



**MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
November 8, 2021**

Councilman Louis Salvati called the meeting to order at 6:30 PM

**Invocation - Pastor Aaron DeLong**

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

ABSENT: Bryant, Jenkins

**Approval of Agenda**

The agenda stands approved as submitted.

**Approval of Minutes**

a. City Council – Regular Meeting – October 25, 2021

The October 25, 2021 minutes stand approved as submitted.

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

**Community Comments**

**Marianne Shank**

**50 Wickfield Rd**

*E-Mailed Comment*

I am writing to convey my opposition to the proposed water rate increase to be considered by the City Council this evening. as an ordinance to amend Chapter 953 of the water rate charges, section 953.01 (a). While I understand the City of Columbus is again increasing the cost of water to the City of Reynoldsburg, I have the following concerns:

1. The City of Reynoldsburg does not offer a discounted water/sewer rate for low income or senior citizens as the City of Columbus does (see [<https://www.columbus.gov/utilities/customers/Utility-Discount-Programs/>](https://www.columbus.gov/utilities/customers/Utility-Discount-Programs/)) to offset the impact of these high rates. Before adopting yet another rate increase please fully investigate options to reduce the impact of the already high water rates on low income and senior citizens such as myself. It is already difficult to remain in my home given the extreme financial burden I experienced during the pandemic and increased utility costs will only add to that burden.

2. This ordinance is scheduled to be adopted as an emergency. It is not clear from the information included in the City Council agenda packet why an emergency exists but the



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cover memo alludes to the need to have new rates in place by 1/1/2022. When did the City of Columbus advise that the water rates for suburbs would increase? Why doesn't the City of Reynoldsburg provide for sufficient public notice and comment on such an increase. The appearance is that the "emergency" clause is used to subvert public comment. I am sure your true intention is to be transparent and to allow the public adequate time to consider and comment.

3. Costs are rising on all fronts. I hope the City Council will be mindful of the total impact the government has on residents' pocketbooks. With rising home prices I expect my assessed valuation and hence property taxes to continue to rise. I understand the water/sewer program is operated as an enterprise however my pocketbook is limited. Overlapping governments also are keen to dip further into my very limited pocketbook (as evidenced by the recent very expensive and poorly publicized school district levy campaign), and while I understand City Council cannot control those overlapping governments please be respectful of the impact each and every decision costs those of us on limited incomes.

I hope you will consider delaying action on the proposed water rate increase until such time as the above mentioned concerns can be addressed. I apologize for weighing in the day this matter is to be considered but I only heard about it on the local news today and am unable to attend the city council meeting this evening. I hope you will respect my perspective as I hope to be able to remain in my home in Reynoldsburg for the remainder of my given days.

Thank you.

**Mayor Begeny**

I have a proclamation that I want to read for you but I can't do it alone, as what you will find out, this group from Joseph's Coat. They don't do anything, alone, they all work together to meet the needs of the community so I asked members just come in here.

**WHEREAS**, Joseph's Coat was founded in 1998 to meet the needs of homeless families and was hosted through the Interfaith Hospitality Network; and

**WHEREAS**, the mission of Joseph's Coat is "Answering God's call to love and serve neighbors by providing clothing, household goods and furniture to those in need"; and

**WHEREAS**, Founder Joanne Barrett began Joseph's Coat in a two-car garage, and although Joanne is no longer in leadership she still continues today as a faithful volunteer; and

**WHEREAS**, Since 1998 Joseph's Coat has moved twice before finding its current location at 240 Outerbelt Street where they have been for 10 years; and

**WHEREAS**, Originally just distributing clothing, Joseph's Coat has since expanded to include furniture and household goods to provide stabilizing resources to families transitioning from homelessness to permanent housing; and





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**WHEREAS**, the original ministry was supported by a host of volunteers from Reynoldsburg's Messiah Lutheran and St. Pius X Catholic, neighboring churches on Waggoner Road. Today's partners include Unity (Parkview) Presbyterian, St. Elizabeth Ann Seton Parish, Peace United Methodist, Eastpointe Christian, Epiphany Lutheran, Holy Spirit Catholic and in Gahanna, Peace Lutheran and St. Matthews Catholic; and

**WHEREAS**, Joseph's Coat has recorded more than 1800 trips providing assistance to more than 800 families and children and distributed more than 51,000 pieces of clothing, household goods and furniture in 2021.

**NOW, THEREFORE**, I, Joe Begeny, Mayor of the City of Reynoldsburg, Ohio, hereby heartily commend Joseph's Coat on their 22 years of service to the community.

***IN WITNESS WHEREOF, I have hereunto set my hand  
and caused the Seal of the Great City of  
Reynoldsburg, Ohio, to be hereto affixed on  
November 8, 2021.***

I was invited to the celebration of the volunteers and again what an amazing thing that they do. I do have a couple of other things. As we all know, we've been following the federal legislation for infrastructure project. Today was spent on finding out what may or may not come our way in the future. A couple of items listed as far as funding, its nothing specific to the City of Reynoldsburg. However, this is what will be coming to the state of Ohio specifically. 9.2 billion for Ohio's roads and highways, approximately 500 million to assist with bridge repairs, and 12.5 billion available in competitive grants, at least 100 million to expand broadband to unreachable areas of the state. 1.4 billion for water infrastructure, 1.2 trillion for public transportation, 253 million for airport improvements, 140 million for construction of electric vehicle charging network throughout the state and 1 billion for the Great Lake restoration Initiative to decrease pollution, prevent invasive species and mitigate erosion and rising lake levels. Now while all of these things will not apply specifically to Reynoldsburg, a number of them do. And what we've been spending today doing is learning is how this money will be allocated in the process for grant application. We will be very busy over the next coming months. As we find ways to maximize the tax payers dollars to bring on some of those funds to improve Reynoldsburg in all of those categories. I'd also like to let you know that at the next meeting we will most likely have an announcement as far as our new Development Director. We are finalizing some details but we will have that person involved at the next meeting on November 27, so you can meet him and learn a little bit



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about him and the rest will be a mystery as we are dotting the i's and crossing the t's. So thank you very much for your time.

**Presentation by Auditor Cicak and Tax Administrator Gischel**

**Auditor Cicak**

As a result of the global pandemic, many of our top payees are changing their business model. They are allowing employees to work from home. My team has been running very complex financial forecasts. We have determined that this change is going to have a severe negative impact on our income tax revenue. Our forecast will be presented by Lori Gischel, who has 25 years worth of experience in municipal tax. She has presented to the Ohio legislator. She has ran the RITA office in Worthington and worked for the state auditor. As Council and the Mayor begin to review the 2022 budget, please consider the factors that are being presented tonight.

**Lori Gischel**

Thank you Council for allowing us to be here this evening. As Auditor Cicak mentioned, we have come into some times that are uncharted for all of Ohio municipalities. The Covid pandemic has made changes with business and those businesses are now making changes to their models with permanent shifts to work from home or some type of hybrid model work from home. What I would like to share with you is how we believe that is going to impact our tax dollars. On slide two there, you can see here our yearly gross dollar distribution in comparison through the end of September. I believe you get regular updates from the Auditor as well as the Mayor. You know the trend is quite well so far this year. The total we have received is close to \$27 million. That chart is showing you that while it is upward trend, mainly the withholding portion is driving that. Withholding our tax dollars that the businesses and collect their employees and then remit to us. We monitor these regularly to determine anomalies, if the revenue is subject to refund and the like. I will tell you our September and August numbers were up. We were able to go back and pinpoint those to certain businesses and we know that upward tick was due to bonuses that aren't normally paid as well as other incentives. What does that tell us? Those revenues are subject to refund, because of this change from work from home for 2021. We'll talk about that here in a little bit. What else does this chart tell us? The



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majority, 80%+ of our tax revenue comes from employer withholding. While this withholding may include courtesy resident withholding, we also know that only \$3 to \$4 million of our total tax revenue is generated by our residents. The majority of our money of the tax revenue comes from employees that come into Reynoldsburg to work but live elsewhere. We will talk about that portion here in a little bit. The next slide, the tax portion of the general fund. I just want to bring this to your attention. While the tax revenue goes in the multiple funds, the general fund, the income tax fund, the debt retirement fund and the capital improvement fund, according to our Ordinance 04-19 we want to draw your attention to the fact that our income tax revenue is the major source of funding, 80%+ percent of our general fund. That's not unusual as most municipalities typically report over 65% + of their tax revenue go to the general fund. However, much like the other municipalities, we're expecting changes to come. For tax year 2020, Governor DeWine's emergency orders allowed for individuals to work from home but for local tax to be withheld to the principal place of employment. That was during the pandemic. As you know it extended and extended. While there are still court cases pending on this issue for tax year 2020, we do not expect a large amount of refunds at this time. However, RITA assisted us with that income tax collection, they are accepting those requests and holding them until the court cases are decided. What we really want to focus on today is more of the 2021 and 2022 what's to come. So on slide 4, what's on the horizon? Two key tax revenue influences. The first is for the potential 2021 remote work location refund request. That stems from house bill 110, where our legislators, to try to give a quick direction to both municipalities and the businesses of Ohio, came out and said employers withholding to the primary workplace may withhold to primary workplace for 2021 however it would also give employees the option to request a refund at the end of this year if they are working from home. We've been working with our large employers to determine what percentage we could expect for refunds. Those refunds will be coming in starting January of 2022. We expect an influx then; however, there is a three-year statutory limitation on refund requests, so if they don't request it in 22, they still have time to do that. The second piece of this is the employers permanently shifting to a work from home or a hybrid method. I don't know where all of you work, but maybe you worked from home during the pandemic and maybe now you're going to the office a couple days a week or one day a week. This is what we are seeing and employers are



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now making those decisions. Do you still want to maintain a brick and mortar or do we want to allow our employees to work from home and are they as productive and cost savings there? Let's address for planning budget purposes. We have been in contact with some of our large employers to determine these two amounts as far as key impacts. The second piece first, going forward, what are the business plans going to look like and how much can we expect to lose if those individuals that have been coming into the city to work are now working at their homes. On slide five you have tax collection comparison. We were able to get in contact with 11 of our 20 top employers. The chart here shows you that their revenue just from those 11 from 2017 through 2021. We are projecting 2022, we are taking into account that overtime from 19 to 21 there was a 13% increase, the numbers I'm about to share with you are based on the 2019 tax year. That is our last full tax year, the 2020 tax year through April 21 is still not completely processed and closed because of extensions through October 15th of this year. We are using that in those percentages to apply. From the data we receive from those 11 employers we determined that 79% of their employees have the ability to work from home as of today. In addition the same employers are going to be withholding to workplace location beginning January 1. They have already started the process of having their payroll systems change. Those individuals that again would come here to work are now working from their home in Columbus or surrounding cities and that employer is now going to start as of January 1, with holding that money to wherever that person lives. We made some assumptions but let's go on to slide 6. What is the timeline for this? January 1st, those employers are going to start making changes, not all of them, but we project that the larger employers will. We have talked to them enough and other cities around the state that we work with. They have talked to several of their larger employers and most of their large employers are making the change and trying to make a change within the first quarter of 22. We won't see it that early. There is a delay with RITA. Also with the employers, they are large employers who file twice a month. We will start to realize the revenue decrease as early as February 1st. The second part of that is the refund piece and that we will begin to realize by July or August, basically the end of the second quarter or third quarter. We have 90 days to process any refund request. So the reason I share this with you is because again, we are in uncharted waters here. It's new for all of us. We're trying to keep good tabs on the data and what we are seeing, so that we can keep



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you informed. We will probably need to do that over the 3 months, 6 months and year as all of this sorts itself out. On slide 7, these are the numbers. Unfortunately they don't look so pretty, but I was happy to hear the Mayor say we will be getting some additional federal money coming in so hopefully that will help. Once again it's based on 2019 tax revenues. The first line there it shows all of the revenue, just over \$26 million. We first took out the withholding portion of that, which makes up the lion share of our revenue, \$21 million. From there, we removed what we received in 2019 from withholding from Reynoldsburg residents. Just a little caveat, that's not all. I mentioned \$3 to \$4 million earlier, because some of that is paid at an individual level. This is just the portion that's paid out of their withholding. If their employer withholds it and remits it to us that left us with \$18.6 million. From there, we removed, using that same example of those 11 employers we were able to speak with and as you see they make up 50% of that \$18 million. We were able to project the gain if residents were working from home and living in Reynoldsburg. We did that showing you a 20% and 10% of that tax dollars, which would be a gain to us. If they work in Columbus and live here, they would ask for the Columbus money back and pay Reynoldsburg. However, that example I just gave you, is one of the assumptions we made. We don't believe there will be very many. If any tax payers request a refund if they live in a 2.5% city, which is the same tax rate as ours. The same holds true if it is a 2% city. So our projections are based off anything less than 2%. The reason why is it's not going to be advantageous for the taxpayer or employee to ask for those monies back because they would be paying in most cases \$150-\$200 to prepare that return and they are not going to net anything monetarily for themselves. It would just be a shift from one city to another so we have remove that from the equation as far as a loss. We have not included it. The loss from those top employers, the 79% of those employees that work from home, 50% of them, we were able to determine reside in a municipality with 2% or more. So that has also been taken into account. For the refund portion, you can see the other assumptions here with the refund portion. We expect to lose \$4.4, almost \$4.5 million next year, which has to be paid out and refunded for tax year 2021. The long-term work from home is the second piece of that slide, as far as the key influences. That piece again, we want to focus on those top employers with 79% of their employees working from home. However we made the assumption that they are going to come into the office one day a week with 80% of the time would be spent at



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home and 20% here in the city of Reynoldsburg. Of those, we were able to determine from W-2 filings that 90% of those employees are non-residents. That in itself, we're expecting if it's 10% to 20%, we didn't include the 10 or 20 here. We are expecting a \$5.4 million loss. That is the piece that will start as early as January and we will see that impact in our distributions from RITA beginning in February. We have confirmed with that group of employers that the payroll systems are changing as January 1. The second piece of this, I want to draw your attention to, is the gain from residents. On the long term, it's a larger gain and the reason it's a larger gain is because we were expecting that they will, employees that are outside of Reynoldsburg, they too will request refunds. I've talked to other tax administrators around the state and some of the larger cities and they're hearing from their top employers like we have, that they are beginning to make those payroll system changes. So if they do, we will start seeing monies come from other cities that would've typically been sent to Columbus or Worthington. So that's where you're seeing we could potentially get a \$1 to \$2.1 million dollar gain. Overall, the net loss is \$5.2 million, on the long-term, is what's projected. Page 9 is the total of the two influences in the total loss of \$9.7 million. With that I would like to turn it over to Joni. As we are talking through this with some of the other administration here in the city, we received a question about what residents who live here and are working from home. We only get the \$3 to \$4 million. I also mentioned in our long-term projection, we hope to receive a gain from them, but I also wanted to share with you this chart which shows the returns are filed by income range. The majority of our residents make less than \$250,000, that could be a combined household. We have the majority of them in the \$10+ and the \$50,000+ dollar columns and a few in the \$100 thousand, but that's just to give you a little bit of an idea there.

**Joni Crawford**

I know this isn't an exciting topic but it's one we need to hear early on in the process. The last two slides just kind of give you a snapshot view of Lori's projections and if they come through the way that we think what are estimated revenues would be along with other revenues besides tax revenue. The first column is if we just use the 19% reduction which isn't taking into account any of the other refunds. So estimated revenues would be about 21,500,000 and then just based on the initial budget that we have, that's



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25,500,000. It would be a reduction to our fund balance around \$4,000,000.00. I started our fund balance out of just about what it is right now in September and anticipate the monies that we receive in October, November and December will probably just offset the expenses. There won't be any big increases but if there is, that will just be a plus. So that would make our fund balance go down to about \$8.4 million dollars. If the reduction with the refunds that would be more like 36% then our revenue would be around \$18 million and our reduction in the general fund would be 7.5 million in our fund balance would be about 4.8 million. This kind of affects the general fund mostly because that's where the majority of our tax revenue goes but it also affects our debt fund. It also affects our CIP fund. Our debt fund, we have to make whole because we are obligated to pay our debt. We might have to, how council does the percentages, how much our funds get allocated. They may have to change that allocation in the future if some of those funds become short. CIP, we have put a lot of money out this year and CIP. I don't know how fast that will build that balance back up if I revenues do decline as all of this work indicates. I also included the last five years of the fund balance from 2016 before we had our tax increase up to 2020 and you will see that the worst-case scenario of the 36% reduction comes through, our fund balance is just a little bit above what it was when we got the tax increase. 2020 our fund balance went up a lot because the bump from the cares act where we were able to offset some like 2.4 million. We were able to offset some of our payroll costs. That was an unusually high bump but I don't anticipate it being that much. We give you all this information because we're early on in the budget process and it will help you make your decisions to make sure that you're making the best decision for the future Reynoldsburg. If you have any questions please give us a call and we are more than happy to answer them for you. Thank you.

**President Pro Tempore Salvati**

From the presentation I understood that there are several different possibilities. There are people currently coming into our city to work and their withholdings are for here in Reynoldsburg and say the company is not changing the way they are withholding but they are working from home outside of Reynoldsburg, those people could apply for the refund back. The second possibility is that the company they're working for here in Reynoldsburg actually changing the way they were withhold. In which case, they





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wouldn't have to apply for a refund that money would just go straight to say Worthington where they live, those same two situations would happen for people that are doing the opposite, so companies in Worthington could start withholding Reynoldsburg taxes persons working from home in Reynoldsburg and then people in Reynoldsburg could also apply for a refund if they work in Worthington or whatever.

**Lori Gischel**

Correct. So there are two tax orders because of the governor's orders. The first is for 2020 and that is on hold because of court cases. For 2021, the legislator first came out and they made it clear to municipalities and businesses that now that the work from home time frame has been extended past the Governor's orders, employers may withhold that through the entire year and at the end of the year the employee can request that money be refunded. So essentially, what's been happening all of 2021, our large employers, the group that we focused on, were able to get data from which is 11 of them which made up half of our withholding revenue. They have been withholding that the entire year in Reynoldsburg. However 79% of their employees have been in a work from home situation. Now again, there's still some unknown there so we gave you a few assumptions because it may not be 100% of them coming back and asking for a refund. So I tried to take some of those out. We did that in all fairness both ways, but we wouldn't gain from those other cities either. The second piece is the long-term piece. That same group of employers have told us that they are going to start withholding January 1. So all of what they have been holding to Reynoldsburg in 2021 will be no longer.

**President Pro Tempore Salvati**

Since we are in a 2.5% city, the people that would possibly be applying for a refund would probably live in municipalities with 1.5% or 1.75% or less. Was it an assumption to how many people live in those lower tax municipalities or is there some kind of real number there we know how many people live in a considerably lower tax than Reynoldsburg.





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**Lori Gischel**

We know and have reports that we have developed out of about 30 reports total either from RITA or directly from large employers. We looked at W2 statements from that group of large employers. RITA was able to do a W2 dump from 2019 and show us every single employee that worked for those employers. We went through and sorted out any employee that had a 43068 zip code. So we know where those individuals are working, they're in Reynoldsburg. If they were here and/or or if they are in a 2% or 2.5% city, 52% of that group were in a city that were 2% or 2.5% or higher. We know that all of the residents RITA captures the W2s from them, have a report that we use that shows us how many people in the total wage base that may be in townships. The townships are what we as tax administrators are saying is fair game. We pretty much know that is coming in because those particular individuals can claim for a refund and they don't have to pay anyone. So that money will be theirs to keep. And yes, we use those residents, if they worked in a .75% city or 1.75% and we were able to build that in.

**President Pro Tempore Salvati**

Yes, the unfortunate thing is people living in Reynoldsburg and working elsewhere that probably aren't going to apply for a refund because we are 2.5%, unless they're really into giving the city more money which would be great.

**Lori Gischel**

We tried to, like I said from a cost standpoint, we tried to look realistically who is going to file. I used a less than \$60,000 mark. They weren't going to file because it would cost them more to have their tax return prepared if say they went realistically a 2% city versus a 2.5%. That half percent differential isn't enough to cover the preparation fee.

**Councilmember Strickland**

So those that are going to receive a refund, it will be up to them to actually send that money to Reynoldsburg?



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**Lori Gischel**

It would be up to them to file a refund request form to ask for that money back. The money is already here. Their employer already remitted that money on their behalf, and they withheld it from their paycheck and remitted it to us this past year in 2021. It would be up to the individual employee then to claim a refund. That's the big unknown so to say. We don't have any way to say how many of those people will ask for a refund. So, that is where we started making some assumptions to take those out and focus on a core group.

**Councilmember Strickland**

Receiving this and trying to understand it and I have to digest it and again just trying to see, I don't think employees are going to know to ask for that refund. I don't know if that is being communicated out to the employers but we're just going to have to look at this information.

**Lori Gischel**

By any means, if you have questions afterwards, please feel free to contact us and we will answer any questions. You can come in to meet with us and we can go over more information.

**Councilmember Baker**

Thank you for coming in to present this. It is a lot of information especially when you're dealing with numbers. It is going to take time to digest. My question is I was looking at page 11 where it talks about the 2022 general fund projection and the 19% reduction or 36% reduction. When will we get a good idea of If it's going to be 19 or 36. Will it be more in February or in July?

**Lori Gischel**

Two things. We will have a good sense in the end of the first quarter how many employers made that shift in January. That is going to be a permanent change for us. On slide 8 was \$5.2 million. It doesn't mean they can't change after January 1st. I have talked to a couple cities actually today and one of them has already seen one of their



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larger employers make that change last month. They think they are getting these payroll systems ready and that's what we have been hearing. One saw a 40% drop in another large employer. There was a 55% drop in what they would normally receive last month. We will know that, just because the large employees we talk to, were looking for a January 1st as a target date. That should be by the end of the first quarter and that's why we hope to be able to continue to keep communication open with you and the rest of the administration. Because it's a moving and we won't know until next year how it's all going to shift out. The refund piece of it, that's going to take a little longer because people typically don't receive their W2s until the end of January. When they start filing, there 90 days to process those refunds. RITA's getting inundated with paper and electronic filings, but those refunds have to be out within 90 days. We are going to be one month behind that so about 120 we should have a good idea, anywhere from July, August, September time frame of next year. Good for us and all of the other Ohio municipalities it's a onetime impact. Unfortunately, we are going to get that impact and the permanent change in the same year, Ohio municipalities are going to get hit twice.

**Councilmember Baker**

I was wondering, we have this nice big piece of our budget that we have to go through, how is that going to impact the one we are working on and obviously next year. Sounds like the impact is going to start right around when we should start doing next year's budget as well.

**Lori Gischel**

I think next year's budget, we will probably be, unless something else happens, in a much better position to know what that impact is because we will have a full year of collections under this new change with employers changing to the work from home location. This year we don't know how many of them we're going to change. We also don't know with the refunds how many are going to ask for those, so that's where it's going to be a little bit of a give-and-take. What we presented to you today to help you look at this year's budget, as we know for sure this top group of employers are changing January 1st. We also know that 79% of their employees have had the potential to work from home all this



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year. We have already received their withholdings. So if they do choose to ask for a refund those refunds are due.

**Joni Crawford**

As far as the budget, it's up to the Mayor and Council as far as how you want it to impact the fund balance. There are certain things we have to pay typically 75% to 78% of our budget is payroll. There's not a lot you can do with that, you can look through the numbers and see the raises and things like that but there are not really big raises going through so there is not a lot you can do with that. When the Mayor presents his budget you can ask him questions about any flexibility, that's more of a decision up to the Mayor and how he would handle that. In the past generally Council has passed a budget that is balanced with the revenue. It may be a little harder to do this year because the revenue is going to be a low number. Together we just need to decide how much we want it to impact our fund balance and maybe how much we can push off until the second half or make a midyear additional appropriation if we see that things aren't as detrimental as they look right now. And add back some things you may have to take out now but that is a discussion you have to have with the Mayor and Council together as you go through the budget.

**Councilmember Baker**

I am trying to, it's going to be hard especially with the variance of court cases because courts go at their own pace.

**Joni Crawford**

Lori has been in contact with these top employers for the past couple months and trying to get this information. These companies tell you what they want you to know when they want you to know it, the large companies. So they are not going to put any negative information out into the space that could ultimately impact their stock prices or their income and things like that. She has been on them and working really hard. So I don't want you to feel like we put this off to the last minute, we have been working really hard to try and get information. We knew these court cases were coming and these companies were able to give some more concrete data that said we got some more percentages in



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numbers. We got it to you as early as we could so it's as accurate as possible. Sorry, that there isn't better news but we wanted to have it available to you as you go through the budget process the next six weeks.

**Lori Gischel**

If I could clarify just one item there, about the court cases. The court cases don't actually come into play with any of these numbers here. These numbers are 21, the court cases are for 2020 only.

**President Pro Tempore Salvati**

So for the 2021 taxes that have been withheld, do you know if there's going to be any education, I don't know if that is the right word. I know when I filled out RITA for years, just when I get my W2 where they took out taxes is where I worked and that's just the way it is but 21 is going to be a weird year because you might not of worked where you took the taxes out and you have to know to apply for, especially if you just wrote out the RITA like I do. Is there going to be a question on the reader form or a box that you have to read where you might be entitled to a refund if you work from home, that sort of thing.

**Lori Gischel**

If I could clarify, I don't believe so. I know for 2020, they did put something on the form to let people know that we would be holding those refunds until such time that the court cases were decided. For 2021 I have not heard anything. I know that the forms from working there for 18 years, the forms are typically in almost a final state by the end of July beginning of August. I don't believe anything is going to go on the form it's possible they might put something on the website. There's information out there already on the website about some of the legislation. HB 110 and HB 197 section 29, also impacted that. That's what the court case is about. I'm looking at Chris here because the attorney just loves that stuff right? We have talked, as I mentioned. We have been in regular contact with some of our neighboring communities here in central Ohio. We also because the legislators, they want to make it easy on both the businesses and the municipalities but again everybody is in the situation where we've never been here before. So how do we handle all of this? We have talked about how we try to come up with for those refunds



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there's a certification process. Do we try to as a whole get together as administrators and come up with some things, maybe frequently asked questions, maybe it's a different type of certification form, where we work with our large employers so that it doesn't become this daunting task. It's not a push and shove back-and-forth between business and local government so to say. There will be more to come on that. I know in talking to at least a couple of our large employers, in 2020 they did put out a memo if you will, or some type of statement to their employees as to how that was going to be handled. They are looking to do that again for 2021. They weren't yet ready to share what that would be with us. I know the Mayor too has been in contact with some of the large employers. We have been trying to work as closely with Auditor Cicak as well as closely as we can.

**President Pro Tempore Salvati**

I was hoping to lean on ignorance a little bit.

**Lori Gischel**

If I could clarify, I was hoping to come in here and tell you we don't have any refund requests, but that is not the case.

**Mayor Begeny**

I have just gotten these numbers today myself so I will take some time to digest. The budget that you saw is based on previous assumptions. That being said, I think some legislators have used the phrase Pandora's Box with this. I think a few legislators thought he wouldn't it be great and they went ahead and put it through without actually thinking the long-term ramifications are. It's not just the city of Reynoldsburg, the city of Columbus could absolutely be devastated with these changes. Cities like Dublin and Worthington and all of the traditional norms of income and city budgets have all been based upon that if you have businesses in your community and generate revenue off those businesses, that's what provides the services. This kind of flipped the script considerably. I know we briefly talked about potential programs where we would reach out to residents that live in Reynoldsburg that work somewhere outside of Reynoldsburg and persuade them that their tax dollars would be better used here. That being said as we go through the budget, please feel free and contact us where you think that certain things could go.



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As with all things these are all assumptions there are certain things we can count on and we have to make changes for. There are other things that we still just don't know how they will react all the way through. I am happy to hear feedback as we go all the way through and make changes where I need to be done. I would like to think while this is not the greatest news ever to be given at a council meeting, the reality is the uncertainty of the pandemic, believe it or not has prepared us very well for something like this. We have been able to take in a sense what is another complete unknown, what happens when things are shut down how that impacts a business as far as what that can do and we are very good at being quick on our feet and making those adjustments day by day and week by week basis and protect the taxpayer dollars and provide those services that they are expecting all the way around.

**Public Hearing**

**An Ordinance Creating the Summit Road Tax Increment Financing District; 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 Incenti**

As there were no comments, the Public Hearing was closed.

**An Ordinance Authorizing Local Aggregation of Retail Electric Loads in Accordance with Section 4928.20 of the Ohio Revised Code**

As there were no comments, the Public Hearing was closed.

**Motions**

**A MOTION TO APPROVE A RESOLUTION RECOGNIZING THE HINDU FESTIVAL OF DIWALI**

**Councilmember Pyakurel**





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We had a very good celebration last night, Sunday evening in front of City Hall. Thank you Mayor and all the council members that were here. We had an excellent celebration from various communities. It was nice. I would like to invite Nil Adhikari to come and say a few words.

**Nil Adhikari**

Thank you for inviting me to this meeting. Honorable mayor, council members, and community members, my name is Nik Adhikari. I'm living in Reynoldsburg, Ohio. And I'm here to explain a little bit about the biggest festival we celebrated a couple days ago. But first I would like to congratulate all the newly elected council members. We have all the confidence in you and we know that you will do amazing within your position. Diwali, the festival of lights consist of five days in which we celebrate. Day one starts with the celebration of birds like crows. Girls are celebrated for delivering messages. Day two is the celebration of dogs. We honor them for being man's best friend. The third day is the celebration of cows, they are celebrated as being the reincarnation of the goddess of wealth that we called Lakshmi. The fourth day is the celebration of oxens. And these are tools of agriculture for the village people. And the fifth and final is capped off by the celebration of brothers and their sisters and exchanging gifts and blessings. Diwali also has historical importance that dates back to hundreds of thousands of years ago at which time God reincarnated himself in the form of a human on this earth that we believe. The king of Ayodya sent his son lord Rama in exile for 14 years. Due to his promise that he had given his wife. Lord Rama was accompanied by his wife and his brother one day while both men were busy lord Rama's wife was kidnapped by Rivanna. Diwali marks the victory of God over evil when lord Rama defeats the demon. a trial returns to Ayodya after 14 years of exile they welcome him by a guided pathway of lights and oil lamps. It is very interesting how this might connect to our festivals and us personally. Back in Bhutan, we were also forced into exile and after 20 or so years we were welcomed into America on a new in Brighton pathway with many opportunities waiting for us. Diwali, which for some also can sides with harvest and New Year's celebrations, Diwali symbolizes the victory of light over darkness, good over evil and knowledge over ignorance. The oil lamps and lights convey that it is time to destroy all of our negative and dark desires and gives us more strength to carry-on our positive vibes for the rest of



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our years. Also I would like to thank the city of Reynoldsburg for giving us the opportunity to celebrate Diwali in front of City Hall on November 5. I would like to give a special thanks to Councilmember Pyakurel for his never tiring efforts for leading this event and making arrangements for this event. We hope to continue celebrating such events in the near future in a grand manner. Last but not least, I would like to conclude my speech here by thanking the city of Reynoldsburg for giving a meeting space to speak forth about the festival of Diwali. And thank you for cleaning October as Hindu heritage month.

**Councilmember Pyakurel read the resolution into the minutes.**

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

## **Reports**

### **Liquor Permits**

#### **OHIO SPRINGS INC. DBA SHEETZ LIQUOR PERMIT**

##### **Chief Baker**

This is a new liquor permit application. Located at 8271 E. Broad Street. This business will be operated as a Sheetz. The office holder for Ohio Springs is Thomas Luciano, Thomas Patton and Gary Zimmerman. The liquor permit is for a C1 C2 class, which is beer wine and mix beverages and sealed containers for carry out only. This will be a new business so there are no police related calls at this location. The Ohio Department of liquor control has advised us that they know nothing that would prevent the permit from being issued. I do not recommend we request a hearing for this permit application.

|                |                              |
|----------------|------------------------------|
| <b>RESULT:</b> | <b>READ INTO THE MINUTES</b> |
|----------------|------------------------------|



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**SPEEDWAY LIQUOR PERMIT FOR 6312 EAST MAIN STREET**

**Chief Baker**

Two and three we can do together. This application was sent to notify us of a change in the LLC interest. MPC investments which held both of these liquor permits at the two speedways. Has changed to Speedway holdings but the management members are not changing. I do not recommend we request a hearing for those two permit applications.

|                |                              |
|----------------|------------------------------|
| <b>RESULT:</b> | <b>READ INTO THE MINUTES</b> |
|----------------|------------------------------|

**SPEEDWAY LIQUOR PERMIT FOR 7881 EAST MAIN STREET**

Chief Baker did not recommend a hearing at this time.

|                |                              |
|----------------|------------------------------|
| <b>RESULT:</b> | <b>READ INTO THE MINUTES</b> |
|----------------|------------------------------|

**Development, Parks & Recreation Committee**

This is the Development, Parks & Recreation Committee meeting for November 8, 2021.

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

An Ordinance to Amend the Official Zoning Map for the City of Reynoldsburg for a Property Located at 8555 East Main Street from Innovation District (I) to Community Commercial District (CC)

**Attorney Shook**

This application for rezoning had two hearings in front of planning commission. At the second hearing, the applicant had amended their application to reflect that they were only requesting rezoning for less than half of the parcel. The portion of the parcel that faces main street at the northern portion of the parcel for community



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commercial. After having made that change, the planning commission went ahead and moved to accept this proposal and make a recommendation to counsel to approve the rezoning with the following condition that a traffic impact study be conducted depending on how the lot split is determined. At this time, it is to be presented to counsel to the committee and requesting that this be sent to the full Council for secondary. Thank you.

Councilmember Baker makes a motion to forward the ordinance to Council for a second reading. Second by Councilmember Lawson-Rowe. Motion carries.

A public hearing regarding this ordinance will be held at the November 22nd Council meeting.

An Ordinance Making a Transfer of Funds in the Parks and Recreation Department Among Various General Fund Accounts, and Declaring an Emergency

**Director Bauman**

We are wanting to put a sound system or loudspeaker system is what the company calls it at both Huber Park in JFK Park. We do have the funds available in the budget we are not asking for any additional appropriation; however, I was informed that it needs to come out of the 5600 capital account versus my 5300 services so I am requesting a transfer of funds. I am requesting that this be passed with emergency language at the next meeting in order to keep the pricing that we have been given and ensure product delivery.

**Councilmember Pyakurel**

I think this is an important item that we need. What kind of sound system are you going to put in there?

**Director Bauman**

It's going to be more of a paging system. So we can use a microphone or we can tie it to the telephone that's in the senior center so we can pick up the phone and make



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paging announcements. Somebody can be in there and make announcements for the tomato festival or during games but there will also be a microphone that you can use outside and the horns will be placed, one on the awning in the senior center and two on the light poles within the parking lot of Huber and one down by the lightning detection system. At JFK Park, it will be placed on top of the new restroom concession stand and one back at diamonds 8, 9 and 10 so it can be heard back there. A total of 6.

**President Pro Tempore Salvati**

So now we have to work on getting some older residents to tell stories during the whole Tomato Festival like they do at the Circleville pumpkin show.

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

An Ordinance Making a Transfer of Funds in the Parks and Recreation Department Among Various General Fund Accounts in the Senior Center, and Declaring an Emergency

**Director Bauman**

This one is very similar to the one we just discussed except this one is going to be for a paging system to be placed within the senior center building. There are three rooms that do not have a speaker so you can't hear the announcements that are made in these funds will come out of the senior center budget which is separate from the Parks and Recreation budget. We also have to purchase the wireless microphone for the senior center and some earpiece ones for hands-free microphones because the current ones that we have for some reason do not meet with the FCC guidelines. So we are going to go ahead and get the new microphones as well.

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



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An Ordinance Authorizing the Mayor to Enter into a Contract with OHM for Architectural and Engineering Design and Bidding Services for Improvements to Civic Park and Appropriating Funds Therefor

**Director Bauman**

Aaron Domini was here at the last council meeting and spoke about the phase 1 improvements that would be made for civic park and this is just authorizing the mayor to go ahead and enter into contract with him and appropriate the funds that are needed to pay for the services for OHM.

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

**Councilmember Baker**

I have a side question. About the skate park. Somebody asked me a question and I didn't want to give them the wrong information. What is the status of it?

**Director Bauman**

Winter is almost here. We started that project in March with the full intention to be finished by May. Once the skate surface in the ply wood was taken off we realized how deteriorated the interior structures were. Staff has replaced every single piece of wood on those internally that you cannot see until you've taken off the plywood, the last piece of plywood has been put in and the steel has been delivered from suburban steel so we are hoping to get that in by the end of the week fingers crossed. Next week, we have to take a little time off because there's a tree that has to be decorated for the lighting, and a lot of lighting that has to be done at the senior center. Then we have the skate surface that is going to go on and we promised the mayor we were going to have it by Christmas with a red bow on it. It really has taken a toll on us that we did not anticipate it was going to cost between three and \$400,000 to have a company come do it and we thought we can do it so let's take care of that. We did have some vandalism to what we had done so that had to be redone and put you behind as well and then we had two staff members out on Injury leave along with



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Covid cases and our normal job that we had to do. We apologize That it has taken this long but it will be done by the end of this year.

**Public Safety, Law & Courts Committee**

This is the Public Safety, Laws & Court Committee meeting for November 8, 2021.

Members in attendance are: Councilmember Cotner, Councilmember Pyakurel, Councilmember Lawson-Rowe and Acting President Salvati.

An Ordinance Unappropriating Funds from an Account in the Maintenance Department and Appropriating Funds to an Account in the Police Department

**Chief Baker**

I will speak for Mr. Taggart here. The vehicle that we are purchasing is a utility vehicle. As you know we purchased a utility vehicle a couple years ago and never imagined how we would use that vehicle as we are using it here today because of the pandemic. So those of you that have come to public forums that we have had we constantly hear how the citizens like that they like the officers in these utility vehicles because they are more approachable. Terrible to get into the parks they are able to get into apartment complexes so we are looking to expand that program and add a vehicle. We are adding a vehicle under our current budget this is not an increase in any budget item. But with the last vehicle we shared that with our maintenance department with Mr. Taggart and his crew. So when we found out we were purchasing this vehicle, he saw some use into sharing that vehicle and simply allocating some funds into our budget. So we won't be just using it will also be the maintenance department and hopefully the vehicle will be used to its maximum capacity by sharing it.

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





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An Ordinance Authorizing the Mayor to Purchase Four Hybrid Police Cruiser and Related Equipment for the Reynoldsburg Police Department

**Chief Baker**

This is something that typically will come to you after a budget is passed. In the past how this process works with vehicles in the latest and later we get in line the longer it takes to get vehicles. Last year we ordered our vehicles in the first half of the year and just last week we received them there's been some issues with vehicles if you've been watching TV with receiving vehicles but we get in line and we receive the vehicles like they become available. They bring this forward now it also provides the opportunity for all public hearings to have on this item and not pass it by emergency. So that's why you're seeing this item now instead of after we pass the budget.

**Councilmember Cotner**

The hybrid cruisers, what's the thought on it? As we operate the vehicles can we expect some savings?

**Chief Baker**

I was hoping we would have some of our own data this year and we would already have those cruisers that we ordered last year unfortunately we just received them last week. We do have some data from Westerville that shows significant miles per gallon increase in the hybrid vehicles. We don't have our own data yet but we do expect a significant savings both in fuel and maintenance costs. We definitely want to switch our vehicles over to hybrid. That's going to be a process. We're not going to get a rid of a good vehicle until they're at the end of their life and then we will cycle those vehicles out. But we do expect to see significant fuel and maintenance savings. Westerville has seen those savings already.

**Councilmember Cotner**

So these will just go into the regular rotation? Kind of rolling into their normal routine?



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**Chief Baker**

Yeah these four will be allocated to patrol. We have several vehicles that are over 100,000 miles vehicle that's over 150,000 miles. About a month ago the mechanics put a separate vehicle out of service and it was not worth fixing. That vehicle was already supposed to be out of rotation of us since it took so long to get our new vehicles we had to hang onto it. These four will be allocated directly to patrol.

**Councilmember Cotner**

Any different technology in this vehicle, or our mechanics comfortable in handling this type of vehicle?

**Chief Baker**

We always check with them. as soon as our vehicles came in last week they took one of those vehicles. I can tell you this it was kind of weird for me. I've never been in a purely hybrid vehicle. So when I turn the key nothing occurred. I've never been in a vehicle like that until the dash said vehicle has started I have no idea is started and when you drove the vehicle, I have a semi hybrid vehicle I think I'm not a mechanic but there's only certain times that at stop lights and stop signs that the engine will shut down. Anytime you are not on the gas with these vehicles the engine shuts off so you could be going 55 mph down the road take your foot off the gas and that engine stops so you're not burning fuel in those vehicles anymore. So I'm kind of excited to see what the savings will be. I think they will be significant. So if you look at Westerville, we don't have our own data yet until those vehicles are put in the service.

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

An Ordinance to Amend Chapter 351 Parking of the Codified Ordinances for the City of Reynoldsburg

**Attorney Shook**

This is an ordinance to amend Chapter 351 which is our parking ordinance. There are three changes that are proposed. The first is to give police greater flexibility to be able



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to move vehicles that creates safety hazards that are illegally parked in the city. Including vehicles that are blocking fire exits and hydrants. In addition we are seeking to amend certain sections of the prohibited parking places section to include the cars will be prohibited from parking within 3 feet of the edge of the apron of any private or public driveway. That's to give residents a little bit more safety and flexibility and being able to get out of their driveway. In addition we are making a minor change to prohibit parking within 20 feet of any intersection not just the crosswalk of an intersection and then finally the third major change is to expand the streets in which there is no parking when there is more than 2 inches of snow on the ground. The list of streets was the first promulgated back in 1984 and so it hasn't been changed now in almost 40 years. There are a few streets that have been constructed in the city since that time which are major cut through streets and those are Priestly Kingsley and Firstgate, Rodebaugh Drive, and Rodebaugh Road from Firstgate Drive out to Waggoner Road. Those are the streets that would be added to the list of streets that you cannot park on when there are more than 2 inches of snow on the ground and that's to make it easier for our street sweeper to travel down the streets.

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

**Public Service & Transportation Committee**

This is the Public Service & Transportation Committee meeting for November 8, 2021. Members in attendance are: Councilmember Cotner, Councilmember Pyakurel, Councilmember Lawson-Rowe, Chair Strickland, and Acting President Salvati.

An Ordinance to Certify Nuisance Abatement Costs Associated with 54 Scenic Road in the City of Reynoldsburg, and Declaring and Emergency

**Attorney Shook**

This is an ordinance that had a second read back in June. The reason we held it is to make sure that we had public service on the property. The bill for the nuisance



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abatement cost and service upon the lienholder. We have obtained that and this property is currently in foreclosure. We want to make sure we get those abatement cost certified through the county before it goes up for a sheriff sale. So that's the reason they're asking for an emergency passage this evening.

Councilmember Strickland makes a motion to forward the ordinance to Council for emergency approval. Second by Councilmember Lawson-Rowe. Motion carries.

An Ordinance Authorizing the Mayor to Enter into Contract with Southeastern Equipment Co. to Purchase a 2022 VaCall AJVR 1015 Hydro Vac / Jet Combination Equipment, Waive Competitive Bidding and Appropriate Funds

**Director Dorman**

Some of you are probably familiar but this was brought before council a few years ago by the water superintendent. It was held it as part of Covid cuts. This equipment is a jet vac, it's used to dig utility lines safely. It's a jet propelled equipment where it blast water into the hole and there is a vacuum that is sucking the dirt up as it goes. Our superintendent provided a pretty good cut sheet on why he values this piece of equipment. In both cities I've been with I've purchased one of these. It's fairly common in the public work sector. The nice thing about it is in the middle of the night when we get a call for a Watermain break. We go out there with this piece of equipment it only calls for two individuals and we do not have to call oops because it safe and just water as opposed to water where you could dig something out of the ground. It's just water and vacuum cleaner, so you never have danger of damaging any utilities. It cuts the time in half for on-call service which saves us money in the end. There are times in the winter where we are so busy we have to call a contractor to perform this work as well because we don't have this kind of truck right now. So when we have a few water breaks simultaneously we will have one crew out there with the backhoe and we will have another contractor who has this type of equipment to help us out with that repair. It is sold by Southeastern equipment and it is on the state bid pricing. Anytime somebody is on that list they've already been vetted by the state so we are getting the best price and we did get three quotes. It's a fairly



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complicated piece of equipment. It's a 5 to 4 page description of every knob and tube that goes on this piece of equipment. This is coming out of three different enterprise funds and it will be shared by the street and sanitary department.

**Councilmember Cotner**

It's a really expensive piece of equipment so is this a common item that other municipalities would have?

**Director Dorman**

It is. Both municipalities that I worked for previously, we purchased one of these.

**Councilmember Cotner**

It's not like a luxury item like it would be really cool if we had. I know we have a lot of water breaks and we're trying to fix those but this is something you would find if you went to other municipalities that are similar to us?

**Director Dorman**

Correct. A lot of the reason municipalities went to it is because of the time it cut off on a service call and also the safety benefits, a lot less workers comp claims from people getting injured falling into a hole or a ditch. You're basically just standing there sucking out the dirt and you go dump it.

**Councilmember Cotner**

That leads to the next thing, it sounds really simple but yet a moment ago you said how complicated this device is too. Is there going to be special training you said there were three different departments using it, is there one key point person using it.

**Director Dorman**

The company will come out and give training to all the departments who use it. It's complicated in the fact that setting the pressure in the suction but not complicated for the guys that use it similar to a dental hygienist. Pretty good once they get the hang of



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it and how to use it. We do have a special building that was built for this a few years ago to house it. It's at the water plant.

**Councilmember Cotner**

What's the lifespan on one of these things?

**Director Dorman**

I would have to look at the warranty and I can get back with you at the next meeting but typically I would say 20 years or so.

Councilmember Strickland makes a motion to forward the ordinance to Council for a first read. Second by Councilmember Pyakurel. 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**

It's that time of year that we talk about water and sewer rates and I know you saw the email earlier from the resident discussing this. We have mentioned this to Council that we knew these rates were coming, Columbus I wouldn't say drags their feet but they go through the same process as we do trying to figure out what they need to do this year and what does it look like budgetary. Once again, Columbus does provide 90% of the water and sewer services in Franklin County area. We are master meter community just like Gahanna Obetz in Bexley. Once again whenever water enters the city, although we're getting it from Columbus we are responsible for it. Back to the piece of equipment we are asking to purchase, when we get a water break we're going out and fixing that break, we are restoring service to residence because when they lose water we are back out there within 3 to 4 hours in our back up and have water again. We're in the city of Columbus they were typically just let it run and may not get out there for days even weeks depending on the weather. Those people would see a loss in pressure which for a business and resident it's not the greatest thing to have.



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The sewer is the same way. So when it comes in from Columbus it goes down and gets treated and that's what we are paying them for. On the water we are paying for when it comes in and the sewer we are paying for when it goes out. As we somewhat discussed last year we were kind of alluded to that these rates were going to start increasing I think last year was a little less in a 2% race and this year went up three and 4%. We have been told it could go up to seven and 8%. Unfortunately we really can't control that. We did call some other communities today the other master meter communities and got their opinion on how they are moving forward. The only community that hasn't really decided I think was Gahanna. Obetz and Bexley are passing through the Columbus rate, they have a little less infrastructure than we do. We always add a tiny percent on top of that because we have certain orders through the EPA that we are mandated to follow and that involves videoing our lines every year and replacing infrastructure, that is what the money is used for. So when you add that 1% that's just going to the enterprise fund. We don't move it to salaries or the parks department, it's strictly has to stay in the water department fund. We have done a lot of stuff this year, we entered a new trash contract and added a tiny increase to the residence. We just recently passed the stormwater, which once again was a Columbus increase. And in total if we look at the water and storm water and sewer it's a \$.97 increase with the Columbus rates. When you add the cities rates on top of that for an average family a quarter they are currently paying \$455.19 with the increase it would go to \$477.96. Which is about seven dollars a month. So I know the percentages seem high But when you break it down it's kind of what you pay for Netflix or a different streaming device and that is for everything trash water sewer and stormwater.

**Councilmember Strickland**

I do have a question here for you. We did receive the communication from a resident regarding is there any incentives for senior citizens or low income. Can you speak a little bit about that.



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**Director Dorman**

We started discussing this option but with Covid we weren't charging fees or turn offs we went through the motions but we weren't implementing everything. Next council meeting we will be introducing an ordinance that will offer a 10% discount for senior citizens up to 10,000 gallons. The reason we do the 10,000 gallon limit is because that would be the typical consumption for a senior citizen couple living by themselves quarterly. So obviously if you have a multi generational family in a home they can still apply for the discount if they have an elderly person in the home however it only applies to the first 10,000 gallons.

**Councilmember Strickland**

Have we worked out those details yet regarding the application process or who needs to be contacted.

**Director Dorman**

It would run similar to our trash we currently offer a 10% trash discount as well. We are essentially going to use our same list and just translate it to the water. Those who are not registered, this is a good thing because some people probably aren't aware and we will get the word out there on our website they can still come in and register and apply for those discounts.

**Councilmember Strickland**

Do you know of any other city that also gives discount for low income families?

**Director Dorman**

Not that I am aware of no. We talked about this last time we were discussing Covid, we will always work with people. If someone is having a rough month or rough year or a time, we will always set up payment plans we will work with people I can't tell you how many times I've walked in there and someone is asking me and the mayor and I will talk about it and we will come up with a reasonable plan. And most people are good about that. Typically on a monthly basis people that we are turning off or sending notices on they are reoccurring. We can look at their history and if someone





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hasn't called us in three years we can work with them. We have a once a year or every two years forgiveness where we allow people the late penalties to be waived or things like that. So we are always sensitive to people and their situation.

**Councilmember Pyakurel**

The increase is per quarter or month, the seven dollars? And it's Up to 10,000 gallons for the discount?

**Director Dorman**

Correct. So they could use 20,000 gallons but we will give them the discount up to 10,000 gallons. 10,000 gallons is a very normal consumption if there were two senior citizens living by themselves in a home for three months.

**Councilmember Pyakurel**

We are anticipating this increase for a long time and now we bring it up now with an emergency.

**Director Dorman**

The emergency is still three reads, the only thing we can't comply with is the 30 days because we have to have this affective the first of the year and unfortunately we just found out what the final rates from Columbus would be. Gahanna hasn't even been able to put legislation forth and will have to go to a two read emergency based on our conversations from today. We are very sensitive to that too and they will tell us what they are thinking but they won't finalize it till later, which is what we just found out.

**Councilmember Baker**

I know we talked about going from paying every three months to trying to create something that is more every month so people know what they are using and can budget for per month. Sometimes when you get this bill of three months, some people don't remember and I scrambling and calling the city to get on a payment plan because they can't afford it. I do want to say to back your claim up, the one resident



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that you helped she came to me looking for help in the city took care of her so once again I thank you for that. Where are we at with the monthly payments?

**Director Dorman**

As we work into the budget next year that's one thing we're doing, we're consolidating software. Joni and I in the auditing department and water are working closely on some solutions to that. One thing we are going to move forward with is the billing option and Cross is the building department as well. We will get a new module that will allow residents to look at their own consumption. They can go to the website bring up their account and say oh wow I will use this much. The nice thing about that too is it allows us to set up some standardized reports that we can run on a daily basis or however often Nepi and we can say tell us where it looks like somebody has an abnormal consumption. We can print that out and notify those residents. We notice your consumption is really high we would like to send somebody out from the water department to check it out. That's part of it moving forward next year as well as having new meters as well. This has been a long time coming for the water department and kind of catching up but we have several meter that have the ability to Colin and right now we're using a company to drive around. We will probably turn those on in the next month which will help too. People can really see their consumption every 24 hours. They can get on their look and see and that's how we know we will see that graph shoot up. And we will work with people. We had a gentleman who just came back from snowboarding and had a toilet running the whole time and he was not asking it for a discount or anything like that we took the sewer rates off and he still paid a fairly large bill but if that something we would've had we could've seen and had a family relative come in and turn the water off.

Councilmember Strickland makes a motion to forward the ordinance to Council for a first read. 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



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**Director Dorman**

Once again to kind of explain this, the same as the water the rates that are included in there are the total for water sewer and trash increases on the average resident.

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

An Ordinance Authorizing the Mayor to Enter into an Intergovernmental Working Agreement with Franklin Soil and Water Conservation District to Support the Big Walnut Watershed Coordinator Program Administered by Franklin Soil and Water Conservation District in Coordination with and Support from MORPC and the State Watershed Programs with ODNR and Ohio EPA

**Director Dorman**

This is an annual contract that we do they call it a working agreement actually not a contract but with Franklin soil and water conservation. They work with most of the cities within the county as well as the corporate areas. They provide us with assistance regarding storm water pollution and on occasion with sanitation and erosion control inspections and every year they do an annual rain barrel and rain garden workshop. That program is a great program every year and when they attend they get a free rain barrel they can hook up at their house and used to conserve water. They are also in the school districts and with the environmental science department and helping them with educational components as well.

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

An Ordinance to Repeal Chapter 1305, Sections 1305.01, 1305.02, and 1305.03 and Replace with Section 1305.01, and Renumber Sections 1305.04, 1305.05, 1305.06, 1305.07, 1305.08, 1305.09, 1305.10, 1305.11, and 1305.12 of the Codified Ordinances for the City of Reynoldsburg



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**Director Dorman**

This has been all about cross communication with the different departments and Molly helped out quite a bit as well with this. Every city should look at their fee schedule periodically and we haven't looked at ours since 2017. Some of our fees were a little low and somewhere a little high especially now that we're getting development in the city. We are not in the business to make money but we should make sure we are at least staying whole and covering the cost like inspections. I'm coming to Council next meeting to increase some funding for plumbing because our money in the plumbing area has pretty much been exhausted. We are turning over \$13-\$15,000 a month and plumbing inspections and just today our new CBO started for the city. This is the first time we've had a CBO in the city for many years. Our goal with this was to take all the various sections of codes that we have and put them in one concise stack so when someone walks in the door we can hand them the document and it will list all the fees from zoning to plan reviews to inspections. We called multiple communities, Drew and I worked on this. For the past five months at least if not longer. We called Gahanna Canal Winchester Pickerington Whitehall New Alban, Took all of their existing fee schedules cross reference them put them in a database and did some comparables. Anytime we found a number that varied more than \$10 we adjusted it accordingly. We don't want to be the most expensive or the cheapest. We are pretty much in line now with all the other communities surrounding us.

**Councilmember Baker**

I just want to give Drew credit. This looks like a long tedious process. Again, thank you.

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



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**Finance & Administration Committee**

This is the Finance & Administration Committee meeting for November 8, 2021

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

An Ordinance to Authorize the Mayor to Enter into a Development Agreement with the Center Ice Foundation of Central Ohio for the Purpose of Future Sale and Re-Development of Real Estate, and Declaring an Emergency

**Mayor Begeny**

Obviously this is in regards to the piece of property the City purchased for the potential of the Center Ice Program. The Development piece is set to go in so they can do their due diligence and working with their sponsors to get the project off the ground. Attorney Shook can talk about the eventualities if things work out the way they are supposed to. And unfortunately if things do not then there is a plan for that as well.

**Attorney Shook**

This is a development agreement negotiated between the Mayor's office and the Center Ice Foundation of Central Ohio. It's structured very similarly to what we saw for the Trivium agreement for the Happy Dragon. There are significant differences however. One of them being because this is a project the City has recruited from this non profit foundation, being able to provide and ice rink and multi use facility, this is a piece of land that the City would be willing to donate to the Center Ice Foundation for the purpose of this development taking place. That will not happen unless the Center Ice Foundation can raise the funds that need to build. We are going to incorporate whatever site plan they provide that they are able to provide into a purchase and sale agreement to ensure that that is the project that is actually built on this property with of course a reversion to the City if that is not what is built. In addition the charitable development will also come back to the city and will be leased to the Center Ice Foundation on a ground lease of \$1 a year, similar to what we



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currently do with the YMCA. This is an 18 month option development agreement. The Center Ice Foundation that time period by which to go ahead and engage in their fundraising efforts and site development efforts and present a project to the City within the time frame that is acceptable to the City. If that takes place then we can negotiate a purchase and sale agreement. Those are the highlights of the agreement at this time. I can take any questions that Council may have.

**Councilmember Strickland**

So the foundation will have 18 months to raise funds for this particular property?

**Attorney Shook**

18 months is the time they have to present a project to the City that is satisfactory to attempting to obtain. Specifically the ice facility and multi use facility.

**Councilmember Pyakurel**

Attorney Shook, you mentioned we are doing similar to YMCA, are we giving money from taxpayers to this one as well.

**Attorney Shook**

No. It will be a privately funded construction effort. The public contribution is the land.

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

An Ordinance Authorizing the Mayor to Enter into a Letter of Intent with Daimler Group, Inc. for Future Sale and Commercial Development of Land Owned by the City

**Mayor Begeny**

This is the other piece of the larger puzzle. Steam wood group is wanting to go into an agreement with us for this piece of land for \$190,000.00 an acre for total of



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\$950,000.00, as Council may recall we purchased this property for 1.15 million. We make the majority of our funding back with this particular agreement. We are working diligently with this group to hammer out a more firm purchase agreement. This is basically a letter of intent process for what will be a medical facility that will be 50 to 60,000 square feet, approximately two to three stories as of right now. The same provisions that City Attorney Shook put in. The expiration timelines for when they submit the plan and things like that are also very similar.

**Councilmember Salvati**

Their employees won't be able to work from home right.

**Mayor Begeny**

We will put an agreement in there that doctors have to work at the facility.

**Attorney Shook**

I would just note that the major difference between a letter of intent and development agreement, a letter of intent is not a contract. This is a statement of intent on the part of the developer. We actually anticipate this project going to move faster than the central ice foundation. We will have a purchase and sale agreement before we ever get to a development agreement.

**Councilmember Baker**

I would just like to thank the Mayor and City Attorney for their due diligence on this project. I think it's going to be great once we get the shovels in the ground. I just wanted to give a public thank you.

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

An Ordinance to Authorize the Mayor to Enter into a Contract with Governmentjobs.Com for Neogov Software, and Declaring an Emergency



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**Director Boller**

The NeoGov software is an applicant tracking software and to help onboard employees. It has some really great features that I think we will find beneficial. We will be able to pull out identifies for potential employees such as names and addresses and in some cases universities where people can sometimes have their biases on just looking at certain names or some of that information. We will pull that out before we give that to the hiring supervisors so when they are determining who they're going to interview they are looking strictly at qualifications experience and education. We will also have the interview set up online so again that they're not meeting a face at first or seeing qualifications. The on boarding part of it is just having all of the forms online which will be much easier when we are hiring people instead of sending them a stack of papers and killing a bunch of trees every time we have a new employee. By doing a three-year agreement, we will, the first year will be \$9922. This would include the training and set up of the software. This is a three-year deal, the total for the three years would be \$32,954.00 but but if we just do it a single year it would cost us \$17,161. So there is a savings by doing a three-year agreement. We had quite a few conversations with the city of Columbus with the human resources and their diversity staff. They use the same software and they are the ones that gave us the guidance on this is a very good tool to get more diversity in the workforce.

**Councilmember Strickland**

Do you know if our school human resources use something similar that we could possibly use or is this just, are we doing a lot of hiring? Is this going to be really beneficial to the city.

**Director Boller**

The school does have some sort of tracking software, not similar to this, NeoGov is used throughout many municipalities. Civil service positions with the Reynoldsburg City school are hired through our same civil service commission. There is the potential that we could post, it's mainly clerks in the schools, since I don't hire them let me think for a minute, school cooks, bus drivers, non-teaching staff. That would be utilized in that tracking by civil service and my department, me, at this point.





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

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, 2022 through December 31, 2023, and Declaring an Emergency

**Director Boller**

This is one little bit of good news for you this evening. We have been able to get a two-year deal for our renewal for our medical mutual. This is the healthcare insurance for city employees. We will have a 4% increase for that coverage for 2022 and no increase at all for 2023. So it will help with us projecting. That is a very very good rate whenever you are looking at insurance numbers. Employees of course share 12% of that cost.

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

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, 2022 through December 31, 2022, Waive Competitive Bidding, and Declaring an Emergency

**Director Boller**

KGT is the technology that supplies the IT services for the city. We have been in agreement with them I believe for the fifth year now this is the exact same contract that we had with them for 2021. So again a little bit of good news, no rate increase.

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



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An Ordinance Authorizing the Mayor to Execute a Renewal Contract with Mutual of Omaha for Employee Life, Accidental Death & Dismemberment, Short Term Disability and Long Term Disability Insurance for the Period of January 1, 2022 through December 31, 2022, and Declaring an Emergency

**Director Boller**

This is again the life a ADD, short and long-term disability Insurance coverage for city employees, no rate increase in the same coverage that we had in 2021.

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

An Ordinance to Amend Chapter 160, Section 160.02 (A) Authorized Positions, Personnel, Classification and Pay Grade (A) Administration, (E) Parks and Recreation Department, (F) Police Department, and (G)(2)) Service Department - Building Division; Section 160.03 (B) Supervisory Pay Range, (C) Senior Police Management, (D) Seasonal Employee (1) Parks and Recreation , (2) Service Department , (3) Street Department, (E ) Occasional Labor/Independent Contract; Section 160.04 (4) Tomato Festival Ev

**Director Boller**

Every year about this time we bring changes to chapter 160, this is potential additions of staff, pay ranges and other things that we'd like to induct in this ordinance. Everything is spelled out within your packet but I did want to touch on a few of the changes that you will see you there. One of the additions that we will have is the addition of the diversity and equity inclusion compliance manager. We are working with the school district at this point to potentially partner with them on that with that particular position. So we will have more information as we move forward in that process. We are asking for a senior center assistant that is a part-time position be changed to one full-time position instead of two part times. We would like to change the title of the data entry operators to Deputy clerks. Which is more in line with what they actually do. Parks and recreation is requesting an additional parks ground maintenance, this is due to the agreement we have with the city of Columbus and



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taking on Brice Park. Also changing that pay grade from a 4 to 5. Also looking at possibly entering into an agreement with another government agency we are asking to add Park Rangers if we can enter into that agreement with metro parks. We would potentially have them hire those staff but for right now we are just asking for them to be added into 160. We are asking to add a public safety social worker supervisor. This is probably going to be toward the end of 2022. We would change the classification of the social worker that we currently have and switch that up to a supervisor and employee range. We just hired a new CBO and in that search we discovered that we have that paygrade way low to get the candidates that we need to recruit so we are asking to change that pay grade from a 19 to a 21. This is based on information in the MORPC study. I think you all received a really big thick packet on the study recently. We are also asking for the PayRange changes to Supervisors, directors to be adjusted again. The MORPC study is showing that we are fairly low in that category as well. We are asking for the title of seasonal recreational employee to be changed to recreation leaders and this is in line with other municipalities would call that staff. The rate increases that you were going to see under seasonal and occasional employees along that line, people can get positions now at local fast foods or stores and we had some hard times recruiting for seasonal work this past summer and increasing the salary has surely put us in a better spot as everyone is hiring, we were too and we were struggling. For the tomato festival, compensation staffing, we have language in there that if an employee, a regular employee, because I think if anyone was there saw it took a lot of bodies to get the event off the ground. But we are asking for any employee that works four hours either on Thursday or Friday and a four hour shift on Saturday, they would get their compensation and one personal day that we would allow them a short window from December 15 to be able to use that personal day just to entice more of our staff to work that event. Longevity, our current language says that at the conclusion of the sixth year which is technically the seventh year, most municipalities can give longevity at five years. So simply giving longevity to our staff on the anniversary of the fifth year here. Clothing for police staff, dry cleaning allowable for our court liaisons. A practice that we have always had in place but there was discussion recently that it was not in writing anywhere so we're adding it to writing. Right now we list out a bunch of equipment for police officers, would



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just like to change that language to refer to the contract rather than constantly trying to update the document.

**Mayor Begeny**

Just for clarification the park rangers for the parks department, would actually also serve as potential animal control officers which I know is some thing that has been asked before as well as some is the additions for the person working for Brice park. They would just authorize the city to have those positions it doesn't necessarily mean we would be hiring them at any point in time, it just means when the time came we would be prepared to do so. Obviously in light of some of the conversations earlier about budgeting I just didn't want you to sit there freaking out about what we were doing in the process of this. But these are things in the past counsel has asked for to maintain the quality especially for the Brice Park area as well. There is subject to whatever the situation and circumstances whatever we find ourselves in at that time.

**Councilmember Salvati**

I noticed the park ranger line did not have a pay level, is that on purpose?

**Director Boller**

It kind of is on purpose we are in flux with what we are doing with it. But we have identified it as probably a pay grade 12 right now. I have never been part of hiring a park ranger and I believe Director Bauman has not either, we are having to do a lot of research on that and some of them can be OPOTA certified. Which means they have arrest powers and carry a weapon. Some of them do not have that. We really have to find out what we want them to be doing.

**Councilmember Strickland**

I remember last year we talked about doing some pay increases, those steps. How is it going to apply or is it going to apply to these new pay ranges that we are discussing tonight.



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**Director Boller**

The difference is the hourly employees, non-supervisor staff would be in the steps. Anyone that is a supervisor does not have steps, that they get a raise and we pretty much work on merit so an evaluation determines but we do have to remain competitive. If you have an opportunity to go through the study and see where we fall with those level of positions, we have made a little bit of strides but we are still further behind in what we need to go so we can continue to attract good talent.

**Mayor Begeny**

The phrase RTI it is some thing that is used here in City Hall in different departments which stands for Reynoldsburg training institute and for whatever reason the reputation of the city is that you start here in Reynoldsburg and earn your experience and then go to another city that will pay you more. And while in one respect you get a short term benefit of a lower starting range but you lose the institutional knowledge, especially with the supervisory positions, they could go to other places but if they do so we're not only losing out on the wages but the experience, training and ability which actually hurts longer. It's one of the commonalities of background from human resources that Dr. Boller and I have in common. The impact of turnover is significantly more impactful than the initial investment. Our staff is amazing at every level and they should be compensated as best as possible for those things for what they do. Obviously we know if we had the opportunity we could pay them a number of things higher than what they are but what we want to do is make sure they are remaining competitive with local communities around us. If they want to leave they can see our pay range but they can also see the way we are dedicated to our employees and realize this is the best place for them and they can't go anywhere.

**Councilmember Strickland**

This is across the board right so we are looking at every department and really make sure we are faring out against other municipalities correct?



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**Director Boller**

Yes we are constantly looking at the study and every time there's an opening we look at that job description and go in and compare to see what it is. I'm in a human resources network so I am constantly sending inquiries out. And comparing job descriptions, hiring pay what your benefits look like. As you can see there are many many people hiring right now and seems to be a big change in what people are looking for.

**Councilmember Salvati**

I assume this one and the next one are three read emergencies so we can get them in time for next year?

**Director Boller**

Correct.

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

An Ordinance to Amend the Personnel Procedure Manual Regarding Employee Conduct, Hours of Work, Overtime, Call in Pay, Vacation Leave, and Declaring an Emergency

**Director Boller**

The PPM here it is we are just adding a statement, it's in your packet as well, and employee conduct where we are making a statement that the city has a fair, inclusive and respectful workplace. The Call in Pay is changing. When one of our street or water department folks are called in they would receive a minimum now or three hours pay as opposed to two hours pay. That seems to be what other municipalities have in place. The overtime pay is relative to the exempt status of the social worker and soon to be social worker supervisor. Once the supervisor is in place that would be the exempt position in the social worker themselves would be an hourly employee. Lastly the vacation leave. We have about 11 employees here that are permanent part-



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time employees. They work year-round for us working 20, 30 or 32 hours. A lot of them have quite a bit of longevity with the city of Reynoldsburg. For their vacation accruals they get either 1.54 hours of vacation or 2.31 hours. It stays there forever at that same rate and never have the ability to accrue any more time. We just wanted to give them the same ability that our 40 hours employee do based on the years of service. They could begin earning at a higher rate of vacation.

**Councilmember Strickland**

Is this in line with other municipalities?

**Director Boller**

Other municipalities, a lot of them do not have as many part-time positions as we do. We have quite a few employees that work 30 hours a week. We have found that to be beneficial if you don't really need a 40 hour, you need service but 30 hours will suffice. That allows us to provide them benefits, so we are a little unique and how many of those individuals we have on a permanent basis.

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

An Ordinance Authorizing the City Auditor to Fund the Health Savings Accounts for 2022, and Declaring an Emergency

**Auditor Cicak**

This is in the annual ordinance to fund the healthcare savings accounts for employees. I asked for it to go three full reads and pass as an emergency so it's enforce for the first of the year.

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



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

**Auditor Cicak**

This is another annual piece of legislation that comes from our office. It will probably change before the end of the three readings, but this is what we need to close out our books for the end of the year.

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

An Ordinance to Make Appropriations for Expenses and Other Expenditures of the City of Reynoldsburg, State of Ohio, During the Fiscal Year Ending December 31, 2022, and Declaring an Emergency

**Mayor Begeny**

Each Director will come up and speak some highlights to their individual things that are different or might look different for this year's budget. There are a couple other items to keep in mind. Materials cost have gone up significantly. Due to the fact that we don't have a director of development I will go ahead and start with that one. The department is going to be pretty much similar to what it has done the last few years, and come in under budget the last few years. The only things that would be added to this would be additional funding for two studies. These would be conceptual corridor studies. One specifically for the old town in old town neighborhood area. This would be an opportunity for some thing that you would basically almost have an overlay to the zoning code that would make it very specific about what could be built in those areas to meet the aesthetic and materials quality need that will go a little bit further than what our typical zoning code would be. In that way if the developer would've come in and say they wanted to come and open a business or build a home in one of those old town areas, they would be handed a booklet of what they could and could not do right from the beginning and anything outside of that would not be allowed to be done and obviously Council would have their time frame put on that one. The additional corridor study would also include everything we are currently nicknaming





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the medical mile which would begin a Main Street and Waggoner Road as far out east is that goes. I would expect it to go to the Eastwood facility which is the new development that will be opening across from the department of agriculture. The same mentality is you would have an idea of what will go into that area however this would be a little different because it's not as dense as some of the other areas like the Brice Road corridor. This would be very specific to the topography of Waggoner Road all the way out to probably summit. This would include items like standardize bike paths and sidewalks. Quality materials and powerlines. So if developers are looking in that area they will know specifically what to do. I have briefly spoken to hopefully who will be our new development Director. They are going to study that. We don't feel there will be any other changes to this position other than what you see outside of last-minute adjustments in that particular area. With this being the first read you will have plenty of time to digest it. The biggest change you will see in the Mayor's office is a continuing combination of the Mayor's office in the community events coordinator, who they serve under. Jennifer Clemens works with the city-based community events. One of the things that you will see is moving the parks and recreation overtime that was normally dedicated to that particular unit for the tomato festival and Fourth of July things like that would be moved over specifically to the community events and reporting to my office. We have allocated additional funding for additional events that have come on the request of Council. Specifically Juneteenth, Pride, potentially some things to do with Diwali depending on the scope of those things. The only other addition to this would be some thing similar to what you will see within the next two years, we are not sure about this. We have allocated funding for a brand new website and not work will begin in about three days from now. Then next year if you have looked online you've seen a community guide that is available on Web version, we hope to have a published version of that will be going out to community members, there's a potential idea of a community survey that will go out. A number of communities do these every couple of years and it's more or less a check on how do you think we are doing and where are there areas we can focus on. That would be the one specific change in the Mayor's office/community events.



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**Director Dorman**

We did talk about some of the items in the largest item probably in my budget, I do have the largest budget in most amount of subcategories other than PD maybe. The Hydro excavator is actually in our budget for next year. As we discussed last year there were some issues with bringing ordinances after the budget had been passed and with Covid there were so many delays that caused things to be months not even a year behind. We are introducing that tonight in conjunction with the budget obviously if we pass the budget come January 1 we will execute the purchase of that. On the mechanic side we talked about increasing the fleet and some needs for additional funds in the repair and maintenance supplies and operating supplies. As the fleet gets older and we add to that it's just basic normal cost as well as Covid cost. Covid has affected everything from pipe underground to basic car parts. It was a small amount again it was not huge. As far as the service department we have some increases there some of the main ones were for our street lighting, based on utility bills we are paying with the new developments from Spring Hill Farms and Rose Hill. We are anticipating about a \$25,000 increase in general street lighting cost throughout the year. Toth said that we are looking to spend some additional money in retrofitting most of our street lighting along Main Street and Brice to LED fixtures. Currently we are running old metal candescent lighting, it will actually improve the look feel and temperature. As we go and do projects for instants Main Street phase 1 and two, those will be LED as well. Fourth of July fireworks there is a small increase there because we've talked about coordinating some music with the pyrotechnics and doing music as well. The building department as we mentioned we now have three code enforcement officers and we are looking at hiring an additional which would bring us to full staff. As well as our CBO that started today. All of our code enforcement officers are certified, that's the first time we've ever had a certified code enforcement officer in the city. Currently two are the new one will have to be certified in the next month or so. Being professional accreditation on staff also requires that they continue to get CEUs. And there are some small increases there in the department to cover that. In the building department there is a purchase of an electric vehicle. Our code enforcement officers are driving around pretty much all day and to have an electric vehicle has absolute sense for them. We can recharge at the Y or the station up the



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street but we've also talk to the chief as we redo the police parking lot to have one or 2 E-chargers put back there Is that technology improves and services start to use it more often. We have some fairly old vehicles that could enforcement has been using for many years. Street fund. We talked about conversion of light there's also an item in there to repaint the line polls along Main Street. You may have noticed that the burgundy hasn't held it up as well. There's a company that does this and we have gotten a quote from them and we will go out and ask for additional bids but we have added money in there to repair all of the light poles along Main Street to a black so it would match the rest of the light poles on Main Street. They've also asked for one new mower. They do some basic mowing like at the cemetery and roadside mowing and some of the areas in front of our property and others throughout the city. Water fund. Water and sewer the only real creases there as a result of the Hydro excavator which is coming from three different enterprise funds. There is some adjustments based on gas and oil costs that are going up. The nice benefit if we do build the service garage as we will be able to have gas at a considerably cheaper rate than what we pay currently at Speedway. Solid waste would be the only other one and that's just based on our contract going out.

**Councilmember Strickland**

Are there any discussions for repairing the light poles in the residential areas?

**Director Dorman**

Yes we do our street programs and we are looking at a holistic approach to doing the streets. So when we do a street we go in there and we look at the sidewalk, the signs in the street lights. So when we are in there we are only inconveniencing the residence once. If there's a street light that is really bad people can let us know and we can go take a look at it. We get calls pretty frequently where street lights are out. Just recently I had one of my code enforcement officers do a light check of all the parking lot lights along the main street and there were 300 parking lot lights that were out along Main Street, which makes a huge difference. When those lights on it's more vibrant and it feels safer. We are working with some of those property owners to get those turned on. I know the Kmart site they are putting up some solar lights and as the



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library moves there's some light for that parking lot finally. The more lights we have a it's a good thing especially with kids walking across to that library now. We do look at those lights and if they are in really bad shape, rested, leading, painting is one thing. A lot of our pools in the residential areas are painted and faded. I don't know if it was a bad paint job or quality of product but when we order them now they already come powder coated and you really shouldn't have to paint them again. The salt will have its issues but they should hold up a lot better than what I've seen.

**Councilmember Strickland**

Yeah I know there is one light pole on Matterhorn I believe that's been there forever. It's a different color than the rest around it. I've had a lot of complaints about it.

**Director Dorman**

Yea we can see what we can do. Sometimes I think it depends to, once again Covid when we order our signal poles for Main Street it's an 18 week lead time if not longer. So in that case I'll give them the benefit of the doubt and maybe it got hit in the middle of the night and they didn't have the exact same style so they put up something temporarily, I will chalk it up to that. But let me know where that one is.

**Councilmember Baker**

Sidewalk cleaning, when you walk down Main Street there is gravel and crap on the sidewalk and especially after snow melts. View looked at upgrading his schedule to make sure the sidewalks are clean? And then the things on the sidewalks that look like bells, they look like crap.

**Director Dorman**

It was a best idea and concept that didn't work in reality.

**Councilmember Baker**

If you're talking about painting the light poles can we get something done to the bells. They look like junk. And the benches that are on Main Street they could use some care as well.



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**Director Dorman**

We already pulled the benches in the old historic area phase 1 they are getting replaced with powder coated black, nice benches. Director Bauman and I could talk about getting a small cart that has a broom on it that you can run down the sidewalk to clean it up and it's fairly cheap and inexpensive. You could use it after parades in along the trails as well. We have talked about more maintenance on the trails throughout the city to. One thing we're going to be doing next year as part of my street project is sealing paving along the trails from Brice and Livingston to the Metro Park. It's all about the upkeep that we are 20 years behind on. But some of it we can still save it if we jump on it. We will be looking at the walls along Main Street next year too. A lot of them are falling down and we're trying to figure out ways to save some of them and ones that we can't what can we reuse. Just the footing and foundation. The landscaping is very intense for the park and recreation department. And we will bring them back to you once we get some ideas.

**Councilmember Baker**

I'm really looking forward to that because I brought it up a while ago. Also a maintenance schedule for the brick pavers that are on the sidewalk, your grass and stuff growing through them and I'm sure they haven't been touched since they were laid down. Main Street is the main drag of Reynoldsburg and we want people here but we don't want the streets still look like crap.

**Director Dorman**

You are right. Bexley would spend a breather almost every crosswalk that went across Main Street in Bexley we would pull up some brakes and redo the base and reset the bricks and we have not done that here. Some of those areas are pretty bad and some can still be saved we've talked about looking at a block by block basis. The Mayor's corridor concept he was talking about will help too. Having this vision when the lines goes in and we can hopefully redo that intersection at Brice and Main and correct the curb that's where everyone drives off of. Fixing all that stuff we have talked about making those major intersections are the gateway and doing smaller



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walls and blocks. It's very intensive with cost and staff. Sometimes simpler looks a lot better and cleaner.

**Councilmember Lawson-Rowe**

The brick wall that is on Main Street close to Wendy's, is that City owned?

**Director Dorman**

Yes, it is.

**Councilmember Lawson-Rowe**

That is another I saw that I have noticed for several months when I walk up and down Main Street. Is that something that will be addressed at some point?

**Director Dorman**

It is. Yes it will be addressed, we are trying to figure out if we are going to rebuild. That wall is basically a buffer zone for the houses that are behind there and there's a fence behind it. Those walls have basically collapsed. We had EMH&T do a brief report on the walls and the synopsis was they cannot be repaired. They unfortunately just weren't design great there's no drainage in the walls and it hits the top and drips down. It's got in the mortar in frozen broken apart and it literally just fell down. Thankfully no one was by it when it happened. We are trying to figure out what the best thing to do is because it's such a big wall. At the Walgreens one it was it four times in one year by drivers in the last cost to repair was \$18,000. We left it knowing we're also looking to realign the intersection. We're just making sure that whatever we put back doesn't go through the same dilemmas and we have not forgotten them.

**Councilmember Strickland**

Thank you for everything you and your team are doing. I know we are still trying to catch up. Like he said before we are 20 to 30 years behind on some things and I do appreciate everything you were doing to get us up to code.



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**Director Dorman**

Yes we will get there. We've been doing some really good things in the rental registration program is doing really well. We have one code enforcement officer who spent his entire day with people who are calling because they are worried about their living conditions. So it's nice to see that appreciation.

**Director Boller**

The good news is I don't have a large budget. 2022 goals is to bring more training in for staff. My miscellaneous contracts went up by \$2000. We do have a local individual Diane McDowell who does provide some training for us and does a really good job on our diversity equity income inclusion training. As well as harassment training. She's going to be doing some other training for us in the coming year. We had a drug-free workplace training which offers discounts for workers comp. We had online ethics training, we do want to get that in-house as soon as we can. And it's free. It's more entertaining to have someone speaking to you as opposed to doing the online version. We are also going to have the staff come up with good training procedures for their employees so that everyone gets consistent training. The big ask that I have this year is NeoGov, but that's an IT budget, that's the simple ask I have for this year.

**Director Bauman**

Clerk Prasher is passing out our capital request which is out of our 5600, that will be the last item that I touch on. In our 5200 which is our supplies you'll see an increase in 5209 which is our chemicals line item. That is where we buy the grass seed, chemicals, fertilizer, pesticides and etc. grass seed is expected to go up by 50% this year. So we are hoping being able to purchase that sooner rather than later. Our fertilizer that is going up between 10 and 15% as well, we need to get a jump on that as we did have an attack of army worms this fall and had a fun time at Civic Park. So we need to make sure we have that on hand in case they come back plus grass seed. 5215 the recreation supplies the increase there because there's one in uniforms. We have added a new nature series and need to get supplies for that. Safety town we are going to bring back the bike safety to safety town. So we would like to buy some



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tricycles so they don't have to worry about bringing their own and a lot of them don't have their own. New bases in bad sport baseball and softball. 5259 which is the operating supplies you will see a substantial increase there but we need to replace some catch bases out at Huber in JFK Park in trash cans with lids. We lost several of them with the flood that we had in August and additional dog weigh stations. We applied for a grant with SWACO to increase recycling. That comes with a match and when approved is about \$5000 and will go for purchasing recycling containers inside City Hall. We do very little in here so everyone will have recycling at their desk and in the hallways plus upstairs in the break room and in the senior centers as well as additional for the parks. The 5300 account services went down overall except our last one which is other miscellaneous services. The team numbers are struggling in some of the divisions for baseball softball and soccer. This affords us the ability to join with other communities around and we have to pay association fees for that. 5600 is our capital purchases some are replacement some are new. You're looking at our water trailer, we built that water trailer in house 15 years ago so it's time for a new water trailer. The price is there, we've done a lot of tweaks and duct tape and fixing it along the way and we just can't risk it anymore. So we really need a new one which is what to use for watering the baskets along Main Street and any new tree plantings in the park and when developers come in and do new landscaping they may forget to come back and fill those bags for the trees so we go out and fill them. The second page item there is a piece of new equipment that we are asking for it's a lawn and landscape fertilizer and seed spreader. This will help us to apply line applications to turf areas that are difficult to access with our larger machine this is something a little smaller that we could utilize. We do contract out some areas around here at City Hall and with the smaller piece of equipment we would be able to get on there and do more precise springs and spreading's and there won't be overflow. The next is a replacement John Deere. John Deere is expensive and the last one that we purchased was in 2001 and this will replace that one. Several of the components are in need of replacement and repair the engine does smoke at times because of the high number of hours it has. We use this piece of equipment for cedar fertilizer and spreader we can also put a brush cutter on there and a tow behind. Adding that would allow it to be enclosed and be similar to the one we purchased in 2018 which is the one we had





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from 1985. The next is a replacement in field groomer and it's used to drag baseball diamonds with brake games after rain. And the last is a new piece of equipment that we would purchase and this would have the ability to mow slopes like the ditch at civic Park we could mow that rather than having to hand mower weed whack. It would also have a rotary broom on it that would help us clean up parking lots and trails. It would probably be too wide for the sidewalks down Main Street but we can look at those dimensions. When we had the last flood in August it took us over a week and a half to get the trails and parking lots cleaned up from all the sudden growth that was left behind. Thank you.

**Councilmember Strickland**

What will we do with the old equipment that we replace?

**Director Bauman**

We put it on GovDeals what we can't trade in.

**Chief Baker**

We do have some increases in personnel, the most exciting is the second edition of a social worker. If you have been following any of the stuff we've been putting out about the social worker, it's really been going great and we have seen a reduction and repeat calls from certain individuals and seeing great value in that program we want to continue to look at how that program progresses in 2022. If it continues on that path we want to look at adding a second. 5200 supplies we are pretty consistent with 2021 and 2021 was pretty consistent with 2020 because we are in a pandemic. We did ask for an increase in fuel I know that goes against the Hydro program but the fuel cost are alerting right now and so we did try and plan for that increase. There is no other increase in any other category. We use about \$11-\$12,000 a month in fuel so as we transition to hybrid we hope that will help that cost. 5300 and services that went down a little bit, 5600 is capital purchases and mostly what's in that category is vehicles. We are requesting cruisers we will also be seeking to add a motorcycle, it will really be a replacement. Currently we have four motorcycles and one is for training purposes only and is not roadworthy. And if you know anything about



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motorcycle training, they wreck those a lot so we put one to the side for training and it gets pretty torn up in training. That's to prevent the roadworthy motorcycles from getting torn up. One of the motorcycles was also an old Ohio state highway patrol motorcycle and it's our third motorcycle it's currently in service. We have two full-time motorcycle officers and just trying to third who will be starting in January and we have a fourth that does it as an extra duty and we are looking at losing one of our officers in February. Officer Triplett will be retiring after 25 years of service and moving into full-time pastoring. We also have a sergeant in there that's due to retire in a year and a half. We do have three additional motorcycle officers trained and they will be ready to move into those positions. Those bikes are very important. Our biggest complaint is traffic in the motorcycles are the most effective unit and addressing traffic complaints. Most people driving down the road can see a cruiser sitting there running radar or laser. It's a little more difficult to pick up the motorcycles we don't want to lose that program and we want to keep it in place and we need the equipment to keep it going. We have heard a lot about the past year and a half about supporting police and funding please and I want to say that I appreciate the support here in Reynoldsburg that our department receives from both city staff and elected officials. It shouldn't go unnoticed about not supporting the police and we are supported here in Reynoldsburg by the community and elected officials and city administration and I want you to know that does not go unnoticed I am very grateful for your support and hopefully we can continue to have that support from Council.

**Councilmember Baker**

I appreciate everything that our officers are doing in our city. As our city is growing. Do we feel like we are where we need to be regarding the police officers, do we need to be hiring more?

**Chief Baker**

There are multiple things we look at when we look at staffing levels the short answer right now is a believe we are staffed appropriately. As we grow the Mayor has talk to me recently about doing staffing studies and that is something we should do every couple years. We are meeting the community's expectations and we are always



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looking at that. I just recently had a sergeant ask if we should increase minimum staffing and things of that nature. One of the metrics we use is response time and I want to make sure when somebody calls a police officer here in Reynoldsburg you have a cop there within five minutes that's a standard for me that I think is acceptable. That's not seeing a higher priority call you make it one there in two minutes but we are still under five minutes in our response times. And I believe the dispatch did an article today about the response times there and this is not a reflection of the department but the staffing but they're part one crimes which are the serious crimes and that's over 10 minutes. Imagine someone holding a gun to you and someone calls 911 and you'll probably on average to get a cut there in 11 minutes. And that is not the case here we are staffed appropriately here and that is something we should always look at. And if we start hearing from the community that they call and they put us on hold or they haven't seen a police officer in 10 minutes then we need to start looking at what we are doing and how we are stopping our agency. Right now I think we are good. It's a difficult time to hire police officers because of what's going on. Our numbers are down as far as applicants but we are still getting highly qualified applicants but it is harder. As you know when you lose an officer it takes a year to replace that officer because of training and things of that nature. Right now we are at 65 and we are trying to get closer to that 70 number which is authorized by ordinance. I don't know if we will get there but we want to try and get close. I think that's appropriate for what we have in the community and where we are as far as growth and that is something we should always look at.

**Councilmember Baker**

I do appreciate you and everything that the department has done. It is very noticeable that the customer service that your department has given to the community and not a lot of other communities can say that. I know that we are setting the standard here between police and community relations and I feel other communities can envy intake and modify for them. I'm not blind to what's going on in the world and no one in this room is. We show what can happen when a community and Police Department work together and not against each other.



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**Mayor Begeny**

Obviously there is a lot of information that you have been presented with to go through and I do respectfully ask if you have questions or concerns please reach out to myself and the directors. If changes need to be made in certain areas or if you have more qualifying questions or something specific we can get to you in advance of our next meeting so we can have that information ready to go.

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

**Consent Agenda for Emergency Adoption**

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

**132-2021**

AN ORDINANCE UNAPPROPRIATING FUNDS FROM AN ACCOUNT IN THE COMPUTER DEPARTMENT AND APPROPRIATING FUNDS TO ANOTHER ACCOUNT IN THE COMPUTER DEPARTMENT, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

**133-2021**

AN ORDINANCE TO CERTIFY NUISANCE ABATEMENT COSTS ASSOCIATED WITH 54 SCENIC ROAD IN THE CITY OF REYNOLDSBURG, AND DECLARING AND EMERGENCY --- Strickland. Public Service and Transportation Committee.



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**Consent Agenda for First Reading**

|                |                            |
|----------------|----------------------------|
| <b>RESULT:</b> | <b>REFERRED TO COUNCIL</b> |
|----------------|----------------------------|

AN ORDINANCE MAKING A TRANSFER OF FUNDS IN THE PARKS AND RECREATION DEPARTMENT AMONG VARIOUS GENERAL FUND ACCOUNTS, AND DECLARING AN EMERGENCY --- Baker. Development, Parks and Recreation Committee.

AN ORDINANCE MAKING A TRANSFER OF FUNDS IN THE PARKS AND RECREATION DEPARTMENT AMONG VARIOUS GENERAL FUND ACCOUNTS IN THE SENIOR CENTER, AND DECLARING AN EMERGENCY --- Baker. Development, Parks and Recreation Committee.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH OHM FOR ARCHITECTURAL AND ENGINEERING DESIGN AND BIDDING SERVICES FOR IMPROVEMENTS TO CIVIC PARK AND APPROPRIATING FUNDS THEREFOR, AND DECLARING AN EMERGENCY --- Baker. Development, Parks and Recreation Committee.

AN ORDINANCE UNAPPROPRIATING FUNDS FROM AN ACCOUNT IN THE MAINTENANCE DEPARTMENT AND APPROPRIATING FUNDS TO AN ACCOUNT IN THE POLICE DEPARTMENT --- Bryant. Public Safety, Law and Courts Committee.

AN ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE FOUR HYBRID POLICE CRUISER AND RELATED EQUIPMENT FOR THE REYNOLDSBURG POLICE DEPARTMENT --- Bryant. Public Safety, Law and Courts Committee.

AN ORDINANCE TO AMEND CHAPTER 351 PARKING OF THE CODIFIED ORDINANCES FOR THE CITY OF REYNOLDSBURG --- Bryant. Public Safety, Law and Courts Committee.



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AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT WITH SOUTHEASTERN EQUIPMENT CO. TO PURCHASE A 2022 VACALL AJVR 1015 HYDRO VAC / JET COMBINATION EQUIPMENT, WAIVE COMPETITIVE BIDDING, AND APPROPRIATE FUNDS THEREFOR --- Strickland. Public Service and Transportation Committee.

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.

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.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL WORKING AGREEMENT WITH FRANKLIN SOIL AND WATER CONSERVATION DISTRICT TO SUPPORT THE BIG WALNUT WATERSHED COORDINATOR PROGRAM ADMINISTERED BY FRANKLIN SOIL AND WATER CONSERVATION DISTRICT IN COORDINATION WITH AND SUPPORT FROM MORPC AND THE STATE WATERSHED PROGRAMS WITH ODNR AND OHIO EPA --- Strickland. Public Service and Transportation Committee.

AN ORDINANCE TO REPEAL CHAPTER 1305, SECTIONS 1305.01, 1305.02, AND 1305.03 AND REPLACE WITH SECTION 1305.01, AND RENUMBER SECTIONS 1305.04, 1305.05, 1305.06, 1305.07, 1305.08, 1305.09, 1305.10, 1305.11, AND 1305.12 OF THE CODIFIED ORDINANCES FOR THE CITY OF REYNOLDSBURG --- Strickland. Public Service and Transportation Committee.

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A DEVELOPMENT AGREEMENT WITH THE CENTER ICE FOUNDATION OF CENTRAL OHIO FOR THE PURPOSE OF FUTURE SALE AND RE-DEVELOPMENT OF REAL ESTATE --- Salvati. Finance and Administration Committee.



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AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LETTER OF INTENT WITH DAIMLER GROUP, INC. FOR FUTURE SALE AND COMMERCIAL DEVELOPMENT OF LAND OWNED BY THE CITY --- Salvati. Finance and Administration Committee.

