eligible for Medicare coverage:

The City will reimburse said full-time employee or elected official for

qualified medical expenses and prescriptions that meet the insurance plan deductible coverage up to the same contribution level of those not eligible for Medicare coverage.

3. Full-time employees required to forfeit insurance coverage because their spouse is also a covered City employee shall receive twenty-five (25) dollars per month while such forfeiture is in effect.
4. Full-time employees may “opt out” of City provided health insurance provided they supply a certificate of coverage from another provider. Employees who “opt out” of employee only coverage will be paid One Thousand Five Hundred Dollars (\$1,500.00) annually. Employees who “opt out” of family coverage will be paid Two Thousand Five Hundred Dollars (\$2,500.00) annually and any employee opting to take employee only coverage in lieu of family coverage, except as determined by Section (4) above, will be paid One Thousand Five Hundred Dollars (\$1,500.00) annually. All dates of payments made under this “opt out” provision will be determined by the Auditor.
5. Each permanent three-quarter (30 hour) or more employee shall receive a minimum of Fifty Thousand Dollars (\$50,000.00) or one times annual salary Life insurance rounded off to the next higher One Thousand Dollars (\$1,000.00), plus an equal amount of Accidental Death Insurance. Part-time elected officials do not receive Life Insurance benefits. Premiums shall be fully paid by the City. The city shall provide police liability insurance for all police officers.

Effective January 1, 2001 each full-time, non-bargaining unit employee is entitled to disability benefits provided by an insurance carrier, the premium of which is paid by the City of Reynoldsburg.

160.10 EDUCATIONAL ASSISTANCE

1. All full-time employees are eligible to participate in the Educational Assistance Incentive Program of the City. Participation is voluntary and available to those who elect job-related self-development activities during non-working hours. All coursework must be taken in accordance with a Planned Program of Professional Improvement approved by the appointing authority in advance.
2. The allowances for assistance are as follows:
 - A. All full-time employees are eligible to participate in the Educational Assistance Incentive Program of the City. Participation is voluntary and available to those who elect job-related self-related self-development activities during non-working hours. All coursework must be taken in

accordance with a Planned Program of Professional Improvement approved by the appointing authority in advance.

B. The allowances for assistance are as follows:

1. The annual allowance for college credit coursework education assistance (per employee) is \$3,000.00 per academic year.
2. The annual allowance for non-college credited coursework education assistance (per employee is \$1,000.00 per academic year
3. Annual text book reimbursement shall not exceed fifty percent (50%) of the actual cost of textbooks for college credit coursework and \$250.00 for non-college credit coursework during the academic year.
4. All coursework must be preapproved before commencement of the course
3. To qualify for assistance, plan participants shall satisfactorily complete the course(s) with a grade of C or better, or pass a pass/fail course. Reimbursement shall be made upon submission of official transcripts, tuition statements, and receipts for textbooks.
4. An employee who has received educational assistance must remain an employee for one (1) year following completion of the courses for which assistance was received. Should an employee separate from service with the City of Reynoldsburg within the one (1) year period, except in the event of a disability retirement, that employee must repay any assistance received in the one (1) year period.

160.11 CITY CLOTHING PROVIDED

1. The Appointing Authority reserves the right to prescribe appropriate attire and grooming and to set standards which are deemed to be in the best interest of the City and ensure an appropriate image for the City.
2. The Appointing Authority requires that an employee's clothing, grooming, and overall appearance be appropriate, in good taste, present a favorable public image, and be in conformity with regulations established by the City due to the specialized nature of service provided or the employment position maintained.
3. Clothing shall be conducive to the safe and effective performance of required job duties.
4. Certain employees may be required to wear regulation uniforms while on duty. The applicable departments may establish policies and procedures governing uniforms. When employees are required to wear a regulation uniform, the City shall provide the uniforms and/or provide a uniform allowance as prescribed by the City ordinance or applicable collective bargaining agreement.
5. Employees are required to keep uniforms neat, clean, and in good repair. City-issued uniforms may only be worn by employees while conducting official City business.

6. The City shall provide standard work clothing and safety equipment for all maintenance employees of the Parks and Recreation, Service, Street, Vehicle Maintenance, Water/Waste Water, Storm Water Utility and the Building Department employees. Each item of work clothing shall be suitably and permanently identified as belonging to the City. Any item unaccounted for shall be charged to the employee.
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
Trooper Winter Hat — 1	Gloves — 1 pair
Hat, Summer — 1	Flashlight — 1 (3-cell)
Raincoat Cover — 1	Cite Bookholder — 2
Hat Badge — 1	Wristwatch — 1
Breast Badge — 2	Protective Vest — 1
Name Plate — 2	Belt (Trouser) — 1
Whistle — 1	Gun Belt — 1
Whistle Chain — 1	Service Weapon — 1
<u>Formal Dress Police Uniform</u>	

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

DATE: November 23, 2020

TO: Finance and Administration Committee

RE: Updates to Personnel Procedure Manual

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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**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:

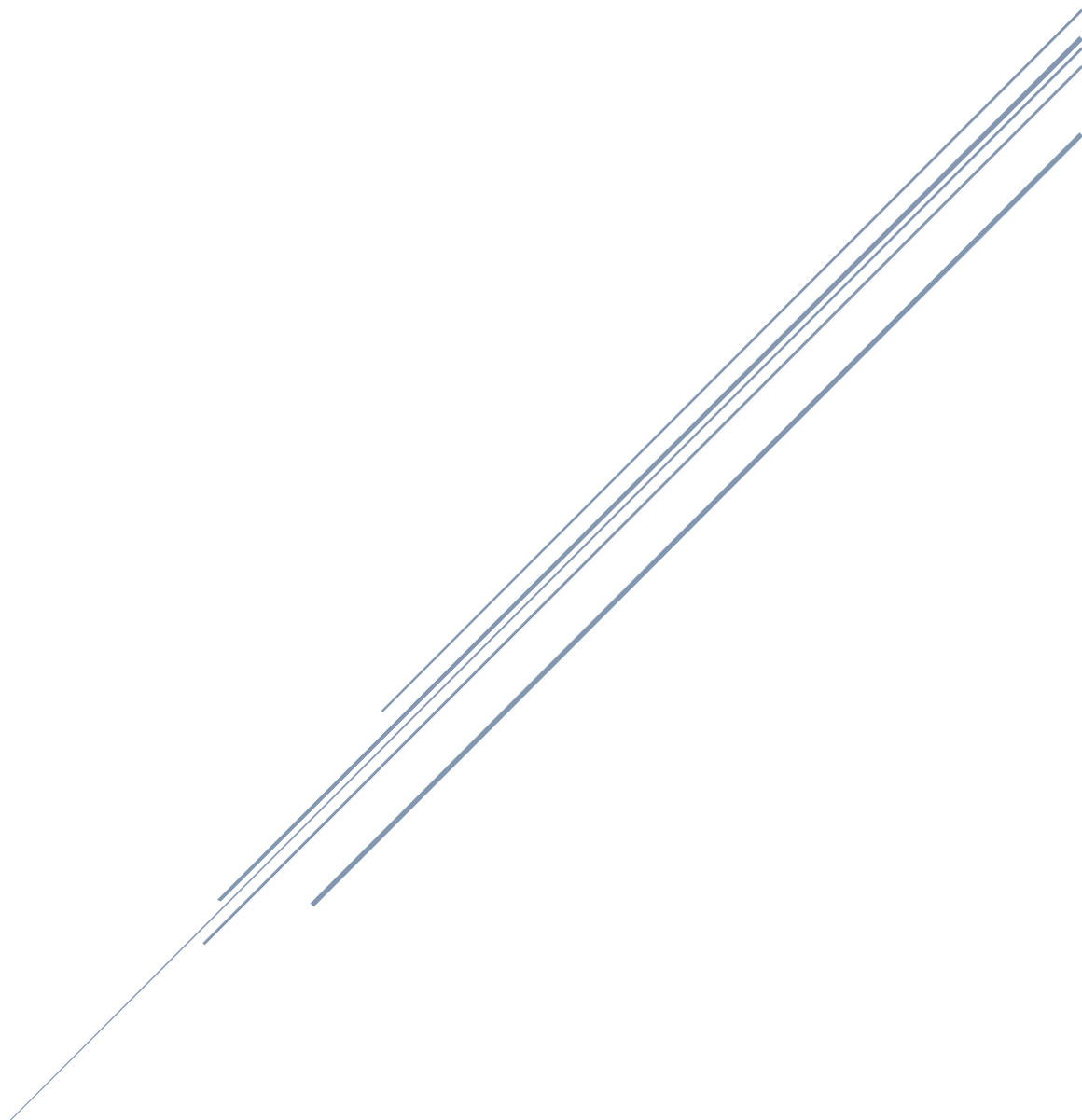
SECTION 1. That the City of Reynoldsburg, Ohio Personnel Procedure Manual does hereby amended the Police Command Staff Promotions, Military Service, Hours of Work and Overtime polices to read as follows:

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)

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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 15th 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

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: November 23, 2020

TO: Finance and Administration Committee

RE: Management Consulting Services Contract

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed 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

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- 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".

Attachment: Contract (Contract for Management Consulting Services)

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: _____

Date: _____

Donald J. Schonhardt & Associates, Inc.
5307 Franklin Street
Hilliard, Ohio 43026-1409

PO #: _____

By: Roy O. Porter
Roy O. Porter, CPA
Executive Vice President

Date: 10/23/20

Attachment: Contract (Contract for Management Consulting Services)

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

DATE: November 23, 2020

TO: Development, Parks and Recreation Committee

RE: Media promotions Agreement for 2021 Tomato Festival

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
-------------------------	--------------------------	----------------------------

An Ordinance Authorizing the Mayor to Enter into an Agreement with Media Promotion Enterprises (MPE) for the 2021 Tomato Festival

Request authorization to enter into contract with MPE for an amount not to exceed \$136,000 for professional services as the booking agent and production services (portable stage, sound system, lighting, backline equipment) for the 2021 Tomato Festival.

~~The Mayor has requested that an emergency be added to the ordinance in order to have the contract executed before the end of the year.~~

Pursuant to Reynoldsburg Code of Ordinances Chapter 175.01 (d) *As an alternative to competitive bidding, contracts for professional services are not subject to competitive bidding requirements and shall not require further legislative authorization where there are adequate unencumbered appropriations for that purpose. Professional services includes, but are not limited to services of an accountant, appraiser, architect, attorney at law, physician, professional engineer, construction project manager, surveyor, or fiscal and management consultants.*

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT
WITH MEDIA PROMOTION ENTERPRISES (MPE) FOR THE 2021 TOMATO**

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

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 an agreement with Media Promotion Enterprises (MPE) for a price not to exceed one hundred thirty-six thousand dollars (\$136,000.00).

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



MEDIA PROMOTION ENTERPRISES

TALENT AND PRODUCTION CONTRACT

This agreement, and the attached addenda herein, duly executed this 8 October 2020, between **Media Promotion Enterprises** (herein known as "Producer") and the **Reynoldsburg Tomato Festival** (herein known as "Purchaser") shall verify the terms and conditions of our agreement regarding the following entertainment event.

Artists: Thursday August 12, 2021 – The Landsharks
 Friday August 13, 2021 – T.B.D.
 Saturday August 14, 2021 – T.B.D.

Dates: August 12-14, 2021

Location: Huber Park, Reynoldsburg, OH

Event: Reynoldsburg Tomato Festival

Times: Approx. 9:00PM TBD

OBLIGATIONS OF PRODUCER

1. **Artist**
 MPE is to research and present options for the 2021 festival as well as present talent stated above.
2. **Production**
 Producer agrees to provide a professional production package to meet the needs of the Artist/s. This includes the following:
 - 1 – Covered portable stage with sound fly-bays (40x30 feet)
 - 1 – Professional public address system per Artist/s specifications
 - 1 – Professional lighting package per Artists/s specifications
 - 1 – Backline equipment if applicable per Artist/s specifications.
3. **Ground Transportation**
 Producer agrees to provide all local ground transportation from the Airport, Hotel, and venue.
4. **Staffing**
 Producer agrees to provide on-site staff to facilitate the needs of the Aritst/s and production crew.
5. **Hospitality**
 Producer agrees to provide stage water, towels, and bus stock, and other hospitality and rider requirements as needed by each Artist/s.