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH GOVERNMENTJOBS.COM FOR NEOGOV SOFTWARE, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

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, 2022 THROUGH DECEMBER 31, 2023, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

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, 2022 THROUGH DECEMBER 31, 2022, WAIVE COMPETITIVE BIDDING, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A RENEWAL CONTRACT WITH MUTUAL OF OMAHA FOR EMPLOYEE LIFE, ACCIDENTAL DEATH & DISMEMBERMENT, SHORT TERM DISABILITY AND LONG TERM DISABILITY INSURANCE FOR THE PERIOD OF JANUARY 1, 2022 THROUGH DECEMBER 31, 2022, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

AN ORDINANCE TO AMEND THE PERSONNEL PROCEDURE MANUAL REGARDING EMPLOYEE CONDUCT, HOURS OF WORK, OVERTIME, CALL IN PAY, VACATION LEAVE, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.



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AN ORDINANCE TO AMEND CHAPTER 160, SECTION 160.02 (A) AUTHORIZED POSITIONS, PERSONNEL, CLASSIFICATION AND PAY GRADE (A) ADMINISTRATION, (E) PARKS AND RECREATION DEPARTMENT, (F) POLICE DEPARTMENT, AND (G)(2) SERVICE DEPARTMENT - BUILDING DIVISION; SECTION 160.03 (B) SUPERVISORY PAY RANGE, (C) SENIOR POLICE MANAGEMENT, (D) SEASONAL EMPLOYEE (1) PARKS AND RECREATION, (2) SERVICE DEPARTMENT, (3) STREET DEPARTMENT, (E) OCCASIONAL LABOR/INDEPENDENT CONTRACT; SECTION 160.04 (4) TOMATO FESTIVAL EVENT STAFFING COMPENSATION; SECTION 160.05 OVERTIME ELIGIBILITY; SECTION 160.07 LONGEVITY; AND SECTION 160.12 CITY CLOTHING PROVIDED (SENIOR POLICE MANAGEMENT) FOR THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

AN ORDINANCE AUTHORIZING THE CITY AUDITOR TO FUND THE HEALTH SAVINGS ACCOUNTS FOR 2022, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

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.

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, 2022, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

**Consent Agenda for Second Reading**

|                |                            |
|----------------|----------------------------|
| <b>RESULT:</b> | <b>REFERRED TO COUNCIL</b> |
|----------------|----------------------------|

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP FOR THE CITY OF REYNOLDSBURG FOR A PROPERTY LOCATED AT 8555 EAST MAIN STREET FROM INNOVATION DISTRICT (I) TO COMMUNITY COMMERCIAL DISTRICT (CC) --- Baker. Development, Parks and Recreation Committee.





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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.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MEDIA PROMOTION ENTERPRISES (MPE) FOR THE 2022 TOMATO FESTIVAL, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

**Consent Agenda for Third Reading**

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

**134-2021**

AN ORDINANCE TO AMEND CHAPTER 958 STORMWATER CHARGES, SECTION 958.06 EQUIVALENT RESIDENTIAL UNIT (ERU) OF THE CITY OF REYNOLDSBURG, OHIO CODIFIED ORDINANCES --- Strickland. Public Service and Transportation Committee.

**135-2021**

AN ORDINANCE AUTHORIZING THE MAYOR TO ESTABLISH A PROCESS AND ELIGIBILITY REQUIREMENTS FOR A GRANT PROGRAM DIRECTED TOWARD FEMALE, MINORITY, AND VETERAN OWNED NEW BUSINESSES IN THE CITY OF REYNOLDSBURG AND APPROPRIATING FUNDS --- Salvati. Finance and Administration Committee.

**136-2021**

AN ORDINANCE AUTHORIZING LOCAL AGGREGATION OF RETAIL ELECTRIC LOADS IN ACCORDANCE WITH SECTION 4928.20 OF THE OHIO REVISED CODE --- Salvati. Finance and Administration Committee.



**MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
November 8, 2021**

**Other Council Matters**

**Councilmember Baker**

Thank you to logistics, retail, law enforcement, fire fighters, nurses. This pandemic is still going on, so I am going to thank you.

**Upcoming Meetings**

Acting President Salvati noted that the December Council meetings were on the 6th and 13th. The December 27th meeting was cancelled.

**November 18, 2021 BZBA**

**November 22, 2021 Council**

**November 25 & 26, 2021 City Offices Closed**

**December 2, 2021 Planning Commission**

**December 6, 2021 Council - Special Meeting**

**December 13, 2021 Council**

**December 16, 2021 BZBA**

**December 23 & 24, 2021 City Offices Closed**

**December 30 & 31, 2021 City Offices Closed**

**Adjournment**

*Leanora Jenkins*

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Leanora Jenkins, President of Council

*Mollie Prasher*

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Mollie Prasher, Clerk of Council



**MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
October 25, 2021**

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

**Invocation - Father Radovan Cekovski**

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

**Approval of Agenda**

President Jenkins added a presentation by Auditor Cicak and Tax Administrator Lori Gischel to Community Comments.

**Approval of Minutes**

a. City Council – Regular Meeting – October 11, 2021

The October 11, 2021 minutes were approved as submitted.

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

**Community Comments**

**Aria Ragland**

**8331 Glencrest Drive**

***Friends of Reynoldsburg Schools***

We would like to thank the mayor and the members of city Council for supporting the Reynoldsburg city schools For the Reynoldsburg schools campaign. It has been a long time since Reynoldsburg city schools have asked for a bond issue, over 10 years. They have been good stewards of the taxpayer dollars. Given the unconstitutional system of funding in the state of Ohio has had in place.

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**Jonathan Harmacek**

**380 Jonelle Lane**

***Friends of Reynoldsburg Schools***

As you know, the bond levy will allow us to build a new early learning center and provide enough space for full day kindergarten. It will replace the 153 year old Hannah Ashton middle school and will set aside funds for ongoing maintenance of district facilities. All which will save taxpayers money in the long run. This levy is a necessity. It is vital not just to our youth but our community as we are only as strong when we are strong together. With your support, we can maintain excellent schools that the community can be proud of. Thank you for your time.

**Councilmember Strickland**

Thank you Mr. Jonathan and Aria for coming up and speaking about the levee. I wanted to say that I truly support this levy. I had the opportunity to go over to Hannah Ashton and visit this facility, the school. I tell you it's one of the worst schools that we have here in Reynoldsburg. So thank you for coming.

**Councilmember Baker**

Thank you for coming up and speaking in front of Council about the school bond issue. I hope that everyone in this audience and that are listening, support it. Investing in our kids is one of the best that you can take. I don't like paying more taxes any more than the next person, but when it comes to our kids, I'm willing to shell out some more money so they can have the best. Why shouldn't they? So thank you and please support the bond.

**Councilmember Lawson-Rowe**

Thank you to the friends of Reynoldsburg schools for coming out. I support the bond of those of you who have been here in Reynoldsburg, like us, in terms of being a casualty of a failed levy, that was a very turbulent time and I am looking forward to us supporting the bond and passing the bond. Although 20 years too late for my kids, I do support all day kindergarten and our future generations need all day kindergarten, thank you.

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**Councilmember Pyakurel**

Thank you for coming out and speaking. I do believe that it is time and I have 100% support for this and definitely need this at Hannah Ashton. I think we are moving in the right direction and I hope our community in Reynoldsburg will support us and make that happen.

**President Jenkins**

I would also like to thank you for coming today to share support for the levy coming on Tuesday, November 2nd. I too have 3 sons who graduated from Reynoldsburg City Schools. 20 years ago, there was no all-day kindergarten and I had to send my son to Columbus for all day kindergarten so I could work all day. I toured Hannah Ashton and saw the damage that was done structurally inside and outside and it is not good conditions for students to learn in or teachers to be able to teach in so I do support the bond and thank you for coming.

**Mayor Begeny**

I would like to take a moment to recognize the buy veteran week earlier this evening. We had the presenting of colors by members that you saw earlier this evening. I would like to invite some of them to come up here with me as I read a proclamation. I would also like to thank the military recognition commission for helping to put this on.

**WHEREAS**, according to the Small Business Administration there are 2.52 million Veteran owned businesses in the United States; and

**WHEREAS**, there are just under 1,000 Veteran owned businesses registered with the Department of Veterans Affairs in Ohio; and

**WHEREAS**, all Veterans have sacrificed their lives and time with their families, and deserve the full support of legislators, and their local communities to grow their businesses as a way to recognize and thank them for their service and commitment to our nation; and

**WHEREAS**, a Veteran shopping week would boost the economy, help to strengthen the Veteran owned business, and give them increased flexibility in hiring other Veterans and other members in their communities; and

**WHEREAS**, stronger Veteran owned businesses mean stronger communities, and a stronger Ohio economy; and

**WHEREAS**, the Veterans in the State of Ohio call on Ohio legislators to establish and support an annual "Buy Veteran" shoppers' week each year in conjunction with Veterans Day to support our Veteran business owners;

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**NOW, THEREFORE,** I, Joe Begeny, Mayor of the City of Reynoldsburg, Ohio proclaim November 1-8, 2021, as:

**BUY VETERAN WEEK**

In the City of Reynoldsburg and I call this observance to the attention of all our citizens.

With that I would like to say thank you for everything that you have done.

**Regina**

I'm the CEO for Buy Vet, Buy Vet is a non-profit organization and our mission is to advocate, promote and support veteran owned businesses. I really thank Mayor Begeny for this opportunity tonight to recognize our veterans and veteran owned businesses.

**Presentation by Larry Taylor with Volunteer Energy**

**Larry Taylor**

**Volunteer Energy**

Thank you for having us here this evening. This is a great opportunity for us just to say thank you and to do something great for the residence here in Reynoldsburg. Annually, volunteer energy gives a civic grant back to the city of Reynoldsburg to let you guys do what you want with it. In the past I believe you guys have all done, spent that money in a way that benefits that residence in the best form. Even the customers that are in the gas aggregation program still can benefit from the civic grant. It's for painting, it's for playgrounds, it's for flowers along the street, whatever you folks feel the money is best spent. I'm here this evening to present last year's annual check in the amount of \$24,488.

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**Presentation by Kirstin Watts of the Center Ice Foundation**

**Kirstin Watts**

**President center Ice Foundation**

Before I get started I wanted to show you all a video that represents who our organization is.

Video Plays.

It's an honor and a privilege to speak to you tonight on behalf of the center ice foundation. As I mentioned my name is Kristin Watts and I am the founder and president. I am joined tonight by Bill Lehman who is our executive vice president of strategy. After my comments I will be happy to answer any questions you may have. I am a proud hockey and lacrosse mom to two boys Ian and Connor who are 14 and 11. They are my inspiration. I am a nearly lifelong resident of the Eastside, graduate of Pick Central, don't hold that against me. I have my bachelors and master's degree from Ohio University. Like the rest of my board, I am a volunteer. I work full-time. I manage a large portfolio of hospitals for a pharmaceutical wholesaler. So there's been no shortage of things to do over the last 18 months. Four years ago, inspired by what the game of hockey has given our children, moms and dads set off on a journey to build an indoor ice facility in the southeast Corridor of Central Ohio. Today of the 13 nice surfaces in the Columbus metro, none are long or south of interstate 70. Despite double digit year over year growth in ice hockey every year for nearly 2 decades, no new facilities have been constructed in more than 20 years. Consequently there is not enough ice to support all those who want to play. More than 200 youth hockey players were waitlisted this season and every season since our inception four years ago due to a lack of ice availability. Hockey is a logistically prohibitive sport for families on the south and east side of Columbus as the closest rink at Easton. And it's just not feasible for working parents on this side of town to get home, pick up the kids and get to the rink by 530 twice a week for practice. It used to be that local governments built and maintained community centers and suburban Cleveland for example there are three times as many ice surfaces as there are in Columbus. Majority of them were built by municipalities decades ago and are owned and run by city parks and

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rec but as you all can attest to successfully passing a tax levy to support what residents may feel is an unnecessary and amenity is difficult at best and a political liability. Communities take a different approach to leverage public private partnership where the government takes an active participatory role in leveraging other entities such as a 501c3 and development partners to avoid assuming all of the risk and operational burden. Through experiences instances with multiple government entities in formal delivery engagement of industry experts, we identified for critical success factors. The first and most important, is that in order for our project to be successful we must have the world government. We have learned through difficult experiences what the Willow government looks like. It is collaboration, transparency and alignment on a shared vision. It's an unwavering commitment to the good of the community above all else. Its honesty and integrity and authenticity and a willingness to forgo ego so that everyone in the boat is rowing in the same direction. Number two as much as it pains me to say this, ice by itself is a loser. It cost a fortune to build and maintain and it serves in this market. Truth be told when we started four years ago, our intention was to throw up a tin can wall building and flood it. We quickly learned that that wasn't a financially viable proposition and that instead a project like this should be a destination. One that serves multiple sports and is surrounded by ancillary and symbiotic uses, the performance of which supports one another it should be a regional sports entertainment, health and wellness hub that attracts visitors that support the local economy through the dollars they spend at local restaurants, hotels in retail establishments. Youth sports is a \$55 billion and growing industry. That's as close to recession proof as an industry can be. We have found ways to keep our kids engaged in sports despite of a pandemic. We have realized the important role that team sports play in mental health of our young people and as parents, there's nothing we wouldn't do as evidenced by my attendance at your meeting tonight, for our kids. Particularly if it means lessening the time that they spend on electronic devices. From the cities perspective, the benefits of sports facilities are significant and measurable. Sports and wellness complexes are a key driver of economic development through job creation, improvement in a community's quality of life and revenues generated through travel and tourism dollars. As an example, we spent last weekend in Cleveland for a hockey tournaments for my 14-year-old. In addition to our teams \$2000 tournaments entry fee, each of our 20 family spent at least two nights in a hotel, at least seven meals in

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Middleburg Heights restaurants, by at least one tank of gas, and spent money on entertainment. Our family alone spent \$1400 on the trip times 20 families on our team times 40 teams in the tournament. Equals \$1.1 million spent in the Cleveland metro during one tournaments over one weekend. We have entered into a letter of intent with a tournament company to bring at least 12 hockey tournaments a year to our facility based on those estimates that a single letter of intent is worth \$13.5 million to your local economy. Finally there are a number of underserved communities that align well with what we're trying to accomplish, our success is very much dependent on being able to develop collaborative mutually beneficial strategically aligned partnerships with other like valued organizations. Our mission began, remains and will always be ensuring that any young person has the means access an opportunity to play any of the sports we serve. That means prioritizing meaningful outreach to schools sports organizations and organizations that serve at risk youth. It means successfully executing a robust diversity and inclusion strategy that fosters a welcoming environment for everyone, regardless of race, gender orientation or ability. Building a facility that is designed deliberately for adaptive sports and continuing our philanthropic work to become a fully endowed program. I would be remiss if I didn't speak to where we started. As a nearly lifelong Pickerington resident, for me this project was about leaving my community both of hockey and my hometown better than I found it. And while I was on a personal level, very disappointing that the leaders in Pickerington didn't share our vision or values, I'm a believer that life places the right people in the right circumstances on our path. Earlier this year after some difficult experiences with our then government partner we very nearly decided to pivot away from building a physical facility and instead focus our efforts on a smaller but still meaningful mission of financially supporting youth hockey in our community. Mayor Begeny and Andrew Bowsher contacted us at just the right time. They encouraged us to consider Reynoldsburg as our project location. Without their vision, their creativity, their collaboration and their faith in us, we would not be here today. So thank you to Joe and Andrew for revitalizing us and helping us believe in ourselves again and for being role models of what public service should be. Over the last four years we've become so much more than hockey moms with a pipe dream and the project has become so much more than ice. Our journey has afforded us the opportunity to collaborate and meet with so many kindred individuals and organizations. We've

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learned more than we ever knew we didn't know. We've been lifted up by a passionate, excited grassroots hockey community and we've identified so many other unmet needs. Adaptive sports, real life internship opportunities for young people, the meaningful connection between youth sports, health and wellness and smart economic development. Today we are a strong high functioning 501c3 with an all-volunteer board of directors. We currently field one ice hockey team who earned some hardware to put in the Reynoldsburg trophy case this weekend and we will field for youth lacrosse teams for 2021 and 2022. We are building the first of its kind in our region, sports complex, envisioned and designed by sports moms and homage to sports moms. That will include two NHL size rinks which will be the first in the region to be specifically designed to accommodate sled hockey to serve young people and veterans with disabilities and will be convertible into event space so that we can host concerts, graduations, proms, hard floor sports tournaments like basketball and volleyball and wrestling. A turf field house and an incubation space for entrepreneurs in the sports and fitness industry. As a team of entrepreneurs we are very bullish about ensuring that the bridge we are building remains intact for others to cross behind us. Adjacent to our facility will be medical office space restaurants and retail and we envision a select service hotel. The rooms of which will likely be sold out every weekend for a year before the doors ever open. While we don't intend to be the developer of these ancillary uses, we do look forward to collaborating with partners in the space to create an experience for our users a place where families can play E and stay in a place to go if someone gets a concussion in the process because it is hockey after all. We can't do this alone, it's literally going to take a village or in this case a city for this project to be successful. So how can you help? First, you can join us tomorrow afternoon at 5 o'clock at our site on Main Street where we will celebrate the announcement and kick off a well-planned strategic capital campaign. We will share some renderings, you will have the opportunity to hear from other folks about the vision for the project and if you are blue jackets fan you might see a familiar face or two. Secondly, think about who you know? Who do you know that's passionate about hockey, lacrosse, youth sports? About creating opportunities for young people, about ensuring that our veterans have outlets to connect with one another. To participate in activities that they enjoy regardless of their physical ability, about not only contemplating but successfully executing meaningful and impactful diversity and inclusion strategies. About

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job creation, about giving young people real world experience that prepares them for post high school lives. About community revitalization, about making Reynoldsburg the best place in central Ohio to live, work and raise a family. Introduced those people to us. Tell them about this amazing thing that's happening and Reynoldsburg and invite them along for the journey. Fundamentally worrying about serving every athlete, every young person, every family. We are about creating experiences and opportunities. We are about helping families create memories. The \$50 and \$100 donations that we have received from families like yours and Families like mine are what's allowed us to build a brand and to bring together all the partner organizations like the city of Reynoldsburg, the Daimler corporation, OHM, Moody Nolan, EMH&T, all of those folks I needed to make this dream a reality. And we are going to continue to rely on that grassroots participation as a critical component for success. I would encourage you to find and follow us on social media. Tell everybody you know about us and get involved. We are a great team and I promise you will enjoy the ride. Thank you on behalf of the foundation and the half of Mom's everywhere for your support, your collaboration and your partnership. We look forward to making a meaningful impact on Reynoldsburg and to working together to change the world we live in. Thank you.

**Councilmember Strickland**

I'm excited! Miss Kristin, you gave us so much information but when you were up there speaking I got goosebumps because all of the things that we have hoped for, all the things we dreamed of, having something here in our community for our young people, for our seniors. I mean again, I am just overwhelmed with all the information but I'm excited.

**Councilmember Lawson-Rowe**

Miss whites, you had me at sports mom, you had me at hockey moms. I myself proclaimed football mom as well as a couple of my council colleagues. Sports is way more than wins and losses and it's about lessons in life lessons. Many of the character building lessons my kids learned or through sports. To bring that to Reynoldsburg instead of having to trek all the way to Dublin, all the way to Easton down south is, as Councilmember Strickland shared it's exciting, it's breathtaking, it's music to my ears because Reynoldsburg is such a hub of talent and now our talent can be showcased all

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# Reynoldsburg

OHIO • 1839

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through the state because of what you're bringing to us I'm excited and I'm already indebted to you. I don't have any young children that play hockey but I sure will be out there ice skating or participating or coming to something, so thank you!

### **Councilmember Bryant**

To borrow a phrase from my ward for counsel colleague, about 20 years too late but I'm happy you're here. At one point if I win the lottery I'll bring an ice sheet, I mean it's unbelievable that it's gone on the song that there's nothing on the south east side of this town. Having sat through some cold mornings out in Newark, I had many thoughts about just spraying over a basketball court but thank you thank you thank you.

### **Councilmember Baker**

Welcome to the better option and I am going to say this for the public record, I'm not sorry that Pickerington didn't get you, I'm glad you're here and it's something that's a long time coming. The residents look forward to it and I agree with you when it comes to sports complexes, everything's up north, have it in Dublin and the chiller why not have it here. We are just as good if not better. So welcome and we are looking forward to the partnership. I don't ice skate, I will watch hockey. I mean football is my passion but I will watch any contact sport.

### **President Jenkins**

I too am excited about the possibilities of Reynoldsburg and I would like to welcome you to Reynoldsburg. I grew up ice-skating in Cincinnati Gardens in Cincinnati and my son did ice skate up at the chiller at Easton but he chose football and you were going to be building on our football field but that's OK, it's sports so we are all about sports here, we are football moms up here and sports of all sorts, we like any sports so welcome to Reynoldsburg, thank you!

### **Mayor Begeny**

On behalf of the city of Reynoldsburg it's been a pleasure to work with this so far but the work is just starting. We have a long way to go and for those of you that are listening at home, obviously you know that the area we are referring to is on Main Street across from

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the cemetery. The field that the city purchased recently that we are working with that major medical provider. We don't have any pictures, I know that that means nothing to those of you watching but we will have pictures and displays of what this will look like tomorrow and we will continue to update you. We do plan on having a developer's agreement on your agenda and members of council at our November meeting to get into more details and specifics, but obviously it any time you are welcome to have those conversations with me or Director Bowsher, while he is still here in the next couple weeks. Otherwise I look forward to seeing everyone at the field tomorrow in the raider marching pride will be playing at 4:45pm rain or shine. We will have a great ceremony we have a lot of people coming in to speak, it's going to be a great time and we are looking forward to growing this partnership.

**Public Hearing**

**An Ordinance Creating the Summit Road Tax Increment Financing District; 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**

**Attorney Shook**

This is on for a first read at the last council meeting, this is on for a public hearing this evening. This is for multiple tax incentive districts over on the summit road for an expected single-family housing development. We still do not have the final major site plan that needs to be submitted to the planning commission but the map that is currently attached to the council packet does include the full breakdown of where those districts will be physically located. We will have a second public hearing on this TIF ordinance on November 8<sup>th</sup>. Thank you.

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**Motions**

A MOTION TO APPROVE A RESOLUTION TO RECOGNIZE NATIONAL BULLYING PREVENTION MONTH

**Councilmember Lawson-Rowe**

This is very important and holds dear to me, anti-bullying is very important because we know if we don't address bullying when our littlest neighbors are growing up in school and at home we know that those young bullies become adult bullies in our places of business and in our world. After I read the resolution, Miss Tanya Kelly and her team wouldn't mind meeting me at the podium.

Councilmember Lawson-Rowe reads the motion into the minutes.

**Tanya Kelly**

Good evening, I am the CEO and founder of empower our youth foundation. We are a voice against bullying organization. We reach out to students age 5 to 17 and 18-year-olds, if they are still in high school, boys and girls. We say boys because a lot of things happen with bullying when these students go to middle school or high school and in sports what we do is that we are use empowerment program to stand to students, families and educators to learn about bullying prevention giving our youth a voice. When I say a voice that means just not for themselves but others. We are a national 501c3, nonprofit organization here in Columbus Ohio as well as our organization in Erie Pennsylvania. Empower our youth foundation provides initial family youth and community with helping them Report to the authorities when bullying is happening at school. I have a relationship, I am a fourth grade teacher at Horizon science academy, so we teach our students at our program how to have a relationship not just with teachers, with staff, with principles. I think kindness and respect goes along way and a lot of our students in our communities just don't know. So within power our youth we teach our students how to have respect, empathy and kindness and what that does is allow them to stand up not just for themselves but for others. We are passionate about our organization. We have a partnership with our Police Department that we called books and badges. We were here in July. It brought the families out, social justice having that engagement and impact is

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having that relationship between our community. I was a part of that village with their dare program and that's what we call empowering you, being that voice reaching out and connecting our communities and our families with our police officers, with our teachers with our city council. I want them to know who they are. Because when they know who they are it allows them to have a self-worth for themselves. Thank you.

**President Jenkins**

Thank you for bringing books and badges to Reynoldsburg, I wasn't able to attend but I saw the pictures and videos of the event. I've never heard of anything like that.

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

**A MOTION TO APPROVE A RESOLUTION RECOGNIZING BREAST CANCER AWARENESS MONTH**

**Councilmember Lawson-Rowe**

Some of you may have noticed that I have on a bright pink shirt and pink is not my color but I am wearing pink every day this month to highlight the people in my life who have been affected by this terrible disease. I have family members, friends, neighbors and colleagues who have survived or who have died of breast cancer and we know breast cancer does not know ZIP Codes and so we are not exempt from it here in Reynoldsburg. I would like to ask Miss Ross from the Reynoldsburg Y and Miss Oliver to meet me at the podium to offer comments after I read the motion thank you.

The motion is read into the minutes.

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**Denise Ross**

I am a Zumba fitness instructor, Zumba is a fitness organization that promotes raising funds for their at first foundation in over the last 10 years since I've been an instructor, the organization has raised over \$5.8 million for breast cancer research. As a Zumba instructor, Zumba fitness has encouraged us to continue to raise money for various organizations and individuals for breast cancer support and research this year the Reynoldsburg YMCA hosted a breast cancer event on October 9. We raised \$1040 which is being given to the Stefanie Spielman cancer research organization as a part of the James. Thank you.

**Sandra Oliver**

I am an almost 9 year cancer survivor. I've been a resident of Reynoldsburg for the last 34 years and I have enjoyed the time I've been there. You're going to bury me in my house because I am never leaving. I went to first just thank God that I had the opportunity to be here to have a chance to tell you my story. How many people actually know or are breast cancer survivors, show of hands. OK. My maternal grandmother had cancer and she had a mastectomy but she live to the ripe old age of mid 80s. My mother is a breast cancer survivor, she is still alive and kicking not as hard but she is still kicking. When she was diagnosed about 30 years ago I went to my doctor and said how do I start getting mammograms? He told me you may not want to because your insurance may not pay for it. I told him the peace of mind that I will get from either finding it early or not having breast cancer is worth what I pay and it turned out the insurance did pay for it. I was diagnosed just about nine years ago with stage zero breast cancer, I've never heard of that. Even with self-examines you could not of found that lump that was in my breast but because I've been getting mammograms for almost 20 years they found it, diagnosed it, given a lumpectomy. I actually only did radiation. I'm still vein enough that I didn't want chemo because your hair falls out but I was happy that I did the radiation and I took a pill. Tamoxifen is the drug and it took five years to help ensure that the cancer would not come back. And in one month I will be a nine year survivor. I just wanted to make a couple points. Women, if you are not getting mammograms please do it, it's uncomfortable but it doesn't hurt you and I think it's worth the effort you have to put in. The technicians that I've worked with over these decades know how to keep you

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distracted and entertained so all of the sudden you're done. And hopefully you get that letter saying we didn't see anything, this was great. And if you are a breast cancer survivor talk to others around you. There are too many around you that don't want to do it, they think it's worthless or worth the time. Or painful. If you have an opportunity talk to your fellow sisters and tell them get it done, it's worth the effort. And Allstate to the gentleman here talk to those women in your lives make sure they know it is necessary because we don't want them leaving this earth sooner than they have to. Also remember breast cancer can affect men too. Do you see something or suspect something talk to your doctor. A bumper sticker that I Saul recently that I will close with, said protect the Tatas and that just makes me smile and say I think I'm doing a reasonable job, thank you.

**Councilmember Baker**

Thank you both for your testimony. My mother had breast cancer, she was not able to fight it and passed very young because of it. I do tell her sorry because it's, she was courageous for the whole process she went through chemo and radiation and took the pills and everything and I was right there every step of the way with her because nobody should go through that alone. I use it not as a sad story but to inform women and men, yes men can get breast cancer and so I use that as a teaching tool that even though you walk it off all days there's nothing it could be something. And something that could turn into that something is very deadly. I urge everyone listening to go to the doctor and get a check out if you suspect something or say something. I just want to put that out there and come to both of you. You are an example of what strong women are and you are an example of how to be something, this disease, I just want to commend you and thank you for coming.

|                  |                                                                   |
|------------------|-------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                        |
| <b>MOVER:</b>    | Meredith Lawson-Rowe, Councilwoman                                |
| <b>SECONDER:</b> | Shanette Strickland, Councilwoman                                 |
| <b>AYES:</b>     | Cotner, Baker, Bryant, Strickland, Salvati, Pyakurel, Lawson-Rowe |

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# Reynoldsburg

OHIO • 1839

## MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL October 25, 2021

### Reports

#### Clerk of Court Report

Clerk Prasher read the Clerk of Court Report for September, 2021.

#### CLERK OF COURT REPORT

##### Clerk Prasher

The clerk of court submitted monies collected from court held on September 2<sup>nd</sup>, 9<sup>th</sup>, 16<sup>th</sup>, 23<sup>rd</sup>, and 30<sup>th</sup> for a total of \$21,396.

|                |                              |
|----------------|------------------------------|
| <b>RESULT:</b> | <b>READ INTO THE MINUTES</b> |
|----------------|------------------------------|

### Liquor Permit

#### LIQUOR PERMIT FOR EMB ENTERPRISES

##### Deputy Chief Grizzell

This application is for a liquor permit for EMB Enterprises at 1365 Brice Road, which was formerly Shooters Bar. This establishment will be a sports bar owned by Eric Bradshaw.

The permit is a D5, and is for hard liquor, beer, and wine for consumption in the premises.

The business location is not situated in an area that would have an adverse effect on the operation of any hospitals, schools, or playgrounds.

There is no legal reason to deny the request. I recommend we do not request a hearing.

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**MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
October 25, 2021**

**Development, Parks & Recreation Committee**

This is the Development, Parks & Recreation Committee meeting for October 25, 2021.

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

Work Session with EMH&T and OHM regarding Civic Park

**Director Bauman**

This is a work session I have with me Aaron Domini with OHM who will go over a brief overview of what we are planning to do at Civic Park.

**Aaron Domini**

Thank you for having me here to present this project to you tonight, I am a principal and partner at OHM advisers. I know you've seen our logos floating around a number of things and this happens to be one of them. I come with a lot of information about this project and I wanted to quickly tell a story about how we got here. I think it's kind of important to go backwards to understand where we are at. This project came to light during the peak of Covid, one of the things that OHM did at that point was give back to some of our great clients and I approach the mayor and Andrew and Donna about what type of projects can we do here to give back and civic part came up. There is no vision for Civic Park there was no master plan so we donated our time in our staff time to create a concept plan which I know you've all seen floating around and to get the conversation going and start a vision and begin planning something for Civic Park. Without the plan or the blueprint we don't know where we're going and that's a bad place to be putting in infrastructure and improvements without understanding how old the things come together. That was really the intent of this document that you've all seen as a concept. That got us to where we are today. As part of that we had some involvement from the public, from staff, it was collaborative with staff and administration to create this vision and define a program for the park I think it's done what it needed to do, it got us here. Good opinions on cost and phasing and how we can approach the project, but there's a lot of work left

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**MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
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to do. Now the real work begins. We have submitted a proposal to the city to begin that planning and design for the park, within this proposal where we are going to start is actually revisiting the master plan. So I indicated we had done that during Covid, we dealt with a pretty diverse group of people. But there is a lot of work left to do to calibrate some of the things that of come up is the cricket pitch and the size and location of a dog park the great lawn and how we're going to integrate the tomato festival. All of these things need a little bit more flushing out into this plant so this is kind of a flash in the pan concept. We're going to get a very detailed master plan as part of that first phase when we get into doing the scope of work. We are partnered with EMH&T on this, OHM is going to be the lead designer and EMH&T is going to handle the infrastructure part of the project. That's how we've been working in the city like on E. Main St. and Davidson and that's a great partnership and we want to continue that here with this project. So once we finish the master plan we're going to be looking at how we phase the park, so I'd be lying if I came and I said I knew exactly how we were going to phase this coming in and we don't have that information we need to actually put together that phasing plan and every detailed opinion of cost. In order for us to do that one of the other big work steps that's in here that's going to not be a small task is actually surveying the whole park. We need to create a base for what we are working for. So we are going to survey the whole park. That will happen in concept with us creating a detailed master plan that we are going to work from an agreed-upon moving forward. And then from that point will be able to identify what phase one looks like. When we approach a big project like this phase 1 is not always the glossy stuff. There will be a lot of time spent and dollar spent kind of building a foundation here. Sometimes and in this case that's probably going to be building from the bottom up so when we build a lot of heavier infrastructure projects all the fun stuff Has to happen underground before we get to the fun stuff above ground. My anticipation is phase 1 is going to carry a lot of that cost, so we know we have a lot of electrical work here to do and water work to do here and we have roadway extension work to do here. I can tell you with some degree of confidence that we're not leading with the playgrounds right, we're putting all the stuff that's going to make that successful moving forward and then the state doesn't have to go backwards later and put that stuff in. So that's a big part of what the focus is going to

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**MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
October 25, 2021**

be as part of phase 1 and then we will define through the process what other elements are going in. We usually start from the bottom up and then the left side and work right or the right and Work left we are not going to start in the middle. It will be very methodical and kind of working backwards out a lot of the infrastructure improvements that we're doing and that will have the least disruption of any service moving forward. That's what we're doing as part of the scope of work, it will end with design development and detailed engineering for phase 1 and get you to a point where we are going to be able to bid phase 1 out in the hope is that we are doing that actually this spring. That is a tight time crunch. The reason that as a target for us is that we know there is a lot of interest and motivation to get moving and the improvements of Civic Park in spring is the best time to put bids out and get good bids back. We don't want to bed in the middle of the summer or even later when all the contractors are full and I've answered all the beds so we are trying to answer that sweet spot and get bids out in the spring for phase 1. I think it's important to continue to emphasize that what you guys have seen is energy builder. There are pieces of this that make a lot of sense and there are some things that are going to be massaged and taken out and things added in and that will happen all within the first three months of the scope of work that you had before you. I'm honored to be working on it with you all and I've been the main point of contact for this project and I will continue to be with my partner Ryan Andrews at EMH&T and we will continue to work together to make sure we deliver something first class here and I've also come here three times to play this year who plays with club Ohio. I do enjoy the park. Thank you for having me and hopefully that answers a lot of questions you may have and I'm here to answer any other questions you may have about the proposal.

**Mayor Begeny**

I just have two quick points that I know we're going to be worked on. Obviously I know we've kind of pivoted a little bit due to the flooding in the areas off of Briarcliff and white butterfly. Some of the engineering that's going to be looked at is ways to mitigate that with the Civic Park part. The only thing that he left out, the fun flashy stuff kind of does get lost into it but that is actually part of the first phase for

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# Reynoldsburg

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## MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL October 25, 2021

engineering to figure out what we can do with our infrastructure already at that point for improvements.

### **Councilmember Pyakurel**

I am excited about seeing the cricket pitch being built there. Thank you for bringing that Mayor, it's a big deal. How many phases is it going to take to complete this project?

### **Aaron Domini**

That's kind of like asking how many pieces of pizza are in a pizza. And how we are going to fund it and how much available funding you have so ultimately that's a puzzle that kind of unfolds as we go. Oftentimes we align that to grant funding, federal funding that you guys get together with what you have in your general fund and all of that goes into your CIP so once we have the plan, we're going to be able to put the pieces together that we think are good bite-size pieces here. My guess is that you were going to have 3 to 5 days going in here and all told this could be 10 years to get this all done. I think phase 1 would be about a two year process and then another big bite and then another bite. Every time we go through design and engineering and bidding in construction it kind of restarts that 24 to 30, 60 months cycle. I'm going to become an expert in cricket pitches.

### **Councilmember Baker**

I'm going to say it for the record, amphitheater. I want my amphitheater there. I know we haven't even gotten there but I'm putting it in your ear right now, that's what I want.

### **Mayor Begeny**

We were actually there on site as staff last weekend in the idea would be that it ultimately the tomato festival would be moved to this after the improvements were in, we actually were gauging out not only where the main performance stage would be but where a permanent amphitheater would be place within the park that would flow with everything else, that's why while this is not the most exciting things to look at as

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**MINUTES REGULAR MEETING  
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October 25, 2021**

far as electric and water, the reality is we are looking at this in the 5 to 10 year range if the tomato festival were to be here, what can we do with the infrastructure to save costs when it comes to having the tomato festival and parking for that. All those other events including Fourth of July and that secondary access onto Rose Hill, there's a lot of pieces that play into this but we are taking this very methodical and every step of the way counsel is going to be informed and the public will be made aware of what's going on and have plenty of input. One of the best ideas that we've had was not from anybody in this room, it was last summer at the farmers market and a resident suggested a turf field for those of limited mobility so they can play soccer without having to worry about the conditions of the field if it is too wet. That was not our idea but I tell you what we jumped on it and we're absolutely doing it. Those ideas that come from the community we want to hear them as much as possible, including councilmembers.

**Public Safety, Law & Courts Committee**

This is the Public Safety, Laws & Court Committee meeting for October 25, 2021.

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

An Ordinance to Approve Payment of Services Performed Prior to the Auditor's Certification of Availability of Funds, and Declaring an Emergency

**Deputy Chief Grizzell**

It is my understanding that we had money budgeted but this resulted from the higher cost from the sheriff's office for prisoner housing with the pandemic our census went down and we didn't anticipate that it was going to go up when it did so that's the reason for it, but we definitely have the money in the budget.

**Councilmember Baker**

Why is this a single read?

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**MINUTES REGULAR MEETING  
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**Deputy Chief Grizzell**

Because we have an outstanding bill we have to pay.

Councilmember Bryant makes a motion to forward the ordinance to Council for a first reading and emergency approval. Second by Councilmember Lawson-Rowe. Motion carries.

**Public Service & Transportation Committee**

This is the Public Service & Transportation Committee meeting for October 25, 2021.

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 District Advisory Council of the Franklin County General Health District and Franklin County Public Health for Health Services

**Director Dorman**

This is an annual contract hopefully everyone is familiar with it may be read the ordinance. This is the service we use the Franklin county health department. They actually have the jurisdiction. They can actually go into Franklin County and Fairfield as well as they do as you may recall all of our plumbing inspections so when we get a building permit, their entity comes out as a plumbing inspection. We also work with them on mosquito trapping and several other services such as septic. If someone has a private septic system they go out and do inspections on that and any other time we do it. They also help us out with flu vaccines and other things throughout the community. If you look at the ordinance and if you're familiar with it, our per capita rate last year was \$9.14 and this year were at \$9.13, a total increase of about \$15,900 over the fiscal year. Pretty standard increase for them.

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

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**MINUTES REGULAR MEETING  
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**Finance & Administration Committee**

This is the Finance & Administration Committee meeting for October 25, 2021

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

An Ordinance Unappropriating Funds from an Account in the Computer Department and Appropriating Funds to Another Account in the Computer Department, and Declaring an Emergency

**Director Boller**

This is simply moving money from one light item to another to purchase new computer equipment up here. We've had a lot of new software's added in a lot of the computers that you're working from right now, and Mollie is working from right now or not strong enough to handle everything so sometimes we have issues like those or such so we just need to get this appropriated so we can get that paid for. It's budget neutral.

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

An Ordinance Authorizing the Mayor to Enter into an Agreement with Media Promotion Enterprises (MPE) for the 2022 Tomato Festival, and Declaring an Emergency

**Mayor Begeny**

Yes believe it or not it is already that time. We are already thinking about the 2022 tomato festival so what this will do is allow us to get into contract to get a listing of potential artists for next year. We are closing in on making the day official as far as having rides. We do have a ride vendor. We are just making sure that those dates are secured and once those are secured we can figure out what artists are available at that time. Once we have that list I'm happy to share it with members of counsel if you would like to put your request in at that moment in time but again the goal is to have

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**MINUTES REGULAR MEETING  
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something similar to what happened in the past year where we had a wide variety of artists to attract all genres and musicians throughout. City attorney shook and others have already made their request on who they would like to see perform so we may be coming for additional funds later on that one. It's Wilson Phillips by the way. This is the same company we have used for a number of years.

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

**Consent Agenda for Emergency Adoption**

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

**130-2021**

AN ORDINANCE TO APPROVE PAYMENT OF SERVICES PERFORMED PRIOR TO THE AUDITOR'S CERTIFICATION OF AVAILABILITY OF FUNDS, AND DECLARING AN EMERGENCY --- Bryant. Public Safety, Law and Courts Committee.

**131-2021**

AN ORDINANCE AUTHORIZING THE AUDITOR TO ESTABLISH A NEW JEDD FUND ACCOUNT, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

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**MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
October 25, 2021**

**Consent Agenda for First Reading**

|                |                            |
|----------------|----------------------------|
| <b>RESULT:</b> | <b>REFERRED TO COUNCIL</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 --- Strickland. Public Service and Transportation Committee.

AN ORDINANCE UNAPPROPRIATING FUNDS FROM AN ACCOUNT IN THE COMPUTER DEPARTMENT AND APPROPRIATING FUNDS TO ANOTHER ACCOUNT IN THE COMPUTER DEPARTMENT, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MEDIA PROMOTION ENTERPRISES (MPE) FOR THE 2022 TOMATO FESTIVAL, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

**Consent Agenda for Second Reading**

|                |                            |
|----------------|----------------------------|
| <b>RESULT:</b> | <b>REFERRED TO COUNCIL</b> |
|----------------|----------------------------|

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

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# Reynoldsburg

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## MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL October 25, 2021

AN ORDINANCE TO AMEND CHAPTER 958 STORMWATER CHARGES, SECTION 958.06 EQUIVALENT RESIDENTIAL UNIT (ERU) OF THE CITY OF REYNOLDSBURG, OHIO CODIFIED ORDINANCES --- Strickland. Public Service and Transportation Committee.

AN ORDINANCE AUTHORIZING LOCAL AGGREGATION OF RETAIL ELECTRIC LOADS IN ACCORDANCE WITH SECTION 4928.20 OF THE OHIO REVISED CODE --- Salvati. Finance and Administration Committee.

AN ORDINANCE AUTHORIZING THE MAYOR TO ESTABLISH A PROCESS AND ELIGIBILITY REQUIREMENTS FOR A GRANT PROGRAM DIRECTED TOWARD FEMALE, MINORITY, AND VETERAN OWNED NEW BUSINESSES IN THE CITY OF REYNOLDSBURG AND APPROPRIATING FUNDS --- Salvati. Finance and Administration Committee.

### Other Council Matters

#### Councilmember Baker

I just want to say good luck to the football team as they go on to the playoffs this week and play Hilliard Davidson. It's going to be rainy so hopefully we can move the ball and pull out a win. Thank you to the men and women of our services and doctors and nurses in those working logistic industry and retail for keeping us moving in the pandemic. The Mel Clemens community service award, if you know anybody who should be nominated please get those in because we will be making an announcement in December. The deadline is coming up soon, the information in form is on our website.

#### Councilmember Lawson-Rowe

I wanted to share this past Thursday there was about 20 of us, including myself, that graduated from the citizens police academy and I share it's just another transparent moment that fulfills the ingredients that we need in our partnership with the community and the police and so I just want to congratulate those men and women who went through the program and those of you in the audience and council colleagues, if you're interested in participating in the upcoming class, it's in January. You can contact the Reynoldsburg police, the Mayor or myself if you're interested in an application. Thank you.

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# Reynoldsburg

OHIO • 1839

## MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL October 25, 2021

### Councilmember Pyakurel

I am diverting myself to speak a lot but I wanted to thank of Councilmember Cotner and auditor Cicak, Councilmember Lawson-Rowe, Councilmember Baker, Councilmember Bryant, Pastor Aaron and the Mayor for thinking of me. I lost my dad last Thursday and I think it's a part of life everybody has to go through but during the time of loss you feel that you're the only one experiencing that. My dad was 98. He had a very, very healthy life, until these last five or six months he didn't have to take any medication's. He had a little bit of health issues but age is a thing and I just wanted to appreciate the support that I received. During that time if anyone receives a call or text it's 1 million times the value than any other time. And I felt that from many members. I want to appreciate and think everyone. And we do things for 16 days that is our ritual and I came home yesterday from my brother's house and I found many cards and letters in my mailbox in opening that was fulfilling and very, very appreciate it thank you and councilmember Cotner I really truly appreciate you coming and visiting the house at a very difficult and emotional charged time. Thank you so much for what you do.

### Upcoming Meetings

November 4, 2021 Planning Commission  
November 8, 2021 Council  
November 18, 2021 BZBA  
November 22, 2021 Council  
November 25 & 26, 2021 City Offices Closed  
December 2, 2021 Planning Commission  
December 6, 2021 Special Council  
December 13, 2021 Council  
December 16, 2021 BZBA  
December 23 & 24, 2021 City Offices Closed  
December 27, 2021 No Council Meeting  
December 30 & 31, 2021 City Offices Closed

*Leanora Jenkins*

Leanora Jenkins, President of Council

*Mollie Prasher*

Mollie Prasher, Clerk 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 8, 2021**

**TO:**

**RE:**               **Hindu Diwali Festival**

---

Approval:

|            |             |               |
|------------|-------------|---------------|
| Joe Begeny | Chris Shook | Stephen Cicak |
|------------|-------------|---------------|

### A RESOLUTION RECOGNIZING THE HINDU FESTIVAL OF DIWALI

**WHEREAS**, the Hindu American Foundation and over one billion Hindus worldwide observe the festival of Diwali, the “Festival of Lights” which symbolizes the victory of dharma or good over evil; and

**WHEREAS**, Diwali is one of the most celebrated festivals of great significance to Hindus, Sikhs, Jains, and Buddhists; and

**WHEREAS**, recognizing the religious and historical significance of Diwali, the U.S. Congress has officially passed a unanimous resolution in 2007 and has since been a part of official White House celebrations; and

**WHEREAS**, Diwali renews our commitment to upholding values of truth, non-harming, charitable giving, community service etc.; and

**WHEREAS**, Diwali is a time for worshipping light in the form of wisdom, knowledge, peace, compassion and wellbeing; and

## **Clerk of Council**

**Mollie Prasher**

**7232 East Main Street**

**Reynoldsburg OH 43068**

**614-322-6836 Phone**

**WHEREAS**, Diwali is celebrated by many Hindus as a day of thanksgiving for the homecoming of Lord Rama and the beginning of the new year for many Hindus; and

**WHEREAS**, for Sikhs, Diwali is celebrated as a day that the sixth founding Sikh Guru, or revered teacher, Guru Hargobind, was released from the captivity by Mughal Emperor Jehangir; and

**WHEREAS**, for Jains, Diwali marks the anniversary of the attainment of Moksha or liberation by Mahavira, the last of the Tirthankars (the great teachers of Jain Dharma), at the end of his life in 527 B.C; and

**WHEREAS**, for Buddhists, especially the Newar Buddhists, Diwali is commemorated as Ashok Vijayadashami, the day the great Emperor Ashoka embraced Buddhism as his faith; and

**WHEREAS**, there is a sizeable population of Hindus mainly originating from Bhutan, Nepal and India who have made Reynoldsburg their home.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY OF REYNOLDSBURG** that the City of Reynoldsburg does hereby recognize the religious and historical significance of **Diwali**, the **Festival of Lights**, and its message of victory of good over evil, which resonates with the American spirit; and

**BE IT FURTHER RESOLVED** that the City of Reynoldsburg, Ohio, in our deepest respect for all Hindu American heritage proudly resolves to celebrate Diwali every year.

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

---

**DATE: November 8, 2021****TO:****CC:****RE: Ohio Springs Inc. DBA Sheetz Liquor Permit**

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Report from the RPD



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

TO

|                |     |      |  |                       |  |
|----------------|-----|------|--|-----------------------|--|
| 65215090420    |     | NEW  |  | OHIO SPRINGS INC      |  |
| PERMIT NUMBER  |     | TYPE |  | DBA SHEETZ            |  |
| ISSUE DATE     |     |      |  | 8271 E BROAD ST       |  |
| 10 12 2021     |     |      |  | REYNOLDSBURG OH 43068 |  |
| FILING DATE    |     |      |  |                       |  |
| C1 C2          |     |      |  |                       |  |
| PERMIT CLASSES |     |      |  |                       |  |
| 25             | 220 | B    |  | D21451                |  |
| TAX DISTRICT   |     |      |  | RECEIPT NO.           |  |

FROM 10/21/2021

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



MAILED 10/21/2021

RESPONSES MUST BE POSTMARKED NO LATER THAN.

11/22/2021

## IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL

WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES

B NEW 6521509-0420

(TRANSACTION &amp; NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT  
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

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

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council☐ Township Fiscal OfficerCLERK OF REYNOLDSBURG CITY COUNCIL  
7232 EAST MAIN STREET  
REYNOLDSBURG OHIO 43068



# Department of Commerce

Rev 2/10/2021

Mike DeWine, Governor  
Jon Husted, Lt. Governor

Division of Liquor Control  
Sheryl Maxfield, Director

Dear Local Legislative Authority Official:

Please find enclosed the legislative notice that is being sent to you regarding the applied for liquor permit as captioned on the notice. You **must**, within 30 days from the "mailed" date listed on the notice under the bar code:

- Notify the Division whether you object and want a hearing or not; or
- Ask for your one-time only, 30-day extension.
  - Any requests for a one-time, 30-day extension will be reviewed by the Division upon timely receipt. If granted, your additional 30-days runs from the expiration of the original 30-day period.

To be considered **timely**, your above response **must** be:

**FAXED** to the Division no later than 30 days after the "mailed" date (this is the date listed after the "responses must be postmarked no later than." You can fax your response to: (614) 644 - 3166

**EMAILED** to the Division no later than 30 days after the "mailed" date (this is the date listed after the "responses must be postmarked no later than." You can email your response to: [LiquorLicensingMailUnit@com.state.oh.us](mailto:LiquorLicensingMailUnit@com.state.oh.us)

**POSTMARKED**, if mailed, no later than the date listed on the notice after "responses must be postmarked no later than." You can mail your response to

Ohio Division of Liquor Control  
Attn: Licensing Unit  
6606 Tussing Road  
PO Box 4005  
Reynoldsburg, Ohio 43068-9005

In an effort to speed up processing times and reduce paper, the Division respectfully asks that you either fax or email the above notice. In a similar effort, please note that the Division is no longer sending ownership information with this legislative notice. If you want to know who owns the applied for permit you can find that information in two ways:

- Go to [https://www.comapps.ohio.gov/llqr/liqr\\_apps/PermitLookup/PermitHolderOwnership.aspx](https://www.comapps.ohio.gov/llqr/liqr_apps/PermitLookup/PermitHolderOwnership.aspx) and enter the permit number listed on the legislative notice; or
- Contact your police department or county sheriff, if you are a township fiscal officer or county clerk, as the Division sends the applicable law enforcement agency the pertinent ownership disclosure information when it notifies them of the permit application.

Licensing Section  
6606 Tussing Road  
Reynoldsburg, OH 43068-9009

Fax 614-728-1281  
TTY/TDD 800-750-0750  
[com.ohio.gov](http://com.ohio.gov)

An Equal Opportunity Employer and Service Provider

Packet Pg. 98

Attachment: Ohio Springs - Sheetz (Ohio Springs Inc. DBA Sheetz Liquor Permit)

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

---

**DATE: November 8, 2021****TO:****CC:****RE: Speedway 6312 East Main Street Liquor Permit**

---

Report from the RPD

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

TO

|               |     |                         |                   |  |
|---------------|-----|-------------------------|-------------------|--|
| 84189940480   |     | STCK                    | SPEEDWAY LLC      |  |
| PERMIT NUMBER |     | TYPE                    | DBA SPEEDWAY 5123 |  |
| ISSUE DATE    |     | 6312 E MAIN ST          |                   |  |
| 01 17 2021    |     | REYNOLDSBURG OHIO 43068 |                   |  |
| FILING DATE   |     |                         |                   |  |
| C2 C2X D6     |     | PERMIT CLASSES          |                   |  |
| 25            | 220 | B                       | F26480            |  |
| TAX DISTRICT  |     |                         | RECEIPT NO.       |  |

FROM 10/26/2021

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



MAILED 10/26/2021

RESPONSES MUST BE POSTMARKED NO LATER THAN. 11/26/2021

## IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL

WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES

B STCK 8418994-0480

(TRANSACTION &amp; NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT  
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

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

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council☐ Township Fiscal OfficerCLERK OF REYNOLDSBURG CITY COUNCIL  
7232 EAST MAIN STREET  
REYNOLDSBURG OHIO 43068

Attachment: Speedway (Speedway 6312 East Main Street Liquor Permit)



Office Hours  
8:00 a.m. - 5:00 p.m.  
For Questions call  
(614) 644-3156

Ohio Department of Commerce - Division of Liquor Control  
6606 Tussing Road, Reynoldsburg, Ohio 43068-9005  
http://www.com.ohio.gov/liqr



**APPLICATION FOR CHANGE OF LLC MEMBERSHIP INTERESTS**  
**PROCESSING FEE \$100.00**

CAUTION: ALLOW 10 TO 12 WEEKS FOR PROCESSING

PERMIT HOLDER REQUESTS APPROVAL OF THE DIVISION OF LIQUOR CONTROL OF THE FOLLOWING:

|                                                               |                                      |                                                                  |
|---------------------------------------------------------------|--------------------------------------|------------------------------------------------------------------|
| Permit Holder Name:<br>Speedway LLC                           |                                      | Permit Premises Address:<br>Every Location in Ohio<br>FO26210 AK |
| Liquor Permit Number(s):                                      | Federal Tax ID Number:<br>31-1551430 |                                                                  |
| Email Address:<br>l i c e n s i n g @ s p e e d w a y . c o m |                                      |                                                                  |

Attorney's Name, Address and Telephone Number (If represented):

Richard Blau c/o GrayRobinson, P.A., 401 E. Jackson Street, Suite 2700, Tampa, FL 33602; 813-273-5000

Please be advised that any social security numbers provided to the Division of Liquor Control in this application may be released to the Ohio Department of Public Safety, the Ohio Department of Taxation, the Ohio Attorney General, or to any other state or local law enforcement agency if the agency requests the social security number to conduct an investigation, implement an enforcement action, or collect taxes.

**PLEASE COMPLETE ALL AREAS OF SECTION A & B BELOW**

**Section A - PREVIOUS** List of managing members and all persons with a 5% or greater membership or voting interest in the LLC

| NAME                   | SOCIAL SECURITY #<br>OR FEDERAL TAX ID # | OFFICE HELD              | INTEREST                                                                                                                                                        | BIRTHDATE  |
|------------------------|------------------------------------------|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| 1) MPC Investment LLC  | FEIN: 27-1284632                         | Member                   | <input type="checkbox"/> Managing Member<br><input type="checkbox"/> Voting interest _____ %<br><input checked="" type="checkbox"/> Membership interest 100 %   | N/A        |
| 2) Timothy T. Griffith | SSN: 371-92-7382                         | President                | <input checked="" type="checkbox"/> Managing Member<br><input type="checkbox"/> Voting interest _____ %<br><input type="checkbox"/> Membership interest _____ % | 08/27/1969 |
| 3) Glenn M. Plumby     | SSN: 273-56-3531                         | Executive Vice President | <input checked="" type="checkbox"/> Managing Member<br><input type="checkbox"/> Voting interest _____ %<br><input type="checkbox"/> Membership interest _____ % | 03/02/1959 |
| 4) David E. Ball       | SSN: 508-92-8445                         |                          | <input checked="" type="checkbox"/> Managing Member<br><input type="checkbox"/> Voting interest _____ %<br><input type="checkbox"/> Membership interest _____ % | 6/17/1960  |

**Section B - REVISED** List of managing members and all persons with a 5% or greater membership or voting interest in the LLC

| NAME                          | SOCIAL SECURITY #<br>OR FEDERAL TAX ID # | OFFICE HELD               | INTEREST                                                                                                                                                        | BIRTHDATE  |
|-------------------------------|------------------------------------------|---------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| 1) SEI Speedway Holdings, LLC | FEIN: 86-2507617                         | Member                    | <input type="checkbox"/> Managing Member<br><input type="checkbox"/> Voting interest _____ %<br><input checked="" type="checkbox"/> Membership interest 100 %   | N/A        |
| 2) Timothy T. Griffith        | SSN: 371-92-7382                         | President                 | <input checked="" type="checkbox"/> Managing Member<br><input type="checkbox"/> Voting interest _____ %<br><input type="checkbox"/> Membership interest _____ % | 08/27/1969 |
| 3) Glenn M. Plumby            | SSN: 273-56-3531                         | Executive Vice President  | <input checked="" type="checkbox"/> Managing Member<br><input type="checkbox"/> Voting interest _____ %<br><input type="checkbox"/> Membership interest _____ % | 03/02/1959 |
| 4) David E. Ball              | SSN: 508-92-8445                         | General Counsel Secretary | <input checked="" type="checkbox"/> Managing Member<br><input type="checkbox"/> Voting interest _____ %<br><input type="checkbox"/> Membership interest _____ % | 6/17/1960  |

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

---

**DATE: November 8, 2021****TO:****CC:****RE: Speedway Liquor Permit for 7881 East Main Street**

---

The RPD will provide a report regarding permit.

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

TO

|                |     |      |                                                                                |
|----------------|-----|------|--------------------------------------------------------------------------------|
| 84189940470    |     | STCK | SPEEDWAY LLC<br>DBA SPEEDWAY 4487<br>7881 E MAIN ST<br>REYNOLDSBURG OHIO 43068 |
| PERMIT NUMBER  |     | TYPE |                                                                                |
| ISSUE DATE     |     |      |                                                                                |
| 01 17 2021     |     |      |                                                                                |
| FILING DATE    |     |      |                                                                                |
| C1 C2          |     |      |                                                                                |
| PERMIT CLASSES |     |      |                                                                                |
| 25             | 220 | B    | F26479                                                                         |
| TAX DISTRICT   |     |      | RECEIPT NO.                                                                    |

FROM 10/26/2021

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



MAILED 10/26/2021

RESPONSES MUST BE POSTMARKED NO LATER THAN. 11/26/2021

## IMPORTANT NOTICE

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

REFER TO THIS NUMBER IN ALL INQUIRIES

B STCK 8418994-0470

(TRANSACTION &amp; NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT  
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

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

(Signature)

(Title) - ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council☐ Township Fiscal OfficerCLERK OF REYNOLDSBURG CITY COUNCIL  
7232 EAST MAIN STREET  
REYNOLDSBURG OHIO 43068

Attachment: Speedway 7881 East Main Street (Speedway Liquor Permit for 7881 East Main Street)



Office Hours  
8:00 a.m. - 5:00 p.m.  
For Questions call  
(614) 644-3156

Ohio Department of Commerce - Division of Liquor Control  
6606 Tussing Road, Reynoldsburg, Ohio 43068-9005  
<http://www.com.ohio.gov/liqr>



**APPLICATION FOR CHANGE OF LLC MEMBERSHIP INTERESTS**  
**PROCESSING FEE \$100.00**

CAUTION: ALLOW 10 TO 12 WEEKS FOR PROCESSING

PERMIT HOLDER REQUESTS APPROVAL OF THE DIVISION OF LIQUOR CONTROL OF THE FOLLOWING:

|                                                               |                                      |                                                    |
|---------------------------------------------------------------|--------------------------------------|----------------------------------------------------|
| Permit Holder Name:<br>Speedway LLC                           |                                      | Permit Premises Address:<br>Every Location in Ohio |
| Liquor Permit Number(s):                                      | Federal Tax ID Number:<br>F026210 AK |                                                    |
| Email Address:<br>l i c e n s i n g @ s p e e d w a y . c o m |                                      |                                                    |

Attorney's Name, Address and Telephone Number (If represented):  
Richard Blau e o GrayRobinson, P.A., 401 E. Jackson Street, Suite 2700, Tampa, FL 33602; 813-273-5000

Please be advised that any social security numbers provided to the Division of Liquor Control in this application may be released to the Ohio Department of Public Safety, the Ohio Department of Taxation, the Ohio Attorney General, or to any other state or local law enforcement agency if the agency requests the social security number to conduct an investigation, implement an enforcement action, or collect taxes.

**PLEASE COMPLETE ALL AREAS OF SECTION A & B BELOW**

**Section A - PREVIOUS** List of managing members and all persons with a 5% or greater membership or voting interest in the LLC

| NAME                   | SOCIAL SECURITY #<br>OR FEDERAL TAX ID # | OFFICE HELD              | INTEREST                                                                                                                                                        | BIRTHDATE |
|------------------------|------------------------------------------|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| 1) MPC Investment LLC  | FEIN:                                    | Member                   | <input type="checkbox"/> Managing Member<br><input type="checkbox"/> Voting interest _____ %<br><input checked="" type="checkbox"/> Membership interest 100 %   | N/A       |
| 2) Timothy T. Griffith | SSN                                      | President                | <input checked="" type="checkbox"/> Managing Member<br><input type="checkbox"/> Voting interest _____ %<br><input type="checkbox"/> Membership interest _____ % |           |
| 3) Glenn M. Plumby     | SSN                                      | Executive Vice President | <input checked="" type="checkbox"/> Managing Member<br><input type="checkbox"/> Voting interest _____ %<br><input type="checkbox"/> Membership interest _____ % |           |
| 4) David E. Ball       | SSN:                                     |                          | <input checked="" type="checkbox"/> Managing Member<br><input type="checkbox"/> Voting interest _____ %<br><input type="checkbox"/> Membership interest _____ % |           |

**Section B - REVISED** List of managing members and all persons with a 5% or greater membership or voting interest in the LLC

| NAME                          | SOCIAL SECURITY #<br>OR FEDERAL TAX ID # | OFFICE HELD               | INTEREST                                                                                                                                                        | BIRTHDATE |
|-------------------------------|------------------------------------------|---------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| 1) SEI Speedway Holdings, LLC | FEIN                                     | Member                    | <input type="checkbox"/> Managing Member<br><input type="checkbox"/> Voting interest _____ %<br><input checked="" type="checkbox"/> Membership interest 100 %   | N/A       |
| 2) Timothy T. Griffith        | SSN                                      | President                 | <input checked="" type="checkbox"/> Managing Member<br><input type="checkbox"/> Voting interest _____ %<br><input type="checkbox"/> Membership interest _____ % |           |
| 3) Glenn M. Plumby            | SSN:                                     | Executive Vice President  | <input checked="" type="checkbox"/> Managing Member<br><input type="checkbox"/> Voting interest _____ %<br><input type="checkbox"/> Membership interest _____ % |           |
| 4) David E. Ball              | SSN                                      | General Counsel Secretary | <input checked="" type="checkbox"/> Managing Member<br><input type="checkbox"/> Voting interest _____ %<br><input type="checkbox"/> Membership interest _____ % |           |



Office Hours  
8:00 a.m. - 5:00 p.m.  
For Questions call  
(614) 644-3156

Ohio Department of Commerce - Division of Liquor Control  
6606 Tussing Road, Reynoldsburg, Ohio 43068-9005

<http://www.com.ohio.gov/licr>

# APPLICATION FOR CHANGE OF LLC MEMBERSHIP INTERESTS

PROCESSING FEE \$100.00

CAUTION: ALLOW 10 TO 12 WEEKS FOR PROCESSING



PERMIT HOLDER REQUESTS APPROVAL OF THE DIVISION OF LIQUOR CONTROL OF THE FOLLOWING:

Permit Holder Name:

Speedway LLC

Permit Premises Address:

Every Location in Ohio

Liquor Permit Number(s):

Federal Tax ID Number:

Email Address:

l i c e n s i n g @ s p e e d w a y . c o m

Attorney's Name, Address and Telephone Number (If represented):

Richard Blau c/o GrayRobinson, P.A., 401 E. Jackson Street, Suite 2700, Tampa, FL 33602; 813-273-5000

Please be advised that any social security numbers provided to the Division of Liquor Control in this application may be released to the Ohio Department of Public Safety, the Ohio Department of Taxation, the Ohio Attorney General, or to any other state or local law enforcement agency if the agency requests the social security number to conduct an investigation, implement an enforcement action, or collect taxes.

## PLEASE COMPLETE ALL AREAS OF SECTION A & B BELOW

Section A - **PREVIOUS** List of managing members and all persons with a 5% or greater membership or voting interest in the LLC

| NAME                   | SOCIAL SECURITY #<br>OR FEDERAL TAX ID # | OFFICE HELD | INTEREST                                                                                                                                                        | BIRTHDATE |
|------------------------|------------------------------------------|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| 1) Carina Eckard Duffy | SSN:                                     | Treasurer   | <input checked="" type="checkbox"/> Managing Member<br><input type="checkbox"/> Voting interest _____ %<br><input type="checkbox"/> Membership interest _____ % |           |
| 2)                     |                                          |             | <input type="checkbox"/> Managing Member<br><input type="checkbox"/> Voting interest _____ %<br><input type="checkbox"/> Membership interest _____ %            |           |
| 3)                     |                                          |             | <input type="checkbox"/> Managing Member<br><input type="checkbox"/> Voting interest _____ %<br><input type="checkbox"/> Membership interest _____ %            |           |
| 4)                     |                                          |             | <input type="checkbox"/> Managing Member<br><input type="checkbox"/> Voting interest _____ %<br><input type="checkbox"/> Membership interest _____ %            |           |

Section B - **REVISED** List of managing members and all persons with a 5% or greater membership or voting interest in the LLC

| NAME                   | SOCIAL SECURITY #<br>OR FEDERAL TAX ID # | OFFICE HELD | INTEREST                                                                                                                                                        | BIRTHDATE |
|------------------------|------------------------------------------|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| 1) Carina Eckard Duffy | SSN:                                     | Treasurer   | <input checked="" type="checkbox"/> Managing Member<br><input type="checkbox"/> Voting interest _____ %<br><input type="checkbox"/> Membership interest _____ % |           |
| 2)                     |                                          |             | <input type="checkbox"/> Managing Member<br><input type="checkbox"/> Voting interest _____ %<br><input type="checkbox"/> Membership interest _____ %            |           |
| 3)                     |                                          |             | <input type="checkbox"/> Managing Member<br><input type="checkbox"/> Voting interest _____ %<br><input type="checkbox"/> Membership interest _____ %            |           |
| 4)                     |                                          |             | <input type="checkbox"/> Managing Member<br><input type="checkbox"/> Voting interest _____ %<br><input type="checkbox"/> Membership interest _____ %            |           |

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


---

**DATE:** November 8, 2021

**TO:** Finance and Administration Committee

**RE:** Transfer Funds in the Computer Equipment

---

Approval:

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

Emergency/Suspension: Emergency

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

Statement of necessity for Emergency passage: in order to have funds available when equipment arrives for replacement in Council Chambers for public meetings.

**Requesting the unappropriation of the appropriated account 110.584-5339 (Misc. Contract Services) and appropriate to account 110.584.5639 (Other Equipment) \$8,000.00.**

**AN ORDINANCE UNAPPROPRIATING FUNDS FROM AN ACCOUNT IN THE  
COMPUTER DEPARTMENT AND APPROPRIATING FUNDS TO ANOTHER  
ACCOUNT IN THE COMPUTER DEPARTMENT, AND DECLARING AN  
EMERGENCY**

WHEREAS, it has been determined that the computer equipment in Council Chambers needs to be updated and replaced; and

WHEREAS, the City of Reynoldsburg IT contractor will purchase, install, and maintain all equipment moving forward.

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

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

SECTION 1. That \$8,000.00 be unappropriated from account 110.584.5339 Miscellaneous Contract Service and appropriated to account 110.584.5639 Other Equipment.

SECTION 2: This Ordinance is hereby declared to be an emergency measure necessary for the financial needs of the City of Reynoldsburg, wherefore this Ordinance shall take effect immediately upon its passage by Council and the Mayor's signature.

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


---

**DATE:** November 8, 2021

**TO:** Public Service and Transportation Committee

**RE:** Amend Certify Nuisance Costs for Scenic Drive

---

Approval:

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

Emergency/Suspension: Emergency

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

**The City undertook costs to clean up property located at 54 Scenic Road, which was declared a nuisance property.**

As there is an anticipated dispensation of the property, an emergency measure needs to be added to this ordinance.

**AN ORDINANCE TO CERTIFY NUISANCE ABATEMENT COSTS ASSOCIATED  
WITH 54 SCENIC DRIVE IN THE CITY OF REYNOLDSBURG, AND DECLARING  
AN EMERGENCY**

WHEREAS, the City of Reynoldsburg declared property located at 54 Scenic Road, Reynoldsburg, Ohio a "public nuisance" pursuant to Chapter 1701 of the Codified Ordinances of the City of Reynoldsburg; and

WHEREAS, the City and the Owner of the property located at 54 Scenic Drive entered into a Consent Agreement whereby the City inspected the subject property and determined that

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

nuisance abatement actions would be required to preserve and protect the health and safety of the property and the neighboring properties; and

WHEREAS, in accordance with the Consent Agreement entered into with the property owner at 54 Scenic Road, the City sent the property owner a bill for the costs incurred for such nuisance abatement; and

WHEREAS, the property owner has not paid to the City the costs of nuisance abatement and, as such, the costs shall be certified to the Franklin County Auditor as a special assessment on the property pursuant to Sections 1701.08(b)(1) of the Codified Ordinances of the City of Reynoldsburg.

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

SECTION 1. That the Clerk of Council be and is hereby authorized to certify for collection by the Franklin County Auditor the nuisance abatement costs for 54 Scenic Road, Reynoldsburg, Ohio, Franklin County Parcel ID Number 068-000015-00.

SECTION 2. That the amount to be certified for collection is \$16,004.15 as evidenced by the Exhibits attached.

SECTION 3. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City in order to file these costs with the County prior to any dispensation of the property; wherefore, upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.

Ship To

City of Reynoldsburg-City Attorney  
7232 E. Main Street  
REYNOLDSBURG, OH 43068

Bill To

City of Reynoldsburg-City Attorney  
7232 E. Main Street  
REYNOLDSBURG, OH 43068

**Purchase Order**  
No. 2021-00000928

DATE 04/12/2021

VENDOR 11723 - BIO-ONE COLUMBUS, LLC



PURCHASE ORDER NUMBER MUST APPEAR ON  
ALL INVOICES, SHIPPERS, BILL OF LADING AND  
CORRESPONDENCE

Contact

BIO-ONE COLUMBUS, LLC  
3000 EAST MAIN ST #151  
COLUMBUS, OH 43209

DELIVER BY  
SHIP VIA  
FREIGHT TERMS  
PAGE 1 of 1  
ORIGINATOR: Sherri Starr

## REFERENCE #

| QUANTITY                                                                                                                                                                                                        | UNIT    | DESCRIPTION                                                                                                               | UNIT COST   | TOTAL COST  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|---------------------------------------------------------------------------------------------------------------------------|-------------|-------------|
| 1.0000                                                                                                                                                                                                          | Each    | Miscellaneous Contract Services - Biohazard Remediation - 54 Scenic Rd<br>110.554.5339 - Misc Contract Services 14,470.00 | 14,470.0000 | \$14,470.00 |
|                                                                                                                                                                                                                 | 4/19/21 | Invoice # 821062                                                                                                          |             |             |
| <p style="text-align: center;">APPROVED<br/>FOR PAYMENT</p> <p style="text-align: center;"><i>[Signature]</i></p> <p style="text-align: center;">DEPT: CITY ATTORNEY<br/>DATE: 4-19-21<br/>PO: 2021-0000928</p> |         |                                                                                                                           |             |             |
| TOTAL DUE                                                                                                                                                                                                       |         |                                                                                                                           |             | \$14,470.00 |

## AUDITOR'S CERTIFICATE

I certify that funds for the above encumbrance have been  
appropriated and are in the treasury free from any obligation.

*Stephen M. Cisek*

Special Instructions

Attachment: BioOne Bill (133-2021 : Amend Certify Nuisance Costs for Scenic Drive)



## Bio-One

3000 E. Main St. #151  
Columbus, OH 43209  
(614) 743-1795

www.BioOneColumbus.com  
info@BioOneColumbus.com

| Date    | Invoice # |
|---------|-----------|
| 4/17/21 | 821062    |

| Bill To                                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------------|
| <p>The City of Reynoldsburg<br/>Attn: William Delong<br/>7232 E. Main St.<br/>Reynoldsburg, OH 43068<br/>(614) 322-6800</p> |

| P.O. No.      | Terms  | Project               |
|---------------|--------|-----------------------|
| 2021-00000928 | Net 30 | Biohazard Remediation |

| Quantity | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Rate | Amount   |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|
|          | <p><b>Biohazard Remediation – 54 Scenic Rd., Reynoldsburg, OH 43068:</b> Removal/remediation of all regulated biohazardous waste, household items, furniture, trash, non-salvageable flooring, subflooring, drywall, structural materials, etc. as needed, HEPA-filtered vacuuming, enzyme rinse of floors, antimicrobial surface disinfection with encapsulation, ozone generation for odor abatement, OSHA set up and breakdown, technician labor hours, chemicals, personal protective equipment, transport and disposal of all regulated and non-regulated waste</p> |      | \$14,470 |

|                           |          |
|---------------------------|----------|
| <b>Tax Exempt Status:</b> |          |
|                           |          |
|                           |          |
| <b>Total Balance Due:</b> | \$14,470 |

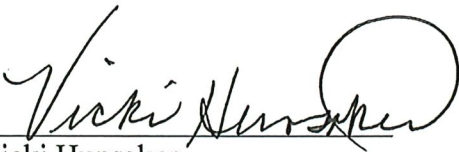
Attachment: BioOne Bill (133-2021 : Amend Certify Nuisance Costs for Scenic Drive)



The Office of the City Attorney  
**Chris Shook**

April 30, 2021

Vicki Hunsaker, hereby acknowledges receipt of Check No 236679 in the amount of \$404.10 as reimbursement from the City of Reynoldsburg this \_\_\_\_ day of April, 2021.

  
Vicki Hunsaker

Attachment: Flea and Tick Bill.1 (133-2021 : Amend Certify Nuisance Costs for Scenic Drive)



Check No. 236679

| DATE       | INVOICE NO.   | DESCRIPTION                           | NET AMOUNT      |
|------------|---------------|---------------------------------------|-----------------|
| 04/01/2021 | 2021-00001108 | Reimbursement for Flea & Tick Control | 404.10          |
|            |               |                                       | Total: \$404.10 |



## CITY OF REYNOLDSBURG

7232 East Main Street  
 Reynoldsburg, OH 43068-2014  
 Phone: (614) 322-6801

58-933  
 441

Check No: 236679

Heartland Bank  
 Reynoldsburg, OH

Date  
 04/30/2021

Amount  
 \$404.10

PAY Four Hundred Four and 10/100 Dollars

TO VICKI HUNSAKER  
 THE 42 SCENIC RD  
 ORDER BLACKLICK, OH 43004  
 OF

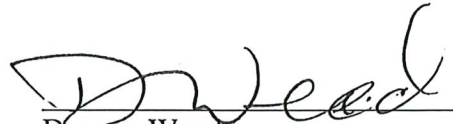
*Stephen M. Chick*  
 Authorized Signature



The Office of the City Attorney  
**Chris Shook**

April 30, 2021

Deanna Weed, hereby acknowledges receipt of Check No 236681 in the amount of \$460.05 as reimbursement from the City of Reynoldsburg this 30<sup>th</sup> day of April, 2021.



Deanna Weed

Attachment: Flea and Tick Bill.2 (133-2021 : Amend Certify Nuisance Costs for Scenic Drive)

| DATE       | INVOICE NO.   | DESCRIPTION                           | NET AMOUNT |
|------------|---------------|---------------------------------------|------------|
| 03/29/2021 | 2021-00001107 | Reimbursement for Flea & Tick Control | 460.05     |

Total: \$460.05



7232 East Main Street  
Reynoldsburg, OH 43068-2014  
Phone: (614) 322-6801

$$\begin{array}{r} 56-933 \\ \hline 441 \end{array}$$

Heartland Bank  
Reynolds, OH

|            |
|------------|
| Date       |
| 04/30/2021 |

|          |
|----------|
| Amount   |
| \$460.05 |

PAY Four Hundred Sixty and 5/100 Dollars

TO DEANNA WEED  
THE 64 SCENIC RD  
ORDER BLACKLICK, OH 43004-9628  
OF

Stephen M. Ciccarone  
Authorized Signature

## **CONSENT AGREEMENT FOR NUISANCE ABATEMENT**

This Consent Agreement is made and entered into by and between Colleen Croston (hereinafter "Owner") her heirs, representatives, administrators and executors and the City of Reynoldsburg (hereinafter "City") its employees, representatives, successors, insurers and assigns and relates to the condition of a "public nuisance" located the premises of 54 Scenic Drive in the City of Reynoldsburg, Ohio (the "Premises").

Owner states she is the title owner of real property located at 54 Scenic Drive, Reynoldsburg, Ohio, and that she has the legal authority to enter into this Agreement.

For the purposes of this Agreement, "public nuisance" shall be defined by Section 1701.01(a) of the Codified Ordinances of the City of Reynoldsburg. In consideration of the mutual promises and agreements set forth herein, the parties agree to waive formal process under Chapter 1701 and shall proceed with nuisance abatement as follows:

1. Owner shall grant consent to the City and to any other governmental entity with jurisdiction over a public nuisance, including the Franklin County Department of Health, and their representatives, to conduct a full inspection of the interior and exterior of the Premises, including any building located on the property.
2. If the City, after inspection, determines that action shall be taken to abate any nuisance on the Premises, the City may take such action, which may include cleaning of the premises, removal of items creating a nuisance condition, boarding of windows and exterior doors to secure the structure, and/or demolition and removal of the structure if such shall be deemed necessary.
3. Owner shall be submitted a bill for the costs of nuisance abatement. If such bill remains unpaid for a period of more than thirty (30) days, Owner acknowledges the costs may be certified to the County Treasurer and levied as a special assessment against the Premises and recovered in the manner provided for the recovery of special assessments.

Owner agrees and acknowledges she been given a reasonable period of time within which to consider this Agreement and to fully review and discuss the terms of this Agreement with an attorney if she so chooses. The parties acknowledge that they understand and accept the terms of this Agreement and enter into it voluntarily.

The parties agree if any provision or clause of this Agreement is held to be invalid or unenforceable, then such provision or clause shall be severed without affecting any other provision or clause of this Agreement and the balance of said Agreement shall remain in full force and effect.

The parties agree and acknowledge that this Agreement contains and comprises the entire agreement and understanding between the parties, that no other representation, promise, covenant or agreement of any kind whatsoever has been made to cause any party to execute this agreement, and that all agreements and understanding between the parties are embodied and expressed herein.

The parties also agree that the terms of this Agreement shall not be amended or changed except in writing and signed by both parties or a duly authorized agent.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be duly executed.

Colleen Croston 2/26/21  
Colleen Croston, Owner      Date

[Signature]      2/26/21  
Witness      Date

\_\_\_\_\_  
Joe Begeny, Mayor      Date

\_\_\_\_\_  
Witness      Date

STATE OF OHIO      )  
COUNTY OF FRANKLIN      ) SS:

**BE IT REMEMBERED**, that on this 26 day of February, 2021, before me, the subscriber, a Notary Public in and for said county and state, personally came Colleen Croston, who acknowledged the signing thereof to be his/her free act and deed.

**IN TESTIMONY WHEREOF**, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

[Signature]  
Notary Public



**JONATHAN T. TYACK, Attorney At Law**  
NOTARY PUBLIC, STATE OF OHIO  
My commission has no expiration date.  
Section 147.03 R.C.

APPROVED AS TO FORM:

\_\_\_\_\_  
Chris Shook, City Attorney

Attachment: Croston Consent Agreement (133-2021 : Amend Certify Nuisance Costs for Scenic Drive)

Ship To

City of Reynoldsburg-City Attorney  
7232 E. Main Street  
REYNOLDSBURG, OH 43068

Bill To

City of Reynoldsburg-City Attorney  
7232 E. Main Street  
REYNOLDSBURG, OH 43068

Purchase Order **11.2.e**

No. 2021-00000984

DATE 04/15/2021

VENDOR 593 - J AND J PROPERTY MAINTENANCE



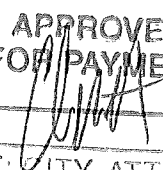
Contact

J AND J PROPERTY MAINTENANCE  
8049 TAYLOR ROAD SW  
REYNOLDSBURG, OH 43068

PURCHASE ORDER NUMBER MUST APPEAR ON  
ALL INVOICES, SHIPPERS, BILL OF LADING AND  
CORRESPONDENCE

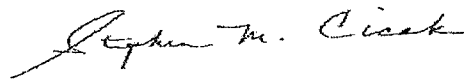
DELIVER BY  
SHIP VIA  
FREIGHT TERMS  
PAGE 1 of 1  
ORIGINATOR: Sherri Starr

REFERENCE #

| QUANTITY  | UNIT | DESCRIPTION                                                                                                                                                                 | UNIT COST | TOTAL COST |
|-----------|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------|
| 1.0000    | Each | Miscellaneous Contract Services - Boarding up 54 Scenic<br>110.554.5339 - Misc Contract Services 375.00                                                                     | 375.0000  | \$375.00   |
|           |      | 4/27/21 Invoice # 23412                                                                                                                                                     |           |            |
|           |      | APPROVED<br>FOR PAYMENT<br><br>DEPT: CITY ATTORNEY<br>DATE: 4-27-21<br>NO. 2021-00000984 |           |            |
| TOTAL DUE |      |                                                                                                                                                                             |           | \$375.00   |

## AUDITOR'S CERTIFICATE

I certify that funds for the above encumbrance have been  
appropriated and are in the treasury free from any obligation.



Special Instructions

Attachment: J&amp;J Bill.2 (133-2021 : Amend Certify Nuisance Costs for Scenic Drive)

**Invoice****J + J Property Maintenance**8049 Taylor Rd. SW  
Reynoldsburg, OH 43068

| Date      | Invoice # |
|-----------|-----------|
| 4/23/2021 | 23412     |

|                                                                    |
|--------------------------------------------------------------------|
| Bill To                                                            |
| City of Reynoldsburg<br>7232 E. Main St.<br>Reynoldsburg, OH 43068 |

| P.O. No.      | Terms  |
|---------------|--------|
| 2021-00000984 | Net 30 |

| Quantity                                                      | Description                                                                                                                                   | Rate   | Amount   |
|---------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|--------|----------|
| 1                                                             | Board up 3 missing doors at 54 Scenic per request. Completed 4/16/2021.<br>Front door 36x84, rear basement door 34x84, rear double door 90x84 | 375.00 | 375.00   |
| <div data-bbox="277 1556 613 1782" data-label="Image"> </div> |                                                                                                                                               |        |          |
| <b>Total</b>                                                  |                                                                                                                                               |        | \$375.00 |

Attachment: J&amp;J Bill.2 (133-2021 : Amend Certify Nuisance Costs for Scenic Drive)



Ship To

City of Reynoldsburg-City Attorney  
7232 E. Main Street  
REYNOLDSBURG, OH 43068

Bill To

City of Reynoldsburg-City Attorney  
7232 E. Main Street  
REYNOLDSBURG, OH 43068

11.2.f

Purchase Order  
No. 2021-00000925

DATE 04/01/2021

VENDOR 593 - J AND J PROPERTY MAINTENANCE



PURCHASE ORDER NUMBER MUST APPEAR ON  
ALL INVOICES, SHIPPERS, BILL OF LADING AND  
CORRESPONDENCE

Contact

J AND J PROPERTY MAINTENANCE  
8049 TAYLOR ROAD SW  
REYNOLDSBURG, OH 43068

DELIVER BY  
SHIP VIA  
FREIGHT TERMS  
PAGE 1 of 1  
ORIGINATOR: Sherri Starr

REFERENCE #

| QUANTITY                                                                                                                                                        | UNIT    | DESCRIPTION                                                                                                     | UNIT COST | TOTAL COST |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|-----------------------------------------------------------------------------------------------------------------|-----------|------------|
| 1.0000                                                                                                                                                          | Each    | Miscellaneous Contract Services - Fumigation of Fleas 54 Scenic<br>110.554.5339 - Misc Contract Services 295.00 | 295.0000  | \$295.00   |
|                                                                                                                                                                 | 4-12-21 | Invoice 23402                                                                                                   |           |            |
| <p style="text-align: center;"><b>APPROVED FOR PAYMENT</b></p> <p style="text-align: center;">DEPT: CITY ATTORNEY<br/>D/TE: 4-12-2021<br/>P.O.: 2021-000009</p> |         |                                                                                                                 |           |            |
| TOTAL DUE                                                                                                                                                       |         |                                                                                                                 |           | \$295.00   |

## AUDITOR'S CERTIFICATE

I certify that funds for the above encumbrance have been appropriated and are in the treasury free from any obligation.

*Stephen M. Cicak*

Special Instructions

Attachment: J&amp;J Bill (133-2021 : Amend Certify Nuisance Costs for Scenic Drive)



**J & J Property Maintenance**

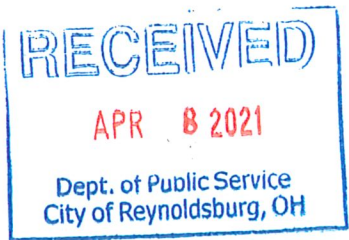
8049 Taylor Rd. SW  
Reynoldsburg, OH 43068

**Invoice**

| Date     | Invoice # |
|----------|-----------|
| 4/5/2021 | 23402     |

|                                                                    |
|--------------------------------------------------------------------|
| Bill To                                                            |
| City of Reynoldsburg<br>7232 E. Main St.<br>Reynoldsburg, OH 43068 |

| P.O. No.      | Terms  |
|---------------|--------|
| 2021-00000925 | Net 30 |

| Quantity                                                                            | Description                                                                                                                                                                                                                                                                                                                               | Rate         | Amount   |
|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|----------|
| 1                                                                                   | Extermination at 54 Scenic Rd completed 4/2/2021. extermination of house for fleas completed through fogging. Perimeter treatment completed around outside of house and exterior perimeter of yard. Extermination provided at the request of the City Attorney's office and completed by licensed contractor Platinum Pest Protection LLC | 295.00       | 295.00   |
|  |                                                                                                                                                                                                                                                                                                                                           |              |          |
|                                                                                     |                                                                                                                                                                                                                                                                                                                                           | <b>Total</b> | \$295.00 |

Attachment: J&amp;J Bill (133-2021 : Amend Certify Nuisance Costs for Scenic Drive)

**Parks & Recreation Dept.****Donna Bauman****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6879 Phone****ORDINANCE REQUEST****DATE: November 8, 2021****TO: Development, Parks and Recreation Committee****RE: Transfer Funds for Park Paging System**

Approval:

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

Emergency/Suspension:      Emergency

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

Requesting emergency passage at the second (2nd) reading.

**Unappropriate \$21,214.00 from 110.340.5339 and appropriate \$21,214.00 into 110.340.5639 for a paging system at Huber Park and JFK Park.**

**AN ORDINANCE MAKING A TRANSFER OF FUNDS IN THE PARKS AND  
RECREATION DEPARTMENT AMONG VARIOUS GENERAL FUND ACCOUNTS,  
AND DECLARING AN EMERGENCY**

WHEREAS, it has been determined that funds need to be transferred in the Parks and Recreation Department for the purchase of a paging system at Huber and JFK Parks.

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

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

SECTION 1. That an amount of \$21,214.00 be unappropriated from account number 110.340.5339 Miscellaneous Contract Services and appropriated to account number 110.340.5639 Other Equipment.

SECTION 2: This Ordinance is hereby declared to be an emergency measure necessary for the financial needs of the City of Reynoldsburg; wherefore this Ordinance shall take effect immediately upon its passage by Council and the Mayor's signature.

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


---

**DATE:** November 8, 2021

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

**RE:** Transfer of Funds in the Senior Center Budget

---

Approval:

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

Emergency/Suspension: Emergency

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

Requesting passage as an emergency at the second (2nd) reading.

**Unappropriate \$4,878.00 from 110.343.5339 and appropriate \$4,878.00 into 110.343.5639 for a paging and wireless microphone system.**

**AN ORDINANCE MAKING A TRANSFER OF FUNDS IN THE PARKS AND RECREATION DEPARTMENT AMONG VARIOUS GENERAL FUND ACCOUNTS IN THE SENIOR CENTER, AND DECLARING AN EMERGENCY**

WHEREAS, it has been determined that funds need to be transferred in the Parks and Recreation Department for the purchase of a paging wireless microphone system at the Senior Center.

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

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

SECTION 1. That an amount of \$4,878.00 be unappropriated from account number 110.343.5339 Miscellaneous Contract Services and appropriated to account number 110.343.5639 Other Equipment.

SECTION 2: This Ordinance is hereby declared to be an emergency measure necessary for the financial needs of the City of Reynoldsburg; wherefore this Ordinance shall take effect immediately upon its passage by Council and the Mayor's signature.

**Parks & Recreation Dept.****Donna Bauman****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6879 Phone****ORDINANCE REQUEST****DATE: November 8, 2021****TO: Development, Parks and Recreation Committee****RE: Civic Park-Architectural and Engineering Design and Bidding Services  
Phase 1**

Approval:

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

Emergency/Suspension: Emergency

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

OHM will be team with EMH&T in the development of Civic Park. This team will provide the site survey and underground utilities. EMH&T will perform utility master planning for stormwater, wastewater, water service, and electric. OHM will provide design development for the entire project, final Engineering and construction Documentation (bid set).

Requesting \$277,500.00 be appropriated into fund number 206.000.5659, Misc. Infrastructure from the unappropriated American Rescue Plan fund (206).

Requesting emergency passage at the November 22, 2021 Council Meeting

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH OHM FOR ARCHITECTURAL AND ENGINEERING DESIGN AND BIDDING SERVICES FOR IMPROVEMENTS TO CIVIC PARK AND APPROPRIATING FUNDS THEREFOR, AND DECLARING AN EMERGENCY**

WHEREAS, the Mayor and the Parks and Recreation Department have determined that Civic

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

Park needs a more inclusive design and general update to the Park's amenities; and

WHEREAS, the Civic Park redesign will be a multi-phase, multi-year project; and

WHEREAS, this Ordinance will direct OHM to complete the architectural and engineering design and bidding services for improvements to Civic Park to begin in 2022 or as funds become available.

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 OHM in the amount of \$ 277,500.00 for architectural and engineering design and bidding services for the Civic Park Phase 1 improvement project.

SECTION 2. That \$ 277,500.00 be unappropriated from American Rescue Plan Fund (206) and appropriated to 206.000.5659, Misc. Infrastructure.

SECTION 3. This Ordinance is hereby declared to be an emergency measure necessary for the financial needs of the City of Reynoldsburg for the project to begin prior to the end of 2021; wherefore this Ordinance shall take effect immediately upon its passage by Council and the Mayor's signature.



Request for Proposals

# Civic Park Architectural and Engineering Design and Bidding Services

The City of Reynoldsburg Parks & Recreation



## About OHM Advisors

OHM Advisors is a community advancement firm delivering award-winning work across the architecture, engineering, and planning spheres. With more than 500 employees throughout Ohio, Michigan, and Tennessee, our team partners with leaders at all levels of government, school districts, developers, universities, healthcare networks, and private companies to create great places for people.





Donna Bauman  
 Director Parks and Recreation  
 City of Reynoldsburg Parks & Recreation  
 7232 E. Main Street  
 Reynoldsburg, OH 43068

**RE: Civic Park Architectural and Engineering Design and Bidding Services Request for Proposals (RFP)**

Dear Ms. Bauman;

It is an honor to be able to provide the City of Reynoldsburg with this proposal. As a team we have grown a strong relationship with the City, and have collaboratively worked with the City leadership, staff, and the community to enhance and grow Reynoldsburg as a leading community in Central Ohio. It is lasting relationships like this that drives our team forward to create inviting and stable communities. Thank you for the opportunity to serve as community advisors, and we look forward to continuing a trusting, fundamental relationship.