(304) 697-4222
 (800) 788-4006
 (800) 494-7315 FAX

Professional Entertainment

1
 423 Sixth Avenue
 Huntington, WV 25701
 www.mpe-entertainment.com

Attachment: MPE-ContractTomatoFestival2021Ver2 (2021 Tomato Festival Contract - Media)



MEDIA PROMOTION ENTERPRISES

OBLIGATIONS OF PURCHASER

1. **Venue Access**
PURCHASER agrees to avail premises to MPE beginning Wednesday if needed for production load-in and through Saturday for load-out in order to execute the requirements of ARTIST'S contract.
2. **Electric**
PURCHASER agrees to provide power as needed to fulfill the requirements of MPE's contract with the ARTIST. If utilizing generator power 1 - 200amp 3phase service for sound and 1 – 200amp 3phase service for lighting will be required.
3. **Tent**
PURCHASER agrees to provide a 20x20 tent backstage for use by the production and Artist/s if available. This may be utilized for merchandise sales as well.
4. **Labor**
PURCHASER agrees to provide 4 strong, able bodied, and sober individuals for production load-in on Wednesday and load-in and load-out on Thursday, Friday and Saturday Times are TBD and will be listed on the final production schedule.
5. **Hotel Accommodations**
PURCHASER to provide hotel accommodations for ARTIST and crew on from August 11-14, 2021 not to exceed \$7500.00. A rooming list shall be provided a minimum of thirty (30) days before show date to ensure availability of rooms.
6. **Catering/Meals/Green Room**
PURCHASER to provide catered meals per ARTIST'S specifications for lunch and dinner on Friday and Saturday not to exceed \$3500.00. PURCHASER to make a private space available (preferably indoors) within walking distance from stage. A space should be made available indoors for exclusive use of each headlining Artist on Friday and Saturday.
7. **Security**
PURCHASER shall provide security from the time ARTIST/S arrives until it has been loaded back into ARTIST/S or PRODUCER'S trucks. PURCHASER shall fence in backstage area securely. PURCHASER also agrees to provide overnight security for the venue.
8. **Force Majeure**
PURCHASER agrees that all entertainment performances are subject to Force Majeure parameters. Provided that the ARTISTS are present on location, willing and able to perform pursuant to the terms hereof, payment of all guaranteed compensation shall be made to MPE. The obligation of the ARTIST to perform is subject to detention or prevention by accidents of ground transportation, Acts of God, riots, strikes, labor disputes, epidemics, any act or order of public authority, or any cause, similar or dissimilar beyond the control of MPE, PURCHASER, and ARTIST, which, in the PURCHASER'S determination, would prevent or interfere with the presentation of the show.



MEDIA PROMOTION ENTERPRISES

In the event of inclement weather creating dangerous or unsafe performance conditions resulting in cancellation of any show, the total contracted amount is to be paid in full. The final decision pertaining to the exercise of this item will lie with the PRODUCER upon consultation with ARTIST'S representatives and PURCHASER.

7. **Cancellation**

Each situation will be handled on a case by case basis. PURCHASER and PRODUCER agree if a forced cancellation due to state mandated order occurs Producer will work with Purchaser to reschedule the above mentioned acts to a. Later in the year 2021 or b. Move the lineup to 2022. This decision shall be made at minimum 30 days from the beginning of the event.

In the event of cancelling an act which will not return the following year PRODUCER would retain a portion of the deposit if applicable on a pro-rata basis to cover expenses already incurred by the ARTIST/S or PRODUCER and the remaining portion of the deposit would be returned to the PURCHASER or carried to the next year. Any remaining balance owed to the PRODUCER would be waived and the contract would be cancelled.

Payment Terms

Purchaser and Producer agree not to exceed \$90,000.00 to be paid as follows:

- 1) A 50% deposit payable to MPE Entertainment by certified funds will be due within 15 days of issuance with the returned signed contract.
- 2) The remaining balance payable to MPE Entertainment will be due on or before August 11, 2021.

BY SIGNING THIS AGREEMENT, THE PARTIES ACKNOWLEDGE THAT THEY ARE AUTHORIZED TO DO SO, AND ASSUME RESPONSIBILITY TO SATISFY ALL TERMS AND CONDITIONS OF THIS CONTRACT.

PURCHASER

X _____
 Name:
 Title:
 City of Reynoldsburg, OH
 7232 E Main Street
 Reynoldsburg, OH 43068
 (614) 322-6839 Office

PRODUCER

X _____
 Joe Eddins
 President
 Media Promotion Enterprises, LLC
 423 Sixth Avenue
 Huntington, WV 25701
 (304) 697-4222

(304) 697-4222
 (800) 788-4006
 (800) 494-7315 FAX

Professional Entertainment

3
 423 Sixth Avenue
 Huntington, WV 25701
 www.mpe-entertainment.com

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

DATE: November 23, 2020

TO: Development, Parks and Recreation Committee

RE: TIF Agreement for Waggoner Road

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak
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This Ordinance is being brought back to Council for final passage.

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

WHEREAS, this Council desires to facilitate the development of a residential subdivision with approximately 354 single-family homes within the City in order to increase available housing options within the City (the "Project"); and

WHEREAS, in order to facilitate and accommodate the full development of the Project, it is necessary to construct certain public infrastructure improvements; and

Clerk of Council

Mollie Prasher

7232 East Main Street

Reynoldsburg OH 43068

614-322-6836 Phone

WHEREAS, this Council, pursuant to ORC Sections 5709.40, 5709.42 and 5709.43 (collectively, the “TIF Act”), is authorized to declare improvements to real property to be a public purpose, exempt those improvements from real property taxation, and require owners of the real property to make service payments in lieu of taxes in an amount equal to such exempted taxes; and

WHEREAS, to facilitate the development of the Project and pay the associated costs of the necessary public infrastructure improvements from service payments in lieu of taxes, this Council has determined to create the Waggoner Road Incentive District #1, the Waggoner Incentive District #2, the Waggoner Incentive District #3, the Waggoner Incentive District #4, the Waggoner Incentive District #5 and the Waggoner Incentive District #6 (each an “Incentive District” and collectively the “Incentive Districts”) pursuant to the TIF Act, the boundaries of which shall be coextensive with the boundaries of, and will include, the parcels of real property within each Incentive District specifically identified and depicted in Exhibit A attached hereto (as currently or subsequently configured, the “Parcels”, with each of those parcels referred to herein individually as a “Parcel”); and

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

SECTION 1. Incentive District Findings and Determinations; Creation of Incentive Districts.

This Council hereby: (I) adopts the Economic Development Plan for the Incentive Districts now on file with the Clerk of the City Council, (ii) accepts and adopts the City Engineer’s certification to this Council and the City Engineer’s findings set forth therein (a) that the public infrastructure serving the Incentive Districts is inadequate to meet the development needs of the Incentive Districts as evidenced by the Economic Development Plan and (b) that each Incentive District is less than 300 acres in size and enclosed by a contiguous boundary, (iii) finds and determines that the Project will place additional demand on the Public Infrastructure Improvements, including, without limitation, Waggoner Road, (iv) finds and determines that the City sent written notice of the public hearing regarding this ordinance by first class mail to each owner of real property within each proposed Incentive District at least 30 days prior to such hearing, which notice included a map of the proposed Incentive District as well as the overlay area required by ORC Section 5709.40(C)(2), (v) finds and determines that this Council has not received a request from the owner of any real property within any proposed Incentive District to

Clerk of Council

Mollie Prasher

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exclude that owner's property from the Incentive District and (vi) finds and determines that notice of this ordinance has been delivered to the Boards of Education of Reynoldsburg City Schools and the Eastland-Fairfield Career and Technical Schools in accordance with and within the time periods prescribed in ORC Sections 5709.40 and 5709.83. This Council further finds that the sum of the taxable value of real property in the Incentive Districts for tax year 2019 and the taxable value of all real property in the City that would have been taxable in tax year 2019 were it not for the fact that the property was in an existing incentive district and therefore exempt from taxation, does not exceed twenty-five percent of the taxable value of real property within the City for tax year 2019. Pursuant to the TIF Act, this Council creates the Incentive Districts, the boundaries of which are coextensive with the boundaries of, and include, the Parcels specifically identified and depicted in Exhibit A attached hereto.

SECTION 2. Public Infrastructure Improvements. This Council designates the following public infrastructure improvements, together with any public infrastructure improvements hereafter designated by ordinance, as public infrastructure improvements made, to be made or in the process of being made by the City that benefit or serve, or that once made will benefit or serve, the Parcels in each Incentive District (the "Public Infrastructure Improvements"): roadway improvements (including, without limitation, improvements to Waggoner Road), water system improvements, sanitary sewer improvements, storm drainage improvements, pedestrian sidewalks and bike paths, street lights, gas facilities, electrical facilities, parks and recreation facilities located within one mile of any Incentive District, and all appurtenances thereto. The costs of the improvements include but are not limited to, those costs listed in ORC Section 133.15(B).

SECTION 3. Life of Incentive Districts; Authorization of Tax Exemption. The life of each Incentive District commences with the first tax year in which at least \$2,000,000 of building Improvements would first appear on the tax list and duplicate of real and public utility property for Parcels within the Incentive District were it not for the exemption granted in this ordinance and ends on the earlier of (a) 10 years after such commencement or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of the TIF Act (the "Incentive District Life").

Pursuant to and in accordance with the provisions of ORC Section 5709.40(C), this Council hereby declares that the increase in assessed value of each Parcel subsequent to the effective date of this ordinance (which increase in assessed value is hereinafter referred to as the

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“Improvement,” as defined in ORC Section 5709.40(A)) is a public purpose, with 75% of such Improvement to each Parcel exempt from taxation for the Incentive District Life for the applicable Incentive District.

SECTION 4. Service Payments and Property Tax Rollback Payments. Pursuant to ORC Section 5709.42, the owner of each Parcel is hereby required to make annual service payments in lieu of taxes with respect to the Improvement to that Parcel to the applicable county treasurer (the “County Treasurer”) on or before the final dates for payment of real property taxes. Each service payment in lieu of taxes, including any penalties and interest at the then current rate established for real property taxes (collectively, the “Service Payments”), will be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against the Improvement if it were not exempt from taxation pursuant to Section 3 of this ordinance. The Service Payments, and any other payments with respect to each Improvement that are received by the County Treasurer in connection with the reduction required by ORC Sections 319.302, 321.24, 323.152 and 323.156, as the same may be amended from time to time, or any successor provisions thereto as the same may be amended from time to time (the “Property Tax Rollback Payments”), will be deposited and distributed in accordance with Section 6 of this ordinance.

SECTION 5. Pursuant to ORC Section 5709.40(F)(13), this Council finds that there shall be distributed, from service payments received, to the Board of Trustees for the Township of Truro an amount equal to the amount of taxes from the increase in the effective tax rate of any renewal or

replacement levy adopted on or after January 1, 2006 that would have been payable to that taxing authority to the extent the proceeds are used for the purpose of funding fire, emergency medical, and ambulance services. Such amount shall be distributed, pursuant to ORC Section 5709.42(C), by the county treasurer.

SECTION 6. TIF Fund. This Council hereby establishes the Waggoner Incentive District Municipal Public Improvement Tax Increment Equivalent Fund (the “TIF Fund”). The TIF Fund shall be maintained in the custody of the City and shall receive all distributions to be made to the City pursuant to Section 6 of this ordinance. Those Service Payments and Property Tax Rollback Payments received by the City with respect to the Improvement of each Parcel and so deposited pursuant to the TIF Act shall be used solely for the purposes authorized in the TIF Act and this ordinance (as it may be amended or supplemented). The TIF Fund shall remain in

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existence so long as such Service Payments and Property Tax Rollback Payments are collected and used for the aforesaid purposes, after which time the TIF Fund shall be dissolved and any incidental surplus funds remaining therein transferred to the City's General Fund, all in accordance with the TIF Act.