*OHM Advisors offers the following benefits:*

- **A TRUE, LOCAL PARTNER TO REYNOLDSBURG** - For nearly 10 years, OHM has served as a consultant to the City of Reynoldsburg, providing a variety of planning, engineering, urban design, and architectural services to help further develop their identity and create a strong, thriving community. Our team is thoroughly familiar with the City's goals, having worked on the Comprehensive Plan and a complete update to their current Zoning Code (completed in 2020). Recently, OHM assisted in developing a master plan for Civic Park and worked with the City to carry out design improvements to Main Street, a major commercial corridor and critical link to elevating the revitalization of Olde Reynoldsburg. With our office only located 15 miles away from Reynoldsburg's main offices, we can quickly be on the project site or available for impromptu meetings as necessary.
- **VAST EXPERIENCE PERFORMING SIMILAR SERVICES** - OHM has completed over 65 parks projects including Hilliard's Station Park (Hilliard, OH), Green Central Park (Green, OH), Northam Park (Upper Arlington, OH), Veteran's Park (Delaware, OH) and McGill Park (Canal Winchester, OH). These projects incorporated architecture, multi-use trails, structural amenities, circulation and access studies, park amenities, and parks master plans. Our teaming partner, EMH&T, has provided site/civil, landscape architecture, environmental, and structural engineering services to parks throughout Ohio, including parks in Reynoldsburg (JFK Park, Pine Quarry, and Blacklick Creek).
- **DIVERSE SERVICES ALL UNDER ONE ROOF** - OHM Advisors offers a complete set of professional services in-house. The City of Reynoldsburg only needs to make one call for the OHM team to be able to address your concerns comprehensively. We are also regularly engaged with the finest engineering and technology consultants in Central Ohio and have a broad range of working relationships with policy and funding experts and authorities. Since our office is built to work cross-discipline and cross-geography, we are used to working with team members of many diverse disciplines and areas of expertise.

We look forward to continue being part of the Reynoldsburg team for this project. Should you have any questions regarding our qualifications and proposal, please feel free to contact me at (614) 474-1114.

Sincerely,  
 OHM Advisors



**Aaron Domini**  
*Principal*



**Mark Bockrath, PLA, ASLA**  
*Project Manager*



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|                                |    |
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## SECTION A

# PROPOSED PROJECT

# Project Approach



The OHM and EMH&T team is committed to the development of a Master Plan for Civic Park. To date, OHM has invested time to create a draft master plan for the park. This plan has served as foundation for the development of many community and city leadership conversations, and in turn has driven the need for more robust planning and design services to implement the vision.

Our approach for this project will be to build on the draft plan, refine the vision, and prepare for implementation through a phased approach that will meet the community's needs, be fiscally responsible, ensure there is efficiency in the development of the park space, and respect the City's current parks and recreation operations at the park.

To achieve this, our team has developed five tasks that will take the project from the vision to construction. This is a process that is intended to be a guide, remain flexible, and respond to the needs of the City and greater community.

## Task I - Revisit the Vision

During this task, the consultant team will work with City staff to revisit the draft master plan for Civic Park. Through a series of meetings and design iterations, the park program and master plan will be refined to reflect the recommendations of City staff and leadership, as well as stakeholders in the community that use the park (e.g. youth soccer, cricket, etc.). The outcome of the task will be a final master plan.

## Task II - Develop Opinion of Cost and Phasing

Building off the final master plan developed in Task I, the consultant team will create a detailed opinion of cost and phasing plan for the park. This will build on the cost estimate and phasing approach previously developed by OHM, and reflect any new changes developed out of Task I. The opinion of cost and phasing plan will be presented to the client team and one round of changes will be made based on client input.

## Task III - Prepare for Phase I - Survey

Task III will involve preparing a survey to support the development of the construction documents created in Task IV. The approach to the survey, depending on available funding, will incorporate the entire park or just for immediate phases. The final approach to the survey will be developed with input from the client team.

## Task IV - Phase I Design Development and Construction Documentation

During this task, the consultant team will prepare a 30, 60, and 100 percent document set. The approach to creating the documents, like Task III, will be based on a preferred phasing plan. The consultant team will review each submittal with the client team to ensure it reflects all elements of the master plan. OHM and EMH&T will work collaboratively to develop a QA / QC process to review each others work to ensure accuracy within the documents. This is a unique value add these two firms bring to the process.

## Task V - Bid Assistance and Construction Management

Once the final construction documents are complete, OHM and EMH&T will work with City staff to bid the project, and support the City through the review process. Once a preferred vendor is selected, the consultant team will work collaboratively with the City to serve in a CA role to ensure the project is constructed per the plans and the City specifications.



# PROPOSED CONCEPT











## SECTION B

# PRIOR EXPERIENCE

# Hilliard Station Park

CITY OF HILLIARD

Hilliard's Station Park is located at the trailhead of the seven-mile Heritage Rail Trail that stretches between downtown Hilliard and Plain City, Ohio. The park was designed as both a recreational hub for people using the trail and a year-round event space for the community.

Nearest the trailhead, our team designed the park to include a zone with outdoor lockers and resting areas for those using the trail. At the core of the park, an amphitheater and a programmed fountain with seasonal lighting and music are the setting for a multi-functional community venue which will be used throughout the year. The interactive fountain features 47 colored LED ground jets that dance to music. The fountain can be turned off during community events to create a flexible plaza space that accommodates more visitors.

The architectural design is symbolic of the site's past use as a train depot. Architectural features include deep overhangs and brackets, as well as large glass garage doors that have a transparent feel. Through the use of recycled, natural and environmentally-conscious materials, the park represents a sustainable future.

The main building houses a large meeting room and small prep kitchen to be used for a wide array of activities. The second building provides a public restroom facility, an audio equipment storage room as well as an additional lower level storage and pump room for the water features. Both buildings are connected by an overhead natural cedar trellis unifying the design, and reinforcing the site's overall connectedness between its individual elements.

## Cost + Completion

\$4,500,000 (Construction) | 2015

## Client Reference

City of Hilliard  
John Talentino, AICP  
City Planner  
614.334.2444

## OHM Key Staff

Mark Bockrath, PLA, ASLA  
Anne Herron, PLA  
Ashley Efaw  
Gary Sebach, AIA, LEED AP  
Sean Gillilan, PE, LEED AP

## Key Services

Site Design  
Landscape Architecture  
Urban Design  
Architecture





# Tattan Park

CITY OF WESTLAND (MI)

OHM Advisors was selected to redevelop Tattan Park, the northern anchor of Westland's Central City Park. Extensive enhancements to Tattan Park were made that complement existing site components while introducing new features, including a Farmers Market Pavilion, seven shelters, concessions, restrooms, and a modified county drain.

The existing stormwater detention area was transformed into a wet pond with a fountain bound by pond walls on the east and south sides. This feature detains the park's excess stormwater during large rain events and releases it to the Morgan Drain at a manageable rate. Additionally, the quality of water entering the drain is greatly improved resulting from the addition of three bio-retention features and a manufactured water quality unit implemented into the site design.

The plan retains the splash pad as a major program element while expanding its size to accommodate a higher volume of users. Defined entry points and drop off locations were added to simplify circulation and increase safety while walking circuits were added to connect program elements throughout the park. A central seating space connects the playground to the splash pad allowing adult supervision and clear visibility to park features. Additional seating located throughout the park incorporates shade providing respite in

hot summer months. Picnic shelters of varying sizes border the east side of the park, creating a boundary between the road and park space.

Expansion and aesthetic enhancements were also made to the existing park including redirecting a portion of the existing waterway, framing the west side of the park, into a culvert. This allows the plaza space to connect to the concession stand and the hardscape area provides the City the opportunity to host community events within Tattan Park.

## Cost + Completion

\$350,000 (Design); \$3,500,000 (Construction) | 2014

## Client Reference

City of Westland  
Mayor William Wild,  
36601 Ford Rd.  
Westland, MI 48185  
734.467.3200

## OHM Key Staff

Mark Bockrath, PLA, ASLA  
Ashley Efaw  
Gary Sebach, AIA, LEED AP

## Key Services

Architecture  
Landscape Architecture  
Civil Engineering  
MEP Engineering  
Survey  
Stormwater Management





# Green Central Park

CITY OF GREEN

The concept for Green Central Park developed from the Green Vision Plan (2010) and the Massillon Road Corridor Plan (2011-2012), both completed by OHM Advisors. The new community park, nestled between the Central Administration Building, the Green Intermediate School, and the Retirement Residence of Green, is designed to create a cultural hub for the community and to fulfill a need for quality public space within the City.

For nine months, our team worked with a steering committee to develop a program for the proposed park. The steering committee process was instrumental in not only creating the park's amenity package, but also in building consensus throughout the community.

To better promote the park to the public, a video was created by our team to provide visual representation of the built park. The video helped coalesce the group and bind the community into supporting this transformational project.

The new park is a signature community destination, offering abundant amenities for residents and visitors to enjoy including:

- Market Place Pavilion for the farmers' market, other gatherings, and nearby reception space
- 4760 lineal feet of new trails
- Green Amphitheater for concerts, plays, movies, and community events
- Splash pad with multiple play zones to

attract all ages

- Sensory garden with raised tables
- Outdoor dry playground area
- Bull Dog Plaza - a gathering space for game day pep rallies, tailgating, and school events
- 'Green' lot - a flexible green space for community events, temporary stage set-up, and park signage.
- Centrally located vehicular drop-off and pick-up points
- Parking lot with rain gardens and a bioretention island to reduce runoff and aid in stormwater management
- Overflow parking that incorporates permeable pavers to assist in stormwater management

## Cost + Completion

Design: \$485,000; Construction: \$5,000,000 | 2016

## Client Reference

The City of Green  
Mike Elkins  
Superintendent  
330.896.4176

## OHM Key Staff

Mark Bockrath, PLA, ASLA  
Anne Herron, PLA  
Ashley Efaw  
Gary Sebach, AIA, LEED AP

## Key Services

Landscape Architecture  
Planning  
Architecture





# Veteran's Park

CITY OF DELAWARE

OHM Advisors led the design of a park that adds outdoor community gathering spaces, picnic shelters, a splash pad, all-inclusive playground equipment, a performance stage, restrooms, and concessions to an existing city soccer park in Delaware, Ohio.

Our team worked with City staff, and members of the community, to establish a dinosaur theme, which is evident in the playground, splash pad, and dinosaur footprints that are embedded throughout the central plaza and main circulation spaces.

These park additions, along with a recently opened YMCA facility, makes the existing park an exceptional amenity for the community.

## Cost + Completion

Design: \$145,000, Construction:  
\$1,533,000 | 2016

## Client Reference

City of Delaware  
Jackie Walker,  
Assistant City Manager  
1 South Sandusky Street  
Delaware, OH 43015  
740.203.1025

## OHM Key Staff

Mark Bockrath, PLA, ASLA  
Anne Herron, PLA  
Ashley Efaw  
Gary Sebach, AIA, LEED AP

## Key Services

Landscape Architecture  
Architecture  
Civil Engineering





# McGill Park

CITY OF CANAL WINCHESTER

2017, the City of Canal Winchester initiated a process with OHM to prepare a system-wide parks master plan to create and define a vision for its park system, and to develop an implementation strategy to achieve this vision. OHM worked closely with the City and the community through a series of working group meetings, stakeholder interviews, public meetings, and a survey to ensure the Plan's recommendations were informed and supported by park users.

Following the recommendations within the Plan for additional recreational amenities and park space within the community, OHM designed a Master Plan for a new 83-acre community park which is currently in Phase I implementation. The design pays homage to the site's agricultural heritage through the preservation of a farmhouse on the property while adding amenities including soccer fields, a baseball complex kayak/canoe launch, overlooks along a multi-use trail, outdoor amphitheater, dog park, tennis/pickleball courts, playgrounds, a new three-season pavilion, and multiple shelters.

## Cost + Completion

\$244,000 | Ongoing

## Client Reference

City of Canal Winchester  
Lucas Haire  
Development Director  
36 S. High Street  
Canal Winchester, OH 43110  
614.837.1894

## OHM Key Staff

Mark Bockrath, PLA, ASLA

## Key Services

Landscape Architecture  
Architecture  
Civil Engineering





# Northam Park

## Phase II Improvements

CITY OF UPPER ARLINGTON

The City of Upper Arlington's aging Northam Park was in need of upgrades to its existing facilities including Tremont Pool, the promenade, walkways, playgrounds, picnic areas, and improvements to the stormwater management.

OHM Advisors led a team that included Ballard\*King, POD, Water Technology Inc., and Aimpoint on Phase II Improvements to Northam Park, which included a new pool area featuring a zero entry/toddler pool, lap pool, diving boards, and a climbing wall with a concessions building and a pool building; park entryway enhancements and a Centennial History Walk; an all-inclusive nature play playground including a splash pad; and a reading garden with sculptures.

The main pool building accommodates office space, locker rooms, restrooms, and storage space. Major architectural features of the building include an entry patio with visibility to the promenade, hip roofs and a cupola, with a stone water table and board and batten siding covering the exterior facade.

The park entryway acknowledges the promenade and serves as a drop-off area for visitors. The site incorporates pedestrian amenities such as benches, low walls, and a centennial plaza for plaques and a potential gateway feature.

The nature-themed playground features meandering paths, a tree house play structure, and safety features. The reading garden

adjoins the existing library and features three white marble Alfred Tibor sculptures, as well as tables, benches, and a low wall for seating.

This project involved an extensive community outreach and engagement effort which included focus group sessions, meetings with local stakeholders, City Council updates/meetings, youth engagement, a telephonic survey of residents, and public open houses to build community buy in and support.

### Cost + Completion

\$740,000 (Design) | 2017

### Client Reference

City of Upper Arlington Parks and Recreation Department  
Alan D. McKnight,  
Capital Project Manager  
3600 Tremont Road  
Columbus, Ohio 43221  
614.583.5047

### OHM Key Staff

Mark Bockrath, PLA, ASLA  
Anne Herron, PLA  
Gary Sebach, AIA, LEED AP

### Key Services

Planning  
Landscape Architecture  
Architecture  
Civil Engineering  
Community Engagement







# Christmas Run Park Redesign

CITY OF WOOSTER

OHM Advisors assisted the City of Wooster with the redesign of Christmas Run, a large community park. The purpose of the project was to upgrade and re-imagine the aging park, and engage the community in the design and construction of the park in a grassroots community based approach. The 25 year old playground structure had deteriorated and did not meet current ADA and safety standards, prompting the City and the Wooster Kiwanis Club to upgrade the park.

Staying true to the spirit of the park, OHM Advisors led an engagement process to re-envision the park in a way that was driven by the ideas of the community, specifically the youth. Through a custom student workbook created by our team, students were engaged in sharing their ideas for the type of park, program elements, and theme of the new park. Over 1,000 student workbooks were completed by K-6 students.

The results of the workbooks created a road map for the design. The theme of the park is an active space with a variety of spaces and activities. The central organizing element is a large play structure surrounded by activity zones including rock walls, boulders, rope swings, zip lines, sensory play areas, and a tree house, all connected along a meandering path. Each of the park elements, as well as the overall theme, was based on the ideas of the more than 1,000 students who helped envision what this park space could be.

The project included specific elements to be constructed by the community. Citizens helped with the construction of the large tree house and completed landscaping in and around the park space.

By playing an active role in the design and construction, citizens became engaged in the project creating a sense of community pride and ownership in this important park that has served and created memories for generations of residents.

## Completion

2015

## Client Reference

City of Wooster  
Joel Montgomery,  
Director of Administration  
538 N. Market Street  
Wooster, OH 44691  
330.263.5200

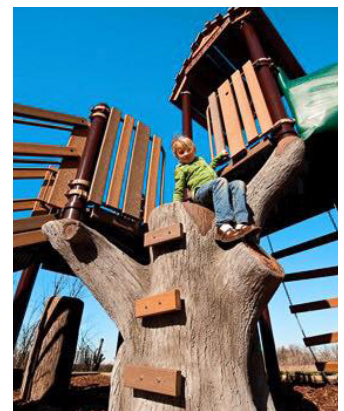
## OHM Key Staff

Mark Bockrath, PLA, ASLA

## Key Services

Planning  
Urban Design  
Community Engagement







# Reynoldsburg Civic Park

CITY OF REYNOLDSBURG

Building off recommendations related to park amenities and greenspace included in the City's recent update to their Comprehensive Plan led by OHM, our multi-disciplinary team worked with Reynoldsburg to develop a master plan and conceptual design for expanding Civic Park. The plan features extensive community recreational amenities in a blend of active and passive spaces and was carefully designed to align with a phased approach to implement improvements over time. When complete, the park will serve as a signature community and regional destination offering elements including an amphitheater, a great lawn for community events, shelter houses, a pavilion with public restrooms, a splash pad, multi-use paths, a nature playground, tennis/pickleball

courts, basketball courts, a dog park, a frisbee golf course, and a kayak/canoe launch.

## Completion

Ongoing

## Client Reference

City of Reynoldsburg  
Andrew Bowsher, Development Director  
7232 East Main Street  
Reynoldsburg, OH 43068  
614.322.6831

## OHM Key Staff

Mark Bockrath, PLA, ASLA

## Key Services

Planning  
Landscape Architecture  
Civil Engineering



# JFK Park

CITY OF REYNOLDSBURG

EMH&T was hired to perform engineering, landscape design, and planning work in preparation for the improvements to the community park (total of 26-acres) within the City of Reynoldsburg. The new playground complies with Americans with Disabilities Act regulations and is “inclusive”—meaning children of varying abilities will be able to use it. Plans include a playground with swings, elevated and ground-level features, and “surfacing designed for those with cognitive and physical limitations”. A new restroom/concession space was also included within the park improvements project.

## Completion

2019

## Client Reference

City of Reynoldsburg  
 Donna Bauman, Parks and Recreation  
 614.322.6800

## Key Services

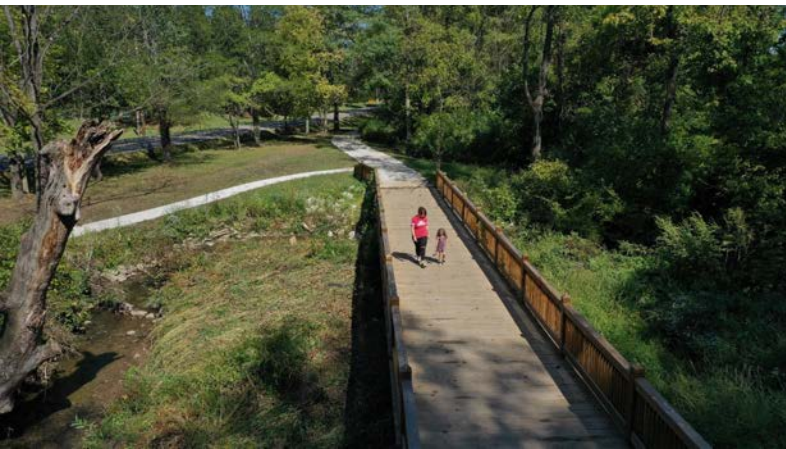
Planning and Landscape Architecture  
 Roadway Engineering  
 Traffic Engineering  
 Maintenance of Traffic  
 Utility Engineering  
 Environmental Permitting  
 Land Survey  
 Water Resources Engineering





# Big Walnut Trail Sections 4 & 8, and McKenna Creek Relocation

CITY OF GAHANNA



EMH&T provided an enhanced pedestrian connection in support of the Big Walnut Trail system, beginning at Knob Hill Drive, continuing along Cherry Bottom Road to US-62, and terminating at Lower McCorkle Park adjacent to Ridenour Road. During design, the path alignment was established to provide scenic views through existing City park property and align within a new conservation easement granted by Stony Brook United Methodist Church (UMC). The easement provided a critical link enabling the path to cross over the Big Walnut Creek, and connect to the Lower McCorkle Park system, and the City's municipal golf course. EMH&T met the project goals including 6,700 feet of shared-use path installation, construction of several multi-span structural solutions over McKenna Creek and the Big Walnut Creek, and a full wetland/stream restoration within the conservation easement at Stony Brook UMC.

Due to the proximity and crossing of waterways, EMH&T provided significant environmental services including a wetland delineation, mussel survey for the Big Walnut crossing, two Nationwide Permit applications, a Director's Authorization from the Ohio EPA, Categorical Exclusion documentation for the Clean Ohio Trails Fund, planting plan for the stream and wetland restoration, and assistance in public education and outreach efforts. The project also required a Conditional Letter of Map Revision (CLOMR) from FEMA for work occurring in the floodplain and floodway of Big Walnut Creek.

## Completion

2020

## Client Reference

City of Gahanna  
 John Moorehead, City Engineer  
 614.342.4000  
 Robert.jmoorehead@gahanna.gov

## Key Services

Planning and Landscape Architecture  
 Structural Engineering  
 Roadway Engineering  
 Traffic Engineering  
 Maintenance of Traffic  
 Utility Engineering  
 Environmental Permitting  
 Land Survey  
 Water Resources Engineering



# Downtown Connector Trail & South Main Street Trail Connection

CITY OF MOUNT VERNON

EMH&T provided engineering services to restore two, existing steel railroad bridge structures into pedestrian bridges and paths that were within an abandoned railroad corridor. We worked in partnership with the City of Mount Vernon and ODOT District 5 to deliver an extension of the Kokosing Gap shared-use trail for the community. This ODOT LPA project provided a key link connecting Memorial Park to the Heart of Ohio Trail. Due to the environmental limitations of the Kokosing River and Dry Run Creek, all of the work had to be completed “out of the water” to minimize impacts to the existing ecology. The design enabled the contractor to vertically “lift” the steel beams out of the river, provide the bolted splice modification, structurally repair the members, and re-install the steel beams. The project was completed ahead of schedule and enabled the City to pursue a second phase of the path improvements, South Main Street Trail Connection, which EMH&T designed in 2020.

For the South Main Street Trail Connection, EMH&T provided planning and engineering services to connect the Heart of Ohio Trail and the Kokosing Gap Trail through an underpass beneath the Kokosing Rail Bridge and the Main Street Bridge in downtown Mount Vernon. Based upon the initial feasibility study, the City selected a trail alternative and EMH&T provided survey, design, hydraulic analysis, and environmental services to complete the engineering plans. In conjunction with the design phase, EMH&T also to obtained ODOT environmental clearance, including a Level 1 Ecological Survey Report, mussel survey, floodplain coordination documentation, Section 4(f) temporary no use request, regulated materials review, public involvement, a Categorical Exclusion document, Nationwide Permit, and Ohio EPA Director’s Authorization.



## Completion

2015 & 2020

## Client Reference

City of Mount Vernon  
 Brian Ball, PE, City Engineer  
 740.393.9528  
[engineer@mountvernonohio.org](mailto:engineer@mountvernonohio.org)

## Key Services

Structural Engineering  
 Roadway Engineering  
 Traffic Engineering  
 Maintenance of Traffic  
 Utility Engineering  
 Environmental Permitting  
 Land Survey  
 Water Resources Engineering







## SECTION C

## PERSONNEL

# Overview

## ABOUT OUR TEAM + ROLES



OHM Advisors is a community advancement firm delivering award-winning work across the architecture, engineering, and planning spheres. Our multidisciplinary team provides a full range of services that are highly valuable to this corridor plan including innovative approaches to complete street design, land use planning, streetscape design, roadway design, traffic engineering, surveying, landscape architecture, green infrastructure, and community engagement.

**Role:** Urban Design \\ Landscape Architecture \\ Engineering \\ Funding + Financing

**Key Contact:** Mark Bockrath, Director of Planning and Urban Design  
**t** 614.474.1128 **e** mark.bockrath@ohm-advisors.com **w** ohm-advisors.com



EMH&T is licensed throughout the Midwest and Southeast, where hundreds of employees serve a wide variety of clients. Service offerings include planning and landscape architecture, transportation engineering, geographic information systems, environmental and cultural resources, construction services, infrastructure evaluation, urban design and railroad engineering. The EMH&T legacy is proudly defined by the original intent of Gordon Evans nearly a century ago: *dedication to the performance of quality services.*

**Role:** Site Grading and Drainage \\ Bridge Design \\ QA/QC

**Key Contact:** Ryan Andrews, PE  
**t** 614.775.4555 **e** randrews@emht.com **w** emht.com

## Key Staff Qualifications

**Education**

Bachelor of Science in  
Landscape Architecture, The  
Ohio State University, 2003

**Experience**

With OHM since 2013  
10 years prior experience

**Professional Registration**

Registered Landscape  
Architect: OH, 2007,  
#0701170

**Professional Affiliations**

American Society of  
Landscape Architects (ASLA)

**Mark Bockrath, PLA, ASLA**

Project Manager

A licensed Landscape Architect, Mark draws on two decades of design and construction experience to provide inherent value to projects and strategic direction and mentorship to OHM's Landscape Architecture and Urban Design Studio. He believes that great design is both useful and inspirational as it achieves a client's true goals. With this concept in mind, Mark weaves smart design practices with aesthetic artistry into a variety of projects including streetscapes, parks and recreational amenities, civic plazas, healthcare spaces, multifamily developments, entertainment and retail spaces, and multi-million-dollar architectural fountains.

Mark is a member of the American Society of Landscape Architects as well as the Ohio Chapter of the American Society of Landscape Architects. He also is involved with his alma mater, The Ohio State University, as a guest critic for student project reviews. Select experience includes:

**Northam Park Renovations Phase II, Upper Arlington, OH:** Project Manager;

Mark led a multidisciplinary team of architects, engineers, landscape architects, community engagement specialists, and aquatic facility designers to complete renovations to this community park. Phase II included a new pool area featuring a zero entry/toddler pool, lap pool, diving boards, and a climbing wall with a concessions building and a pool building; park entryway enhancements and a Centennial History Walk; an all-inclusive nature play playground; and a reading garden.

**Hilliard Station Park, Hilliard, OH**

Project Manager; Mark's responsibilities included construction documentation services, cost estimating, site design, furnishings, sub-consultant coordination, and landscape architecture for this \$4.5 million urban park project. Hilliard's Station Park is both a recreational hub for residents using the Heritage Rail Trail and a civic event space for programmed events, public meetings, and community gatherings. The project also includes an urban spray park and a multi-functional shelter and entertainment venue.

**Green Central Park, Green, OH**

Project Manager; Mark's responsibilities included construction documentation services, cost estimating, site design, furnishings, sub-consultant coordination, and landscape architecture for this \$5 million signature community park. Our team worked a steering committee for nine months to develop a program for the park and build buy-in and consensus. The new 10-acre park offers abundance abundant amenities for residents and visitors to enjoy including a multi-function community center, concessions operation, and amphitheater with a covered stage area, walking trails, farmers' market plaza, playgrounds, and a splash pad.

**Veteran's Park, City of Delaware, OH**

Project Manager; Mark's responsibilities included construction documentation services, cost estimating, site design, sub-consultant coordination, and landscape architecture for this park that features outdoor community gathering spaces, picnic shelters, a splash pad, all-inclusive playground equipment, a performance stage, restrooms, and concessions to an existing city soccer park.



## Key Staff Qualifications

**Education**

Bachelor of Science in  
Landscape Architecture, The  
Ohio State University, 2010,  
Magna Cum Laude

**Experience**

With OHM since 2014  
4 years prior experience

**Registration**

Professional Landscape  
Architect, OH, 2021,  
#2101551

**Professional Affiliations**

- SCASLA, Student Chapter of American Society of Landscape Architects, 2007-2010
- National Society of Collegiate Scholars, 2005-Present
- Sigma Lambda Alpha, Landscape Architecture National Honor Society, 2009

**Awards**

- Ohio Chapter ASLA Student Academic Achievement Honor Award, May 2010
- Production- "Live-Work" Urban Design: Milo-Grogan Project, June 2010 – October 2010

**Anne Herron, PLA**

Landscape Architecture

Anne has eight years of experience in planning and urban design including site development, schematic design, design development, construction documents, and construction administration. Anne's involvement as project coordinator involves day to day project coordination between client, consultants, and contractor, and conceptual master planning through construction documents creating renderings and graphics to illustrate conceptual ideas. Her project experience includes campus design, comprehensive park planning, and the integration of site, architecture, and urban design. Select experience includes:

**Northam Park Phase II, Upper Arlington, OH**

Project Coordinator; Assisted project manager in day to day project coordination between client, consultants, and contractor. Primary technical production designer from design development documents through construction documents and provided construction administration services. Phase II included a new pool area featuring a zero entry/toddler pool, lap pool, diving boards, and a climbing wall with a concessions building and a pool building; park entryway enhancements and a Centennial History Walk; an all-inclusive nature play playground; and a reading garden.

**Confluence Village Public Infrastructure Task 9, Gateway Improvements, Columbus, OH**

Urban Designer & Estimator - Conceptual improvement study for three important areas that serve as gateway points into the Confluence Village and Crew Stadium development. Proposed enhancements considered crosswalks, pavements, medians, landscaping/streetscapes, traffic signals, utilities, signage, lighting, and monument improvements. If constructed, these designs would enhance the arrival & departure experience to this recent development, the Arena District and Downtown Columbus.

**Piedmont Lake and Marina Master Plan, Muskingum Watershed Conservancy District, New Philadelphia, OH**

Project Coordinator; Assisted project manager in day to day project coordination between client, consultants, and contractor. Primary designer from conceptual master planning through construction documents.

**Norwich Township Pavilion, Hilliard, OH**

Project Coordinator; Assisted project manager in day to day project coordination between client, consultants, and contractor. Primary designer from conceptual design through construction documents.

**University Drive Streetscape, Auburn Hills, MI**

Designer: The improvements focused on announcing Oakland University at the interchange while co-branding the Corridor to enhance the approach to the University. Streetscape and landscape design consists of street trees, ornamental grasses and stone columns, which create a pattern along the Corridor.



**Education**  
Bachelor of Science in  
Landscape Architecture, The  
Ohio State University, 2014

**Experience**  
With OHM since 2013  
All experience with OHM

## Ashley Efaw

Landscape Architecture

Ashley's wide range of project experience has helped her gain a unique perspective in solving complex problems with multiple design solutions at various stages of project development. Her responsibilities include graphics and renderings for projects with visual presentation requirements, schematic design, design development, construction documents and general project management. Ashley is passionate about using landscape to shape communities, parks, and site areas into living working, and inviting spaces. Select experience includes:

### **Spray & Play at Veterans Park, Delaware, OH**

Urban Designer; Responsible for site design, materials selection, and construction documents for this park that adds outdoor community gathering spaces, picnic shelters, splash pad, all-inclusive playground equipment, performance stage, restrooms, and concessions to an existing city soccer park. These park additions, along with a recently opened YMCA facility, make the existing park an exceptional amenity for the community.

### **Hilliard's Station Park, Hilliard, OH**

Urban Designer; Provided design assistance, graphic displays, and a 3D model for this site. The project will include an urban spray park (+/- 10,000 sq. ft.) and a multi-functional shelter, entertainment venue, and Heritage Trail trailhead.

### **Green Central Park, Green, OH**

Urban Designer; Assisted in conceptual, schematic, and design development phases of this \$5 million, multi-faceted park, while providing graphic displays. These displays included plans, a large 3d model, and a video tour of the site. For nine months, our team worked with a steering committee to develop a program for the proposed park. The new park will be a signature community destination, offering abundant amenities for residents and visitors to enjoy including a multi-function community center, concessions operation, amphitheater with a covered stage area, walking trails, farmers' market plaza, playgrounds, and a splash pad.

### **Farmer's Market & Tattan Park Improvements, Westland, MI**

Urban Designer; Created graphic displays and detailed 3d model of a park shelter for Westland's Farmer's Market and Tattan Park Improvements; elements that are part of the larger Central City Parkway Corridor Master Plan. Improvements to the existing components include relocating and expanding major program elements including playgrounds and the splash pad, improving circulation through establishing defined entry points and increasing connectivity throughout the site, additional seating structures and shelters throughout the park, and hardscape improvements that give the City the opportunity to host community events within Tattan Park.

## Key Staff Qualifications

**Education**

- Master of Architecture, The Ohio State University, 1992
- Bachelor of Science in Architecture, The Ohio State University, 1989, Cum Laude
- Associate of Applied Science in Architecture and Building Construction, Muskingum Technical College, 1983

**Experience**

With OHM since 1993  
10 years prior experience

**Professional Registration**

Professional Architect:

- OH, 1994, #9410628
- AL, 2019, #7063
- KY, 2008, #6573
- MI, 2010, #1301056922
- PA, #406155
- FL, 2008, #94906

**Professional Certification**

- LEED Accredited Professional, 2006
- NCARB #59418

**Professional Affiliations**

- American Institute of Architects (AIA)
- AIA Columbus, Board Member, 2007-2008
- Former Board Member & Co-Chairman of CANstruction, 2005-2006
- Architecture and Construction Management program advisor at Eastland Fairfield Career Center Technical School
- Volunteer for Columbus Homeless Families Foundation

**Gary Sebach, AIA, LEED AP**

Architecture

Gary is a LEED accredited professional with 30 years of design and project management experience. He has developed expert-level experience in many project types including large corporate office facilities, municipal facilities, educational facilities, and several other types of projects. Gary is an experienced architect in new construction, renovation, programming, space planning, and project budgeting. Gary understands that proper project planning and quality control is just as important to the overall success of the project as the final design is. Gary is certified by the National Council of Architectural Registration Boards (NCARB).

Gary leads most of the architectural design efforts with a high degree of talent in conceptualizing, programming, and design for simple and complex projects. As a designer, he identifies the goals and priorities for the project through interactive discussions with his client. Each project is tailored specifically to the clients' goals, is complimentary to the surrounding environment, and exemplifies the vision desired by the clients. Select experience includes:

**Green Central Park, Green, OH**

Oversight of Design for park structures that includes concessions, storage, and maintenance building, north and south park entrances, a farmers market arbor, a multi-purpose building with restrooms, serving kitchen, and outdoor spaces, and an outdoor performance stage.

**Veteran's Park, Delaware, OH**

Design and project management for an 1800 sf pavilion to service a spray park, playground, picnic area, and public plaza for the City of Delaware. Services included the development of the program for the building, collaboration with the site design team, preparing multiple concept designs, and estimating construction costs and schedule. The pavilion was designed to mimic the organic forms and materials found in nature. The program includes a pump room plus utilities and storage, restrooms, concession area and kitchen.

**Northam Park Phase II Renovations, Upper Arlington, OH**

Design Oversight for the renovation of this community park which included a new pool area featuring a zero entry/toddler pool, lap pool, diving boards, and a climbing wall with a concessions building and a pool building; park entryway enhancements and a Centennial History Walk; an all-inclusive nature play playground; and a reading garden. Extensive coordination with local stakeholders, the community, and City Council helped build community buy-in and support for the design.

**Hilliard's Station Park, Hilliard, OH**

Architectural Design Lead; provided the schematic building design, programming, and budget guidance for a multi-purpose venue and public restrooms. The design was inspired by an old train station depot that was located in the center of town, which has since been torn down.



### Sean Gillilan, PE, LEED AP

Civil Engineering

Sean has 21 years of experience in site-civil, land development and infrastructure engineering projects with varying complexity and scale. Over the past several years, Sean's focus has been mainly urban redevelopment projects with associated infrastructure improvements.

Sean has acted in the role of senior project manager on a variety of land development and infrastructure projects over the past several years. He has assisted owners with tasks such as site master infrastructure planning, due diligence, budgeting, design, construction documents, construction administration, value engineering, entitlements, and operational design criteria consulting. Select experience includes:

#### Education

Bachelor of Science in Civil Engineering, The Ohio State University

#### Experience

With OHM since 2017  
19 years of prior experience

#### Professional Registration

Professional Engineer:  
• OH E-69119

#### Professional Certification

• LEED Accredited Professional

### Hilliard's Station Park, Hilliard, OH\*

Civil Project Manager for the development of a downtown parks system in old town Hilliard, Ohio. As a part of master planning in the early 2000's, the City of Hilliard identified the old downtown district as being in need of revitalization. The services completed for this park involved utility planning, storm water planning, construction documents, ADA access studies, permitting, and construction administration.

*\*Work completed prior to joining OHM Advisors.*



### Sean Oatman, PE

Transportation Engineering

Sean has over 7 years of transportation engineering design experience and his specialties include roadway, roundabout, bikeway, and complete street geometric design, construction plan preparation, and construction cost estimating. Sean is the engineering task lead on many transportation projects and excels at leading the design team to deliver projects on time and on budget. Select experience includes:

### Confluence Village Public Infrastructure, City of Columbus, OH

Project Engineer leading the roadway design of 2,000' of new roadway to support the development of the new Columbus Crew Stadium and adjacent development in the Downtown area. Responsibilities include roadway geometric design, coordination of drainage, MOT, traffic, water, power, lighting and landscape design, and QA/QC of project deliverables. Sean is the point of contact for all sub-consultants and City personnel for design related comments and questions.

### Cleveland Avenue Shared Use Path, Columbus, OH

Design lead of pedestrian facilities at the intersection of Cleveland Avenue and Community Park Drive in northeast Columbus. Project improvements connect the gap between existing pedestrian facilities while also addressing the drainage issues in project area.

#### Education

Bachelor of Science in Civil Engineering, The Ohio State University, 2013

#### Experience

With OHM since 2012

#### Professional Registration

Professional Engineer, OH, 2017, #82939



## Key Staff Qualifications

**Education**

- Associate of Applied Science in Drafting Technology, University of Akron, 1988
- Associated of Applied Science in Mechanical Technology, University of Akron, 1988

**Experience**

With OHM since 2015  
27 years prior experience

**Certifications**

Certified Professional in  
Erosion and Sediment  
Control (CPESC)

**James Sickels, CPESC**

Funding + Financing

James Sickels has over 32 years of experience which began with the designing and drafting of dozens of residential subdivisions, municipal infrastructure projects, and commercial sites from concept to construction. James oversees, coordinates, and manages Community Representatives and office personnel which serve 11 northeast Ohio Communities. James and these Representatives prioritize and coordinate all types of community issues and projects to minimize the cost to the community by working to acquire Grants and other funding to finance these projects. Through his efforts, he has saved the communities that he serves over \$60 million. Currently, James serves as the Municipal Representative for the Village of Newburgh Heights and the City of Garfield Heights. Select experience includes:

**Brow Avenue Green Infrastructure, Newburgh Heights, OH**

Senior Project Coordinator; A dilapidated apartment building was demolished and a park containing a bio-retention area and other “green improvements” was designed and constructed in its place. This \$140K project was completed nearly entirely through grant money. Funding was obtained through the NEORSD Green Infrastructure Grant program and was used to remove approximately 23,236 sf of impervious surface and created stormwater control measures to manage approximately 77,654 sf of drainage area.

**East 44th Street Reconstruction, Newburgh Heights, OH**

Senior Project Coordinator; This project involves the removal and replacement of concrete pavement and catch basins along E 44th Street. This project was paid for through a \$150K grant. James was responsible for project coordination and acquiring grant funding.

**Hemlock Creek Watershed Utility Improvement, Seven Hills, OH**

Senior Project Coordinator; James successfully acquired \$2.44M in grant money for a \$10M project to install sanitary sewers for 300 homes currently on failing septic systems. This project is currently under construction.

**Multi-Street Reconstruction & Waterline Replacements Phase III & IV, Garfield Heights, OH**

Senior Project Coordinator; James acquired \$3.1M (Phase 4) and \$3.2M (Phase 3) in funding for watermain and resurfacing (roadway) replacement at no cost to the community. These multi-phased projects encompass replacement of existing water mains that had a history of high breakages. The second component of these projects includes asphalt resurfacing/overlay on all streets with full- and partial-depth repairs. These projects have occurred on an annual basis since 2015. Phase IV plans were completed in 2018 and construction will be in 2019. Total Phase IV project length is 10,500 LF.





### Ryan Andrews, PE

Site/Civil Engineering



Ryan provides capital improvement planning and execution for a myriad of communities, including the City of Reynoldsburg. His experience working directly with municipal staff and community leaders as an engineering representative provides him with a keen understanding of government operations and thorough analytical skills necessary to support capital improvement projects. Select experience includes:

#### Education

- MBA, Mississippi State University, 2004
- Education: BS, Civil Engineering, Cum Laude, The Ohio State University, 2001

#### Experience

With EMH&T since 2006

#### Professional Registration

Professional Engineer:  
OH-70263

- JFK Park Improvements, Reynoldsburg, OH
- Pine Quarry Park, Reynoldsburg, OH
- Beulah Park, Grove City, OH
- Whitehall Community Park Master Plan and YMCA, Whitehall, OH
- Orders Road Trail, Grove City, OH
- Town Center/Windsor Park Trail, Grove City, OH
- Breck Park Sanitary/Restroom Improvements, Grove City, OH
- Gantz Park, Grove City, OH
- Davidson Drive Reconstruction, Reynoldsburg, OH
- East Main Street Improvements, Phase 1 & 2, Reynoldsburg, OH
- Palmer Road Reconstruction, Reynoldsburg, OH
- Baldwin Road Reconstruction, Reynoldsburg, OH



### Nick Mill, PE

Site/Civil Engineering



Nick works as part of the EMH&T Public Works Division, a team that serves as Contract City Engineer for five municipalities in Ohio, including the City of Reynoldsburg. This experience allows him to understand projects from a client's point of view. He can advise the Reynoldsburg Parks & Recreation on project components such as public involvement, funding agency coordination, regulatory issues, bidding assistance, and will review field data and existing conditions within the site to ensure that the planned improvements achieve all of the Parks project goals. Select experience includes:

#### Education

BS, Civil Engineering, The Ohio State University, 2009

#### Experience

With EMH&T since 2018

#### Professional Registration

Professional Engineer:  
OH-72373

- JFK Park Improvements, Reynoldsburg, OH
- Pine Quarry Park, Reynoldsburg, OH
- Beulah Park, Grove City, OH
- Dog Park, Whitehall, OH
- Babbert Way Pickle Ball Courts, Grove City, OH
- Davidson Drive Reconstruction, Reynoldsburg, OH
- East Main Street Improvements, Phase 1 & 2, Reynoldsburg, OH
- Palmer Road Reconstruction, Reynoldsburg, OH
- Baldwin Road Reconstruction, Reynoldsburg, OH

## Key Staff Qualifications



**Education**  
BS, Landscape Architecture,  
The Ohio State University, 1996

**Experience**  
With EMH&T since 2003

**Professional Registration**  
Registered Landscape  
Architect: OH-937; NY-2584;  
IN-LA21600018; SC-1378;  
NC-1974

**Certifications**  
LEED Accredited  
Professional

### Franco Manno, PLA, ASLA, LEED AP

QA/QC



Franco is a landscape architect with 24 years of experience. He will work early in the life of this project to develop program requirements and to understand the goals. He has substantial design and technical knowledge with experience spanning all project phases for landscape architecture projects—from early concept generation and design development, through construction documentation, and administration. He combines his technical knowledge with design focus to deliver beautiful and functional outdoor spaces for a wide range of project types including parks and recreation, transportation, and educational institutions. Select experience includes:

- JFK Park Improvements, Reynoldsburg, OH
- Pine Quarry Park, Reynoldsburg, OH
- Big Walnut Park, Gahanna, OH
- Owen's Place, Beavercreek, OH
- Ulry-Warner Park, Columbus, OH
- Wyman Woods Park, Grandview Heights, OH
- Whitehall Community Park Master Plan and YMCA, Whitehall, OH
- Henceroth Neighborhood Park, Grove City, OH
- Alum Creek-Sharon Woods Connector Trail, Westerville, OH



**Education**  
BS, Civil Engineering, The  
Ohio State University, 2009

**Experience**  
With EMH&T since 2003

**Professional Registration**  
Professional Engineer:  
OH-72373

### Miles Hebert, PE, CFM, LEED Green Associate

Stormwater Management/Stream Restoration



Miles is the Director of the Water Resources Division with 33 years of expertise in hydrologic and hydraulic computer models and their applications to floodplain and stormwater management analysis and flood hazard identification, as well as ecosystem restoration projects. Miles provides comprehensive floodplain management services to a variety of local and state-wide clients. He oversees the preparation of the floodplain modeling and mapping, and preparation of other supporting documentation necessary to gain both local and FEMA approval related to floodplain and floodway encroachment activities. He also oversees large-scale flood hazard restudies for various communities and supports their public outreach and education programs to make residents more aware of National Flood Insurance Program (NFIP) requirements. Miles oversees the process of assessing wetland source hydrology, wetland embankment and outlet structure design to optimize the restored wetland acreage, and produces all related technical documentation. Select experience includes:

- Beulah Park, Grove City, OH
- Big Walnut Creek Trail & McKenna Creek Restoration, Gahanna, OH
- Worthington Hills Bikeway Bridge Floodplain and Floodway Impact Studies, Columbus, OH
- Walnut Woods Metro Park, Franklin County, OH
- Blacklick Creek Stream Stabilization, Reynoldsburg and Pickerington, OH



### Christy Pirkle, MS

Environmental Permitting



#### Education

- MS, Environmental Science, Specialization: Wetland Ecology, The Ohio State University, 2001
- BS, Biology, Florida State University, 1998

#### Experience

With EMH&T since 2001

#### Professional Memberships

- Society of Wetland Scientists (SWS)
- Women's Transportation Seminar (WTS)

Christy has 19 years of field experience providing permitting for public infrastructure projects and administering the National Environmental Policy Act (NEPA) compliance. She is fully versed in the necessary ecological surveys and waterway permitting sequences that are required for NEPA compliance and documentation. In addition, Christy leads public involvement activities, wetland and stream delineations, wetland and stream habitat evaluations, Section 404 and 401 permitting, and wetland and stream mitigation and monitoring. In addition, Christy leads public involvement activities, wetland and stream delineations, wetland and stream habitat evaluations, Section 404 and 401 permitting, and wetland and stream mitigation and monitoring. Christy utilizes 15 other environmental and cultural resources professionals in her department to execute NEPA services in all ODOT environmental prequalification categories. Select experience includes:

- Beulah Park, Grove City, OH
- Scioto Grove Metro Park, Franklin County, OH
- Ulry-Warner Park, Columbus, OH
- Pleasant Valley Quarry Habitat Restoration, Columbus/Franklin County Metro Parks
- Cumberland Trails Golf Course, Etna Township/Licking County, OH



### Craig Schrader, PE, MS

Structural Engineering



#### Education

BS, Civil Engineering, The Ohio State University, 2009

#### Experience

With EMH&T since 2003

#### Professional Registration

Professional Engineer:  
OH-72373

Craig has extensive expertise in structural design, as well as the creation of detailed CAD drawings and development of construction/life-cycle cost estimates for all structural design features. His extended expertise spans all types of bridges, hydraulic modeling, load rating, and railroad track design. He has designed reinforced concrete footings (spread and pile/drilled shaft supported), piers (cap and column, hammerhead, post-tensioned straddle bent), abutments (stub, integral, and semi-integral), cantilever retaining walls, bridge decks, railroad impact barriers, and moment slabs. Craig provides hydraulic modeling for bridges/culverts crossing waterways, scupper/spread designs, and closed pipe analysis for bridge deck drainage. Craig is experienced with performing condition assessments of existing structures, and designing remediation to address deficiencies. Select experience includes:

- Beulah Park, Grove City, OH
- Big Walnut Trail, Gahanna, OH
- Whitehall Community Park Stream Restoration
- Downtown Connector Trail, Mount Vernon, OH
- Touby Run South Park Regional Detention Basin, Mansfield, OH
- Columbus Road Bridge over Deer Creek, Madison County, OH
- Babbert Way Pickle Ball Courts, Grove City, OH
- Marsh Run Restoration at Gantz Park, Grove City, OH



# COMMITTED TO SERVING YOU.





ARCHITECTS. ENGINEERS. PLANNERS.

September 17<sup>th</sup>, 2021

Mayor Joe Begeny  
City of Reynoldsburg  
36 S. High Street  
Reynoldsburg, OH 43110

Re: Civic Park – Phase 1

Dear Mayor Begeny,

Thank you for the opportunity to continue to work with you and the Reynoldsburg community. We are pleased to submit this proposal to provide professional design services for the referenced project. This proposal outlines our proposed scope of services, schedule, fees, and “Standard Terms and Conditions”. OHM will work closely with the City to perform the following scope of work.

### PROJECT UNDERSTANDING & ASSUMPTIONS

The following assumptions have been made in preparing the proposed approach. These assumptions not only shape the approach, but also the timeline and proposed cost.

1. The OHM Team will be led by Mark Bockrath (Senior Project Manager / Landscape Architect) with oversight by Aaron Domini (Principal in Charge) and will include engineering input from EMH&T as needed to complete the documentation.
2. OHM will team with EMH&T for the site survey and the underground utilities. EMH&T will also perform utility master planning for stormwater, wastewater, water service, and electric.
3. The Client, The City of Reynoldsburg, will be led by Donna Bauman or an appointed staff member or representative.
4. Minor revisions to the masterplan are required. OHM will perform necessary community engagement with stakeholder group. The engagement will guide the masterplan revisions, thus the revised plan will serve as the ‘basis of design’ for the project, and the phase 1 improvements.
5. The project area is Civic Park as defined in the latest Master Plan dated 10/14/2020. The area includes the entry drive and traffic circle, multi-use path, dog park and associated parking lot. This Master Plan will serve as the starting point for this project.
6. A topographical survey will be performed by EMH&T to collect necessary utility information, topography and existing site features. This service is included in this proposal.
7. Since this is a Capital Improvement Project for a City park, we do not anticipate preparing a Development Plan for zoning approvals nor a Plot Grade Utility review.
8. OHM Advisors will be the prime design consultant and will provide the professional services of:
  - Landscape Architecture
  - Civil Engineering (roadway)



9. Professional services provided by sub-consultants of OHM. These services are included in the overall design fee:
  - Geotechnical Investigation
  - Site Electrical Engineering
  - Underground utility planning and utility engineering
10. Project delivery method: Design, Bid, Build. (General Contractor)
11. Design team meetings will be held at the Client's office or at OHM's office.

### SCOPE OF WORK

OHM Advisors will work with the City to complete the following scope of work. The final deliverable will be construction documents for bidding and ultimately construction of the design.

#### Task 1 – Topographical Survey & Geotechnical Investigation

- ▶ A site survey is required to create a digital site base with correct utility information, existing structures, and topography. The survey work will include existing spot elevations, contours, pavements edges, utilities, structure locations, creek cross sections etc. The OHM team will develop a site base map from the EMH&T field survey.
- ▶ EMH&T will perform topographic survey for the entire Civic Park site with the exception of areas that are covered by dense vegetation or below the observed water elevation of the stream. Future survey efforts will be necessary to characterize the bridge improvement and other improvements near the banks of Blacklick Creek. It is more appropriate to gather that data closer to the time those improvements will occur.
- ▶ A geotechnical investigation will be completed to analyze existing soil conditions and provide a report with recommendations for roadway pavement buildup section. We anticipate 10 foot borings on average every 500 feet along proposed roadways and parking lots.

##### Task 1 Deliverables:

- Topographical Survey in AutoCAD format
- Geotechnical Investigation Report in PDF format
- Site Base Map with existing improvement

#### Task 2 – Community Engagement & Masterplan Revisions

OHM will conduct a series of community engagement activities as part of this scope. The goal of the engagement is to refine the existing park master plan, not redesign the park concept. Targeted engagement sessions will be conducted with the following groups. Note no larger community open house or meeting is planned as part of this scope.

- Frisbee golf (1 meeting, 1 field visit)
- Cricket (1 meeting, 1 field visit with city staff)

- Fields sports/youth sports (1 meeting).

If additional engagement is needed our team stands ready and is committed to integrating them into the process if needed. Assistance from Reynoldsburg is required to identify groups and contact information necessary for meetings.

Task 2 Deliverables:

- Virtual or in-person meetings as noted above
- Recommendations and needs report to address engagement results
- Revised masterplan to address engagement results
- Meeting with City of Reynoldsburg to present revised masterplan

**Task 3 – Design Development for Entire Project**

- The OHM team will utilize the revised Master Plan as the ‘basis of design’ and begin creating the Design Development package (30% drawings). The Design package shall illustrate and describe the refinement of the scope, relationships, forms, sizes, quantities, finishes, and appearance by means of plans including specifications that identify major materials and systems. To support the Design Development package, a cost estimate will also be produced for the phase 1 scope of work for the City to review to ensure that the phase 1 is on budget. A written approval of the Design Development package and phase 1 cost estimate must be secured prior to the start of the construction documentation and bid package. The 30% drawings shall show essential information which shall include but not be limited to such information as:
  - Demolition Plans
  - Layout and Material Plans to include all park amenities
  - Preliminary Utility Plans (Basic locations and distances)
  - Preliminary Grading/Drainage Plans (Stormwater Master Plan)
  - Preliminary Site Lighting/Electrical Plans
  - Planting/Seeding Plans
- Up to two (2) one-hour design meetings with the City for coordination purposes as a part of this task.
- Review roadway layouts, turning radius, turning movements, roadway speeds, etc.
- Conduct a preliminary floodplain and floodway review and make recommendations with respect to proposed structure locations and determine permitting needs for the project’s various phases of work
- The phase 1 improvement project will contain improvements that align with the anticipated project budget of 1 million dollars. If the budget increases, the professional fees will have to be evaluated to cover additional project scope
- Utility Planning (EMH&T):
  - Obtain existing plan information for Civic Park from the City of Reynoldsburg and conduct a thorough review of existing site conditions. We will also coordinate a site visit to review existing conditions.

- Coordinate a meeting with OHM and the City to verify all potential water, sewer, and power demands for the site. Items such as irrigation and festival power services create a significant load on the water and electric services, respectively. These and other similar items need to be understood in order to ensure that initial services are sized appropriately for the fully built condition of the park.
- Perform a water service sizing analysis using hydraulic modeling software. This will require us to obtain a hydrant flow test near the park entrance on Daugherty Drive. EMH&T will perform the flow test under the supervision of the City's Water / Wastewater Department.
- Evaluate the restroom locations proposed in the concept plan to determine the most feasible way to provide sanitary service to these facilities. We will evaluate both gravity and pump station options for the restroom facility sites and make a recommendation on the preferred approach towards servicing the site.
- Based on the power loads determined during the coordination meeting with the City, identify power conduit sizing and routing to serve the future facilities. Since there are several facilities on site that currently have electrical service, we will review those and determine whether the new facilities will require a separate / new service.
- Overlay existing and proposed utility alignments on the OHM overall project plan exhibit.

#### ▼ Stormwater Master Planning (EMH&T)

- Delineate tributary areas based on the best available topographic data.
- Estimate the volume of stormwater runoff under existing and proposed conditions, and determine the critical storm event for the purpose of calculating the required stormwater detention storage volume associated with the various proposed park improvements.
- Estimate detention storage volume and use this information to evaluate where the detention storage should be placed within the park planning area.
- Estimate the post-construction water quality volume that needs to be accounted for in each of the proposed stormwater detention basins.
- Provide recommendations for the use of green infrastructure (e.g., permeable pavement, rain gardens) to provide the required water quality volume and possibly reduce the amount of detention storage volume otherwise required.
- Provide a preliminary layout of storm sewer improvements and stormwater management features based on the most current park planning exhibit.
- Provide a summary engineering report documenting the stormwater master plan and



providing exhibits showing locations of proposed stormwater management features.

- Overlay and delineate the 100-year floodplain and regulatory floodway shown on the published Flood Insurance Rate Map (FIRM), for Blacklick Creek adjacent to the park project area. We will also delineate the published 100-year flood elevations on the exhibit. We will delineate the same flood hazard information based on unpublished mapping associated with FEMA's Upper Scioto Watershed study. This mapping is available on-line, but is not yet considered published flood hazard information.
- Provide general guidance regarding compliance with the City's adopted Flood Damage Prevention ordinance, relative to proposed park improvements. EMH&T does not have the floodplain model for Blacklick Creek and cannot perform a detailed evaluation of proposed floodway and floodplain encroachments attributed to fill and structures, unless a new floodplain model is created or the City obtains the model associated with FEMA's aforementioned Upper Scioto River watershed study.
- Evaluate proposed park grading in the 100-year floodplain and regulatory floodway to determine a balance between excavation and fill, as a surrogate for determining a potential no-rise condition.
- Evaluate proposed buildings within the 100-year floodplain to determine required flood protection measures to be compliant with the City's ordinance.
- Include a summary of the preliminary flood hazard evaluation as part of the Stormwater Master Plan report.

Task 3 Deliverables:

- 2 Meetings with Client Team
- Design Development Package Drawings (30% Plans and Specifications)
- Project Scope and Cost Estimate for phase 1

**Task 4: Final Engineering / Construction Documentation (Bid Set)**

- ▼ The OHM Team shall utilize the final approved Design Development Package and then prepare working drawings and bid documents for Phase 1 that establish in detail the requirements for and quality level of materials and systems required for construction of the Project. The drawings shall show essential information which shall include but not be limited to such information as:
  - Cover Sheet
  - General Notes
  - Demolition Plans
  - Erosion Control Details and Notes
  - Layout and Material Plans

- Roadway plans and details
  - Stripping and signage plans
  - Dog Park Plans and Details
  - Utility Plans / conduits for future improvements
  - Detailed grading / drainage plans
  - swppp plans and details
  - Detailed site lighting / electrical plans / conduits for future improvements
  - Planting / seeding plans
  - Specifications
  - Sections, elevations, details, and any other documentation necessary to define the intended design.
- Detailed plans for the water service from the existing or proposed tap in Daugherty Drive to the dog park site.
  - Street and parking lot lighting plans will be developed for the Phase 1 roadway and lot
  - Final design calculations for storm sewer improvements within the Phase 1 area, and provide engineering plans showing the alignment and profile of storm sewers, and inlet locations, within this area. We understand the outlet for this storm sewer system will be to the existing drainage swale that runs through the site.
  - Layout and grading of required stormwater management features within the Phase 1 area; for the purpose of this proposal, we have assumed this will be a single detention basin for both peak flow rate reduction and post-construction water quality. We will provide a detailed stormwater management plan report to document compliance with the City's Stormwater Design Manual and related codified ordinance, specific to the Phase 1 project area.
  - If green infrastructure is chosen by the City to be a component of the stormwater management plan for Phase 1, then we will provide the layout, grading and provide construction details and specifications for these features. The nature and extent of any proposed green infrastructure is uncertain, so we may need to re-visit the scope of services and fee proposal to account for the required effort to design the green infrastructure selected by the City.
  - Erosion and sediment control plan with notes, details, and specifications pertaining to construction phase water quality best management practices.
  - Detailed evaluation of the proposed grading plan to determine there is no more volume of fill than excavation placed in the 100-year floodplain and regulatory floodway, as a surrogate for performing floodplain modeling to determine a no-rise condition. If the City requires the floodplain modeling, then we will need to provide a separate scope of services and determine whether this modeling will be based on FEMA's new unpublished study.
  - Document the flood hazard impact study in the stormwater management plan report and also complete a Special Flood Hazard Area Development permit application for the City's review and approval.
  - SWPPP Manual for use by the City and the selected contractor to perform and document construction phase stormwater management, including providing a document identifying the long-term inspection and maintenance of post- construction Stormwater Control Practices (SCP). The SWPPP manual will consist of information collected from the project's engineering plan, local governing approved erosion control plan, post-construction storm water management plan, inspection documentation, and Ohio EPA and Army Corps of Engineers permit applications. The SWPPP will





also include an appendix consisting of the post-construction SCP inspection and maintenance (I&M) plan providing guidance regarding proper inspection and maintenance of the post-construction SCPs and associated reporting requirements, meeting local and state criteria. The I&M manual shall be prepared for the permittee to provide to the post-construction operator prior to the completion of construction activities and prior to the submittal of the Ohio EPA Notice of Termination (NOT) application. The I&M Plan shall be comprised of the following components:

- Designate the entity responsible for the inspection and maintenance of the post- construction SCP's.
- Provide a schedule of inspection frequency.
- Identify maintenance action items.
- Identify any necessary legal binding maintenance easements and agreements.
- Include details of the post-construction SCP's.
- Include a site map identifying the location of the SCP's and access and maintenance easements.
- ▼ NPDES general permit Notice of Intent application (NOI) for the Ohio EPA for earth disturbing activities. The NOI will be prepared using the eBusiness Center website provided by the Ohio EPA. The City shall be responsible for accessing the eBusiness center website and completing the application process, including paying the required fee.

#### Task 3 Deliverables:

- 60% and 90% Construction Documents and Cost Estimate Review Meetings
- Plan submittals to the City of Reynoldsburg for approvals. Up to two (2) submittals are included in our base scope of services. Additional review cycles, if required, shall be billed on an hourly basis.
- 100% Construction Documents and Specifications
- Final Cost Estimate

#### Task 5: Bidding

- ▼ OHM will provide bid documents and assist in preparing bid book (front end and specifications).
- ▼ Attend one pre-bid meeting.
- ▼ Respond to Requests for Information received during bidding and prepare clarification documents.
- ▼ Attend one meeting to open bids
- ▼ Provide bid tabulation to the client.
- ▼ Provide Letter of Recommendation for qualified low bidder.

#### Task 6: Construction Administration (*Additional services IF AUTHORIZED*)

- ▼ Submittals/RFIs
  - Review Contractor's submittals.
  - Review Shop Drawings and other submittals related to the work.
  - Review and respond to Requests for Information about the Contract Documents.
- ▼ Construction Progress Meetings/Site Observation



- Site visits as required to observe construction and provide assistance/issue any necessary clarifications/interpretations. This proposal includes up to twelve (12) site visits. Any additional visits will be billed on an hourly rate.
  - Full time observation during the installation of underground utilities for verification of plans and development of as-builts.
  - Review Contractor Payment Applications.
- ▼ Project Completion
- Perform a site walk-through and prepare and distribute a punch list regarding items incomplete or incorrect as they relate to the contract documents.
  - One (1) final site visit is anticipated to check conformance and complete a back punch to verify the facility is acceptable for owner occupancy.
- ▼ Assumptions
- The contractor will be responsible for supervision of his crews, safety precautions, responsibility for means, methods, techniques, sequences or procedures of contractor(s), or for contractor(s) failure to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their work.
  - Construction material testing and coordination is not included in this proposal.

### ANTICIPATED SCHEDULE

|                                                                                  |                          |
|----------------------------------------------------------------------------------|--------------------------|
| Task 1: Topographical Survey and Geotechnical Investigation                      | November – December 2021 |
| Task 2: Community Engagement & Masterplan Revisions                              | November - December 2022 |
| Task 3: Design Development for Entire Project                                    | January - February 2022  |
| Task 4: Final Engineering / Construction Documentation for Phase 1               | March – April            |
| Task 5: Bidding for Phase 1                                                      | May - June               |
| Task 6: Construction Administration ( <i>Additional Services IF AUTHORIZED</i> ) | TBD                      |

\* *Subject to reasonable reviews.*



### FEES AND REIMBURSABLE EXPENSES

We propose to complete the above scope of services for the fees below plus direct project expenses for printing, mileage, courier, photos, etc. All fees are to be completed as a lump sum not to exceed.

|                                                                                  |                      |
|----------------------------------------------------------------------------------|----------------------|
| Task 1: Partial Topographical Survey and Geotechnical Investigation for Phase 1  | \$ 24,000.00         |
| Task 2: Community Engagement & Masterplan Revisions                              | \$ 24,500.00         |
| Task 3: Design Development for Entire Project                                    | \$ 71,500.00         |
| Task 4: Final Engineering / Construction Documentation for Phase 1               | \$ 145,000.00        |
| Task 5: Bidding for Phase 1                                                      | \$ 10,000.00         |
| Task 6: Construction Administration ( <i>Additional Services IF AUTHORIZED</i> ) | TBD                  |
| + Anticipated Reimbursable Expenses (printing & mileage)                         | \$ 2,500.00          |
| <b>TOTAL LUMP SUM FEE</b>                                                        | <b>\$ 277,500.00</b> |



### AUTHORIZATION

If you find this proposal to be acceptable, please provide OHM with authorization to proceed by signing below and returning a copy of the signed proposal. We appreciate the opportunity to serve the City of Reynoldsburg and look forward to working with the City on this project. Please do not hesitate to contact me directly at (614) 474-1128 with any questions or for additional information.

Regards,

OHM Advisors  
 CONSULTANT

City of Reynoldsburg  
 CLIENT

\_\_\_\_\_(Signature)  
 Mark Bockrath, ASLA, PLA

\_\_\_\_\_(Signature)

\_\_\_\_\_(Date)

\_\_\_\_\_(Date)

Senior Project Manager (Title)

\_\_\_\_\_(Title)

## TERMS & CONDITIONS

1. **THE AGREEMENT.** These Terms and Conditions and the attached Proposal or Scope of Services, upon acceptance by CLIENT, shall constitute the entire Agreement between OHM ADVISORS, a registered Ohio company, and CLIENT. OHM ADVISORS and CLIENT may be referred to individually as a Party or collectively as Parties. This Agreement supersedes all prior negotiations or agreements and may be amended only by written agreement signed by both Parties.
2. **CLIENT RESPONSIBILITIES.** CLIENT, at no cost, shall:
  - a. Provide access to the project site to allow timely performance of the services.
  - b. Provide all information in CLIENT'S possession as required by OHM ADVISORS to perform the services.
  - c. Designate a person to act as CLIENT'S representative who shall transmit instructions, receive information, define CLIENT policies, and have the authority to make decisions related to services under this Agreement.
3. **PROJECT INFORMATION.** OHM ADVISORS shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, other design professionals, or consultants contracted directly to CLIENT.
4. **PERIOD OF SERVICE.** The services shall be completed within the time specified in the Proposal or Scope of Services, or if no time is specified, within a reasonable amount of time. OHM ADVISORS shall not be liable to CLIENT for any loss or damage arising out of any failure or delay in rendering services pursuant to this Agreement that arise out of circumstances that are beyond the control of OHM ADVISORS.
5. **COMPENSATION.** CLIENT shall pay OHM ADVISORS for services performed in accordance with the method of payment, as stated in the Proposal or Scope of Services. CLIENT shall pay OHM ADVISORS for reimbursable expenses for subconsultant services, equipment rental, or other special project related items at a rate of 1.15 times the invoice amount.
6. **TERMS OF PAYMENT.** Invoices shall be submitted to the CLIENT each month for services performed during the preceding period. CLIENT shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM ADVISORS shall include a service fee at the rate of one (1%) percent per month from said thirtieth day.
7. **STANDARD OF CARE.** OHM ADVISORS shall perform their services under this Agreement in a manner consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality under the same or similar conditions.
8. **RESTRICTION OF REMEDIES.** OHM ADVISORS is responsible for the work of its employees while they are engaged on OHM ADVISORS' projects. As such, and in order to minimize legal costs and fees related to any dispute, CLIENT agrees to restrict any and all remedies it may have by reason of OHM ADVISORS' breach of this Agreement or negligence in the performance of services under this Agreement, be they in contract, tort, or otherwise, to OHM ADVISORS, and to waive any claims against individual employees.
9. **LIMIT OF LIABILITY.** To the fullest extent permitted by law, CLIENT agrees that, notwithstanding any other provision in this Agreement, the total liability in the aggregate, of OHM ADVISORS to CLIENT, or anyone claiming under CLIENT, for any claim for losses, damages or costs whatsoever arising out of, resulting from or in any way related to this Agreement or the services provided by OHM ADVISORS pursuant to this Agreement, be limited to \$25,000 or OHM ADVISORS fee, whichever is greater, and is irrespective of whether the claim sounds in breach of contract, tort or otherwise.
10. **ASSIGNMENT.** Neither Party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other Party.
11. **NO WAIVER.** Failure of either Party to enforce, at any time, any provisions of this Agreement shall not constitute a waiver of such provisions or the right of either Party at any time to avail themselves of such remedies as either may have for any breach of such provisions.
12. **GOVERNING LAW.** The laws of the State of Ohio will govern the validity of this Agreement, its interpretation and performance.
13. **INSTRUMENTS OF SERVICE.** OHM ADVISORS shall retain ownership of all reports, drawings, plans, specifications, electronic data and files, and other documents (Documents) prepared by OHM ADVISORS as Instruments of Service. OHM ADVISORS shall retain all common law, statutory and other reserved rights including, without limitation, all copyrights thereto. CLIENT, upon payment in full for OHM's services, shall have an irrevocable license to use OHM's Instruments of Service for or in conjunction with repairs, alterations or maintenance to the project involved for no other purpose. CLIENT shall not reuse or make any modifications to the Documents without prior written authorization by OHM ADVISORS. In accepting and utilizing any Documents or other data on any electronic media provided by OHM ADVISORS, CLIENT agrees they will perform acceptable tests or procedures on the data within 30 days of receipt of the data.
14. **CERTIFICATIONS.** OHM ADVISORS shall have 14 days to review proposed language prior to the requested dates of execution. OHM ADVISORS shall not be required to execute certificates which it has a reasonable objection, or that would require knowledge, services, or responsibilities beyond the scope of this Agreement, nor shall any certificates be construed as a warranty or guarantee by OHM ADVISORS.
15. **TERMINATION.** Either Party may at any time terminate this Agreement upon giving the other Party 7 calendar days prior written notice. CLIENT shall within 45 days of termination pay OHM ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.
16. **RIGHT TO SUSPEND SERVICES.** In the event CLIENT fails to pay OHM ADVISORS the amount shown on any invoice within 45 days of the date of the invoice, OHM ADVISORS may, after giving 7 days' notice to CLIENT, suspend its services until payment in full for all services and expenses is received.
17. **OPINIONS OF PROBABLE COST.** OHM ADVISORS shall prepare Opinions of Probable Cost for the project.



ADVISORS' best judgment as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.

18. **JOB SITE SAFETY.** Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions.
19. **CONTRACTOR SUBMITTALS.** If included in the services to be provided, OHM ADVISORS shall review the contractor's submittals such as shop drawings, product data, and samples for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or, unless otherwise specifically stated by OHM ADVISORS, of any construction means, methods, techniques, sequences or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.
20. **CONSTRUCTION OBSERVATION.** If requested, OHM ADVISORS shall visit the project construction site to generally observe the construction work and answer questions that CLIENT may have. OHM ADVISORS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents.
21. **HAZARDOUS MATERIALS.** As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both Parties acknowledge that OHM ADVISORS' Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event OHM ADVISORS or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to OHM ADVISORS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of OHM ADVISORS' services, OHM ADVISORS may, at its sole option and without liability for consequential or any other damages, suspend performance of services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless OHM ADVISORS, its officers, partners, employees and subconsultants (collectively, OHM ADVISORS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos, hazardous or toxic substances, products or materials that exist on or about or adjacent to the Project site, whether liability arises under a breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action except for the sole negligence or willful misconduct of OHM ADVISORS.
22. **WAIVER OF CONSEQUENTIAL DAMAGES.** The Parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.
23. **WAIVER OF SUBROGATION.** The Parties waive all rights against each other and any of their contractors, subcontractors, consultants, agents, and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work.
24. **THIRD PARTIES.** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or OHM ADVISORS.
25. **CODE REVIEW/ACCESSIBILITY.** In providing its services under this Agreement, OHM ADVISORS may have to interpret federal and or state laws, codes, ordinances, regulations and statutes. CLIENT understands and agrees that these may be subject to different and possibly contradictory interpretations by relevant governmental officials charged with interpreting same. OHM ADVISORS furthermore understands and agrees that OHM ADVISORS does not warrant or guarantee that their interpretation will be consistent with the interpretation of the relevant governmental officials. OHM ADVISORS shall not be liable for unreasonable or unforeseen interpretation of federal and or state laws, codes, ordinances, regulations and/or statutes by governmental officials charged with interpreting same.
26. **DISPUTE RESOLUTION.** In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Parties agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings. The Parties agree to share the mediator's fee and any filing fees equally, and the mediation shall be held in the place where the project is located, unless another location is mutually agreed upon.

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


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**DATE:**           **November 8, 2021**

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

**RE:**             **Transfer of Funds from Maintenance to RPD**

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Approval:

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

The police and maintenance department are requesting to purchase an additional UTV to be shared by each department at a cost of \$17,879.00

**AN ORDINANCE UNAPPROPRIATING FUNDS FROM AN ACCOUNT IN THE  
MAINTENANCE DEPARTMENT AND APPROPRIATING FUNDS TO AN ACCOUNT  
IN THE POLICE DEPARTMENT**

WHEREAS, the Reynoldsburg Maintenance Department and the Police Department have determined the need for an additional Utility Terrain Vehicle (UTV); and

WHEREAS, the UTV will be shared by the police and maintenance departments for a variety of projects and events;

WHEREAS, funds will be transferred from the Maintenance Department to the Police Department for the purchase for the total cost of the vehicle of \$17,879.00.

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

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

SECTION 1. That an amount of \$10,000.00 be unappropriated from Maintenance account 110.595.5361 Building Repair Maintenance and appropriated to Police account 110.111.5639 Other Equipment.

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

**Police Department****Curtis Baker****7240 E. Main Street****Reynoldsburg OHIO 43068****614-322-6907 Phone****ORDINANCE REQUEST**


---

**DATE:**           **November 8, 2021**

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

**RE:**             **Purchase of 4 Hybrid Cruisers**

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Approval:

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

Pending the approval of the 2022 budget and 2022 state bid list, the Reynoldsburg Division of Police is requesting permission to purchase four (4) 2022 Hybrid Police Cruisers in the amount of \$418,425.00. Purchase of all four (4) vehicles will be made through state bid pricing, therefore competitive bidding by the City is waived.

**AN ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE FOUR HYBRID  
POLICE CRUISERS FOR THE REYNOLDSBURG POLICE DEPARTMENT**

WHEREAS, the City of Reynoldsburg Police Department requests authorization to purchase four (4) new hybrid police cruisers; and

WHEREAS, the cost of the vehicles is a total cost of four hundred eighteen thousand, four hundred twenty-five dollars (\$418,425.00); and

WHEREAS, the Reynoldsburg City Council does hereby authorize the purchase of said law enforcement vehicles and further authorizes the Mayor to execute any documentation necessary to effectuate said purchase.

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

**Police Department****Curtis Baker****7240 E. Main Street****Reynoldsburg OHIO 43068****614-322-6907 Phone**

SECTION 1. That the Mayor be and is hereby authorized to purchase four (4) 2022 hybrid police cruisers in the amount of \$418,425.00.

SECTION 2. That an amount of \$418,425.00 will be included as part of the Police Department 2022 budget.

SECTION 3. That pursuant to RCO section 175.01(g), the purchase shall be made through the State of Ohio Bid Contract RS901519; therefore, competitive bidding by the city is waived.

SECTION 4. That upon adoption by Council, this ordinance shall be in effect thirty days following the signature by the Mayor.



**City Attorney's Office****Chris Shook****7232 E. Main Street****Reynoldsburg OHIO 43068****6143226869 Phone****ORDINANCE REQUEST****DATE: November 8, 2021****TO: Public Safety, Law and Courts Committee****RE: Amend Parking Ordinance Chapter 351**

Approval:

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

**An Ordinance to Amend Chapter 351 Parking of the Codified Ordinances for the City of Reynoldsburg**

WHEREAS, the Council of the City of Reynoldsburg, Ohio, has determined that it is in the best interests of the City of Reynoldsburg to amend Chapter 351 of the Codified Ordinances of the City of Reynoldsburg.

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

SECTION 1. That Chapter 351 Parking of the Codified Ordinances of the City of Reynoldsburg shall be amended as provided in the attached Exhibit A.

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

### 351.01 POLICE ~~MAY REMOVE UNATTENDED VEHICLE WHICH OBSTRUCTS TRAFFIC.~~ REMOVAL OF VEHICLES

(a) Whenever any police officer finds a vehicle standing upon a highway in violation of Ohio R.C. 4511.66 or a substantially similar municipal ordinance, such officer may move such vehicle, or require the driver or other person in charge of the vehicle to move the same, to a position off the paved or improved or main traveled part of such highway.

(b) Whenever any police officer finds a vehicle unattended upon any highway, bridge, or causeway, or in any tunnel, where such vehicles constitutes an obstruction to traffic, such officer may provide for the removal of such vehicle to the nearest garage or other place of safety.

(c) In addition to any other manner provided by law, any police officer may, in her or his discretion, require or authorize the removal of any vehicle under the following circumstances:

(1) Vehicles creating a traffic hazard or safety hazard. A vehicle left unattended and so parked illegally as to constitute a definite hazard or obstruction to the normal movement of traffic.

(2) Vehicles abandoned on public property. Any vehicle which is left on public property for 48 hours or longer without the permission of the Division of Police.

(3) Vehicles blocking fire exits or hydrants. Any vehicle illegally parked in such a manner that it blocks a fire escape ladder, device, or exit or blocks ready access to a fire hydrant.

(d) Any vehicle removed under this Section shall be stored at the nearest place of safekeeping by the Division of Police and shall be released upon the payment of reasonable storage fees.

(e) The Division of Police shall notify, by ordinary or certified, the registered owner of any vehicle so removed, within seventy-two (72) hours of removal. Such notice shall contain all of the following:

1) The name and address of the registered owner of the vehicle towed, impounded, or immobilized;

2) The license plate number of the vehicle towed, impounded, or immobilized;

3) The reason for the towing, impoundment, or immobilization;

4) The location, date and time where the vehicle was towed, impounded, or immobilized;

5) The contact information for the entity to obtain release of the vehicle; and

(6) The time, place, and manner in which a hearing to contest the towing, impoundment, or immobilization can be initiated.

~~(ORC 4511.67)~~

### 351.03 PROHIBITED STANDING OR PARKING PLACES.

No person shall stand or park a vehicle, except when necessary to avoid conflict with other traffic or to comply with the provisions of this Traffic Code, or while obeying the directions of a police officer or a traffic control device, in any of the following places:

(a) On a sidewalk, except a bicycle;

- (b) In front of or less than three feet from the edge of the apron of any public or private driveway;
  - (c) Within an intersection;
  - (d) Within ten feet of a fire hydrant;
  - (e) On a crosswalk;
  - (f) Within twenty feet of ~~a crosswalk at~~ an intersection;
  - (g) Within thirty feet of, and upon the approach to, any flashing beacon, stop sign or traffic control device;
  - (h) Between a safety zone and the adjacent curb or within thirty feet of points on the curb immediately opposite the end of a safety zone, unless a different length is indicated by a traffic control device;
  - (i) Within fifty feet of the nearest rail or a railroad crossing;
  - (j) Within twenty feet of a driveway entrance to any fire station and, on the side of the street opposite the entrance to any fire station, within seventy-five feet of the entrance when it is properly posted with signs;
  - (k) Alongside or opposite any street excavation or obstruction when such standing or parking would obstruct traffic;
  - (l) Alongside any vehicle stopped or parked at the edge or curb of a street;
  - (m) Upon any bridge or other elevated structure upon a street, or within a street tunnel;
  - (n) At any place where signs prohibit stopping, standing or parking, or where the curbing is painted yellow, or at any place in excess of the maximum time limited by signs;
  - (o) Within one foot of another parked vehicle;
  - (p) On the roadway portion of a freeway, expressway or thruway.
  - (q) Within any fire lane on private property, devoted to public use, as so designated, marked and approved by the Chief of the Fire Division and the Police Chief.
  - (r) In that area known as the street lawn.
- (Ord. 9-80. Passed 2-11-80.)

### 351.17 SNOW EMERGENCY PARKING BAN.

(a) In order to facilitate the cleaning of streets and to expedite the free flow of vehicular traffic:

(1) Motor vehicles shall not be parked on the streets designated herein at such times as the United States Weather Bureau records indicate two inches of snow has fallen and there is a prospect of further snowfall; and

(2) Motor vehicles shall not be parked on other city streets when the Mayor, in his discretion, declares an emergency due to excessive snow and further designates other specific streets or areas bounded by certain streets.

(b) All cars parked during the period of time weather conditions prohibiting parking are declared under division (a) hereof, must be removed by the owners or operators within two hours of the dissemination of the information as provided in division (a)(1) or in the time as designated in the declaration of emergency as provided in division (a)(2) hereof. Any motor vehicle parked in violation of these prohibitions shall be subject to fines as provided herein and may be removed

by authorized agents of the City at the order of the Chief of Police, Director of Public Safety or Mayor, and then shall subject the owner or operator to costs of towing and storage as provided herein.

(c) It shall be the responsibility of the owners or operators of motor vehicles to ascertain whether weather conditions or the declared emergency requires the removal of their vehicles from the streets or areas designated in divisions (a)(1) or (2) hereof. In order to assist dissemination of this information, the streets designated in division (a)(1) hereof shall be marked with pole signs and the Mayor or Director of Public Safety shall through radio, newspaper or other available media disseminate information as to the existence of a declared emergency. The dissemination of this information, however shall not relieve persons from the responsibility of ascertaining the existence of the weather conditions or declared emergency therein.

(d) Any vehicles removed by authorized agents of the City shall be removed to a motor vehicle pound as designated by the Chief of Police, Director of Public Safety or Mayor. Records of motor vehicles removed, and their locations shall be kept by the Police Division.

(e) Any person violating the provisions of this section shall be subject to a fine of not less than fifteen dollars (\$15.00) and not more than fifty dollars (\$50.00), provided however, that a motor vehicle which has been removed to a motor vehicle pound may be recovered only upon the payment of the towing and storage charges Imposed thereon. No credit for the payment of towing and/or storage charges shall be given toward any fine imposed herein.

(Ord. 50-78. Passed 4-10-78.)

(f) The streets where parking is prohibited after two inches of snow has fallen and there is a prospect of further snowfall are as follows:

- 1) Retton Road, between Rosehill Road and Haft Drive;
- 2) Rosehill Road, between Livingston and East Main Street, and between Rosedale and north Corporation limit (west side of street);
- 3) Haft Drive;
- 4) Carlyle Drive, between East Main Street and Goldsmith Drive;
- 5) Goldsmith Drive, between Carlyle and Hanson Street;
- 6) Bartlett Road, between Rosehill Road and Haft Drive;
- 7) Hanson Street, between Goldsmith Drive and East Main Street;
- 8) Brice Road, north of Main Street, between Rosedale and north Corporation limit;
- 9) Baldwin Drive, between Livingston Avenue and Junior High School;
- 10) Lancaster Avenue, north of East Main Street to Bryden Road;
- 11) East Main Street, between Lancaster Avenue and Graham Road/Waggoner Road.
- 12) Priestley Drive.
- 13) Kingsley Drive.
- 14) Firstgate Drive.
- 15) Rodebaugh Road from the point at which Rodebaugh Road intersects with Firstgate Drive to Waggoner Road.

(Ord. 36-84. Passed 4-23-84.)

# **Water and Wastewater Department**

**Paul Hellman**

**614-322-4500 Phone**

## **ORDINANCE REQUEST**

---

**DATE:**           **November 8, 2021**

**TO:**             **Public Service and Transportation Committee**

**RE:**             Purchase VaCall AJVR 1015 Hydro Vac/ Jet Truck

---

Approval:

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

To authorize the Mayor to purchase from Southeastern Equipment co. For a 2022 VaCall AJVR 1015 Hydro Vac / Jet Combination Equipment.

To purchase a VaCall Chassis Freightliner 370 Horsepower Cummins ISL with a Allison 3000 RDS Transmission, With all Options. Please see quote 12696 on the attachment.

This equipment will be shared by the Water Department, Wastewater Department and Storm Sewer Department.

This vendor is on a state bid purchasing list was from 2020 new list and price is \$433,787.55 + 10% the 3 quotes 1 with aqua tech and the other with Gap Vac. This purchase was agreed upon all departments.

**This purchase was INCLUDED in the 2022 Budget** for the WATER, SEWER, and STORMWATER DEPARTMENTS

**A total of \$477,166.30 from the three accounts.**



# **Water and Wastewater Department**

**Paul Hellman**

**614-322-4500 Phone**

This Purchase quote is \$433,787.55 with a 10% Buffer totaling \$477,166.32 this will provide the City of Reynoldsburg Staff with the equipment that has multiple purposes for all three departments this equipment will save the city money and time. See attachment for figures of savings.

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH SOUTHEASTERN EQUIPMENT CO. TO PURCHASE A 2020 VACALL AJVR 1015 HYDRO VAC/JET COMBINATION EQUIPMENT, WAIVE COMPETITIVE BIDDING, AND APPROPRIATE FUNDS THEREFOR**

WHEREAS; the Water, Sewer and Stormwater Departments have determined that the City needs to purchase a vacuum/jet truck for use in each department; and

WHEREAS; the City currently contracts this work out to an outside vendor, costing the City money and more especially time when addressing emergency water and sewer line breaks; and

WHEREAS; the vehicle and equipment will be purchased through the state of Ohio purchasing contract; and

WHEREAS; the purchase price of the truck was included in the 2022 budget and will not exceed the budgeted amount of \$477,166.30

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

SECTION 1. That the Mayor be and is hereby authorized to purchase from Southeastern Equipment Co. a 2020 VaCall AJVR 1015 Hydro Vac/Jet truck under the state bidding contract.

SECTION 2. That the purchase price is not to exceed \$477,166.32 total with funds approved in the 2022 Budget and appropriated from the following funds:

|                                 |              |              |
|---------------------------------|--------------|--------------|
| Water Department Equipment      | 710.735.5633 | \$159,055.44 |
| Wastewater Department Equipment | 720.736.5633 | \$159,055.44 |

## **Water and Wastewater Department**

**Paul Hellman**

**614-322-4500 Phone**

Storm Water Vehicle

740.737.5633

\$159,055.44

SECTION 3. 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.

**AJVR 1015**

Quote Date: 2/27/2020

**Bill To:** Southeastern Equipment  
10874 East Pike Rd.  
Cambridge, OH 43725  
USA

Machine Quote: 12696

PWO: TBD

Sales Order: TBD

Estimated Ship Date: TBD

**Ship To:** Southeastern Equipment  
10874 East Pike Rd.  
Cambridge, OH 43725  
USA

Customer: CITY OF REYNOLDSBURG OHIO

Customer PO: TBD

**Chassis Description:** Vacall Supplied, New, Freightliner, 370 HP, Auto,  
Single Steer, G1

Chassis Arrival Date: TBD

Chassis Make: Freightliner

Chassis Model: 108SD/SBA

Chassis Year: 2020

Chassis VIN#: TBD

GVW: 66,000

Transmission: ALLISON 3000 RDS

Engine Model: Cummins ISL

The following is the quote confirmation for a AJVR 1015. Please review the specification carefully and advise me if there are any discrepancies.

Supplied By: Vacall Supplied

Chassis Paint Code: L0006EB White Elite BC ; 14405143

Spec Code: G1

HP: 370

Vacall Part#: \_\_\_\_\_

| Model               | Quantity | Description                                                                                | Unit Price | Price        |
|---------------------|----------|--------------------------------------------------------------------------------------------|------------|--------------|
| AJVR 1015           | 1        | 10 CUBIC YARD/1500 GALLON REAR BOOM AND HOSE REEL                                          |            | \$224,036.00 |
| <b>Chassis</b>      |          |                                                                                            |            |              |
|                     | 1        | Electric Back Up Alarm                                                                     | \$0.00     | \$0.00       |
|                     | 1        | Fenders                                                                                    | \$0.00     | \$0.00       |
|                     | 1        | Mud Flaps Behind Rear Tires                                                                | \$0.00     | \$0.00       |
|                     | 1        | Rear Dot Under Ride Protection (Bumper)                                                    | \$0.00     | \$0.00       |
|                     | 1        | Factory Mounting Tandem Axle                                                               | \$0.00     | \$0.00       |
|                     | 1        | Vacall Supplied Chassis                                                                    | \$0.00     | \$0.00       |
|                     | 1        | Tow Hooks - Rear                                                                           | \$276.00   | \$276.00     |
| <b>Paint</b>        |          |                                                                                            |            |              |
|                     | 1        | Powder Coat Subframe, Power Frame, Hose Reel Mount And Base, And Exhaust Silencer Black    | \$0.00     | \$0.00       |
| 14405143            | 1        | Powder Coat Unit Gradall STD White Dupont N0006 Pt#14405143 (Excludes Cab / Chassis)       | \$0.00     | \$0.00       |
|                     | 1        | Debris Tank Galvanized                                                                     | \$4,947.00 | \$4,947.00   |
|                     | 1        | Air/Water Separator Galvanized                                                             | \$2,803.00 | \$2,803.00   |
| <b>Power Module</b> |          |                                                                                            |            |              |
|                     | 1        | Direct Drive For Vacuum Pump                                                               | \$0.00     | \$0.00       |
|                     | 1        | Hydraulic Temp / Level Sight Eye                                                           | \$0.00     | \$0.00       |
|                     | 1        | Transfer Case                                                                              | \$0.00     | \$0.00       |
|                     | 1        | Variable Volume 2.7 Cir Hydraulic Piston Pump Direct Mounted To Tc For Hydraulic Functions | \$0.00     | \$0.00       |
|                     | 1        | Shut-Off Valve(S) On Suction Side                                                          | \$0.00     | \$0.00       |
|                     | 1        | Hydrostatic Drive For Water Pump Flows To 85gpm@2000psi ( 115 HP Max )                     | \$0.00     | \$0.00       |
|                     | 1        | Platform And Steps On Power Frame                                                          | \$1,005.00 | \$1,005.00   |
|                     | 1        | Transfer Case Remote Sight Glass And Fill                                                  | \$548.00   | \$548.00     |
| <b>Debris Tank</b>  |          |                                                                                            |            |              |
|                     | 1        | Stainless Steel Float Ball Shut-Off                                                        | \$0.00     | \$0.00       |
|                     | 1        | Tailgate Power Up / Down, Hydraulic Locks                                                  | \$0.00     | \$0.00       |
|                     | 1        | Single Hoist Cylinder                                                                      | \$0.00     | \$0.00       |
|                     | 1        | Single Debris Body Safety Prop                                                             | \$0.00     | \$0.00       |
|                     | 1        | Single Rear Door Safety Prop                                                               | \$0.00     | \$0.00       |

|                                   |   |                                                                                                                                                                                                                              |            |            |
|-----------------------------------|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------|
|                                   | 1 | Low Profile                                                                                                                                                                                                                  | \$1,964.00 | \$1,964.00 |
|                                   | 1 | Carbon Steel Float Ball Cage                                                                                                                                                                                                 | \$0.00     | \$0.00     |
|                                   | 1 | Carbon Steel Splash Shield                                                                                                                                                                                                   | \$1,413.00 | \$1,413.00 |
|                                   | 1 | Float Level Indicator With Stainless Steel Ball                                                                                                                                                                              | \$486.00   | \$486.00   |
|                                   | 1 | Ground Level Grease Fitting For Float Level Indicator                                                                                                                                                                        | \$956.00   | \$956.00   |
|                                   | 1 | Ground Level Grease Fitting For Hoist Cylinder                                                                                                                                                                               | \$902.00   | \$902.00   |
|                                   | 1 | Ground Level Grease Manifold For Tailgate Hinge And Lock Assembly                                                                                                                                                            | \$1,707.00 | \$1,707.00 |
|                                   | 1 | Internal Tank Flusher-Full Flow                                                                                                                                                                                              | \$2,745.00 | \$2,745.00 |
| 0000                              | 1 | DEBRIS TANK VIBRATOR                                                                                                                                                                                                         | \$4,704.00 | \$4,704.00 |
| <b>Debris Tank Decant</b>         |   |                                                                                                                                                                                                                              |            |            |
|                                   | 1 | 6" Decant Port On Rear Door With 6" X 20'-0" Layflat Hose & Storage Basket                                                                                                                                                   | \$0.00     | \$0.00     |
|                                   | 1 | 3" Decant Line (Clear Hose) To Front With Valve At Bumper                                                                                                                                                                    | \$2,182.00 | \$2,182.00 |
|                                   | 1 | 4" Valve On Sludge Pump Inlet - Brass Slide Gate                                                                                                                                                                             | \$548.00   | \$548.00   |
|                                   | 1 | 6" Male Camlock On Decant Valve With Camlock Cap & Lanyard Also Includes 6" Layflat Hose With Camlock                                                                                                                        | \$457.00   | \$457.00   |
|                                   | 1 | Decant Port Screen (Standard)                                                                                                                                                                                                | \$619.00   | \$619.00   |
|                                   | 1 | Sludge Pump Port Screen (Standard)                                                                                                                                                                                           | \$619.00   | \$619.00   |
|                                   | 1 | Sludge Pump System On Rear Door 4" Hydraulic (710 GPM@10' Head)                                                                                                                                                              | \$5,323.00 | \$5,323.00 |
| <b>Water Tank</b>                 |   |                                                                                                                                                                                                                              |            |            |
|                                   | 1 | 4" Air Gap Water Tank Fill                                                                                                                                                                                                   | \$0.00     | \$0.00     |
|                                   | 1 | Water Tank Electronic Level Indicator In Front Control Panel Display                                                                                                                                                         | \$0.00     | \$0.00     |
|                                   | 1 | 2-1/2" Y-Strainer On Fill Line                                                                                                                                                                                               | \$297.00   | \$297.00   |
|                                   | 1 | Anti-Splash Valve                                                                                                                                                                                                            | \$688.00   | \$688.00   |
|                                   | 1 | Sight Level Tube On Passenger Side Water Tank                                                                                                                                                                                | \$360.00   | \$360.00   |
| <b>High Pressure Water System</b> |   |                                                                                                                                                                                                                              |            |            |
|                                   | 1 | Drain Valve In Water Pump Supply Line                                                                                                                                                                                        | \$0.00     | \$0.00     |
|                                   | 1 | Pressure Relief Valve                                                                                                                                                                                                        | \$0.00     | \$0.00     |
|                                   | 1 | Strainer On Water Pump Inlet (Not Used On Recycler Models)                                                                                                                                                                   | \$0.00     | \$0.00     |
|                                   | 1 | Valve On Water Pump Inlet                                                                                                                                                                                                    | \$0.00     | \$0.00     |
|                                   | 1 | Water Distribution Manifold (Centrally Located)                                                                                                                                                                              | \$0.00     | \$0.00     |
|                                   | 1 | 87 G.P.M./2000 PSI -120 HP                                                                                                                                                                                                   | \$0.00     | \$0.00     |
|                                   | 1 | Cold Weather Recirculation - Without Recycler                                                                                                                                                                                | \$2,598.00 | \$2,598.00 |
|                                   | 1 | Passengers Side Self-Winding Handgun Hannay Hose Reel W/ 50 Foot 1/2" Hose And Handgun (800 PSI @ 20 GPM)                                                                                                                    | \$1,204.00 | \$1,204.00 |
|                                   | 1 | Air Purge System                                                                                                                                                                                                             | \$428.00   | \$428.00   |
|                                   | 1 | Hxx System Off Main Water Pump 15-20 GPM Can Only Have Pressure Rating Less Than Or Equal To Main Water Pump Inc. 1/2" X 50' Spring Rewind Hannay Hose Reel W/50' Of 1/2" Hose And Pistol Grip Style Hand Gun W/Lance Nozzle | \$4,223.00 | \$4,223.00 |
| <b>Vacuum System</b>              |   |                                                                                                                                                                                                                              |            |            |
|                                   | 1 | Cyclone Separator With Drop Box Clean Out                                                                                                                                                                                    | \$0.00     | \$0.00     |
|                                   | 1 | Carbon Steel Strainer Basket In Cyclone Separator                                                                                                                                                                            | \$0.00     | \$0.00     |
|                                   | 1 | 8x24 Vac Pump 4000CFM@ 18"HG (245"H2O) 200HP @ 2470 RPM With(2) Vac Relief Valves                                                                                                                                            | \$1,056.00 | \$1,056.00 |
|                                   | 1 | 2" Brass Ball Valve Mounted On Bottom Of Blower Exhaust Silencer                                                                                                                                                             | \$303.00   | \$303.00   |
|                                   | 1 | 2" Brass Ball Valve Mounted On Bottom Of Cyclone Dropout Box                                                                                                                                                                 | \$303.00   | \$303.00   |
|                                   | 1 | Air Operated 6" Vacuum Relief Valve Controlled At Control Panel & Handheld Pendant                                                                                                                                           | \$3,349.00 | \$3,349.00 |
| <b>Boom</b>                       |   |                                                                                                                                                                                                                              |            |            |
|                                   | 1 | Hydraulic Extending Boom                                                                                                                                                                                                     | \$0.00     | \$0.00     |
|                                   | 1 | Rear Mounted Hydraulic Boom (270 Degree Rotation )                                                                                                                                                                           | \$0.00     | \$0.00     |
| SPECIAL                           | 1 | AJVR Boom Elbow To Be Long Radius Like Standard AJV - PER VA70020562                                                                                                                                                         | \$0.00     | \$0.00     |
|                                   | 1 | Extra Heavy Duty Steel Elbow                                                                                                                                                                                                 | \$1,087.00 | \$1,087.00 |
|                                   | 1 | Lube Chart                                                                                                                                                                                                                   | \$284.00   | \$284.00   |

|                          |   |                                                                                                                                                                                                                                                                                                                                                         |            |            |
|--------------------------|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------|
|                          | 1 | Remote Grease Fitting For Boom Rotation And Extension                                                                                                                                                                                                                                                                                                   | \$2,750.00 | \$2,750.00 |
| <b>Hose Reel - Main</b>  |   |                                                                                                                                                                                                                                                                                                                                                         |            |            |
|                          | 1 | Direct Drive Hose Reel                                                                                                                                                                                                                                                                                                                                  | \$0.00     | \$0.00     |
|                          | 1 | Reel Pivot-160 Degree With Air Brake                                                                                                                                                                                                                                                                                                                    | \$0.00     | \$0.00     |
|                          | 1 | Rear Reel With 800' Capacity (1" Hose)                                                                                                                                                                                                                                                                                                                  | \$1,120.00 | \$1,120.00 |
|                          | 1 | Automatic Level Wind                                                                                                                                                                                                                                                                                                                                    | \$8,674.00 | \$8,674.00 |
|                          | 1 | Digital Sewer Hose Footage Counter Displayed At Operators Station                                                                                                                                                                                                                                                                                       | \$1,092.00 | \$1,092.00 |
|                          | 1 | Remote Grease Manifold For Rotate Bearing 2 Swivels,Pillow Block & Pivot Pins 6 Total Hose Reel                                                                                                                                                                                                                                                         | \$855.00   | \$855.00   |
| <b>Operator Controls</b> |   |                                                                                                                                                                                                                                                                                                                                                         |            |            |
|                          | 1 | Blower Hourmeter (At Front Control Panel Lcd Display)                                                                                                                                                                                                                                                                                                   | \$0.00     | \$0.00     |
|                          | 1 | Boom Control Joystick Recessed For Protection Color LCD Display With 32 Output Microprocessor Control (Expandable) W/J1939 Can Communication                                                                                                                                                                                                            | \$0.00     | \$0.00     |
|                          | 1 | Emergency Stop                                                                                                                                                                                                                                                                                                                                          | \$0.00     | \$0.00     |
|                          | 1 | Hydraulic Pressure Gauge                                                                                                                                                                                                                                                                                                                                | \$0.00     | \$0.00     |
|                          | 1 | Ip66 Sealed Exterior Electrical Controls And Wiring Harness W/Protective Cover That Exceeds Nema 4 Ratings                                                                                                                                                                                                                                              | \$0.00     | \$0.00     |
|                          | 1 | Tachometer / Hourmeter On Color LCD Display Module                                                                                                                                                                                                                                                                                                      | \$0.00     | \$0.00     |
|                          | 1 | Throttle Control At Hose Reel Control Panel                                                                                                                                                                                                                                                                                                             | \$0.00     | \$0.00     |
|                          | 1 | Transfer Case Shift Controls In Cab                                                                                                                                                                                                                                                                                                                     | \$0.00     | \$0.00     |
|                          | 1 | Two Channel Camera System With 7" Swivel Color LCD Monitor                                                                                                                                                                                                                                                                                              | \$0.00     | \$0.00     |
|                          | 1 | Vacuum Gauge On Color LCD Display Module                                                                                                                                                                                                                                                                                                                | \$0.00     | \$0.00     |
|                          | 1 | Water Pressure Gauge On Color LCD Display Module                                                                                                                                                                                                                                                                                                        | \$0.00     | \$0.00     |
|                          | 1 | Water Pump Hourmeter (At Front Control Panel Lcd Display)                                                                                                                                                                                                                                                                                               | \$0.00     | \$0.00     |
|                          | 1 | Water Pump On/Off Switch                                                                                                                                                                                                                                                                                                                                | \$0.00     | \$0.00     |
|                          | 1 | Drivers Side Mounting Of Water Manifold And Hydraulic Control Valve.                                                                                                                                                                                                                                                                                    | \$0.00     | \$0.00     |
|                          | 1 | Blower Temp Gauge & Connection To Air Operated Relief Valve                                                                                                                                                                                                                                                                                             | \$502.00   | \$502.00   |
|                          | 1 | Blower Temp Gauge (At Front Control Panel Lcd Display)                                                                                                                                                                                                                                                                                                  | \$408.00   | \$408.00   |
|                          | 1 | Boom, Body And Tailgate Aux. Hydraulics (Powered By Hose Reel Power Pack)                                                                                                                                                                                                                                                                               | \$1,685.00 | \$1,685.00 |
|                          | 1 | Camera System - Two Channel 7" Swivel Colored Lcd Monitor With (1) Additional Camera                                                                                                                                                                                                                                                                    | \$622.00   | \$622.00   |
|                          | 1 | Debris Tank High Level Light Hooked To Vacuum Relief (Reqs. Float Level Indicator)                                                                                                                                                                                                                                                                      | \$813.00   | \$813.00   |
|                          | 1 | Low Water Light And Horn Combination                                                                                                                                                                                                                                                                                                                    | \$430.00   | \$430.00   |
|                          | 1 | Over Ride Switch For Low Water And Or High Debris Horn                                                                                                                                                                                                                                                                                                  | \$220.00   | \$220.00   |
|                          | 1 | Reel Shift For Transfer Case                                                                                                                                                                                                                                                                                                                            | \$1,746.00 | \$1,746.00 |
|                          | 1 | Wireless Remote To Control Throttle, Vac Relief Valve, E-Stop (Returns Eng To Idle) Water Pump Speed Control Via Toggle Switch. Also Includes High Resolution Color Display Screen 1 7/8 W X 1 7/16 H. Displays Water Pressure, Vacuum HG Blower Speed, Water Pump Speed & Blower Temp. To Include 2130200038 Belt Clip Style Wireless Pendant Lanyard. | \$4,223.00 | \$4,223.00 |
| <b>Lighting</b>          |   |                                                                                                                                                                                                                                                                                                                                                         |            |            |
|                          | 1 | LED D.O.T. Lighting (Includes Stop,Tail,Turn And Back-Up)                                                                                                                                                                                                                                                                                               | \$0.00     | \$0.00     |
|                          | 1 | Boom Work Lights-Two                                                                                                                                                                                                                                                                                                                                    | \$516.00   | \$516.00   |
| 2150190004               | 1 | Hand Spot Light, LED With 20' Plug In Cord                                                                                                                                                                                                                                                                                                              | \$784.00   | \$784.00   |
|                          | 1 | Power Module Work Lights- (2)                                                                                                                                                                                                                                                                                                                           | \$437.00   | \$437.00   |
|                          | 1 | Rear Mounted Traffic Advisor-Bar Type LED Whelen Tac85                                                                                                                                                                                                                                                                                                  | \$1,190.00 | \$1,190.00 |
|                          | 1 | Rear Work Light - Two                                                                                                                                                                                                                                                                                                                                   | \$475.00   | \$475.00   |
|                          | 1 | Strobe Light - Body - Two Whelen L22LAP Class 2 360 Degree Super LED W/ Limb Guard                                                                                                                                                                                                                                                                      | \$597.00   | \$597.00   |
| 2190190025               | 1 | Strobe Light - Front-Two- Mirror Mounted Whelen L22LAP Class 2 360 Degree Super LED                                                                                                                                                                                                                                                                     | \$1,032.00 | \$1,032.00 |

Attachment: 2020 VaCall HydroVac Jet Truck (Purchase VaCall AJVR 1015 Hydro Vac/ Jet Truck)



|                       |     |                                                                                                                                                                                                                                            |            |            |
|-----------------------|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------|
|                       | 6   | W/ Limb Guard<br>Whelen Single Marker Light Style Flat Strobe<br>(Specify Quantity & Location)                                                                                                                                             | \$484.00   | \$2,904.00 |
| <b>Toolboxes</b>      | 1   | Tube Rack Mounted On Silencer                                                                                                                                                                                                              | \$0.00     | \$0.00     |
|                       | 1   | One Lockable Tool Box, Aluminum (18 X 18 X 36)                                                                                                                                                                                             | \$430.00   | \$430.00   |
|                       | 1   | Additional Lockable Tool Box, Aluminum (18 X 18 X 36)                                                                                                                                                                                      | \$1,390.00 | \$1,390.00 |
|                       | 2   | Front Bumper Toolbox Aluminum                                                                                                                                                                                                              | \$784.00   | \$1,568.00 |
|                       | 1   | Traffic Cone Holder                                                                                                                                                                                                                        | \$221.00   | \$221.00   |
| <b>Packaged Items</b> |     |                                                                                                                                                                                                                                            |            |            |
| 80363250              | 1   | Fire Extinguisher (5#)                                                                                                                                                                                                                     | \$0.00     | \$0.00     |
| VA34240095            | 1   | Emergency Road Kit                                                                                                                                                                                                                         | \$0.00     | \$0.00     |
|                       | 1   | Pendant Remote Control                                                                                                                                                                                                                     | \$0.00     | \$0.00     |
|                       | 1   | Tigertail Hose Guide (One)                                                                                                                                                                                                                 | \$0.00     | \$0.00     |
|                       | 1   | 1" Radial Nozzle Dual Degree Nozzle Orficed For Req'd Flow Pressure                                                                                                                                                                        | \$0.00     | \$0.00     |
| 43NZA30190-S16S       | 1   | Small Nozzle Skid 1" X 3-7/8" X 15" Long                                                                                                                                                                                                   | \$0.00     | \$0.00     |
|                       | 1   | 24' X 8" Bandlock Type Aluminum Vacuum Tubes, (2) 4.0' VA40020002, (2) 5.0' VA40020003, (1) 3.0' VA40020001, (7) 8" Clamps VA40010071, (7) 8" Gaskets VA38010018, (1) VA40020033 8" X 3'-0" Nozzle Aluminum Alligator (Catch Basin Nozzle) | \$0.00     | \$0.00     |
|                       | 1   | 10' X 1" Leader Hose                                                                                                                                                                                                                       | \$173.00   | \$173.00   |
| VA32050001            | 1   | Fill Hose 25' X 2 1/2"                                                                                                                                                                                                                     | \$225.00   | \$225.00   |
| <b>Manuals</b>        | 600 | Sewer Cleaning Hose 1" - 2500 PSI                                                                                                                                                                                                          | \$8.00     | \$4,800.00 |
|                       | 1   | (1) Set Of Parts & Service Manuals Provided On CD, Paper Copy Provided For Operators & Safety Manuals                                                                                                                                      | \$0.00     | \$0.00     |

**Machine & Attachment List Price:** \$316,302.00

**Less Discounts 4.00%:** (\$12,652.08)

**Total Machine & Attachment Net Price:** \$303,649.92

**1 Year Standard Warranty** \$0.00

**Vacall Supplied, New, Freightliner, 370 HP, Auto, Single Steer, G1 :** \$107,112.00

**Freight Description:**

**SOTHEASTERN EQUIPMENT PDI :** \$1,200.00

**Total Net Price:** \$411,961.92

**Terms:** XJ1 - Sourcewell Vacall Contract # 122017 - Net 30

Standard Warranty: **Module:** 1 Year. **Debris Body:** Untreated Steel or Weathering Steel - 1 Year. **Water Tank:** Polypropylene - 1 Year, Aluminum - Lifetime. **Corrosion** 5 Years.

Standard shipping terms are EXW - Ex Works Factory - (EX3) - New Philadelphia, Ohio unless otherwise noted.

Customer is responsible for freight charges. Freight charges will be added to invoice at time of shipment unless other arrangements have been made.

**Note: The above quote is valid until 5/27/2020**

#### Model Specs:

Please sign below showing you have reviewed the specifications and accept the above terms.

**NAME:** \_\_\_\_\_

**DATE SIGNED:** \_\_\_\_\_

#### Contact Information:

Brandon Unklesbay, Southeastern Equipment Co., Inc., PO Box 536, Cambridge, Ohio 43725 , Phone: 7405416199 , Fax: 7402555659 , Email: bunklesbay@southeasternequip.com

Print Generated by Gradall Industries, LLC Printed By: Brandon Unklesbay on 3/9/2020

Attachment: 2020 VaCall HydroVac Jet Truck (Purchase VaCall AJVR 1015 Hydro Vac/ Jet Truck)

| Amended Budget<br>\$275,000.00 |              | Encumbrances<br>\$23,477.04 |              | Expenses<br>\$91,522.96 |                     | YTD Balance<br>\$160,000.00 |  | Percent Used<br>42% |  |
|--------------------------------|--------------|-----------------------------|--------------|-------------------------|---------------------|-----------------------------|--|---------------------|--|
| Month                          | Budget       | Amendments                  | Encumbrances | Expenses                | Current YTD Balance | Percent Used                |  |                     |  |
| January                        | \$275,000.00 | \$0.00                      | \$100,000.00 | \$0.00                  | \$175,000.00        | 36 %                        |  |                     |  |
| February                       | \$0.00       | \$0.00                      | -\$76,216.96 | \$91,216.96             | \$160,000.00        | 42 %                        |  |                     |  |
| March                          | \$0.00       | \$0.00                      | -\$306.00    | \$306.00                | \$160,000.00        | 42 %                        |  |                     |  |
| April                          | \$0.00       | \$0.00                      | \$0.00       | \$0.00                  | \$160,000.00        | 42 %                        |  |                     |  |
| May                            | \$0.00       | \$0.00                      | \$0.00       | \$0.00                  | \$160,000.00        | 42 %                        |  |                     |  |
| June                           | \$0.00       | \$0.00                      | \$0.00       | \$0.00                  | \$160,000.00        | 42 %                        |  |                     |  |
| July                           | \$0.00       | \$0.00                      | \$0.00       | \$0.00                  | \$160,000.00        | 42 %                        |  |                     |  |
| August                         | \$0.00       | \$0.00                      | \$0.00       | \$0.00                  | \$160,000.00        | 42 %                        |  |                     |  |
| September                      | \$0.00       | \$0.00                      | \$0.00       | \$0.00                  | \$160,000.00        | 42 %                        |  |                     |  |
| October                        | \$0.00       | \$0.00                      | \$0.00       | \$0.00                  | \$160,000.00        | 42 %                        |  |                     |  |
| November                       | \$0.00       | \$0.00                      | \$0.00       | \$0.00                  | \$160,000.00        | 42 %                        |  |                     |  |
| December                       | \$0.00       | \$0.00                      | \$0.00       | \$0.00                  | \$160,000.00        | 42 %                        |  |                     |  |
| Total                          | \$275,000.00 | \$0.00                      | \$23,477.04  | \$91,522.96             | \$160,000.00        | 42 %                        |  |                     |  |
| Unposted Transactions          | \$0.00       | \$0.00                      | (\$8,250.00) | \$8,250.00              | \$160,000.00        | 42 %                        |  |                     |  |
| Grand Total                    | \$275,000.00 | \$0.00                      | \$15,227.04  | \$99,772.96             | \$160,000.00        | 42 %                        |  |                     |  |

710.735.5633

Polled 3/11/20 Pdh

| Amended Budget<br>\$275,000.00 |              | Encumbrances<br>\$23,477.04 |              | Expenses<br>\$91,522.96 |                     | YTD Balance<br>\$160,000.00 |  | Percent Used<br>42% |  |
|--------------------------------|--------------|-----------------------------|--------------|-------------------------|---------------------|-----------------------------|--|---------------------|--|
| Month                          | Budget       | Amendments                  | Encumbrances | Expenses                | Current YTD Balance | Percent Used                |  |                     |  |
| January                        | \$275,000.00 | \$0.00                      | \$100,000.00 | \$0.00                  | \$175,000.00        | 36 %                        |  |                     |  |
| February                       | \$0.00       | \$0.00                      | -\$76,216.96 | \$91,216.96             | \$160,000.00        | 42 %                        |  |                     |  |
| March                          | \$0.00       | \$0.00                      | -\$306.00    | \$306.00                | \$160,000.00        | 42 %                        |  |                     |  |
| April                          | \$0.00       | \$0.00                      | \$0.00       | \$0.00                  | \$160,000.00        | 42 %                        |  |                     |  |
| May                            | \$0.00       | \$0.00                      | \$0.00       | \$0.00                  | \$160,000.00        | 42 %                        |  |                     |  |
| June                           | \$0.00       | \$0.00                      | \$0.00       | \$0.00                  | \$160,000.00        | 42 %                        |  |                     |  |
| July                           | \$0.00       | \$0.00                      | \$0.00       | \$0.00                  | \$160,000.00        | 42 %                        |  |                     |  |
| August                         | \$0.00       | \$0.00                      | \$0.00       | \$0.00                  | \$160,000.00        | 42 %                        |  |                     |  |
| September                      | \$0.00       | \$0.00                      | \$0.00       | \$0.00                  | \$160,000.00        | 42 %                        |  |                     |  |
| October                        | \$0.00       | \$0.00                      | \$0.00       | \$0.00                  | \$160,000.00        | 42 %                        |  |                     |  |
| November                       | \$0.00       | \$0.00                      | \$0.00       | \$0.00                  | \$160,000.00        | 42 %                        |  |                     |  |
| December                       | \$0.00       | \$0.00                      | \$0.00       | \$0.00                  | \$160,000.00        | 42 %                        |  |                     |  |
| Total                          | \$275,000.00 | \$0.00                      | \$23,477.04  | \$91,522.96             | \$160,000.00        | 42 %                        |  |                     |  |
| Unposted Transactions          |              | \$0.00                      | (\$8,250.00) | \$8,250.00              | \$160,000.00        | 42 %                        |  |                     |  |
| Grand Total                    |              | \$275,000.00                | \$0.00       | \$15,227.04             | \$99,772.96         | 42 %                        |  |                     |  |

M20.736 - 5633

Pulled 3/11/20  
Pul

| Amended Budget<br>\$140,000.00 |              | Encumbrances<br>\$0.00 |              | Expenses<br>\$0.00 |                     | YTD Balance<br>\$140,000.00 |  | Percent Used<br>0% |  |
|--------------------------------|--------------|------------------------|--------------|--------------------|---------------------|-----------------------------|--|--------------------|--|
| Month                          | Budget       | Amendments             | Encumbrances | Expenses           | Current YTD Balance | Percent Used                |  |                    |  |
| January                        | \$140,000.00 | \$0.00                 | \$0.00       | \$0.00             | \$140,000.00        | 0 %                         |  |                    |  |
| February                       | \$0.00       | \$0.00                 | \$0.00       | \$0.00             | \$140,000.00        | 0 %                         |  |                    |  |
| March                          | \$0.00       | \$0.00                 | \$0.00       | \$0.00             | \$140,000.00        | 0 %                         |  |                    |  |
| April                          | \$0.00       | \$0.00                 | \$0.00       | \$0.00             | \$140,000.00        | 0 %                         |  |                    |  |
| May                            | \$0.00       | \$0.00                 | \$0.00       | \$0.00             | \$140,000.00        | 0 %                         |  |                    |  |
| June                           | \$0.00       | \$0.00                 | \$0.00       | \$0.00             | \$140,000.00        | 0 %                         |  |                    |  |
| July                           | \$0.00       | \$0.00                 | \$0.00       | \$0.00             | \$140,000.00        | 0 %                         |  |                    |  |
| August                         | \$0.00       | \$0.00                 | \$0.00       | \$0.00             | \$140,000.00        | 0 %                         |  |                    |  |
| September                      | \$0.00       | \$0.00                 | \$0.00       | \$0.00             | \$140,000.00        | 0 %                         |  |                    |  |
| October                        | \$0.00       | \$0.00                 | \$0.00       | \$0.00             | \$140,000.00        | 0 %                         |  |                    |  |
| November                       | \$0.00       | \$0.00                 | \$0.00       | \$0.00             | \$140,000.00        | 0 %                         |  |                    |  |
| December                       | \$0.00       | \$0.00                 | \$0.00       | \$0.00             | \$140,000.00        | 0 %                         |  |                    |  |
| Total                          | \$140,000.00 | \$0.00                 | \$0.00       | \$0.00             | \$140,000.00        | 0 %                         |  |                    |  |
| Unposted Transactions          | \$0.00       | \$0.00                 | \$0.00       | \$0.00             | \$140,000.00        | 0 %                         |  |                    |  |
| Grand Total                    | \$140,000.00 | \$0.00                 | \$0.00       | \$0.00             | \$140,000.00        | 0 %                         |  |                    |  |

740-737-5632

Filed 3/11/20

This is what it cost the City of Reynoldsburg W/O Combination jet Vac equipment. There is a 2 to 3 hours wait for OUP other Utilities before we can dig. Please Keep in Mind that these numbers are conservative. None of this information includes overtime pay or overtime holiday pay. These totals are for the whole year.

MB=Main Breaks

|                | MB | Hrs | Minutes | Tot Gal | Cost/year | Staff hrs | Staff cost |  | Total Cos   |
|----------------|----|-----|---------|---------|-----------|-----------|------------|--|-------------|
| 2016           | 24 | 96  | 5760    | 432,000 | \$226,973 | 384       | \$ 8,448   |  | \$235,421   |
| 2017           | 36 | 144 | 8640    | 648,000 | \$344,791 | 576       | \$12,960   |  | \$357,751   |
| 2018           | 40 | 160 | 9600    | 720,000 | \$387,914 | 640       | \$14,720   |  | \$402,634   |
| 2019           | 25 | 100 | 6000    | 450,000 | \$245,455 | 400       | \$ 9,400   |  | \$254,855   |
| Total of 4 yrs |    |     |         |         |           |           |            |  | \$1,250,661 |

\*Its assumed that each leak has running water at 75 gpm

\*each break is assumed 4 hrs. to fix with the water running at 60 psi and all pipe is 8" with an ¾ to 1 inch opening most breaks are worse than that and required 3 cubic yards of gravel aggregates with a 1 ton of top soil

\* with the 3 cubic yards and top soil this gives us close to the amount needed to remove with a back hoe.

\*Its assumed the average wage per hour is 22.00 to 23.50 and 4 staff members on the break

Since the Hydro Excavate / Vac Equipment is a non-destructive form of digging, OUPS is not required and work on the Break can start right away. Saving 2 to 3 hours of time. Time is Money lost. Also would only require 2 staff members to run the equipment.

This would have been the City of Reynoldsburg Cost if we'd had this piece of equipment. Less time to fix break, Half the Staff, less labor, less water loss, more efficient, This piece of equipment will reduce the amount of dirt required to dig to fix break.

This Piece of equipment has a 15-year life expectancy This Chart clearly shows that it would have paid for its self-over 3 years.

|                | MB | Hrs. | Minutes | Tot Gal | Cost/year | Staff hrs. | Staff cost  |              | Total Cos  |
|----------------|----|------|---------|---------|-----------|------------|-------------|--------------|------------|
| 2016           | 24 | 48   | 2880    | 216,000 | \$113,487 | 96         | \$ 2,112.00 |              | \$115,599  |
| 2017           | 36 | 72   | 4320    | 324,000 | \$172,396 | 144        | \$3,240.00  |              | \$175,636  |
| 2018           | 40 | 80   | 4800    | 360,000 | \$193,957 | 160        | \$3,680.00  |              | \$197,637  |
| 2019           | 25 | 50   | 3000    | 225,000 | \$122,727 | 100        | \$ 2,350.00 |              | \$ 125,077 |
| Total of 4 yrs |    |      |         |         |           |            |             |              | \$ 613,949 |
| Difference     |    |      |         |         |           |            |             | \$636,712.00 |            |

This does not include the cost saving to the dig area, work that will be perform with it that was performed with backhoe and Mini excavator. Like Curb, box repair, adjustment, replacement 2 days waiting on OUPS 2 to 4 hours to fix old way. New Equipment 45 minutes to 1.5 hrs. Valve Boxes, Fire hydrants same way.

I am sure there is a lot more than these few areas that I listed that we will use this equipment! To save Money and Time.



# **Water and Wastewater Department**

**Paul Hellman**

**614-322-4500 Phone**

## **ORDINANCE REQUEST**

---

**DATE:** November 8, 2021

**TO:** Public Service and Transportation Committee

**RE:** Amend water rate schedule to a 5% increase to all water users. This increase is 1% over City of Columbus' rate increase of 4% in order to maintain the City's costs and ability to complete maintenance projects.

---

Approval:

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

Emergency/Suspension: Emergency

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

**AN ORDINANCE 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 sixty one cents (\$8.61) per thousand gallons effective January 1, 2021 to~~ NINE DOLLARS AND FOUR CENTS (\$9.04) PER 1000 GALLONS EFFECTIVE JANUARY 1, 2022. A ten (10%) percent discount shall be applied to seniors (65 and older), but only up to the first ten thousand gallons of consumption.

## **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 for the financial needs of the city to ensure the effective date of January 1, 2022. Wherefore upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.

Utility Increase Comparison  
2022 Rate Increase

|                                                           |  |        |        |                  |        |        |        |
|-----------------------------------------------------------|--|--------|--------|------------------|--------|--------|--------|
| Sewer Rate 2021                                           |  | \$8.96 |        | Recommended Rate |        |        |        |
| Water Rate 2021                                           |  | \$8.61 |        | for 2022         |        |        |        |
| Increase from 2021 % Sewer                                |  | 5.00%  | \$9.41 | 6.00%            | \$9.50 | 5.50%  | \$9.45 |
| Increase from 2021 % Water                                |  | 4.00%  | \$8.95 | 5.00%            | \$9.04 | 4.50%  | \$9.00 |
| Based On Average Quarterly Usage                          |  | 24000  |        | 24000            |        | 24000  |        |
| Current Water/Sewer Rate 2021/1000 Gallons                |  | 17.57  |        | \$17.57          |        | 17.57  |        |
| Average Current Quarterly Bill                            |  | 421.68 |        | 421.68           |        | 421.68 |        |
| Proposed Water/Sewer Rate2021/1000 gallons                |  | 18.36  |        | 18.54            |        | 18.45  |        |
| Proposed Average Quarterly Bill                           |  | 440.70 |        | 444.91           |        | 442.81 |        |
| Estimated total rate increase water and Sewer 1000 gallon |  | 0.79   |        | 0.97             |        | 0.88   |        |
|                                                           |  |        |        |                  |        |        |        |
|                                                           |  |        |        |                  |        |        |        |
| .79 cents is what Columbus is charging,                   |  |        |        |                  |        |        |        |

Attachment: Utility Rate Increase Comparison (2022 Water Rates)

# **Water and Wastewater Department**

**Paul Hellman**

**614-322-4500 Phone**

## **ORDINANCE REQUEST**

**DATE:**           **November 8, 2021**

**TO:**             **Public Service and Transportation Committee**

**RE:**             City of Columbus is charging us a 5% increase in sewer rates for 2022. We will be increasing our sewer rate 1% higher than Columbus to allow for inflation and cost of living increases from 2021 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 2022 wastewater rate from (\$8.96) per 1,000 gallons, to nine dollars and fifty cent (\$9.50) per 1,000 gallons of usage. It is a 6% increase from 2021.

**Amend Wastewater Rate Schedule 6%, which increase to all Wastewater users, this increase is 1 % over City of Columbus rate.**

Approval:

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

Emergency/Suspension:      Emergency

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

**AN ORDINANCE 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 of Ordinances for the City of Reynoldsburg be and is hereby amended to read as follows:

# **Water and Wastewater Department**

**Paul Hellman**

**614-322-4500 Phone**

## 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, 2021 eight dollars and ninety six cents (\$8.96) per 1,000 gallons~~ January 1, 2022 AT THE RATE OF NINE DOLLARS AND FIFTY CENTS (\$9.50) 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 for the financial needs of the city to ensure the effective date of January 1, 2022. Wherefore upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.



Utility Increase Comparison  
2022 Rate Increase

|                                                           |  |        |        |                  |        |        |        |
|-----------------------------------------------------------|--|--------|--------|------------------|--------|--------|--------|
|                                                           |  |        |        | Recommended Rate |        |        |        |
| Sewer Rate 2021                                           |  | \$8.96 |        | for 2022         |        |        |        |
| Water Rate 2021                                           |  | \$8.61 |        |                  |        |        |        |
|                                                           |  |        |        |                  |        |        |        |
| Increase from 2021 % Sewer                                |  | 5.00%  | \$9.41 | 6.00%            | \$9.50 | 5.50%  | \$9.45 |
| Increase from 2021 % Water                                |  | 4.00%  | \$8.95 | 5.00%            | \$9.04 | 4.50%  | \$9.00 |
|                                                           |  |        |        |                  |        |        |        |
| Based On Average Quarterly Usage                          |  | 24000  |        | 24000            |        | 24000  |        |
|                                                           |  |        |        |                  |        |        |        |
| Current Water/Sewer Rate 2021/1000 Gallons                |  | 17.57  |        | \$17.57          |        | 17.57  |        |
|                                                           |  |        |        |                  |        |        |        |
| Average Current Quarterly Bill                            |  | 421.68 |        | 421.68           |        | 421.68 |        |
|                                                           |  |        |        |                  |        |        |        |
| Proposed Water/Sewer Rate2021/1000 gallons                |  | 18.36  |        | 18.54            |        | 18.45  |        |
|                                                           |  |        |        |                  |        |        |        |
| Proposed Average Quarterly Bill                           |  | 440.70 |        | 444.91           |        | 442.81 |        |
|                                                           |  |        |        |                  |        |        |        |
| Estimated total rate increase water and Sewer 1000 gallon |  | 0.79   |        | 0.97             |        | 0.88   |        |
|                                                           |  |        |        |                  |        |        |        |
|                                                           |  |        |        |                  |        |        |        |
|                                                           |  |        |        |                  |        |        |        |
| .79 cents is what Columbus is charging,                   |  |        |        |                  |        |        |        |

# **Street/Stormwater Department**

**Keith Kundtz**

**614-322-5800 Phone**

## **ORDINANCE REQUEST**

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**DATE:**            **November 8, 2021**

**TO:**             **Public Service and Transportation Committee**

**RE:**             **Agreement with Franklin Soil & Water for 2022. Funding will be from the 2022 Storm Water budget.**

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Approval:

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

This legislation will authorize an agreement with the Franklin Soil and Water Conservation District for 2022.

Please see the attached draft agreement for all of the relevant information.

This working agreement covers a reporting period starting January 1, 2022 and expires on December 31, 2022. The agreement is subject to the limitations of authorities, resources and policies of the Franklin Soil and Water Conservation District and the City of Reynoldsburg (the City).

1) Staff will provide watershed coordination assistance including:

- o In coordination with the City, write grants and secure funding for implementation projects in Headwaters Blacklick Creek watershed and the City of Reynoldsburg to help reduce the negative impacts of the streams in this watershed on the City of Reynoldsburg and enhance their positive contributions.

## **Street/Stormwater Department**

**Keith Kundtz**

**614-322-5800 Phone**

- o Pursue implementing stormwater runoff mitigation projects and other restoration efforts in the Dysart Run watershed particularly.
- o Assist in reviewing legislation and regulations related to stream impacts on landowners and stormwater.
- o Highlight as appropriate stormwater mitigation and stream restoration projects in Reynoldsburg through written materials, presentations and tours.
- o Provide assistance to residents as requested and appropriate.

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN  
INTERGOVERNMENTAL WORKING AGREEMENT WITH FRANKLIN SOIL AND  
WATER CONSERVATION DISTRICT TO SUPPORT THE BIG WALNUT  
WATERSHED COORDINATOR PROGRAM ADMINISTERED BY FRANKLIN SOIL  
AND WATER CONSERVATION DISTRICT IN COORDINATION WITH AND  
SUPPORT FROM MORPC AND THE STATE WATERSHED PROGRAMS WITH  
ODNR AND OHIO EPA**

WHEREAS, the City Reynoldsburg has an annual contract with the Franklin County Soil and Water Conservation District to benefit the City's stormwater management permit compliance regarding public education and outreach, post construction and overall stormwater management practices.

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 Intergovernmental Working Agreement with Franklin Soil and Water Conservation District to support the Big Walnut Watershed Coordinator Program administered by Franklin Soil and Water Conservation District at a cost of \$21,250.00.

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



# Franklin Soil and Water Conservation District

*Creating Conservation Solutions for Over 70 Years*

## 2022 Intergovernmental Working Agreement with City of Reynoldsburg

This working agreement covers a reporting period starting January 1, 2022 and expires on December 31, 2022. The agreement is subject to the limitations of authorities, resources and policies of the Franklin Soil and Water Conservation District and the City of Reynoldsburg (the City).

### **Franklin Soil & Water will provide the following services for the City:**

#### **Watershed Coordination for Big Walnut Watershed**

These items benefit the City's stormwater management permit compliance with public education and outreach, post construction and overall stormwater management program management.

Staff will provide watershed coordination assistance including:

- 1) In coordination with the City, write grants and secure funding for implementation projects in Headwaters Blacklick Creek watershed and the City of Reynoldsburg to help reduce the negative impacts of the streams in this watershed in the City of Reynoldsburg and enhance their positive contributions.
- 2) Pursue implementing stormwater runoff mitigation projects and other restoration efforts in the Dysart Run watershed particularly.
- 3) Assist in reviewing legislation and regulations related to stream impacts on landowners and stormwater.
- 4) Assist with promoting Community Backyards and Rain Garden Cost Share including possibly a display at the Tomato Festival.
- 5) Highlight as appropriate stormwater mitigation and stream restoration projects in Reynoldsburg through written materials, presentations and tours.
- 6) Provide assistance to residents as requested and appropriate.



- 7) Assist with compiling the Annual Report to Ohio EPA for 2021. This will include providing guidance, gathering materials and entering data into the OEPA database as needed and requested.
- 8) Provide an overview of permit requirements and guidance with updating stormwater management plan as needed.
- 9) As resources allow, review stormwater utility for opportunities and develop stormwater messaging for storm drains and yard waste in Nepali.

### **Minimum Control Measure No. 1 & 2:**

### **Public Education and Outreach; Public Participation and Involvement**

- 1) Provide stormwater and natural resource education updates to interested residents through newsletters, factsheets and website. Provide community PR staff, including Keith Kundtz and William Dorman, text, graphics and videos that can be used for newsletter articles, brochures, website and social media.
- 2) Contact 713 (7130/2/5) students K-12 through educational programs and materials. Education programs are targeted to stormwater and water quality. Work with City staff to increase contacts and programming within Reynoldsburg Schools.
- 3) Provide the City with Water Quality Partnership materials to reach out to City businesses. Target businesses with information on the community's stormwater program as well as actions they can take to improve water quality runoff. Businesses can sign a pledge for and commit to actions that will support the City's stormwater program goals. Participating businesses will receive a water quality partner window cling, periodic educational information and recognition on Franklin Soil and Water Conservation District's website. Staff will also continue outreach to remaining businesses who have signed up as community water quality partners.
- 4) Support developer outreach through Franklin Soil and Water Conservation District. The City will receive recognition in our Urban Review Newsletter that goes out about three times a year, in advertising for webinars and stormwater roundtables about 5 times a year. We will be sure to provide the MS4 community with a progress report for their Annual Report.
- 5) Staff will implement community backyard conservation incentive program. Participating residents will attend a storm water education workshop or participate in an online presentation. For their participation they will be eligible to receive up to a \$50.00 reimbursement for a rain barrel, compost bin or trees and plants. Up to \$1,000.00 in reimbursements will be available to residents. This program will be promoted at one community workshop.
- 6) Staff will implement the Pick Up Poop program (PUP). Educational information will be provided to pet owners on the impacts of pet waste on stormwater using materials and messaging developed by Northeast Ohio Sewer District and the City of Columbus. The



program will involve hot cards to explain the program, program display signs, a program webpage on Franklin Soil and Water's website, online and paper pledge forms for residents, and pet waste disposal bags with dispenser for program promotion and as an incentive for completing the pledge.

- 7) Promote rain gardens and offer up to 2 rain garden cost shares for residents, schools or businesses. This may include advertising, tours or public rain garden maintenance as well as \$500 in rebates provided in 2019 for rain garden cost share.

## **Minimum Control Measure No. 6: Good Housekeeping**

- 1) Provide a Good Housekeeping Workshop to City staff.

### **Compensation:**

The City shall compensate Franklin Soil and Water in the form of a grant in the amount of \$21,250. Funds will be expended as needed to meet the grant agreement and support Soil and Water's current mission and goals.

A list of services provided will be maintained by Franklin Soil and Water. A biannual report shall be provided to the City that will include: Activities completed in that 6-month period; and comparison of services provided and services anticipated.

In the event that assistance exceeds or is less than the estimated numbers for programs provided, the next year's grant will be adjusted accordingly to compensate for the previous year's numbers. Franklin Soil and Water reserves the right to request additional support for the current year if a request from the City is outside of this grant agreement and cannot be met with existing resources. If both parties agree that the amount of assistance provided is on target or close to target, the next year's grant will be calculated solely on anticipated assistance needed.

### **It is Mutually Agreed:**

That Franklin Soil and Water is a conservation technical and educational service agency and therefore is not granted regulatory authority in the Ohio Revised Code.

That the City and Franklin Soil and Water will meet when necessary to review and coordinate activities and programs related to working agreement.

That credit will be given jointly to Franklin Soil and Water and the City on products developed as part of this working agreement.

That this working agreement may be amended or terminated at any time by mutual consent of both parties, and that the agreement may be terminated by either party giving sixty (60) days notice in writing to the other.



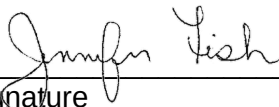


SIGNATURES

The signatures below certify consent on the above agreement.

12.10.a

FRANKLIN SOIL AND WATER CONSERVATION DISTRICT

|                                                                                   |          |          |
|-----------------------------------------------------------------------------------|----------|----------|
|  | Director | 10/26/21 |
| Signature                                                                         | Title    | Date     |

CITY OF REYNOLDSBURG

|           |       |      |
|-----------|-------|------|
|           |       |      |
| Signature | Title | Date |

Attachment: Reynoldsburg\_Working\_Agreement\_2022jf (002) (Agreement with Franklin Soil & Water for 2022)



**ESTIMATED COSTS FOR REYNOLDSBURG GRANT**

| ACTIVITY                                                                       |                                                                                                                                                                                                                                                                                                                               | Cost Estimate   |
|--------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| <b>Watershed Coordination</b>                                                  |                                                                                                                                                                                                                                                                                                                               |                 |
| Watershed Coordination Support                                                 | Provide support for watershed projects to benefit water quality, stream function and stormwater management in Reynoldsburg.                                                                                                                                                                                                   | <b>\$7,700</b>  |
| Stormwater Program Management Assistance                                       | Under watershed coordinator duties provide assistance in complying with Ohio EPA permit and submitting Annual Report                                                                                                                                                                                                          | <b>\$2,500</b>  |
| <b>MCM 1&amp;2</b>                                                             |                                                                                                                                                                                                                                                                                                                               |                 |
| Stormwater updates and draft text for articles in newsletters or as requested. | General Support                                                                                                                                                                                                                                                                                                               | <b>\$850</b>    |
| Student Programming Contacts                                                   | Stormwater education programming provided to 713 students.                                                                                                                                                                                                                                                                    | <b>\$3,150</b>  |
| Water Quality Partnership                                                      | Send out program materials to Reynoldsburg businesses and support to business completing pledges.                                                                                                                                                                                                                             | <b>\$1,150</b>  |
| Developer Outreach                                                             | Support and receive credit for developer outreach efforts through Franklin Soil and Water.                                                                                                                                                                                                                                    | <b>\$1,500</b>  |
| Community Backyards                                                            | Promote community backyards program within the City of Reynoldsburg, through website, press release, and social media. One workshop will also be organized and advertised in partnership with the City.<br><br>(\$700 for rebates (plus \$300 carryover from 2021), \$600 for workshop and \$1200 for program administration) | <b>\$2,500</b>  |
| PUP Program                                                                    | Educational information will be provided to pet owners on the impacts of pet waste on stormwater using materials and messaging                                                                                                                                                                                                | <b>\$1,000</b>  |
| Rain Garden Support                                                            | Support for rain garden promotion and maintenance.<br>\$500 for rain garden cost share included from 2019.                                                                                                                                                                                                                    | <b>\$500</b>    |
| <b>MCM 6</b>                                                                   |                                                                                                                                                                                                                                                                                                                               |                 |
| Good Housekeeping Workshop                                                     | Develop and provide a good housekeeping workshop to City of Reynoldsburg staff.                                                                                                                                                                                                                                               | <b>\$400</b>    |
| <b>TOTAL</b>                                                                   |                                                                                                                                                                                                                                                                                                                               | <b>\$21,250</b> |

Attachment: Reynoldsburg\_Working\_Agreement\_2022jf (002) (Agreement with Franklin Soil &amp; Water for 2022)



**Clerk of Council****Mollie Prasher****7232 East Main Street****Reynoldsburg OH 43068****614-322-6836 Phone****ORDINANCE REQUEST****DATE: November 8, 2021****TO: Public Service and Transportation Committee****RE: Zoning, Building and Development Fee Schedule Update**

Approval:

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

**AN ORDINANCE TO REPEAL CHAPTER 1305, SECTIONS 1305.01, 1305.02, AND 1305.03 AND REPLACE WITH SECTION 1305.01, AND RENUMBER SECTIONS 1305.04, 1305.05, 1305.06, 1305.07, 1305.08, 1305.09, 1305.10, 1305.11, AND 1305.12 OF THE CODIFIED ORDINANCES FOR THE CITY OF REYNOLDSBURG**

**WHEREAS**, the City's fee schedules were last adjusted on October 11, 2017, and under the direction of the Public Service Director, the City's fee schedule is set for review; and

**WHEREAS**, in order to have a proper understanding of what the new fees shall be, careful survey work of the fee schedules of the surrounding municipalities has been conducted with the following recommendation.

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

**SECTION 1.** That Sections 1305.01, 1305.02, and 1305.03 of Chapter 1305 of the Codified Ordinances for the City of Reynoldsburg be and is hereby repealed.

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

**SECTION 2.** That Sections 1305.01, 1305.02, and 1305.03 of Chapter 1305 of the Codified Ordinances for the City of Reynoldsburg be and is hereby replaced with 1305.01 and is hereby amended to read as follows:

See Exhibit “A” attached hereto and incorporated herein

**SECTION 3.** That Sections 1305.04, 1305.05, 1305.06, 1305.07, 1305.08, 1305.09, 1305.10, 1305.11, and 1305.12 of Chapter 1305 of the Codified Ordinances for the City of Reynoldsburg are hereby re-numbered.

**SECTION 4.** This Ordinance is hereby adopted by Council and shall be in effect thirty days following the signature by the Mayor.

## CHAPTER 1305 Permits and Fees

- 1305.01 Plan review fees.
- 1305.02 Residential fee schedule.
- 1305.03 Commercial fee schedule.
- 1305.04 Plumbing permit.
- 1305.05 Permit addresses.
- 1305.06 Certificate of occupancy.
- 1305.07 Demolition permit.
- 1305.08 Re-inspections.
- 1305.09 Contractor registration.
- 1305.10 Granting and revoking of permits.
- 1305.11 Exemptions.
- 1305.12 State fees.

### ~~1305.01 PLAN REVIEW FEES.~~

#### ~~(a) Residential Plan Review Fees Performed In-house.~~

- ~~— (1) New single family dwelling – \$75.00 (for initial review and 1 re-submittal);~~
- ~~— (2) New two and three family dwellings – \$50.00 per unit (for initial review and 1 re-submittal);~~
- ~~— (3) Alterations, additions, and accessory structures – \$40.00 (for initial review and 1 re-submittal);~~
- ~~— (4) Plan revision – \$25.00.~~

~~\*\*A non-refundable residential application deposit in the amount of fifty dollars (\$50.00) is required at the time of the application submittal. The deposit will be applied toward the plan examination and permit fees at the time of issuance.~~

#### ~~(b) Residential Plan Review Fees Performed by a Contracted Plan Reviewer.~~

- ~~— (1) One, two and three family dwellings – will be the plan review fee charged to the City of Reynoldsburg by the contracted plan reviewer, plus a twenty dollar (\$20.00) processing fee.~~
- ~~— (2) Alterations, additions, and accessory structures – will be the plan review fee charged to the City of Reynoldsburg by the contracted plan reviewer, plus a twenty dollar (\$20.00) processing fee.~~

~~\*\*A non-refundable residential application deposit in the amount of fifty dollars (\$50.00) is required at the time of the application submittal. The deposit will be applied, toward the plan examination and permit fees at the time of issuance.~~

~~(c) Commercial Plan Review Fees Performed by a Contracted Plan Reviewer. All buildings, accessory structures and residential structures above three family covered by the Ohio Building Code – will be the plan review fee charged to the City of Reynoldsburg by the contracted plan reviewer, plus a seventy-five dollar (\$75.00) processing fee.~~

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~~\*\*A non-refundable application deposit is required in the amount of two hundred dollars (\$200.00) at the time of the application submittal. The deposit will be applied toward plan examination and permit fees at the time of issuance.~~

~~(d) Note. The fees listed above do not include the State of Ohio one percent (1%) fee for residential or the State of Ohio three percent (3%) fee for commercial.  
(Ord. 60-17. Passed 6-12-17.)~~

#### 1305.02 RESIDENTIAL FEE SCHEDULE.

~~(a) All permits for work regulated by the Residential Code of Ohio.~~

~~(b) Permits for new buildings, additions/alterations to existing buildings shall be issued to include only the work shown on the approved plans or specifications.~~

~~(1) Residential building permit fees:~~

~~A. New structures (one, two and three family dwellings) \$300.00 plus \$8.00 per 100 square feet of living square footage per residence;~~

~~B. Additions, garages and accessory structures \$75.00 plus \$8.00 per 100 square feet;~~

~~C. Alterations, renovations, screened/enclosed porches, basement finishes \$75.00 plus \$7.00 per 100 square foot;~~

~~D. Decks \$75.00;~~

~~E. Minor building work\* \$50.00;~~

~~F. Demolition permits \$100.00.~~

~~(2) Residential electrical permit fees:~~

~~A. New electrical (one, two and three family dwellings, room additions, garages and accessory structures) \$50.00 plus \$4.00 per 100 square foot;~~

~~B. Alterations, renovations, screened/enclosed porches, basement finishes \$50.00 plus \$3.00 per 100 square foot;~~

~~C. Electrical service upgrade, temporary electric, generators \$50.00;~~

~~D. Minor electrical work\* \$50.00.~~

~~(3) Residential HVAC permit fees:~~

~~A. New HVAC (one, two and three family dwellings, room additions, garages and accessory structures) \$50.00 plus \$4.00 per 100 square foot;~~

~~B. Alterations, renovations, screened/enclosed porches, basement finishes \$50.00 plus \$3.00 per 100 square foot;~~

~~C. Replacement of furnace, A/C, heat pump, air handler, ventilation or water heater \$50.00 per unit;~~

~~D. Gas piping \$50.00;~~

~~E. Fireplace \$50.00;~~

~~F. Minor HVAC work\* \$50.00.~~

~~(4) Residential plumbing permit fees: Permit fees are determined by Franklin County Public Health. All permitting is completed by the City of Reynoldsburg.~~

~~(5) Residential swimming pool permit fees:~~

~~A. Above ground pool \$50.00;~~



- ~~— B. In-ground pool – \$100.00;~~
  - ~~— (6) Miscellaneous residential fees:~~
    - ~~— A. Certificate of occupancy – \$75.00;~~
    - ~~— B. Temporary certificate of occupancy – \$125.00;~~
    - ~~— C. Building inspection card replacement – \$50.00;~~
    - ~~— D. Inspection fee (to secure a building structure or site) – \$75.00;~~
    - ~~— E. Re-inspection fee – \$50.00;~~
    - ~~— F. Special inspections (inspections required/requested other than during regular business hours) – \$100.00 per hour;~~
    - ~~— G. Extension of a permit (which has expired for 180 days or less) – fee is one-half the amount required for a new permit;~~
    - ~~— H. Work started without a permit – twice the regular permit fees;~~
    - ~~— I. Industrialized units, pre-fabricated assemblies, relocated building(s) – \$150.00 per unit/building;~~
    - ~~— J. Temporary/construction office trailer – \$75.00 per trailer;~~
    - ~~— K. Antenna tower/satellite dish over eight feet in height – \$50.00.~~
    - ~~— L. Note: The fees listed here do not include the State of Ohio one percent (1%) fees.~~
  - ~~— \*Consultation with the Building Division is required to determine minor work.~~
- ~~(Ord. 60-17. Passed 6-12-17.)~~

#### 1305.03 COMMERCIAL FEE SCHEDULE.

- ~~— (a) All permits issued for work regulated by the Ohio Building Code.~~
- ~~— (b) Permits for new buildings, additions/alterations to existing buildings shall be issued to include only the work shown on the approved plans or specifications.~~
- ~~— (1) Commercial building permit fees:~~
  - ~~— A. New shell buildings – \$200.00 plus \$4.00 per 100 square foot;~~
  - ~~— B. New structures with finished interiors and additions – \$200.00 plus \$7.00 per 100 square foot;~~
  - ~~— C. Alterations, renovations, and tenant finishes – \$200.00 plus \$4.00 per 100 square foot;~~
  - ~~— D. Decks – \$100.00;~~
  - ~~— E. Demolition permit – \$200.00;~~
  - ~~— F. Tents (regulated by the Ohio Building Code) – \$50.00 for the first tent, \$25.00 for each additional tent.~~
  - ~~— G. Minor building work\* – \$75.00.~~
- ~~— (2) Commercial electrical permit fees:~~
  - ~~— A. New electrical shell buildings – \$100.00 plus \$3.00 per 100 square foot;~~
  - ~~— B. New electrical with finished interiors/additions – \$100.00 plus \$5.00 per 100 square foot;~~
  - ~~— C. Electrical alterations, renovations, and tenant finishes – \$100.00 plus \$3.00 per 100 square foot;~~

- ~~— D. Low voltage permit — \$75.00 plus \$2.00 per 100 square foot;~~
- ~~— E. Electrical service upgrade, temporary electric, generators — \$75.00;~~
- ~~— F. Electric pole base lighting — \$100.00 plus \$25.00 per pole;~~
- ~~— G. Minor electrical work\* — \$75.00.~~
- ~~— (3) Commercial HVAC permit fees:~~
  - ~~— A. New HVAC shell buildings — \$100.00 plus \$3.00 per 100 square foot;~~
  - ~~— B. New HVAC with finished interiors/additions — \$100.00 plus \$5.00 per 100 square foot;~~
  - ~~— C. HVAC alterations, renovations, and tenant finishes — \$100.00 plus \$3.00 per 100 square foot;~~
  - ~~— D. Replacement of furnace, A/C, heat pump, air handler, ventilation, cooling systems, boilers or water heater — \$75.00 per unit;~~
  - ~~— E. Kitchen exhaust hood, refrigeration or walk-in coolers — \$75.00;~~
  - ~~— F. Gas piping — \$75.00;~~
  - ~~— G. Fireplace — \$75.00;~~
  - ~~— H. Minor HVAC work\* — \$75.00.~~
- ~~— (4) Fire suppression permit fees:~~
  - ~~— A. New fire suppression shell buildings — \$100.00 plus \$2.00 per 100 square foot;~~
  - ~~— B. New fire suppression with finished interiors/additions — \$100.00 plus \$3.00 per 100 square foot;~~
  - ~~— C. Fire suppression alterations, renovations, and tenant finishes — \$100.00 plus \$2.00 per 100 square foot;~~
  - ~~— D. Kitchen hood suppression system — \$100.00;~~
  - ~~— E. Minor fire suppression work — \$75.00.~~
- ~~— (5) Fire alarm permit fees:~~
  - ~~— A. New fire alarm shell buildings — \$100.00 plus \$2.00 per 100 square foot;~~
  - ~~— B. New fire alarm with finished interiors/additions — \$100.00 plus \$3.00 per 100 square foot;~~
  - ~~— C. Fire alarm alterations, renovations, and tenant finishes — \$100.00 plus \$2.00 per 100 square foot;~~
  - ~~— D. Minor fire alarm work — \$75.00.~~
- ~~— (6) Commercial plumbing permit fees: Permit fees are determined by Franklin County Public Health. All permitting is completed by the City of Reynoldsburg.~~
- ~~— (7) Commercial sign permit fees:~~
  - ~~— A. Wall signs, projected signs, awning/canopy — \$50.00 each;~~
  - ~~— B. Ground sign or pole — \$100.00 each;~~
- ~~— (8) Commercial swimming pool permit fee:~~
  - ~~— A. Pools — \$150.00.~~
- ~~— (9) Miscellaneous commercial fees:~~
  - ~~— A. Certificate of occupancy — \$100.00;~~
  - ~~— B. Temporary certificate of occupancy — \$150.00;~~

- ~~— C. Building inspection card replacement – \$50.00;~~
  - ~~— D. Inspection fee (to secure a building structure or site or for the purpose of checking for compliance with, or changing the use group as defined by the OBC of an existing building with no work proposed which would require a plan approval) – \$75.00;~~
  - ~~— E. Re-inspection fee – \$75.00;~~
  - ~~— F. Special inspections (inspections required/requested other than during regular business hours) – \$100.00 per hour minimum of three hours;~~
  - ~~— G. Extension of a permit (which has expired for 180 days or less) – fee is one half the amount required for a new permit;~~
  - ~~— H. Work started without a permit – Twice the regular permit fees;~~
  - ~~— I. Industrialized units, pre-fabricated assemblies, relocated building(s) – \$150.00 per unit/building;~~
  - ~~— J. Temporary/construction office trailer – \$75.00 per trailer;~~
  - ~~— K. New communication tower – \$1,500;~~
  - ~~— L. Communication tower modification – \$500.00;~~
  - ~~— M. Note: The fees listed here do not include the State of Ohio three percent (3%) fees.~~
  - ~~— \*Consultation with the Building Division is required to determine minor work.~~
- (Ord. 60-17. Passed 6-12-17; Ord. 117-17. Passed 10-23-17.)

#### 1305.01 FEE SCHEDULE

(a) Note. The fees listed below do not include the State of Ohio one percent (1%) fee for residential or the State of Ohio three percent (3%) fee for commercial.

(b) All permits for work regulated by the Residential Code of Ohio.

(c) Zoning Fees

#### ZONING CERTIFICATE

|                                                                           |             |
|---------------------------------------------------------------------------|-------------|
| <u>Residential (Sheds, Decks, Swimming Pools, Driveway Modifications)</u> | <u>\$50</u> |
| <u>Non-Residential (Building/Site Modification, Accessory Structure)</u>  | <u>\$80</u> |
| <u>Fence Permit</u>                                                       | <u>\$35</u> |
| <u>Non-Residential/Home Occupation Permit</u>                             | <u>\$80</u> |

TEMPORARY ZONING CERTIFICATE

|                                                                 |                                                         |
|-----------------------------------------------------------------|---------------------------------------------------------|
| <u>Temporary Special Land Use Permit</u>                        | <u>\$50</u>                                             |
| <u>Temporary Portable Storage Unit*</u>                         | <u>\$30 Residential</u><br><u>\$100 Non-Residential</u> |
| <u>*Permit needed only if the unit stays longer than 7 days</u> |                                                         |

ZONING SIGN PERMIT

|                                          |              |
|------------------------------------------|--------------|
| <u>New Sign</u>                          | <u>\$100</u> |
| <u>Face Replacement In Existing Sign</u> | <u>\$35</u>  |

CONDITIONAL USE PERMIT

|                               |              |
|-------------------------------|--------------|
| <u>Conditional Use Permit</u> | <u>\$350</u> |
|-------------------------------|--------------|

VARIANCE

|                        |              |
|------------------------|--------------|
| <u>Residential</u>     | <u>\$200</u> |
| <u>Non-Residential</u> | <u>\$450</u> |

CERTIFICATE OF APPROPRIATENESS

|                                       |              |
|---------------------------------------|--------------|
| <u>Certificate of Appropriateness</u> | <u>\$200</u> |
|---------------------------------------|--------------|

SUBDIVISIONS

|                                         |                                                          |
|-----------------------------------------|----------------------------------------------------------|
| <u>Preliminary Plat</u>                 | <u>\$750 plus \$50 per lot</u>                           |
| <u>Final Plat</u>                       | <u>\$500</u>                                             |
| <u>Subdivision w/o Plat (Lot Split)</u> | <u>\$200 Residential</u><br><u>\$250 Non-Residential</u> |
| <u>Plat Modification/Vacation</u>       | <u>\$500</u>                                             |

DISTRICT CHANGE (REZONING)

|                                              |               |
|----------------------------------------------|---------------|
| <u>Residential District Change</u>           | <u>\$750</u>  |
| <u>Non-Residential District Change</u>       | <u>\$1000</u> |
| <u>Amendment of Development Plan or Text</u> | <u>\$500</u>  |

SITE PLAN REVIEW

|                               |                                        |
|-------------------------------|----------------------------------------|
| <u>Major Site Plan</u>        | <u>\$500</u>                           |
| <u>Engineers Staff Report</u> | <u>Determined By the City Engineer</u> |
| <u>Minor Site Plan</u>        | <u>\$250</u>                           |
| <u>Residential Site Plan</u>  | <u>\$50</u>                            |
| <u>Traffic Access Study</u>   | <u>\$1000</u>                          |
| <u>Traffic Impact Study</u>   | <u>\$4000</u>                          |

MISCELLANEOUS PLANNING AND ZONING CODE FEES

|                                                |                                                               |
|------------------------------------------------|---------------------------------------------------------------|
| <u>Requests for Additional Public Meetings</u> | <u>\$250 per meeting</u>                                      |
| <u>Zoning Verification Letter</u>              | <u>\$50</u>                                                   |
| <u>Zoning Map Fee</u>                          | <u>\$5</u>                                                    |
| <u>Special Flood Hazard Area Development</u>   | <u>Review fee set by the<br/>contracted plan<br/>reviewer</u> |



(d) Plot-Grade-Utility FeesPLOT-GRADE-UTILITY PLAN REVIEW

|                                       |                                                                             |
|---------------------------------------|-----------------------------------------------------------------------------|
| <u>Plot-Grade-Utility Plan Review</u> | <u>\$1500 Minimum or as determined by the fee schedule or city engineer</u> |
| <u>Storm Water Management Report</u>  | <u>\$500 if small than 5 acres</u><br><u>\$2250 if larger than 5 acres</u>  |
| <u>Utilities Study</u>                | <u>Determined by the city engineer</u>                                      |
| <u>Residential Development</u>        | <u>\$325 per sheet</u>                                                      |
| <u>Commercial Development</u>         | <u>\$325 per sheet</u>                                                      |
| <u>GIS</u>                            | <u>\$187.50 per sheet</u>                                                   |
| <u>Plan Changes</u>                   | <u>\$225</u>                                                                |
| <u>Floodplain Permit</u>              | <u>\$750 Residential</u><br><u>\$1500 Non-Residential</u>                   |
| <u>Additional Meetings</u>            | <u>\$250 per meeting</u>                                                    |

SMALL CELL WIRELESS PERMITS

|                                       |                               |
|---------------------------------------|-------------------------------|
| <u>New Small Cell Wireless Permit</u> | <u>\$250 per unit</u>         |
| <u>City Pole Attachment Fee</u>       | <u>\$200 Per Unit/Anually</u> |

(e) Residential Building FeesRESIDENTIAL PLAN REVIEW FEES (performed in-house)

|                                                                                             |                      |
|---------------------------------------------------------------------------------------------|----------------------|
| <u>New Single Family Dwelling (initial review and 1 re-submittal)</u>                       | <u>\$75</u>          |
| <u>New Two or Three Family Dwellings (initial review and 1 re-submittal)</u>                | <u>\$50 Per Unit</u> |
| <u>Alterations, Additions, and Accessory Structures (initial review and 1 re-submittal)</u> | <u>\$40</u>          |
| <u>Plan Revision</u>                                                                        | <u>\$85</u>          |

RESIDENTIAL PLAN REVIEW FEES (contracted plan reviewer)

|                                                         |                                                                                             |
|---------------------------------------------------------|---------------------------------------------------------------------------------------------|
| <u>One, Two, or Three Family Dwellings</u>              | <u>Review fee charged set by the contracted plan reviewer plus a \$20.00 processing fee</u> |
| <u>Alterations, Additions, and Accessory Structures</u> | <u>Review fee charged set by the contracted plan reviewer plus a \$20.00 processing fee</u> |

RESIDENTIAL BUILDING PERMIT FEES

|                                                                               |                                                                   |
|-------------------------------------------------------------------------------|-------------------------------------------------------------------|
| <u>New structures (One, Two, or Three Family Dwellings)</u>                   | <u>\$250 plus \$8 per 100 sq. ft. of gross space per resident</u> |
| <u>Additions, Garages, and Accessory Structures</u>                           | <u>\$75 plus \$8 per 100 sq. ft.</u>                              |
| <u>Alterations, Renovations, Screened/Enclosed Porches, Basement Finishes</u> | <u>\$75 plus \$7 per 100 sq. ft.</u>                              |
| <u>Decks</u>                                                                  | <u>\$75</u>                                                       |
| <u>Minor Building work *</u>                                                  | <u>\$50</u>                                                       |
| <u>Demolition permits</u>                                                     | <u>\$100 Per Building</u>                                         |

RESIDENTIAL ELECTRICAL PERMIT FEES

|                                                                                                               |                                      |
|---------------------------------------------------------------------------------------------------------------|--------------------------------------|
| <u>New electrical (One, Two, or Three Family Dwellings, Room Additions, Garage, and Accessory Structures)</u> | <u>\$50 plus \$4 per 100 sq. ft.</u> |
| <u>Alterations, Renovations, Screened/Enclosed Porches, Basement Finishes</u>                                 | <u>\$50 plus \$3 per 100 sq. ft.</u> |
| <u>Electrical Service Upgrades, Temporary Electrical, Generators</u>                                          | <u>\$75 Per Unit</u>                 |
| <u>Minor Electrical Work*</u>                                                                                 | <u>\$50</u>                          |

RESIDENTIAL HVAC PERMIT FEES

|                                                                                                         |                                      |
|---------------------------------------------------------------------------------------------------------|--------------------------------------|
| <u>New HVAC (One, Two, or Three Family Dwellings, Room Additions, Garage, and Accessory Structures)</u> | <u>\$50 plus \$4 per 100 sq. ft.</u> |
| <u>Alterations, Renovations, Screened/Enclosed Porches, Basement Finishes</u>                           | <u>\$50 plus \$3 per 100 sq. ft.</u> |
| <u>Replacement of Furnace, A/C, Heat Pump, Air, Ventilation or Water Heater</u>                         | <u>\$75 per unit</u>                 |
| <u>Gas Piping</u>                                                                                       | <u>\$65 Per Line</u>                 |
| <u>Fire place</u>                                                                                       | <u>\$50 Per Unit</u>                 |
| <u>Minor HVAC Work*</u>                                                                                 | <u>\$50</u>                          |

MISCELLANEOUS RESIDENTIAL FEES

|                                              |              |
|----------------------------------------------|--------------|
| <u>Certificate of occupancy</u>              | <u>\$100</u> |
| <u>Temporary Certificate of Occupancy</u>    | <u>\$125</u> |
| <u>Building Inspections Card Replacement</u> | <u>\$50</u>  |

|                                                                                               |                                      |
|-----------------------------------------------------------------------------------------------|--------------------------------------|
| <u>Inspection fee</u>                                                                         | <u>\$100</u>                         |
| <u>Re-Inspection fee</u>                                                                      | <u>\$125</u>                         |
| <u>Special inspections (inspections required/requested other than regular business hours)</u> | <u>\$150 per hour</u>                |
| <u>Extension of permit (which has expired for 180 days or less)</u>                           | <u>Half the original permit fee</u>  |
| <u>Work started without permit</u>                                                            | <u>Twice the original permit fee</u> |
| <u>Industrialized units, Pre-Fabricated assemblies, relocated building(s)</u>                 | <u>\$150 per unit/building</u>       |
| <u>Temporary/construction office trailer</u>                                                  | <u>\$75 per trailer</u>              |
| <u>Antenna Tower/ Satellite Dish over 8 feet in height</u>                                    | <u>\$50</u>                          |

Permits for new buildings, additions/alterations to existing buildings shall be issued to include only the work shown on the approved plans or specifications.

\*\*A non-refundable residential application deposit in the amount of one hundred dollars (\$100.00) is required at the time of the application submittal. The deposit will be applied, toward the plan examination and permit fees at the time of issuance.

(f) Commercial Building FeesCOMMERCIAL PLAN REVIEW FEES (contracted plan reviewer)

|                                                                                                                                  |                                                                                             |
|----------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| <u>All buildings, Accessories structures and Residential Structures above three (3) family covered by the Ohio Building code</u> | <u>Review fee charged set by the contracted plan reviewer plus a \$75.00 processing fee</u> |
|----------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|

COMMERCIAL BUILDING PERMIT FEES

|                                                             |                                                               |
|-------------------------------------------------------------|---------------------------------------------------------------|
| <u>New shell buildings</u>                                  | <u>\$200 plus \$4 per 100 sq. ft.</u>                         |
| <u>New structures with finished interiors and additions</u> | <u>\$200 plus \$7 per 100 sq. ft.</u>                         |
| <u>Alterations, Renovations, and Tenant Finishes</u>        | <u>\$200 plus \$4 per 100 sq. ft.</u>                         |
| <u>Decks</u>                                                | <u>\$130</u>                                                  |
| <u>Demolition permit</u>                                    | <u>\$150</u>                                                  |
| <u>Tents (regulated by the Ohio building code)</u>          | <u>\$50 for the first tent, \$25 for each additional tent</u> |
| <u>Minor work*</u>                                          | <u>\$75</u>                                                   |

COMMERCIAL ELECTRICAL PERMIT FEES

|                                                                 |                                       |
|-----------------------------------------------------------------|---------------------------------------|
| <u>New electrical shell buildings</u>                           | <u>\$100 plus \$3 per 100 sq. ft.</u> |
| <u>New electrical with finished Interiors/Additions</u>         | <u>\$100 plus \$5 per 100 sq. ft.</u> |
| <u>Electrical Alterations, Renovations, and Tenant Finishes</u> | <u>\$100 plus \$3 per 100 sq. ft.</u> |

|                                                                   |                                      |
|-------------------------------------------------------------------|--------------------------------------|
| <u>Low Voltage Permit</u>                                         | <u>\$75 plus \$2 per 100 sq. ft.</u> |
| <u>Electrical Service Upgrade, Temporary Electric, Generators</u> | <u>\$75 per unit</u>                 |
| <u>Electrical pole-based lighting</u>                             | <u>\$100 plus \$25 per pole</u>      |
| <u>Minor electrical work*</u>                                     | <u>\$75</u>                          |

#### COMMERCIAL HVAC PERMIT FEES

|                                                                                                                    |                                       |
|--------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| <u>New HVAC shell buildings</u>                                                                                    | <u>\$100 plus \$3 per 100 sq. ft.</u> |
| <u>New HVAC with finished interiors/additions</u>                                                                  | <u>\$100 plus \$5 per 100 sq. ft.</u> |
| <u>HVAC alterations, renovations, and tenant finishes</u>                                                          | <u>\$100 plus \$3 per 100 sq. ft.</u> |
| <u>Replacement of furnace, A/C, Heat pump, Air handler, Ventilation, cooling systems, Boilers or Water Heaters</u> | <u>\$150 per unit</u>                 |
| <u>Kitchen exhaust hood, refrigeration, or walk-in coolers</u>                                                     | <u>\$125 per unit</u>                 |
| <u>Gas piping</u>                                                                                                  | <u>\$100 per line</u>                 |
| <u>Fireplace</u>                                                                                                   | <u>\$50 per unit</u>                  |
| <u>Minor HVAC work*</u>                                                                                            | <u>\$75</u>                           |

#### COMMERCIAL SWIMMING POOL PERMIT FEES

|                                           |              |
|-------------------------------------------|--------------|
| <u>Pools ( in-ground or above ground)</u> | <u>\$225</u> |
|-------------------------------------------|--------------|

#### FIRE SUPPRESSION PERMIT FEES



|                                                                       |                                       |
|-----------------------------------------------------------------------|---------------------------------------|
| <u>New fire suppression shell buildings</u>                           | <u>\$100 plus \$2 per 100 sq. ft.</u> |
| <u>New Fire suppression with finished interiors/additions</u>         | <u>\$100 plus \$3 per 100 sq. ft.</u> |
| <u>Fire suppression alterations, renovations, and tenant finishes</u> | <u>\$100 plus \$2 per 100 sq. ft.</u> |
| <u>Kitchen hood suppression system</u>                                | <u>\$150 per hood</u>                 |
| <u>Minor fire suppression work*</u>                                   | <u>\$75</u>                           |

#### FIRE ALARM PERMIT FEES

|                                                                 |                                        |
|-----------------------------------------------------------------|----------------------------------------|
| <u>New Fire alarm shell buildings</u>                           | <u>\$100 plus \$2 per 100 sq. ft.</u>  |
| <u>New fire alarm with finished interiors/ additions</u>        | <u>\$100 plus \$3 per 100 sq. ft.+</u> |
| <u>Fire alarm alterations, renovations, and tenant finishes</u> | <u>\$100 plus \$2 per 100 sq. ft.</u>  |
| <u>Minor Fire Alarm Work*</u>                                   | <u>\$75</u>                            |

#### COMMERCIAL SIGN PERMIT FEES

|                                                   |                   |
|---------------------------------------------------|-------------------|
| <u>Wall Signs, Projected Signs, Awning/Canopy</u> | <u>\$100 each</u> |
| <u>Ground sign or Pole</u>                        | <u>\$75 each</u>  |

#### MISCELLANEOUS COMMERCIAL FEES

|                                           |              |
|-------------------------------------------|--------------|
| <u>Certificate of occupancy</u>           | <u>\$100</u> |
| <u>Temporary Certificate of Occupancy</u> | <u>\$175</u> |

|                                                                                                |                                                         |
|------------------------------------------------------------------------------------------------|---------------------------------------------------------|
| <u>Building Inspections Card Replacement</u>                                                   | <u>\$50</u>                                             |
| <u>Inspection fee</u>                                                                          | <u>\$100</u>                                            |
| <u>Re-Inspection fee</u>                                                                       | <u>\$125</u>                                            |
| <u>Special inspections (inspections required/requested other than regular business hours).</u> | <u>\$150 per hour with a minimum of three (3) hours</u> |
| <u>Extension of permit (which has expired for 180 days or less)</u>                            | <u>Half of the original permit fee</u>                  |
| <u>Work started without permit</u>                                                             | <u>Twice the original permit fee</u>                    |
| <u>Industrialized units, Pre-Fabricated assemblies, relocated building(s)</u>                  | <u>\$150 per unit/building</u>                          |
| <u>Temporary/construction office trailer</u>                                                   | <u>\$75</u>                                             |
| <u>New Communication tower</u>                                                                 | <u>\$1500</u>                                           |
| <u>Communication tower modification</u>                                                        | <u>\$500</u>                                            |

\*Consultation with the Building Division is required to determine minor work (Ord. 60-17, Passed 6-12-17; Ord. 117-17, Passed 10-23-17.)

\*\*A non-refundable application deposit is required in the amount of two hundred dollars (\$200.00) at the time of the application submittal. The deposit will be applied toward plan examination and permit fees at the time of issuance.

#### 1305.04-02 PLUMBING PERMIT.

(a) Plumbing permits shall be required as follows:

(1) For all buildings, a separate plumbing permit shall be required for each certified address.

(b) Plumbing permit fees will be the fee charged the City of Reynoldsburg by the contracted plumbing inspection provider.

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(c) Permits for private sewage disposal systems shall be obtained from Franklin County Public Health.

(Ord. 60-17. Passed 6-12-17.)

#### 1305.~~05-03~~ PERMIT ADDRESSES.

For all permits excluding plumbing, a separate permit shall be required for each certified address, unless otherwise directed by the Chief Building Official.

(Ord. 60-17. Passed 6-12-17.)

#### 1305.~~06-04~~ CERTIFICATE OF OCCUPANCY.

(a) No new building, or structure shall be used or occupied and no change in the existing type of occupancy classification of a building or portion thereof shall be made until the Chief Building Official has issued a certificate of occupancy.

(b) A separate certificate of occupancy shall be required for each certified address.

(Ord. 60-17. Passed 6-12-17.)

#### 1305.~~07-05~~ DEMOLITION PERMIT.

(a) A demolition permit shall be required for any work in conjunction with the demolition of any portion of an existing building or structure.

(b) No permit to remove or raze a building or accessory structure shall be granted until notice of the application therefore has been given to the owners of the lots adjoining the lot upon which the building or accessory structure is to be moved, and to the owners of wires or other impediments the removal of which will be necessary; not until a bond of not less than ten thousand dollars (\$10,000) has been filed with the Service Director to indemnify the City for damages.

(Ord. 60-17. Passed 6-12-17.)

#### 1305.~~08-06~~ RE-INSPECTIONS.

(a) In the event that work covered by any permit or inspection required by the Building Code is not installed or completed, or both, in accordance with the Building Code, thereby requires one or more re-inspections, the building inspector shall assess a fee for each re-inspection.

(b) The building inspector may waive the requirement for a re-inspection fee if it is determined that failure to complete or install the work according to the Building Code was caused by circumstance beyond the control of the contractor/owner.

(Ord. 60-17. Passed 6-12-17.)

#### 1305.~~09-07~~ CONTRACTOR REGISTRATION.

(a) Contractor registration shall be required by any contractor who may work in the City. All registrations expire on December 31st of the year issued. Contractors entering the City must apply prior to working their first job. Before the issuance of a contractor's

registration, each registrant shall furnish proof of premises operations liability insurance with a minimum combined bodily injury and property damage limit of five hundred thousand dollars (\$500,000) listing the City as the certificate holder or equivalent. The City also requires a thirty day notice of cancellation. All contractors must comply with all applicable building codes and codified ordinances of the City of Reynoldsburg. The Service Director of the City may revoke a contractor's registration if the work for which the permit is granted does not comply with applicable building codes or the construction specification requirements enforced by the City of Reynoldsburg.

(b) The fee for contractor registration is seventy-five dollars (\$75.00) per trade.

(c) A ten thousand dollar (\$10,000) bond will be required for any work approved by the Building Division occurring in the City right-of-way.

(d) The following contractors must have a license from the State of Ohio, and proof of insurance in order to obtain a City of Reynoldsburg contractor's registration including but not limited to:

- (1) Heating, ventilation, and air conditioning contractor;
- (2) Refrigeration contractor;
- (3) Hydronics contractor;
- (4) Electrical contractor;
- (5) Plumbing contractor; or
- (6) Fire protection contractor.

(e) The following contractors must provide proof of insurance in order to obtain a City of Reynoldsburg contractor's registration including but not limited to:

- (1) General contractor;
- (2) Concrete contractor;
- (3) Home improvement contractor;
- (4) Sign contractor;
- (5) Asphalt contractor;
- (6) Swimming pool contractor;
- (7) Low voltage contractor;
- (8) Excavation contractor;
- (9) Landscape contractor;
- (10) Masonry contractor;
- (11) Framing contractor;
- (12) Siding contractor;
- (13) Roofing contractor; or
- (14) Insulation contractor.

(f) General contractors shall list every subcontractor on each job. General contractors that intend to do work that would normally be done by a subcontractor shall obtain a registration for that trade in addition to the general license. Framing, masonry, drainage, siding, roofing, and insulation are considered normal functions of the general contractor. The general contractor may not perform subcontract functions unless he has a general contract for the entire building.

(g) The fee for starting work without registering as a contractor shall be twice the regular registration fee.

(Ord. 60-17. Passed 6-12-17.)

#### 1305.~~10~~-8 GRANTING AND REVOKING OF PERMITS.

(a) Permit Required. A permit shall be obtained before beginning construction, alteration or repairs, other than ordinary repairs (maintenance). Approval from all City departments shall be obtained before a permit will be granted.

(b) Any person wanting to do any work which requires a permit shall pay the required fees to the City of Reynoldsburg, Building Division at the time the permit is issued. The applicant shall reimburse the City for expenses involved for any plan review or other contracted consultant services required to satisfy needs for the issuance of a permit. Permits shall not be issued until these expenses and or fees have been paid.

(c) Any owner, contractor or authorized agent who desires to obtain a permit shall first make application to the Chief Building Official. Each application for a permit shall be filed with the Chief Building Official. The application shall be signed by the owner or his/her agent. The permit application shall contain a general description of the proposed work, site address, applicants address and any other information pertaining to the permit.

(d) When a permit is issued, there shall be no refund after the fees have been deposited into the City of Reynoldsburg accounts.

(e) A permit shall be revoked if after six months the work for which the permit is granted has not continuously progressed toward completion.

(f) Application for which no permit is issued within 180 days of filing shall be deemed expired. Reapplication shall include resubmittal of plans and fees. One extension of time for a period of not more than ninety days shall be permitted to be allowed by the Chief Building Official for the application, provided the extension is requested in writing and justifiable cause is demonstrated.

(g) A person holding an unexpired permit shall be permitted to apply for a one-time 180 day extension provided the person shows good and satisfactory reasons beyond control that the work cannot be commenced within the 180 day period from the original permit issue date. No additional fee is required for this one-time extension.

(h) A permit which has expired for 180 days or less shall be permitted to be renewed provided no changes have been made in the original plans and specifications and provided no code changes have taken place. The renewal fee shall be one-half the amount required for a new permit. Permits which have been expired for greater than 180 days require a new application and payment of the full permit fee.

(i) If a permit has been revoked for noncompliance, a new permit shall be obtained if the work is to be corrected and completed by another party.

(j) The fee for work started without a permit shall be twice the regular permit fee.

(Ord. 60-17. Passed 6-12-17.)

#### 1305.~~11~~-9 EXEMPTIONS.

(a) The building code shall be applicable to the buildings owned and occupied by the City, its departments and divisions; and the City shall comply with all building code requirements. The City shall be exempt from payment of fees relating to work performed solely by City employees upon City-owned buildings, structures or sites. Fees which may be exempt in such limited circumstances include those normally assessed for permits, certificates, inspections, and appeals. Work performed for the City by any other person, firm, or corporations shall comply fully with all building code requirements including payment of all applicable fees.

(b) The provisions of division (a) hereof also apply to the counties of Fairfield, Franklin, and Licking, the State of Ohio, the United States of America, the Truro Township Trustees, the Metropolitan Park Board, and the Reynoldsburg Board of Education.  
(Ord. 60-17. Passed 6-12-17.)

1305.~~12-10~~ STATE FEES.

(a) All construction permits issued for work regulated by the Ohio Building Code will be assessed a State fee of three percent (3%).

(b) All construction permits issued for work regulated by the Residential Code of Ohio will be assessed a State fee of one percent (1%).

(Ord. 60-17. Passed 6-12-17; Ord. 117-17. Passed 10-23-17.)



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


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**DATE:** November 8, 2021

**TO:** Finance and Administration Committee

**RE:** Development Agreement with Center Ice

---

Approval:

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

**AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A  
DEVELOPMENT AGREEMENT WITH THE CENTER ICE FOUNDATION OF  
CENTRAL OHIO FOR THE PURPOSE OF FUTURE SALE AND RE-DEVELOPMENT  
OF REAL ESTATE**

**WHEREAS**, the City of Reynoldsburg recently purchased real property he City has certain contiguous parcels of real property located in the City of Reynoldsburg, Franklin County, Ohio Parcel No. 060-003828-00 and City of Reynoldsburg, Licking County, Ohio Parcel No. 013-03039-00.000 (further referenced herein as "Development Site"); and

**WHEREAS**, approximately 4-5 acres on the Western portion of aforesaid property adjacent to Carlyle Drive is designated for commercial development, upon a Letter of Intent received by the City from the Daimler Group and is not considered part of the Development Site as referenced herein; and

**WHEREAS**, the Center Ice Foundation of Central Ohio, in partnership with a qualified, experienced developer, has committed to expend its private resources for the purpose of preparing a development plan consistent with the Comprehensive Master Plan; and

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

**WHEREAS**, the City of Reynoldsburg desires to enter into a Development Agreement with the Center Ice Foundation of Central Ohio setting forth the terms of any future transfer of the Development Site; and

**WHEREAS**, the City of Reynoldsburg further desires to enter into a Development Agreement with the Center Ice Foundation of Central Ohio, setting forth various minimum conditions for the preparation of a suitable development plan, which shall consist of the construction of an indoor ice facility and a multi-purpose athletic facility.

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

**Section 1.** The Mayor is hereby authorized and directed to enter into a Development Agreement with the Center Ice Foundation of Central Ohio, attached as Exhibit A, for the purpose of future sale and re-development of real estate identified as Franklin County, Ohio Parcel No. 060-003828-00 and City of Reynoldsburg, Licking County, Ohio Parcel No. 013-03039-00.000, excluding approximately 4-5 acres of the Western portion of the property that is subject to a Letter of Intent for commercial property.

**Section 2.** In accordance with The Charter of the City of Reynoldsburg and Chapter 175 of the Codified Ordinances of the City of Reynoldsburg, competitive bidding is not required and is hereby waived.

**Section 3.** That upon adoption by Council, this Ordinance shall be in effect thirty days following signature by the Mayor.

**DEVELOPMENT AND USE AGREEMENT****by and between****THE CITY OF REYNOLDSBURG, OHIO****and****CENTER ICE FOUNDATION OF CENTRAL OHIO, an Ohio not for profit corporation****as the Developer****Dated****as of****the Effective Date (as hereinafter defined)****Attachment: Development Agreement (Center Ice) (Development Agreement with Center Ice)**

## DEVELOPMENT AND USE AGREEMENT

THIS DEVELOPMENT AND USE AGREEMENT (this “Agreement”) is entered into as of November \_\_\_\_\_, 2021 (the “Effective Date”), by and between THE CITY OF REYNOLDSBURG, a municipal corporation and political subdivision duly organized and validly existing under the Constitution and laws of the State of Ohio (the “City”), and acting by authority of Ordinance No. \_\_\_\_\_, enacted on \_\_\_\_\_, 2021 (the “Development Agreement Ordinance”), and CENTER ICE FOUNDATION OF CENTRAL OHIO, an Ohio not for profit corporation, its successors, assignees, and/or designees (“Developer”).

### Recitals

A. The City has acquired, or has entered into an agreement to purchase or otherwise acquire, certain contiguous parcels of real property located in the City of Reynoldsburg, Franklin County, Ohio Parcel No. 060-003828-00 and City of Reynoldsburg, Licking County, Ohio Parcel No. 013-03039-00.000 as more particularly described on Exhibit A attached hereto (collectively the “Development Site”). The Development Site (or portion thereof) is currently unimproved and zoned for commercial use. The parties acknowledge that a portion (approximately 4-5 acres) of the Development Site to the West adjacent to Carlyle Drive is the subject of negotiations with a third party developer and is not considered part of the Development Site as defined herein. ▼

B. The City has determined that the development of the Development Site is in the best interest of the City and the health, safety and welfare of its residents, and is necessary for the purpose of the creation of jobs and employment opportunities in the City and to improve the economic and general welfare of City residents.

C. After extensive analysis, deliberation and review, the City formulated a strategy for development of the Development Site that embodies a compelling vision for the future of the City and its residents. This vision includes the construction and development of a multi-use, sports facility, with related amenities, including one or more NHL regulation size ice rinks, and other potential sports/athletics and ancillary uses including entertainment, health and wellness, and hospitality, creating a regional sports, wellness and entertainment destination that will benefit and enhance the community and spur economic development within and around the Development Site.

D. The Council of the City of Reynoldsburg, by the Development Agreement Ordinance, has authorized the sale of the Development Site to Developer upon the terms and conditions provided herein, which Development Agreement Ordinance is attached hereto as Exhibit B and incorporated herein.

E. Developer has demonstrated experience with planning, marketing, financing, developing and constructing the multi-use sports facility and had demonstrated the need for, and feasibility of, the multi-use sports, wellness and entertainment facility.

F. As a condition to the sale of the Development Site to Developer, the parties have

agreed that the Development Site shall be developed in accordance with a plan and schedule of development.

G. The City and Developer desire to collaborate in the redevelopment of the Development Site pursuant to the terms set forth in this Agreement.

NOW, THEREFORE, for valuable consideration paid, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree:

1. **Incorporation of Recitals.** The Recitals are incorporated herein to the same extent as if fully restated.

2. **Exclusive Right to Pre-Development Activities; Exclusive Developer Status.** The City covenants and agrees that throughout the Term (as hereinafter defined), Developer shall have the exclusive right to undertake pre-development activities with respect to redevelopment of the Development Site as a multi-use sports, wellness and entertainment facility. Pre-development activities shall include, without limitation, assessing development and use scenarios, preparing concept plans and design, conducting feasibility and financial analyses, seeking and marketing the Development Site to potential users in addition to the multi-use, sports facility, and otherwise undertaking such efforts commonly performed when assessing and preparing a site for such commercial development. The City further covenants and agrees that (a) Developer is designated as the exclusive developer for redevelopment of the Development Site and (b) the City will promptly direct to Developer all inquiries the City receives from potential users, tenants, developers or other parties interested in the Development Site. Developer covenants and agrees to use its best efforts in undertaking the pre-development activities so as to facilitate successful redevelopment of the Development Site. Developer further covenants and agrees to collaborate with and seek input from the City on design and uses for the redevelopment of the Development Site that are consistent with the City's zoning classification and master plan for the Development Site and surrounding area, and that will benefit and enhance the community and spur economic development within the City. It is understood that Developer may work in conjunction with third-parties in performing its obligations under this Section 2. In consideration of Developer's commitment to expend significant time, effort and expense to redevelop the Development Site as a multi-use sports, wellness and entertainment facility pursuant to the terms of this Agreement, the City shall not enter into an agreement for the development of, permit, or entertain any approvals for the construction of a multi-use sports, wellness and entertainment facility of the type contemplated by this Agreement, or any facility including an NHL regulation size ice rink, within the City of Reynoldsburg, Ohio, during the term of this Agreement.

3. **Right and Option to Acquire.** If, during the course of its predevelopment activities, Developer formulates a redevelopment plan for the Development Site consistent with the provisions of Section 2 that it deems feasible, Developer shall have the first right and option to acquire the Development Site from the City for ZERO Dollars (\$0.00). In such event, Developer and the City will work in good faith to negotiate a customary real estate purchase contract for the Development Site (the "Purchase Contract") consistent with the terms of this Agreement, which Purchase Contract at minimum will address or include, as applicable, the

following:

- (a) Developer shall have a contingency period sufficient in length for Developer to (i) conduct final due diligence and inspections (such as title and survey work, soils testing, appraisals, financing, etc.); (ii) negotiate lease terms with end-user(s); and (iii) obtain all non-appealable governmental approvals and permits necessary to commence construction of its development.
- (b) The City shall convey fee simple title to the Development Site to Developer by limited warranty deed free and clear of all liens and encumbrances except: (i) those created by or assumed by Buyer; (ii) those specifically set forth in this Agreement; (iii) zoning ordinances; (iv) legal highways; and (v) covenants, restrictions, conditions and easements of record that do not unreasonably interfere with Developer's intended use of the Development Site.
- (c) At closing, the City shall (i) pay all delinquent taxes, including penalties and interest, all assessments that are a lien on the date of closing and all agricultural use tax recoupments for years prior to the year of closing, (ii) pay all other unpaid real estate taxes and assessments relating to years prior to closing, and (iii) credit on the purchase price all real estate taxes, assessments and agricultural use tax recoupments for the year of closing, prorated through the date of closing. The proration of undetermined taxes shall be conclusively based upon a three hundred sixty-five (365) day year, the last available tax rate, and then-current valuation, giving due regard to applicable exemptions, recently voted millage, change in tax rate or valuation, etc., whether or not the same have been certified.
- (d) The Purchase Contract will contain customary representations and warranties from both the City and Developer.
- (e) Prior to entering into the Purchase Contract, the City and Developer will finalize an agreement with the City on the following:
  - i. Provide infrastructure assistance to or for the benefit of Developer, including, but not limited to, water and sewer capacity fee waivers for fees that are not pass through costs to the City of Columbus; obtaining, or being financially responsible for the costs associated with, a traffic study; constructing public infrastructure improvements not located on the Development Site that are identified in, and recommended by, the traffic study or otherwise required by the City or any other governmental agency; and acquiring and installing all traffic signalization identified in, and recommended by, the traffic study or otherwise required by the City or any other governmental agency.



ii. Provide financial incentives to or for the benefit of Developer for the development of a multi-use sports, wellness and entertainment facility as contemplated by the terms of this Agreement. Such incentives shall include, but are not limited to, the following:

1. The City shall enter into a Ground Lease with Developer or Developer's designee for the to-be-determined charitable portion of the Development Site, which Ground Lease shall have a term of ninety-nine (99) years and rent of One Dollar (\$1.00) for the entirety of the ninety-nine (99) year term.
2. The City shall convey the remainder of the Development Site by limited warranty deed to Developer or its designees.
3. The City shall establish mutually agreed upon funding mechanisms/incentives that are deemed to be most beneficial to the successful completion of the multi-use sports, wellness and entertainment facility contemplated by this Agreement, including, but not limited to, fee waivers, waived costs for permitting, and/or tax increment financing for the successful development of the facility.
4. The City shall fund all landscape architecture and land planning services by OHM through calendar year 2021 at no cost to Developer; provided, however that the total cost for such landscape architecture and land planning services does not exceed Eight Thousand and 00/100 Dollars (\$8,000.00).