SECTION 7. Distribution of Funds. Pursuant to the TIF Act, during the Incentive District Life for each Incentive District, the County Treasurer is requested to distribute all Service Payments and Property Tax Rollback Payments to the City, for further deposit into the TIF Fund. The City shall use all such amounts deposited into the TIF Fund for payment of costs of the Public Infrastructure Improvements, including, without limitation, debt charges on any notes or bonds issued to pay or reimburse finance costs or costs of those Public Infrastructure Improvements. Such distributions required under this Section are requested to be made at the same time and in the same manner as real property tax distributions.

SECTION 8. Further Authorizations. This Council hereby authorizes and directs the Mayor, the City Attorney, the City Auditor, and the Development Director, or other appropriate officers of the City to deliver a copy of this ordinance to the Ohio Development Service Agency and to make such arrangements as are necessary and proper for collection of the Service Payments. This Council further authorizes the Mayor, the City Attorney, the City Auditor and the Director of Development, or other appropriate officers of the City to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this ordinance.

SECTION 9. Open Meetings. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this ordinance were taken in an open meeting of this Council or any of its committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including ORC Section 121.22.

SECTION 10. Effective Date. This ordinance is effective on the earliest date permitted by law.

EXHIBIT A

MAPS OF THE INCENTIVE DISTRICTS

The following parcels of real estate situated in the City of Reynoldsburg are included in each of the Incentive Districts shown on the following maps (current tax parcel 263-000174):



Attachment: Waggoner Road TIF Exhibit A (TIF Agreement Waggoner Road)

CITY OF REYNOLDSBURG, OHIO
ECONOMIC DEVELOPMENT PLAN
WAGGONER ROAD RESIDENTIAL INCENTIVE DISTRICTS

July 27, 2020

Attachment: Waggoner Road TIF Plan (TIF Agreement Waggoner Road)

The Plan

The purpose of this Economic Development Plan (this “Plan”) is to satisfy the requirement of Section 5709.40(A)(5)(f) of the Ohio Revised Code, which requires that an economic development plan evidence that the public infrastructure serving proposed residential tax increment financing incentive districts is inadequate to meet the development needs of the districts. This Plan has been developed to continue the efficient and effective development of the City of Reynoldsburg, Ohio (the “City”).

Proposed Development

This Plan relates to a 354 lot residential development in the City on approximately 135 acres, approximately 40 acres of which will be set aside for open space.

The property, referred to herein as the “Waggoner Road Incentive Districts” or the “Property” is currently undeveloped – there are no buildings or structures on the Property. Creating a new, single family residential development, architecturally integrated with homes on surrounding property, will help increase property values in the area and increase housing options in the City.

The current development plan for the Property is contained in Attachment A.

Proposed Incentive District

The City is considering the creation of residential Tax Increment Financing (TIF) Incentive Districts (the “Incentive Districts”) encompassing the proposed residential development. The Incentive Districts will help to: (1) use quality architecture and design; (2) permit the development of high quality, single-unit housing; (3) enhance the City’s roadway system by providing for public infrastructure including roads, water, sewer, and storm drainage improvements, as well as sidewalks and landscaped open spaces; (4) create a neighborhood that will continue to grow over time; and (5) increase the City’s collection of income taxes and, over time, real property taxes for the City and other taxing subdivisions.

Public Infrastructure Improvements

Payments in lieu of taxes collected from the proposed Incentive Districts will fund public infrastructure improvements necessary to support the residential development, including, without limitation, the following improvements: roadway improvements (including, without limitation, improvements to Waggoner Road), water system improvements, sanitary sewer improvements, storm drainage improvements, pedestrian sidewalks and bike paths, street lights, gas facilities, electrical facilities, and all appurtenances thereto.

The public infrastructure improvements, especially to Waggoner Road, will help solve existing infrastructure needs in the City and improve the capacity of infrastructure to handle the increased demand placed on it by the development of the Property, all of which will help to attract new families to the City, increase property values and support the increase of needed housing stock.

The City will benefit as a whole from the creation of a new neighborhood of 354 single family lots and construction of the Public Infrastructure Improvements.

Analysis and Assessment

The proposed residential development described in this Plan will help the City to enhance the safety and functionality of the community's roadway system as well as play a vital role in the growth and preservation of the community through planned development.

The proposed residential development will create an urgent need for infrastructure upgrades in this area of the City. The proposed Incentive District will assist in financing public infrastructure improvements vital to the growth and development of the Property but will also aid in attracting new families, a vital factor to the overall development of the City.

This project will allow the City to upgrade its roadway system. The proposed residential development will provide desired housing for population growth and a strengthened tax base for the City.

Conclusion

Residential development has been an important catalyst to the City's economic development success, and the Property will serve as a catalyst for success in the economic development of the City. The residential development will provide the desired housing for the growing population, while the public infrastructure improvements will support the residential development, and provide for new economic development in the City. The proposed Incentive Districts are located in an area identified by the City for growth and development. This project will provide critical family housing and necessary supporting infrastructure as the City's population and commercial activity increases.

Attachments

Attachment A: Current development plans for the Districts

CERTIFICATE OF CITY ENGINEER
PURSUANT TO OHIO REVISED CODE SECTION 5709.40(A)(5)(f)

The developer of the Incentive Districts shown on the attached maps intends to develop a residential subdivision with approximately 354 single-family homes within the City in order to increase available housing options within the City. Each of the Incentive Districts shown on the attached maps are less than 300 acres in size and have a continuous boundary. Pursuant to Ohio Revised Code Section 5709.40(A)(5)(f), I hereby certify that the public infrastructure serving the Incentive Districts shown on the attached maps is inadequate to meet the development needs of the districts as evidenced by the development plans for the districts.

City Engineer

City of Reynoldsburg, Ohio

Attachment A



CITY OF REYNOLDSBURG, OHIO

Residential TIF Analysis

Development Buildout Assumptions and Illustrative Market Values (1)

	Property Type	Construction Start Date	Construction Completion Date	Units	Illustrative Value Per Unit	Illustrative Construction Value	Illustrative Market Value (2)
Phase 1 Single Family	Residential	6/1/2021	6/1/2022	59 units	\$310,000	\$18,290,000	\$18,290,000
Phase 2 Single Family	Residential	6/1/2022	6/1/2023	59 units	\$310,000	18,290,000	18,290,000
Phase 3 Single Family	Residential	6/1/2023	6/1/2024	59 units	\$310,000	18,290,000	18,290,000
Phase 4 Single Family	Residential	6/1/2024	6/1/2025	59 units	\$310,000	18,290,000	18,290,000
Phase 5 Single Family	Residential	6/1/2025	6/1/2026	59 units	\$310,000	18,290,000	18,290,000
Phase 6 Single Family	Residential	6/1/2026	6/1/2027	59 units	\$310,000	18,290,000	18,290,000
Total				354 units		\$109,740,000	\$109,740,000
Total Residential Value						\$109,740,000	\$109,740,000
Total Commercial Value						-	-
Total Illustrative Value All Phases						\$109,740,000	\$109,740,000

(1) All values are illustrative. Changes to the assumptions outlined above may have a material effect on the tax increment revenue illustrations included in this analysis.
(2) Illustrative Market Value equals 100% of Illustrative Construction Value. Actual Assessed Value will be determined by the Franklin County Auditor upon completion of projects.

(Preliminary - Subject to Change)
(For Internal Use Only)

CITY OF REYNOLDSBURG, OHIO

Residential TIF Analysis

REAL PROPERTY TAX RATES (1)(2)

Taxing District	Levy Name	Res/Ag Effective Rate	Protected Millage (3)
Franklin County	GENERAL FUND	1.470000	-
	2004 CHILDREN SERVICES	1.561777	-
	2005 ZOOLOGICAL	0.619713	-
	2006 ADAMH BOARD	1.954473	-
	2008 DEVELOPMENTAL DISABILITIES	3.109389	2.632389
	2009 CHILDREN SERVICES	2.754030	-
	2012 DEVELOPMENTAL DISABILITIES	3.109389	-
	2012 OFFICE ON AGING	1.154916	-
	2017 OFFICE ON AGING	0.400878	0.400878
	2019 METRO PARK	0.947865	0.280828
Subtotal		17.082430	3.314095
Reynoldsburg CSD	GENERAL FUND	1.100000	-
	GENERAL FUND	5.300000	-
	1976 CURRENT EXPENSE	0.572791	-
	1976 CURRENT EXPENSE	0.602938	-
	1976 CURRENT EXPENSE	0.813966	-
	1976 CURRENT EXPENSE	0.844113	-
	1976 CURRENT EXPENSE	1.175729	-
	1976 CURRENT EXPENSE	1.627932	-
	1977 CURRENT EXPENSE	1.477252	-
	1985 CURRENT EXPENSE	4.374968	-
	1986 CURRENT EXPENSE	2.086317	-
	1997 CURRENT EXPENSE	4.530621	-
	2002 BOND (\$33,000,000)	3.580000	-
	2004 BOND (\$20,950,000)	3.180000	-
	2008 BOND (\$56,000,000)	4.490000	-
	2008 PERMANENT IMPROVEMENT	0.439228	-
	2010 CURRENT EXPENSE (RC 5705.212)	6.061353	-
	2011 CURRENT EXPENSE (RC 5705.212)	0.878457	-
	2012 CURRENT EXPENSE (RC 5705.212)	0.878457	-
	2013 CURRENT EXPENSE (RC 5705.212)	0.878457	-
Subtotal		44.892579	-
Eastland JVSD	1978 CURRENT EXPENSE	1.200000	-
	1998 CURRENT EXPENSE	0.800000	-
Subtotal		2.000000	-
Truro Township	GENERAL FUND	0.200000	-
	1976 FIRE	0.222766	-
	1976 FIRE	0.318238	-
	1976 FIRE	0.636476	-
	1980 FIRE	0.556809	-
	1984 FIRE	0.894068	-
	1988 FIRE	1.671192	-
	2005 FIRE & E.M.S.	1.959353	-
	2007 FIRE & E.M.S.	3.562460	0.361780
	2012 FIRE & E.M.S.	3.473398	3.473398
	2016 CURRENT EXPENSE	2.226537	-
Subtotal		15.721297	3.835178
City of Reynoldsburg	GENERAL FUND	0.150000	-
	GENERAL FUND	0.250000	-
	POLICE PENSION	0.300000	-
Subtotal		0.700000	-
Columbus-Franklin County Library District	2010 CURRENT EXPENSE	2.497902	1.748675
Subtotal		2.497902	1.748675
Total Effective Rate Collection Year 2020		82.894208	8.897948
Less: County Protected Millage		(3.314095)	
Less: Township Protected Millage		(3.835178)	
Less: Library District Protected Millage		(1.748675)	
Estimated Net Effective Rate Collection Year 2020 (3)		73.996260	

(1) Per the State of Ohio Department of Taxation, as of February 17, 2020. Represents tax year 2019, collection year 2020 information.

(2) Stated voted bond millage may expire after collection year 2020 before the full term of the illustrative TIF. Reductions in effective millage will materially impact the illustrative cash flows.

(3) Protected Millage estimated. Final tax rates, effective tax rates and protected millage are subject to final determination by the County Auditor.