(f) After the execution of this Agreement, the City will cooperate with Developer in its efforts to complete the development of a multi-use sports, wellness and entertainment facility as contemplated by the terms of this Agreement. Such cooperation shall include, but is not limited to, the following:

1. The City shall support the acquisition of one (1) or more liquor licenses by Developer or its designees within the Development Site.
2. The City shall take an active, participatory role in Developer's capital campaign, including, but not limited to, the identification of target donors, benefactors, and sponsors; facilitation of introductions to target donors, benefactors, and sponsors; attendance at key meetings and appearances; and access to the City's communications and media resources.

3. The City shall provide reasonable flexibility in cosmetic design standards, particularly in consideration of side and rear-facing cosmetic appearance and building materials, so as to ensure the feasibility of the multi-use sports, wellness and entertainment facility contemplated by this Agreement.

4. **Plan and Schedule of Development.** Developer agrees to exercise due diligence and good faith in the pursuit of a suitable development plan for the Development Site and provide a draft site plan to the City within six (6) months from the date of this Agreement.

5. **Access to Development Site.** At all times during the Term, Developer and Developer's consultants and contractors shall have access to the Development Site and all records of the City relating to the Development Site to conduct its predevelopment activities. Developer shall be permitted to erect a marketing sign on the Development Site. Developer agrees to indemnify and hold the City harmless from any injury or damage to persons or property caused by such access. Within twenty-one (21) days of the Effective Date, the City will provide Developer with a current ALTA/NSPS survey of the Development Site.

6. **Indemnification.** In addition to the obligations of the Developer, as set forth in this Agreement, except to the extent caused by the willful misconduct of City or its agents, employees or officials, the Developer shall indemnify, defend and hold harmless the City and its agents, employees and public officials from and against any and all suits, claims, damages, losses, costs or expenses (including reasonable attorney fees) arising out of, or resulting from (i) the construction and financing of any improvements made by Developer on the Development Site, (ii) claims, suits or actions of every kind and description when such suits or actions are caused by negligent, intentional, willful and/or wanton acts, and/or errors or omissions of the Developer, its officers, agents, employees, consultants, sub-consultants, contractors and/or subcontractors; and (iii) injury or damages received or sustained by any party because of the negligent, intentional, willful and/or wanton acts of the Developer, its officers, agents or employees, consultants, sub-consultants, contractors and/or subcontractors.

7. **Property Acquisition.** To the extent any of the parcels comprising the Development Site are not yet owned by the City as of the Effective Date, the City agrees to contract for and acquire fee simple ownership of such parcels and provide Developer with evidence thereof within sixty (60) days of the Effective Date.

8. **Term; Termination.** The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue until the date that is eighteen (18) months after the later of (a) the Effective Date, and (b) the date on which the City acquires fee simple ownership of the entire Development Site. The parties agree to extend this Agreement, in good faith, if the Developer has demonstrated progress toward development of the Development Site. This Agreement shall be subject to early termination as follows:

- (a) By mutual agreement of the City and The Developer.
- (b) By the City upon the occurrence of any of the following events:

- (i) Developer's material breach of this Agreement that is not cured within 30 days of receipt of written notice from the City or such longer period if such failure cannot be cured with due diligence within thirty (30) days so long as Developer commences to cure such breach within five (5) days after written notice and proceeds diligently and with reasonable dispatch to take all steps and do all work required to cure such breach, which notice shall set forth the nature of the material breach giving rise to the termination; or
  - (ii) Developer's bankruptcy, reorganization, arrangement for the benefit of creditors, insolvency, liquidation, or receivership or if similar proceedings are instituted by or against Developer under federal or state law that are not dismissed within sixty (60) days.
- (c) By Developer upon the occurrence of any of the following events:
- (i) The City's material breach of this Agreement that is not cured within 30 days of receipt of written notice from Developer or such longer period if such failure cannot be cured with due diligence within thirty (30) days so long as the City commences to cure such breach within five (5) days after written notice and proceeds diligently and with reasonable dispatch to take all steps and do all work required to cure such breach, which notice shall set forth the nature of the material breach giving rise to the termination; or
  - (ii) The City's bankruptcy, reorganization, arrangement for the benefit of creditors, insolvency, liquidation, or receivership or if similar proceedings are instituted by or against the City under federal or state law that are not dismissed within sixty (60) days.

9. **Insurance.** During the term of this Agreement, Developer shall, at Developer's sole cost and expense, maintain insurance having minimum liability limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate with excess liability coverage for \$2,000,000, and such insurance shall be purchased from companies authorized to do business in Ohio. The City shall be named as an additional insured and the insurance shall not be cancelled or modified without 30 days' prior written notice to the City. A certificate of insurance shall be provided to the City on or before the date on which Developer commences the services described in this Agreement and a new certificate of insurance for any replacement insurance shall be provided the City prior to the cancellation of any insurance required hereunder.

#### 10. **General Terms.**

- (a) *Governing Law and Venue.* The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. In regard to any litigation which may arise

in regard to this Agreement, the parties shall and do hereby submit to the jurisdiction of, and the parties hereby agree that the proper venue shall be proper in, the state and federal courts in and for Franklin County, Ohio.

- (b) *Assignability.* Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party; provided, however, that Developer may assign this Agreement to a party that is controlled by, under common control with, or that controls Developer without prior consent of, but with prior notice to, the City. Except as otherwise set forth herein, any attempted assignment without the written consent of the other party shall be void and of no effect.
- (c) *Binding on Successors.* This Agreement shall be binding upon the parties hereto, and their successors and assigns.
- (d) *Notices.* All notices, demands, requests, and other communications required or permitted hereunder shall be in writing and shall be deemed to be delivered when actually received through U.S. Express Mail, by electronic mail when delivered or any private express service (as evidenced by a written receipt), or, if earlier, and regardless of whether actually received (except where receipt is specified in this Agreement), four (4) days following deposit in a regularly maintained receptacle for the United States mail, registered or certified, return receipt requested, postage fully prepaid, addressed to the addressee at its address set forth below or at such other address as such party may have specified by notice delivered in accordance with this Section:

Developer: Center Ice Foundation of Central Ohio  
620 Brevard Circle  
Pickerington, Ohio 43147  
Attention: Kirstin Watts  
Email: [kwatts@centericefoundationOH.org](mailto:kwatts@centericefoundationOH.org)

With copy to: Fisher, Skrobot & Sheraw, LLC  
471 East Broad Street, Suite 1810  
Columbus, Ohio 43215  
Attention: Brett R. Sheraw  
Email: [bsheraw@fisherskrobot.com](mailto:bsheraw@fisherskrobot.com)

City: City of Reynoldsburg, Ohio  
7232 E. Main Street  
Reynoldsburg, Ohio 43068  
Attention: Joe Begeny, Mayor  
Email: [jbegeny@ci.reynoldsburg.oh.us](mailto:jbegeny@ci.reynoldsburg.oh.us)

With copy to: City of Reynoldsburg  
 Office of the City Attorney  
 7232 E. Main Street  
 Reynoldsburg, Ohio 43068  
 Attention: Chris Shook, City Attorney  
 Email: [cshook@ci.reynoldsburg.oh.us](mailto:cshook@ci.reynoldsburg.oh.us)

or at such other address as one party may designate by notice hereunder to the other party.

- (e) *Entire Agreement.* This Agreement contains the entire understanding between the parties with respect to the Development Site, and supersedes any prior understanding or agreements between them respecting the subject matter of this Agreement. There are no representations, arrangements, understandings, or agreements, oral or written, among the parties hereto relating to the subject matter of this Agreement, except those fully expressed herein. No changes, alterations, modifications, additions or qualifications to the terms of this Agreement shall be made or be binding unless made in writing and signed by each of the parties.
- (f) *No Third-Party Beneficiary.* There shall be no actual or intended third party beneficiaries to this Agreement.
- (g) *Headings.* The headings and titles herein are for the convenience of the reader and shall not be used to interpret this Agreement
- (h) *Severability of Provisions.* Each provision of this Agreement shall be considered severable and if for any reason any provision which is not essential to the effectuation of the basic purpose of this Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or effect those provisions of this Agreement which are valid.
- (i) *Waiver.* Any waiver of any terms and conditions hereof must be in writing, and signed by the parties hereto. The waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms and conditions hereof. Furthermore, the waiver by any party of any breach of this Agreement shall not operate or be construed to be a waiver of any subsequent breach of this Agreement.
- (j) *Counterparts.* This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart. A facsimile, PDF or other electronic copy of a signature of a party on this Agreement shall be fully effective as if an original signature.

Attachment: Development Agreement (Center Ice) (Development Agreement with Center Ice)

- (k) *Memorandum of Agreement or Affidavit of Facts.* If requested by either party, the parties agree to file a memorandum of agreement (“Memorandum”) or Affidavit of Facts (“Affidavit”), in form and substance satisfactory to the parties, in the Official Records of Franklin County, Ohio and/or Licking County, Ohio, whereby the exclusive option of Developer to acquire the Development Site pursuant to this Agreement shall be placed of record.

*Remainder of Page Intentionally Left Blank; Signature Page Follows*

Attachment: Development Agreement (Center Ice) (Development Agreement with Center Ice)



This Agreement has been executed by the parties as of the Effective Date.

CITY:

**The City of Reynoldsburg, Ohio,**  
an Ohio municipal corporation

By: \_\_\_\_\_  
Joe Begeny,  
Mayor

DEVELOPER:

**Center Ice Foundation of Central Ohio,**  
an Ohio not for profit corporation

By: \_\_\_\_\_  
Kirstin Watts,  
President

APPROVED AS TO FORM:

\_\_\_\_\_  
Chris Shook, Reynoldsburg City Attorney

Attachment: Development Agreement (Center Ice) (Development Agreement with Center Ice)

**CERTIFICATE**

(O.R.C. Section 5705.41)

The undersigned, the Auditor of the City of Reynoldsburg, certifies that the moneys required to pay that part of the Contract Sum coming due during the current fiscal year, under the Agreement to which this Certificate is attached have been lawfully appropriated for such purpose and are in the appropriate account of the City, or in the process of collection to the credit of the appropriate account or fund, free from any previous encumbrances. Moneys due in excess of the Contract Sum shall require an additional and separate Auditor's Certificate.

Dated: \_\_\_\_\_

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**Stephen M. Cicak, City Auditor**

Attachment: Development Agreement (Center Ice) (Development Agreement with Center Ice)

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


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**DATE:** November 8, 2021

**TO:** Finance and Administration Committee

**RE:** Daimler Letter of Intent

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Approval:

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

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LETTER OF  
INTENT WITH DAIMLER GROUP, INC. FOR FUTURE SALE AND COMMERCIAL  
DEVELOPMENT OF LAND OWNED BY THE CITY**

**WHEREAS**, the City of Reynoldsburg recently acquired real property for the purpose of re-development, containing certain contiguous parcels of real property located in the City of Reynoldsburg, Franklin County, Ohio Parcel No. 060-003828-00 and City of Reynoldsburg, Licking County, Ohio Parcel No. 013-03039-00.000 ("Development Site"); and

**WHEREAS**, the City has received a Letter of Intent signed by an authorized representative of the Daimler Group, Inc. for the purpose of purchasing approximately 4-5 acres of land on the Western portion of the Development Site; and

**WHEREAS**, the City has identified the Daimler Group, Inc. as a qualified, experienced developer capable of expending its private resources for the purpose of preparing a development plan consistent with the Comprehensive Master Plan; and

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

**WHEREAS**, the City of Reynoldsburg desires to enter into a Letter of Intent with the Daimler Group, Inc. setting forth the foundation of a future Development Agreement for the Western portion of the Development Site, which would consist of a medical office building.

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

**Section 1.** The Mayor is hereby authorized and directed to enter into a Letter of Intent with the Daimler Group, Inc., attached as Exhibit A, for the purpose of setting a foundation for a future Development Agreement for the sale and re-development of approximately 4-5 acres on the Western portion of Franklin County, Ohio Parcel No. 060-003828-00 and Licking County, Ohio Parcel No. 013-03039-00.000.

**Section 2.** In accordance with The Charter of the City of Reynoldsburg and Chapter 175 of the Codified Ordinances of the City of Reynoldsburg, competitive bidding is not required and is hereby waived.

**Section 3.** This Ordinance is hereby adopted by Council and shall be in effect thirty days following the signature by the Mayor.

October 19, 2021

City of Reynoldsburg  
Office of the Mayor  
7232 E. Main Street  
Reynoldsburg, Ohio 43068

**Subject:** Letter of Intent relating to a portion of Parcel #060-003828-00

Dear Mayor Begeny:

The purpose of this letter of intent is to set forth the general terms and conditions under which The Daimler Group, Inc., an Ohio corporation, and/or its assignee (the "Buyer"), would be prepared to enter into a Purchase and Sale Agreement with The City of Reynoldsburg, Ohio (the "Seller") for the purpose of purchasing approximately 4 to 5-acres out of the above-referenced property—generally located along the north side of Main Street at the westerly-most portion of such property (herein, the "Property"). Such general terms and conditions are as follows:

- The Property:* Approximately 4 to 5-acres out of Franklin County parcel #060-003828-00, as depicted on Exhibit A attached hereto, with the metes and bounds description of the configuration of that portion, to be mutually agreed upon between Buyer and Seller.
- Purchase Price:* \$190,000 per acre (included within such final configuration), excluding (i) any acreage located within an existing public right of way (ii) any acreage located within a wetland or below the high water mark of any streams or creeks, (iii) any acreage used for any easements that would prevent the Buyer from developing the Property for its intended purpose. The purchase price will be payable at closing, in cash or by wire transfer in immediately available funds. The Buyer will purchase the 100% fee simple interest in the Property.
- Earnest Money:* Within three (3) business days of the execution of the Purchase and Sale Agreement, Buyer will post an Earnest Money Deposit in the amount of \$25,000 ("Earnest Money Deposit"), which will be held by Esquire Title Services, Inc. through Karen Lash, in an interest bearing escrow account which shall accrue to the benefit of Buyer. The Earnest Money Deposit will be fully refundable to Buyer until the end of the Due Diligence Period, as the same may be extended, upon which time the Earnest Money Deposit will be non-refundable in the event Buyer defaults and fails to close on the Property. The Earnest Money Deposit, along with any interest thereon, will be applied to the Purchase Price at closing.
- Due Diligence Period:* 180 days commencing upon the execution of the Purchase and Sale Agreement. Seller shall have the right to extend the Due Diligence Period for an additional 60 days by depositing \$10,000 as additional Earnest Money Deposit prior to the expiration of the initial 180 days. .
- Due Diligence:* Buyer, at Buyer's sole expense, shall have until the expiration or earlier waiver of the Due Diligence Period as the same may be extended, to inspect any and all aspects of the Property and all improvements, fixtures and equipment, and all documents related to the Property, including, without limitation, leases, title work, surveys, and environmental assessments. Seller shall cooperate in making the Property reasonably available for such inspection(s). Seller will deliver to Buyer all of the Property's documents in its possession, including but not limited to those items listed in Exhibit B within five (5) business days of execution of the Purchase and Sale Agreement.

Attachment: Daimler Letter of Intent (Daimler Letter of Intent)



*Title:* At closing, Seller would convey to Buyer good, record, marketable and insurable fee simple title to the Property free of all liens, encumbrances, survey defects and claims of any kind except title matters that Buyer would specifically accept. Any existing financing or other monetary liens currently encumbering the Property would be retired prior to closing. Any prepayment penalties or other charges in conjunction with the repayment of any existing financing would be the responsibility of the Seller. At closing an owner's title insurance policy (with endorsements satisfactory to Buyer) would be issued to Buyer showing only encumbrances approved during the title diligence process.

*Pro-rations & Closing Costs:* All proration of property taxes and other items typically prorated shall be prorated as of the closing date.

**Buyer Costs:**

- a. the cost for providing an ALTA survey—in a format agreed to by Buyer and Seller to confirm the total acreage of the Property
- b. lender's title policy and any requested owner or lender title endorsements
- c. all stamps and taxes on any mortgage debt, if any
- d. Buyer's due diligence costs
- e. 1/2 of all escrow charges

**Seller Costs:**

- a. Brokerage fees
- b. Buyer's owner's title policy and title search and commitment fees
- c. Transfer tax (if any)
- d. 1/2 of all escrow charges
- e. Recording fees
- f. Seller's attorneys' fees
- g. CAUV recoupment

*Brokerage/Fees:* Other than with respect to Molly Leach of CBRE who has represented the Buyer in connection with the Property and who will be paid a real estate commission by Seller in the amount of 3% of the Purchase Price, Buyer and Seller each represent and warrant that they are not represented by any licensed real estate broker or agent with respect to this transaction. Each party shall indemnify the other against claims by any broker or agent arising out of the action of the indemnifying party.

*Closing Date:* 30 days after the expiration of the Due Diligence Period, as the same may be extended.

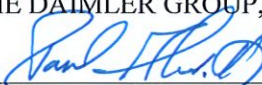
*Purchase & Sale Agreement (PSA):* Buyer will provide initial draft of the PSA within 7 business days of Seller accepting this offer. The PSA will contain the business terms as outlined in this Letter of Intent. The PSA shall also contain a provision that Buyer retains design review and use approval over the development and construction of any portion of the balance of the overall parcel—the intent of the foregoing is that Buyer (or more specifically Buyer's intended medical office building use) desires to ensure that it is locating the proposed medical building adjacent to a use that will not detrimentally impact its' use.



This letter is not intended to be, nor should it be construed as, a contract or an offer, the intention of the parties being that no contract shall arise unless and until such time as a formal and definitive Purchase and Sale Agreement acceptable to both parties has been completed, executed and delivered.

This letter supersedes all previous letters, documents or verbal communications delivered as expressions of intent with respect to the Property by either party to the other.

If you agree to the terms and conditions described in this letter of intent, please indicate your acceptance of same by signing a counterpart copy provided for that purpose and returning it to the undersigned no later than October 31, 2021.

**BUYER**  
THE DAIMLER GROUP, INC.  
By   
Paul Ghidotti, President

Agreed to and accepted this \_\_\_\_\_ day of October, 2021:

**SELLER**  
THE CITY OF REYNOLDSBURG

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Attachment: Daimler Letter of Intent (Daimler Letter of Intent)

## Exhibit B

- 1.) A current legal description of the Property and a copy of the most recent ALTA surveys and site plans of the Property.
- 2.) A copy of Seller's title insurance commitments and policies relating to the Property.
- 3.) A copy of all environmental, engineering and physical condition reports for the Property.
- 4.) Copies of the Property's real estate tax bills for the current and prior two (2) tax years and summary of any pending appeals.
- 5.) Copies of all service contracts & leases which affect the Property (if any).
- 6.) List of any recent capital improvements
- 7.) Schedule of any ongoing litigation related to the Property or ownership entity that would impact the transaction contemplated herein.
- 8.) Evidence of floodplain insurance (if applicable)

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


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**DATE:** November 8, 2021

**TO:** Finance and Administration Committee

**RE:** Purchase of NeoGov Software

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Approval:

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

Emergency/Suspension: Emergency

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

Explanation of legislation and need: For the agreement to be in effect by 1/1/2022

Statement of necessity for Emergency passage: Requesting three reads and waiving 30 day wait.

**Requesting the Authorization for the Mayor in to enter into a contract with Governementjobs.com, Inc. (dba NEOGOV) 300 Continental Blvd. Suite 565, El Segundo, CA 90245 for three years for software for application tracking and onboarding of staff. Cost for 2022 is \$5,922 and \$4,000 set up fee for a total of \$9,922; cost for 2023 will be \$9,870.75 and cost for 2024 will be \$13,161.**

**AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH GOVERNMENTJOBS.COM FOR NEOGOV SOFTWARE, AND DECLARING AN EMERGENCY**

WHEREAS, the Human Resources department has determined that the NEOGOV software system is an optimum system for employee application tracking and onboarding of staff and recommends that the City purchase this system and contract for the ongoing support of the new system; and

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

WHEREAS, the cost of the NEOGOV software system for 2022 including set-up is \$9,922.00, in 2023 a cost of \$9,870.75, and in 2024 a cost of \$13,161.00; and

WHEREAS, the Human Resource department is requesting this legislation be declared an emergency in order for the system to be installed and functioning in January 2022.

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 a contract with Governmentjobs.com for the purchase of NEOGOV software.

The agreement and all associated exhibits are attached as Exhibit "A" and shall be incorporated by reference herein.

SECTION 2. That \$9,922.00 will be included in the 2022 Budget.

SECTION 3. That this ordinance is deemed to be an emergency measure necessary for the financial needs of the City's government, and further to allow the purchase in a timely manner in order for a complete installation in January 2022; wherefore upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor.

# NEOGOV



Attachment: Neogov (NEOGOV Software Purchase)

## HUMAN RESOURCES MANAGEMENT SUITE

*for the public sector*

## Exhibit A Order Form

# NEOGOV

NEOGOV

Customer:

Governmentjobs.com, Inc. (dba "NEOGOV")  
300 Continental Blvd, Suite 565  
El Segundo, CA 90245  
United States  
billing@neogov.com

Reynoldsburg, City of (OH)  
7232 E. Main Street  
Reynoldsburg, OH 43068  
USA

Quote Valid From: 10/22/2021  
Quote Valid To: 11/21/2021

Quote Number: Q-03287  
Payment Terms: Annual Net 30

Employee Count: 180  
Order Summary

Year 1

| Service Description  | Start Date | End Date | Term Price |
|----------------------|------------|----------|------------|
| Insight Subscription |            |          | \$3,158.55 |
| Onboard Subscription |            |          | \$2,763.90 |
| Year 1 TOTAL:        |            |          | \$5,922.45 |

Year 2

| Service Description  | Start Date | End Date | Term Price |
|----------------------|------------|----------|------------|
| Insight Subscription |            |          | \$5,264.25 |
| Onboard Subscription |            |          | \$4,606.50 |
| Year 2 TOTAL:        |            |          | \$9,870.75 |

Year 3

| Service Description  | Start Date | End Date | Term Price  |
|----------------------|------------|----------|-------------|
| Insight Subscription |            |          | \$7,019.00  |
| Onboard Subscription |            |          | \$6,142.00  |
| Year 3 TOTAL:        |            |          | \$13,161.00 |

Attachment: Neogov (NEOGOV Software Purchase)



Year 1

| Service Description | Start Date | End Date | Term Price |
|---------------------|------------|----------|------------|
| Insight Training    |            |          | \$2,000.00 |
| Insight Setup       |            |          | \$0.00     |
| Onboard Training    |            |          | \$1,000.00 |
| Onboard Setup       |            |          | \$1,000.00 |
| Year 1 TOTAL:       |            |          | \$4,000.00 |

ORDER TOTAL: **\$32,954.20**

DRAFT

Attachment: Neogov (NEOGOV Software Purchase)

## A. Terms and Conditions

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at <https://www.neogov.com/service-specifications>. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the "Effective Date"). Unless otherwise stated in this Ordering Document, all SaaS Subscriptions shall commence on the Effective Date. This Ordering Document may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

**"Reynoldsburg, City  
of (OH)"**

**NEOGOV**

**Signature:**

\_\_\_\_\_

**Signature:**

\_\_\_\_\_

**Print Name:**

\_\_\_\_\_

**Print Name:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

Attachment: Neogov (NEOGOV Software Purchase)

**Human Resources Dept.****Sandra Boller****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6868 Phone****ORDINANCE REQUEST****DATE: November 8, 2021****TO: Finance and Administration Committee****RE:** City's Health Insurance for 2022 and 2023 with Medical Mutual of Ohio (MMO)

Approval:

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

Emergency/Suspension: Emergency

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

Statement of necessity for Emergency passage: To have health care coverage in place for employees on January 1, 2022.

Authorizing the Mayor to enter into a two-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, 2022 through December 31, 2023 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, 2022 THROUGH DECEMBER 31, 2023, 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, 2021; 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, 2022 through December 31, 2023.

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, 2022; 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**


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**DATE:** November 8, 2021

**TO:** Finance and Administration Committee

**RE:** Kirch Group Technology Contract 2022

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Approval:

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

Emergency/Suspension: Emergency

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

Statement of necessity for Emergency passage: To have an agreement in place for January 1, 2022 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, 2022 TO  
DECEMBER 31, 2022, 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, 2022 through December 31, 2022, 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 Reynoldsburg City Code Section 175, competitive bidding for said insurance is hereby suspended.

SECTION 3. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City’s government; and further the current agreement expires December 31, 2021; wherefore upon adoption by Council, this Ordinance shall be in effect on January 1, 2022 upon signature by the Mayor.



Contract Version 7.0.0\_REY (2022)

# Kirch Group Technology, LLC Service Agreement Contract

**Submitted to:**

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



Attachment: City of Reynoldsburg - SA Contract 2022 (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, pertaining to Covered Items, are disclosed on **Exhibit 2**.
3. **System Documentation.** Client shall provide all documentation relative to the Covered Items to KGT. Should documentation be unavailable, KGT will perform a site audit (at an additional cost) to obtain the required information.
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 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 the Client encounters, but KGT does represent that the Tech shall be provided to the 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. 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**, 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 as 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.

**TERM - Contract Effective Date: 1/1/2022 – 12/31/2022**

**CLIENT:**

City of Reynoldsburg

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

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**KGT:**

Kirch Group Technology, LLC

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

John Stickel, Managing Member

Date: \_\_\_\_\_

Attachment: City of Reynoldsburg - SA Contract 2022 (Kirch Group Technology Contract 2021)

**Exhibit 1A:**

“Covered Hardware:”

[THIS AREA WILL CONTAIN AN UPDATED INVENTORY OF HARDWARE ITEMS]

**Exhibit 1B:****“Covered Software:”**

## Client Operating Systems (OS):

- Microsoft Windows 8 and 8.1 (Pro, Enterprise, RT)
- Microsoft Windows 10 (Home, Pro, Enterprise)
- Microsoft Windows 11 (Home, Pro, Enterprise)

## Server Operating Systems (OS):

- Microsoft Windows Server 2012 (all)
- Microsoft Windows Server 2016 (all)
- Microsoft Windows Server 2019 (all)
- Microsoft Windows Server 2022 (all)

## Applications:

- Microsoft Office 2013
- Microsoft Office 2016
- Microsoft Office 2019
- Microsoft Office 365
- Microsoft Office 2021

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(s) for Errors
  - 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 Basic Security Check
- i. Cost Management and Control (IT Budget Assistance; if asked by Client)



**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 one business day 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 Related 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 Related 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 Related 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 visits. 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 occur during KGT's normal business hours of which are listed on our website. Our offices are closed on all National Holidays. If support in response to an ARTS request is performed at Client's request "after normal business hours", 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. A separate labor fee shall be applied for major software upgrades or new installations. Clients shall be quoted a price for new or replacement hardware prior to installation or repair. Labor fees associated with repair of hardware on the Covered Hardware Schedule are included in this Agreement, except where outlined on the Contract Price 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, 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. 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. No guarantee can be made that the issue will be resolved in the above stated time.
  - 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** is not permitted and is 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 of this Agreement (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:****“Contract Price Schedule:”****Service Agreement:**

Payment Schedule: Quarterly

Payment Amount: \$34,950.00

Invoice Date(s): 1/1/2022, 4/1/2022, 7/1/2022, 10/1/2022

Total Payment for Entire 2022 Contract: \$139,800.00

**Support Ticketing System:**

Payment Schedule: Quarterly

Payment Amount: \$1,050.00

Invoice Date(s): 1/1/2022, 4/1/2022, 7/1/2022, 10/1/2022

Total Payment for Entire 2021 Contract: \$4,200.00

***Note: Above prices do not include any applicable taxes.***



**Exhibit 13:****“Addresses, E-mail Addresses and Telephone Numbers:”**Client Address and Business Phone:

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

PH: (614)322-6800

Client Primary Contact (and secondary if applicable):

Sandra Boller  
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 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 8, 2021

**TO:** Finance and Administration Committee

**RE:** Renewal of Employee Life, ADD and Disability Insurance

---

Approval:

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

Emergency/Suspension: Emergency

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

Explanation of legislation and need: Employee Life, ADD and Disability Insurance effective 1/1/2022

Statement of necessity for Emergency passage: Passage at third read, waiving the thirty day waiting period.

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A RENEWAL CONTRACT WITH MUTUAL OF OMAHA FOR EMPLOYEE LIFE, ACCIDENTAL DEATH & DISMEMBERMENT, SHORT TERM DISABILITY AND LONG TERM DISABILITY INSURANCE FOR THE PERIOD OF JANUARY 1, 2022 THROUGH DECEMBER 31, 2022, AND DECLARING AN EMERGENCY**

WHEREAS, the City of Reynoldsburg has a contract with Mutual of Omaha Life Insurance Company for employee Life, Accidental Death & Dismemberment, Short Term Disability and Long Term Disability; and

WHEREAS, the previous contact with Mutual of Omaha Life Insurance Company expires on

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

December 31, 2021; and

WHEREAS, the Mayor has requested that Council authorize him to execute a renewal of that contract, which is attached hereto as Exhibit A and incorporated herein by reference on behalf of the City of Reynoldsburg.

NOW, THEREFORE, 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 Mutual of Omaha Life Insurance Company for employee Life, Accidental Death & Dismemberment, Short Term Disability and Long Term Disability beginning January 1, 2022 through December 31, 2022.

SECTION 2. That the contract is attached hereto as Exhibit A and incorporated herein on behalf of the City of Reynoldsburg.

SECTION 3. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City and further to have the health insurance plan in place on January 1, 2022; wherefore, upon adoption by Council this Ordinance shall be in effect immediately upon signature by the Mayor.



## **Renewal Information and Exhibits**

Prepared For:

**City of Reynoldsburg**

Group ID: G000B9KT

Renewal Effective Date: January 1, 2022



Thank you for choosing Mutual of Omaha Insurance Company or one of its affiliates, as City of Reynoldsburg's benefits provider. It has been our pleasure to provide City of Reynoldsburg with group benefits and services that are unique to its needs. We are committed to providing unparalleled service that will meet the needs of our customers.

Each renewal period, we analyze current benefit and rate structures to determine the appropriate rates for continued group insurance protection for your valued employees. This process includes recalculation of the premium rates to reflect factors like:

- Plan features
- Demographics
- Experience
- Any adjustments to our underlying rate structure

Based on our review, please find below the renewal rates for City of Reynoldsburg's benefit plans. We appreciate your business and look forward to the continued opportunity to meet your group insurance needs.

**Renewal Contact Information**

Elizabeth Torok  
Renewal Executive  
Cincinnati Group Office  
513/448-3773  
Elizabeth.Torok@mutualofomaha.com





## CITY OF REYNOLDSBURG

### LIFE AND AD&D

Rate Guarantee Period - January 1, 2022 to January 1, 2024

Additional Value Added Services Included - Travel Assistance/Identity Theft Assistance

### Life

| Current Monthly Premium | Renewal Monthly Premium | Renewal Monthly Premium Change |
|-------------------------|-------------------------|--------------------------------|
| \$1,547.07              | \$1,547.07              | \$0.00                         |

### Class Description

All Eligible Managers, Directors and Municipal Employees

All Eligible Police Officers & Sergeants, Excluding Police Lieutenants, Police Chiefs, Police Clerks & Police Dispatchers

All Eligible Police Dispatchers

All Active Managers, Directors and Municipal Employees not eligible for STD/LTD

Employee Rate Basis - per \$1,000

| Lives | Volume       | Current Rate | Renewal Rate |
|-------|--------------|--------------|--------------|
| 158   | \$11,900,500 | \$0.130      | \$0.130      |

### AD&D

| Current Monthly Premium | Renewal Monthly Premium | Renewal Monthly Premium Change |
|-------------------------|-------------------------|--------------------------------|
| \$238.01                | \$238.01                | \$0.00                         |

| Lives | Volume       | Current Rate | Renewal Rate |
|-------|--------------|--------------|--------------|
| 158   | \$11,900,500 | \$0.020      | \$0.020      |



## CITY OF REYNOLDSBURG

### VOLUNTARY LIFE AND AD&D

Rate Guarantee Period - January 1, 2022 to January 1, 2024

### Voluntary Life

| Current Monthly Premium | Renewal Monthly Premium | Renewal Monthly Premium Change |
|-------------------------|-------------------------|--------------------------------|
| \$1,613.45              | \$1,613.45              | \$0.00                         |

### Class Description

All Eligible Managers, Directors and Municipal Employees

All Eligible Police Officers & Sergeants, Excluding Police Lieutenants, Police Chiefs, Police Clerks & Police Dispatchers

All Eligible Police Dispatchers

All Active Managers, Directors and Municipal Employees not eligible for STD/LTD

Employee & Spouse Rate Basis - per \$1,000

| Age of Employee | Current Rate | Renewal Rate |
|-----------------|--------------|--------------|
| Less than 24    | \$0.06       | \$0.06       |
| 25-29           | \$0.08       | \$0.08       |
| 30-34           | \$0.09       | \$0.09       |
| 35-39           | \$0.11       | \$0.11       |
| 40-44           | \$0.18       | \$0.18       |
| 45-49           | \$0.30       | \$0.30       |
| 50-54           | \$0.50       | \$0.50       |
| 55-59           | \$0.78       | \$0.78       |
| 60-64           | \$1.21       | \$1.21       |
| 65-69           | \$2.18       | \$2.18       |
| 70-74           | \$3.90       | \$3.90       |
| 75-79           | \$6.43       | \$6.43       |
| 80-84           | \$13.04      | \$13.04      |
| 85-89           | \$13.04      | \$13.04      |
| 90-100          | \$13.04      | \$13.04      |

Child(ren) Rate Basis - per \$1,000

| Current Rate | Renewal Rate |
|--------------|--------------|
| \$0.16       | \$0.16       |

## Voluntary AD&D

| Current Monthly Premium | Renewal Monthly Premium | Renewal Monthly Premium Change |
|-------------------------|-------------------------|--------------------------------|
| \$167.88                | \$167.88                | \$0.00                         |

Employee & Spouse Rate Basis - per \$1,000

| Current Rate | Renewal Rate |
|--------------|--------------|
| \$0.03       | \$0.03       |

Child(ren) Rate Basis - per \$1,000

| Current Rate | Renewal Rate |
|--------------|--------------|
| \$0.04       | \$0.04       |



## CITY OF REYNOLDSBURG

### SHORT-TERM DISABILITY

Rate Guarantee Period - January 1, 2022 to January 1, 2024

### STD

| Current Monthly Premium | Renewal Monthly Premium | Renewal Monthly Premium Change |
|-------------------------|-------------------------|--------------------------------|
| \$1,207.23              | \$1,207.23              | \$0.00                         |

### Class Description

All Eligible Managers, Directors and Municipal Employees

Employee Rate Basis - per \$10 of Total Weekly Benefit

| Lives | Volume   | Current Rate | Renewal Rate |
|-------|----------|--------------|--------------|
| 84    | \$54,874 | \$0.22       | \$0.22       |



## CITY OF REYNOLDSBURG

### LONG-TERM DISABILITY

Rate Guarantee Period - January 1, 2022 to January 1, 2024

### LTD

| Current Monthly Premium | Renewal Monthly Premium | Renewal Monthly Premium Change |
|-------------------------|-------------------------|--------------------------------|
| \$1,257.23              | \$1,257.23              | \$0.00                         |

### Class Description

All Eligible Managers, Directors and Municipal Employees

Employee Rate Basis - per \$100 of Monthly Covered Payroll

| Lives | Volume    | Current Rate | Renewal Rate |
|-------|-----------|--------------|--------------|
| 84    | \$405,557 | \$0.31       | \$0.31       |

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


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**DATE:** November 8, 2021

**TO:** Finance and Administration Committee

**RE:** Updates to the Personnel Procedure Manual

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Approval:

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

Emergency/Suspension: Emergency

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

Explanation of legislation and need: To have in place and taking effect 1/1/2022

Statement of necessity for Emergency passage: Three read and passing as an emergency on third read waiving thirty day waiting period.

**AN ORDINANCE TO AMEND THE PERSONNEL PROCEDURE MANUAL  
REGARDING EMPLOYEE CONDUCT, HOURS OF WORK, OVERTIME, CALL IN  
PAY, VACATION LEAVE, AND DECLARING AN EMERGENCY**

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:



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

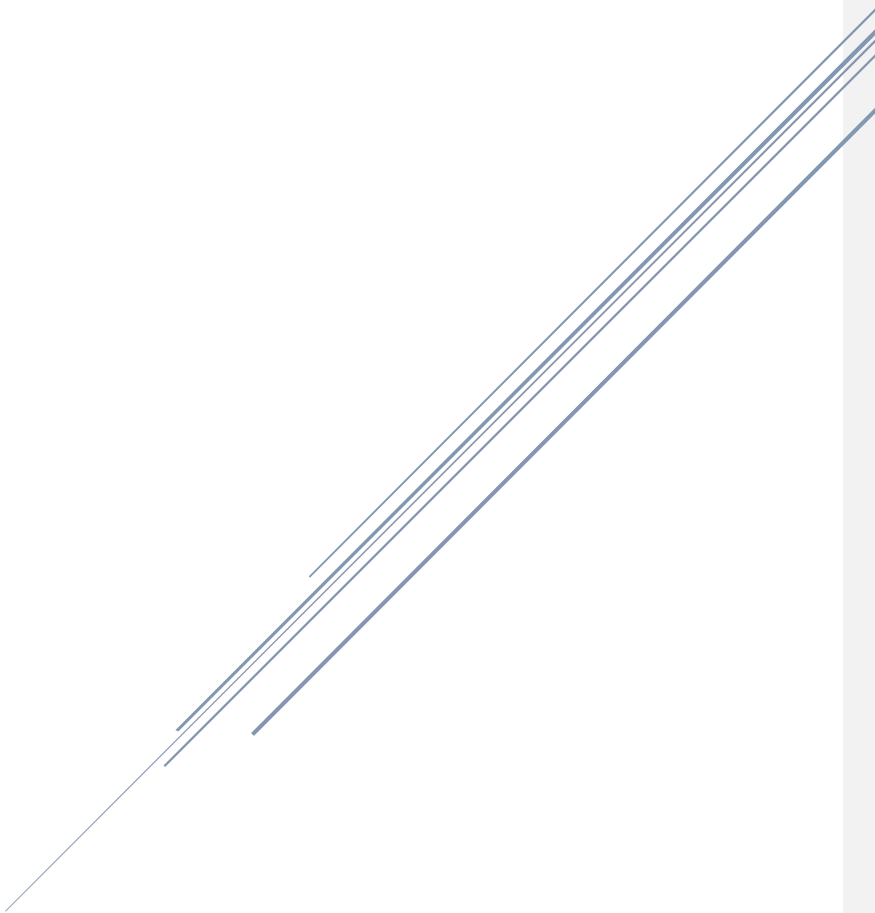
SECTION 1. That the City of Reynoldsburg Ohio Personnel Procedure Manual does hereby amended the Employee Conduct, Hours of Work, Overtime, Call in Pay, and Vacation Leave policies to read as follows:

See Exhibit “A” attached hereto and incorporated herein.

SECTION 2. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City and further to have the policy in place on January 1, 2022; wherefore, upon adoption by Council this Ordinance shall be in effect immediately upon signature by the Mayor.

# CITY OF REYNOLDSBURG

## PERSONNEL PROCEDURE MANUAL



Ordinance 75-18 passed 06/25/2018; updated 2/11/2019

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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.

**EMPLOYEE CONDUCT**

A fair, inclusive and respectful workplace is vital to all individuals and is essential to the success of the staff of the City of Reynoldsburg. Therefore, the City of Reynoldsburg is committed to promoting an environment where employees respect each other regardless of their roles or responsibilities, or the nature of their contributions.

Every employee of the City of Reynoldsburg has the right to work in a respectful workplace. In order to promote and sustain a workplace where all employees are treated with respect and dignity, regardless of their status or position, each employee is expected to show respect in all interactions with coworkers of interpersonal behavior, communication and professionalism.

**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        |
| Clerk of Council                   |                                   |

Public Safety Social Worker/Victim Advocate \*

Public Safety Social Worker/Victim Advocate Supervisor\*\*

\* Once the supervisor position filled, the Public Safety Social Worker/Victim Advocate position will be hourly.

\*\* Position being added to Chapter 160 for 1/1/2022.

### **COMPENSATORY TIME**

Employees may choose to take compensatory time for overtime worked in lieu of compensation if such choice is indicated during the pay period in which the overtime is worked and the request is approved by the Appointing Authority or designee.

- a. Compensatory time shall be credited to employees who are eligible for overtime pay at the rate of one and one-half (1½) hour for each overtime hour worked.
- b. Employee's compensatory time balance shall be limited to a maximum of 100 hours, therefore, they would have to use some of the compensatory time before they could accumulate more. Once an employee reaches 100 hours, they must take over-time pay until they drop below 100 hours.
- c. Employees shall have the option of receiving a cash payment for any or all hours accrued but unused compensatory time in that calendar year. Request for payout of comp time must be submitted by the 15<sup>th</sup> of October. The payment will be made at the employee's current

rate of pay and will be paid no later than mid-November of that year.

- d. Any hours which are not paid out will be carried over to the next calendar year and will be subject to a 100 hour maximum refillable bank for the following year.
2. Any overtime pay earned as a result of this section must be within the limits appropriated by City Council.
3. In case of death of an employee, any earned overtime hours worked credited to such employee shall be paid to the surviving spouse, or to the estate of the deceased, if there is no surviving spouse.
4. Upon separation from employment with the City for any reason, the employee (or spouse or estate upon employee's death) shall be entitled to payment for any accrued but unpaid overtime hours, including compensatory time hours accrued but not used. Such payment shall be at the overtime rate applicable to the employee's current rate of pay at the time of separation.

#### **CALL-IN PAY**

When an employee is called back to work by his supervisor for hours not abutting their regular work hours, the employee shall receive a minimum of ~~two (2)~~ three (3) hours pay at the employee's overtime rate. If the employee is called-in and works more than ~~two (2)~~ three (3) 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                            |

Effective January 1, 2022 any permanent part-time employee working 20 or more per week will begin earning vacation accruals based upon their total years of public service. For permanent half-time the accruals will be as follows:

| <u>Length of Service</u> | <u>Hours Earned Each Biweekly Pay</u> |
|--------------------------|---------------------------------------|
|--------------------------|---------------------------------------|



|                      |                   |
|----------------------|-------------------|
| <u>0-5 years</u>     | <u>1.54 hours</u> |
| <u>5-11 years</u>    | <u>2.31 hours</u> |
| <u>11-15 years</u>   | <u>3.08 hours</u> |
| <u>15 plus years</u> | <u>3.85 hours</u> |

For permanent three-quarter employee accruals will be as follows:

| <u>Completed Years of Service</u> | <u>Hours Earned Biweekly Pay</u> |
|-----------------------------------|----------------------------------|
| <u>0-5 years</u>                  | <u>2.31</u>                      |
| <u>5-11 years</u>                 | <u>3.47</u>                      |
| <u>12-15 years</u>                | <u>4.62</u>                      |
| <u>15 plus</u>                    | <u>5.78</u>                      |

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~~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).

#### **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. Juneteenth (June 19)
- f. Independence Day (July 4)
- g. Labor Day (first Monday in September)
- h. Veterans Day (November 11)
- i. Thanksgiving Day (fourth Thursday in November)
- j. Day after Thanksgiving
- k. Day before Christmas Day
- l. Christmas Day (December 25)
- m. Day before New Year's Day
- n. 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 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.

## **FLEET SAFETY POLICY**

### **A. Purpose**

This is a written plan detailing the operation of City of Reynoldsburg (City) owned vehicles. The intent of this plan is to establish policies and procedures that ensure a safe work environment for employees, a positive public image, and protect against liability for vehicle use.

### **B. Use of City of Reynoldsburg Owned Vehicle**

The use of City owned vehicles will be restricted to City employees at least eighteen (18) years of age, who retain a valid Ohio driver's license, and are engaged in the action of their official duties as an employee of the City. All operators shall observe the following:

1. All traffic laws are to be obeyed as outlined by the State of Ohio Bureau of Motor Vehicles or by General Statute;
2. Seat belts must be used anytime vehicle wheels are in motion. This applies to all city vehicles, any vehicle on city premises, and any vehicle used on city business. The driver is responsible for ensuring all passengers use seat belts;
3. Special endorsements or licenses required by the Ohio Department of Public Safety must be obtained and kept current by the employee;
4. The department head will assign and authorize the use of a City owned vehicles using this document as a guideline subject to approval of the Appointing Authority;
5. A copy of the employees' Motor Vehicle Report (MVR) shall be provided to Human Resources prior to permanent hiring of a new employee who will operate a City owned/leased vehicle-. A Motor Vehicle Report (MVR) will be ordered by the Human

Resources Department periodically for all City employees operating City owned/leased vehicles. This document will become part of the employee's personnel file, and shall be maintained by the Human Resources Department;

6. The operator shall maintain all insurance and documents required by the the Ohio Department of Public Safety in the glove box of his/her assigned vehicle;
7. City owned vehicles and installed equipment shall be properly maintained;
8. The City of Reynoldsburg shall not be responsible for personal items that are lost or stolen while in City owned vehicles;
9. NO USE OF ANY TOBACCO PRODUCTS will be allowed in City owned vehicles (Violation of this shall be subject to disciplinary action as outlined in the City of Reynoldsburg Personnel Procedure Manual);
10. Alcoholic beverages or any illegal drugs are not permitted in City vehicles at any time (Law Enforcement personnel, or authorized Public safety personnel may transport alcoholic beverages or drugs that have been lawfully confiscated or scheduled for use during training exercises);
11. For the purpose of this policy, the daily commutes to and from the employee's work location and normal meal periods within on-duty hours are considered official use for employees who are using a City owned vehicle for commuting to and from work or during their lunch period;
12. Passengers who are not City employees are not allowed to be transported in City vehicles except on official City business or if approved in writing by the employee's department head (employee and passenger (if 18 or older)

#### **C. Minimum Defensive/Safe Driving Expectations**

Use these safe driving practices at all times to help avoid crashes:

- Look ahead of your vehicle where you will be in the next 8-10 seconds, as far as possible on highways and two blocks ahead in city traffic.
- Keep eyes moving and scan for potential hazards -- shift eye attention every two seconds and don't focus on single objects or stare.
- Maintain safe following distance -- minimum of two seconds under good conditions and four seconds under poor weather/road conditions.
- Approach all intersections with caution and look Left-Right-Left before proceeding.
- Use directional signals early when making turns, lane changes, and passing maneuvers.
- Adjust mirrors properly before each trip and check them every 5-10 seconds while driving.
- Avoid backing whenever possible. If you must back, get out and check the area if vision behind the vehicle is restricted.
- Use headlights at all times for improved visibility.

#### **D. Vehicle Assignment**



Vehicle assignment shall be at the discretion of the individual department head. Vehicles assigned that are left at City facilities after hours shall be secured and stored in a protected location when available.

#### **E. Accident Reporting**

All motor vehicle accidents shall be reported immediately. In addition, the following is required for each accident:

1. Immediately notify the Police Department or the appropriate law enforcement agency to investigate all accidents involving City owned vehicles. For non-injury accidents, call the non-emergency number 614-866-6622 and identify yourself as a City employee driving a city owned vehicle. For injury accidents, call 911; and
2. Notify the direct supervisor/director and/or Human Resources.
3. The Department Head or Supervisor will be responsible for obtaining repair estimates and forwarding this information to Risk Management (Human Resources)
4. The Risk Manager shall be responsible for notifying the appropriate insurance related carrier to report any claims activity.

#### **F. Post-Accident Drug Test**

1. An employee shall submit to a post-accident drug test if he/she is involved in a traffic accident or for a violation of any law while operating a City owned vehicle or a personal vehicle while performing his or her duties as a City employee.
2. Any employee shall submit to a post-accident drug test if he/she is involved in an on-the-job accident where:
  - a. Death results;
  - b. Any person is injured and/or transported from the accident scene for medical attention;
  - c. Any of the vehicles must be towed from the scene; or
  - d. The employee is cited for a moving violation.
3. Any employee shall submit to a post-accident drug test if there is reasonable suspicion to believe that he or she is in violation of this policy by observed actions or physical evidence while performing his or her duties as a City employee.

#### **G. Employee Accountability**

All employees using City owned vehicles shall be accountable for their actions while operating City vehicles. The privilege to operate any City owned vehicle shall be suspended, restricted or revoked with cause by the Department Head or City Management. Accidents involving City owned vehicles or City of Reynoldsburg employees shall be investigated by

the police department. Findings will be presented to the Department Head.

#### **Driver Requirements:**

1. Each driver of a City owned vehicle must have a valid Ohio drivers/operator's license. Should an employee who drives a City owned vehicle be involved in an incident, on or off the job, where his/her license is suspended or revoked, the employee is obligated to inform his/her immediate supervisor and the Human Resources Director within 24 hours of the incident. Failure to inform the City of a suspended or revoked license shall result in disciplinary action according to the Personnel Policy.
2. Driver Disqualifications:
  1. No valid driver's license
  2. Currently insured with an SR22
  3. OVI conviction w/in five years of application or pled to a lesser charge (e.g. reckless operation)
  4. More than (1) OVI conviction as an adult
  5. More than (2) OVI convictions if one conviction was a juvenile
  6. Hit and run crash conviction
  7. Vehicular homicide or assault conviction
  8. More than two moving violations in the past three years (includes preventable or at-fault accidents).
  9. One (1) revocation or suspension of a driver's license as an adult, in effect, due to point's violations or by the courts, in the last five years unless applicant can show that the suspension was the result of an error by the BMV, a random selection or administrative overlap

#### **Driving of Personal Vehicles for City Business**

If job duties require use of a personal vehicle on company business, liability insurance with minimum limits of \$100,000/\$300,000 must be maintained.

#### **H. Moving Violations**

The employee operating the City owned vehicle shall be responsible for any fines or penalties as a result of a violation of the state of Ohio laws. Any violation, on or off duty, for speeding 10 mph or more over the speed limit, reckless driving, DWI, speeding in school zone, or other serious moving violation shall be reported to the Department Head within twenty-four (24) hours. Moving violations may be subject to disciplinary action. Drivers may be subject to random checks of their driving history. Failure to report a moving violation to your Department Head shall result in disciplinary action as outlined in the City of Reynoldsburg Personnel Policy.

## **I. Distracted Driving**

Distracted driving is any activity that diverts attention from driving, including talking or texting on your phone, eating and drinking, talking to people in your vehicle, fiddling with the stereo, entertainment or navigation system — anything that takes your attention away from the task of safe driving.

You cannot drive safely unless the task of driving has your full attention. Any non-driving activity you engage in is a potential distraction and increases your risk of crashing.

Employees are prohibited from using cellular telephones while operating a City owned or operated vehicle. If it is necessary for the employee to take a call, the employee shall pull off the road to a safe and nonhazardous location.

Emergency response or safety sensitive position employees are allowed to use cellular telephone devices. However, the use of the cellular phone shall be used with caution and constant observation of the road condition(s) or hazard(s) present at the time of driving.

The City prohibits any form of distracted driving which includes texting, emailing or reading emails while driving.

## **J. Vehicle Maintenance Procedures**

All requested or required maintenance procedures should be routed through the Fleet Maintenance Supervisor which will decide whether or not to initiate repairs in house or within outside contractor, based on description of procedure, timeline of repair, and current workload.

### **K. Cleaning of Vehicles**

1. Vehicles must be kept clean at all times. It is the assigned drivers obligation and responsibility to maintain the vehicle in clean condition.

### **L. Maintenance of Vehicles**

1. It is the responsibility of the assigned driver to report any maintenance or operational issues with a vehicle promptly.
2. The City Fleet Maintenance division will do servicing of all vehicles, unless the work cannot be conducted in house.
3. Special equipment installed on the vehicle (fire extinguisher, flashlights, gas cards, first aid kits, etc.) must stay within that vehicle at all times. Note: Special equipment shall be used only for official City use.
4. Fuel levels are to be checked and maintained daily.

5. The City Garage is not responsible for personal items that are lost or stolen while the vehicle is located at the City Garage or at an outside contracted facility.
6. No City employee is authorized to alter any equipment installed in a city vehicle or repair any city vehicle, with the exception of Fleet Maintenance equipment, which may be repaired by their respective personnel.

### **Equipment Citations**

Employees who operate City vehicles shall assure that their assigned vehicle is roadworthy. Any vehicle deemed unsafe should be reported to the Department Head and the City Fleet Maintenance Supervisor immediately. The operator should use good judgement to assure compliance with weight and marking regulations that apply to the vehicle he/she is operating.

### **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.

### **Medical Marijuana**

Medical Marijuana was legalized by the State of Ohio under House Bill 523 in 2016. However, medicinal use of marijuana has not been approved by the U.S. Food and Drug Administration (FDA). As such, the use of marijuana in any form for any purpose, authorized for medicinal purposes or unauthorized, is prohibited under the City's Drug Free Workplace Policy. 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.

There is nothing within in House Bill 523 that requires the City of Reynoldsburg as an employer to permit or accommodate an employees' use, possession, or distribution of medical marijuana.

The use of medical marijuana will not be considered a reasonable accommodation for an alleged disability. In addition, the law does not prohibit an employer from taking any adverse employment action because of an employee's or prospective employee's use, possession or distribution of medical marijuana.

The City reserves the right to test any employee for reasonable suspicion and post-accident. Employees that have a Commercial Driver's License are subject to random drug testing.

While CBD oils and supplements are not unlawful under Ohio law, employees must recognize some use of CBD products can result in a positive drug test for marijuana depending on the THC content. An employee who tests positive as a result of using CBD products is still subject to the City's drug free workplace policy.

#### **Drug and Alcohol Testing Policy**

In order to maintain a safe and healthful work environment, the City reserves the right to set standards for employment and to require employees to submit to physical examinations including blood or urine tests for alcohol, illegal drugs, or the misuse of legal drugs where there is reasonable suspicion that an employee's work performance is, or could be, affected by the condition.

Where the City has a reasonable suspicion to believe that the employee is in violation of this policy, it may require the employee to go to a medical clinic, at the City's expense, to provide blood and/or urine specimens. Reasonable suspicion shall generally mean suspicion based on personal observation by a City representative, including descriptions of appearance, behavior, speech, breath, or inexplicable behavior.

If requested, the employee shall sign a consent form authorizing the clinic to withdraw a specimen of blood or urine and release the test results to the City. Refusal to sign a consent form or to provide a specimen will constitute insubordination and a presumption of impairment and may result in discharge.

Any employee who tests positive may request retesting of the original specimen at their own expense.

Employees who return to work after the successful rehabilitation will be subject to random drug tests for a period of two years from the date of their return.

Employees subject to random drug tests who refuse to participate in the drug/alcohol testing and/or rehabilitation program or who continue to test positive for substance abuse will face additional disciplinary actions, up to and including removal.



Any employee involved in an accident may be subject to post accident alcohol and drug/alcohol testing.

Employees who are required to hold a commercial driver's license (CDL) will be required to participate in the City's drug and alcohol testing program as required by federal law which includes pre-employment testing, post-accident testing, random testing, reasonable suspicion testing, and return-to-work testing. Policies and procedures for these programs will be consistent with federal law and will be made available to employees required to hold CDL's and their supervisors.

Employee that hold a Commercial Driver's License (CDL) or Commercial Learner's permit (CLP) will be required to register the Federal Motor Carriers S – A (FMCSA) Clearinghouse and enter their personal information and the City of Reynoldsburg or their designee will have the requirement that the following personal information collected and maintained under this part shall be reported to the Clearing House

- A verified positive, adulterated, or substituted drug test result;
- An alcohol confirmation test with a concentration of 0.04 or higher;
- A refusal to submit to any test required by subpart C of this part;
- An employer's report of actual knowledge, as defined at § 382.107:
  - On duty alcohol use pursuant to § 382.205;
  - Pre-duty alcohol use pursuant to § 382.207;
  - Alcohol use following an accident pursuant to § 382.209; and
  - Controlled substance use pursuant to § 382.213;
- A substance abuse professional (SAP as defined in § 40.3 of this title) report of the successful completion of the return-to-duty process;
  - A negative return-to-duty test; and
  - An employer's report of completion of follow-up testing.

### **Discipline**

The City may discipline an employee, for any violation of this policy. Nothing herein shall be construed as a guarantee that the City will offer an opportunity for rehabilitation. Failure to successfully complete or participate in a prescribed rehabilitation program, if offered, shall result in the employee's discharge [including a refusal to test or a positive test result on a return to duty or follow-up test].

### **Refusal to Test**

Employees who refuse to submit to the required testing shall be subject to disciplinary action up to and including discharge. A refusal to test for purposes of this policy shall include:

- Failure to provide a sufficient sample provided there does not exist a valid medical explanation as to why the employee was unable to do so;
- Any conduct that attempts to obstruct the testing process such as unavailability, leaving the scene of an accident without proper authorization, delay in providing a sample, adulterating, substituting or attempting to adulterate or substitute a specimen during the testing process, regardless of whether such attempt results in a negative or positive diluted sample;
- Failure to execute or release forms required as part of the testing process.

### **Prescriptions/OTC Medications**

Employees must inform the City if they are taking any medication that may impair their ability to perform their job. Employees on such medications must provide a written release from their treating licensed medical practitioner indicating that they are capable of performing their essential job functions, with or without reasonable accommodation. Employees are prohibited from performing any City function or duty while taking legal drugs that adversely affect their ability to safely perform any such function or duty.

### **WORKPLACE VIOLENCE**

#### **Zero Tolerance**

The City is committed to providing a work environment that is safe, secure and free of harassment, threats, intimidation and violence. In furtherance of this commitment, the City enforces a zero tolerance policy for workplace violence. Consistent with this policy, threats or acts of physical violence, including intimidation, harassment, and/or coercion which involve or affect employees, or which occur on City property or at a worksite, will not be tolerated. Employees who are found to have committed acts of workplace violence will receive discipline and possible criminal prosecution, depending on the nature of the offense.

#### **Prohibited Acts of Violence**

Prohibited acts of workplace violence include, but are not limited to, the following: (1) hitting or shoving; (2) threatening harm to an employee or his family, friends, associates, or property; (3) intentional destruction of property; (4) harassing or threatening telephone calls, letters or other forms of written or electronic communications, including email and website postings; (5) intimidating or attempting to coerce an employee to do wrongful acts, as defined by applicable

law, administrative rule, policy, or work rule; (6) willful, malicious and repeated following of another person, also known as “stalking” and/or making threats with the intent to place another person in reasonable fear for his safety (7) suggesting or otherwise intimating that an act to injure persons or property is “appropriate”, without regard to the location where the suggestion or intimation occurs; and (8) unauthorized possession or inappropriate use of firearms, weapons, or any other dangerous devices on City property.

### **Warning Signs and Risk Factors**

The following are examples of warning signs, symptoms and risk factors that may indicate an employee’s potential for violence. In all situations, if violence appears imminent, employees should take the precautions necessary to assure their own safety and the safety of others. An employee should immediately notify management if they witness any violent behavior, including, but not limited to, the following: (1) hinting or bragging about a knowledge of firearms; (2) making intimidating statements such as: “You know what happened in Oklahoma City,” “I’ll get even,” or “You haven’t heard the last from me.”; (3) keeping records of other employees the individual believes to have violated departmental policy; (4) physical signs of anger, such as hard breathing, reddening of complexion, menacing stares, loudness, and profane speech; (5) acting out violently either verbally or physically; (6) excessive bitterness by a disgruntled employee or an ex-employee; (7) being a “loner,” avoiding all social contact with co-workers; (8) having a romantic obsession with a co-worker who does not share that interest; (9) history of interpersonal conflict; (10) domestic problems, unstable/dysfunctional family; and (11) brooding, depressed, strange behavior.

### **PERSONAL APPEARANCE**

The Appointing Authority reserves the right to prescribe appropriate attire and grooming and to set standards which are deemed to be in the best interest of the City and ensure an appropriate image for the City.

The Appointing Authority requires that an employee's clothing, grooming, and overall appearance be appropriate, in good taste, present a favorable public image, and be in conformity with regulations established by the City due to the specialized nature of service provided or the employment position maintained.

Clothing shall be conducive to the safe and effective performance of required job duties.

Certain employees may be required to wear regulation uniforms while on duty. The applicable departments may establish policies and procedures governing uniforms. When employees are required to wear a regulation uniform, the City shall provide the uniforms and/or provide a uniform allowance as prescribed by the City ordinance or applicable collective bargaining agreement.

Employees are required to keep uniforms neat, clean, and in good repair. City-issued uniforms may only be worn by employees while conducting official City business.

The City shall provide standard work clothing and safety equipment for all maintenance employees of the Parks and Recreation, Service, Street, Vehicle Maintenance, Water/Waste Water, Storm Water Utility and the Building Department employees. Each item of work clothing shall be suitably and permanently identified as belonging to the City. Any item unaccounted for shall be charged to the employee. Employees that are provided work wear will be required to wear it.

#### Non-Uniform Clothing

Employees not required to wear uniforms daily, may be provided shirts, sweaters, and jackets with the City of Reynoldsburg logo. The clothing may be worn for work at any time but are primarily to be worn for special events where it is desired the City of Reynoldsburg employees can be identified.

All clothing purchased must be approved colors and be branded with City of Reynoldsburg logo/name. Department directors are responsible approving clothing options with the City of Reynoldsburg logo.

While wearing city branded clothing, employees are to conduct themselves in a professional manner. This portion of the policy does negate the ability of the City of Reynoldsburg from providing protective clothing, boots, vests, gloves, aprons or other items deemed protective in nature and intended for specific purposes.

Uniforms or clothing purchased by the city and distributed to employees will be treated as a fringe benefit, included as wages to the employee and subject to withholding tax purposes unless not permit by law.

## **INVESTIGATIONS AND DISCIPLINE**

The City has the right to investigate all alleged disciplinary violations. Employees are required to cooperate fully during investigations. Employees who are the subject of a formal investigation have the right to be accompanied, represented, and advised by an attorney. For all employees, the failure to respond, to respond truthfully, or to otherwise cooperate in an investigation, shall be considered insubordination and may result in termination. Employees involved in an investigation shall not discuss the facts of the investigation during the pendency of the investigation.

Classified employees may be placed on a paid “administrative” leave of absence with pay pending an investigation. A classified employee who has been charged with a violation of law that is punishable as a felony may be placed on unpaid “administrative” leave, for a period not to exceed two months, pending an investigation. However, a classified employee who is placed on unpaid leave and is later exonerated of a felony must be reimbursed for lost pay, plus interest, and lost benefits. Unclassified employees may be placed on paid or unpaid leave pending an investigation.

Employees who have completed their probationary period and who are in the classified civil services may only be disciplined for just cause. Disciplinary action will be commensurate with the offense. Discipline for minor infractions will normally be imposed in a progressive manner with consideration given to the nature of the offense, prior disciplinary action, length of service, the employee’s position, the employee’s record of performance and conduct along with all other relevant considerations. Nothing in the policy shall be construed to limit the City’s discretion to impose a higher level of discipline under appropriate circumstances.

The following forms of misconduct constitute grounds for disciplinary action: incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, policy or work rule violations, conviction of a crime, failure of good behavior including a violation of ethics of public employment, failure to maintain licensing requirements, and any other acts of misfeasance, malfeasance, nonfeasance or any other reason set forth in O.R.C. § 124.34.

The property and image of the City is to be respected at all times; as such, an employee’s off duty conduct that could reasonably negatively impact the City may form the basis for discipline. Any comments or questions concerning the standard of conduct expected should be directed toward the employee’s immediate supervisor.

Employees have an obligation to immediately inform the City of any on-duty or off-duty arrests or convictions. An arrest or conviction may, or may not, result in discipline depending on the nature of the incident, the job performed, and other relevant considerations. Employees will not be granted vacation leave in order to serve jail time.

The filing or prosecution of criminal charges or other civil administrative investigations against an employee for alleged misconduct or criminal activity shall not be determinative as to appropriate disciplinary action, if any, under this policy. The City may investigate the employee's alleged misconduct or activities and determine the appropriate discipline, if any, without regard to pending administrative or criminal charges. The disposition of such administrative or charge is independent of a disciplinary investigation. Although the City may utilize information obtained during other investigations, the City's decision to take appropriate disciplinary action may or may not correspond with the filing, or non-filing, of criminal charges or civil actions. A felony conviction while employed with the City is just cause for termination.

Staff is responsible for reporting any incident or conduct they believe is inappropriate and/or in violation of City Policies and Procedures. This duty includes incidents actually observed, reported by residents, reported by staff, or suspected due to other facts.

When the City believes that discipline of a classified employee in the form of a paid or unpaid suspension, reduction or elimination of longevity pay, demotion or termination is possible, a pre-disciplinary conference shall be scheduled. Prior to the pre-disciplinary meeting, the employee will be provided with written notice of the charges against him. At the pre-disciplinary conference, the employee may respond to the charges or have his chosen representative respond. Failure to attend the pre-disciplinary conference shall be deemed a waiver of the conference.

Unclassified employees are not entitled to a pre-disciplinary conference.

Classified employees may appeal suspensions of more than three (3) days, reductions in pay or position, or removals to the Civil Service Commission consistent with the City's civil service rules.

### **COMPLAINT PROCEDURE**

Employees may have questions or concerns caused by misunderstandings in the application of policies, procedures and work rules. The City believes these questions and concerns heard promptly, and action taken to resolve or clarify a particular situation. Complaints regarding unlawful discrimination or harassment should be brought according to the unlawful discrimination and harassment policy contained in this manual.

All employees shall have the right to file a complaint without fear of retaliation. No employee shall be disciplined, harassed or treated unfairly in any manner as a result of filing a complaint. A complaint is defined as a disagreement between an employee and City as to the interpretation or application of official policies, departmental rules and regulations, or other disagreements perceived to be unfair or inequitable relating to treatment or other conditions of employment. The following is the procedure to be followed when an employee has a complaint as defined above:

**Step 1: Immediate Supervisor**

An employee having a complaint shall file it in writing with his Immediate Supervisor, as outlined in the procedure for his work unit. The employee's Immediate Supervisor will review the complaint and attempt to resolve the complaint within a reasonable time and will provide the employee with a written response. Step 1 may be bypassed by either the employee or Immediate Supervisor if the Immediate Supervisor lacks the authority to make a change and/or the Immediate Supervisor is the subject of the complaint.

**Step 2: Department Head**

Where the employee is not satisfied with Step 1 response of the Immediate Supervisor, the employee may submit the original complaint to the Department Head within seven (7) calendar days of the supervisor's written response. The Department Head will review all material provided and provide the employee with a written response in a timely manner.

**Step 3: Mayor (or Designee)**

Where the employee is not satisfied with the Step 2 response, the employee may submit the original complaint to the Mayor, or Designee, within seven (7) calendar days. The Mayor, or Designee, will review all material provided and will provide the employee with a written response in a timely manner.

**Step 4: Civil Service Commission**

1. If the complaint is not resolved, the aggrieved may file an appeal with the Appointing Authority within five (5) working days after receiving a reply from the Director as noted in Step 3. All decisions of the Appointing Authority are final, except those under the jurisdiction of the Reynoldsburg Civil Service Commission.
2. This grievance procedure will not apply to matters of reduction in pay, involuntary discharge, demotion, or suspension. There is a separate appeal process for classified employees under the Civil Service Commission to handle these problems.

Time limits as set forth in the procedure may be extended by mutual agreement of the parties in writing.

**DURATION OF RECORDS**

All actions of record will be maintained in each employee's personnel file throughout his period of employment, with the exception that any records of documented warnings will be removed from the file, upon the written request of the employee, one (1) year after such action was taken,



provided no further corrective action of the same or similar nature has occurred. Written reprimands will be removed from the file upon the request of the employee, two (2) years after such action was taken, provided no further corrective action of the same or similar nature has occurred. Suspensions shall be removed from the file, upon the employee's request, four (4) years after such action was taken, provided that no further corrective action of the same or similar nature has occurred and further provided that the City can show no compelling need to retain such records beyond this time limit. All actions of record including warnings, written reprimands, and suspensions removed from an employee's personnel file shall be maintained in a separate sealed file. Reductions in pay or position shall be removed from a personnel file and shall be maintained in a sealed file upon the employee's request, four (4) years after such action was taken provided that the City can show no compelling need to retain such records beyond this time limit. Removed records, maintained in a sealed file, may only be accessed by the City in response to and defense of allegations filed against the City or its officials by the employee or by a third party, but shall not be utilized for any other purpose including discipline, promotions, or assignments, or pursuant to applicable law.

Removed records shall be destroyed in accordance with the City Records Commission.

### **LACTATION BREAKS**

Employees who have recently given birth will be allowed a reasonable break time in order to nurse or express breast milk, for up to one year after the child's birth. The employee will be provided appropriate space, other than a bathroom, that is shielded from view and free from intrusion from workers and members of the public. Lactation breaks under this policy should, to the extent possible, run concurrently with any other break time available to the employee.

### **CONCEALED CARRY**

Consistent with the Ohio Revised Code, no employee, contractor, client or other individual may carry, possess, convey or attempt to convey a deadly weapon or ordnance onto the property of the City. A valid concealed carry license does not authorize an individual to carry such a weapon onto these premises. Law enforcement officers specifically authorized to carry a firearm are exempted from this provision and may be permitted to carry a concealed weapon.

City employees are prohibited from carrying firearms any time they are working for the City or acting within the course and scope of employment. These situations include, but are not limited to attending training sessions or seminars, wearing a City identification badge, uniform, or other

City issued paraphernalia that an employee is required to wear relative to their employment and working in resident's homes or other sites off City premises. Except for law enforcement officers, no employee or member of the public may carry, transport, or store a concealed weapon, firearm, or ammunition in a City owned vehicle.

This policy does not prohibit employees, possessing a valid license to carry a concealed handgun, from transporting and/or storing a firearm or ammunition in their personal vehicle at work locations where their personal vehicle is otherwise permitted to be (e.g. City Parking Lot). However, the employee must leave the firearm and ammunition in their personal vehicle. Employees are neither permitted to remove their firearm or ammunition from their personal vehicles while at work locations nor are they permitted to bring a concealed firearm or ammunition into a City owned building. The employee's firearm and ammunition must be stored in their personal vehicle in accordance with the storage provisions of the Concealed Carry statute. The firearm and ammunition must be in a locked vehicle either in the glove compartment, a lock box or the trunk.

Employees shall immediately contact a supervisor if they suspect an employee or member of the public is carrying a concealed weapon, firearm, or ammunition on City premises. Employees are required to immediately contact a supervisor if they suspect an employee to be carrying a concealed weapon or firearm in violation of this policy at any time while they are working for the City, acting within the course and scope of employment, or acting as a representative of the City.

#### **AUDITOR OF STATE FRAUD REPORTING SYSTEM**

The Ohio Auditor of State's Office maintains a system for reporting fraud, including the misuse of public money by any official or office. The system allows all Ohio citizens, including public employees, the opportunity to make anonymous complaints through a toll free number, the Auditor of State's website, or the United States mail. Contact information is as follows:

Telephone: 1-866-FRAUD OH (1-866-372-8364)  
 US Mail: Ohio Auditor of State's Office  
 Special Investigations Unit  
 88 East Broad Street  
 P.O. Box 1140  
 Columbus, OH 43215  
 Web: [www.ohioauditor.gov](http://www.ohioauditor.gov)

### **CONTACT WITH NEWS MEDIA/RESIDENTS**

Any employee contacted by the news media or a citizen on a matter related to City operations should direct the caller to contact the Appointing Authority or designee. This policy is designed to avoid duplication, assure accuracy, and protect employees and the City from the dissemination of misstatements and misinformation.

This policy does not prohibit employees from making a public statement, in their off duty hours, on matters of public concern. However, this policy does prohibit employees from making unauthorized public statements during their working hours and from making public statements about matters of private concern that negatively impact the City.

### **EMPLOYEE INFORMATION AND RECORDS**

#### **Employee Information**

The appropriate Appointing Authority shall establish and maintain a personnel file for each employee. The employee is responsible for providing the employer with the following information: the employee's legal name, address, telephone number, social security number, tax exemptions, affiliation with any branch of the armed services, the name and phone number of a person to contact in case of an emergency, loss of licensure or insurability, if applicable, and, any other requested information. In addition to providing this information, the employee is also responsible for promptly reporting any change in the information.

In the event the employer must send correspondence or other documentation to an employee who is on leave, the employer will mail the document to the last known address listed in the employee's personnel file. An employee will be considered to have constructive notice of any correspondence or documentation mailed to his last known address.

### **RELEASE OF RECORDS:**

With the exception of certain law enforcement entities, the City, as well as, its employees is subject to the mandates of Chapter 1347 of the Ohio Revised Code regarding personal information systems. The City maintains records that are manually stored and records that are stored using electronic data processing equipment. Records maintained by the City include personal information (i.e. employee information required above).

The Human Resources Director is appointed to be directly responsible for the City's personal information systems. The City understands that it creates, receives, and maintains sensitive and private information, and will ensure that it collects, maintains, and uses only personal information that is necessary and relevant to the functions of the City. Personal information maintained by the City shall not be modified, destroyed, or disclosed without the approval of the Records Commission. The City will continually monitor the personal information system, and make necessary adjustments to ensure the system's accuracy. Employees will be trained on the use of personal information, including review of this policy. Employees who use personal information in an unauthorized manner shall be subject to the City's disciplinary policy.

Records maintained by the City that are not defined as "public records" in §149.43 of the Ohio Revised Code or other applicable provisions of law, shall not be released from an employee's personnel file unless specifically authorized by such employee in writing. Pursuant to applicable law, medical records are not public records and are maintained in a separate file. Records maintained by the City that are defined as public records shall be released in accordance with law. The City will attempt to give employees at least twenty-four hours notice before releasing their personal information in response to a public records request.

#### **REVIEW OF FILE:**

Each employee shall have the right, with reasonable notice, to examine his personnel file. Such examination shall be made on non-work time or at some other mutually agreeable time. If an employee disputes the accuracy, timeliness, relevance, or completeness of documents in her file, he may submit a written request that the appointing authority investigate the current status of the information. The appointing authority will make a reasonable investigation to determine the accuracy, timeliness, relevance, and completeness of the file, and will notify the employee of the results of the investigation and any plans the appointing authority has to take action with respect to the disputed information.

Employees are not permitted to alter, add or remove documents or other information contained in their personnel files absent express authorization from the appropriate appointing authority. An employee who alters, adds or removes documents or information from his personnel file without prior approval may be subject to discipline. Employees may submit a statement to be attached to any disputed document.

**PERSONNEL POLICY MANUAL ACKNOWLEDGEMENT**

I acknowledge receipt of this manual and understand and agree that I am responsible for knowing its contents and for keeping updated. I also understand that this manual is City property that must be returned to the appointing authority when I separate from employment with the City.

I further acknowledge and understand that this manual **does not create a contract of employment with the City for any purpose**. I agree and understand that any and all provisions of this manual may be modified or eliminated, without advance notice to me, at any time.

**Issued To:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Date Received:** \_\_\_\_\_

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


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**DATE:** November 8, 2021

**TO:** Finance and Administration Committee

**RE:** REQUESTING CHANGES TO CHAPTER 160.02

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Approval:

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

Emergency/Suspension: Emergency

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

**For all changes to be affective 1/1/2022. - (SEE ATTACHED)**

This ordinance will have three reading, and waiving the thirty day waiting period.

**AN ORDINANCE TO AMEND CHAPTER 160, SECTION 160.02 (a) AUTHORIZED POSITIONS, PERSONNEL, CLASSIFICATION AND PAY GRADE (a) ADMINISTRATION, (e) PARKS AND RECREATION DEPARTMENT, (f) POLICE DEPARTMENT, AND (g)(2) SERVICE DEPARTMENT - BUILDING DIVISION; SECTION 160.03 (b) SUPERVISORY PAY RANGE, (c) SENIOR POLICE MANAGEMENT, (d) SEASONAL EMPLOYEE (1) PARKS AND RECREATION, (2) SERVICE DEPARTMENT, (3) STREET DEPARTMENT, (e) OCCASIONAL LABOR/INDEPENDENT CONTRACT; SECTION 160.04 (4) TOMATO FESTIVAL EVENT STAFFING COMPENSATION; SECTION 160:05 OVERTIME ELIGIBILITY; SECTION 160.07 LONGEVITY; AND SECTION 160.12 CITY CLOTHING PROVIDED (SENIOR POLICE MANAGEMENT) FOR THE CITY OF REYNOLDSBURG, OHIO, AND DECLARING AN EMERGENCY**

WHEREAS, the Council of the City of Reynoldsburg, Ohio, has determined that it is necessary

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

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 160.02 Authorized Positions, Personnel, Classifications and Pay Grade (a) Administration, (e) Parks and Recreation Department; (f) Police Department and (g) (2) Service Department - Building Division; Section 160.03 (b) Supervisory Pay Range (c) Senior Police Management, (d) Seasonal Employee (1) Parks and Recreation (2) Service Department, (3) Street Department, (e) Occasional Labor/Independent Contract; Section 160.04 (4) Overtime Eligibility; Section 160.07 Longevity; and 160.12 City Clothing provided (Senior Police Management) for the City of Reynoldsburg polices to read as follows:

See Exhibit "A" attached hereto and incorporated herein.

SECTION 2. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City and further to have the policy in place on January 1, 2022; wherefore, upon adoption by Council this Ordinance shall be in effect immediately upon signature by the Mayor.



**City of Reynoldsburg, Ohio**  
**Chapter 160**  
**Employee Compensation**

1/1/2021

Ordinance 96-2020 passed 12/8/2020

Attachment: Chapter 160 draft 2022 redraft.doc [Revision 1] (Chapter 160 Updates 2022)

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Ordinance 96-2020 passed 12/8/2020

## 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.

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 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: an individual that does not work a regular 40 hour work week .

PERS: abbreviation for the Public Employees Retirement System.

PFDPF: abbreviation for the Ohio Police and Fireman's Disability and Pension Fund.

Pay Period: the official pay period shall be biweekly.

Pay Plan: schedule of compensation rates established for all classifications or positions in the City service.

Personnel Actions: a specific act by the City to implement a personnel decision (e.g. hiring, promotion, demotion, suspension, removal, layoff, wage increases).

Personnel Decisions: such decisions include, but are not limited to: (1) recruitment, (2) selection, (3) placement, (4) testing, (5) training, (6) promotions and transfers, (7) layoff and recall, (8) removal, (9) disciplinary action, (10) employee benefits and compensation, and (11) tangible program services and benefits.

Position: group of duties and responsibilities assigned or delegated by competent authority to be performed by one (1) person. All of the positions listed in the organizational chart constitute positions within City. Positions and the duties of a position may be revised, but the employee's classification remains the same unless the position is reclassified.

Prevailing Pay Rate: rate of compensation in effect at any time.

Prior Service Credit: the City will allow service credit for any prior service an employee may have had with the City or any other Ohio governmental agency or Ohio political subdivision. Part-time service will be pro-rated for prior service credit purposes.

Promotion: change in position which results in an increase in an employee's compensation and responsibility.

Separation (except for cause): applies when the employee leaves the City service of his own volition.

Sick Leave: period of time granted by the Appointing Authority or appropriate designee due to inability of the employee to work because of physical or mental sickness, or injury due to an off-the-job accident.

Solicitation: act of requesting an individual to purchase goods, materials, or services, or a plea for financial contribution.



Superintendent: a classified individual who has been authorized by the City to perform or assist in performing some or all of the following: hiring, transferring, suspending, laying off, recalling, promoting, discharging, assigning, rewarding, interviewing, evaluating, approving leave requests, approving payroll time sheets or disciplining employees under the direction of the City; to responsibly direct employees; to adjust their grievances; or to effectively recommend any of these actions. Also referred to as Supervisor.

Supervisor: a classified individual who has been authorized by the City to perform or assist in performing some or all of the following: hiring, transferring, suspending, laying off, recalling, promoting, discharging, assigning, rewarding, interviewing, evaluating, approving leave requests, approving payroll time sheets or disciplining employees under the direction of the City; to responsibly direct employees; to adjust their grievances; or to effectively recommend any of these actions. Also referred to as Superintendent.

Suspension: relief of an employee from duty without pay, usually for a short period of time as a disciplinary measure.

Temporary Appointment: Temporary appointments within the classified services are addressed in the Civil Service Rules.

Transfer: voluntary and/or involuntary reassignment from one position and/or department in the City service to another.

Training Appointment: In the event of a planned (i.e. retirement, notice given of separation) employee separation, the Appointing Authority may employ an additional employee for no longer than eight (8) weeks while the current employee continues their employment with the City.

Unclassified Service: those positions set forth in Section 7.03 of the City Charter as applied to the Civil Service of the City of Reynoldsburg. Positions in the unclassified service shall be exempt from all examinations.

Vacation Leave: period of time granted by the Appointing Authority or appropriate designee during which employees are exempt from work and paid at the employees prevailing rate.

Vacation Year: the interval of time based on the employee's service date with the City and extends from service date to service date.

Vendor: any individual or group engaged in or desiring to engage in the supply of goods, materials, or services, (which are utilized in the conduct of public business) to the City and/or its employees.

Work Area: any office, room, or physical location where official City business is transacted and/or operations of the City are conducted.

Work Time: the time when an employee's duties require that the employee be engaged in work tasks.

Written Reprimand: written record of disciplinary action, usually issued after a written warning has failed to improve an employee's conduct or when the employee has committed a more serious violation, which is provided to the employee and placed in the employee's personnel file in an attempt to improve the employees conduct and performance.

Written Warning: written documentation of a verbal counseling and instruction which is provided to the employee and placed in the employee's personnel file to correct any misconduct and improve the employee's conduct and performance.

## 160.02 AUTHORIZED POSITIONS, PERSONNEL, CLASSIFICATION AND PAY GRADE

| <u>Position</u>                                        | <u>Personnel</u> | <u>Classification</u> | <u>Pay Grade</u> |
|--------------------------------------------------------|------------------|-----------------------|------------------|
| <b>(a) ADMINISTRATIVE</b>                              |                  |                       |                  |
| Mayor                                                  | 1                | Unclassified          | See Sect.141.01  |
| Auditor                                                | 1                | Unclassified          | See Sect.143.01  |
| City Attorney                                          | 1                | Unclassified          | See Sect.147.03  |
| Asst. City Attorney                                    | 1                | Unclassified          | 22               |
| Asst. City Prosecutor                                  | 2 p/t            | Unclassified          | 19               |
| City Attorney Secretary                                | 1                | Unclassified          | 15               |
| City Attorney Clerk                                    | 1                | Classified            | 12               |
| Criminal Justice Program Administrator                 | 1                | Unclassified          | 12               |
| Mayor's Secretary                                      | 1                | Unclassified          | 15               |
| Clerk of Courts                                        | 1                | Unclassified          | 18               |
| Assistant Clerk of Courts                              | 1                | Classified            | 11               |
| <del>Data Entry Operator</del> Deputy Clerk            | 1p/t             | Classified            | 8                |
| <del>Data Entry Operator</del> Deputy Clerk            | 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               |
| Special Events and Media Coordinator                   | 1                | Unclassified          | 14               |
| <u>Diversity, Equity, Inclusion Compliance Manager</u> |                  | <u>Classified</u>     | <u>21</u>        |
| <b>(b) DEPARTMENT OF COMPUTER SYSTEMS</b>              |                  |                       |                  |
| Director of Computer Systems                           | 1                | Unclassified          | 22               |
| Network Systems Administrator                          | 1                | Classified            | 19               |
| <b>(c) DEPARTMENT OF DEVELOPMENT</b>                   |                  |                       |                  |
| Development Director                                   | 1                | Unclassified          | 22               |
| Development Director                                   |                  |                       |                  |
| Administrative Assistant                               | 1                | Unclassified          | 13               |
| Planning & Zoning Administrator                        | 1                | Classified            | 19               |
| <b>(d) HUMAN RESOURCES DEPARTMENT</b>                  |                  |                       |                  |
| Director of Human Resources                            | 1                | Unclassified          | 22               |
| Human Resources Generalist                             | 1                | Unclassified          | 12               |

**(e) PARKS & RECREATION DEPARTMENT**

|                                           |                           |                   |                     |
|-------------------------------------------|---------------------------|-------------------|---------------------|
| Director                                  | 1                         | Unclassified      | 22                  |
| Administrative Assistant                  | 1                         | Unclassified      | 13                  |
| Senior Center Manager                     | 1                         | Classified        | 16                  |
| Senior Citizens Assistant                 | <del>2</del> p/t <u>1</u> | Classified        | 5                   |
| Senior Center Activities Instructor       | 1 p/t                     | Classified        | 3                   |
| Recreation Superintendent                 | 1                         | Classified        | 16                  |
| Grounds Superintendent                    | 1                         | Classified        | 16                  |
| Assistant Grounds Superintendent/Arborist | 1                         | Classified        | 14                  |
| Parks Grounds Maintenance                 | 2                         | Classified        | <del>45</del>       |
| Field and Landscape Operator              | 2                         | Classified        | 6                   |
| Horticulturist                            | 1                         | Classified        | 10                  |
| Recreation Coordinator                    | 1                         | Classified        | 7                   |
| <u>Park Ranger</u>                        | <u>2</u>                  | <u>Classified</u> | <u>12</u>           |
| 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              | 3                 | Classified        | 9               |
| Public Safety Records/Research Technician     | 1                 | Classified        | 10              |
| Court Specialist                              | 1                 | Classified        | 10              |
| Command & Staff Administrative Assistant      | 1                 | Classified        | 11              |
| Accreditation Manager                         | 1 p/t             | Classified        | 10              |
| Training Coordinator                          | 1p/t <u>(3/4)</u> | Classified        | 10              |
| Court Liaison                                 | 2 p/t             | Classified        | 13              |
| <u>Public Safety Social Worker Supervisor</u> | <u>1</u>          | <u>Classified</u> | <u>17</u>       |
| Public Safety Social Worker/                  |                   |                   |                 |
| Victim Advocate                               | 1                 | Classified        | 16**            |
| <u>Public Safety Social Worker/</u>           | <u>1</u>          | <u>Classified</u> | <u>15</u>       |

Victim Advocate

\*\* Will eliminate the pay grade 16, once Public Safety Social Worker Supervisor is added.

Change pay grade for Public Safety Social Worker/Victim Advocate to a 15.

**(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   | 12                      |
| <br>(2) Building Division                        |    |              |                         |
| Chief Building Official                          | 1  | Classified   | <del>19</del> <u>21</u> |
| Asst. Chief Building Inspector                   | 1  | Classified   | 17                      |
| Building Inspector I                             | 3  | Classified   | 14                      |
| Permit Technician                                | 2  | Classified   | 11                      |
| Code Compliance Officer                          | 4  | Classified   | 10                      |
| <br>(3) Water/Wastewater Division                |    |              |                         |
| Superintendent                                   | 1  | Classified   | 18                      |
| Asst. Superintendent                             | 1  | Classified   | 15                      |
| Maintenance Spec/Equip Operator                  | 6  | Classified   | 10                      |
| Billing Manager                                  | 1  | Classified   | 15                      |
| Account Clerk 2                                  | 4  | Classified   | 8                       |
| <br>(4) Street Division                          |    |              |                         |
| Superintendent                                   | 1  | Classified   | 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) |    |              |                         |
| <br>Fleet Maintenance Supervisor                 | 1  | Classified   | 14                      |
| Fleet Maintenance Technician                     | 1  | Classified   | 10                      |
| <br>(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)              |    |              |                         |
| <br>(h) DEPARTMENT OF ENGINEERING                |    |              |                         |
| <br>Director of Engineering                      | 1  | Unclassified | 22                      |

**CITY OF REYNOLDSBURG, OHIO  
SALARY SCHEDULE**

**160.03 SALARY SCHEDULE**

(a) Full Time Employees – NON SUPERVISORY PERSONNEL

BEGINNING July 1, 2021 with the implementation of steps, THE FOLLOWING PAY GRADES SHALL BE IN EFFECT:

| 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  |
|-----------|---------|-------------|---------|-------------|---------|-------------|---------|-------------|---------|--------------|---------|
| 3         | \$15.91 | 2% COLA     | \$16.70 | 2% COLA     | \$17.54 | 2% COLA     | \$18.41 | 2% COLA     | \$19.34 | 2% COLA      | \$20.30 |
| 4         | \$16.88 | 2% COLA     | \$18.51 | 2% COLA     | \$20.12 | 2% COLA     | \$21.74 | 2% COLA     | \$23.30 | 2% COLA      | \$24.96 |
| 5         | \$17.30 | 2% COLA     | \$18.97 | 2% COLA     | \$20.62 | 2% COLA     | \$22.29 | 2% COLA     | \$23.89 | 2% COLA      | \$25.58 |
| 6         | \$17.65 | 2% COLA     | \$19.35 | 2% COLA     | \$21.02 | 2% COLA     | \$22.73 | 2% COLA     | \$24.36 | 2% COLA      | \$26.09 |
| 7         | \$18.00 | 2% COLA     | \$19.74 | 2% COLA     | \$21.44 | 2% COLA     | \$23.18 | 2% COLA     | \$24.85 | 2% COLA      | \$26.61 |
| 8         | \$19.13 | 2% COLA     | \$20.78 | 2% COLA     | \$22.45 | 2% COLA     | \$24.08 | 2% COLA     | \$25.75 | 2% COLA      | \$27.41 |
| 9         | \$20.05 | 2% COLA     | \$21.78 | 2% COLA     | \$23.53 | 2% COLA     | \$25.24 | 2% COLA     | \$26.99 | 2% COLA      | \$28.73 |
| 10        | \$20.55 | 2% COLA     | \$22.53 | 2% COLA     | \$24.12 | 2% COLA     | \$25.87 | 2% COLA     | \$27.67 | 2% COLA      | \$29.45 |
| 11        | \$20.96 | 2% COLA     | \$22.77 | 2% COLA     | \$24.60 | 2% COLA     | \$26.38 | 2% COLA     | \$28.22 | 2% COLA      | \$30.04 |
| 12        | \$21.38 | 2% COLA     | \$23.23 | 2% COLA     | \$25.09 | 2% COLA     | \$26.91 | 2% COLA     | \$28.78 | 2% COLA      | \$30.64 |
| 13        | \$21.81 | 2% COLA     | \$23.69 | 2% COLA     | \$25.59 | 2% COLA     | \$27.45 | 2% COLA     | \$29.36 | 2% COLA      | \$31.25 |
| 14        | \$22.24 | 2% COLA     | \$24.16 | 2% COLA     | \$26.11 | 2% COLA     | \$27.99 | 2% COLA     | \$29.95 | 2% COLA      | \$31.88 |
| 15        | \$22.69 | 2% COLA     | \$24.65 | 2% COLA     | \$26.63 | 2% COLA     | \$28.55 | 2% COLA     | \$30.55 | 2% 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        | \$ 26.00 | \$ <del>40.00</del> <u>47.00</u> |
| 15        | \$ 27.00 | \$ <del>42.00</del> <u>49.00</u> |
| 16        | \$ 28.00 | \$ <del>44.00</del> <u>51.00</u> |
| 17        | \$ 29.00 | \$ <del>46.00</del> <u>53.00</u> |
| 18        | \$ 30.00 | \$ <del>48.00</del> <u>55.00</u> |
| 19        | \$ 31.00 | \$ <del>50.00</del> <u>57.00</u> |
| 20        | \$ 32.00 | \$ <del>52.00</del> <u>59.00</u> |
| 21        | \$ 34.00 | \$ <del>54.00</del> <u>61.00</u> |
| 22        | \$ 36.00 | \$ <del>56.00</del> <u>63.00</u> |

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

## (c) Senior Police Management

| Pay Grade | Minimum  | Maximum                          |
|-----------|----------|----------------------------------|
| 24A       | \$ 50.00 | \$ <del>65.00</del> <u>67.00</u> |
| 26A       | \$ 55.00 | \$ <del>70.00</del> <u>72.00</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 be set by the Appointing Authority within the pay grade assigned.