CITY OF REYNOLDSBURG, OHIO

Residential TIF Analysis

ILLUSTRATIVE MARKET VALUES AND TIF SERVICE PAYMENTS*10 year - 75% TIF*

Construction Completion Year	Tax Year	Collection Year	Phase 1 Market Value	Phase 2 Market Value	Phase 3 Market Value	Phase 4 Market Value	Phase 5 Market Value	Phase 6 Market Value	Total Residential Market Value	Total Residential Assessed Value	Residential Effective Millage	Exemption Amount	TIF Service Payments	
			(1)	(1)	(1)	(1)	(1)	(1)	(1)		(2)		Annual	Cumulative
2022	2023	2024	\$18,290,000						\$18,290,000	\$6,401,500	73.996260	75.00%	\$355,265	\$355,265
2023	2024	2025	18,290,000	\$18,290,000					36,580,000	12,803,000	73.996260	75.00%	710,531	1,065,796
2024	2025	2026	18,290,000	18,290,000	\$18,290,000				54,870,000	19,204,500	73.996260	75.00%	1,065,796	2,131,592
2025	2026	2027	18,290,000	18,290,000	18,290,000	\$18,290,000			73,160,000	25,606,000	73.996260	75.00%	1,421,061	3,552,653
2026	2027	2028	18,290,000	18,290,000	18,290,000	18,290,000	\$18,290,000		91,450,000	32,007,500	73.996260	75.00%	1,776,326	5,328,979
2027	2028	2029	18,290,000	18,290,000	18,290,000	18,290,000	18,290,000	\$18,290,000	109,740,000	38,409,000	73.996260	75.00%	2,131,592	7,460,571
2028	2029	2030	18,290,000	18,290,000	18,290,000	18,290,000	18,290,000	18,290,000	109,740,000	38,409,000	73.996260	75.00%	2,131,592	9,592,163
2029	2030	2031	18,290,000	18,290,000	18,290,000	18,290,000	18,290,000	18,290,000	109,740,000	38,409,000	73.996260	75.00%	2,131,592	11,723,755
2030	2031	2032	18,290,000	18,290,000	18,290,000	18,290,000	18,290,000	18,290,000	109,740,000	38,409,000	73.996260	75.00%	2,131,592	13,855,346
2031	2032	2033	18,290,000	18,290,000	18,290,000	18,290,000	18,290,000	18,290,000	109,740,000	38,409,000	73.996260	75.00%	2,131,592	15,986,938
2032	2033	2034		18,290,000	18,290,000	18,290,000	18,290,000	18,290,000	91,450,000	32,007,500	73.996260	75.00%	1,776,326	17,763,265
2033	2034	2035			18,290,000	18,290,000	18,290,000	18,290,000	73,160,000	25,606,000	73.996260	75.00%	1,421,061	19,184,326
2034	2035	2036				18,290,000	18,290,000	18,290,000	54,870,000	19,204,500	73.996260	75.00%	1,065,796	20,250,122
2035	2036	2037					18,290,000	18,290,000	36,580,000	12,803,000	73.996260	75.00%	710,531	20,960,652
2036	2037	2038						18,290,000	18,290,000	6,401,500	73.996260	75.00%	355,265	21,315,918

Total Illustrative Revenue

\$21,315,918

Net Present Value at 5.00%

\$14,620,164

(1) See page 2.

(2) See page 3.

(3) Assumes the total millage rate stays constant for the life of the Illustrative TIF after collection year 2024. Assumes six separate 10-year TIF areas starting with first collection in 2024.

(Preliminary - Subject to Change)
(For Internal Use Only)

CITY OF REYNOLDSBURG, OHIO

Residential TIF Analysis

ILLUSTRATIVE MARKET VALUES AND TIF SERVICE PAYMENTS

30 year - 100% Non-School TIF

Construction Completion Year	Tax Year	Collection Year	Phase 1 Market Value	Phase 2 Market Value	Phase 3 Market Value	Phase 4 Market Value	Phase 5 Market Value	Phase 6 Market Value	Total Residential Market Value	Total Residential Assessed Value	Residential Effective Millage	Exemption Amount	TIF Service Payments	
			(1)	(1)	(1)	(1)	(1)	(1)	(1)		(2) (3)		Annual	Cumulative
2022	2023	2024	\$18,290,000						\$18,290,000	\$6,401,500	27.103681	100.00%	\$173,504	\$173,504
2023	2024	2025	18,290,000	\$18,290,000					36,580,000	12,803,000	27.103681	100.00%	347,008	520,513
2024	2025	2026	18,290,000	18,290,000					54,870,000	19,204,500	27.103681	100.00%	520,513	1,041,025
2025	2026	2027	18,290,000	18,290,000	18,290,000				73,160,000	25,606,000	27.103681	100.00%	694,017	1,735,042
2026	2027	2028	18,290,000	18,290,000	18,290,000	18,290,000			91,450,000	32,007,500	27.103681	100.00%	867,521	2,602,563
2027	2028	2029	18,290,000	18,290,000	18,290,000	18,290,000	18,290,000		109,740,000	38,409,000	27.103681	100.00%	1,041,025	3,643,588
2028	2029	2030	18,290,000	18,290,000	18,290,000	18,290,000	18,290,000	18,290,000	109,740,000	38,409,000	27.103681	100.00%	1,041,025	4,684,614
2029	2030	2031	18,290,000	18,290,000	18,290,000	18,290,000	18,290,000	18,290,000	109,740,000	38,409,000	27.103681	100.00%	1,041,025	5,725,639
2030	2031	2032	18,290,000	18,290,000	18,290,000	18,290,000	18,290,000	18,290,000	109,740,000	38,409,000	27.103681	100.00%	1,041,025	6,766,664
2031	2032	2033	18,290,000	18,290,000	18,290,000	18,290,000	18,290,000	18,290,000	109,740,000	38,409,000	27.103681	100.00%	1,041,025	7,807,690
2032	2033	2034	18,290,000	18,290,000	18,290,000	18,290,000	18,290,000	18,290,000	109,740,000	38,409,000	20.219514	100.00%	776,611	8,584,301
2033	2034	2035	18,290,000	18,290,000	18,290,000	18,290,000	18,290,000	18,290,000	109,740,000	38,409,000	20.219514	100.00%	776,611	9,360,912
2034	2035	2036	18,290,000	18,290,000	18,290,000	18,290,000	18,290,000	18,290,000	109,740,000	38,409,000	20.219514	100.00%	776,611	10,137,524
2035	2036	2037	18,290,000	18,290,000	18,290,000	18,290,000	18,290,000	18,290,000	109,740,000	38,409,000	20.219514	100.00%	776,611	10,914,135
2036	2037	2038	18,290,000	18,290,000	18,290,000	18,290,000	18,290,000	18,290,000	109,740,000	38,409,000	20.219514	100.00%	776,611	11,690,746
2037	2038	2039	18,290,000	18,290,000	18,290,000	18,290,000	18,290,000	18,290,000	109,740,000	38,409,000	20.219514	100.00%	776,611	12,467,357
2038	2039	2040	18,290,000	18,290,000	18,290,000	18,290,000	18,290,000	18,290,000	109,740,000	38,409,000	20.219514	100.00%	776,611	13,243,969
2039	2040	2041	18,290,000	18,290,000	18,290,000	18,290,000	18,290,000	18,290,000	109,740,000	38,409,000	20.219514	100.00%	776,611	14,020,580
2040	2041	2042	18,290,000	18,290,000	18,290,000	18,290,000	18,290,000	18,290,000	109,740,000	38,409,000	20.219514	100.00%	776,611	14,797,191
2041	2042	2043	18,290,000	18,290,000	18,290,000	18,290,000	18,290,000	18,290,000	109,740,000	38,409,000	20.219514	100.00%	776,611	15,573,803
2042	2043	2044	18,290,000	18,290,000	18,290,000	18,290,000	18,290,000	18,290,000	109,740,000	38,409,000	20.219514	100.00%	776,611	16,350,414
2043	2044	2045	18,290,000	18,290,000	18,290,000	18,290,000	18,290,000	18,290,000	109,740,000	38,409,000	20.219514	100.00%	776,611	17,127,025
2044	2045	2046	18,290,000	18,290,000	18,290,000	18,290,000	18,290,000	18,290,000	109,740,000	38,409,000	20.219514	100.00%	776,611	17,903,636
2045	2046	2047	18,290,000	18,290,000	18,290,000	18,290,000	18,290,000	18,290,000	109,740,000	38,409,000	20.219514	100.00%	776,611	18,680,248
2046	2047	2048	18,290,000	18,290,000	18,290,000	18,290,000	18,290,000	18,290,000	109,740,000	38,409,000	20.219514	100.00%	776,611	19,456,859
2047	2048	2049	18,290,000	18,290,000	18,290,000	18,290,000	18,290,000	18,290,000	109,740,000	38,409,000	20.219514	100.00%	776,611	20,233,470
2048	2049	2050	18,290,000	18,290,000	18,290,000	18,290,000	18,290,000	18,290,000	109,740,000	38,409,000	20.219514	100.00%	776,611	21,010,082
2049	2050	2051	18,290,000	18,290,000	18,290,000	18,290,000	18,290,000	18,290,000	109,740,000	38,409,000	20.219514	100.00%	776,611	21,786,693
2050	2051	2052	18,290,000	18,290,000	18,290,000	18,290,000	18,290,000	18,290,000	109,740,000	38,409,000	20.219514	100.00%	776,611	22,563,304
2051	2052	2053	18,290,000	18,290,000	18,290,000	18,290,000	18,290,000	18,290,000	109,740,000	38,409,000	20.219514	100.00%	776,611	23,339,916
2052	2053	2054		18,290,000	18,290,000	18,290,000	18,290,000	18,290,000	91,450,000	32,007,500	20.219514	100.00%	647,176	23,987,092
2053	2054	2055			18,290,000	18,290,000	18,290,000	18,290,000	73,160,000	25,606,000	20.219514	100.00%	517,741	24,504,832
2054	2055	2056				18,290,000	18,290,000	18,290,000	54,870,000	19,204,500	20.219514	100.00%	388,306	24,893,138
2055	2056	2057					18,290,000	18,290,000	36,580,000	12,803,000	20.219514	100.00%	258,870	25,152,009
2056	2057	2058						18,290,000	18,290,000	6,401,500	20.219514	100.00%	129,435	25,281,444

Total Illustrative Revenue

\$25,281,444

Net Present Value at 5.00%

\$12,055,003

- (1) See page 2.
 (2) See page 3. Assumes net effective millage rate, less School District and JVSD effective millage for years 1-10.
 (3) See page 3. Assumes net effective millage rate, less School District, JVSD and less half of County effective millage for years 11-30.
 (4) Assumes the total millage rate stays constant for the life of the Illustrative TIF after collection year 2024. Assumes a 30-year TIF area starting with first collection in 2024.

(Preliminary - Subject to Change)
 (For Internal Use Only)

**Waggoner Road Tax Increment Financing Incentive Districts
City of Reynoldsburg, Ohio**

WAIVER

The Rhoderick C Griffin Trust Dated May 15, 2017, with Rhoderick C. Griffin as Trustee, Laurel J. Sample, and Kenton G. Griffin (the "Owners") are the owners of certain real property located within the City of Reynoldsburg (the "City") and identified in the records of Franklin County, Ohio as Property ID 060-009329-00 (formerly 263-000174) (the "Property"). The City is currently considering legislation pursuant to Ohio Revised Code Section 5709.40(C) (the "TIF Statute") to include the Property in the Waggoner Road Tax Increment Financing Incentive District (the "Incentive District TIF"). The City Council intends to vote on the legislation at their meeting on November 23, 2020. Pursuant to the TIF Statute, the Owners received notice of a public hearing to be held on September 14th during a scheduled City Council meeting. The September 14th City Council meeting did allow for public comments and the Owners did not appear as the Owner does not have any comments regarding the proposed Incentive District TIF. The City Council held a separate hearing on the Incentive District TIF on September 28, 2020, for which notice was provided through the normal City practice of publication in the local newspaper. The Owners waives notice of that hearing as the Owners does not have any comments regarding the proposed Incentive District TIF.

The Owners hereby acknowledges receiving notice of and having multiple opportunities to be heard before City Council regarding the Incentive District TIF and has no objections to including the Property in the Incentive District TIF. In addition, the Owner waives any and all irregularities or defects in the proceedings creating the Incentive District TIF and including the Property in the Incentive District TIF.

THE RHODERICK C GRIFFIN TRUST
DATED MAY 15, 2017

Date: November __, 2020

DocuSigned by:
By: Rhoderick C. Griffin 11/17/2020
C59752958F70445...
Rhoderick C. Griffin, Trustee

DocuSigned by:
Laurel J. Sample 11/17/2020
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Laurel J. Sample

DocuSigned by:
Kenton G. Griffin 11/17/2020
90B1AEBB1E094AD...
Kenton G. Griffin

Attachment: Waggoner Road TIF Waiver (TIF Agreement Waggoner Road)