## (d) Seasonal Employee

## 1) Parks and Recreation Department:

~~Seasonal Recreation Employee Leader~~ ~~————~~ ~~\$8.00~~ ~~\$9.50~~ - ~~\$30.00~~ \$25.00  
 Seasonal Maintenance Employee ~~\$8.50~~ \$10.00 – ~~\$16.00~~ \$25.00  
 Bus/Van Driver \$9.50 per hour ~~\$16.00~~ \$25.00

## 2) Service Department

Water/Wastewater Laborer \$10.00 - ~~\$12~~ \$15.00 per hour  
 Service Seasonal Laborer \$10.00 - ~~\$12~~ \$15.00 per hour

## 3) Street Department

Street Seasonal Laborer \$10.00 - ~~\$12~~ \$15.00 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~~ 11.00 to ~~\$60.00~~ 100.00 per game  
 Program Assistant ~~\$7.80~~ 11.00 - ~~\$20.00~~ 75.00 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.

Employees who work less than 20 hours per week on a regular basis will receive no benefits.

(3) Tomato Festival Event Staffing Compensation

Any employee that works a four-hour shift on Thursday OR Friday outside their regular work day AND a four-hour shift on Saturday of the Tomato Festival will receive their hourly pay and one (1) additional Personal day to be used no later than December 15 of the year earned. Hourly rate is defined as current rate of pay and time and a half if applicable. Employees may elected to receive compensatory time in lieu of overtime if they wish.

## 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                        |                           |
| <u>Public Safety Social Worker/Victim Advocate **</u>         |                           |
| <u>Public Safety Social Worker/Victim Advocate Supervisor</u> |                           |

\*\*Public Safety Worker/Victim Advocate will become an hourly position once the Supervisor role is filled.

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

Effective January 1, 2022, fFull-time employee of the City shall be eligible for longevity compensation at the conclusion of on the anniversary of six-five (65) 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 2022 is:

| <u>From</u> ( <del>Conclusion of</del> ): <u>Anniversary</u> | <u>To</u> (Conclusion of):               |
|--------------------------------------------------------------|------------------------------------------|
| <del>6<sup>th</sup></del> of <u>5<sup>th</sup></u> year      | 9 <sup>th</sup> year \$550.00 annually   |
| 10 <sup>th</sup> year                                        | 14 <sup>th</sup> year \$ 600.00 annually |
| 15 <sup>th</sup> year                                        | 19 <sup>th</sup> year \$ 650.00 annually |
| 20 <sup>th</sup> year                                        | ---- \$ 700.00 annually                  |

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

#### 160.08 ADMINISTRATION OF PAY PLAN

##### (a) SALARY SCHEDULE AND PAY GRADES

- 1) Effective January1, 2021 the City will 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. 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) 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 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.
- (b) Cost of Living Adjustments  
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 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 rate will be set by the Appointing Authority pursuant to Section 160.08 (a) (2). If that lateral transfer or appointment is to a classification with a lower Pay Grade, the appointing authority may establish the employee's pay at an

equitable rate within the lower Pay Grade authorized by Reynoldsburg Chapter 160.03 Salary Schedule. Promotion transfers and appointments will be approved by the Appointing Authority. All benefits are retained when an employee transfers or is appointed to another position within the service of the City for any reason.

#### 160.09 GROUP INSURANCE

(a) Each employee eligible for medical insurance under the Affordable Health Care Act is entitled to such benefits provided by a group insurance contract, the premiums of which, including premiums for dependent coverage, if appropriate, shall be paid by the City less an employee/newly elected or appointed official premium contribution of twelve percent (12%) of the total monthly premium for health, and seven percent (7%) for dental and vision insurance unless otherwise specified. Premium contributions shall be paid by payroll deduction. Coverage's and exclusions are as follows:

1. Effective January 1, 2014, eligible employees and each newly elected official who choose to utilize the City's medical insurance will pay twelve (12%) of the monthly premium contribution.
2. Effective January 1, 2008 for eligible employees and place into the H.S.A. amounts for single and family coverage as determined annually by City Council. Contributions for elected officials shall be equal to the contribution for full-time employees. Said amounts will be placed into the individual H.S.A. by the Auditor not later than January 15<sup>th</sup> of each year or as determined by the appropriate Labor Agreement.

A. The following shall apply for each full-time employee and is eligible for Medicare coverage:

The City will reimburse said full-time employee or elected official for qualified medical expenses and prescriptions that meet the insurance plan deductible coverage up to the same contribution level of those not eligible for Medicare coverage.

3. Full-time employees required to forfeit insurance coverage because their spouse is also a covered City employee shall receive twenty-five (25) dollars per month while such forfeiture is in effect.
4. Full-time employees may "opt out" of City provided health insurance provided they supply a certificate of coverage from another provider. Employees who "opt out" of employee only coverage will be paid One Thousand Five Hundred Dollars (\$1,500.00) annually. Employees who "opt out" of family coverage will be paid Two Thousand Five Hundred Dollars (\$2,500.00) annually and any employee opting to take employee only coverage in lieu of family coverage, except as determined by Section (4) above, will be paid One Thousand Five Hundred Dollars (\$1,500.00)

annually. All dates of payments made under this “opt out” provision will be determined by the Auditor.

5. Each permanent three-quarter (30 hour) or more employee shall receive a minimum of Fifty Thousand Dollars (\$50,000.00) or one times annual salary Life insurance rounded off to the next higher One Thousand Dollars (\$1,000.00), plus an equal amount of Accidental Death Insurance. Part-time elected officials do not receive Life Insurance benefits. Premiums shall be fully paid by the City. The city shall provide police liability insurance for all police officers.

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

#### 160.10 EDUCATIONAL ASSISTANCE

1. All full-time employees are eligible to participate in the Educational Assistance Incentive Program of the City. Participation is voluntary and available to those who elect job-related self-development activities during non-working hours. All coursework must be taken in accordance with a Planned Program of Professional Improvement approved by the appointing authority in advance.
2. The allowances for assistance are as follows:
  - A. All full-time employees are eligible to participate in the Educational Assistance Incentive Program of the City. Participation is voluntary and available to those who elect job-related self-related self-development activities during non-working hours. All coursework must be taken in accordance with a Planned Program of Professional Improvement approved by the appointing authority in advance.
  - B. The allowances for assistance are as follows:
    1. The annual allowance for college credit coursework education assistance (per employee) is \$3,000.00 per academic year.
    2. The annual allowance for non-college credited coursework education assistance (per employee is \$1,000.00 per academic year
    3. Annual text book reimbursement shall not exceed fifty percent (50%) of the actual cost of textbooks for college credit coursework and \$250.00 for non-college credit coursework during the academic year.
    4. All coursework must be preapproved before commencement of the course
3. To qualify for assistance, plan participants shall satisfactorily complete the course(s) with a grade of C or better, or pass a pass/fail course. Reimbursement shall be made upon submission of official transcripts, tuition statements, and receipts for textbooks.

4. An employee who has received educational assistance must remain an employee for one (1) year following completion of the courses for which assistance was received. Should an employee separate from service with the City of Reynoldsburg within the one (1) year period, except in the event of a disability retirement, that employee must repay any assistance received in the one (1) year period.

#### 160.11 CITY CLOTHING PROVIDED

1. The Appointing Authority reserves the right to prescribe appropriate attire and grooming and to set standards which are deemed to be in the best interest of the City and ensure an appropriate image for the City.
2. The Appointing Authority requires that an employee's clothing, grooming, and overall appearance be appropriate, in good taste, present a favorable public image, and be in conformity with regulations established by the City due to the specialized nature of service provided or the employment position maintained.
3. Clothing shall be conducive to the safe and effective performance of required job duties.
4. Certain employees may be required to wear regulation uniforms while on duty. The applicable departments may establish policies and procedures governing uniforms. When employees are required to wear a regulation uniform, the City shall provide the uniforms and/or provide a uniform allowance as prescribed by the City ordinance or applicable collective bargaining agreement.
5. Employees are required to keep uniforms neat, clean, and in good repair. City-issued uniforms may only be worn by employees while conducting official City business.
6. The City shall provide standard work clothing and safety equipment for all maintenance employees of the Parks and Recreation, Service, Street, Vehicle Maintenance, Water/Waste Water, Storm Water Utility and the Building Department employees. Each item of work clothing shall be suitably and permanently identified as belonging to the City. Any item unaccounted for shall be charged to the employee.
7. Employees not required to wear uniforms daily, may be provided shirts, sweaters, and jackets, etc. with the City of Reynoldsburg logo. The clothing may be worn for work at any time but are primarily to be worn for special events where it is desired the City of Reynoldsburg employees can be identified.

All clothing purchased must be approved colors and be branded with City of Reynoldsburg logo/name. Department directors are responsible for approving clothing options with the City of Reynoldsburg logo.

While wearing city branded clothing, employees are to conduct themselves in a professional manner. This portion of the policy does not negate the ability of the



City of Reynoldsburg from providing protective clothing, boots, vests, gloves, aprons or other items deemed protective in nature and intended for specific purposes.

Uniforms or clothing purchased by the city and distributed to employees will be treated as a fringe benefit, included as wages to the employee and subject to withholding tax purposes unless not permit by law.

#### 160.12 CITY CLOTHING PROVIDED (SENIOR POLICE MANAGEMENT)

In addition to non-conflicting provisions in Section 7.07, the following shall apply to Senior Police Management.

The City shall furnish the basic uniforms and new equipment for all sworn officers. Uniform parts and equipment shall be replaced by the City on an as-needed basis. All uniforms and equipment purchased by the City remain the property of the City and must be returned when a member is separated from City service for any reason.

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

The City shall repair or replace all uniform items damaged or destroyed in the line of duty so long as the damage was not due to the employee's misconduct or negligence.

The City shall repair or replace eye glasses damaged or destroyed in the line of duty so long as the damage is not due to the employee's misconduct or negligence. This section shall provide coverage only for a like amount of the damaged eye glasses.

Employees assigned to plain clothes or administrative duty shall be permitted to purchase civilian clothing and components up to the reimbursable amount ~~of \$850 per year. Clothing selected shall be at the discretion of the employee but shall be moderately conservative in style, cut, and color, and shall be acceptable to the local business community as agreed upon in the collective bargaining agreement.~~

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. Dry cleaning will be provided to staff who serve as Court Liaisons. Employees shall utilize the dry cleaning facility or facilities designated by the City.

The City will provide clothing/equipment per the collective bargaining agreements.  
 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 _____            |
| Gloves _____ 1 pair _____             | Flashlight _____ 1 _____                   |
| _____ Hat, Summer _____ 1 _____       | Protective Vest _____ 1 _____              |
| Raincoat Cover _____ 1 _____          | Belt (Trouser) _____ 1 _____               |
| _____ Hat Badge _____ 1 _____         | Gun Belt _____ 1 _____                     |
| _____ Breast Badge _____ 2 _____      | Service Weapon _____ 1 _____               |
| Name Plate _____ 2 _____              | Formal Dress Police Uniform _____          |
| _____ Whistle _____ 1 _____           | Whistle Chain _____ 1 _____                |

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


---

**DATE:** November 8, 2021

**TO:** Finance and Administration Committee

**RE:** Fund Health Savings Accounts for 2022

---

Approval:

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

Emergency/Suspension: Emergency

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

That this Ordinance is to be deemed an emergency measure necessary for the financial needs of the city and further to be effective January 1, 2022

Emergency:

Full Three Reading and Pass as an Emergency in Order to Be Effective on 1/1/2022

Financial needs of the City government.

This legislation is to fund the Healthcare Saving Accounts for employees for 2022.

|             |                           |              |
|-------------|---------------------------|--------------|
|             | FAMILY                    | SINGLE       |
| Chapter 160 | Up to \$4000              | Up to \$2000 |
| FOP         | as negotiated in contract |              |
| FOP-OLC     | as negotiated in contract |              |
| FOP-POBA    | as negotiated in contract |              |

**AN ORDINANCE AUTHORIZING THE CITY AUDITOR TO FUND THE HEALTH SAVINGS ACCOUNTS FOR 2022, AND DECLARING AN EMERGENCY**

## **City Auditor's Office**

**Stephen Cicak**

**7232 E. Main Street**

**Reynoldsburg OHIO 43068**

**614/322-6858 Phone**

WHEREAS, the City Council has determined a procedure to establish healthcare insurance costs and benefits for City employees; and

WHEREAS, Council approves a contribution to be made to employees' health savings account and health reimbursement accounts for the employer sponsored high deductible health plan.

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

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

|             | FAMILY                    | SINGLE       |
|-------------|---------------------------|--------------|
| Chapter 160 | Up to \$4000              | Up to \$2000 |
| FOP         | as negotiated in contract |              |
| FOP-OLC     | as negotiated in contract |              |
| FOP-POBA    | as negotiated in contract |              |

Section 2. That for all those employees who begin employment after the Health Care Savings Accounts have been funded; the City Auditor will determine the amounts and dates applicable to them.

Section 3. That this Ordinance is to be deemed an emergency measure necessary for the financial needs of the city and further to be effective January 1, 2022, as per Labor Contracts and PPM; wherefore upon adoption by the Council, this Ordinance shall be in effect on

January 1, 2022 upon the signature of the Mayor.

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


---

**DATE:** November 8, 2021

**TO:** Finance and Administration Committee

**RE:** End of Year Financial Fund Clean-Up

---

Approval:

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

Emergency/Suspension: Emergency

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

Full Three Readings and Pass as an Emergency

End of Year Financial Fund Clean-Up

Transfer of Funds Among Various Departments for Year End Clean Up Ordinance Making  
 Transfer of Funds Among Various General Fund Departments, Making Appropriations  
 therefore:

Annual Clean Up Ordinance

**GENERAL FUND:**

Unappropriate \$6,775.00 from account 110.479.5102 BUILDING WAGES

Appropriate:

**COMMUNITY EVENTS DEPARTMENT:**

|                       |           |
|-----------------------|-----------|
| 110.344.5105 OVERTIME | \$1500.00 |
| 110.344.5151 PERS     | \$ 750.00 |

## **City Auditor's Office**

**Stephen Cicak**  
**7232 E. Main Street**  
**Reynoldsburg OHIO 43068**  
**614/322-6858 Phone**

110.344.5161 Insurance \$ 250.00

### **MAYOR:**

110.522.5105 Overtime \$ 500.00

110.522.5151 PERS \$ 550.00

110.522.5161 Insurance \$ 250.00

### **Human Resources:**

110.582.5106 Longevity \$ 50.00

110.582.5161 Insurance \$ 400.00

### **Clerk of Courts:**

110.593.5106 Longevity \$ 550.00

110.522.5151 PERS \$ 400.00

110.522.5161 Insurance \$1000.00

### **Public Health and Welfare:**

110.810.5376 County Health Services \$ 575.00

### **Debt Fund:**

Appropriate from un-appropriated debt fund 310 \$250.00 to account 310.991.5424

Interest.

### **Visitors' Bureau:**

Appropriate from the un-appropriated Visitors' Bureau Fund (920) to account 920.000.5527  
 Agency Distributions.

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

SECTION 1. That Council unappropriate and appropriate funds to the following accounts:

### **GENERAL FUND:**

Unappropriate \$6,775.00 from account 110.479.5102 Building Wages

## **City Auditor's Office**

**Stephen Cicak**

**7232 E. Main Street**

**Reynoldsburg OHIO 43068**

**614/322-6858 Phone**

Appropriate:

### **COMMUNITY EVENTS DEPARTMENT:**

|                       |           |
|-----------------------|-----------|
| 110.344.5105 OVERTIME | \$1500.00 |
|-----------------------|-----------|

|                   |           |
|-------------------|-----------|
| 110.344.5151 PERS | \$ 750.00 |
|-------------------|-----------|

|                        |           |
|------------------------|-----------|
| 110.344.5161 Insurance | \$ 250.00 |
|------------------------|-----------|

### **MAYOR:**

|                       |           |
|-----------------------|-----------|
| 110.522.5105 Overtime | \$ 500.00 |
|-----------------------|-----------|

|                   |           |
|-------------------|-----------|
| 110.522.5151 PERS | \$ 550.00 |
|-------------------|-----------|

|                        |           |
|------------------------|-----------|
| 110.522.5161 Insurance | \$ 250.00 |
|------------------------|-----------|

### **Human Resources:**

|                        |          |
|------------------------|----------|
| 110.582.5106 Longevity | \$ 50.00 |
|------------------------|----------|

|                        |           |
|------------------------|-----------|
| 110.582.5161 Insurance | \$ 400.00 |
|------------------------|-----------|

### **Clerk of Courts:**

|                        |           |
|------------------------|-----------|
| 110.593.5106 Longevity | \$ 550.00 |
|------------------------|-----------|

|                   |           |
|-------------------|-----------|
| 110.522.5151 PERS | \$ 400.00 |
|-------------------|-----------|

|                        |           |
|------------------------|-----------|
| 110.522.5161 Insurance | \$1000.00 |
|------------------------|-----------|

### **Public Health and Welfare:**

|                                     |           |
|-------------------------------------|-----------|
| 110.810.5376 County Health Services | \$ 575.00 |
|-------------------------------------|-----------|

### **Debt Fund:**

Appropriate from unappropriated Debt Fund (310) \$250.00 to account 310.991.5424

Interest

### **Visitors' Bureau:**

Appropriate from the unappropriated Visitors' Bureau Fund (920) \$75,000 to account 920.000.5527 Agency Distributions.



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

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

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


---

**DATE:** November 8, 2021

**TO:** Finance and Administration Committee

**RE:** 2022 Budget Appropriation

---

Approval:

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

Emergency/Suspension: Emergency

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

**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, 2022, AND DECLARING AN  
EMERGENCY**

WHEREAS, appropriations are required effective January 1, 2022 to provide for the expenses and other expenditures associated with the operation of the City of Reynoldsburg for the fiscal year ending December 31, 2022.

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

SECTION 1. That appropriations are hereby made in the General Fund (110):

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

| Department          | #   | Personal          | Supplies         | Services         | Debt     | Other    | Capital        | 2020              |
|---------------------|-----|-------------------|------------------|------------------|----------|----------|----------------|-------------------|
|                     |     | Services          |                  |                  |          |          | Purchases      | Budget            |
|                     |     | (5100)            | (5200)           | (5300)           | (5400)   | (5500)   | (5600)         | Request           |
| TRANSFERS           | 110 | 0                 | 0                | 0                |          |          | 0              | 0                 |
| POLICE              | 111 | 12,419,305        | 466,200          | 812,600          |          |          | 546,825        | 14,244,930        |
| MECHANIC            | 290 | 157,770           | 143,200          | 47,550           |          |          |                | 348,520           |
| PARKS & RECR.       | 340 | 1,404,486         | 252,191          | 472,265          |          |          | 210,000        | 2,338,942         |
| SENIOR CENTER       | 343 | 178,971           | 9,800            | 29,050           |          |          |                | 217,821           |
| COMMUNITY EVENTS    | 344 | 127,023           | 31,800           | 334,555          |          |          |                | 493,378           |
| SERVICE             | 448 | 772,537           | 26,050           | 730,650          |          |          | 5,000          | 1,534,237         |
| BUILDING            | 479 | 738,808           | 13,500           | 151,000          |          |          | 40,000         | 943,308           |
| MAYOR               | 522 | 355,369           | 1,050            | 41,550           |          |          |                | 397,969           |
| CIVIL SERVICE       | 534 | 69,930            | 4,000            | 34,800           |          |          | 0              | 108,730           |
| CITY AUDITOR        | 545 | 376,283           | 4,000            | 111,000          |          |          |                | 491,283           |
| CITY ATTORNEY       | 554 | 609,071           | 5,650            | 117,750          |          |          |                | 732,471           |
| CITY COUNCIL        | 571 | 186,073           | 2,500            | 53,200           |          |          |                | 241,773           |
| DEVELOPMENT         | 580 | 349,505           | 3,750            | 206,700          |          |          | 5,000          | 564,955           |
| HUMAN RE.           | 582 | 128,739           | 19,500           | 44,600           |          |          |                | 192,839           |
| COMPUTER            | 584 |                   | 13,000           | 656,854          |          |          | 134,500        | 804,354           |
| CLERK OF COURTS     | 593 | 304,502           | 4,600            | 111,145          |          |          | 6,500          | 426,747           |
| GENERAL ADMIN.      | 595 | 266,740           | 7,000            | 849,250          |          |          | 30,000         | 1,152,990         |
| PUBLIC HEALTH       | 810 |                   |                  | 350,898          |          |          |                | 350,898           |
| <b>GENERAL FUND</b> |     | <b>18,445,112</b> | <b>1,007,791</b> | <b>5,155,417</b> | <b>0</b> | <b>0</b> | <b>977,825</b> | <b>25,586,145</b> |

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

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

| Fund               | #   | Personal<br>Services<br>(5100) | Supplies<br>(5200) | Services<br>(5300) | Debt<br>(5400)   | Other<br>(5500)  | Capital<br>Purchases<br>(5600) | 2020<br>Budget<br>Request |
|--------------------|-----|--------------------------------|--------------------|--------------------|------------------|------------------|--------------------------------|---------------------------|
| INCOME TAX         | 220 | 132,349                        | 2,000              | 88,600             |                  | 2,410,000        |                                | 2,632,949                 |
| COURT COMPUTER     | 211 |                                | 15,000             | 40,500             |                  |                  | 50,000                         | 105,500                   |
| STREET             | 260 | 769,910                        | 334,000            | 150,460            |                  |                  | 15,000                         | 1,269,370                 |
| STATE HIGHWAY      | 270 |                                | 70,000             | 34,000             |                  |                  |                                | 104,000                   |
| 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 | 500,911                        | 196,000            | 5,998,200          | 255,115          |                  | 563,500                        | 7,513,726                 |
| WASTEWATER         | 720 | 537,250                        | 107,000            | 5,948,600          | 39,972           |                  | 563,500                        | 7,196,322                 |
| STORM WATER        | 740 | 318,589                        | 64,000             | 1,078,090          | 123,110          |                  | 160,000                        | 1,743,789                 |
| REFUSE COLL.       | 750 |                                | 2,000              | 2,674,000          |                  |                  |                                | 2,676,000                 |
| PERMISSIVE LIC.    | 230 |                                |                    |                    |                  |                  |                                | 0                         |
| POLICE PENSION     | 240 | 150,000                        |                    |                    |                  | 4,000            |                                | 154,000                   |
| SEWER CAPACITY     | 250 |                                |                    | 250                | 0                |                  |                                | 250                       |
| GENERAL DEBT       | 310 |                                |                    |                    | 2,981,740        |                  |                                | 2,981,740                 |
| S. A. DEBT         | 320 |                                |                    |                    |                  |                  |                                | 0                         |
| TAYLOR SQ. DEBT    | 330 |                                |                    |                    | 573,905          |                  |                                | 573,905                   |
| EMPLOYEE FUND      | 690 |                                |                    |                    |                  |                  |                                | 0                         |
| JEDD1              | 941 |                                |                    | 110,000            |                  |                  |                                | 110,000                   |
| JEDD2              | 942 |                                |                    | 85,000             |                  |                  |                                | 85,000                    |
| JEDD3              | 943 |                                |                    | 165,000            |                  |                  |                                | 165,000                   |
| JEDD 4             | 944 |                                |                    | 10,000             |                  |                  |                                | 10,000                    |
| Taylor Sq Tif      | 970 |                                |                    | 30,000             |                  |                  |                                | 30,000                    |
| BRICE-MAIN DEBT    | 971 |                                |                    | 4,000              | 102,975          |                  |                                | 106,975                   |
| KROGER TIF DEBT    | 972 |                                |                    |                    |                  |                  |                                | 0                         |
| SUMMIT RD TIF #1   | 973 |                                |                    | 1,500              |                  |                  |                                | 1,500                     |
| TAYLOR RD TIF #1   | 974 |                                |                    | 500                |                  |                  |                                | 500                       |
| TAYLOR RD TIF #2   | 975 |                                |                    | 100                |                  |                  |                                | 100                       |
| <b>TOTALS</b>      |     | <b>2,409,009</b>               | <b>790,000</b>     | <b>16,418,800</b>  | <b>4,076,817</b> | <b>2,414,000</b> | <b>1,352,000</b>               | <b>27,460,626</b>         |

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, 2021 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 2021 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.

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

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 \$573,905 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 \$950,250 shall be and is hereby appropriated in the Taylor Square School TIEF Fund (970) to comply with the TIEF agreement.

SECTION 8. That the amount of \$130,350 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, 2022.

SECTION 11. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City and further to have the budget in place on January 1, 2022; wherefore, upon adoption by Council this Ordinance shall be in effect immediately upon signature by the Mayor.

# City of Reynoldsburg

## 2022 Budget

Submitted by Joseph Begeny

Attachment: 2022 Draft Budget (2022 Budget Appropriations)

City of Reynoldsburg  
2022 Budget Request

12.22.a

Attachment: 2022 Draft Budget (2022 Budget Appropriations)

| BUDGET       | DEPARTMENT              | Personal<br>Services<br>(5100) | Supplies<br>(5200) | Services<br>(5300) | Debt<br>(5400)   | Other<br>(5500)  | Capital<br>Purchases<br>(5600) | 2022<br>Budget<br>Request | 2022<br>Estimated<br>Revenue | 2021<br>Final<br>Budget | 2020<br>Actual<br>Expense | 2019<br>Actual<br>Expense | 2018<br>Actual<br>Expense | 2017<br>Actual<br>Expense | 2016<br>Actual<br>Expense |
|--------------|-------------------------|--------------------------------|--------------------|--------------------|------------------|------------------|--------------------------------|---------------------------|------------------------------|-------------------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|
| 110-111-0000 | POLICE                  | 12,419,305                     | 466,200            | 812,600            | 0                | 0                | 546,825                        | 14,244,930                |                              | 13,490,135              | 9,291,754                 | 11,318,958                | 10,382,119                | 9,317,966                 | 9,28                      |
| 110-290-0000 | MECHANIC                | 157,770                        | 143,200            | 47,550             | 0                | 0                | 0                              | 348,520                   |                              | 345,363                 | 224,430                   | 303,176                   | 318,572                   | 240,649                   | 23                        |
| 110-340-0000 | PARKS & RECR.           | 1,404,486                      | 252,191            | 472,265            | 0                | 0                | 210,000                        | 2,338,942                 |                              | 2,108,328               | 1,335,150                 | 1,634,408                 | 1,531,635                 | 1,207,562                 | 1,27                      |
| 110-343-0000 | SENIOR CENTER           | 178,971                        | 9,800              | 29,050             | 0                | 0                | 0                              | 217,821                   |                              | 245,585                 | 164,163                   | 235,035                   | 267,565                   | 189,391                   | 20                        |
| 110-344-0000 | COMMUNITY EVENTS        | 127,023                        | 31,800             | 334,555            | 0                | 0                | 0                              | 493,378                   |                              | 427,478                 | 133,087                   | 257,693                   |                           |                           |                           |
| 110-448-0000 | SERVICE                 | 772,537                        | 26,050             | 730,650            | 0                | 0                | 5,000                          | 1,534,237                 |                              | 1,557,863               | 1,111,714                 | 1,028,522                 | 1,003,621                 | 1,030,452                 | 1,00                      |
| 110-479-0000 | BUILDING                | 738,808                        | 13,500             | 151,000            | 0                | 0                | 40,000                         | 943,308                   |                              | 782,075                 | 525,957                   | 482,464                   | 432,502                   | 436,492                   | 38                        |
| 110-522-0000 | MAYOR                   | 355,369                        | 1,050              | 41,550             | 0                | 0                | 0                              | 397,969                   |                              | 268,425                 | 211,945                   | 172,935                   | 227,866                   | 157,070                   | 18                        |
| 110-534-0000 | CIVIL SERVICE           | 69,930                         | 4,000              | 34,800             | 0                | 0                | 0                              | 108,730                   |                              | 112,045                 | 82,398                    | 97,007                    | 108,162                   | 75,675                    | 7                         |
| 110-545-0000 | CITY AUDITOR            | 376,283                        | 4,000              | 111,000            | 0                | 0                | 0                              | 491,283                   |                              | 494,930                 | 456,964                   | 421,097                   | 395,019                   | 435,644                   | 39                        |
| 110-554-0000 | CITY ATTORNEY           | 609,071                        | 6,400              | 122,250            | 0                | 0                | 0                              | 737,721                   |                              | 710,936                 | 662,205                   | 618,275                   | 558,364                   | 562,918                   | 56                        |
| 110-571-0000 | CITY COUNCIL            | 186,073                        | 2,500              | 53,200             | 0                | 0                | 0                              | 241,773                   |                              | 256,061                 | 210,592                   | 216,907                   | 226,094                   | 216,226                   | 22                        |
| 110-580-0000 | DEVELOPMENT             | 349,505                        | 3,750              | 206,700            | 0                | 0                | 5,000                          | 564,955                   |                              | 530,391                 | 449,623                   | 489,815                   | 436,995                   | 240,092                   | 25                        |
| 110-582-0000 | HUMAN RESOURCES         | 128,739                        | 19,500             | 44,600             | 0                | 0                | 0                              | 192,839                   |                              | 184,226                 | 160,024                   | 151,446                   | 146,825                   | 133,686                   | 10                        |
| 110-584-0000 | COMPUTER                | 0                              | 13,000             | 674,354            | 0                | 0                | 143,000                        | 830,354                   |                              | 679,486                 | 489,865                   | 609,667                   | 430,340                   | 433,560                   | 41                        |
| 110-593-0000 | CLERK OF COURTS         | 304,502                        | 4,600              | 111,145            | 0                | 0                | 6,500                          | 426,747                   |                              | 411,995                 | 372,852                   | 340,109                   | 305,820                   | 300,943                   | 27                        |
| 110-595-0000 | GENERAL ADMIN.          | 266,740                        | 7,000              | 849,250            | 0                | 0                | 30,000                         | 1,152,990                 |                              | 1,135,354               | 926,927                   | 850,164                   | 816,018                   | 637,659                   | 66                        |
| 110-810-0000 | PUBLIC HEALTH           | 0                              | 0                  | 350,898            | 0                | 0                | 0                              | 350,898                   |                              | 343,400                 | 333,255                   | 319,732                   | 302,551                   | 285,500                   | 27                        |
| <b>TOTAL</b> | <b>GENERAL FUND</b>     | <b>18,445,112</b>              | <b>1,008,541</b>   | <b>5,177,417</b>   | <b>0</b>         | <b>0</b>         | <b>986,325</b>                 | <b>25,617,395</b>         | <b>21,547,000</b>            | <b>24,084,075</b>       | <b>17,142,905</b>         | <b>19,547,410</b>         | <b>17,890,068</b>         | <b>15,901,485</b>         | <b>12,64</b>              |
| 220-564-0000 | INCOME TAX              | 132,349                        | 2,000              | 88,600             |                  | 2,410,000        |                                | 2,632,949                 | 642,874                      | 2,676,251               | 348,645                   | 490,078                   | 571,412                   | 462,442                   | 1,10                      |
| 260-268-0000 | STREET                  | 769,910                        | 334,000            | 150,460            |                  |                  | 15,000                         | 1,269,370                 | 2,017,000                    | 1,455,317               | 1,699,634                 | 1,104,328                 | 1,398,697                 | 812,522                   | 1,23                      |
| 270-268-0000 | STATE HIGHWAY           |                                | 70,000             | 34,000             |                  |                  |                                | 104,000                   | 165,000                      | 102,733                 | 68,840                    | 91,171                    | 92,322                    | 41,104                    | 16                        |
| 710-735-0000 | WATER                   | 500,911                        | 196,000            | 5,998,200          | 255,115          |                  | 563,500                        | 7,513,726                 | 7,705,000                    | 7,627,049               | 7,044,172                 | 6,457,825                 | 5,873,740                 | 5,544,171                 | 5,95                      |
| 720-736-0000 | WASTEWATER              | 537,250                        | 107,000            | 5,948,600          | 39,972           |                  | 563,500                        | 7,196,322                 | 7,600,000                    | 7,501,828               | 6,471,285                 | 5,523,076                 | 5,427,075                 | 5,295,698                 | 5,51                      |
| 740-737-0000 | STORM WATER             | 318,589                        | 64,000             | 1,078,090          | 123,110          |                  | 160,000                        | 1,743,789                 | 2,000,000                    | 1,651,137               | 1,808,481                 | 1,958,571                 | 1,346,055                 | 1,249,921                 | 1,16                      |
| 750-738-0000 | REFUSE COLL.            | 0                              | 2,000              | 2,674,000          | 0                |                  | 0                              | 2,676,000                 | 2,675,000                    | 2,967,965               | 2,269,685                 | 2,091,276                 | 1,927,174                 | 1,662,906                 | 2,04                      |
| 230-000-0000 | PERMISSIVE LIC.         |                                |                    |                    |                  |                  |                                | 0                         |                              |                         |                           |                           |                           |                           |                           |
| 240-000-0000 | POLICE PENSION          | 150,000                        |                    |                    |                  | 4,000            |                                | 154,000                   | 249,000                      | 153,500                 | 152,949                   | 202,836                   | 162,822                   | 192,695                   | 16                        |
| 250-000-0000 | SEWER CAPACITY          |                                |                    | 250                | 0                |                  |                                | 250                       | 111,000                      | 32,370                  | 62,776                    | 64,382                    | 64,603                    | 64,383                    | 12                        |
|              | <b>TOTALS</b>           | <b>2,409,009</b>               | <b>775,000</b>     | <b>15,972,200</b>  | <b>418,197</b>   | <b>2,414,000</b> | <b>1,302,000</b>               | <b>23,290,406</b>         | <b>23,164,874</b>            | <b>24,168,150</b>       | <b>19,926,467</b>         | <b>17,983,543</b>         | <b>16,863,900</b>         | <b>15,325,842</b>         | <b>17,47</b>              |
| 211-000-0000 | COURT COMPUTER          | 0                              | 15,000             | 40,500             |                  |                  | 50,000                         | 105,500                   | 15,000                       | 188,127                 | 18,989                    | 15,474                    | 11,824                    | 23,990                    | 5                         |
| 282-111-0000 | COPS IN SCHOOL          |                                |                    |                    |                  |                  |                                | 0                         |                              |                         |                           |                           |                           |                           |                           |
| 290-111-0000 | LAW ENFORCEMENT         |                                |                    |                    |                  |                  |                                | 0                         |                              |                         |                           | 62,216                    | 47,225                    |                           |                           |
| 291-111-0000 | DRUG ENFORCEMENT        |                                |                    |                    |                  |                  |                                | 0                         |                              |                         |                           | 0                         |                           |                           |                           |
| 292-111-0000 | SAFETY BELT PROG        |                                |                    |                    |                  |                  |                                | 0                         |                              |                         |                           | 881                       |                           |                           |                           |
| 293-111-0000 | DUI/EDUCATION           |                                |                    |                    |                  |                  |                                | 0                         |                              |                         |                           | 0                         |                           |                           |                           |
| 294-111-0000 | FEDERAL FORFEITURE      |                                |                    |                    |                  |                  |                                | 0                         |                              |                         |                           | 0                         |                           |                           |                           |
| 295-111-0000 | LAW ENFORC/ASST         |                                |                    |                    |                  |                  |                                | 0                         |                              |                         |                           | 0                         |                           |                           |                           |
| 297-111-0000 | EDWARD BYRNE            |                                |                    |                    |                  |                  |                                | 0                         |                              |                         |                           |                           |                           |                           |                           |
| 310-000-0000 | GENERAL DEBT            |                                |                    |                    | 2,981,740        |                  |                                | 2,981,740                 | 3,145,754                    | 3,014,085               | 3,055,518                 | 3,123,629                 | 2,570,508                 | 1,576,811                 | 1,49                      |
| 320-000-0000 | S. A. DEBT              |                                |                    |                    |                  |                  |                                | 0                         |                              |                         |                           |                           |                           |                           |                           |
| 330-000-0000 | TAYLOR SQ. DEBT         |                                |                    |                    | 573,905          |                  |                                | 573,905                   | 573,905                      | 570,475                 | 571,828                   | 567,861                   | 568,675                   | 574,382                   | 60                        |
| 690-000-0000 | EMPLOYEE FUND           |                                |                    |                    |                  |                  |                                | 0                         |                              |                         |                           |                           |                           |                           |                           |
| 941-000-0000 | JEDD1                   |                                |                    |                    |                  | 110,000          |                                | 110,000                   | 110,000                      | 200,000                 | 59,397                    |                           |                           |                           |                           |
| 942-000-0000 | JEDD 2                  |                                |                    |                    |                  | 85,000           |                                | 85,000                    | 85,000                       | 150,000                 | 35,129                    | 1                         |                           |                           |                           |
| 943-000-0000 | JEDD 3                  |                                |                    |                    |                  | 165,000          |                                | 165,000                   | 200,000                      | 400,000                 | 180,302                   | 212                       |                           |                           |                           |
| 944-000-0000 | JEDD4                   |                                |                    |                    |                  | 10,000           |                                | 10,000                    | 10,000                       | 75,000                  | 526                       |                           |                           |                           |                           |
| 970-000-0000 | Taylor Sq Tif           |                                |                    | 30,000             |                  |                  |                                | 30,000                    | 1,750,000                    | 1,800,475               | 1,749,595                 | 23,300                    | 20,615                    | 26,120                    | 3                         |
| 971-000-0000 | BRICE-MAIN DEBT         |                                | 4,000              |                    | 102,975          |                  |                                | 106,975                   | 235,000                      | 83,250                  | 133,494                   | 85,129                    | 95,732                    | 87,380                    | 8                         |
| 972-000-0000 | KROGER TIF DEBT         |                                |                    |                    |                  |                  |                                | 0                         |                              |                         | 55,813                    |                           |                           |                           |                           |
| 973-000-0000 | SUMMIT RD TIF #1        |                                |                    | 1,500              |                  |                  |                                | 1,500                     | 45,000                       | 2,000                   | 410                       | 378                       | 1,183                     | 2                         |                           |
| 974-000-0000 | TAYLOR RD TIF #1        |                                |                    | 500                |                  |                  |                                | 500                       | 25,000                       | 500                     | 271                       | 269                       | 200                       | 265                       |                           |
| 975-000-0000 | TAYLOR RD TIF #2        |                                |                    | 100                |                  |                  |                                | 100                       | 2,000                        | 100                     | 16                        | 16                        | 16                        | 12                        |                           |
|              | <b>TOTAL MISC FUNDS</b> | <b>0</b>                       | <b>15,000</b>      | <b>76,600</b>      | <b>3,658,620</b> | <b>370,000</b>   | <b>50,000</b>                  | <b>4,170,220</b>          | <b>6,196,659</b>             | <b>6,484,012</b>        | <b>5,861,288</b>          | <b>3,879,366</b>          | <b>3,315,978</b>          | <b>2,288,962</b>          | <b>2,28</b>               |
|              | <b>GRAND TOTALS</b>     | <b>20,854,121</b>              | <b>1,798,541</b>   | <b>21,226,217</b>  | <b>4,076,817</b> | <b>2,784,000</b> | <b>2,338,325</b>               | <b>53,078,021</b>         | <b>50,908,533</b>            | <b>54,736,237</b>       | <b>42,930,660</b>         | <b>41,410,319</b>         | <b>38,069,946</b>         | <b>33,516,289</b>         | <b>32,412,900</b>         |



**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, 2022 AND DECLARING AN EMERGENCY**

WHEREAS, various appropriations are required effective January 1, 2022, to provide for the current expenses and other expenditures associated with the operations of the City for the fiscal year ending December 31, 2021.

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

**SECTION 1.** That the following appropriations are hereby made in the General Fund (110):

| Department          | #   | Personal<br>Services<br>(5100) | Supplies<br>(5200) | Services<br>(5300) | Debt<br>(5400) | Other<br>(5500) | Capital<br>Purchases<br>(5600) | 2022<br>Budget<br>Request |
|---------------------|-----|--------------------------------|--------------------|--------------------|----------------|-----------------|--------------------------------|---------------------------|
| TRANSFERS           | 110 | 0                              | 0                  | 0                  |                |                 | 0                              | 0                         |
| POLICE              | 111 | 12,419,305                     | 466,200            | 812,600            |                |                 | 546,825                        | 14,244,930                |
| MECHANIC            | 290 | 157,770                        | 143,200            | 47,550             |                |                 |                                | 348,520                   |
| PARKS & RECR.       | 340 | 1,404,486                      | 252,191            | 472,265            |                |                 | 210,000                        | 2,338,942                 |
| SENIOR CENTER       | 343 | 178,971                        | 9,800              | 29,050             |                |                 |                                | 217,821                   |
| COMMUNITY EVENTS    | 344 | 127,023                        | 31,800             | 334,555            |                |                 |                                | 493,378                   |
| SERVICE             | 448 | 772,537                        | 26,050             | 730,650            |                |                 | 5,000                          | 1,534,237                 |
| BUILDING            | 479 | 738,808                        | 13,500             | 151,000            |                |                 | 40,000                         | 943,308                   |
| MAYOR               | 522 | 355,369                        | 1,050              | 41,550             |                |                 |                                | 397,969                   |
| CIVIL SERVICE       | 534 | 69,930                         | 4,000              | 34,800             |                |                 | 0                              | 108,730                   |
| CITY AUDITOR        | 545 | 376,283                        | 4,000              | 111,000            |                |                 |                                | 491,283                   |
| CITY ATTORNEY       | 554 | 609,071                        | 6,400              | 122,250            |                |                 |                                | 737,721                   |
| CITY COUNCIL        | 571 | 186,073                        | 2,500              | 53,200             |                |                 |                                | 241,773                   |
| DEVELOPMENT         | 580 | 349,505                        | 3,750              | 206,700            |                |                 | 5,000                          | 564,955                   |
| HUMAN RE.           | 582 | 128,739                        | 19,500             | 44,600             |                |                 |                                | 192,839                   |
| COMPUTER            | 584 |                                | 13,000             | 674,354            |                |                 | 143,000                        | 830,354                   |
| CLERK OF COURTS     | 593 | 304,502                        | 4,600              | 111,145            |                |                 | 6,500                          | 426,747                   |
| GENERAL ADMIN.      | 595 | 266,740                        | 7,000              | 849,250            |                |                 | 30,000                         | 1,152,990                 |
| PUBLIC HEALTH       | 810 |                                |                    | 350,898            |                |                 |                                | 350,898                   |
| <b>GENERAL FUND</b> |     | <b>18,445,112</b>              | <b>1,008,541</b>   | <b>5,177,417</b>   | <b>0</b>       | <b>0</b>        | <b>986,325</b>                 | <b>25,617,395</b>         |

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

| Fund               | #   | Personal<br>Services<br>(5100) | Supplies<br>(5200) | Services<br>(5300) | Debt<br>(5400)   | Other<br>(5500)  | Capital<br>Purchases<br>(5600) | 2022<br>Budget<br>Request |
|--------------------|-----|--------------------------------|--------------------|--------------------|------------------|------------------|--------------------------------|---------------------------|
| INCOME TAX         | 220 | 132,349                        | 2,000              | 88,600             |                  | 2,410,000        |                                | 2,632,949                 |
| COURT COMPUTER     | 211 |                                | 15,000             | 40,500             |                  |                  | 50,000                         | 105,500                   |
| STREET             | 260 | 769,910                        | 334,000            | 150,460            |                  |                  | 15,000                         | 1,269,370                 |
| STATE HIGHWAY      | 270 |                                | 70,000             | 34,000             |                  |                  |                                | 104,000                   |
| 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 | 500,911                        | 196,000            | 5,998,200          | 255,115          |                  | 563,500                        | 7,513,726                 |
| WASTEWATER         | 720 | 537,250                        | 107,000            | 5,948,600          | 39,972           |                  | 563,500                        | 7,196,322                 |
| STORM WATER        | 740 | 318,589                        | 64,000             | 1,078,090          | 123,110          |                  | 160,000                        | 1,743,789                 |
| REFUSE COLL.       | 750 |                                | 2,000              | 2,674,000          |                  |                  |                                | 2,676,000                 |
| PERMISSIVE LIC.    | 230 |                                |                    |                    |                  |                  |                                | 0                         |
| POLICE PENSION     | 240 | 150,000                        |                    |                    |                  | 4,000            |                                | 154,000                   |
| SEWER CAPACITY     | 250 |                                |                    | 250                | 0                |                  |                                | 250                       |
| GENERAL DEBT       | 310 |                                |                    |                    | 2,981,740        |                  |                                | 2,981,740                 |
| S. A. DEBT         | 320 |                                |                    |                    |                  |                  |                                | 0                         |
| TAYLOR SQ. DEBT    | 330 |                                |                    |                    | 573,905          |                  |                                | 573,905                   |
| EMPLOYEE FUND      | 690 |                                |                    |                    |                  |                  |                                | 0                         |
| JEDD1              | 941 |                                |                    | 110,000            |                  |                  |                                | 110,000                   |
| JEDD2              | 942 |                                |                    | 85,000             |                  |                  |                                | 85,000                    |
| JEDD3              | 943 |                                |                    | 165,000            |                  |                  |                                | 165,000                   |
| JEDD 4             | 944 |                                |                    | 10,000             |                  |                  |                                | 10,000                    |
| Taylor Sq Tif      | 970 |                                |                    | 30,000             |                  |                  |                                | 30,000                    |
| BRICE-MAIN DEBT    | 971 |                                |                    | 4,000              | 102,975          |                  |                                | 106,975                   |
| KROGER TIF DEBT    | 972 |                                |                    |                    |                  |                  |                                | 0                         |
| SUMMIT RD TIF #1   | 973 |                                |                    | 1,500              |                  |                  |                                | 1,500                     |
| TAYLOR RD TIF #1   | 974 |                                |                    | 500                |                  |                  |                                | 500                       |
| TAYLOR RD TIF #2   | 975 |                                |                    | 100                |                  |                  |                                | 100                       |
| <b>TOTALS</b>      |     | <b>2,409,009</b>               | <b>790,000</b>     | <b>16,418,800</b>  | <b>4,076,817</b> | <b>2,414,000</b> | <b>1,352,000</b>               | <b>27,460,626</b>         |

**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, 2021 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 2021 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 \$ 573,905 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 \$ 950,250 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 \$ 130,350 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, 2022.

**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, 2022 must be adopted by City Council prior to April 1, 2022; wherefore, upon adoption by Council this ordinance shall be in effect upon the signature by the Mayor. |

| Account Number                                         | Account Description             | 2021 Adopted Budget | 2021 Amended Budget | 2022 Department Entry | Department Entry Comments                      | Mayor's Budget Comments |
|--------------------------------------------------------|---------------------------------|---------------------|---------------------|-----------------------|------------------------------------------------|-------------------------|
| Fund: 110 - General Fund                               |                                 |                     |                     |                       |                                                |                         |
| EXPENSES                                               |                                 |                     |                     |                       |                                                |                         |
| Department: 111 - Police Division                      |                                 |                     |                     |                       |                                                |                         |
| 5100 - Personal Services                               |                                 |                     |                     |                       |                                                |                         |
| 5102                                                   | Wages-Staff                     | 1,071,019.0000      | 1,071,019.0000      | 1,259,870.0000        |                                                |                         |
| 5104                                                   | Wages-Part time                 | 122,679.0000        | 122,679.0000        | 132,897.0000          |                                                |                         |
| 5105                                                   | Overtime                        | 365,000.0000        | 365,000.0000        | 365,000.0000          |                                                |                         |
| 5106                                                   | Longevity                       | 50,000.0000         | 50,000.0000         | 59,100.0000           |                                                |                         |
| 5109                                                   | HSA Employer Funding            | 288,868.0000        | 288,868.0000        | 328,648.0000          |                                                |                         |
| 5111                                                   | Wages Chief                     | 133,994.0000        | 133,994.0000        | 138,029.0000          |                                                |                         |
| 5113                                                   | Wages Enforcement               | 6,604,874.0000      | 6,679,874.0000      | 6,844,633.0000        |                                                |                         |
| 5151                                                   | PERS Contribution               | 169,512.0000        | 169,512.0000        | 197,459.0000          |                                                |                         |
| 5152                                                   | PFDPF Contribution              | 1,224,841.0000      | 1,224,841.0000      | 1,288,596.0000        | reduced by \$150,000 for payment from fund 240 |                         |
| 5155                                                   | PERS Pickup                     | 57,899.0000         | 57,899.0000         | 57,955.0000           |                                                |                         |
| 5161                                                   | Group Insurance                 | 1,381,134.0000      | 1,381,214.7700      | 1,619,525.0000        |                                                |                         |
| 5166                                                   | Medicare                        | 121,041.0000        | 122,128.5000        | 127,593.0000          |                                                |                         |
| Account Classification Total: 5100 - Personal Services |                                 | \$11,590,861.00     | \$11,667,029.27     | \$12,419,305.00       |                                                |                         |
| 5200 - Supplies                                        |                                 |                     |                     |                       |                                                |                         |
| 5201                                                   | Office Supplies                 | 10,000.0000         | 10,875.8500         | 10,000.0000           |                                                |                         |
| 5202                                                   | Photo Copy Supplies             | 3,500.0000          | 4,499.7500          | 3,500.0000            |                                                |                         |
| 5203                                                   | Computer Supplies               | 15,000.0000         | 17,645.6600         | 13,600.0000           |                                                |                         |
| 5205                                                   | Small Tools/Minor Equipment     | 9,700.0000          | 9,730.9800          | 11,500.0000           |                                                |                         |
| 5206                                                   | Evidence                        | 10,000.0000         | 10,000.0000         | 10,000.0000           |                                                |                         |
| 5207                                                   | Law Enforcement Supplies        | 72,000.0000         | 81,348.2100         | 66,000.0000           |                                                |                         |
| 5213                                                   | Repair and Maintenance Supplies | 12,000.0000         | 12,789.9800         | 16,100.0000           |                                                |                         |
| 5241                                                   | Uniforms-Purchased              | 104,700.0000        | 108,743.7100        | 145,500.0000          |                                                |                         |
| 5251                                                   | MV Gas and Oil                  | 140,000.0000        | 146,406.7500        | 190,000.0000          |                                                |                         |
| Account Classification Total: 5200 - Supplies          |                                 | \$376,900.00        | \$402,040.89        | \$466,200.00          |                                                |                         |

| Account Number                                                | Account Description            | 2021 Adopted Budget    | 2021 Amended Budget    | 2022 Department Entry  | Department Entry Comments | Mayor's Budget Comments |
|---------------------------------------------------------------|--------------------------------|------------------------|------------------------|------------------------|---------------------------|-------------------------|
| <i>5300 - Services</i>                                        |                                |                        |                        |                        |                           |                         |
| 5311                                                          | Utilities                      | 145,000.0000           | 156,763.5400           | 150,000.0000           |                           |                         |
| 5321                                                          | Professional Training          | 107,150.0000           | 109,404.4000           | 91,000.0000            |                           |                         |
| 5323                                                          | Publications                   | 3,750.0000             | 3,750.0000             | 30,350.0000            |                           |                         |
| 5324                                                          | Professional Association Dues  | 2,500.0000             | 2,790.0000             | 5,600.0000             |                           |                         |
| 5325                                                          | Educational Assistance         | 10,000.0000            | 12,469.7500            | 10,000.0000            |                           |                         |
| 5339                                                          | Misc Contract Services         | 85,200.0000            | 88,716.0900            | 69,200.0000            |                           |                         |
| 5351                                                          | Liability Insurance Deductible | 50,000.0000            | 53,605.7100            | 50,000.0000            |                           |                         |
| 5361                                                          | Building Repair/Maintenance    | 80,000.0000            | 81,543.0900            | 60,000.0000            |                           |                         |
| 5362                                                          | Equipment Maintenance          | 80,350.0000            | 80,830.0000            | 68,000.0000            |                           |                         |
| 5363                                                          | MV Repair/Maintenance-External | 30,000.0000            | 33,145.0000            | 30,000.0000            |                           |                         |
| 5366                                                          | Computer Maintenance           | 3,000.0000             | 3,000.0000             | 3,000.0000             |                           |                         |
| 5375                                                          | Prisoner Care                  | 145,000.0000           | 149,334.0000           | 126,000.0000           |                           |                         |
| 5391                                                          | Postage                        | 7,000.0000             | 7,000.0000             | 8,000.0000             |                           |                         |
| 5392                                                          | Fingerprinting Services        | 750.0000               | 772.0000               | 750.0000               |                           |                         |
| 5393                                                          | L.E.A.D.S Terminal             | 8,500.0000             | 8,500.0000             | 8,000.0000             |                           |                         |
| 5395                                                          | Printing/Advertising           | 20,000.0000            | 20,215.3800            | 27,000.0000            |                           |                         |
| 5396                                                          | Uniform Cleaning/Repairs       | 45,000.0000            | 46,864.8900            | 65,000.0000            |                           |                         |
| 5399                                                          | Other Miscellaneous Services   | 6,500.0000             | 39,000.0000            | 10,700.0000            |                           |                         |
| <i>Account Classification Total: 5300 - Services</i>          |                                | <b>\$829,700.00</b>    | <b>\$897,703.85</b>    | <b>\$812,600.00</b>    |                           |                         |
| <i>5600 - Capital Purchases</i>                               |                                |                        |                        |                        |                           |                         |
| 5631                                                          | Furniture and Fixtures         | 10,000.0000            | 10,000.0000            | 10,000.0000            |                           |                         |
| 5632                                                          | Motor Vehicles                 | 341,000.0000           | 388,210.3000           | 418,425.0000           |                           |                         |
| 5633                                                          | Machinery and Equipment        | 50,000.0000            | 50,217.4300            | 40,000.0000            |                           |                         |
| 5634                                                          | Unmarked Vehicles              | 8,400.0000             | 8,933.3300             | 28,400.0000            |                           |                         |
| 5639                                                          | Other Equipment                | 66,000.0000            | 66,000.0000            | 50,000.0000            |                           |                         |
| <i>Account Classification Total: 5600 - Capital Purchases</i> |                                | <b>\$475,400.00</b>    | <b>\$523,361.06</b>    | <b>\$546,825.00</b>    |                           |                         |
| <b>Department Total: 111 - Police Division</b>                |                                | <b>\$13,272,861.00</b> | <b>\$13,490,135.07</b> | <b>\$14,244,930.00</b> |                           |                         |

| Account Number                                         | Account Description              | 2021 Adopted Budget | 2021 Amended Budget | 2022 Department Entry | Department Entry Comments                                                                                                                                       | Mayor's Budget Comments |
|--------------------------------------------------------|----------------------------------|---------------------|---------------------|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| Department: 290 - Mechanic                             |                                  |                     |                     |                       |                                                                                                                                                                 |                         |
| 5100 - Personal Services                               |                                  |                     |                     |                       |                                                                                                                                                                 |                         |
| 5102                                                   | Wages-Staff                      | 99,351.0000         | 99,351.0000         | 104,043.0000          |                                                                                                                                                                 |                         |
| 5106                                                   | Longevity                        | 0.0000              | 0.0000              | 550.0000              |                                                                                                                                                                 |                         |
| 5109                                                   | HSA Employer Funding             | 8,000.0000          | 8,000.0000          | 6,000.0000            |                                                                                                                                                                 |                         |
| 5151                                                   | PERS Contribution                | 13,909.0000         | 13,909.0000         | 14,643.0000           |                                                                                                                                                                 |                         |
| 5161                                                   | Group Insurance                  | 42,050.0000         | 42,050.0000         | 31,017.0000           |                                                                                                                                                                 |                         |
| 5166                                                   | Medicare                         | 1,441.0000          | 1,441.0000          | 1,517.0000            |                                                                                                                                                                 |                         |
| Account Classification Total: 5100 - Personal Services |                                  | \$164,751.00        | \$164,751.00        | \$157,770.00          |                                                                                                                                                                 |                         |
| 5200 - Supplies                                        |                                  |                     |                     |                       |                                                                                                                                                                 |                         |
| 5201                                                   | Office Supplies                  | 200.0000            | 200.0000            | 200.0000              |                                                                                                                                                                 |                         |
| 5203                                                   | Computer Supplies                | 100.0000            | 100.0000            | 500.0000              |                                                                                                                                                                 |                         |
| 5205                                                   | Small Tools/Minor Equipment      | 3,000.0000          | 3,000.0000          | 3,000.0000            | Various small/medium tools and equipment necessary to maintain the City's fleet, including the City's Police Department.                                        |                         |
| 5213                                                   | Repair and Maintenance Supplies  | 120,000.0000        | 120,329.1400        | 130,000.0000          | Various repair parts (spark plugs, brake pads, tires, etc.) necessary to maintain the City's fleet, including the City's Police Department.                     |                         |
| 5259                                                   | Operating Materials and Supplies | 8,500.0000          | 8,500.0000          | 9,500.0000            | Various materials and supplies (Motor oil, transmission fluid, shop rags, etc.) necessary to maintain the City's fleet, including the City's Police Department. |                         |
| Account Classification Total: 5200 - Supplies          |                                  | \$131,800.00        | \$132,129.14        | \$143,200.00          |                                                                                                                                                                 |                         |
| 5300 - Services                                        |                                  |                     |                     |                       |                                                                                                                                                                 |                         |
| 5311                                                   | Utilities                        | 600.0000            | 648.9400            | 600.0000              |                                                                                                                                                                 |                         |
| 5321                                                   | Professional Training            | 800.0000            | 800.0000            | 800.0000              |                                                                                                                                                                 |                         |
| 5362                                                   | Equipment Maintenance            | 3,000.0000          | 3,000.0000          | 3,000.0000            |                                                                                                                                                                 |                         |
| 5363                                                   | MV Repair/Maintenance-External   | 40,000.0000         | 40,803.0900         | 40,000.0000           |                                                                                                                                                                 |                         |
| 5397                                                   | Uniform Rental                   | 1,650.0000          | 1,731.1200          | 1,650.0000            |                                                                                                                                                                 |                         |
| 5399                                                   | Other Miscellaneous Services     | 1,500.0000          | 1,500.0000          | 1,500.0000            |                                                                                                                                                                 |                         |
| Account Classification Total: 5300 - Services          |                                  | \$47,550.00         | \$48,483.15         | \$47,550.00           |                                                                                                                                                                 |                         |
| Department Total: 290 - Mechanic                       |                                  | \$344,101.00        | \$345,363.29        | \$348,520.00          |                                                                                                                                                                 |                         |



| Account Number                                         | Account Description               | 2021 Adopted Budget | 2021 Amended Budget | 2022 Department Entry | Department Entry Comments | Mayor's Budget Comments |
|--------------------------------------------------------|-----------------------------------|---------------------|---------------------|-----------------------|---------------------------|-------------------------|
| Department: 340 - Parks and Recreation                 |                                   |                     |                     |                       |                           |                         |
| 5100 - Personal Services                               |                                   |                     |                     |                       |                           |                         |
| 5101                                                   | Salary-Elected Officials/Director | 95,895.0000         | 95,895.0000         | 105,500.0000          |                           |                         |
| 5102                                                   | Wages-Staff                       | 524,505.0000        | 524,505.0000        | 678,070.0000          |                           |                         |
| 5105                                                   | Overtime                          | 42,000.0000         | 42,000.0000         | 15,000.0000           |                           |                         |
| 5106                                                   | Longevity                         | 1,700.0000          | 1,700.0000          | 3,455.0000            |                           |                         |
| 5109                                                   | HSA Employer Funding              | 42,000.0000         | 42,000.0000         | 54,000.0000           |                           |                         |
| 5141                                                   | Wages-Seasonal Labor              | 110,000.0000        | 110,000.0000        | 125,000.0000          |                           |                         |
| 5151                                                   | PERS Contribution                 | 108,374.0000        | 108,374.0000        | 129,784.0000          |                           |                         |
| 5161                                                   | Group Insurance                   | 207,425.0000        | 207,425.0000        | 280,235.0000          |                           |                         |
| 5166                                                   | Medicare                          | 11,224.0000         | 11,224.0000         | 13,442.0000           |                           |                         |
| Account Classification Total: 5100 - Personal Services |                                   | \$1,143,123.00      | \$1,143,123.00      | \$1,404,486.00        |                           |                         |
| 5200 - Supplies                                        |                                   |                     |                     |                       |                           |                         |
| 5201                                                   | Office Supplies                   | 600.0000            | 600.0000            | 750.0000              |                           |                         |
| 5203                                                   | Computer Supplies                 | 500.0000            | 500.0000            | 680.0000              |                           |                         |
| 5205                                                   | Small Tools/Minor Equipment       | 4,345.0000          | 8,291.5400          | 6,750.0000            |                           |                         |
| 5209                                                   | Chemicals                         | 39,115.0000         | 39,115.0000         | 47,320.0000           |                           |                         |
| 5213                                                   | Repair and Maintenance Supplies   | 54,350.0000         | 78,343.6500         | 46,050.0000           |                           |                         |
| 5215                                                   | Recreational Supplies             | 77,383.0000         | 80,907.1200         | 83,941.0000           |                           |                         |
| 5241                                                   | Uniforms-Purchased                | 2,500.0000          | 2,679.9500          | 5,000.0000            |                           |                         |
| 5251                                                   | MV Gas and Oil                    | 20,000.0000         | 21,836.8300         | 22,000.0000           |                           |                         |
| 5252                                                   | Aggregates                        | 17,000.0000         | 17,000.0000         | 16,950.0000           |                           |                         |
| 5259                                                   | Operating Materials and Supplies  | 12,400.0000         | 22,559.5100         | 22,750.0000           |                           |                         |
| Account Classification Total: 5200 - Supplies          |                                   | \$228,193.00        | \$271,833.60        | \$252,191.00          |                           |                         |
| 5300 - Services                                        |                                   |                     |                     |                       |                           |                         |
| 5303                                                   | Community Events                  | 8,200.0000          | 8,700.0000          | 7,200.0000            |                           |                         |
| 5311                                                   | Utilities                         | 39,000.0000         | 41,591.1600         | 39,000.0000           |                           |                         |
| 5321                                                   | Professional Training             | 1,900.0000          | 1,900.0000          | 1,900.0000            |                           |                         |
| 5322                                                   | Conference/Reimb                  | 8,200.0000          | 8,299.0000          | 9,200.0000            |                           |                         |
| 5323                                                   | Publications                      | 250.0000            | 250.0000            | 250.0000              |                           |                         |
| 5324                                                   | Professional Association Dues     | 1,500.0000          | 1,500.0000          | 2,500.0000            |                           |                         |
| 5338                                                   | Personal Service Contracts        | 73,806.0000         | 73,806.0000         | 66,086.0000           |                           |                         |
| 5339                                                   | Misc Contract Services            | 285,000.0000        | 413,048.4200        | 279,339.0000          |                           |                         |
| 5361                                                   | Building Repair/Maintenance       | 79,500.0000         | 79,500.0000         | 18,000.0000           |                           |                         |
| 5362                                                   | Equipment Maintenance             | 2,000.0000          | 2,000.0000          | 2,000.0000            |                           |                         |
| 5391                                                   | Postage                           | 7,500.0000          | 10,349.2700         | 7,500.0000            |                           |                         |
| 5395                                                   | Printing/Advertising              | 25,000.0000         | 32,218.3400         | 25,000.0000           |                           |                         |
| 5399                                                   | Other Miscellaneous Services      | 3,020.0000          | 3,045.9800          | 14,290.0000           |                           |                         |
| Account Classification Total: 5300 - Services          |                                   | \$534,876.00        | \$676,208.17        | \$472,265.00          |                           |                         |
| 5600 - Capital Purchases                               |                                   |                     |                     |                       |                           |                         |
| 5631                                                   | Furniture and Fixtures            | 0.0000              | 0.0000              | 15,000.0000           |                           |                         |
| 5633                                                   | Machinery and Equipment           | 0.0000              | 0.0000              | 170,000.0000          |                           |                         |
| 5639                                                   | Other Equipment                   | 0.0000              | 17,163.0000         | 25,000.0000           |                           |                         |
| Account Classification Total: 5600 - Capital Purchases |                                   | \$0.00              | \$17,163.00         | \$210,000.00          |                           |                         |
| Department Total: 340 - Parks and Recreation           |                                   | \$1,906,192.00      | \$2,108,327.77      | \$2,338,942.00        |                           |                         |

| Account Number                                         | Account Description             | 2021 Adopted Budget | 2021 Amended Budget | 2022 Department Entry | Department Entry Comments | Mayor's Budget Comments |
|--------------------------------------------------------|---------------------------------|---------------------|---------------------|-----------------------|---------------------------|-------------------------|
| Department: 343 - Senior Center                        |                                 |                     |                     |                       |                           |                         |
| 5100 - Personal Services                               |                                 |                     |                     |                       |                           |                         |
| 5102                                                   | Wages-Staff                     | 70,207.0000         | 70,207.0000         | 120,042.0000          |                           |                         |
| 5104                                                   | Wages-Part time                 | 62,567.0000         | 62,567.0000         | 0.0000                |                           |                         |
| 5105                                                   | Overtime                        | 4,000.0000          | 4,000.0000          | 2,000.0000            |                           |                         |
| 5106                                                   | Longevity                       | 600.0000            | 600.0000            | 650.0000              |                           |                         |
| 5109                                                   | HSA Employer Funding            | 2,000.0000          | 2,000.0000          | 6,000.0000            |                           |                         |
| 5151                                                   | PERS Contribution               | 19,232.0000         | 19,232.0000         | 17,177.0000           |                           |                         |
| 5161                                                   | Group Insurance                 | 9,068.0000          | 9,068.0000          | 31,323.0000           |                           |                         |
| 5166                                                   | Medicare                        | 1,992.0000          | 1,992.0000          | 1,779.0000            |                           |                         |
| Account Classification Total: 5100 - Personal Services |                                 | \$169,666.00        | \$169,666.00        | \$178,971.00          |                           |                         |
| 5200 - Supplies                                        |                                 |                     |                     |                       |                           |                         |
| 5201                                                   | Office Supplies                 | 1,400.0000          | 1,436.5000          | 1,300.0000            |                           |                         |
| 5203                                                   | Computer Supplies               | 1,200.0000          | 1,200.0000          | 1,500.0000            |                           |                         |
| 5213                                                   | Repair and Maintenance Supplies | 5,000.0000          | 5,904.8300          | 5,000.0000            |                           |                         |
| 5215                                                   | Recreational Supplies           | 3,000.0000          | 3,000.0000          | 2,000.0000            |                           |                         |
| 5216                                                   | Contributed Supplies Purchased  | 0.0000              | 19,126.5700         | 0.0000                |                           |                         |
| Account Classification Total: 5200 - Supplies          |                                 | \$10,600.00         | \$30,667.90         | \$9,800.00            |                           |                         |
| 5300 - Services                                        |                                 |                     |                     |                       |                           |                         |
| 5311                                                   | Utilities                       | 7,000.0000          | 7,483.6100          | 8,500.0000            |                           |                         |
| 5321                                                   | Professional Training           | 300.0000            | 394.7800            | 0.0000                |                           |                         |
| 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          | 9,200.0000          | 9,500.0000            |                           |                         |
| 5361                                                   | Building Repair/Maintenance     | 25,000.0000         | 25,000.0000         | 8,000.0000            |                           |                         |
| 5391                                                   | Postage                         | 2,500.0000          | 2,622.5600          | 2,500.0000            |                           |                         |
| Account Classification Total: 5300 - Services          |                                 | \$44,550.00         | \$45,250.95         | \$29,050.00           |                           |                         |
| Department Total: 343 - Senior Center                  |                                 | \$224,816.00        | \$245,584.85        | \$217,821.00          |                           |                         |



| Account Number                                         | Account Description           | 2021 Adopted Budget | 2021 Amended Budget | 2022 Department Entry | Department Entry Comments                                                                                     | Mayor's Budget Comments |
|--------------------------------------------------------|-------------------------------|---------------------|---------------------|-----------------------|---------------------------------------------------------------------------------------------------------------|-------------------------|
| Department: 344 - Community Events                     |                               |                     |                     |                       |                                                                                                               |                         |
| 5100 - Personal Services                               |                               |                     |                     |                       |                                                                                                               |                         |
| 5102                                                   | Wages-Staff                   | 66,310.0000         | 66,310.0000         | 67,637.0000           |                                                                                                               |                         |
| 5105                                                   | Overtime                      | 5,000.0000          | 5,000.0000          | 20,000.0000           | 32,000 Tomato Festival 10,000 Community Events-Other Staff                                                    |                         |
| 5109                                                   | HSA Employer Funding          | 4,000.0000          | 4,000.0000          | 4,000.0000            | 8,000 Community Events- Department Staff                                                                      |                         |
| 5151                                                   | PERS Contribution             | 9,983.0000          | 9,983.0000          | 12,269.0000           |                                                                                                               |                         |
| 5161                                                   | Group Insurance               | 21,070.0000         | 21,070.0000         | 21,846.0000           |                                                                                                               |                         |
| 5166                                                   | Medicare                      | 1,034.0000          | 1,034.0000          | 1,271.0000            |                                                                                                               |                         |
| Account Classification Total: 5100 - Personal Services |                               | \$107,397.00        | \$107,397.00        | \$127,023.00          |                                                                                                               |                         |
| 5200 - Supplies                                        |                               |                     |                     |                       |                                                                                                               |                         |
| 5201                                                   | Office Supplies               | 300.0000            | 305.5700            | 300.0000              |                                                                                                               |                         |
| 5203                                                   | Computer Supplies             | 2,000.0000          | 2,000.0000          | 3,500.0000            | Upgrade phone memory, DGI 2, Solid state hard drive, lights.                                                  |                         |
| 5215                                                   | Recreational Supplies         | 24,000.0000         | 25,259.0000         | 24,000.0000           |                                                                                                               |                         |
| 5251                                                   | MV Gas and Oil                | 6,000.0000          | 6,000.0000          | 4,000.0000            |                                                                                                               |                         |
| Account Classification Total: 5200 - Supplies          |                               | \$32,300.00         | \$33,564.57         | \$31,800.00           |                                                                                                               |                         |
| 5300 - Services                                        |                               |                     |                     |                       |                                                                                                               |                         |
| 5311                                                   | Utilities                     | 1,400.0000          | 1,448.9400          | 1,500.0000            |                                                                                                               |                         |
| 5321                                                   | Professional Training         | 831.0000            | 831.0000            | 831.0000              |                                                                                                               |                         |
| 5322                                                   | Conference/Reimb              | 1,970.0000          | 1,970.0000          | 1,970.0000            |                                                                                                               |                         |
| 5324                                                   | Professional Association Dues | 1,154.0000          | 1,154.0000          | 1,154.0000            |                                                                                                               |                         |
| 5339                                                   | Misc Contract Services        | 240,000.0000        | 242,512.0000        | 270,000.0000          | Tomato Festival, Independence Day Celebration (Stage, Production, Entertainment), Juneteenth and Pride event. |                         |
| 5395                                                   | Printing/Advertising          | 28,600.0000         | 28,600.0000         | 49,100.0000           | Increase of 20,500 from 2021 Print/ Mail Community Resource Guide                                             |                         |
| 5399                                                   | Other Miscellaneous Services  | 10,000.0000         | 10,000.0000         | 10,000.0000           |                                                                                                               |                         |
| Account Classification Total: 5300 - Services          |                               | \$283,955.00        | \$286,515.94        | \$334,555.00          |                                                                                                               |                         |
| Department Total: 344 - Community Events               |                               | \$423,652.00        | \$427,477.51        | \$493,378.00          |                                                                                                               |                         |

| Account Number                                         | Account Description               | 2021 Adopted Budget | 2021 Amended Budget | 2022 Department Entry | Department Entry Comments                                                                                                    | Mayor's Budget Comments |
|--------------------------------------------------------|-----------------------------------|---------------------|---------------------|-----------------------|------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| Department: 448 - Service Department                   |                                   |                     |                     |                       |                                                                                                                              |                         |
| 5100 - Personal Services                               |                                   |                     |                     |                       |                                                                                                                              |                         |
| 5101                                                   | Salary-Elected Officials/Director | 98,793.0000         | 98,793.0000         | 108,680.0000          |                                                                                                                              |                         |
| 5102                                                   | Wages-Staff                       | 374,844.0000        | 374,844.0000        | 383,730.0000          |                                                                                                                              |                         |
| 5105                                                   | Overtime                          | 7,000.0000          | 7,000.0000          | 7,000.0000            |                                                                                                                              |                         |
| 5106                                                   | Longevity                         | 2,600.0000          | 2,600.0000          | 3,150.0000            |                                                                                                                              |                         |
| 5109                                                   | HSA Employer Funding              | 30,000.0000         | 30,000.0000         | 30,000.0000           |                                                                                                                              |                         |
| 5151                                                   | PERS Contribution                 | 67,653.0000         | 67,653.0000         | 70,358.0000           |                                                                                                                              |                         |
| 5161                                                   | Group Insurance                   | 156,595.0000        | 156,595.0000        | 162,332.0000          |                                                                                                                              |                         |
| 5166                                                   | Medicare                          | 7,007.0000          | 7,007.0000          | 7,287.0000            |                                                                                                                              |                         |
| Account Classification Total: 5100 - Personal Services |                                   | \$744,492.00        | \$744,492.00        | \$772,537.00          |                                                                                                                              |                         |
| 5200 - Supplies                                        |                                   |                     |                     |                       |                                                                                                                              |                         |
| 5201                                                   | Office Supplies                   | 2,000.0000          | 2,000.0000          | 2,500.0000            |                                                                                                                              |                         |
| 5203                                                   | Computer Supplies                 | 1,000.0000          | 1,000.0000          | 1,250.0000            |                                                                                                                              |                         |
| 5213                                                   | Repair and Maintenance Supplies   | 20,000.0000         | 20,314.8600         | 20,000.0000           | Building (City Hall) maintenance supplies (HVAC, plumbing, electric, etc.).                                                  |                         |
| 5251                                                   | MV Gas and Oil                    | 1,800.0000          | 1,845.2700          | 1,800.0000            |                                                                                                                              |                         |
| 5259                                                   | Operating Materials and Supplies  | 0.0000              | 0.0000              | 500.0000              |                                                                                                                              |                         |
| Account Classification Total: 5200 - Supplies          |                                   | \$24,800.00         | \$25,160.13         | \$26,050.00           |                                                                                                                              |                         |
| 5300 - Services                                        |                                   |                     |                     |                       |                                                                                                                              |                         |
| 5301                                                   | Boards/Commissions                | 250.0000            | 250.0000            | 250.0000              |                                                                                                                              |                         |
| 5302                                                   | Street Lighting                   | 252,000.0000        | 269,468.6200        | 275,000.0000          | Anticipated increase in cost based on proposed new/redevelopment projects (East Main Street Phase I, Sorinhill Farms, etc.). |                         |
| 5303                                                   | Community Events                  | 40,000.0000         | 40,000.0000         | 45,000.0000           | Annual 4th of July fireworks display.                                                                                        |                         |
| 5311                                                   | Utilities                         | 0.0000              | 62.8600             | 1,600.0000            |                                                                                                                              |                         |
| 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          | 130,000.0000        | 201,888.0400        | 150,000.0000          |                                                                                                                              |                         |
| 5339                                                   | Misc Contract Services            | 120,000.0000        | 132,531.5800        | 120,000.0000          |                                                                                                                              |                         |
| 5362                                                   | Equipment Maintenance             | 4,500.0000          | 4,609.3000          | 4,500.0000            |                                                                                                                              |                         |
| 5367                                                   | Streetscape Maintenance           | 50,000.0000         | 50,200.0000         | 50,000.0000           |                                                                                                                              |                         |
| 5374                                                   | Emergency Management Services     | 45,000.0000         | 45,000.0000         | 45,000.0000           | Annual contract with OEMA regarding tornado siren maintenance.                                                               |                         |
| 5391                                                   | Postage                           | 250.0000            | 250.0000            | 750.0000              |                                                                                                                              |                         |
| 5395                                                   | Printing/Advertising              | 1,500.0000          | 1,500.0000          | 1,500.0000            |                                                                                                                              |                         |
| 5396                                                   | Uniform Cleaning/Repairs          | 300.0000            | 300.0000            | 200.0000              |                                                                                                                              |                         |
| 5397                                                   | Uniform Rental                    | 2,500.0000          | 2,500.0000          | 2,000.0000            |                                                                                                                              |                         |
| 5398                                                   | Tree/Grass Service                | 31,000.0000         | 31,000.0000         | 31,000.0000           |                                                                                                                              |                         |
| 5399                                                   | Other Miscellaneous Services      | 1,300.0000          | 1,300.0000          | 1,500.0000            |                                                                                                                              |                         |
| Account Classification Total: 5300 - Services          |                                   | \$680,950.00        | \$783,210.40        | \$730,650.00          |                                                                                                                              |                         |
| 5600 - Capital Purchases                               |                                   |                     |                     |                       |                                                                                                                              |                         |
| 5631                                                   | Furniture and Fixtures            | 5,000.0000          | 5,000.0000          | 5,000.0000            |                                                                                                                              |                         |
| Account Classification Total: 5600 - Capital Purchases |                                   | \$5,000.00          | \$5,000.00          | \$5,000.00            |                                                                                                                              |                         |
| Department Total: 448 - Service Department             |                                   | \$1,455,242.00      | \$1,557,862.53      | \$1,534,237.00        |                                                                                                                              |                         |

| Account Number                                         | Account Description               | 2021 Adopted Budget | 2021 Amended Budget | 2022 Department Entry | Department Entry Comments                                                                                                                                                                                                                             | Mayor's Budget Comments |
|--------------------------------------------------------|-----------------------------------|---------------------|---------------------|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| Department: 479 - Building Department                  |                                   |                     |                     |                       |                                                                                                                                                                                                                                                       |                         |
| 5100 - Personal Services                               |                                   |                     |                     |                       |                                                                                                                                                                                                                                                       |                         |
| 5101                                                   | Salary-Elected Officials/Director | 0.0000              | 0.0000              | 95,000.0000           |                                                                                                                                                                                                                                                       |                         |
| 5102                                                   | Wages-Staff                       | 410,469.0000        | 410,469.0000        | 377,305.0000          |                                                                                                                                                                                                                                                       |                         |
| 5106                                                   | Longevity                         | 650.0000            | 650.0000            | 1,200.0000            |                                                                                                                                                                                                                                                       |                         |
| 5109                                                   | HSA Employer Funding              | 26,000.0000         | 26,000.0000         | 30,000.0000           |                                                                                                                                                                                                                                                       |                         |
| 5151                                                   | PERS Contribution                 | 57,557.0000         | 57,557.0000         | 66,291.0000           |                                                                                                                                                                                                                                                       |                         |
| 5161                                                   | Group Insurance                   | 135,188.0000        | 135,188.0000        | 162,146.0000          |                                                                                                                                                                                                                                                       |                         |
| 5166                                                   | Medicare                          | 5,961.0000          | 5,961.0000          | 6,866.0000            |                                                                                                                                                                                                                                                       |                         |
| Account Classification Total: 5100 - Personal Services |                                   | \$635,825.00        | \$635,825.00        | \$738,808.00          |                                                                                                                                                                                                                                                       |                         |
| 5200 - Supplies                                        |                                   |                     |                     |                       |                                                                                                                                                                                                                                                       |                         |
| 5201                                                   | Office Supplies                   | 2,500.0000          | 2,500.0000          | 2,500.0000            |                                                                                                                                                                                                                                                       |                         |
| 5203                                                   | Computer Supplies                 | 0.0000              | 0.0000              | 1,500.0000            | Additional cost for new equipment/software (iPad's, various modules, etc.) to be deployed in 2022.                                                                                                                                                    |                         |
| 5241                                                   | Uniforms-Purchased                | 3,500.0000          | 3,500.0000          | 3,500.0000            |                                                                                                                                                                                                                                                       |                         |
| 5251                                                   | MV Gas and Oil                    | 4,000.0000          | 4,213.7300          | 6,000.0000            | Additional cost for new staff (Chief Building Official and Code Enforcement Officer) members.                                                                                                                                                         |                         |
| Account Classification Total: 5200 - Supplies          |                                   | \$10,000.00         | \$10,213.73         | \$13,500.00           |                                                                                                                                                                                                                                                       |                         |
| 5300 - Services                                        |                                   |                     |                     |                       |                                                                                                                                                                                                                                                       |                         |
| 5311                                                   | Utilities                         | 5,500.0000          | 5,706.7500          | 6,000.0000            |                                                                                                                                                                                                                                                       |                         |
| 5321                                                   | Professional Training             | 2,500.0000          | 3,583.0000          | 3,500.0000            |                                                                                                                                                                                                                                                       |                         |
| 5322                                                   | Conference/Reimb                  | 1,500.0000          | 1,500.0000          | 3,000.0000            | Additional cost for Continuing Education Units (CEU's)/certifications for current/new (Chief Building Official and Code Enforcement Officer) staff members.                                                                                           |                         |
| 5323                                                   | Publications                      | 500.0000            | 657.0000            | 1,000.0000            |                                                                                                                                                                                                                                                       |                         |
| 5324                                                   | Professional Association Dues     | 1,000.0000          | 1,000.0000          | 1,500.0000            |                                                                                                                                                                                                                                                       |                         |
| 5325                                                   | Educational Assistance            | 3,600.0000          | 3,600.0000          | 1,000.0000            | Reduction based on past history.                                                                                                                                                                                                                      |                         |
| 5331                                                   | Engineering/Architecture          | 2,000.0000          | 2,000.0000          | 2,000.0000            |                                                                                                                                                                                                                                                       |                         |
| 5339                                                   | Misc Contract Services            | 55,000.0000         | 59,513.7500         | 55,000.0000           |                                                                                                                                                                                                                                                       |                         |
| 5362                                                   | Equipment Maintenance             | 7,000.0000          | 8,142.8900          | 7,000.0000            |                                                                                                                                                                                                                                                       |                         |
| 5366                                                   | Computer Maintenance              | 2,000.0000          | 2,000.0000          | 5,000.0000            | Additional cost for current/new staff (Chief Building Official and Code Enforcement Officer) members, as well as equipment/software (iPad's, various modules, etc.) to be deployed in 2022.                                                           |                         |
| 5376                                                   | County Health Services            | 40,000.0000         | 41,833.0000         | 60,000.0000           | Additional cost based on an projected increase in commercial/residential building permits (200 - 250) for 2022. Average inspection cost per unit in 2021 was \$400.00 - \$530.00 (60% of total cost reimbursed to Franklin County Health Department). |                         |
| 5391                                                   | Postage                           | 2,500.0000          | 2,500.0000          | 2,500.0000            |                                                                                                                                                                                                                                                       |                         |
| 5395                                                   | Printing/Advertising              | 3,500.0000          | 3,500.0000          | 3,500.0000            |                                                                                                                                                                                                                                                       |                         |
| 5399                                                   | Other Miscellaneous Services      | 500.0000            | 500.0000            | 0.0000                |                                                                                                                                                                                                                                                       |                         |
| Account Classification Total: 5300 - Services          |                                   | \$127,100.00        | \$136,036.39        | \$151,000.00          |                                                                                                                                                                                                                                                       |                         |
| 5600 - Capital Purchases                               |                                   |                     |                     |                       |                                                                                                                                                                                                                                                       |                         |
| 5632                                                   | Motor Vehicles                    | 0.0000              | 0.0000              | 40,000.0000           | Additional Electric Vehicle (EV) will be purchased for the Building Department in 2022.                                                                                                                                                               |                         |
| Account Classification Total: 5600 - Capital Purchases |                                   | \$0.00              | \$0.00              | \$40,000.00           |                                                                                                                                                                                                                                                       |                         |
| Department Total: 479 - Building Department            |                                   | \$772,925.00        | \$782,075.12        | \$943,308.00          |                                                                                                                                                                                                                                                       |                         |

| Account Number                                                | Account Description               | 2021 Adopted Budget | 2021 Amended Budget | 2022 Department Entry | Department Entry Comments               | Mayor's Budget Comments |
|---------------------------------------------------------------|-----------------------------------|---------------------|---------------------|-----------------------|-----------------------------------------|-------------------------|
| <b>Department: 522 - Mayor</b>                                |                                   |                     |                     |                       |                                         |                         |
| <i>5100 - Personal Services</i>                               |                                   |                     |                     |                       |                                         |                         |
| 5101                                                          | Salary-Elected Officials/Director | 97,802.0000         | 97,802.0000         | 97,802.0000           |                                         |                         |
| 5102                                                          | Wages-Staff                       | 57,096.0000         | 57,096.0000         | 148,809.0000          |                                         |                         |
| 5104                                                          | Wages-Part time                   | 7,000.0000          | 7,000.0000          | 7,000.0000            |                                         |                         |
| 5109                                                          | HSA Employer Funding              | 6,000.0000          | 6,000.0000          | 10,000.0000           |                                         |                         |
| 5151                                                          | PERS Contribution                 | 22,666.0000         | 22,666.0000         | 35,506.0000           |                                         |                         |
| 5161                                                          | Group Insurance                   | 29,868.0000         | 29,868.0000         | 52,575.0000           |                                         |                         |
| 5166                                                          | Medicare                          | 2,348.0000          | 2,348.0000          | 3,677.0000            |                                         |                         |
| <i>Account Classification Total: 5100 - Personal Services</i> |                                   | <b>\$222,780.00</b> | <b>\$222,780.00</b> | <b>\$355,369.00</b>   |                                         |                         |
| <i>5200 - Supplies</i>                                        |                                   |                     |                     |                       |                                         |                         |
| 5201                                                          | Office Supplies                   | 800.0000            | 836.9900            | 800.0000              |                                         |                         |
| 5203                                                          | Computer Supplies                 | 250.0000            | 250.0000            | 250.0000              |                                         |                         |
| <i>Account Classification Total: 5200 - Supplies</i>          |                                   | <b>\$1,050.00</b>   | <b>\$1,086.99</b>   | <b>\$1,050.00</b>     |                                         |                         |
| <i>5300 - Services</i>                                        |                                   |                     |                     |                       |                                         |                         |
| 5311                                                          | Utilities                         | 800.0000            | 848.9400            | 800.0000              |                                         |                         |
| 5322                                                          | Conference/Reimb                  | 1,000.0000          | 1,000.0000          | 1,000.0000            |                                         |                         |
| 5324                                                          | Professional Association Dues     | 1,750.0000          | 1,750.0000          | 1,750.0000            |                                         |                         |
| 5332                                                          | Legal Services                    | 30,000.0000         | 32,844.0000         | 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          | 1,614.8900          | 1,500.0000            |                                         |                         |
| <i>Account Classification Total: 5300 - Services</i>          |                                   | <b>\$41,550.00</b>  | <b>\$44,557.83</b>  | <b>\$41,550.00</b>    |                                         |                         |
| <b>Department Total: 522 - Mayor</b>                          |                                   | <b>\$265,380.00</b> | <b>\$268,424.82</b> | <b>\$397,969.00</b>   |                                         |                         |
| <b>Department: 534 - Civil Service Commission</b>             |                                   |                     |                     |                       |                                         |                         |
| <i>5100 - Personal Services</i>                               |                                   |                     |                     |                       |                                         |                         |
| 5104                                                          | Wages-Part time                   | 59,384.0000         | 59,384.0000         | 60,572.0000           |                                         |                         |
| 5151                                                          | PERS Contribution                 | 8,314.0000          | 8,314.0000          | 8,480.0000            |                                         |                         |
| 5166                                                          | Medicare                          | 861.0000            | 861.0000            | 878.0000              |                                         |                         |
| <i>Account Classification Total: 5100 - Personal Services</i> |                                   | <b>\$68,559.00</b>  | <b>\$68,559.00</b>  | <b>\$69,930.00</b>    |                                         |                         |
| <i>5200 - Supplies</i>                                        |                                   |                     |                     |                       |                                         |                         |
| 5201                                                          | Office Supplies                   | 700.0000            | 3,886.0000          | 1,700.0000            | Increased to purchase new office chairs |                         |
| 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            |                                         |                         |
| <i>Account Classification Total: 5200 - Supplies</i>          |                                   | <b>\$3,000.00</b>   | <b>\$6,186.00</b>   | <b>\$4,000.00</b>     |                                         |                         |
| <i>5300 - Services</i>                                        |                                   |                     |                     |                       |                                         |                         |
| 5321                                                          | Professional Training             | 600.0000            | 600.0000            | 600.0000              |                                         |                         |
| 5332                                                          | Legal Services                    | 7,000.0000          | 7,000.0000          | 7,000.0000            |                                         |                         |
| 5336                                                          | Medical Services/Physical Exams   | 12,000.0000         | 12,000.0000         | 12,000.0000           |                                         |                         |
| 5339                                                          | Misc Contract Services            | 12,000.0000         | 12,000.0000         | 10,000.0000           |                                         |                         |
| 5391                                                          | Postage                           | 200.0000            | 200.0000            | 200.0000              |                                         |                         |
| 5395                                                          | Printing/Advertising              | 5,000.0000          | 5,000.0000          | 5,000.0000            |                                         |                         |
| <i>Account Classification Total: 5300 - Services</i>          |                                   | <b>\$36,800.00</b>  | <b>\$36,800.00</b>  | <b>\$34,800.00</b>    |                                         |                         |
| <i>5600 - Capital Purchases</i>                               |                                   |                     |                     |                       |                                         |                         |
| 5631                                                          | Furniture and Fixtures            | 500.0000            | 500.0000            | 0.0000                |                                         |                         |
| <i>Account Classification Total: 5600 - Capital Purchases</i> |                                   | <b>\$500.00</b>     | <b>\$500.00</b>     | <b>\$0.00</b>         |                                         |                         |
| <b>Department Total: 534 - Civil Service Commission</b>       |                                   | <b>\$108,859.00</b> | <b>\$112,045.00</b> | <b>\$108,730.00</b>   |                                         |                         |



| Account Number                                         | Account Description               | 2021 Adopted Budget | 2021 Amended Budget | 2022 Department Entry | Department Entry Comments                | Mayor's Budget Comments |
|--------------------------------------------------------|-----------------------------------|---------------------|---------------------|-----------------------|------------------------------------------|-------------------------|
| Department: 545 - City Auditor                         |                                   |                     |                     |                       |                                          |                         |
| 5100 - Personal Services                               |                                   |                     |                     |                       |                                          |                         |
| 5101                                                   | Salary-Elected Officials/Director | 90,769.0000         | 90,769.0000         | 90,769.0000           |                                          |                         |
| 5102                                                   | Wages-Staff                       | 163,172.0000        | 163,172.0000        | 161,876.0000          |                                          |                         |
| 5104                                                   | Wages-Part time                   | 45,665.0000         | 45,665.0000         | 46,529.0000           |                                          |                         |
| 5105                                                   | Overtime                          | 2,000.0000          | 2,000.0000          | 2,000.0000            |                                          |                         |
| 5106                                                   | Longevity                         | 600.0000            | 600.0000            | 1,150.0000            |                                          |                         |
| 5109                                                   | HSA Employer Funding              | 4,000.0000          | 4,000.0000          | 4,000.0000            |                                          |                         |
| 5151                                                   | PERS Contribution                 | 41,259.0000         | 41,259.0000         | 41,275.0000           |                                          |                         |
| 5161                                                   | Group Insurance                   | 23,519.0000         | 23,519.0000         | 24,300.0000           |                                          |                         |
| 5166                                                   | Medicare                          | 4,278.0000          | 4,278.0000          | 4,384.0000            |                                          |                         |
| Account Classification Total: 5100 - Personal Services |                                   | \$375,262.00        | \$375,262.00        | \$376,283.00          |                                          |                         |
| 5200 - Supplies                                        |                                   |                     |                     |                       |                                          |                         |
| 5201                                                   | Office Supplies                   | 2,500.0000          | 2,606.0000          | 2,000.0000            |                                          |                         |
| 5203                                                   | Computer Supplies                 | 4,000.0000          | 4,000.0000          | 2,000.0000            |                                          |                         |
| Account Classification Total: 5200 - Supplies          |                                   | \$6,500.00          | \$6,606.00          | \$4,000.00            |                                          |                         |
| 5300 - Services                                        |                                   |                     |                     |                       |                                          |                         |
| 5321                                                   | Professional Training             | 4,500.0000          | 4,500.0000          | 2,400.0000            |                                          |                         |
| 5322                                                   | Conference/Reimb                  | 5,600.0000          | 5,600.0000          | 6,300.0000            |                                          |                         |
| 5324                                                   | Professional Association Dues     | 1,300.0000          | 1,380.0000          | 1,300.0000            |                                          |                         |
| 5333                                                   | Outside Professional Services     | 47,000.0000         | 47,000.0000         | 49,000.0000           | add'l for single audit due to Fed Grants |                         |
| 5339                                                   | Misc Contract Services            | 28,500.0000         | 34,922.2000         | 29,000.0000           |                                          |                         |
| 5362                                                   | Equipment Maintenance             | 1,700.0000          | 1,700.0000          | 1,500.0000            |                                          |                         |
| 5366                                                   | Computer Maintenance              | 1,800.0000          | 1,800.0000          | 2,000.0000            |                                          |                         |
| 5391                                                   | Postage                           | 2,160.0000          | 2,160.0000          | 2,500.0000            |                                          |                         |
| 5395                                                   | Printing/Advertising              | 2,000.0000          | 2,000.0000          | 2,000.0000            |                                          |                         |
| 5399                                                   | Other Miscellaneous Services      | 12,000.0000         | 12,000.0000         | 15,000.0000           | CC FEE INCREASE                          |                         |
| Account Classification Total: 5300 - Services          |                                   | \$106,560.00        | \$113,062.20        | \$111,000.00          |                                          |                         |
| Department Total: 545 - City Auditor                   |                                   | \$488,322.00        | \$494,930.20        | \$491,283.00          |                                          |                         |

| Account Number                                         | Account Description               | 2021 Adopted Budget | 2021 Amended Budget | 2022 Department Entry | Department Entry Comments | Mayor's Budget Comments |
|--------------------------------------------------------|-----------------------------------|---------------------|---------------------|-----------------------|---------------------------|-------------------------|
| Department: 554 - City Attorney                        |                                   |                     |                     |                       |                           |                         |
| 5100 - Personal Services                               |                                   |                     |                     |                       |                           |                         |
| 5101                                                   | Salary-Elected Officials/Director | 100,302.0000        | 100,302.0000        | 100,302.0000          |                           |                         |
| 5102                                                   | Wages-Staff                       | 258,718.0000        | 258,718.0000        | 267,515.0000          |                           |                         |
| 5104                                                   | Wages-Part time                   | 68,533.0000         | 68,533.0000         | 72,056.0000           |                           |                         |
| 5106                                                   | Longevity                         | 0.0000              | 0.0000              | 1,100.0000            |                           |                         |
| 5109                                                   | HSA Employer Funding              | 16,000.0000         | 16,000.0000         | 16,000.0000           |                           |                         |
| 5151                                                   | PERS Contribution                 | 59,507.0000         | 59,507.0000         | 61,386.0000           |                           |                         |
| 5161                                                   | Group Insurance                   | 81,556.0000         | 81,556.0000         | 84,318.0000           |                           |                         |
| 5166                                                   | Medicare                          | 6,200.0000          | 6,200.0000          | 6,394.0000            |                           |                         |
| Account Classification Total: 5100 - Personal Services |                                   | \$590,816.00        | \$590,816.00        | \$609,071.00          |                           |                         |
| 5200 - Supplies                                        |                                   |                     |                     |                       |                           |                         |
| 5201                                                   | Office Supplies                   | 4,750.0000          | 5,128.7800          | 5,500.0000            |                           |                         |
| 5203                                                   | Computer Supplies                 | 400.0000            | 400.0000            | 400.0000              |                           |                         |
| 5205                                                   | Small Tools/Minor Equipment       | 500.0000            | 500.0000            | 500.0000              |                           |                         |
| Account Classification Total: 5200 - Supplies          |                                   | \$5,650.00          | \$6,028.78          | \$6,400.00            |                           |                         |
| 5300 - Services                                        |                                   |                     |                     |                       |                           |                         |
| 5311                                                   | Utilities                         | 0.0000              | 159.5400            | 300.0000              | cell phones added         |                         |
| 5321                                                   | Professional Training             | 2,500.0000          | 2,500.0000          | 2,500.0000            |                           |                         |
| 5322                                                   | Conference/Reimb                  | 250.0000            | 250.0000            | 1,200.0000            |                           |                         |
| 5323                                                   | Publications                      | 7,200.0000          | 8,428.8200          | 7,200.0000            |                           |                         |
| 5324                                                   | Professional Association Dues     | 3,200.0000          | 3,200.0000          | 3,200.0000            |                           |                         |
| 5332                                                   | Legal Services                    | 40,000.0000         | 40,000.0000         | 40,000.0000           |                           |                         |
| 5333                                                   | Outside Professional Services     | 9,500.0000          | 9,500.0000          | 14,000.0000           |                           |                         |
| 5337                                                   | Public Defender                   | 5,459.0000          | 6,702.6200          | 10,000.0000           |                           |                         |
| 5339                                                   | Misc Contract Services            | 39,100.0000         | 39,100.0000         | 39,100.0000           |                           |                         |
| 5341                                                   | Court Costs and Fees              | 500.0000            | 500.0000            | 500.0000              |                           |                         |
| 5366                                                   | Computer Maintenance              | 250.0000            | 250.0000            | 250.0000              |                           |                         |
| 5391                                                   | Postage                           | 500.0000            | 500.0000            | 1,000.0000            |                           |                         |
| 5399                                                   | Other Miscellaneous Services      | 3,000.0000          | 3,000.0000          | 3,000.0000            |                           |                         |
| Account Classification Total: 5300 - Services          |                                   | \$111,459.00        | \$114,090.98        | \$122,250.00          |                           |                         |
| Department Total: 554 - City Attorney                  |                                   | \$707,925.00        | \$710,935.76        | \$737,721.00          |                           |                         |

| Account Number                                         | Account Description               | 2021 Adopted Budget | 2021 Amended Budget | 2022 Department Entry | Department Entry Comments                                    | Mayor's Budget Comments |
|--------------------------------------------------------|-----------------------------------|---------------------|---------------------|-----------------------|--------------------------------------------------------------|-------------------------|
| Department: 571 - City Council                         |                                   |                     |                     |                       |                                                              |                         |
| 5100 - Personal Services                               |                                   |                     |                     |                       |                                                              |                         |
| 5101                                                   | Salary-Elected Officials/Director | 63,842.0000         | 63,842.0000         | 65,336.0000           |                                                              |                         |
| 5102                                                   | Wages-Staff                       | 70,110.0000         | 70,110.0000         | 75,005.0000           |                                                              |                         |
| 5104                                                   | Wages-Part time                   | 26,905.0000         | 26,905.0000         | 10,978.0000           |                                                              |                         |
| 5109                                                   | HSA Employer Funding              | 2,000.0000          | 2,000.0000          | 2,000.0000            |                                                              |                         |
| 5151                                                   | PERS Contribution                 | 22,520.0000         | 22,520.0000         | 21,185.0000           |                                                              |                         |
| 5161                                                   | Group Insurance                   | 9,068.0000          | 9,068.0000          | 9,375.0000            |                                                              |                         |
| 5166                                                   | Medicare                          | 2,332.0000          | 2,332.0000          | 2,194.0000            |                                                              |                         |
| Account Classification Total: 5100 - Personal Services |                                   | \$196,777.00        | \$196,777.00        | \$186,073.00          |                                                              |                         |
| 5200 - Supplies                                        |                                   |                     |                     |                       |                                                              |                         |
| 5201                                                   | Office Supplies                   | 1,800.0000          | 1,867.9400          | 2,000.0000            |                                                              |                         |
| 5203                                                   | Computer Supplies                 | 500.0000            | 500.0000            | 500.0000              |                                                              |                         |
| Account Classification Total: 5200 - Supplies          |                                   | \$2,300.00          | \$2,367.94          | \$2,500.00            |                                                              |                         |
| 5300 - Services                                        |                                   |                     |                     |                       |                                                              |                         |
| 5321                                                   | Professional Training             | 2,000.0000          | 3,066.0000          | 2,500.0000            | increase by \$500 to cover participation by Council members. |                         |
| 5322                                                   | Conference/Reimb                  | 3,500.0000          | 3,500.0000          | 3,500.0000            |                                                              |                         |
| 5323                                                   | Publications                      | 100.0000            | 100.0000            | 0.0000                |                                                              |                         |
| 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            | 200.0000              |                                                              |                         |
| 5395                                                   | Printing/Advertising              | 3,000.0000          | 3,000.0000          | 3,000.0000            |                                                              |                         |
| 5399                                                   | Other Miscellaneous Services      | 6,500.0000          | 6,500.0000          | 3,500.0000            |                                                              |                         |
| Account Classification Total: 5300 - Services          |                                   | \$55,850.00         | \$56,916.00         | \$53,200.00           |                                                              |                         |
| Department Total: 571 - City Council                   |                                   | \$254,927.00        | \$256,060.94        | \$241,773.00          |                                                              |                         |



| Account Number                                                | Account Description               | 2021 Adopted Budget | 2021 Amended Budget | 2022 Department Entry | Department Entry Comments | Mayor's Budget Comments                                                                   |
|---------------------------------------------------------------|-----------------------------------|---------------------|---------------------|-----------------------|---------------------------|-------------------------------------------------------------------------------------------|
| <b>Department: 580 - Development Department</b>               |                                   |                     |                     |                       |                           |                                                                                           |
| <i>5100 - Personal Services</i>                               |                                   |                     |                     |                       |                           |                                                                                           |
| 5101                                                          | Salary-Elected Officials/Director | 95,895.0000         | 95,895.0000         | 95,909.0000           |                           |                                                                                           |
| 5102                                                          | Wages-Staff                       | 131,553.0000        | 131,553.0000        | 132,702.0000          |                           |                                                                                           |
| 5104                                                          | Wages-Part time                   | 7,000.0000          | 7,000.0000          | 7,000.0000            |                           |                                                                                           |
| 5109                                                          | HSA Employer Funding              | 10,000.0000         | 10,000.0000         | 12,000.0000           |                           |                                                                                           |
| 5151                                                          | PERS Contribution                 | 32,823.0000         | 32,823.0000         | 32,986.0000           |                           |                                                                                           |
| 5161                                                          | Group Insurance                   | 51,049.0000         | 51,049.0000         | 65,492.0000           |                           |                                                                                           |
| 5166                                                          | Medicare                          | 3,399.0000          | 3,399.0000          | 3,416.0000            |                           |                                                                                           |
| <i>Account Classification Total: 5100 - Personal Services</i> |                                   | <b>\$331,719.00</b> | <b>\$331,719.00</b> | <b>\$349,505.00</b>   |                           |                                                                                           |
| <i>5200 - Supplies</i>                                        |                                   |                     |                     |                       |                           |                                                                                           |
| 5201                                                          | Office Supplies                   | 3,000.0000          | 3,029.1300          | 3,000.0000            |                           |                                                                                           |
| 5203                                                          | Computer Supplies                 | 250.0000            | 250.0000            | 250.0000              |                           |                                                                                           |
| 5241                                                          | Uniforms-Purchased                | 0.0000              | 0.0000              | 500.0000              |                           |                                                                                           |
| <i>Account Classification Total: 5200 - Supplies</i>          |                                   | <b>\$3,250.00</b>   | <b>\$3,279.13</b>   | <b>\$3,750.00</b>     |                           |                                                                                           |
| <i>5300 - Services</i>                                        |                                   |                     |                     |                       |                           |                                                                                           |
| 5301                                                          | Boards/Commissions                | 2,000.0000          | 2,580.5800          | 3,500.0000            |                           | We are required to do more public notices than before and need additional funds to do so. |
| 5311                                                          | Utilities                         | 2,200.0000          | 2,300.7800          | 2,200.0000            |                           |                                                                                           |
| 5321                                                          | Professional Training             | 2,000.0000          | 2,510.0000          | 2,000.0000            |                           |                                                                                           |
| 5322                                                          | Conference/Reimb                  | 5,000.0000          | 5,000.0000          | 5,000.0000            |                           |                                                                                           |
| 5323                                                          | Publications                      | 2,000.0000          | 2,000.0000          | 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          | 3,500.0000            |                           |                                                                                           |
| 5331                                                          | Engineering/Architecture          | 35,000.0000         | 38,750.5800         | 100,000.0000          |                           | Moving some funds from misc. contract services to ensure we are coding properly.          |
| 5332                                                          | Legal Services                    | 20,000.0000         | 21,099.0000         | 20,000.0000           |                           | TIF allocation                                                                            |
| 5339                                                          | Misc Contract Services            | 80,000.0000         | 98,652.2400         | 60,000.0000           |                           | Possible corridor study                                                                   |
| 5391                                                          | Postage                           | 500.0000            | 500.0000            | 500.0000              |                           |                                                                                           |
| 5395                                                          | Printing/Advertising              | 5,000.0000          | 5,000.0000          | 4,000.0000            |                           |                                                                                           |
| 5399                                                          | Other Miscellaneous Services      | 1,000.0000          | 11,000.0000         | 1,000.0000            |                           |                                                                                           |
| <i>Account Classification Total: 5300 - Services</i>          |                                   | <b>\$160,700.00</b> | <b>\$195,393.18</b> | <b>\$206,700.00</b>   |                           |                                                                                           |
| <i>5600 - Capital Purchases</i>                               |                                   |                     |                     |                       |                           |                                                                                           |
| 5631                                                          | Furniture and Fixtures            | 0.0000              | 0.0000              | 5,000.0000            |                           |                                                                                           |
| <i>Account Classification Total: 5600 - Capital Purchases</i> |                                   | <b>\$0.00</b>       | <b>\$0.00</b>       | <b>\$5,000.00</b>     |                           |                                                                                           |
| <b>Department Total: 580 - Development Department</b>         |                                   | <b>\$495,669.00</b> | <b>\$530,391.31</b> | <b>\$564,955.00</b>   |                           |                                                                                           |

| Account Number                                         | Account Description               | 2021 Adopted Budget | 2021 Amended Budget | 2022 Department Entry | Department Entry Comments | Mayor's Budget Comments |
|--------------------------------------------------------|-----------------------------------|---------------------|---------------------|-----------------------|---------------------------|-------------------------|
| Department: 582 - Human Resources Department           |                                   |                     |                     |                       |                           |                         |
| 5100 - Personal Services                               |                                   |                     |                     |                       |                           |                         |
| 5101                                                   | Salary-Elected Officials/Director | 91,957.0000         | 91,957.0000         | 101,152.0000          |                           |                         |
| 5106                                                   | Longevity                         | 550.0000            | 550.0000            | 600.0000              |                           |                         |
| 5109                                                   | HSA Employer Funding              | 2,000.0000          | 2,000.0000          | 2,000.0000            |                           |                         |
| 5151                                                   | PERS Contribution                 | 12,951.0000         | 12,951.0000         | 14,245.0000           |                           |                         |
| 5161                                                   | Group Insurance                   | 8,960.0000          | 8,960.0000          | 9,267.0000            |                           |                         |
| 5166                                                   | Medicare                          | 1,341.0000          | 1,341.0000          | 1,475.0000            |                           |                         |
| Account Classification Total: 5100 - Personal Services |                                   | \$117,759.00        | \$117,759.00        | \$128,739.00          |                           |                         |
| 5200 - Supplies                                        |                                   |                     |                     |                       |                           |                         |
| 5201                                                   | Office Supplies                   | 750.0000            | 805.2800            | 750.0000              | Two stackable chairs.     |                         |
| 5203                                                   | Computer Supplies                 | 750.0000            | 750.0000            | 750.0000              |                           |                         |
| 5208                                                   | OSHA Supplies                     | 18,000.0000         | 19,214.3300         | 18,000.0000           |                           |                         |
| Account Classification Total: 5200 - Supplies          |                                   | \$19,500.00         | \$20,769.61         | \$19,500.00           |                           |                         |
| 5300 - Services                                        |                                   |                     |                     |                       |                           |                         |
| 5321                                                   | Professional Training             | 0.0000              | 0.0000              | 1,500.0000            |                           |                         |
| 5323                                                   | Publications                      | 800.0000            | 800.0000            | 800.0000              |                           |                         |
| 5324                                                   | Professional Association Dues     | 600.0000            | 600.0000            | 600.0000              |                           |                         |
| 5336                                                   | Medical Services/Physical Exams   | 4,000.0000          | 4,000.0000          | 5,000.0000            |                           |                         |
| 5339                                                   | Misc Contract Services            | 6,000.0000          | 6,000.0000          | 6,500.0000            |                           |                         |
| 5391                                                   | Postage                           | 200.0000            | 200.0000            | 200.0000              |                           |                         |
| 5399                                                   | Other Miscellaneous Services      | 30,000.0000         | 34,096.9800         | 30,000.0000           |                           |                         |
| Account Classification Total: 5300 - Services          |                                   | \$41,600.00         | \$45,696.98         | \$44,600.00           |                           |                         |
| Department Total: 582 - Human Resources Department     |                                   | \$178,859.00        | \$184,225.59        | \$192,839.00          |                           |                         |

| Account Number                                                | Account Description    | 2021 Adopted Budget | 2021 Amended Budget | 2022 Department Entry | Department Entry Comments | Mayor's Budget Comments                                                                                                     |
|---------------------------------------------------------------|------------------------|---------------------|---------------------|-----------------------|---------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| <b>Department: 584 - Computer Department</b>                  |                        |                     |                     |                       |                           |                                                                                                                             |
| <i>5200 - Supplies</i>                                        |                        |                     |                     |                       |                           |                                                                                                                             |
| 5201                                                          | Office Supplies        | 250.0000            | 250.0000            | 250.0000              |                           |                                                                                                                             |
| 5203                                                          | Computer Supplies      | 12,750.0000         | 12,750.0000         | 12,750.0000           |                           |                                                                                                                             |
| <i>Account Classification Total: 5200 - Supplies</i>          |                        | <b>\$13,000.00</b>  | <b>\$13,000.00</b>  | <b>\$13,000.00</b>    |                           |                                                                                                                             |
| <i>5300 - Services</i>                                        |                        |                     |                     |                       |                           |                                                                                                                             |
| 5339                                                          | Misc Contract Services | 186,000.0000        | 196,355.7200        | 161,000.0000          |                           |                                                                                                                             |
| 5366                                                          | Computer Maintenance   | 273,354.0000        | 285,336.9600        | 513,354.0000          |                           | Increases due to Phone management agreement, FLOCK system, Watchgaurd (Body Warn Cameras). Building Dept. New World suites. |
| <i>Account Classification Total: 5300 - Services</i>          |                        | <b>\$459,354.00</b> | <b>\$481,692.68</b> | <b>\$674,354.00</b>   |                           |                                                                                                                             |
| <i>5600 - Capital Purchases</i>                               |                        |                     |                     |                       |                           |                                                                                                                             |
| 5639                                                          | Other Equipment        | 164,600.0000        | 184,793.4000        | 143,000.0000          |                           |                                                                                                                             |
| <i>Account Classification Total: 5600 - Capital Purchases</i> |                        | <b>\$164,600.00</b> | <b>\$184,793.40</b> | <b>\$143,000.00</b>   |                           |                                                                                                                             |
| <b>Department Total: 584 - Computer Department</b>            |                        | <b>\$636,954.00</b> | <b>\$679,486.08</b> | <b>\$830,354.00</b>   |                           |                                                                                                                             |

| Account Number                                         | Account Description               | 2021 Adopted Budget | 2021 Amended Budget | 2022 Department Entry | Department Entry Comments                                    | Mayor's Budget Comments |
|--------------------------------------------------------|-----------------------------------|---------------------|---------------------|-----------------------|--------------------------------------------------------------|-------------------------|
| Department: 593 - Clerk of Courts                      |                                   |                     |                     |                       |                                                              |                         |
| 5100 - Personal Services                               |                                   |                     |                     |                       |                                                              |                         |
| 5101                                                   | Salary-Elected Officials/Director | 79,755.0000         | 79,755.0000         | 82,090.0000           |                                                              |                         |
| 5102                                                   | Wages-Staff                       | 100,593.0000        | 100,593.0000        | 102,555.0000          |                                                              |                         |
| 5104                                                   | Wages-Part time                   | 32,833.0000         | 32,833.0000         | 33,065.0000           |                                                              |                         |
| 5106                                                   | Longevity                         | 600.0000            | 600.0000            | 1,700.0000            |                                                              |                         |
| 5109                                                   | HSA Employer Funding              | 8,000.0000          | 8,000.0000          | 8,000.0000            |                                                              |                         |
| 5151                                                   | PERS Contribution                 | 29,229.0000         | 29,229.0000         | 30,017.0000           |                                                              |                         |
| 5161                                                   | Group Insurance                   | 42,402.0000         | 42,402.0000         | 43,894.0000           |                                                              |                         |
| 5166                                                   | Medicare                          | 3,100.0000          | 3,100.0000          | 3,181.0000            |                                                              |                         |
| Account Classification Total: 5100 - Personal Services |                                   | \$296,512.00        | \$296,512.00        | \$304,502.00          |                                                              |                         |
| 5200 - Supplies                                        |                                   |                     |                     |                       |                                                              |                         |
| 5201                                                   | Office Supplies                   | 2,500.0000          | 2,538.4800          | 2,600.0000            |                                                              |                         |
| 5203                                                   | Computer Supplies                 | 2,000.0000          | 2,000.0000          | 2,000.0000            |                                                              |                         |
| Account Classification Total: 5200 - Supplies          |                                   | \$4,500.00          | \$4,538.48          | \$4,600.00            |                                                              |                         |
| 5300 - Services                                        |                                   |                     |                     |                       |                                                              |                         |
| 5321                                                   | Professional Training             | 800.0000            | 800.0000            | 1,000.0000            |                                                              |                         |
| 5322                                                   | Conference/Reimb                  | 250.0000            | 250.0000            | 250.0000              |                                                              |                         |
| 5323                                                   | Publications                      | 500.0000            | 500.0000            | 500.0000              |                                                              |                         |
| 5324                                                   | Professional Association Dues     | 500.0000            | 500.0000            | 500.0000              |                                                              |                         |
| 5332                                                   | Legal Services                    | 70,000.0000         | 76,000.0000         | 76,000.0000           |                                                              |                         |
| 5339                                                   | Misc Contract Services            | 1,500.0000          | 1,500.0000          | 1,500.0000            |                                                              |                         |
| 5344                                                   | Witness Fees                      | 250.0000            | 250.0000            | 250.0000              |                                                              |                         |
| 5362                                                   | Equipment Maintenance             | 1,000.0000          | 1,000.0000          | 1,000.0000            |                                                              |                         |
| 5377                                                   | Municipal Court                   | 25,000.0000         | 25,000.0000         | 25,000.0000           |                                                              |                         |
| 5391                                                   | Postage                           | 2,000.0000          | 2,000.0000          | 2,000.0000            |                                                              |                         |
| 5393                                                   | L.E.A.D.S Terminal                | 600.0000            | 600.0000            | 600.0000              |                                                              |                         |
| 5399                                                   | Other Miscellaneous Services      | 2,500.0000          | 2,545.0000          | 2,545.0000            |                                                              |                         |
| Account Classification Total: 5300 - Services          |                                   | \$104,900.00        | \$110,945.00        | \$111,145.00          |                                                              |                         |
| 5600 - Capital Purchases                               |                                   |                     |                     |                       |                                                              |                         |
| 5631                                                   | Furniture and Fixtures            | 0.0000              | 0.0000              | 6,500.0000            | Clerk needs desk that fits. Had since 2012 and is too short. |                         |
| Account Classification Total: 5600 - Capital Purchases |                                   | \$0.00              | \$0.00              | \$6,500.00            |                                                              |                         |
| Department Total: 593 - Clerk of Courts                |                                   | \$405,912.00        | \$411,995.48        | \$426,747.00          |                                                              |                         |

| Account Number                                                | Account Description             | 2021 Adopted Budget   | 2021 Amended Budget   | 2022 Department Entry | Department Entry Comments                     | Mayor's Budget Comments |
|---------------------------------------------------------------|---------------------------------|-----------------------|-----------------------|-----------------------|-----------------------------------------------|-------------------------|
| <b>Department: 595 - General and Administrative</b>           |                                 |                       |                       |                       |                                               |                         |
| <i>5100 - Personal Services</i>                               |                                 |                       |                       |                       |                                               |                         |
| 5164                                                          | Workers Compensation            | 250,670.0000          | 287,661.0000          | 241,740.0000          |                                               |                         |
| 5165                                                          | Unemployment Compensation       | 25,000.0000           | 30,097.6100           | 25,000.0000           |                                               |                         |
| <i>Account Classification Total: 5100 - Personal Services</i> |                                 | <b>\$275,670.00</b>   | <b>\$317,758.61</b>   | <b>\$266,740.00</b>   |                                               |                         |
| <i>5200 - Supplies</i>                                        |                                 |                       |                       |                       |                                               |                         |
| 5202                                                          | Photo Copy Supplies             | 5,000.0000            | 5,000.0000            | 7,000.0000            |                                               |                         |
| <i>Account Classification Total: 5200 - Supplies</i>          |                                 | <b>\$5,000.00</b>     | <b>\$5,000.00</b>     | <b>\$7,000.00</b>     |                                               |                         |
| <i>5300 - Services</i>                                        |                                 |                       |                       |                       |                                               |                         |
| 5301                                                          | Boards/Commissions              | 35,000.0000           | 42,309.3400           | 40,000.0000           |                                               |                         |
| 5311                                                          | Utilities                       | 225,000.0000          | 230,903.4400          | 235,000.0000          |                                               |                         |
| 5324                                                          | Professional Association Dues   | 30,000.0000           | 30,000.0000           | 30,000.0000           |                                               |                         |
| 5351                                                          | Liability Insurance Deductible  | 240,000.0000          | 240,000.0000          | 280,000.0000          |                                               |                         |
| 5352                                                          | Motor Vehicle Insurance         | 80,000.0000           | 80,000.0000           | 95,000.0000           |                                               |                         |
| 5353                                                          | Employee Fidelity Bond          | 3,000.0000            | 3,000.0000            | 3,000.0000            |                                               |                         |
| 5361                                                          | Building Repair/Maintenance     | 65,000.0000           | 65,650.0000           | 65,000.0000           |                                               |                         |
| 5362                                                          | Equipment Maintenance           | 2,500.0000            | 2,500.0000            | 2,500.0000            |                                               |                         |
| 5371                                                          | Election Expense                | 35,000.0000           | 35,000.0000           | 20,000.0000           |                                               |                         |
| 5372                                                          | Delinquent Tax Advertising      | 750.0000              | 750.0000              | 750.0000              |                                               |                         |
| 5373                                                          | Auditor/Treasurer Fees          | 12,000.0000           | 12,000.0000           | 10,000.0000           |                                               |                         |
| 5391                                                          | Postage                         | 0.0000                | 482.6400              | 3,000.0000            |                                               |                         |
| 5394                                                          | Taxes/Assessments-City Property | 30,000.0000           | 30,000.0000           | 55,000.0000           | increase for development properties purchased |                         |
| 5399                                                          | Other Miscellaneous Services    | 10,000.0000           | 10,000.0000           | 10,000.0000           |                                               |                         |
| <i>Account Classification Total: 5300 - Services</i>          |                                 | <b>\$768,250.00</b>   | <b>\$782,595.42</b>   | <b>\$849,250.00</b>   |                                               |                         |
| <i>5600 - Capital Purchases</i>                               |                                 |                       |                       |                       |                                               |                         |
| 5639                                                          | Other Equipment                 | 30,000.0000           | 30,000.0000           | 30,000.0000           |                                               |                         |
| <i>Account Classification Total: 5600 - Capital Purchases</i> |                                 | <b>\$30,000.00</b>    | <b>\$30,000.00</b>    | <b>\$30,000.00</b>    |                                               |                         |
| <b>Department Total: 595 - General and Administrative</b>     |                                 | <b>\$1,078,920.00</b> | <b>\$1,135,354.03</b> | <b>\$1,152,990.00</b> |                                               |                         |

| Account Number                                    | Account Description       | 2021 Adopted Budget | 2021 Amended Budget | 2022 Department Entry Department Entry Comments | Mayor's Budget Comments |
|---------------------------------------------------|---------------------------|---------------------|---------------------|-------------------------------------------------|-------------------------|
| Department: 810 - Public Health and Welfare       |                           |                     |                     |                                                 |                         |
| 5300 - Services                                   |                           |                     |                     |                                                 |                         |
| 5376                                              | County Health Services    | 343,400.0000        | 343,400.0000        | 350,898.0000                                    |                         |
| Account Classification Total: 5300 - Services     |                           | \$343,400.00        | \$343,400.00        | \$350,898.00                                    |                         |
| Department Total: 810 - Public Health and Welfare |                           | \$343,400.00        | \$343,400.00        | \$350,898.00                                    |                         |
| EXPENSES Total                                    |                           | \$23,364,916.00     | \$24,084,075.35     | \$25,617,395.00                                 |                         |
| Fund EXPENSE                                      | Total: 110 - General Fund | \$23,364,916.00     | \$24,084,075.35     | \$25,617,395.00                                 |                         |
| EXPENSE GRAND Totals:                             |                           | \$23,364,916.00     | \$24,084,075.35     | \$25,586,145.00                                 |                         |



## CITY OF REYNOLDSBURG

12.22.a

| Account Number                                         | Account Description                      | 2021 Adopted Budget | 2021 Amended Budget | 2022 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         | 15,000.0000         | 15,000.0000           |                                                                                                                                                    |                         |
| Account Classification Total: 5200 - Supplies          |                                          | \$15,000.00         | \$15,000.00         | \$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         | 15,038.1200         | 15,000.0000           |                                                                                                                                                    |                         |
| Account Classification Total: 5300 - Services          |                                          | \$40,500.00         | \$40,538.12         | \$40,500.00           |                                                                                                                                                    |                         |
| 5600 - Capital Purchases                               |                                          |                     |                     |                       |                                                                                                                                                    |                         |
| 5639                                                   | Other Equipment                          | 77,000.0000         | 132,589.3000        | 50,000.0000           | Due to new software installation in 2021 (Equivalent), I have budgeted funds for any unanticipated hardware and/or software necessities or issues. |                         |
| Account Classification Total: 5600 - Capital Purchases |                                          | \$77,000.00         | \$132,589.30        | \$50,000.00           |                                                                                                                                                    |                         |
| Department Total: 000 - General                        |                                          | \$132,500.00        | \$188,127.42        | \$105,500.00          |                                                                                                                                                    |                         |
| EXPENSES Total                                         |                                          | \$132,500.00        | \$188,127.42        | \$105,500.00          |                                                                                                                                                    |                         |
| Fund EXPENSE                                           | Total: 211 - Computerized Needs (courts) | \$132,500.00        | \$188,127.42        | \$105,500.00          |                                                                                                                                                    |                         |
| Fund: 220 - Income Tax Fund                            |                                          |                     |                     |                       |                                                                                                                                                    |                         |

Attachment: 2022 Draft Budget (2022 Budget Appropriations)



## CITY OF REYNOLDSBURG

| Account Number                                                | Account Description                 | 2021 Adopted Budget   | 2021 Amended Budget   | 2022 Department Entry | Department Entry Comments | Mayor's Budget Comments |
|---------------------------------------------------------------|-------------------------------------|-----------------------|-----------------------|-----------------------|---------------------------|-------------------------|
| <b>EXPENSES</b>                                               |                                     |                       |                       |                       |                           |                         |
| <b>Department: 564 - Income Tax Division</b>                  |                                     |                       |                       |                       |                           |                         |
| <i>5100 - Personal Services</i>                               |                                     |                       |                       |                       |                           |                         |
| 5101                                                          | Salary-Elected Officials/Director   | 126,383.0000          | 126,383.0000          | 94,502.0000           |                           |                         |
| 5106                                                          | Longevity                           | 700.0000              | 700.0000              | 0.0000                |                           |                         |
| 5109                                                          | HSA Employer Funding                | 6,000.0000            | 6,000.0000            | 4,000.0000            |                           |                         |
| 5151                                                          | PERS Contribution                   | 13,172.0000           | 13,172.0000           | 13,230.0000           |                           |                         |
| 5161                                                          | Group Insurance                     | 21,222.0000           | 21,222.0000           | 16,566.0000           |                           |                         |
| 5164                                                          | Workers Compensation                | 3,605.0000            | 3,605.0000            | 2,681.0000            |                           |                         |
| 5166                                                          | Medicare                            | 769.0000              | 769.0000              | 1,370.0000            |                           |                         |
| <i>Account Classification Total: 5100 - Personal Services</i> |                                     | <b>\$171,851.00</b>   | <b>\$171,851.00</b>   | <b>\$132,349.00</b>   |                           |                         |
| <i>5200 - Supplies</i>                                        |                                     |                       |                       |                       |                           |                         |
| 5201                                                          | Office Supplies                     | 1,500.0000            | 1,500.0000            | 1,500.0000            |                           |                         |
| 5203                                                          | Computer Supplies                   | 500.0000              | 500.0000              | 500.0000              |                           |                         |
| <i>Account Classification Total: 5200 - Supplies</i>          |                                     | <b>\$2,000.00</b>     | <b>\$2,000.00</b>     | <b>\$2,000.00</b>     |                           |                         |
| <i>5300 - Services</i>                                        |                                     |                       |                       |                       |                           |                         |
| 5321                                                          | Professional Training               | 500.0000              | 500.0000              | 500.0000              |                           |                         |
| 5322                                                          | Conference/Reimb                    | 1,000.0000            | 1,000.0000            | 1,000.0000            |                           |                         |
| 5323                                                          | Publications                        | 200.0000              | 200.0000              | 200.0000              |                           |                         |
| 5324                                                          | Professional Association Dues       | 525.0000              | 525.0000              | 525.0000              |                           |                         |
| 5339                                                          | Misc Contract Services              | 75,000.0000           | 75,000.0000           | 75,000.0000           |                           |                         |
| 5353                                                          | Employee Fidelity Bond              | 75.0000               | 75.0000               | 75.0000               |                           |                         |
| 5362                                                          | Equipment Maintenance               | 425.0000              | 425.0000              | 425.0000              |                           |                         |
| 5373                                                          | Auditor/Treasurer Fees              | 4,000.0000            | 4,000.0000            | 200.0000              |                           |                         |
| 5379                                                          | Other Governmental Billings         | 10,000.0000           | 10,000.0000           | 10,000.0000           |                           |                         |
| 5391                                                          | Postage                             | 675.0000              | 675.0000              | 675.0000              |                           |                         |
| <i>Account Classification Total: 5300 - Services</i>          |                                     | <b>\$92,400.00</b>    | <b>\$92,400.00</b>    | <b>\$88,600.00</b>    |                           |                         |
| <i>5500 - Transfers/Other</i>                                 |                                     |                       |                       |                       |                           |                         |
| 5519                                                          | Miscellaneous Costs                 | 110,000.0000          | 110,000.0000          | 110,000.0000          |                           |                         |
| 5529                                                          | Miscellaneous Distributions         | 800,000.0000          | 800,000.0000          | 800,000.0000          |                           |                         |
| 5530                                                          | Enterprise Zone Payment             | 1,500,000.0000        | 1,500,000.0000        | 1,500,000.0000        |                           |                         |
| <i>Account Classification Total: 5500 - Transfers/Other</i>   |                                     | <b>\$2,410,000.00</b> | <b>\$2,410,000.00</b> | <b>\$2,410,000.00</b> |                           |                         |
| <b>Department Total: 564 - Income Tax Division</b>            |                                     | <b>\$2,676,251.00</b> | <b>\$2,676,251.00</b> | <b>\$2,632,949.00</b> |                           |                         |
| <b>EXPENSES Total</b>                                         |                                     | <b>\$2,676,251.00</b> | <b>\$2,676,251.00</b> | <b>\$2,632,949.00</b> |                           |                         |
| <b>Fund EXPENSE</b>                                           | <b>Total: 220 - Income Tax Fund</b> | <b>\$2,676,251.00</b> | <b>\$2,676,251.00</b> | <b>\$2,632,949.00</b> |                           |                         |

| Account Number                                         | Account Description              | 2021 Adopted Budget | 2021 Amended Budget | 2022 Department Entry Department Entry Comments | Mayor's Budget Comments |
|--------------------------------------------------------|----------------------------------|---------------------|---------------------|-------------------------------------------------|-------------------------|
| Fund: 240 - Police Pension Fund                        |                                  |                     |                     |                                                 |                         |
| EXPENSES                                               |                                  |                     |                     |                                                 |                         |
| Department: 000 - General                              |                                  |                     |                     |                                                 |                         |
| 5100 - Personal Services                               |                                  |                     |                     |                                                 |                         |
| 5152                                                   | PFDPF 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          | 4,000.0000                                      |                         |
| Account Classification Total: 5500 - Transfers/Other   |                                  | \$3,500.00          | \$3,500.00          | \$4,000.00                                      |                         |
| Department Total: 000 - General                        |                                  | \$153,500.00        | \$153,500.00        | \$154,000.00                                    |                         |
| EXPENSES Total                                         |                                  | \$153,500.00        | \$153,500.00        | \$154,000.00                                    |                         |
| Fund EXPENSE                                           | Total: 240 - Police Pension Fund | \$153,500.00        | \$153,500.00        | \$154,000.00                                    |                         |

| Account Number                                    | Account Description              | 2021 Adopted Budget | 2021 Amended Budget | 2022 Department Entry | Department Entry Comments | Mayor's Budget Comments |
|---------------------------------------------------|----------------------------------|---------------------|---------------------|-----------------------|---------------------------|-------------------------|
| Fund: 250 - Sewer Capacity Fund                   |                                  |                     |                     |                       |                           |                         |
| EXPENSES                                          |                                  |                     |                     |                       |                           |                         |
| Department: 736 - Wastewater Division             |                                  |                     |                     |                       |                           |                         |
| 5300 - Services                                   |                                  |                     |                     |                       |                           |                         |
| 5373                                              | Auditor/Treasurer Fees           | 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             | 31,620.0000         | 31,620.0000         | 0.0000                |                           |                         |
| 5424                                              | G. O. Bond-Interest              | 500.0000            | 500.0000            | 0.0000                |                           |                         |
| Account Classification Total: 5400 - Debt Service |                                  | \$32,120.00         | \$32,120.00         | \$0.00                |                           |                         |
| Department Total: 991 - Debt Service              |                                  | \$32,120.00         | \$32,120.00         | \$0.00                |                           |                         |
| EXPENSES Total                                    |                                  | \$32,370.00         | \$32,370.00         | \$250.00              |                           |                         |
| Fund EXPENSE                                      | Total: 250 - Sewer Capacity Fund | \$32,370.00         | \$32,370.00         | \$250.00              |                           |                         |

| Account Number                                         | Account Description               | 2021 Adopted Budget | 2021 Amended Budget | 2022 Department Entry | Department Entry Comments                    | Mayor's Budget Comments |
|--------------------------------------------------------|-----------------------------------|---------------------|---------------------|-----------------------|----------------------------------------------|-------------------------|
| Fund: 260 - Street Fund                                |                                   |                     |                     |                       |                                              |                         |
| EXPENSES                                               |                                   |                     |                     |                       |                                              |                         |
| Department: 268 - Street Department                    |                                   |                     |                     |                       |                                              |                         |
| 5100 - Personal Services                               |                                   |                     |                     |                       |                                              |                         |
| 5101                                                   | Salary-Elected Officials/Director | 77,384.0000         | 77,384.0000         | 80,493.0000           |                                              |                         |
| 5102                                                   | Wages-Staff                       | 396,544.0000        | 396,544.0000        | 404,255.0000          |                                              |                         |
| 5105                                                   | Overtime                          | 28,000.0000         | 53,000.0000         | 28,000.0000           |                                              |                         |
| 5106                                                   | Longevity                         | 3,550.0000          | 3,550.0000          | 3,550.0000            |                                              |                         |
| 5109                                                   | HSA Employer Funding              | 19,000.0000         | 19,000.0000         | 25,000.0000           |                                              |                         |
| 5151                                                   | PERS Contribution                 | 70,207.0000         | 70,207.0000         | 71,932.0000           |                                              |                         |
| 5161                                                   | Group Insurance                   | 97,012.0000         | 97,012.0000         | 134,548.0000          |                                              |                         |
| 5164                                                   | Workers Compensation              | 14,339.0000         | 14,339.0000         | 14,646.0000           |                                              |                         |
| 5166                                                   | Medicare                          | 7,329.0000          | 7,329.0000          | 7,486.0000            |                                              |                         |
| Account Classification Total: 5100 - Personal Services |                                   | \$713,365.00        | \$738,365.00        | \$769,910.00          |                                              |                         |
| 5200 - Supplies                                        |                                   |                     |                     |                       |                                              |                         |
| 5201                                                   | Office Supplies                   | 3,500.0000          | 3,884.6600          | 3,500.0000            |                                              |                         |
| 5203                                                   | Computer Supplies                 | 1,000.0000          | 1,000.0000          | 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                    | 36,000.0000         | 38,016.2400         | 36,000.0000           |                                              |                         |
| 5252                                                   | Aggregates                        | 19,000.0000         | 19,508.6700         | 19,000.0000           |                                              |                         |
| 5253                                                   | Ice Control                       | 140,000.0000        | 140,000.0000        | 140,000.0000          |                                              |                         |
| 5259                                                   | Operating Materials and Supplies  | 90,000.0000         | 132,505.1000        | 130,500.0000          |                                              |                         |
| Account Classification Total: 5200 - Supplies          |                                   | \$293,500.00        | \$338,914.67        | \$334,000.00          |                                              |                         |
| 5300 - Services                                        |                                   |                     |                     |                       |                                              |                         |
| 5311                                                   | Utilities                         | 19,000.0000         | 19,831.6400         | 19,000.0000           |                                              |                         |
| 5313                                                   | Traffic Light Current             | 12,000.0000         | 12,489.8300         | 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            | 160.0000              |                                              |                         |
| 5331                                                   | Engineering/Architecture          | 14,000.0000         | 14,220.2600         | 15,000.0000           |                                              |                         |
| 5339                                                   | Misc Contract Services            | 39,700.0000         | 57,220.1200         | 32,000.0000           | \$65,000 painting of streetlights on Main St |                         |
| 5351                                                   | Liability Insurance Deductible    | 8,000.0000          | 8,000.0000          | 8,000.0000            |                                              |                         |
| 5352                                                   | Motor Vehicle Insurance           | 8,000.0000          | 8,000.0000          | 8,000.0000            |                                              |                         |
| 5361                                                   | Building Repair/Maintenance       | 12,100.0000         | 12,100.0000         | 10,000.0000           |                                              |                         |
| 5365                                                   | Utility Line Repair/Maintenance   | 31,600.0000         | 45,600.0000         | 42,000.0000           |                                              |                         |
| 5391                                                   | Postage                           | 100.0000            | 100.0000            | 100.0000              |                                              |                         |
| 5397                                                   | Uniform Rental                    | 2,500.0000          | 2,595.1600          | 2,000.0000            |                                              |                         |
| 5399                                                   | Other Miscellaneous Services      | 1,000.0000          | 1,000.0000          | 1,500.0000            |                                              |                         |
| Account Classification Total: 5300 - Services          |                                   | \$148,830.00        | \$181,987.01        | \$150,460.00          |                                              |                         |
| 5600 - Capital Purchases                               |                                   |                     |                     |                       |                                              |                         |
| 5632                                                   | Motor Vehicles                    | 50,000.0000         | 196,050.0000        | 0.0000                |                                              |                         |
| 5633                                                   | Machinery and Equipment           | 0.0000              | 0.0000              | 15,000.0000           | Mower                                        |                         |
| Account Classification Total: 5600 - Capital Purchases |                                   | \$50,000.00         | \$196,050.00        | \$15,000.00           |                                              |                         |
| Department Total: 268 - Street Department              |                                   | \$1,205,695.00      | \$1,455,316.68      | \$1,269,370.00        |                                              |                         |
| EXPENSES Total                                         |                                   | \$1,205,695.00      | \$1,455,316.68      | \$1,269,370.00        |                                              |                         |
| Fund EXPENSE Total: 260 - Street Fund                  |                                   | \$1,205,695.00      | \$1,455,316.68      | \$1,269,370.00        |                                              |                         |

| Account Number                                | Account Description              | 2021 Adopted Budget | 2021 Amended Budget | 2022 Department Entry | Department Entry Comments | Mayor's Budget Comments |
|-----------------------------------------------|----------------------------------|---------------------|---------------------|-----------------------|---------------------------|-------------------------|
| Fund: 270 - State Highway Fund                |                                  |                     |                     |                       |                           |                         |
| EXPENSES                                      |                                  |                     |                     |                       |                           |                         |
| Department: 268 - Street Department           |                                  |                     |                     |                       |                           |                         |
| 5200 - Supplies                               |                                  |                     |                     |                       |                           |                         |
| 5253                                          | Ice Control                      | 60,000.0000         | 60,000.0000         | 55,000.0000           |                           |                         |
| 5259                                          | Operating Materials and Supplies | 10,000.0000         | 10,000.0000         | 15,000.0000           |                           |                         |
| Account Classification Total: 5200 - Supplies |                                  | \$70,000.00         | \$70,000.00         | \$70,000.00           |                           |                         |
| 5300 - Services                               |                                  |                     |                     |                       |                           |                         |
| 5313                                          | Traffic Light Current            | 12,000.0000         | 12,604.5800         | 12,000.0000           |                           |                         |
| 5339                                          | Misc Contract Services           | 3,000.0000          | 3,000.0000          | 3,000.0000            |                           |                         |
| 5365                                          | Utility Line Repair/Maintenance  | 9,000.0000          | 17,128.8200         | 19,000.0000           |                           |                         |
| Account Classification Total: 5300 - Services |                                  | \$24,000.00         | \$32,733.40         | \$34,000.00           |                           |                         |
| Department Total: 268 - Street Department     |                                  | \$94,000.00         | \$102,733.40        | \$104,000.00          |                           |                         |
| EXPENSES Total                                |                                  | \$94,000.00         | \$102,733.40        | \$104,000.00          |                           |                         |
| Fund EXPENSE                                  | Total: 270 - State Highway Fund  | \$94,000.00         | \$102,733.40        | \$104,000.00          |                           |                         |

| Account Number                                    | Account Description                       | 2021 Adopted Budget | 2021 Amended Budget | 2022 Department Entry | Department Entry Comments | Mayor's Budget Comments |
|---------------------------------------------------|-------------------------------------------|---------------------|---------------------|-----------------------|---------------------------|-------------------------|
| Fund: 310 - General Debt Retirement Fund          |                                           |                     |                     |                       |                           |                         |
| EXPENSES                                          |                                           |                     |                     |                       |                           |                         |
| Department: 991 - Debt Service                    |                                           |                     |                     |                       |                           |                         |
| 5400 - Debt Service                               |                                           |                     |                     |                       |                           |                         |
| 5414                                              | G. O. Bond-Principal                      | 1,868,560.0000      | 1,868,560.0000      | 1,883,560.0000        |                           |                         |
| 5424                                              | G. O. Bond-Interest                       | 1,145,525.0000      | 1,145,525.0000      | 1,098,180.0000        |                           |                         |
| Account Classification Total: 5400 - Debt Service |                                           | \$3,014,085.00      | \$3,014,085.00      | \$2,981,740.00        |                           |                         |
| Department Total: 991 - Debt Service              |                                           | \$3,014,085.00      | \$3,014,085.00      | \$2,981,740.00        |                           |                         |
| EXPENSES Total                                    |                                           | \$3,014,085.00      | \$3,014,085.00      | \$2,981,740.00        |                           |                         |
|                                                   |                                           |                     |                     |                       |                           |                         |
| Fund EXPENSE                                      | Total: 310 - General Debt Retirement Fund | \$3,014,085.00      | \$3,014,085.00      | \$2,981,740.00        |                           |                         |

| Account Number                                    | Account Description                         | 2021 Adopted Budget | 2021 Amended Budget | 2022 Department Entry | Department Entry Comments | Mayor's Budget Comments |
|---------------------------------------------------|---------------------------------------------|---------------------|---------------------|-----------------------|---------------------------|-------------------------|
| Fund: 330 - Taylor Sq Tief Debt Retirement        |                                             |                     |                     |                       |                           |                         |
| EXPENSES                                          |                                             |                     |                     |                       |                           |                         |
| Department: 991 - Debt Service                    |                                             |                     |                     |                       |                           |                         |
| 5400 - Debt Service                               |                                             |                     |                     |                       |                           |                         |
| 5414                                              | G. O. Bond-Principal                        | 535,000.0000        | 535,000.0000        | 550,000.0000          |                           |                         |
| 5424                                              | G. O. Bond-Interest                         | 35,475.0000         | 35,475.0000         | 23,905.0000           |                           |                         |
| Account Classification Total: 5400 - Debt Service |                                             | \$570,475.00        | \$570,475.00        | \$573,905.00          |                           |                         |
| Department Total: 991 - Debt Service              |                                             | \$570,475.00        | \$570,475.00        | \$573,905.00          |                           |                         |
| EXPENSES Total                                    |                                             | \$570,475.00        | \$570,475.00        | \$573,905.00          |                           |                         |
| Fund EXPENSE                                      | Total: 330 - Taylor Sq Tief Debt Retirement | \$570,475.00        | \$570,475.00        | \$573,905.00          |                           |                         |



## CITY OF REYNOLDSBURG

| Account Number                                         | Account Description               | 2021 Adopted Budget | 2021 Amended Budget | 2022 Department Entry | Department Entry Comments                                                                                              | Mayor's Budget Comments |
|--------------------------------------------------------|-----------------------------------|---------------------|---------------------|-----------------------|------------------------------------------------------------------------------------------------------------------------|-------------------------|
| Fund: 710 - Water Fund                                 |                                   |                     |                     |                       |                                                                                                                        |                         |
| EXPENSES                                               |                                   |                     |                     |                       |                                                                                                                        |                         |
| Department: 735 - Water Division                       |                                   |                     |                     |                       |                                                                                                                        |                         |
| 5100 - Personal Services                               |                                   |                     |                     |                       |                                                                                                                        |                         |
| 5101                                                   | Salary-Elected Officials/Director | 39,795.0000         | 39,795.0000         | 41,322.0000           |                                                                                                                        |                         |
| 5102                                                   | Wages-Staff                       | 259,273.0000        | 259,273.0000        | 270,769.0000          |                                                                                                                        |                         |
| 5105                                                   | Overtime                          | 15,400.0000         | 30,800.0000         | 15,400.0000           |                                                                                                                        |                         |
| 5106                                                   | Longevity                         | 1,750.0000          | 1,750.0000          | 2,575.0000            |                                                                                                                        |                         |
| 5109                                                   | HSA Employer Funding              | 21,000.0000         | 21,000.0000         | 17,000.0000           |                                                                                                                        |                         |
| 5151                                                   | PERS Contribution                 | 44,271.0000         | 44,271.0000         | 45,999.0000           |                                                                                                                        |                         |
| 5161                                                   | Group Insurance                   | 109,753.0000        | 109,753.0000        | 93,697.0000           |                                                                                                                        |                         |
| 5164                                                   | Workers Compensation              | 8,970.0000          | 8,970.0000          | 9,363.0000            |                                                                                                                        |                         |
| 5166                                                   | Medicare                          | 4,585.0000          | 4,585.0000          | 4,786.0000            |                                                                                                                        |                         |
| Account Classification Total: 5100 - Personal Services |                                   | \$504,797.00        | \$520,197.00        | \$500,911.00          |                                                                                                                        |                         |
| 5200 - Supplies                                        |                                   |                     |                     |                       |                                                                                                                        |                         |
| 5201                                                   | Office Supplies                   | 5,500.0000          | 5,924.4700          | 5,500.0000            |                                                                                                                        |                         |
| 5203                                                   | Computer Supplies                 | 7,500.0000          | 7,601.7800          | 7,500.0000            |                                                                                                                        |                         |
| 5213                                                   | Repair and Maintenance Supplies   | 10,000.0000         | 10,000.0000         | 10,000.0000           |                                                                                                                        |                         |
| 5241                                                   | Uniforms-Purchased                | 3,500.0000          | 3,867.4500          | 3,500.0000            |                                                                                                                        |                         |
| 5251                                                   | MV Gas and Oil                    | 17,000.0000         | 17,421.3700         | 18,500.0000           | gas price increase                                                                                                     |                         |
| 5252                                                   | Aggregates                        | 39,700.0000         | 41,675.2900         | 41,000.0000           | inflation cost                                                                                                         |                         |
| 5259                                                   | Operating Materials and Supplies  | 70,000.0000         | 84,871.0400         | 90,000.0000           | in 2021 Spent 130% of Operating budget line item                                                                       |                         |
| 5263                                                   | Meters-Resale                     | 20,000.0000         | 20,000.0000         | 20,000.0000           |                                                                                                                        |                         |
| Account Classification Total: 5200 - Supplies          |                                   | \$173,200.00        | \$191,361.40        | \$196,000.00          |                                                                                                                        |                         |
| 5300 - Services                                        |                                   |                     |                     |                       |                                                                                                                        |                         |
| 5311                                                   | Utilities                         | 16,000.0000         | 17,036.5400         | 16,000.0000           |                                                                                                                        |                         |
| 5321                                                   | Professional Training             | 3,000.0000          | 3,000.0000          | 3,800.0000            | Two employees that will seek backflow licenses and Rising Cost of Training                                             |                         |
| 5322                                                   | Conference/Reimb                  | 1,000.0000          | 1,056.0400          | 2,500.0000            | Two staff members now that will require licenses CEU's                                                                 |                         |
| 5323                                                   | Publications                      | 200.0000            | 200.0000            | 250.0000              |                                                                                                                        |                         |
| 5324                                                   | Professional Association Dues     | 400.0000            | 400.0000            | 400.0000              |                                                                                                                        |                         |
| 5325                                                   | Educational Assistance            | 500.0000            | 500.0000            | 500.0000              |                                                                                                                        |                         |
| 5331                                                   | Engineering/Architecture          | 15,000.0000         | 15,255.0000         | 20,000.0000           | Service Director to increase Engineering to process the upgrade needs for the GIS                                      |                         |
| 5339                                                   | Misc Contract Services            | 50,000.0000         | 50,947.3600         | 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         | 38,000.0000         | 38,000.0000           |                                                                                                                        |                         |
| 5366                                                   | Computer Maintenance              | 12,500.0000         | 12,500.0000         | 12,500.0000           |                                                                                                                        |                         |
| 5378                                                   | Columbus Contract                 | 5,350,272.0000      | 5,792,484.5100      | 5,600,000.0000        | % of increase from Columbus                                                                                            |                         |
| 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      | 150,000.0000        | 150,126.1100        | 200,000.0000          | Sensus Meters and Remote Purchases                                                                                     |                         |
| Account Classification Total: 5300 - Services          |                                   | \$5,691,122.00      | \$6,135,755.56      | \$5,998,200.00        |                                                                                                                        |                         |
| 5600 - Capital Purchases                               |                                   |                     |                     |                       |                                                                                                                        |                         |
| 5611                                                   | Buildings                         | 12,500.0000         | 12,500.0000         | 12,500.0000           | Would like to put 12,500 in this line item in case new building does not happen, update to current building if Allowed |                         |
| 5631                                                   | Furniture and Fixtures            | 1,000.0000          | 1,000.0000          | 1,000.0000            |                                                                                                                        |                         |
| 5632                                                   | Motor Vehicles                    | 50,000.0000         | 50,000.0000         | 225,000.0000          | To Purchase A Jet vac Truck                                                                                            |                         |
| 5633                                                   | Machinery and Equipment           | 175,000.0000        | 175,000.0000        | 250,000.0000          | to purchase a large amount of Meters and MXU's for meter upgrades                                                      |                         |
| 5639                                                   | Other Equipment                   | 175,000.0000        | 175,000.0000        | 75,000.0000           | misc                                                                                                                   |                         |
| Account Classification Total: 5600 - Capital Purchases |                                   | \$413,500.00        | \$413,500.00        | \$563,500.00          |                                                                                                                        |                         |
| Department Total: 735 - Water Division                 |                                   | \$6,782,619.00      | \$7,260,813.96      | \$7,258,611.00        |                                                                                                                        |                         |

| Account Number                                    | Account Description     | 2021 Adopted Budget | 2021 Amended Budget | 2022 Department Entry | Department Entry Comments | Mayor's Budget Comments |
|---------------------------------------------------|-------------------------|---------------------|---------------------|-----------------------|---------------------------|-------------------------|
| Department: 991 - Debt Service                    |                         |                     |                     |                       |                           |                         |
| 5400 - Debt Service                               |                         |                     |                     |                       |                           |                         |
| 5414                                              | G. O. Bond-Principal    | 335,500.0000        | 335,500.0000        | 232,830.0000          |                           |                         |
| 5424                                              | G. O. Bond-Interest     | 30,735.0000         | 30,735.0000         | 22,285.0000           |                           |                         |
| Account Classification Total: 5400 - Debt Service |                         | \$366,235.00        | \$366,235.00        | \$255,115.00          |                           |                         |
| Department Total: 991 - Debt Service              |                         | \$366,235.00        | \$366,235.00        | \$255,115.00          |                           |                         |
| EXPENSES Total                                    |                         | \$7,148,854.00      | \$7,627,048.96      | \$7,513,726.00        |                           |                         |
| Fund EXPENSE                                      | Total: 710 - Water Fund | \$7,148,854.00      | \$7,627,048.96      | \$7,513,726.00        |                           |                         |

## CITY OF REYNOLDSBURG

| Account Number                                         | Account Description               | 2021 Adopted Budget | 2021 Amended Budget | 2022 Department Entry | Department Entry Comments                                        | Mayor's Budget Comments |
|--------------------------------------------------------|-----------------------------------|---------------------|---------------------|-----------------------|------------------------------------------------------------------|-------------------------|
| Fund: 720 - Wastewater/Sewer Fund                      |                                   |                     |                     |                       |                                                                  |                         |
| EXPENSES                                               |                                   |                     |                     |                       |                                                                  |                         |
| Department: 736 - Wastewater Division                  |                                   |                     |                     |                       |                                                                  |                         |
| 5100 - Personal Services                               |                                   |                     |                     |                       |                                                                  |                         |
| 5101                                                   | Salary-Elected Officials/Director | 39,796.0000         | 39,796.0000         | 41,322.0000           |                                                                  |                         |
| 5102                                                   | Wages-Staff                       | 315,459.0000        | 315,459.0000        | 305,536.0000          |                                                                  |                         |
| 5105                                                   | Overtime                          | 3,500.0000          | 18,900.0000         | 3,500.0000            |                                                                  |                         |
| 5106                                                   | Longevity                         | 550.0000            | 550.0000            | 1,975.0000            |                                                                  |                         |
| 5109                                                   | HSA Employer Funding              | 21,000.0000         | 21,000.0000         | 19,000.0000           |                                                                  |                         |
| 5151                                                   | PERS Contribution                 | 49,953.0000         | 49,953.0000         | 48,977.0000           |                                                                  |                         |
| 5161                                                   | Group Insurance                   | 110,143.0000        | 110,143.0000        | 101,836.0000          |                                                                  |                         |
| 5164                                                   | Workers Compensation              | 10,192.0000         | 10,192.0000         | 9,995.0000            |                                                                  |                         |
| 5166                                                   | Medicare                          | 5,210.0000          | 5,210.0000          | 5,109.0000            |                                                                  |                         |
| Account Classification Total: 5100 - Personal Services |                                   | \$555,803.00        | \$571,203.00        | \$537,250.00          |                                                                  |                         |
| 5200 - Supplies                                        |                                   |                     |                     |                       |                                                                  |                         |
| 5201                                                   | Office Supplies                   | 5,500.0000          | 5,924.4800          | 5,500.0000            |                                                                  |                         |
| 5203                                                   | Computer Supplies                 | 7,500.0000          | 7,601.7800          | 7,500.0000            |                                                                  |                         |
| 5213                                                   | Repair and Maintenance Supplies   | 2,500.0000          | 2,500.0000          | 2,500.0000            |                                                                  |                         |
| 5241                                                   | Uniforms-Purchased                | 3,500.0000          | 3,867.4600          | 3,500.0000            |                                                                  |                         |
| 5251                                                   | MV Gas and Oil                    | 16,500.0000         | 16,921.3800         | 18,500.0000           | inflation Cost. rising cost of Gas.                              |                         |
| 5252                                                   | Aggregates                        | 4,500.0000          | 4,500.0000          | 4,500.0000            |                                                                  |                         |
| 5259                                                   | Operating Materials and Supplies  | 65,000.0000         | 65,031.3600         | 65,000.0000           |                                                                  |                         |
| Account Classification Total: 5200 - Supplies          |                                   | \$105,000.00        | \$106,346.46        | \$107,000.00          |                                                                  |                         |
| 5300 - Services                                        |                                   |                     |                     |                       |                                                                  |                         |
| 5311                                                   | Utilities                         | 12,000.0000         | 12,191.5900         | 12,000.0000           |                                                                  |                         |
| 5321                                                   | Professional Training             | 3,000.0000          | 3,000.0000          | 4,000.0000            |                                                                  |                         |
| 5322                                                   | Conference/Reimb                  | 1,000.0000          | 1,056.0400          | 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         | 20,000.0000           | was told to increase to allow for GIS updates                    |                         |
| 5339                                                   | Misc Contract Services            | 45,000.0000         | 45,947.3500         | 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        | 189,550.5800        | 115,000.0000          |                                                                  |                         |
| 5366                                                   | Computer Maintenance              | 15,000.0000         | 15,000.0000         | 15,000.0000           |                                                                  |                         |
| 5378                                                   | Columbus Contract                 | 5,229,860.0000      | 5,902,386.4100      | 5,500,000.0000        |                                                                  |                         |
| 5391                                                   | Postage                           | 12,000.0000         | 12,000.0000         | 12,000.0000           |                                                                  |                         |
| 5399                                                   | Other Miscellaneous Services      | 150,000.0000        | 150,026.1300        | 200,000.0000          | Sensus parts ordering for new constructions for new Subdivisions |                         |
| Account Classification Total: 5300 - Services          |                                   | \$5,622,460.00      | \$6,370,758.10      | \$5,948,600.00        |                                                                  |                         |
| 5600 - Capital Purchases                               |                                   |                     |                     |                       |                                                                  |                         |
| 5611                                                   | Buildings                         | 12,500.0000         | 12,500.0000         | 12,500.0000           | Addition to building if Allowed would like 12500 for the GL Line |                         |
| 5631                                                   | Furniture and Fixtures            | 1,000.0000          | 1,000.0000          | 1,000.0000            | possibly a new desk                                              |                         |
| 5632                                                   | Motor Vehicles                    | 50,000.0000         | 50,000.0000         | 225,000.0000          | Jet Vac Truck (Vacall)                                           |                         |
| 5633                                                   | Machinery and Equipment           | 175,000.0000        | 175,000.0000        | 250,000.0000          | Sensus MXU's Purchase                                            |                         |
| 5639                                                   | Other Equipment                   | 175,000.0000        | 175,000.0000        | 75,000.0000           | Misc                                                             |                         |
| Account Classification Total: 5600 - Capital Purchases |                                   | \$413,500.00        | \$413,500.00        | \$563,500.00          |                                                                  |                         |
| Department Total: 736 - Wastewater Division            |                                   | \$6,696,763.00      | \$7,461,807.56      | \$7,156,350.00        |                                                                  |                         |

## CITY OF REYNOLDSBURG

| Account Number                                         | Account Description              | 2021 Adopted Budget | 2021 Amended Budget | 2022 Department Entry | Department Entry Comments | Mayor's Budget Comments |
|--------------------------------------------------------|----------------------------------|---------------------|---------------------|-----------------------|---------------------------|-------------------------|
| Department: 991 - Debt Service                         |                                  |                     |                     |                       |                           |                         |
| 5400 - Debt Service                                    |                                  |                     |                     |                       |                           |                         |
| 5414                                                   | G. O. Bond-Principal             | 38,100.0000         | 38,100.0000         | 39,000.0000           |                           |                         |
| 5424                                                   | G. O. Bond-Interest              | 1,920.0000          | 1,920.0000          | 972.0000              |                           |                         |
| Account Classification Total: 5400 - Debt Service      |                                  | \$40,020.00         | \$40,020.00         | \$39,972.00           |                           |                         |
| Department Total: 991 - Debt Service                   |                                  | \$40,020.00         | \$40,020.00         | \$39,972.00           |                           |                         |
| EXPENSES Total                                         |                                  | \$6,736,783.00      | \$7,501,827.56      | \$7,196,322.00        |                           |                         |
| Fund EXPENSE Total: 720 - Wastewater/Sewer Fund        |                                  | \$6,736,783.00      | \$7,501,827.56      | \$7,196,322.00        |                           |                         |
| Fund: 740 - Storm Water Drainage Fund                  |                                  |                     |                     |                       |                           |                         |
| EXPENSES                                               |                                  |                     |                     |                       |                           |                         |
| Department: 737 - Storm Water Division                 |                                  |                     |                     |                       |                           |                         |
| 5100 - Personal Services                               |                                  |                     |                     |                       |                           |                         |
| 5102                                                   | Wages-Staff                      | 213,430.0000        | 213,430.0000        | 224,764.0000          |                           |                         |
| 5105                                                   | Overtime                         | 4,900.0000          | 4,900.0000          | 4,900.0000            |                           |                         |
| 5106                                                   | Longevity                        | 1,050.0000          | 1,050.0000          | 2,150.0000            |                           |                         |
| 5109                                                   | HSA Employer Funding             | 11,000.0000         | 11,000.0000         | 7,000.0000            |                           |                         |
| 5151                                                   | PERS Contribution                | 30,363.0000         | 30,363.0000         | 31,754.0000           |                           |                         |
| 5161                                                   | Group Insurance                  | 57,470.0000         | 57,470.0000         | 38,084.0000           |                           |                         |
| 5164                                                   | Workers Compensation             | 6,223.0000          | 6,223.0000          | 6,576.0000            |                           |                         |
| 5166                                                   | Medicare                         | 3,181.0000          | 3,181.0000          | 3,361.0000            |                           |                         |
| Account Classification Total: 5100 - Personal Services |                                  | \$327,617.00        | \$327,617.00        | \$318,589.00          |                           |                         |
| 5200 - Supplies                                        |                                  |                     |                     |                       |                           |                         |
| 5201                                                   | Office Supplies                  | 6,500.0000          | 6,729.4800          | 6,500.0000            |                           |                         |
| 5203                                                   | Computer Supplies                | 750.0000            | 750.0000            | 750.0000              |                           |                         |
| 5205                                                   | Small Tools/Minor Equipment      | 1,500.0000          | 1,500.0000          | 1,500.0000            |                           |                         |
| 5241                                                   | Uniforms-Purchased               | 1,000.0000          | 1,232.9200          | 1,000.0000            |                           |                         |
| 5251                                                   | MV Gas and Oil                   | 7,000.0000          | 7,215.0000          | 6,000.0000            |                           |                         |
| 5252                                                   | Aggregates                       | 1,250.0000          | 1,250.0000          | 1,250.0000            |                           |                         |
| 5259                                                   | Operating Materials and Supplies | 42,000.0000         | 42,869.8000         | 47,000.0000           |                           |                         |
| Account Classification Total: 5200 - Supplies          |                                  | \$60,000.00         | \$61,547.20         | \$64,000.00           |                           |                         |
| 5300 - Services                                        |                                  |                     |                     |                       |                           |                         |
| 5311                                                   | Utilities                        | 7,000.0000          | 7,277.7200          | 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          | 8,000.0000          | 8,000.0000            |                           |                         |
| 5339                                                   | Misc Contract Services           | 46,450.0000         | 70,720.1200         | 42,450.0000           |                           |                         |
| 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      | 4,000.0000          | 4,000.0000          | 4,000.0000            |                           |                         |
| 5364                                                   | MV Repair/Maintenance-Internal   | 3,500.0000          | 3,500.0000          | 3,500.0000            |                           |                         |
| 5365                                                   | Utility Line Repair/Maintenance  | 7,500.0000          | 7,500.0000          | 7,500.0000            |                           |                         |
| 5378                                                   | Columbus Contract                | 900,000.0000        | 966,713.9200        | 936,000.0000          | up 4 %                    |                         |
| 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         | 39,026.1300         | 40,000.0000           |                           |                         |
| Account Classification Total: 5300 - Services          |                                  | \$1,045,090.00      | \$1,136,377.89      | \$1,078,090.00        |                           |                         |
| 5600 - Capital Purchases                               |                                  |                     |                     |                       |                           |                         |
| 5632                                                   | Motor Vehicles                   | 0.0000              | 0.0000              | 160,000.0000          | 1/3 of Hydro Vac Truck    |                         |
| Account Classification Total: 5600 - Capital Purchases |                                  | \$0.00              | \$0.00              | \$160,000.00          |                           |                         |



| Account Number                                    | Account Description                    | 2021 Adopted Budget | 2021 Amended Budget | 2022 Department Entry | Department Entry Comments | Mayor's Budget Comments |
|---------------------------------------------------|----------------------------------------|---------------------|---------------------|-----------------------|---------------------------|-------------------------|
| Department Total: 737 - Storm Water Division      |                                        | \$1,432,707.00      | \$1,525,542.09      | \$1,620,679.00        |                           |                         |
| Department: 991 - Debt Service                    |                                        |                     |                     |                       |                           |                         |
| 5400 - Debt Service                               |                                        |                     |                     |                       |                           |                         |
| 5414                                              | G. O. Bond-Principal                   | 110,000.0000        | 110,000.0000        | 110,000.0000          |                           |                         |
| 5424                                              | G. O. Bond-Interest                    | 15,595.0000         | 15,595.0000         | 13,110.0000           |                           |                         |
| Account Classification Total: 5400 - Debt Service |                                        | \$125,595.00        | \$125,595.00        | \$123,110.00          |                           |                         |
| Department Total: 991 - Debt Service              |                                        | \$125,595.00        | \$125,595.00        | \$123,110.00          |                           |                         |
| EXPENSES Total                                    |                                        | \$1,558,302.00      | \$1,651,137.09      | \$1,743,789.00        |                           |                         |
| Fund EXPENSE                                      | Total: 740 - Storm Water Drainage Fund | \$1,558,302.00      | \$1,651,137.09      | \$1,743,789.00        |                           |                         |

| Account Number                                | Account Description           | 2021 Adopted Budget | 2021 Amended Budget | 2022 Department Entry | Department Entry Comments | Mayor's Budget Comments |
|-----------------------------------------------|-------------------------------|---------------------|---------------------|-----------------------|---------------------------|-------------------------|
| Fund: 750 - Solid Waste Fund                  |                               |                     |                     |                       |                           |                         |
| EXPENSES                                      |                               |                     |                     |                       |                           |                         |
| Department: 738 - Refuse Collection           |                               |                     |                     |                       |                           |                         |
| 5200 - Supplies                               |                               |                     |                     |                       |                           |                         |
| 5201                                          | Office Supplies               | 2,000.0000          | 2,229.4800          | 2,000.0000            |                           |                         |
| Account Classification Total: 5200 - Supplies |                               | \$2,000.00          | \$2,229.48          | \$2,000.00            |                           |                         |
| 5300 - Services                               |                               |                     |                     |                       |                           |                         |
| 5315                                          | Private Hauler Contract       | 2,480,000.0000      | 2,843,709.3900      | 2,550,000.0000        |                           |                         |
| 5391                                          | Postage                       | 12,000.0000         | 12,000.0000         | 14,000.0000           |                           |                         |
| 5399                                          | Other Miscellaneous Services  | 110,000.0000        | 110,026.1300        | 110,000.0000          |                           |                         |
| Account Classification Total: 5300 - Services |                               | \$2,602,000.00      | \$2,965,735.52      | \$2,674,000.00        |                           |                         |
| Department Total: 738 - Refuse Collection     |                               | \$2,604,000.00      | \$2,967,965.00      | \$2,676,000.00        |                           |                         |
| EXPENSES Total                                |                               | \$2,604,000.00      | \$2,967,965.00      | \$2,676,000.00        |                           |                         |
| Fund EXPENSE                                  | Total: 750 - Solid Waste Fund | \$2,604,000.00      | \$2,967,965.00      | \$2,676,000.00        |                           |                         |

| Account Number      Account Description              |                                      | 2021 Adopted Budget | 2021 Amended Budget | 2022 Department Entry | Department Entry Comments | Mayor's Budget Comments |
|------------------------------------------------------|--------------------------------------|---------------------|---------------------|-----------------------|---------------------------|-------------------------|
| Fund: 941 - JEDD1-ETNA-REYNOLDSBURG                  |                                      |                     |                     |                       |                           |                         |
| EXPENSES                                             |                                      |                     |                     |                       |                           |                         |
| Department: 000 - General                            |                                      |                     |                     |                       |                           |                         |
| 5500 - Transfers/Other                               |                                      |                     |                     |                       |                           |                         |
| 5529                                                 | Miscellaneous Distributions          | 200,000.0000        | 200,000.0000        | 110,000.0000          |                           |                         |
| Account Classification Total: 5500 - Transfers/Other |                                      | \$200,000.00        | \$200,000.00        | \$110,000.00          |                           |                         |
| Department Total: 000 - General                      |                                      | \$200,000.00        | \$200,000.00        | \$110,000.00          |                           |                         |
| EXPENSES Total                                       |                                      | \$200,000.00        | \$200,000.00        | \$110,000.00          |                           |                         |
| Fund EXPENSE                                         | Total: 941 - JEDD1-ETNA-REYNOLDSBURG | \$200,000.00        | \$200,000.00        | \$110,000.00          |                           |                         |



| Account Number                                       | Account Description                  | 2021 Adopted Budget | 2021 Amended Budget | 2022 Department Entry | Department Entry Comments | Mayor's Budget Comments |
|------------------------------------------------------|--------------------------------------|---------------------|---------------------|-----------------------|---------------------------|-------------------------|
| Fund: 942 - JEDD2-ETNA-REYNOLDSBURG                  |                                      |                     |                     |                       |                           |                         |
| EXPENSES                                             |                                      |                     |                     |                       |                           |                         |
| Department: 000 - General                            |                                      |                     |                     |                       |                           |                         |
| 5500 - Transfers/Other                               |                                      |                     |                     |                       |                           |                         |
| 5529                                                 | Miscellaneous Distributions          | 150,000.0000        | 150,000.0000        | 85,000.0000           |                           |                         |
| Account Classification Total: 5500 - Transfers/Other |                                      | \$150,000.00        | \$150,000.00        | \$85,000.00           |                           |                         |
| Department Total: 000 - General                      |                                      | \$150,000.00        | \$150,000.00        | \$85,000.00           |                           |                         |
| EXPENSES Total                                       |                                      | \$150,000.00        | \$150,000.00        | \$85,000.00           |                           |                         |
| Fund EXPENSE                                         | Total: 942 - JEDD2-ETNA-REYNOLDSBURG | \$150,000.00        | \$150,000.00        | \$85,000.00           |                           |                         |

| Account Number                                       | Account Description                  | 2021 Adopted Budget | 2021 Amended Budget | 2022 Department Entry | Department Entry Comments | Mayor's Budget Comments |
|------------------------------------------------------|--------------------------------------|---------------------|---------------------|-----------------------|---------------------------|-------------------------|
| Fund: 943 - JEDD3-ETNA-REYNOLDSBURG                  |                                      |                     |                     |                       |                           |                         |
| EXPENSES                                             |                                      |                     |                     |                       |                           |                         |
| Department: 000 - General                            |                                      |                     |                     |                       |                           |                         |
| 5500 - Transfers/Other                               |                                      |                     |                     |                       |                           |                         |
| 5529                                                 | Miscellaneous Distributions          | 400,000.0000        | 400,000.0000        | 165,000.0000          |                           |                         |
| Account Classification Total: 5500 - Transfers/Other |                                      | \$400,000.00        | \$400,000.00        | \$165,000.00          |                           |                         |
| Department Total: 000 - General                      |                                      | \$400,000.00        | \$400,000.00        | \$165,000.00          |                           |                         |
| EXPENSES Total                                       |                                      | \$400,000.00        | \$400,000.00        | \$165,000.00          |                           |                         |
| Fund EXPENSE                                         | Total: 943 - JEDD3-ETNA-REYNOLDSBURG | \$400,000.00        | \$400,000.00        | \$165,000.00          |                           |                         |

| Account Number                                       | Account Description                  | 2021 Adopted Budget | 2021 Amended Budget | 2022 Department Entry | Department Entry Comments | Mayor's Budget Comments |
|------------------------------------------------------|--------------------------------------|---------------------|---------------------|-----------------------|---------------------------|-------------------------|
| Fund: 944 - JEDD4-ETNA-REYNOLDSBURG                  |                                      |                     |                     |                       |                           |                         |
| EXPENSES                                             |                                      |                     |                     |                       |                           |                         |
| Department: 000 - General                            |                                      |                     |                     |                       |                           |                         |
| 5500 - Transfers/Other                               |                                      |                     |                     |                       |                           |                         |
| 5529                                                 | Miscellaneous Distributions          | 75,000.0000         | 75,000.0000         | 10,000.0000           |                           |                         |
| Account Classification Total: 5500 - Transfers/Other |                                      | \$75,000.00         | \$75,000.00         | \$10,000.00           |                           |                         |
| Department Total: 000 - General                      |                                      | \$75,000.00         | \$75,000.00         | \$10,000.00           |                           |                         |
| EXPENSES Total                                       |                                      | \$75,000.00         | \$75,000.00         | \$10,000.00           |                           |                         |
| Fund EXPENSE                                         | Total: 944 - JEDD4-ETNA-REYNOLDSBURG | \$75,000.00         | \$75,000.00         | \$10,000.00           |                           |                         |

| Account Number                                       | Account Description                | 2021 Adopted Budget | 2021 Amended Budget | 2022 Department Entry | Department Entry Comments | Mayor's Budget Comments |
|------------------------------------------------------|------------------------------------|---------------------|---------------------|-----------------------|---------------------------|-------------------------|
| Fund: 970 - Taylor Sq School Tief                    |                                    |                     |                     |                       |                           |                         |
| EXPENSES                                             |                                    |                     |                     |                       |                           |                         |
| Department: 000 - General                            |                                    |                     |                     |                       |                           |                         |
| Project: 0002 - Phase II                             |                                    |                     |                     |                       |                           |                         |
| 5300 - Services                                      |                                    |                     |                     |                       |                           |                         |
| 5373                                                 | Auditor/Treasurer Fees             | 30,000.0000         | 30,000.0000         | 30,000.0000           |                           |                         |
| Account Classification Total: 5300 - Services        |                                    | \$30,000.00         | \$30,000.00         | \$30,000.00           |                           |                         |
| 5500 - Transfers/Other                               |                                    |                     |                     |                       |                           |                         |
| 5501                                                 | Transfers                          | 570,475.0000        | 570,475.0000        | 0.0000                |                           |                         |
| 5527                                                 | Agency/Tief Distributions          | 1,200,000.0000      | 1,200,000.0000      | 0.0000                |                           |                         |
| Account Classification Total: 5500 - Transfers/Other |                                    | \$1,770,475.00      | \$1,770,475.00      | \$0.00                |                           |                         |
| Project Total: 0002 - Phase II                       |                                    | \$1,800,475.00      | \$1,800,475.00      | \$30,000.00           |                           |                         |
| Department Total: 000 - General                      |                                    | \$1,800,475.00      | \$1,800,475.00      | \$30,000.00           |                           |                         |
| EXPENSES Total                                       |                                    | \$1,800,475.00      | \$1,800,475.00      | \$30,000.00           |                           |                         |
| Fund EXPENSE                                         | Total: 970 - Taylor Sq School Tief | \$1,800,475.00      | \$1,800,475.00      | \$30,000.00           |                           |                         |

| Account Number                                    | Account Description    | 2021 Adopted Budget | 2021 Amended Budget | 2022 Department Entry | Department Entry Comments | Mayor's Budget Comments |
|---------------------------------------------------|------------------------|---------------------|---------------------|-----------------------|---------------------------|-------------------------|
| Fund: 971 - Brice Main Tif                        |                        |                     |                     |                       |                           |                         |
| EXPENSES                                          |                        |                     |                     |                       |                           |                         |
| Department: 000 - General                         |                        |                     |                     |                       |                           |                         |
| Project: 4001 - Tief-Home Depot                   |                        |                     |                     |                       |                           |                         |
| 5300 - Services                                   |                        |                     |                     |                       |                           |                         |
| 5373                                              | Auditor/Treasurer Fees | 2,000.0000          | 2,000.0000          | 2,000.0000            |                           |                         |
| Account Classification Total: 5300 - Services     |                        | \$2,000.00          | \$2,000.00          | \$2,000.00            |                           |                         |
| Project Total: 4001 - Tief-Home Depot             |                        | \$2,000.00          | \$2,000.00          | \$2,000.00            |                           |                         |
| Project: 4002 - Tief-Walgreens                    |                        |                     |                     |                       |                           |                         |
| 5300 - Services                                   |                        |                     |                     |                       |                           |                         |
| 5373                                              | Auditor/Treasurer Fees | 2,000.0000          | 2,000.0000          | 2,000.0000            |                           |                         |
| Account Classification Total: 5300 - Services     |                        | \$2,000.00          | \$2,000.00          | \$2,000.00            |                           |                         |
| Project Total: 4002 - Tief-Walgreens              |                        | \$2,000.00          | \$2,000.00          | \$2,000.00            |                           |                         |
| Department Total: 000 - General                   |                        | \$4,000.00          | \$4,000.00          | \$4,000.00            |                           |                         |
| Department: 991 - Debt Service                    |                        |                     |                     |                       |                           |                         |
| 5400 - Debt Service                               |                        |                     |                     |                       |                           |                         |
| 5414                                              | G. O. Bond-Principal   | 75,000.0000         | 75,000.0000         | 100,000.0000          |                           |                         |
| 5424                                              | G. O. Bond-Interest    | 4,250.0000          | 4,250.0000          | 2,975.0000            |                           |                         |
| Account Classification Total: 5400 - Debt Service |                        | \$79,250.00         | \$79,250.00         | \$102,975.00          |                           |                         |
| Department Total: 991 - Debt Service              |                        | \$79,250.00         | \$79,250.00         | \$102,975.00          |                           |                         |
| EXPENSES Total                                    |                        | \$83,250.00         | \$83,250.00         | \$106,975.00          |                           |                         |
| Fund EXPENSE Total: 971 - Brice Main Tif          |                        | \$83,250.00         | \$83,250.00         | \$106,975.00          |                           |                         |

| Account Number                                | Account Description           | 2021 Adopted Budget | 2021 Amended Budget | 2022 Department Entry | Department Entry Comments | Mayor's Budget Comments |
|-----------------------------------------------|-------------------------------|---------------------|---------------------|-----------------------|---------------------------|-------------------------|
| Fund: 973 - Summit Rd Tif #1                  |                               |                     |                     |                       |                           |                         |
| EXPENSES                                      |                               |                     |                     |                       |                           |                         |
| Department: 000 - General                     |                               |                     |                     |                       |                           |                         |
| Project: 4000 - Tief-General                  |                               |                     |                     |                       |                           |                         |
| 5300 - Services                               |                               |                     |                     |                       |                           |                         |
| 5373                                          | Auditor/Treasurer Fees        | 2,000.0000          | 2,000.0000          | 1,500.0000            |                           |                         |
| Account Classification Total: 5300 - Services |                               | \$2,000.00          | \$2,000.00          | \$1,500.00            |                           |                         |
| Project Total: 4000 - Tief-General            |                               | \$2,000.00          | \$2,000.00          | \$1,500.00            |                           |                         |
| Department Total: 000 - General               |                               | \$2,000.00          | \$2,000.00          | \$1,500.00            |                           |                         |
| EXPENSES Total                                |                               | \$2,000.00          | \$2,000.00          | \$1,500.00            |                           |                         |
| Fund EXPENSE                                  | Total: 973 - Summit Rd Tif #1 | \$2,000.00          | \$2,000.00          | \$1,500.00            |                           |                         |

| Account Number                                | Account Description           | 2021 Adopted Budget | 2021 Amended Budget | 2022 Department Entry | Department Entry Comments | Mayor's Budget Comments |
|-----------------------------------------------|-------------------------------|---------------------|---------------------|-----------------------|---------------------------|-------------------------|
| Fund: 974 - Taylor Rd Tif #1                  |                               |                     |                     |                       |                           |                         |
| EXPENSES                                      |                               |                     |                     |                       |                           |                         |
| Department: 000 - General                     |                               |                     |                     |                       |                           |                         |
| Project: 4000 - Tief-General                  |                               |                     |                     |                       |                           |                         |
| 5300 - Services                               |                               |                     |                     |                       |                           |                         |
| 5373                                          | Auditor/Treasurer Fees        | 500.0000            | 500.0000            | 500.0000              |                           |                         |
| Account Classification Total: 5300 - Services |                               | \$500.00            | \$500.00            | \$500.00              |                           |                         |
| Project Total: 4000 - Tief-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              |                           |                         |



| Account Number                                | Account Description           | 2021 Adopted Budget | 2021 Amended Budget | 2022 Department Entry | Department Entry Comments | Mayor's Budget Comments |
|-----------------------------------------------|-------------------------------|---------------------|---------------------|-----------------------|---------------------------|-------------------------|
| Fund: 975 - Taylor Rd Tif #2                  |                               |                     |                     |                       |                           |                         |
| EXPENSES                                      |                               |                     |                     |                       |                           |                         |
| Department: 000 - General                     |                               |                     |                     |                       |                           |                         |
| Project: 4000 - Tief-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 - Tief-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:                         |                               | \$23,600,385.00     | \$25,356,052.03     | \$19,331,611.00       |                           |                         |

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


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**DATE:** November 8, 2021

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

**RE:** Rezoning of 8555 East Main Street

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Approval:

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

Eric Elizondo of Skilken Gold Real Estate Development, on behalf of property owner John A. Shepard, is requesting a rezoning of the 17.010 acres for a retail and multi-use development. As a first read, Council must request that the Planning Commission review this application and make a recommendation to Council.

Planning Commission recommendation: Mr. Furst moved to accept this proposal as submitted with the following conditions that a traffic impact study is conducted for the rezoned parcel, depending on how the lot split is determined, and that the other uses identified here as the B lots would be similar to what's presented here in this application.

**AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP FOR THE CITY OF REYNOLDSBURG FOR A PROPERTY LOCATED AT 8555 EAST MAIN STREET FROM INNOVATION DISTRICT (I) TO COMMUNITY COMMERCIAL DISTRICT (CC)**

**WHEREAS**, the Reynoldsburg Planning Commission, after conducting a public hearing on the application and considering the issue, has recommended that this property be or not be rezoned to Community Commercial District (CC); and,

**WHEREAS**, the Reynoldsburg Planning Commission believes that this property is suitable for

## **Clerk of Council**

**Mollie Prasher**

**7232 East Main Street**

**Reynoldsburg OH 43068**

**614-322-6836 Phone**

the zoning classification of Community Commercial District (CC).

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

~~**Section 1.** That the property located at 8555 East Main Street currently zoned Innovation District (I) shall be and is hereby rezoned Community Commercial District (CC) as indicated in the attached Exhibit A.~~

~~**Section 2.** That the Planning and Zoning Department be and is hereby authorized to make said changes to the official zoning map of the City of Reynoldsburg.~~

~~**Section 3.** That upon adoption by the Council, this Ordinance shall become effective thirty days following the signature of the Mayor.~~

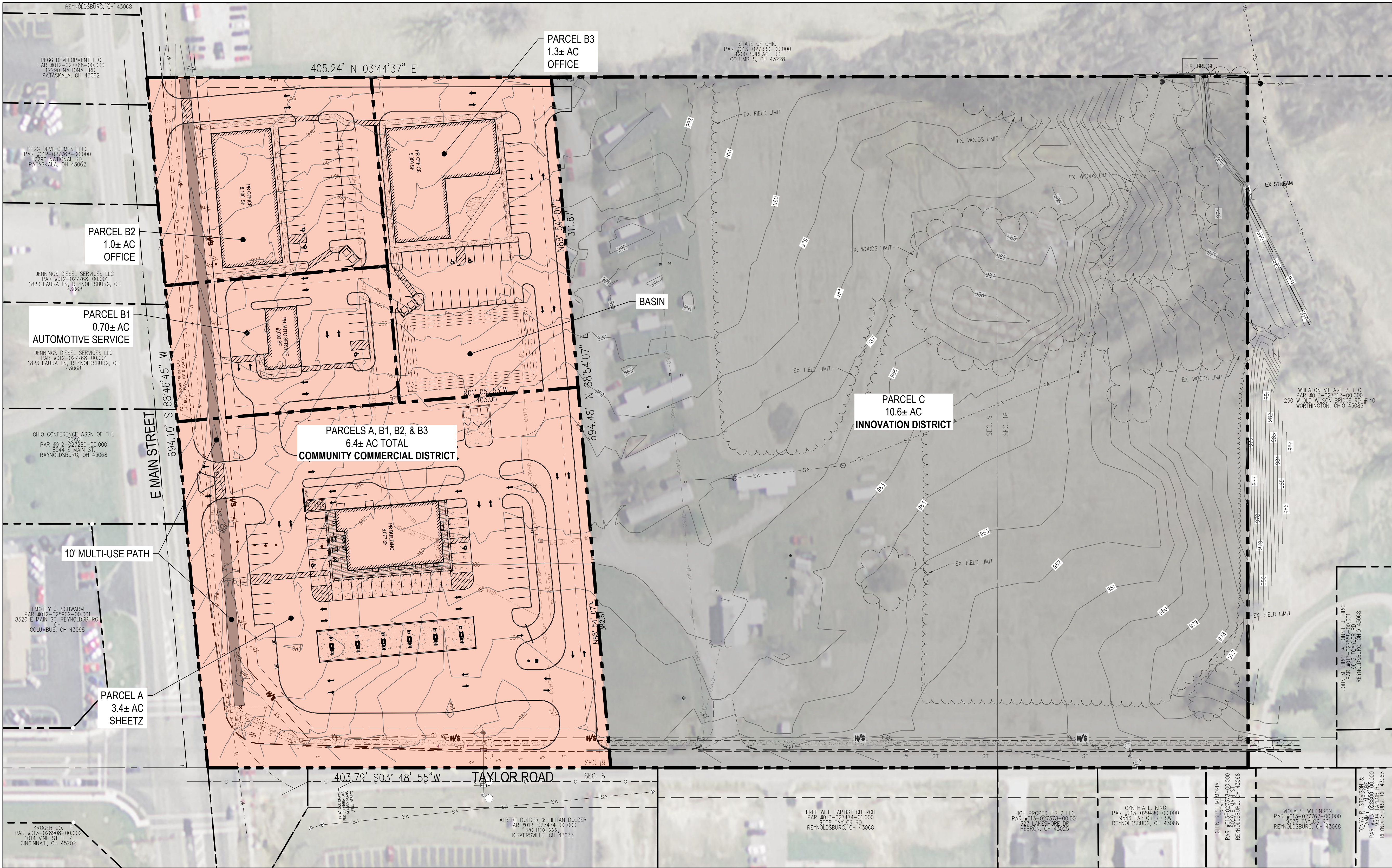
Section 1. That the property located at 8555 East Main Street, Reynoldsburg, Ohio 43068, known as Licking County Parcel No. 013-027540-00.000, currently zoned Innovation District (I), shall be and is hereby rezoned, in part, Community Commercial District (CC) as reflected in the attached Exhibit A.

Section 2. The Development Plan attached as Exhibit A shall be incorporated into this District change and shall bind any future development or use of the subject lots. As reflected in Exhibit A, Parcels A, B1, B2, and B3 shall be rezoned Community Commercial District (CC) . Parcel C shall remain zoned Innovation District (I).

Section 3. The Planning and Zoning Administrator be and is hereby authorized to make said changes to the official zoning map of the City of Reynoldsburg.

Section 4. That upon adoption by the Council, this Ordinance shall become effective thirty days following the signature of the Mayor.





**LEGAL DESCRIPTION OF SUBJECT PARCEL:**  
BEING A PART OF THE NORTHWEST QUARTER OF SECTION 16, AND THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 16, AND RANGE 20, REFUGEE LANDS AND BOUNDED AS FOLLOWS: BEGINNING AT A POINT WHETHER THE CENTER LINE OF TOWNSHIP ROAD NO. 169 INTERSECTS THE CENTER LINE OF THE NATIONAL ROAD; THENCE ALONG THE CENTER LINE OF THE NATIONAL ROAD, NORTH 85° 37' EAST 695 FEET TO A POINT FOR A CORNER; THENCE SOUTH 0° 04' EAST (PASSING AN IRON PIPE AT 40.11 FEET) A DISTANCE OF 1097.3 FEET TO A POINT FOR A CORNER, MARKED BY AN IRON PIPE; THENCE SOUTH 89° 55' WEST (PASSING AN IRON PIPE AT 673.7 FEET) A DISTANCE OF 693.7 FEET TO A POINT IN THE CENTER LINE OF SAID TOWNSHIP ROAD NO. 169; THENCE ALONG THE CENTER LINE OF SAID TOWNSHIP ROAD, NORTH 1042.4 FEET TO THE POINT OF BEGINNING; CONTAINING 17.010 ACRES, MORE OR LESS, SUBJECT TO ALL LEGAL HIGHWAYS;

SUBJECT TO ALL CONDITIONS, EASEMENTS RESTRICTIONS, RIGHTS OF WAY OF RECORD, LEGAL HIGHWAYS AND APPLICABLE ZONING REGULATIONS.

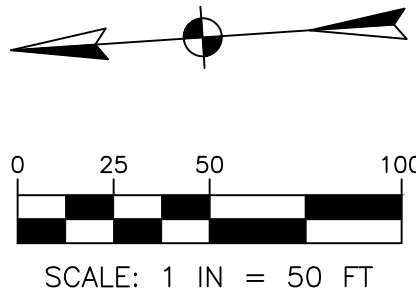
**SITE DATA:**

EXISTING ZONING: INNOVATION DISTRICT (I)  
EXISTING LOT AREA: 17.0± AC  
PROPOSED REZONING: COMMUNITY COMMERCIAL (CC)  
PROPOSED REZONING AREA: 6.4± AC TO CC (10.6 AC REMAIN INNOVATION)

PARKING SETBACKS (CC):  
FRONT - 10'  
SIDES - 10'  
REAR - 10'

BUILDING SETBACKS (CC):  
FRONT - 10'  
SIDES - 10'  
REAR - 20'

LANDSCAPE SETBACKS:  
MAXIMUM LOT COVERAGE (CC): 70%  
MAXIMUM BUILDING HEIGHT: 45'



|     |                  |                                                |                                                                                                 |                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       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| 1/1 | DEVELOPMENT PLAN | 8555 E MAIN STREET<br>REYNOLDSBURG, OHIO 43068 | PREPARED FOR:<br><br>SKILKEN/GOLD<br>DEVELOPMENT<br><br>4270 MORSE ROAD<br>COLUMBUS, OHIO 43230 | <br><b>Mannik<br/>Smith<br/>GROUP</b><br><a href="http://www.MannikSmithGroup.com">www.MannikSmithGroup.com</a> | TECHNICAL SKILL:<br>CREATIVE SPIRIT:<br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><br><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Received

SEP 14 2021



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

Reynoldsburg Building Division

App./Case#: 2021-5454Date Submitted: 9/14/21Fee Amount: 1000 -
☒ Paid: CK 0245

## PLANNING COMMISSION APPLICATION

|                                                                                                                                                                                                                          |                                                           |                                                                          |                                             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|--------------------------------------------------------------------------|---------------------------------------------|
| <b>I. PROPERTY INFORMATION</b>                                                                                                                                                                                           |                                                           | <b>FOR DISTRICT CHANGE ONLY</b>                                          |                                             |
| Property Address:<br>TBD                                                                                                                                                                                                 |                                                           | Proposed Zoning:<br><b>CC</b>                                            |                                             |
| Description of Location:<br>SE Corner of E. Main Street and Taylor Rd.                                                                                                                                                   |                                                           | Size of Area to be Rezoned:<br>17.010                                    |                                             |
| Parcel ID#(s):<br>013-027540                                                                                                                                                                                             |                                                           | Existing Structures:<br>Mobile homes                                     |                                             |
| Number of Lots: <b>1</b>                                                                                                                                                                                                 | Present Zoning: <b>I</b>                                  | Present Use:<br><b>Mobile home park</b>                                  |                                             |
| Complete Where Applicable:                                                                                                                                                                                               |                                                           |                                                                          |                                             |
| Engineer/Surveyor: <u>The Mannik &amp; Smith Group, Inc.</u>                                                                                                                                                             |                                                           |                                                                          |                                             |
| Builder/Developer: <u>Skilken Gold Real Estate Development</u>                                                                                                                                                           |                                                           |                                                                          |                                             |
| <b>II. PROPERTY OWNER OF RECORD</b>                                                                                                                                                                                      |                                                           |                                                                          |                                             |
| Property Owner Name(s):<br><b>John A. Shepard</b>                                                                                                                                                                        |                                                           | Property Owner Address(s):<br><b>10852 Zion Rd., Thornville OH 43076</b> |                                             |
| <b>III. APPLICANT INFORMATION</b>                                                                                                                                                                                        |                                                           |                                                                          |                                             |
| Applicant Name:<br><b>Eric Elizondo</b>                                                                                                                                                                                  |                                                           | Applicant Address:<br><b>4270 Morse Rd., Columbus OH 43230</b>           |                                             |
| Applicant Phone Number:<br><b>614-937-6362</b>                                                                                                                                                                           |                                                           | Applicant Email:<br><b>elizondo@skillengold.com</b>                      |                                             |
| <input type="checkbox"/> Property Owner                                                                                                                                                                                  | <input checked="" type="checkbox"/> Business Owner/Tenant | <input type="checkbox"/> Contractor                                      | <input type="checkbox"/> Architect/Engineer |
| <b>PROJECT INFORMATION</b>                                                                                                                                                                                               |                                                           |                                                                          |                                             |
| <input checked="" type="checkbox"/> District Change (Rezoning)<br>(\$750 Residential plus \$50 per lot/\$1,000 Non-Residential)                                                                                          |                                                           | <input type="checkbox"/> Amendment of Development Plan or Text (\$500)   |                                             |
|                                                                                                                                                                                                                          |                                                           | <input type="checkbox"/> Major Site Plan (\$500)                         |                                             |
| Description of Project: <u>17+/- acres to be rezoned from I (Innovation) to CC (Community Commercial). Development fronting Main Street to be for retail use. Remainder lot for office or multi-family dwelling use.</u> |                                                           |                                                                          |                                             |
| Please review the attached checklist and note the items you are responsible for submitting with this application. All required items must be submitted to the Planning & Zoning Administrator.                           |                                                           |                                                                          |                                             |
| Applicant Signature: <u>John A. Shepard</u>                                                                                                                                                                              |                                                           | Date: <u>9-10-2021</u>                                                   |                                             |
| *By signing this application I certify that I am the owner of the property or the owner's agent, and that the work is authorized with the full knowledge of the owner.*                                                  |                                                           |                                                                          |                                             |

Attachment: Rezoning Main and Taylor Application (Rezoning of 8555 East Main Street)

|                            |                                                                                                                                                                                                                                   |
|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>**OFFICE USE ONLY**</b> |                                                                                                                                                                                                                                   |
| Additional Notes:          | <b>Zoning Information</b><br><input type="checkbox"/> Historic District<br><input type="checkbox"/> CC Overlay<br><u>Innovation</u><br>Add'l Approvals Req'd<br><input type="checkbox"/> BZBA                                     |
|                            | <b>Planning Com. Meeting</b><br>Date: <u>10/7/2021</u><br><input type="checkbox"/> Approved as Submitted<br><input type="checkbox"/> Approved w/ Conditions<br><input type="checkbox"/> Tabled<br><input type="checkbox"/> Denied |
|                            | <b>City Council Meeting</b><br>Date: <u>9/27/2021</u><br><input type="checkbox"/> Approved as Submitted<br><input type="checkbox"/> Approved w/ Conditions<br><input type="checkbox"/> Tabled<br><input type="checkbox"/> Denied  |
|                            | P&Z Admin.: _____ Date: _____<br>Clerk of Council: _____ Date: _____                                                                                                                                                              |

# SKILKEN | GOLD

Real Estate Development

Received

OCT 21 2021

Reynoldsburg Building Division

RE: Narrative for Planning Commission Submittal for Rezoning a portion of Parcel ID # 013-027540  
Date: 10/21/2021

Planning Commission,

Skilken Gold Real Estate Development is in contract to purchase parcel ID# 013-027540 in Reynoldsburg, Ohio. The approximately 17-acre parcel is at the southeast corner of Main Street (State Route 40) and Taylor Road. Our plan is to develop and divide the property into 5 separate parcels. The parcels adjacent and south of Main Street are planned to be developed for uses that are as of right or will require a conditional use approval within the current Community Commercial zoning district. The south parcel, Parcel C will remain within the Innovation zoning district.

Our team is proposing a rezone from Innovation District to Community Commercial District for the front 4 parcels as indicated on the submitted site plan 1/1. Parcel A (Sheetz) will be submitted for Major Site Approval in 2021. Regarding Parcels B1, B2 and B3, the site plan submitted represents proposed uses.

Deed restrictions, covenants, cross access agreements, drainage agreements and maintenance will be formalized with all tenants. Sheetz has defined restrictive covenants in their lease.

**Construction Schedule:** Start May 2022 and Open November 2022 – Additional parcels B1, B2 and B3 Construction Start to be determined.

**Impact Studies:** Carpenter Marty Transportation has been contracted: 1. Develop a Memorandum of Understanding for the traffic impact study. 2. Perform Data Collection 3. Provide Analysis using HCS 7 software to perform capacity analysis. 3. Develop a report 4. Report Analysis and report revisions.

**Utilities:** Water and sanitary have been identified to service the area via a will serve letter provided by the city. Capacity analysis will be addressed as each site is developed, with the Facilities Demand Worksheet required at each Major Site Plan submittal. Storm water management will be addressed by each lot with detention and water quality to meet City requirements. Adequate outlet exists for the rezoning area in similar scenario as the current existing conditions reflect, with release to a 15" storm line in the Taylor Road right-of-way at the SW corner of the rezoning area. Individual lots may use a combination of underground and above ground detention basins. Sheetz Facility Demand Worksheet is provided with this submittal and will be included with the Major Site Plan application.

Thank you for your consideration.

Cordially,

Eric M. Elizondo, AIA, NCARB, LEED AP BD+C  
SVP of Operations

4270 Morse Road Columbus, Ohio 43230 614.418.3100

[www.skilkengold.com](http://www.skilkengold.com)

Attachment: Rezoning Main and Taylor Development Letter (Rezoning of 8555 East Main Street)





Engineers, Surveyors, Planners, Scientists

June 15, 2021

Mr. Danny Vazquez  
Civil Engineer Intern  
The Mannik & Smith Group, Inc.  
1600 Dublin Road, Suite 100  
Columbus, Ohio 43215

Subject: Reynoldsburg Utility Availability for Southeast Corner of E. Main St. and Taylor Rd.

Dear Mr. Vazquez,

On behalf of the City of Reynoldsburg, I am providing a response to your request for a sewer and water availability letter for the parcel located on the southeast corner of the East Main Street and Taylor Road intersection. The City of Reynoldsburg owns and maintains 12-in diameter water main (record plan P00825) along the south side of East Main Street, a 16-in diameter water main (record plan P01038) along the west side of Taylor Road, and an 18-in diameter sanitary sewer (record plan P01822) located along the west side of Taylor Road.

Connections to either the public sewer or water main are subject to the review and approval of plans and capacity calculations by the City of Reynoldsburg. Additionally, sanitary sewer plans must be approved by City of Columbus because they are the wastewater treatment provider for the City of Reynoldsburg. All associated fees and permits must be acquired prior to tapping public utilities.

Should you have any questions or require additional information, please contact me at 614-775-4555.

Sincerely,

A handwritten signature in blue ink that reads "Ryan M. Andrews".

Ryan M. Andrews, PE  
Reynoldsburg Consulting City Engineer

Enclosures: Record Plan P00825, P01038, and P01822

Copies: Mr. William Dorman, Director of Public Service  
Mr. Paul Hellman, Water and Wastewater Superintendent



### 3. Facilities Demand Worksheet Sheetz

(To be completed for Major Site Plan, Zoning District Change, and Plot, Grade, & Utility Plan Applications.)

1. Water:

- a. What will the total demand for water be in gallons per day (gpd) for this proposed site improvement? 1,650 gpd
- b. How much pressure is required? 45 psi

*Coordinate with the City Engineer to determine if a Water Usage/Flow Study is required (614.322.6810).*

2. Sanitary Sewer:

- a. What will the total anticipated flow in gallons per day for this proposed site improvement?
- 2,500 gpd

*Coordinate with the City Engineer to determine if a Utility Study is required (614.322.6810).*

3. Traffic:

a. Definitions:

- i. Traffic Access Study: This type of study is to be used for small scale projects generating 50- 200 trip ends during the peak hour of the adjacent street or during the peak hour of the generator, whichever is higher. These studies are applicable to projects that do not have a significant impact on the overall transportation system, but will have impacts on site access points. Analysis is typically limited to review of access point location, type, and size. Analysis of turn lane requirements on the public road at the proposed access point may also be reviewed.
- ii. Traffic Impact Study: An impact study is to be completed for uses that generate more than 200 trip ends during the peak hour of the adjacent street or during the peak hour of the generator, whichever is higher. This type of evaluation usually includes all access points and nearby intersections. The scope of the Traffic Impact Study is to be determined by affected agencies and the Applicant.
- iii. Regional Traffic Analysis: This type of analysis is suited for large scale or groups of smaller projects that impact a large geographical area significant enough in the judgment of City to require an evaluation of impacts on a Comprehensive or Thoroughfare Plan Scale. Road segments, intersections, and perhaps alternative road networks shall be analyzed and long term needs identified. The scope is to be determined by affected agencies and the Applicant.

- b. What are the anticipated Average Daily Traffic (ADT), Generator Peak Traffic, Adjacent Street Peak Traffic volumes, generated by the site improvement and what are the Peak Hours of operation (using ITE Trip Generation Manual).

2,766 ADT

| Generator Peak | Adjacent Street Peak | Peak Hour    |
|----------------|----------------------|--------------|
| <u>256</u> AM  | <u>336</u> AM        | 7:00-8:00 AM |
| <u>244</u> PM  | <u>276</u> PM        | 4:00-5:00 PM |

- c. USE FOR ZONING DISTRICT CHANGES: Is a zoning district being requested for uses that can generate 200 or more peak hour trip ends that the current zoning does not anticipate?

\_\_\_\_\_ Yes, Traffic Impact Study or Regional Traffic analysis is required.

\_\_\_\_\_ No, Traffic Access Study Required.

- d. USE FOR MAJOR SITE PLANS: Check the following as applicable to the site development:

\_\_\_\_\_ There are 200 or more Peak Hour trips anticipated.  
(Traffic Impact Study or Regional Traffic Study is required.)

\_\_\_\_\_ There are between 50-200 Peak Hour trips anticipated.  
(Traffic Access Study is required.)

\_\_\_\_\_ There are less than 50 Peak Hour trips anticipated. (No additional requirements.)

- e. The information presented in this section is to assist the applicant with the requirements for traffic analysis within the City of Reynoldsburg. The City reserves the right to change these requirements if special conditions exist. If a Traffic Impact Statement or Regional Traffic Analysis is required, the applicant and the City Engineer must schedule a scope verification meeting with the City and any other local, state, or federal agencies affected by the proposed site improvements.

I certify that the information provided with this application is correct and accurate to the best of my knowledge, in filing this application with the City of Reynoldsburg.

Erin M. Eligante  
Applicant's Signature

7/15/21  
Date

Attachment: Rezoning Main and Taylor Development Letter (Rezoning of 8555 East Main Street)

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

## **ORDINANCE REQUEST**

---

**DATE:**            **November 8, 2021**

**TO:**             **Public Service and Transportation Committee**

**RE:**             **Franklin County Health Department Contract**

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Approval:

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

This legislation is a housekeeping item to renew the contract with the Franklin County Health Department for services to the City of Reynoldsburg. The contract costs a per capita rate of \$9.32, not to exceed \$350,898.00.

**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, 2022 to December 31, 2022.

The agreement and all associated exhibits are attached as Exhibit "A" and shall be incorporated by reference herein.

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

SECTION 2. That the cost of services is based upon per capita rate of \$9.32 not to exceed \$350,898.00.

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 2022 Public Health Services under the approval of Resolution No. 21-138, dated September 22, 2021.

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

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

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

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

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

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

### **SECTION 1 – SERVICES**

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

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

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

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

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

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

## **SECTION 2 – TERM**

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

## **SECTION 3 – COMMUNICATION**

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

## **SECTION 4 – PUBLIC HEALTH PAYMENT, FEES & CHARGES**

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

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



Settlement Officer of the Franklin County Auditor. The sum for 2022 shall not exceed \$350,898.00, notwithstanding any fee established pursuant to the sections set forth below.

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

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

#### **SECTION 5 - PLUMBING INSPECTION SERVICES AND FEES**

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

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

#### **SECTION 6 – APPROVAL**

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

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



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

DISTRICT ADVISORY COUNCIL OF THE  
FRANKLIN COUNTY GENERAL HEALTH DISTRICT

\_\_\_\_\_  
Chairperson Date

FRANKLIN COUNTY PUBLIC HEALTH

\_\_\_\_\_  
Joe Mazzola, MPA Date  
Health Commissioner

THE CITY OF REYNOLDSBURG, OHIO

\_\_\_\_\_  
Joe Begeny, Mayor Date

APPROVED AS TO FORM:

G. Gary Tyack  
Prosecuting Attorney  
Franklin County, Ohio

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

\_\_\_\_\_  
City Attorney Date  
City of 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 2022 as set forth below ("Services").

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

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

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

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

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

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

**Mayor's Office**  
**Jennifer Clemens**  
**7232 E. Main Street**  
**Reynoldsburg OHIO 43068**  
**Phone**

## **ORDINANCE REQUEST**

---

**DATE:**           **November 8, 2021**

**TO:**             **Finance and Administration Committee**

**RE:**             **Media promotions Agreement for 2022 Tomato Festival**

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Approval:

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

Emergency/Suspension:      Emergency

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

An Ordinance Authorizing the Mayor to Enter into an Agreement with Media Promotion Enterprises (MPE) for the 2022 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 2022 Tomato Festival

\$106,000 will be budgeted to account number 110.344.5339 (Misc. Contract Services) in the 2022 Budget

\$30,000 we be deposited out the remaining funds of the 2021 Budget from account number 110.344.5339 (Misc.Contract Services)

Statement of necessity for Emergency passage: Three reads and then emergency approval to allow for negotiations prior to the end of this year.

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT**

**Mayor's Office**  
**Jennifer Clemens**  
**7232 E. Main Street**  
**Reynoldsburg OHIO 43068**  
**Phone**

**WITH MEDIA PROMOTION ENTERPRISES (MPE) FOR THE 2022 TOMATO  
FESTIVAL, AND DECLARING AN EMERGENCY**

WHEREAS, the City of Reynoldsburg, in preparation of the 2022 Tomato Festival needs to secure entertainment contracts well advance of the event; and

WHEREAS, the City has successfully used Media Promotion Enterprises (MPE) as the contractor that negotiates and handles the various agreements with performing artists; and

WHEREAS, the Mayor is authorized to begin the process to secure entertainment for the 2022 Tomato 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 \$106,000.00 will be budgeted to account #110.344.5339 Miscellaneous Contract Service in the 2022 Budget with \$30,000.00 being deposited out of the remaining funds from the 2021 Budget from account #110.344.5339 Miscellaneous Contract Services.

SECTION 3. That this Ordinance is deemed to be an emergency measure for the financial needs of the city in order to schedule and secure talent between now and the end of the year. Therefore upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.



# MEDIA PROMOTION ENTERPRISES

## TALENT AND PRODUCTION CONTRACT

This agreement, and the attached addenda herein, duly executed this 18 October 2021, 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:** T.B.A.

**Dates:** T.B.A. - August 2022

**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 2022 festival.
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-ContractTomatoFestival2022Ver1 (2022 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 10-14, 2022 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 equipment arrives until it has been loaded back into ARTIST'S or Contractor's trucks. PURCHASER shall fence in backstage area securely. PURCHASER shall provide security to fulfill the obligations of MPE's contract with ARTIST. 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.

*Professional Entertainment*

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

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



# 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.

## Payment Terms

Purchaser and Producer agree not to exceed \$136,000.00 to be paid as follows:

- 1) A \$10,000.00 deposit has been credited from 2021.
- 2) The remainder of the 50% deposit in the amount of \$58,000 payable to MPE Entertainment by certified funds will be due within 15 days of issuance with the returned signed contract.
- 3) The remaining balance payable to MPE Entertainment will be due on or before August 11, 2022.

**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

Attachment: MPE-ContractTomatoFestival2022Ver1 (2022 Tomato Festival Contract-Media)

**Street/Stormwater Department****Keith Kundtz****614-322-5800 Phone****ORDINANCE REQUEST**


---

**DATE:** November 8, 2021

**TO:** Public Service and Transportation Committee

**RE:** 2022 Stormwater Fees

---

Approval:

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

The City of Columbus is raising stormwater rates effective January 1, 2022 by 3%. The City of Reynoldsburg is adding an additional 1% to that increase for a total of 4%. The total cost to most residential households will be \$.24 per month.

**AN ORDINANCE TO AMEND CHAPTER 958 STORMWATER CHARGES, SECTION 958.06 EQUIVALENT RESIDENTIAL UNIT (ERU) OF THE OHIO CODIFIED ORDINANCES FOR THE CITY OF REYNOLDSBURG**

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

SECTION 1. That Section 958.06 Equivalent Residential Unit Assignment (ERU) of Chapter 958 Stormwater Charges be and is hereby amended in the following manner:

**958.06 EQUIVALENT RESIDENTIAL UNIT ASSIGNMENT.**

For the purpose stated in this chapter there is hereby charged to each Utility user and property, lot, parcel of land, building or premises (collectively, "properties") situated within the corporate limits of the City, that is tributary directly or indirectly to the stormwater system, Utility Service Charges determined as provided in this section.

All properties having impervious area within the City shall be assigned an ERU, or a multiple

## **Street/Stormwater Department**

**Keith Kundtz**

**614-322-5800 Phone**

thereof, which will be at a minimum one ERU.

All improved single-family residential properties are assigned one ERU. A flat rate will apply to all single-family residential properties. All improved single-family residential properties are determined to include impervious area typical of a single-family residence.

All properties having an impervious area which are not improved single-family residential properties are to be assigned by the City Engineer an ERU multiple based upon the properties' estimated impervious area (in square feet) divided by 2,530 square feet (one ERU). This division will be calculated to the second decimal place and rounded according to mathematical convention to the nearest whole ERU.

The Utility Service Charge is ~~\$6.00~~ **\$6.24** per month per ERU, which shall be effective from and after ~~January 1, 2020~~ **January 1, 2022**

SECTION 2. That existing Section 958.06 of Chapter 958 be and is hereby amended.

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

## **Development Department**

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

### **ORDINANCE REQUEST**

---

**DATE:**           **November 8, 2021**

**TO:**               **Finance and Administration Committee**

**RE:**               Minority-Women Owned Business Grant (MWOB) is designed to assist new businesses or expanding businesses within Reynoldsburg. The hope is to diversify and improve our commercial offerings for the betterment of Reynoldsburg as a whole. The program will be created in 2021 in the spirit and intent of uplifting our minority owned, female, and veteran led businesses.

---

Approval:

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

**AN ORDINANCE AUTHORIZING THE MAYOR TO ESTABLISH A PROCESS AND ELIGIBILITY REQUIREMENTS FOR A GRANT PROGRAM DIRECTED TOWARD FEMALE, MINORITY, AND VETERAN OWNED NEW BUSINESSES IN THE CITY OF REYNOLDSBURG AND APPROPRIATING FUNDS**

WHEREAS, the City of Reynoldsburg strives to make a more inclusive and diverse community; and

WHEREAS, the City recognizes and appreciates our local heritage and understands the need to preserve and enhance its character and style; and

WHEREAS, the City wants to grow and expand new and existing businesses within Reynoldsburg; and

## **Development Department**

**Andrew Bowsher**

**7232 E. Main Street**

**Reynoldsburg OHIO 43068**

**614-322-6831 Phone**

WHEREAS, Reynoldsburg understands the financial obstacles placed on minority, female, and veteran owned businesses when first starting their new business; and

WHEREAS, it is the City's intent to provide grant opportunities to lift up our community to build a more diverse Reynoldsburg.

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

SECTION 1. That the Mayor is directed to establish a grant program and set necessary criteria to provide assistance to female, minority, and veteran owned businesses that establish new businesses within the City of Reynoldsburg.

SECTION 2. That the amount of \$100,000.00 shall be appropriated to account number 206.000.5529 Miscellaneous Distributions from the America Rescue Plan Act Fund (206) to finance the Reynoldsburg Female, Minority, Veteran New Business Grant Program.

SECTION 3. This Ordinance is hereby adopted by Council and shall be in effect thirty days following the signature by the Mayor.



### Minority and Women Owned Business (MWOB) Grant

Minority-Women Owned Business Grant (MWOB) is designed to assist new business or expanding businesses within Reynoldsburg. The hope is to diversify, and improve our commercial offerings for the betterment of Reynoldsburg as a whole. The program was created in 2021 in the spirit, and intent of the lifting our minority owned, or female led businesses.

**Program Description:** Grant money is provided as a reimbursement and matched at \$.50 per \$1.00 of private investment up to a maximum of \$10,000 for eligible businesses. The total reimbursement amount will be based on submitted quote(s) contained within and set as part of the approved grant application.

**Eligible Geography:** All Commercial Business areas, as outlined in the Reynoldsburg Zoning Code.

**Eligible Participants:** Owners of for-profit businesses, non-profit or not-for-profit activities within the City may apply for an MWOB grant. Ineligible businesses include national chains, check cashing, sexually oriented businesses, governmental or quasi-governmental agencies and other businesses determined by the City to be contrary to the goals and objectives of community plans. Eligibility of non-profit, not-for-profit organizations shall be determined by proof of 501(c) status. Portions of buildings occupied by ineligible businesses may make the building ineligible for program funds. Eligibility of participants is at the sole discretion of the City.

Applicants requesting funding through the program must be current in their real estate property taxes and must be in good standing with all local, regional, state and federal taxing authorities. All properties participating in the program shall be in compliance with all applicable zoning, building and property maintenance standards.

**Eligible Projects:** Eligible projects are generally categorized into three types based on the nature of the proposed improvements. The following categories list examples of eligible improvements but do not represent an all-inclusive list. The Development Department is responsible for determining the eligibility of proposed improvements and said eligibility will remain at the sole discretion of the City. The City retains the right to approve an entire request, to approve portions of a request, suggest and/or ask for changes/additions to a request before approving or to deny any request or portion thereof. Building permit fees and professional design fees may be eligible for funding if associated with a project listed in the categories below.

1. Greenfield Development:
  - New construction for a new business.
2. Redevelopment/Expansion:
  - Redevelopment, Renovations, or expansion of an existing structure within the City.
3. Infill Development:
  - New Construction within a defined area of development within the City boundaries.



**Funding:** Project funds are provided as a reimbursement and matched for qualifying projects at a rate of \$0.50 per \$1.00. The maximum award per business shall not exceed \$10,000. This is a one-time grant opportunity, and once awarded, may not be eligible for re-application. The City determines the total reimbursement award based on the submitted quote(s) contained within the approved grant eligibility application. Costs exceeding the originally estimated amount may not be eligible for reimbursement.

**Dispersal of Funds:** Dispersed funds are to reimburse applicants for incurred expenses associated with approved project costs. Funds may be dispersed up to a maximum of two times during the duration of an approved project. Reimbursement requests will be processed upon the submission of proof of payment, photographs, inspection results and other needed documentation (as determined by staff) to verify the completion of the improvement.

Grant recipients are required to maintain records of expended funds and are to provide copies of all paid final invoices, paid receipts, inspection results and additional documentation demonstrating proper use of grant funds. Recipients not able to provide the necessary documentation/records will not be issued grant reimbursement funds.

This grant may be treated as income subject to Federal Income Tax. The City of Reynoldsburg is not liable for any tax implications resulting from the extension of this grant through the Minority-Women Owned Business Grant. See your tax advisor for clarification. The distribution of funds will be made in accordance with the guidelines stipulated by the administration of the City of Reynoldsburg.

**Conflict of Interest:** No official, employee or agent of the City shall have any personal interest, either direct or indirect, in the MWOB program, nor shall any such official, employee or agent participate in any decision relating to the MWOB program which affects his personal interests or the interests of any corporation, partnership or association in which he is, either directly or indirectly, interested. Additionally, work completed by applicants and/or property owners that hold ownership in any firm performing that work, or other instances in which the Development Department determines a conflict of interest is or may be present, shall be ineligible for MWOB funding.

**Project Monitoring:** Grant recipients must agree to allow any duly authorized representatives of the City of Reynoldsburg, at reasonable times and with twenty-four (24) hours prior notice, to have access to any portion of the project in which the City is involved and the period of such right to this access shall be until the City closes out the project.

#### **Grant Approval Process:**

**STEP 1 Pre-Application Meeting:** It is recommended that prospective applicants have a pre-submittal meeting with Development Department staff. Please contact the Development Department at 614-322-6807 to obtain an application.

**STEP 2 Eligibility Application:** This application is to determine if proposed projects are eligible for reimbursement and sets the maximum amount the City can reimburse. Eligibility is determined through project quotes, photos of the site's current conditions, and plans, drawings, and/or photos of what is proposed. Submittal requirements are set forth on the application form. Information the applicant provides will be used as the basis for evaluating the project. Applications will not be considered complete and eligible for participation in the program unless all items on the application are answered and all required attachments are included.

**STEP 3 Eligibility Approval Letter:** This letter is sent to applicants when an Eligibility Application has been approved listing the eligible projects and maximum eligible reimbursement. A Reimbursement Application is sent to the applicant with the Eligibility Approval Letter.

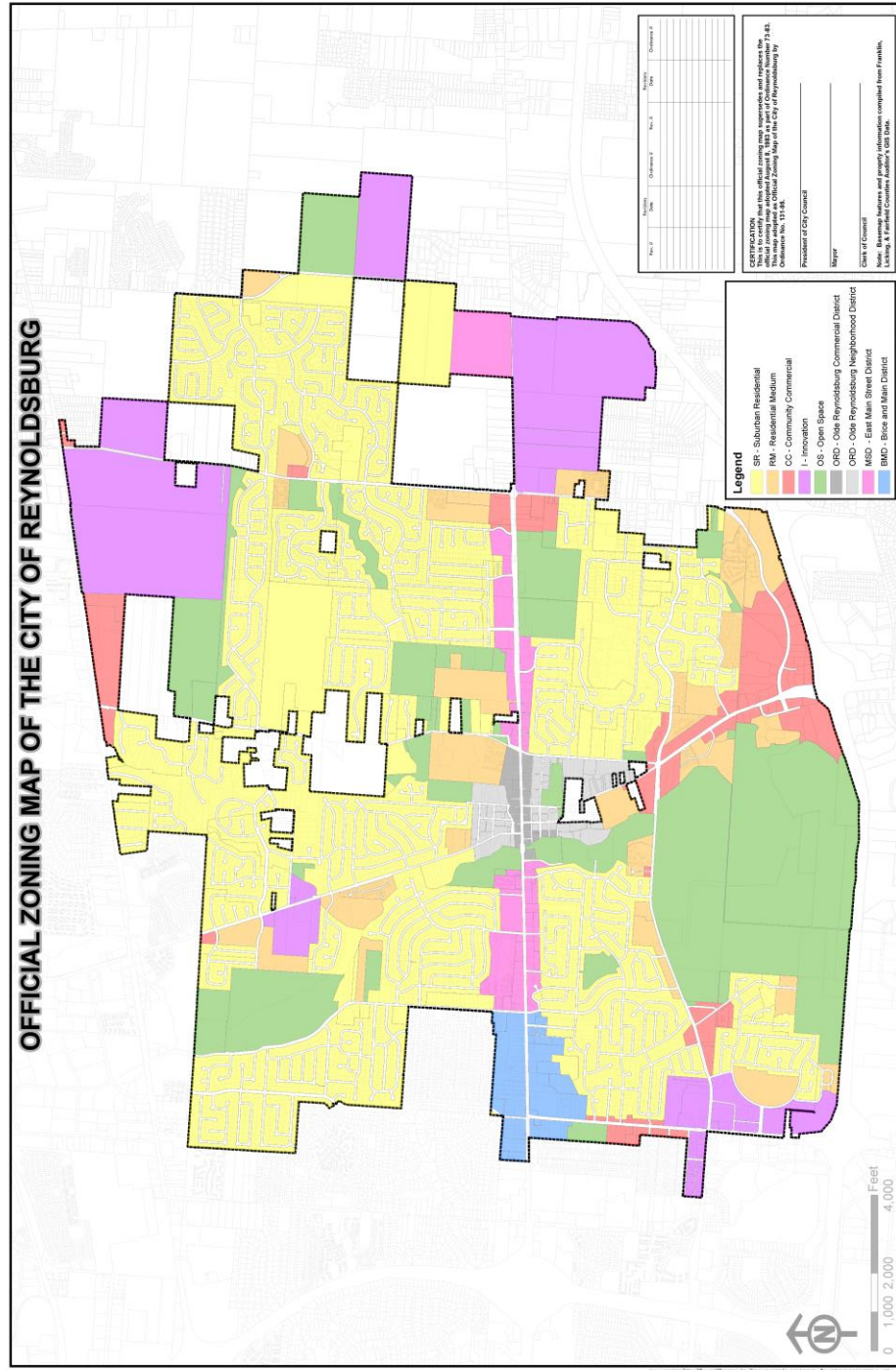
**STEP 4 Permits Obtained:** Participants in the grant program agree to obtain all necessary permits prior to the commencement of work and comply with all Reynoldsburg Ordinances.

**STEP 5 Work Completed:** All projects shall be completed and have received approval of all required inspections prior to submittal of the Reimbursement Application. Approved projects should be completed within 180 days from the date of the approved Eligibility Application unless a written extension is granted by the Development Department.

**STEP 6 Reimbursement Application:** This application is submitted after all work has been completed and received all necessary approvals {i.e. permits, inspections, approved plans, etc.}. The Reimbursement Application determines the amount of possible reimbursement based on payments {i.e. paid invoices, copies of checks, credit card statements, etc.} and photos of the completed projects. Applications will not be considered complete and eligible for reimbursement unless all items on the application are answered and all required attachments are included.

**STEP 7 Funds Released:** Funds are in the form of a check that can either be picked-up at City Hall or mailed.

Exhibit 1-A



## REIMBURSEMENT APPLICATION FORM

Please provide the requested information and submit it to:

DEVELOPMENT DEPARTMENT  
7232 E. MAIN STREET  
REYNOLDSBURG, OHIO 43068  
PHONE: 614-322-6807

### PROPERTY INFORMATION

PROJECT ADDRESS: \_\_\_\_\_  
STREET CITY STATE, ZIP

PARCEL ID NUMBER: 060- \_\_\_\_\_ ZONING ON PROPERTY: \_\_\_\_\_

PROPERTY LOCATION:

### REIMBURSEMENT TYPE

- ☐ **ENTIRE OR FINAL REIMBURSEMENT** – The entire project is complete and the applicant is seeking the entire reimbursement or their final reimbursement for the approved project/improvements.
- ☐ **PARTIAL OR FIRST REIMBURSEMENT** – The project/work has commenced and the applicant is seeking a partial reimbursement for the approved project/improvements.

**Note:** Dispersed funds are to reimburse applicants for incurred expenses associated with approved project costs. Funds may be dispersed up to a maximum of two times during the duration of an approved project. Reimbursement requests will be processed upon the submission of paid invoices, photographs, inspection results, and other needed documentation (as determined by staff) to verify the completion of the improvement(s).

### APPLICANT INFORMATION

**Instructions:** This section is to reflect and confirm the applicant information submitted on the Eligibility Application. If there is any disagreement between the information contained in this section and the original Eligibility Application, it will delay the reimbursement process and may require the submission of additional organizational documents. Reimbursement funds will be released in the name of the applicant as provided below.

|       |         |                  |
|-------|---------|------------------|
| Name  | Address | City, State, Zip |
| Phone | Fax     | Email            |

### ATTACHMENTS

**Instructions:** All three items below need to be checked for the application to be processed. If no permits were required for your project, you are responsible for obtaining the signature certifying that determination.

- ☐ **DETAILED RECEIPTS, PAID INVOICES, ETC. FOR COMPLETED IMPROVEMENTS-** The grant recipient shall submit copies of all payment for the completed work. Such documentation shall be in the form of paid receipts, paid invoices, cancelled checks, credit card statements, or by other means approved by the Development Department that demonstrate compliance with the WMV Grant Program rules and regulations. Provided documentation should be detailed to clearly demonstrate compliance with the grant program.
- ☐ **PHOTOGRAPH(S) OF COMPLETED IMPROVEMENTS-** Submit photos depicting the finished project improvements. Be sure to label each photo and indicate what improvements were completed in each.
- ☐ **PERMIT(S)** – Submit copies of zoning approvals and building permits obtained from the City for the proposed improvements contained in the eligibility application. Check box if not applicable (☐).

If not applicable, please have the Development Director sign below certifying that no permits were required for the completed improvements.

Building or Zoning Official (or designee)

Date

**PROPERTY OWNER ENDORSEMENT OF COMPLETED IMPROVEMENTS**

**Instructions:** This section is to be completed by the property owner. In doing so, the property owner (or their duly authorized agent as detailed in this section) hereby certifies that to the best of their knowledge, all improvements were installed in accordance with the codes and regulations of the City and were completed satisfactorily and are agreeable to and accept the improvements.

|           |         |                  |
|-----------|---------|------------------|
| Name      | Address | City, State, Zip |
| Phone     | Fax     | Email            |
| Signature |         | Date             |

**BUILDING DIVISION ENDORSEMENT OF COMPLETED IMPROVEMENTS**

**Instructions:** This section is to be completed by the Building Division. In doing so, it is certified that all necessary zoning approvals and building permits for the completed improvements as portrayed in this reimbursement application have been obtained. Additionally, it certifies that the applicant or his/her contractor(s) have satisfactorily completed all necessary building/zoning inspections.

|                                           |      |
|-------------------------------------------|------|
| Building or Zoning Official (or designee) | Date |
|-------------------------------------------|------|

**SUMMARY OF GRANT FUND EXPENDITURES**

| APPLICANT USE                    |             | OFFICE USE ONLY            |    |         |               |
|----------------------------------|-------------|----------------------------|----|---------|---------------|
| SUMMARY OF DETAILED EXPENDITURES | ACTUAL COST | ELIGIBLE FOR REIMBURSEMENT |    |         | ELIGIBLE COST |
|                                  |             | Yes                        | No | Partial |               |
|                                  |             |                            |    |         |               |
|                                  |             |                            |    |         |               |
|                                  |             |                            |    |         |               |
|                                  |             |                            |    |         |               |
|                                  |             |                            |    |         |               |
|                                  |             |                            |    |         |               |
|                                  |             |                            |    |         |               |
|                                  |             |                            |    |         |               |
|                                  |             |                            |    |         |               |
|                                  |             |                            |    |         |               |
| <b>TOTAL COST</b>                |             | <b>ELIGIBLE TOTAL</b>      |    |         |               |
|                                  |             | <b>REIMBURSEMENT TOTAL</b> |    |         |               |
|                                  |             | Reviewed By: _____         |    |         |               |
|                                  |             | Date Reviewed: _____       |    |         |               |
| Notes:                           |             |                            |    |         |               |

**DECLARATIONS AND ACKNOWLEDGEMENTS**

INITIAL BELOW:

\_\_\_\_\_ The applicant acknowledges that acceptance of grant funds may be considered income by the Federal Internal Revenue Service.

\_\_\_\_\_ The applicant agrees to complete any and all applicable tax forms as required by the Reynoldsburg Auditing Department.

\_\_\_\_\_ The applicant acknowledges that any misuse of grant funds or providing misleading information or making false representations to the City may jeopardize any pending reimbursement request(s) and may prohibit future participation in the grant program.

**APPLICANT SIGNATURE**

BY SIGNING BELOW, I CERTIFY THAT ALL INFORMATION CONTAINED HEREIN IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE, AND WORK WAS COMPLETED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE GRANT PROGRAM AND IN COMPLIANCE WITH APPLICABLE CITY CODES.

Signature

Date

**FOR OFFICE USE ONLY**

DATE RECEIVED:

DATE REVIEWED:

REVIEWED BY:

GRANT PROJECT STATUS: ☐ COMPLETED/CLOSED ☐ OPEN/PARTIAL

NOTES: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# Vendor / Grant Recipient Set-Up Form

|                                                                                                         |       |          |                                                 |
|---------------------------------------------------------------------------------------------------------|-------|----------|-------------------------------------------------|
| Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. |       |          |                                                 |
| Business name/disregarded entity name, if different from above                                          |       |          |                                                 |
| Payment mailing address (number, street, and apt. or suite no.)                                         |       |          | Contact name (if different from the name above) |
| Payment mailing address line 2 (department or attention)                                                |       |          | Contact phone number                            |
| City                                                                                                    | State | ZIP code | Contact e-mail                                  |
| Website                                                                                                 |       |          |                                                 |

|                                                                                                                                                                                                                                                                                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Indicate reason for completing this form:</p> <p><input type="checkbox"/> Grant Recipient</p> <p><input type="checkbox"/> Real Estate Transaction (indicate address of property below)</p> <p><input type="checkbox"/> Vendor or Contractor (indicate product or service below)</p> |
| Product, service or address of property                                                                                                                                                                                                                                                |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Check appropriate box for federal tax classification of the person whose name is entered in the first box of this form. Check only one of the following boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC owned by an individual.<br/>If you checked this box, you <b>must</b> use your social security number in Taxpayer Identification Number box below.<br/>If you are providing a service (as opposed to selling a product, selling real estate or receiving a grant), you must complete an <i>OPERS Independent Contractor/Worker Acknowledgment</i> form.</p> <p><input type="checkbox"/> C Corporation (or single-member LLC owned by a C corporation)</p> <p><input type="checkbox"/> S Corporation (or single-member LLC owned by an S corporation)</p> <p><input type="checkbox"/> Partnership (or single-member LLC owned by a partnership)</p> <p><input type="checkbox"/> Trust/estate (or single-member LLC owned by a trust/estate)</p> <p><input type="checkbox"/> Limited liability company that files a federal return separate from the returns of its owner(s).<br/>Indicate your federal tax classification: ____ C Corporation ____ S Corporation ____ Partnership</p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                                                                                                                                                        |                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| <p><b>Taxpayer Identification Number</b></p> <p><small>The IRS requires single-member LLCs owned by individuals to use the owner's social security number.</small></p> | <p>Social security number or EIN</p> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| <p><b>Tax Information Certifications Required to Avoid Backup Withholding</b></p> <p><b>Under penalties of perjury, I certify that:</b></p> <ol style="list-style-type: none"> <li>The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and</li> <li>I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and</li> <li>I am a U.S. citizen or other U.S. person (defined in the instructions for federal Form W-9).</li> </ol> <p><b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.</p> |                                                                                  |
| <p><b>Sign Here</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <p>Signature of U.S. person certifying the tax information above</p> <p>Date</p> |





# MINORITY-FEMALE-VETERAN GRANT PROGRAM

## Eligibility Application Form

Please provide the requested information and submit it to: DEVELOPMENT DEPARTMENT  
7232 EAST MAIN ST  
REYNOLDSBURG, OH 43068  
PHONE: 614-322-6807

### PROPERTY INFORMATION

PROJECT ADDRESS: \_\_\_\_\_  
STREET CITY STATE, ZIP

PARCEL ID NUMBER: 060- \_\_\_\_\_ PROPERTY ZONING: \_\_\_\_\_

### FILING INFORMATION (PLEASE READ CAREFULLY)

- Are you seeking a grant as a property owner \_\_\_\_\_ OR as a business owner \_\_\_\_\_? (ONLY CHECK ONE)
  - If you are submitting as a business owner (or tenant) you are required to submit an owner consent form.
- Are you seeking a grant as a person/sole proprietor \_\_\_\_\_ OR as a non-person/entity (e.g. LLC.) \_\_\_\_\_? (CHECK ONE)
  - If you are submitting as a non-person/entity (e.g. Limited Liability Company, Partnership, etc.) you are required to submit organizational documents.

**Note:** Please be advised that how you answer the questions above will determine how the grant is processed and how funds are dispersed. Additionally, the answers above may create or carry certain tax implications, as grant funds are treated as income subject to Federal Income Tax.

### APPLICANT INFORMATION

**Instructions:** This section should reflect how you answered the questions above. If you answered as a "property owner" this section should reflect the property ownership information as contained on the Franklin County Auditor's website. Similarly if you answered as a "business owner" this section should reflect the business ownership as filed with the Ohio Secretary of State.

| Name  | Address | City, State, Zip |
|-------|---------|------------------|
| Phone | Fax     | Email            |

If applying as a **non-person/entity** please provide how ownership is organized (e.g. LLC, Trust, etc.): \_\_\_\_\_  
Additionally, please provide the requested information for all individuals holding 10% or more of the ownership in the space below.

| FULL NAME | DATE OF BIRTH | PERMANENT ADDRESS | TELEPHONE | % OWNERSHIP |
|-----------|---------------|-------------------|-----------|-------------|
|           |               |                   |           |             |
|           |               |                   |           |             |

### BUSINESS OCCUPANCY INFORMATION

**Instructions:** List all businesses operating from the project address and the "type" of business. Please note that Business Type refers to the primary service or product offered to the market (e.g. florist, barber, etc.). Eligible Business refers to for-profit businesses (excluding national chains and sexual oriented businesses) as well as non-profit and not-for-profit organizations holding valid 501(c) status with the IRS.

| BUSINESS NAME | BUSINESS TYPE | IS BUSINESS ELIGIBLE (Y/N) |
|---------------|---------------|----------------------------|
|               |               |                            |
|               |               |                            |

AT LEAST 50% OF THE BUILDING FLOOR AREA IS USED TO CONDUCT BUSINESS or NON-PROFIT ACTIVITIES? ☐ YES ☐ NO

|                                  |         |                           |
|----------------------------------|---------|---------------------------|
| Name                             | Title   | Relationship to Applicant |
| Name of Business (if applicable) | Address | City, State, Zip          |
| Phone                            | Fax     | Email                     |

**Note:** Please be advised that serving as the primary point of contact infers that you have the proper authorizations to speak, represent and make commitments on behalf of the applicant(s). All communication regarding the grant request will be routed through the primary contact under the assumption that any pertinent information is also being routed to the property owner(s) and/or business owner(s). The City does not take any responsibility for the lack of communication between the primary contact and any related private parties.

### PROJECT INFORMATION

ANTICIPATED PROJECT START DATE: \_\_\_\_\_

ANTICIPATED PROJECT COMPLETION DATE: \_\_\_\_\_

**Note:** Approved projects are required to be completed within 180 days from the date of the awarded grant unless a written extension is granted by City staff. Additionally, all building permits and zoning approvals are to be obtained prior to the commencement of work. **Properties shall have resolved all property maintenance issues with the Building Division prior to issuance of grant funds.**

### ATTACHMENTS (READ CAREFULLY- ALL ITEMS MUST BE COMPLETED, CHECKED AND MUST BE ATTACHED)

**Instructions:** All items below need to be checked for the application to be processed. Submitting partial or incomplete information will delay the project's eligibility determination.

- ☐ **PRELIMINARY SITE MEETING-** An onsite meeting with Development Department staff to discuss what the work will entail.
  - ☐ **NARRATIVE PROJECT DESCRIPTION-** A typed statement of what the project will involve. Provide as much detail as possible, including what you are changing or replacing, type of new materials to be used, color, location, etc.
  - ☐ **PHOTOGRAPH(S) OF EXISTING CONDITIONS-** Submit photos depicting the current condition. Be sure to label each photo and indicate what improvements you are proposing to make in each.
  - ☐ **DETAILED COST ESTIMATES/BIDS FOR PROPOSED IMPROVEMENTS-** Submit bids for all work to be performed. Indicate what contractors you are proposing to use on the project. Bids should provide enough detail to make the proposed scope of work clear (quantity, cost and type of work).
  - ☐ **DRAWINGS OF PROPOSED IMPROVEMENTS-** Submit plans, sketches and/or renderings of proposed improvements. For smaller projects this may not be required. **Check box if not applicable (☐).**
  - ☐ **DETAILS AND CUT-SHEETS OF PROPOSED IMPROVEMENTS-** Submit all product details, manufacturer's information, sample sheets showing colors, size, type of materials and finishes, technical data, etc. If a sign is proposed, graphically indicate sign lettering style, letter and sign dimensions.
  - ☐ **ORGANIZATIONAL DOCUMENTS-** Submission of organizational documents are required if the applicant is not applying as an individual or sole proprietor. **Check box if applicant is applying as individual or sole proprietor (☐).**
  - ☐ **OWNER CONSENT FORM-** Required if applicant is not the owner of the project real estate. If applying as a tenant and/or business owner, an owner consent form must be submitted. **Check box if property owner is applicant (☐).**
- (1) proposed improvement will substantially enhance the vitality and appearance of Reynoldsburg;
  - (2) proposed improvement will result in creation of jobs;
  - (3) proposed improvement will result in the leveraging of additional economic investment and/or activity;
  - (4) proposed improvement will result in the utilization of sustainable building and site design concepts;
  - (5) proposed improvement will result in the attainment of a needed service or goal as set forth in the Comprehensive Plan;
  - (6) proposed improvement will result in the attainment of more minority/female/veteran owned businesses.
  - (7) proposed improvement will result in the maintenance and enhancement of exterior structures and their interior facilities; and
  - (8) proposed improvement will result in the update of building and facilities to meet current code requirements to better serve and protect the health, life and safety of their occupants.
  - (9) proposed improvement will result in substantially improved accessibility and compliance with current ADA standards.

## SUMMARY OF ESTIMATED COSTS AND GRANT AWARD

| APPLICANT USE                   |                | OFFICE USE ONLY     |    |         |               |
|---------------------------------|----------------|---------------------|----|---------|---------------|
| SUMMARY OF QUOTED/PROPOSED WORK | ESTIMATED COST | ELIGIBILITY         |    |         | ELIGIBLE COST |
|                                 |                | Yes                 | No | Partial |               |
|                                 |                |                     |    |         |               |
|                                 |                |                     |    |         |               |
|                                 |                |                     |    |         |               |
|                                 |                |                     |    |         |               |
|                                 |                |                     |    |         |               |
|                                 |                |                     |    |         |               |
|                                 |                |                     |    |         |               |
|                                 |                |                     |    |         |               |
|                                 |                |                     |    |         |               |
|                                 |                |                     |    |         |               |
|                                 |                |                     |    |         |               |
| TOTAL PROJECT COST              |                | TOTAL ELIGIBLE COST |    |         |               |
|                                 |                | EST. GRANT AWARD    |    |         |               |
| Review Notes:                   |                |                     |    |         |               |

Attachment: MFV Grant Application (135-2021 : Minority-Female-Veteran Business Owned Grants)

| FOR OFFICE USE ONLY                                                                                                                            |                              |
|------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| DATE RECEIVED:                                                                                                                                 | DATE OF FINAL DETERMINATION: |
| DETERMINATION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> APPROVAL FOLLOWING CONDITIONS: _____ |                              |
| --                                                                                                                                             |                              |
| --                                                                                                                                             |                              |
| --                                                                                                                                             |                              |

**DECLARATIONS**

INITIAL BELOW:

- \_\_\_\_\_ The applicant agrees to abide by all rules, regulations and provisions of the Minority-Female-Veteran Grant Program.
- \_\_\_\_\_ The applicant agrees to complete all improvements within the program specified 180 days from the approval date of the Eligibility Application unless otherwise granted an extension by the Development Department.
- \_\_\_\_\_ The applicant agrees to construct and complete improvements in accordance with all applicable codes and requirements of the City.
- \_\_\_\_\_ The applicant agrees to obtain all necessary building permits and zoning approvals from the Building Division prior to starting work or seeking reimbursement funds.

**ACKNOWLEDGEMENTS**

INITIAL BELOW:

- \_\_\_\_\_ The Applicant agrees that in the event of his/her/their breach of any condition or provision or whatever deemed to be in the interest of the City, the development department has the right to terminate the grant request.
- \_\_\_\_\_ The Applicant understands that this is a voluntary program. The applicant also understands the City has the right and sole discretion to determine project eligibility, grant approval or deny any portion thereof.
- \_\_\_\_\_ The Applicant agrees to allow any duly authorized representative of the City, at reasonable times and with twenty- four (24) hours prior notice, to have access to any portion of the project in which the City is involved and the period of such right to this access shall be until the City closes out the project.
- \_\_\_\_\_ The Applicant understands that he/she must submit detailed documentation that demonstrates beyond a reasonable doubt that all improvements have been completed and all costs/bills/invoices have been paid. Proof of payment may include but is not limited to canceled checks, paid billing invoices, paid receipts, and original contractor's lien waiver(s).
- \_\_\_\_\_ The Applicant authorizes the City to use his/her/it's name, likeness, photos and/or information about the project participating in the Program for promotional purposes.

**APPLICANT SIGNATURE**

I UNDERSTAND THAT MY SUBMISSION OF AN APPLICATION DOES NOT CONSTITUTE A GUARANTEE FOR FUNDING UNDER THE OLDE REYNOLDSBURG REVITALIZATION GRANT PROGRAM. I CERTIFY THAT ALL INFORMATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE, AND IF APPROVED, WORK WILL BE COMPLETED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE GRANT PROGRAM.

BY SIGNING BELOW, THE APPLICANT ACKNOWLEDGES THAT HE/SHE HAS RECEIVED AND READ THE PROGRAM GUIDELINES FOR THE OLDE REYNOLDSBURG REVITALIZATION GRANT PROGRAM. ALSO, THE APPLICANT ACKNOWLEDGES THAT HE/SHE IS THE PROPERTY OWNER OR IS DULY AUTHORIZED TO ACT ON BEHALF OF THE COMPANY AND/OR EACH PRINCIPAL OF THE COMPANY AND THAT THE COMPANY IS PROPERLY ORGANIZED AND LICENSED TO CONDUCT BUSINESS IN THE STATE OF OHIO.

Applicant/Owner Signature \_\_\_\_\_

Date \_\_\_\_\_

STATE OF OHIO, COUNTY OF FRANKLIN} SS

The above individual(s), being first duly sworn, deposes on oath and says that he/she has read the foregoing Affidavit subscribed by him/her, knows the contents thereof, and that the statements therein are true.

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Official Seal and Signature of Notary Public

Attachment: MFV Grant Application (135-2021 : Minority-Female-Veteran Business Owned Grants)



## Minority-Female-Veteran Grant Program

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### OWNER CONSENT FORM

Please provide the requested information and submit it to: DEVELOPMENT DEPARTMENT  
7232 EAST MAIN ST  
REYNOLDSBURG, OH 43068

The undersigned owner of the existing building located at:

\_\_\_\_\_ (address), certifies  
that \_\_\_\_\_ (Applicant) operates  
or intends to operate a business at the above location. The undersigned agrees to permit the Applicant and his/  
her contractors or agents to implement the improvements listed on the Minority, Female & Veteran Grant Program  
Application ("the Application") dated \_\_\_\_\_

The undersigned hereby waives any claim against the City of Reynoldsburg ("the City") arising out of the use of said  
grant funds for the purposes set forth in the Application. The undersigned agrees to hold the City harmless for any  
changes, damages, claims or liens arising out of the Applicant's participation in the Minority, Female &  
Veteran Grant Program.

In witness whereof, the owner has hereunto set his/her hand and seal, or if a corporation, has caused this instrument to  
be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its  
Board of Directors, if a Partnership by its Partners, if a LLC or LLP, by its Members/Managers, etc. the day and year first  
above written.

\_\_\_\_\_  
(Company Name) **leave blank if Owner is an individual**

|             |             |
|-------------|-------------|
| By: _____   | By: _____   |
| _____ Name  | _____ Name  |
| _____ Title | _____ Title |

Ohio, County of Franklin

I, \_\_\_\_\_, a Notary Public, do hereby certify that

\_\_\_\_\_ personally appeared before me this day and Acknowledged the due  
execution of the foregoing instrument.

Witness my hand and official seal or stamp, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My commission expires

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


---

**DATE:** November 8, 2021

**TO:** Finance and Administration Committee

**RE:** Electrical Aggregation Contract

---

Approval:

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

A contract between the City and Volunteer Energy permitting them to handle the process of establishing an opt out electrical aggregation program for the residents.

**AN ORDINANCE AUTHORIZING LOCAL AGGREGATION OF RETAIL ELECTRIC LOADS IN ACCORDANCE WITH § 4928.20 OF THE OHIO REVISED CODE**

**WHEREAS**, the City of Reynoldsburg, pursuant to § 4928.20 of the Ohio Revised Code, is authorized to aggregate the eligible retail electric loads located within the municipal corporation and enter into service agreements for the sale and purchase of electricity for those loads; and

**WHEREAS**, R.C. § 4928.20 permits the City Council to exercise such authority on its own; and

**WHEREAS**, local aggregation provides an opportunity for eligible residential and small commercial consumers to participate collectively in the potential utility rate reduction benefits thereunder; and

**WHEREAS**, the City Council hereby finds that it is in the best interest of the City of Reynoldsburg and its residents to authorize local aggregation of eligible retail electric loads within the municipal corporation through an “opt out” aggregation model; and

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

**WHEREAS**, the City Council hereby finds that it is in the best interest of the City of Reynoldsburg and its residents to authorize the exercise of such authority; and

**WHEREAS**, in order for the City Council to exercise such authority through an “opt out” aggregation model, the question of aggregation was submitted to the residents and approved in 2003.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of Reynoldsburg, Ohio that:

Section 1: That City Council is hereby authorized to:

- A. Aggregate the eligible retail electric loads located within the City of Reynoldsburg in accordance with § 4928.20 of the Ohio Revised Code, and enter into service agreements for the sale and purchase of electricity for those loads;
- B. Exercise such authority as an automatic or “opt out” aggregation model; and

Section 2. This Ordinance is hereby adopted by Council and shall be in effect thirty days following the signature by the Mayor.



**ANNUAL AGGREGATOR REGISTRATION APPLICATION  
for Aggregator Services in Ohio Power Company d/b/a AEP Ohio**

14.c.a

The Applicant shall submit this completed and signed application by email or US Mail as follows:

AEP Ohio  
Attn: Ohio Choice Operations  
700 Morrison Road  
Gahanna, OH 43230  
ohiochoiceoperation@aep.com

Applicant must reapply yearly, upon expiration or termination of aggregation, or any material change to the application, including but not limited to a change to the CRES Provider under contract with the Governmental Aggregator.

If the aggregation for which you are applying is related to a Non-governmental Aggregation, please contact AEP Ohio Choice Operations at ohiochoiceoperation@aep.com before completing the application.

Aggregator Account Information List will be provided to the Primary Governmental Aggregation Contact designated below unless written notice is provided otherwise. Customers who have directly contacted AEP Ohio to "opt off" the customer information list will be designated on the Aggregator Account Information List. Lists are refreshed, upon request, no more often than 30 days of previously received list.

AEP Ohio's provision of customer information in response to applicant's request should not be interpreted as any endorsement or statement of legal position regarding Governmental Aggregator's authority to conduct aggregation of customers within incorporated areas under R.C. 4928.20 or in connection with the municipal corporations' Home Rule powers under Article 18 of the Ohio Constitution.

This is NOT an application to be a Power Broker, Billing Agent, Meter Service Provider, Meter Data Management Agent or Power Marketer.

**1. Applicant**

Governmental

Aggregation Name City of Reynoldsburg  
(Community/Municipality/Township)

Please list the specific City of Reynoldsburg  
Unincorporated and  
Incorporated areas that are  
a part of the aggregation area

Applicants will receive separate lists for each unincorporated and incorporated area with one aggregation code.

Applicant's PUCO Certification Application Case Number  
15-0375-EL-CRS

PUCO Certificate Number  
15-950E(3)

Type of Governmental  
Aggregation

☐ Opt IN

☒ Opt OUT

\* By rule Mercantile customers must opt in to a governmental aggregation.

**Primary Governmental Aggregation Contact (list sent to primary contact):**

First and Last Name Joe Begeny  
Title Mayor  
Address 7232 E Main St  
City, State, Zip Code Reynoldsburg, Ohio 43068  
E-mail Address jbegeny@ci.reynoldsburg.oh.us  
Telephone 614-322-6800

Attachment: Electrical Aggregation Registration Application (136-2021 : Electrical Aggregation Contract)

**ANNUAL AGGREGATOR REGISTRATION APPLICATION**  
for Aggregator Services in Ohio Power Company d/b/a AEP Ohio

**2. Broker/CRES Provider Serving Aggregation Group Primary Contact Information**

|                                 |                                             |
|---------------------------------|---------------------------------------------|
| Community/Municipality/Township | <u>Volunteer Energy Services Inc</u>        |
| CRES Provider Name              | <u>Volunteer Energy Services Inc</u>        |
| First and Last Name             | <u>Scott Raffeld</u>                        |
| Title                           | <u>Government Aggregation Administrator</u> |
| Address                         | <u>790 Windmiller Drive</u>                 |
| City, State, Zip Code           | <u>Pickerington, ohio 43147</u>             |
| E-mail Address                  | <u>sraffeld@volunteereenergy.com</u>        |
| Telephone                       | <u>614-729+-2355</u>                        |

\*\*If list is to be sent to someone other than the primary contact in Section 1, please provide name and email address here.

|                                      |
|--------------------------------------|
| <u>Scott Raffeld</u>                 |
| <u>sraffeld@volunteereenergy.com</u> |
| _____                                |

**3. Certification, Authorization, and Signature:**

Applicant certifies that the information herein is complete and accurate to the best of Applicant's knowledge, information and belief, and that the individual signing below is an authorized representative of the Applicant.

Legal Name of Applicant: Joe Begeny

Signature of Authorized Representative: \_\_\_\_\_

Name: (Please Print) \_\_\_\_\_

Title: Mayor, City of Reynoldsburg

Date: \_\_\_\_\_

**This authorization will expire one year from the date of execution.**

Note: The Applicant hereby releases AEP Ohio, its affiliates, its employees, officers and agents from any and all liability associated with the third party use and/or dissemination of account information or other data that AEP Ohio provides in accordance with this authorization.

For AEP Ohio Use Only  
Assigned GAG Code: \_\_\_\_\_

Attachment: Electrical Aggregation Registration Application (136-2021 : Electrical Aggregation Contract)

**MASTER AGREEMENT**

**TO PROVIDE ELECTRIC GENERATION SUPPLY AND RELATED SERVICES**

**BY AND BETWEEN**

**CITY OF REYNOLDSBURG**

**AND**

**VOLUNTEER ENERGY SERVICES, INC.**

THIS AGREEMENT (“Agreement”) is made this \_\_\_\_ day of November 2021, by and between the **CITY OF REYNOLDSBURG** (the “Municipality”) and **VOLUNTEER ENERGY SERVICES, INC.** (“VE”), acting by and through properly authorized officials (hereinafter the “Municipality” and VE may from time to time be referred to as a “Party” and together, as the “Parties”).

**WHEREAS**

1. On November 6, 2001, the Municipality approved an ordinance to establish an “opt-out” electric aggregation program (the “Electric Aggregation Program” or the “Program”) pursuant to Ohio Revised Code (“ORC”) Section 4928.20, for the residents, businesses, and other electric consumers eligible to participate in the aggregation program (the “Program Participants”), and for that purpose, to take greater control over the electric purchasing decisions for the Municipality and its qualifying residents, with the desire to take advantage of the collective purchasing power of the Municipality for the benefit of the Program Participants.
2. On November 20, 2020 the Municipality was most recently re-certified by the Public Utilities Commission of Ohio (“PUCO”) as a governmental aggregator pursuant to Chapter 4901:1-24, Ohio Administrative Code (“OAC”) under Certificate #10-306E.
3. The Program will include members of the Program Participants who are currently supplied by American Electric Power (“AEP”), the local electric distribution utility (“Utility”).
4. The Municipality desires to select and use VE, during the term of this Agreement, as the exclusive provider of retail electric supply to the members of the Electric Aggregation Program at the pricing mutually agreed to by VE and the Municipality pursuant to the terms set forth in Section 2 of this Agreement.
5. The “Program Participants” shall consist of all retail electric loads, except mercantile customers, that are located within the Municipality and for which there is a choice of supplier of that service, and who are otherwise eligible to participate in the governmental aggregation program.

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions, and terms to be kept and performed and the aforementioned recitals, which are incorporated herein by reference, the Parties agree as follows:

## **SECTION 1 GENERAL PROVISIONS**

### **1.1 Electric Governmental Aggregation Program**

Municipality shall take all actions necessary to maintain its certification as a governmental aggregator with the PUCO at all times through the term of this Agreement and any extension(s) hereof. Municipality shall have no financial responsibility whatsoever with respect to the Customers' obligations under this Agreement, and Municipality does not assume the credit risk for any nonpayment on behalf of any Customer (as defined below) in its Electric Aggregation Program.

### **1.2 Volunteer Energy Services, Inc.**

VE is duly certified by the PUCO as a competitive retail electric service provider and, as such, is authorized to provide such services to serve the Municipality's residential and small commercial customers who do not opt out of the Program.

### **1.3 Customers**

The end users in the Municipality's Electric Aggregation Program will be the residential and small commercial customers within the Municipality's political boundaries that do not opt out of the Program ("Customers") and who are otherwise eligible to participate. On behalf of the Customers, the Municipality reserves the right to approve the supplier's terms and conditions for the supplier's contracts with the Customers.

### **1.4 Utility**

For the purposes of this Agreement, American Electric Power (AEP) is the electric distribution utility and shall provide electric distribution services for all electricity supplied under this Agreement.

## **SECTION 2 SCOPE OF WORK**

The Municipality shall use VE as the exclusive provider of retail electric supply to the members of the Electric Aggregation Program at the pricing mutually agreed to by VE and the Municipality pursuant to the terms set forth herein. The Parties hereby agree to undertake, perform and complete the services and/or actions described below:

2.1 VE and the Municipality hereby agree that the rate Customers will pay for electric generation service provided by VE under the Electric Aggregation Program shall be as set forth in Attachment A hereto ("Billing Rates") and shall be subject to Attachment B ("Terms and Conditions").

2.2 VE will be responsible for the costs of obtaining the eligible customer list from the Utility and/or from any other resource it deems useful in creation of an accurate list. The Municipality will share its resources to help mitigate the cost of assembling and verifying this list and will request the eligible customer list from the Utility. It will be the responsibility of VE to approve the list to be used. VE shall perform, and the Municipality will assist, to the best of their abilities, in the necessary list cleansing to ensure that only those Customers who are eligible to participate are included on the list. VE and the Municipality acknowledge that the list acquired from the Utility is represented by the Utility to be a list properly cleansed to include only those Customers that are eligible for the Government Aggregation, as detailed in ORC Section 4928.20. To the extent the Utility fails to provide such a list, the Parties hereto expressly waive any claim against each other resulting from such failure by the Utility.

2.3 Upon notification and request to VE by a Customer who was eligible at the time of the initial opt-out notification and who remains eligible in accordance with ORC Sections 4928.20 and 4928.21(C), and OAC Rule 4901:1-21-17(E), VE shall enroll any such Customer wishing to join the Program. If an ineligible customer receives an opt-out notice and is enrolled in the Program, upon knowledge of or notice to VE, VE shall take immediate steps to return that customer to the Utility's standard service. VE will also be responsible for reimbursing any switching fee and negative differential charges resulting from the improper switch, if notified by a customer with a legitimate grievance.

2.4 VE shall print and mail opt-out notice packets to Customers that appear on the cleansed list. The packet shall contain an opt-out notice scripted by the Municipality, a terms and conditions page outlining Customer contract provisions scripted by VE and approved by the Municipality and may also include other information as agreed upon by the Municipality and VE. VE shall bear the costs associated with preparing, printing, and mailing the opt-out notice packets.

2.5 VE shall receive and organize the opt-out responses and prepare a final listing of those Customers to be enrolled in the program. VE will also handle the information sharing/verification process with the Utility for the transfer of accounts.

2.6 VE will utilize its customer call center resources to handle customer calls and concerns about the Program in a timely manner and provide information about the Program to Customers. Consistent with the PUCO rules, VE shall maintain a toll-free telephone number that will be provided in all written correspondence with Customers, as well as the VE website that can be used by Customers to obtain answers to frequently asked questions. VE understands that the Municipality is not equipped to handle large volumes of customer calls and will be dependent on VE for this function. The Municipality will remain available to answer questions regarding customer inquiries as needed by VE.

2.7 Consistent with ORC Section 4928.20(D), once timing is finalized between the Municipality and VE, VE will conduct an initial opt-out opportunity (the "Initial Opt-out"). VE will provide the services set forth in Sections 2.2 through this 2.7 with respect to a subsequent opt-out ("Interim Opt-out,") as it did for the Initial Opt-out. The purpose of the Interim Opt-outs is to provide an opportunity for newly-eligible Customers (by way of example only and not by way of limitation, a resident new to the

Municipality since the time of the list compilation for the Initial Opt-out) to take advantage of the Program. All Interim Opt-outs will be conducted in the same manner as the Initial Opt-Out, except that any price notifications may be provided in an expedited fashion, as long as a full opt-out notice has been provided within the term of this Agreement.

2.8 Notwithstanding anything to the contrary herein, VE agrees that, upon notification by any former Customer of the Program Participants and once provided with appropriate documentation, VE shall re-enroll any Customer who is in the Program and who moves to a new location within the Municipality and within the Utility's service territory. This can be accomplished as an opt-in enrollment. Appropriate documentation shall include a signed agreement, telephone verification of enrollment, or internet enrollment into the Program. The price, terms, and conditions, once re-enrolled, shall continue for the remainder of the Customer's initial term at the Customer's prior address, although in no event shall the term exceed the term of this Agreement. In addition, VE shall permit any new resident of the Municipality, who is within the Utility's service territory and who moves into any facility existing at the time of execution of this Agreement, to opt into the Program at the then current terms and conditions for the Program, for the remaining term of the Program as specified in this Agreement. Residents of newly constructed facilities, if eligible, will be permitted to enroll in the Program during Interim Opt-out notifications and may, in VE's sole discretion, be permitted to enroll in the Program as opt-in Customers, from time to time.

2.9 If applicable, any person enrolled in the Program shall have the opportunity to opt out of the Program every three (3) years, without paying a switching fee.

2.10 Any person who opts out of the Program either before the commencement of the Program, pursuant to the stated procedure, or later shall default to the standard service provided under ORC Section 4928.14 or 4928.35(D) until the person chooses an alternative supplier.

2.11 If the Utility charges a switching fee for all Customers choosing a new supplier under the Choice Program, VE agrees to pay this fee.

2.12 VE shall use commercially reasonable efforts (consistent with current VE operational standards and industry practice) to not knowingly and intentionally actively solicit residents or small businesses who qualify for participation in, and have not otherwise opted out or become or been made ineligible for, the Program (the "Program Audience") for service or rates outside the Program; provided, however, that the Parties acknowledge and agree that (i) the foregoing shall exclude solicitations by websites, generally available print or electronic media, general postings, or promotions or advertisements to the general public (including by print, newspaper or electronic postings) and all other passive solicitations; (ii) VE shall at no time be expected or required to monitor, restrict, limit or modify in any way its current operational practices in effect as of the Effective Date with respect to any sales channels or methods other than those that would directly, knowingly, and intentionally engage in active solicitations of the Program Audience (which shall not include any of the types of solicitations in clause (i)); and (iii) the fact alone that a member of the Program Audience may enroll or otherwise contract for service or rates

outside the Program through other sales means, such as by website or in response to general public promotions or other broker or referral channels, shall not be sufficient to constitute a breach of VE's obligations under this paragraph.

2.13 If a Customer of the Program Audience is improperly removed from the Program as set forth in Section 2.12 above and switched to another price or electric product offered by VE, upon knowledge of or notice to VE of the improper switch, VE shall take immediate steps to re-enroll the Customer under the then-current price, terms, and conditions of the Program. VE will be responsible to reimburse any switching fee and negative differential charges resulting from the improper switch.

2.14 VE's arrangements regarding electric supply shall comply with the Choice Program. VE will supply and manage deliveries to meet the full requirements of the Program Participant's electric supply requirements. Pricing shall not include Utility charges, fees, or expenses, other than as set forth in Section 2.11 hereof.

2.15 If the PUCO requires information or documents regarding the Aggregation, VE agrees to assist in compiling such information in the possession and control of VE.

### **SECTION 3 TIME OF PERFORMANCE AND TERM OF CONTRACT**

3.1 This Agreement and VE's obligations under this Agreement shall commence on the **March 2022 meter read date** (the "Effective Date") and shall terminate on the later of the \_\_\_\_\_ **meter read date** or the date of commencement of another agreement related to aggregation Administrative Services by and between the Municipality and another such administrator ("Initial Term"), unless the Agreement is extended for an additional term(s) by mutual written agreement of the Municipality and VE.

3.2 The Municipality shall have the right to begin negotiations with VE and other electric suppliers during the term of this Agreement in order to ensure a seamless transition and continuation of the Program. If the Municipality chooses a different supplier upon the termination of this Agreement, VE shall cooperate with the Municipality and the new supplier in a timely manner in order to ensure a seamless transition to the new supplier. This would include providing a list of Customers who, according to VE's records, are participating in the Program at the time such request is made.

3.3 Should this Agreement terminate at the end of the Initial Term and a new supplier is not chosen, and if the Municipality and VE have not entered into any written modification, amendment, or renewal of this Agreement, VE shall take all actions reasonably necessary to return any Program Customers to the Utility upon expiration of the Program term.

### **SECTION 4 DELIVERIES**

4.1 On and after the Effective Date and throughout the term of this Agreement, VE shall provide firm, full requirements electric supply to the Utility's distribution system in accordance with the Utility's delivery guidelines.



## SECTION 5 BILLING AND PAYMENT

5.1 VE shall delegate the billing obligations to the Utility, such that Customers will receive an invoice for the Utility's charges and VE's charges on the same monthly bill. Payment will be due according to the Utility's billing schedule. Customer will make payment to the Utility. As an option, VE will offer budget billing to residential Customers in good standing. The budget billing amount is based on a projection of the Participating Customer's energy usage for the remaining term of the Program calculated using twelve (12) months historical usage, where available, plus an adder determined by VE to minimize future true-up amounts. If Customer fails to make any payments under this Agreement or fails to meet any agreed-upon payment arrangements, VE may terminate this agreement by giving Customer written notice of at least fourteen (14) calendar days. Customer's failure to pay the Utility's charges may result in the account(s) being disconnected in accordance with the Utility's tariff. If an account is switched back to the Utility for service, it may not be served under the same rates, terms and conditions that apply to other customers served by the Utility.

## SECTION 6 NON-PERFORMANCE/TERMINATION

6.1 If VE fails to meet its obligations to deliver electric supply under this Agreement and its failure is not excused by any provision under this Agreement, then VE shall reimburse the Customers for any difference between VE's price and the price that the Customers pay for any replacement electric supplies plus reasonable costs to procure replacement electric supplies, as necessary to meet the Customers' needs due to VE's failure to perform.

6.2 A Party may terminate this Agreement prior to its natural expiration for: (i) a material breach of any of the terms contained herein by the other Party hereto which has not been cured within fifteen (15) days after written notice by the non-defaulting Party or such other cure period set forth in this Agreement, or (ii) in accordance with the following contingencies:

A. Illegality. Due to the adoption of or change in any applicable law or any interpretation of any applicable law by any judicial or governmental authority, it becomes unlawful for either Party or both Parties to perform any obligation under this Agreement or its Attachments.

B. Adverse Government Action. A regulatory, legislative or judicial body having jurisdiction over this Agreement (A) requires a material change to the terms of this Agreement that materially and adversely affects a Party or (B) takes action that adversely and materially impacts a Party's ability to perform or otherwise provide the services herein, or requires a delay in the performance of this Agreement that either Party determines to be unreasonable or (C) orders a change or modification that affects the Program such that either Party's obligations hereunder are materially changed, and the change is not deemed a Force Majeure event.

C. Failure of the Municipality to maintain its status as a PUCO-certified Governmental Aggregator.

D. Failure of VE to maintain its status as a PUCO-certified competitive retail electric service provider.

6.4 Regulatory Event – Changes to laws, regulations, rules, decisions, entries, findings, or orders governing the generation, transmission, or sale of electricity may be made by different entities, including state agencies and regulatory bodies such as the Public Utilities Commission of Ohio (PUCO), federal agencies and regulatory bodies such as the Federal Energy Regulatory Commission (FERC), and Regional Transmission Organizations (RTO) that operate multi-state regional electric transmission systems such as PJM Interconnection LLC (PJM), the RTO that operates the regional electric transmission system in a multi-state region that includes Ohio. Such changes may include, without limitation, new, revised, altered, or amended laws, regulations, rules, decisions, entries, findings, or orders relating to (i) the generation of electricity, (ii) the availability and reliability of electricity supply resources (including, without limitation, capacity), (iii) the reliability of the electricity grid, (iv) the transmission or delivery of electricity, and (v) the sale or marketing of wholesale and retail electricity (collectively, Regulatory Events).

VE has no control over Regulatory Events. If any Regulatory Event materially increases VE's costs to perform under this Agreement, VE may promptly notify the Municipality that such a Regulatory Event has occurred and provide written notice to the Municipality of proposed new contract terms to Customer, including, without limitation, an increased price for the electricity delivered by VE under this Agreement. If VE proposes new contract terms in accordance with this clause, VE will provide written notice to the Municipality that identifies (1) the Regulatory Event(s) at issue, (2) the new contract terms proposed by VE, and (3) when the proposed date that the new contract terms will take effect. Upon the occurrence of a Regulatory Event, the Parties shall enter into good-faith negotiations to modify this Agreement so that VE will be restored to a similar economic position in its costs to perform under this Agreement that it would have been in but for the occurrence of the Regulatory Event. If the Parties are unable, within thirty (30) days of such notice, to modify this Agreement and agree on such restoration, VE may terminate this Agreement by 30-day written notice to the and will take all actions necessary to return all Customers in the Program to the Utility. VE shall pay any and all switching fees.

If any Regulatory Event materially decreases VE's costs to perform under this Agreement, VE using good faith and applying the same standard of review as when monitoring and interpreting potential Regulatory Events that materially affect VE by increasing its costs to perform, shall promptly notify the Municipality that such Regulatory Event has occurred and provide written notice of the proposed decrease in each Customer's then-current price, which decrease shall be based solely on VE's estimated decreased costs to perform as a result of the occurrence of such Regulatory Event, and the proposed date upon which such revised pricing shall be effective. The Parties acknowledge and agree that the Municipality, using good faith, also may promptly notify VE of a Regulatory Event and the resulting revised pricing if it has not been previously identified by VE. Upon the occurrence of a Regulatory Event, the Parties shall enter into good-faith negotiations to modify this Agreement so that Customers in the Program will receive the benefit of such Regulatory Event, which will reflect a decrease in the Customers' costs to obtain service under this Agreement resulting from the occurrence of the Regulatory

Event. If the Parties are unable, within thirty (30) days of such notice, to modify this Agreement and agree on such positive restoration, the Municipality may terminate this Agreement by 30-day written notice. If the Agreement is terminated, VE will work with the Municipality to take all actions necessary to return all Customers in the Program to the Utility.

Customer will have thirty (30) days from the date of the written notice to affirmatively accept or reject the new contract terms. If Customer does not affirmatively accept the new contract terms within thirty (30) days of the written notice, this Agreement will terminate without penalty on the next available meter read date after the expiration of the thirty-day notice period and processing by the electric utility and VE, after which Customer will return to Customer's electric utility or another Competitive Retail Electric Service (CRES) provider of Customer's choosing for electricity.

## **SECTION 7 FORCE MAJEURE**

7.1 Force Majeure shall include, but not be limited to the following: (i) physical events such as Acts of God, landslides, lightning, earthquakes, fires, storms (including hurricanes), or storm warnings, which result in evacuation of the affected area, floods, washouts, explosions, breakage, accident, or necessity of repairs to machinery or equipment or transmission or distribution lines; (ii) weather-related events affecting an entire geographic region, such as low temperatures that cause failure of transmission or distribution lines; (iii) interruption and/or curtailment of primary transmission or distribution lines where such interruption directly affects electric supply deliveries under this Agreement; and (iv) acts of others such as strikes, lockouts, or other industrial disturbances, riots, sabotage, insurrections, terrorist acts, or wars. VE and the Municipality shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.

7.2 Neither Party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the curtailment of interruptible transmission or distribution lines; (ii) the Party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (iii) economic hardship, to include, without limitation, VE's ability to sell electric supply at a higher or more advantageous price than the price under this Agreement or the Municipality's ability to purchase electric supply at a lower or more advantageous price than the price under this Agreement; or (iv) the loss or failure of VE's electric supply or depletion of supply, except, in either case, as provided in Section 7.1.

The Party whose performance is prevented by Force Majeure must provide notice to the other Party. Initial notice may be given orally; however, written notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. The claiming Party shall exercise due diligence to remove the inability to perform as soon as reasonably possible, if possible. Upon providing written notice of Force Majeure to the other Party, the affected Party will be relieved of its obligation, other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure event, to make or accept delivery of electric supply, as applicable, to the extent and for

the duration of Force Majeure, and neither Party shall be deemed to have failed in such obligations to the other during such occurrence or event.

## **SECTION 8 INSURANCE**

8.1 VE shall carry and maintain throughout the life of this Agreement such bodily injury and property damage liability insurance as will protect it and the parties against any and all claims for personal injury, including death, or property damage, which may arise out of or result from the performance of or operations under this Agreement or from the use of any vehicle(s) in connection therewith, and shall include coverage for indemnification as described above. VE shall name Municipality as an additional named insured on its policy.

Prior to commencement of this Agreement, VE shall present to the Municipality current certificates of insurance and shall maintain current such insurance during and throughout the entire term of this Agreement. Said insurance shall, at a minimum, be of a type which is customary in the industry and shall provide coverage in an amount that is both customary in the industry and equal to and covering all sums which VE may or shall become legally obligated to pay as damages. VE shall be responsible for any and all premiums for such policy(ies).

In addition to the rights and protections provided by the insurance policies as required above, the Municipality shall retain any and all such other and further rights and remedies as are available at law or in equity.

## **SECTION 9 INDEPENDENT CONTRACTOR**

9.1 VE agrees that it shall act in performance of this Agreement as an independent contractor. No agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.

VE assumes all responsibility for any and all federal, state, municipal, or other tax liabilities, along with workers compensation, unemployment compensation, contributions to retirement plans, and/or insurance premiums which may accrue and/or become due as a result of compensation received for services and/or deliverables rendered and/or received under or pursuant to this Agreement.

VE and/or its officers, officials, employees, representatives, agents, and/or volunteers are not entitled to any benefits enjoyed by employees of the Municipality.

## **SECTION 10 INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT/NO CONTRIBUTION TO OPERS**

10.1 The Municipality is a public employer as defined in ORC Section 145.01(D). The Municipality has classified VE as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of VE and/or its officers, officials, employees, representatives, agents, and/or volunteers for

services and/or deliverables rendered and/or received under or pursuant to this Agreement. VE acknowledges and agrees that the Municipality, in accordance with ORC Section 145.038(A) has informed it of such classification and that no contributions will be made to OPERS. If VE is an individual or has less than five (5) employees, VE, in support of being so informed and pursuant to ORC Section 145.038 agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor Acknowledgement Form, which is attached hereto and incorporated herein as a part of this Agreement.

## **SECTION 11 CAMPAIGN FINANCE**

11.1 Compliance with ORC Section 3517.13 and ORC Sections 3517.13 I and J require that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than five hundred dollars in a calendar year or services with a cost aggregating more than five hundred dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under ORC Chapter 1785, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in said sections of the ORC are in compliance with the applicable provisions of ORC Section 3517.13. VE, therefore, is required to complete the certificate/affidavit titled "Certification/Affidavit in Compliance with O.R.C. Section 3517.13," which is attached hereto and incorporated herein as part of this Agreement.

## **SECTION 12 CIVIL RIGHTS**

12.1 The Parties agree that as a condition of this Agreement, there shall be no discrimination against any Customer or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation, or any other factor as specified in Title VII of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the Parties will comply with any and all applicable federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Agreement. Any Party found to be out of compliance with this section may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Agreement.

The Parties agree as a condition of this Agreement to make all services provided pursuant to this Agreement accessible to the disabled/handicapped. The parties further agree as a condition of this Contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulations (45 CFR part 84) and all guidelines and interpretations issued pursuant thereto. Any Party found to be out of compliance with this section may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Agreement.

## SECTION 13 DRUG FREE ENVIRONMENT

13.1 VE agrees to comply with all applicable state and federal laws regarding drug-free environment and shall have established and have in place a drug free workplace policy. VE shall make a good faith effort to ensure that all of its employees will not purchase, use, or possess illegal drugs or abuse prescription drugs or alcohol in any way while on the premises of the Municipality.

## SECTION 14 LICENSES

14.1 VE certifies and warrants that it has obtained and maintains current all approvals, licenses, including operator licenses, certifications, and/or other qualifications (collectively, "Licenses") necessary to provide all of the services required pursuant to this Agreement and to conduct business in the State of Ohio. VE further certifies and warrants that all such Licenses are operative and current and have not been revoked or are not currently suspended for any reason.

## SECTION 15 CONFIDENTIAL INFORMATION

15.1 Confidentiality. VE and Municipality agree to keep all proprietary and trade secret terms and provisions of this Agreement confidential to the extent permitted by law and subject to the requirements of ORC Section 149.43. Municipality and VE agree to make best efforts to notify the other Party when any request for such information is made by a third party; provided, however, each Party shall have the right to make such disclosures, if any, to government agencies and to its own agents, attorneys, auditors, accountants, and shareholders as may be reasonably necessary, so long as each Party makes reasonable efforts to maintain the confidentiality of such information being so disclosed, whether by use of protective orders or otherwise, as is afforded by the process in which the disclosures are made. If disclosure is sought through process of a court, or a state or federal regulatory agency, the Party from whom the disclosure is sought shall promptly notify the other Party to allow it the opportunity to participate in such proceedings.

## SECTION 16 MISCELLANEOUS

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



Municipality: City of Reynoldsburg  
 7232 E Main Street  
 Reynoldsburg, Ohio 43068  
 Attn: Mayor Joe Begeny  
 Email: [jbegeny@ci.reynoldsburg.oh.us](mailto:jbegeny@ci.reynoldsburg.oh.us)

VE: Volunteer Energy Services, Inc.  
 Attn: John L. Einstein, IV, Esq.  
 790 Windmill Drive  
 Pickerington, Ohio 43147  
 Ph: 614-729-2325  
 Email: [jeinstein@volunteerenergy.com](mailto:jeinstein@volunteerenergy.com)

16.2 Entire Agreement. This Agreement, including all attachments hereto, contains all of the terms and conditions of this Agreement reached by the parties, and supersedes all prior oral or written agreements with respect to this Agreement. This Agreement may not be modified, amended, altered or supplemented, except by written agreement signed by all parties hereto. No waiver of any term, provision, or conditions of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

16.3 Waivers. Any request for a waiver of the requirements and provisions of this Agreement shall be in writing and must be approved in writing by the non-waiving Party. The failure of either Party to insist upon strict performance of such requirements or provisions or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such requirements, provisions or rights.

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

16.5 Controlling Provisions. In the event of any inconsistency between the terms herein and the terms of the attachments hereto, the provisions of this Agreement shall control.

16.6 Severability. Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction. The non-enforcement of any provision by either Party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.

16.7 Assignment. This Agreement shall not be transferred or assigned by either Party without the express written authorization of the other Party, which authorization shall not be unreasonably withheld.



Notwithstanding the foregoing, VE may, without the consent of Municipality or Customers, (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangement; (b) transfer or assign this Agreement to an affiliate of VE; or (c) transfer or assign this Agreement to any person or entity succeeding to all or a substantial portion of the assets of VE. Nonetheless, to the extent commercially reasonably practicable, VE shall provide Municipality with notice of said transfer or assignment pursuant to clause (b) or (c) of the immediately preceding sentence thirty (30) days prior to such transfer or assignment (but in any event shall provide prompt notice thereof). Upon an assignment pursuant to (b) or (c), Municipality and Customers agree that VE shall have no further obligations regarding future performance hereunder. Either Party's assignee shall agree in writing to be bound by the terms and conditions of this Agreement, including the attachments. Subject to the foregoing, this Agreement and its attachments shall be binding upon and inure to the benefit of any permitted successors and assigns, to the extent permitted by law.

16.8 Forward Contract. The Parties acknowledge and agree that (a) this Agreement constitutes a forward contract within the meaning of the United States Bankruptcy Code, and (b) VE is a forward contract merchant.

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

16.10 No Third-Party Beneficiaries. This Agreement confers no rights or remedies whatsoever upon any person or entity other than the Parties and shall not create, or be interpreted as creating, any standard of care, duty or liability to any person or entity not a Party hereto. Except as set forth in this Section 16.10 and Article 14, neither Party shall be liable to a third party not a Party to this Agreement for any unauthorized act or omission on the part of the other Party or for any unauthorized obligation or debt incurred by the other Party.

16.11 Authority. The Municipality and VE each represent and warrants that it has full and complete authority to enter into and perform this Agreement. Each person who executes this Agreement on behalf of either Party represents and warrants that he or she has full and complete authority to do so and that such Party will be bound thereby.

16.12 Community Reinvestment. VESI recognizes the difficult job facing elected and appointed officials in running and maintaining our local communities, therefore as part of VESI Community Reinvestment Program, VESI will contribute \$0.0005 per kWh of electricity supplied through the aggregation program to the Municipality. These funds are to be deposited into a special account established by the Municipality. It is agreed by the Municipality and VESI that these funds will be used as the Municipality's matching grant funds for programs such as, but not limited to programs like CDBG (Community Development Block Grants), Issue II, Transportation Enhancement, etc., or for any project which the Municipality approves by resolution or by ordinance. It shall be the Municipality's decision

on which grant programs these funds should be used for. It is the intent of VESI to allow as much flexibility as possible in the decision-making process. These funds can be combined from year to year. These funds will be paid to the Municipality as long as they remain in choice program with VESI. These funds will be paid to the Municipality on an annual basis.

#### **SECTION 17 APPLICABLE LAW**

This Agreement and all provisions herein will be governed by and interpreted under Ohio laws. Any and all litigation between VE and the Municipality related to this Agreement shall be brought in either a state or federal court located within the State of Ohio.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first mentioned above.

**VOLUNTEER ENERGY SERVICES, INC.**

**CITY OF REYNOLDSBURG**

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

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

Print: Richard A. Curnutte Sr.

Print: \_\_\_\_\_

Title: President

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment: Electrical Aggregation Master Agreement (136-2021 : Electrical Aggregation Contract)

**Attachment A**  
**to**  
**Government Aggregation Master Retail Electric Supply Agreement**  
**between**  
**City of Reynoldsburg**  
**and**  
**Volunteer Energy Services, Inc.**

**TERM:**        March 2022 through \_\_\_\_

**PRICING:**

**Residential (RS)**

The Customer shall pay VE an energy charge that is equal to \$\_\_\_\_ **per kWh** multiplied by the metered energy for the monthly billing cycle. Price is exclusive of distribution service charges and other non-bypassable EDU charges and fees.

**Commercial (consumption below 700,000 kWh annually)**

Price is exclusive of distribution service charges and other non-bypassable Utility charges and fees.

The Customer shall pay VE an energy charge that is equal to \$\_\_\_\_ **per kWh** multiplied by the metered energy for the monthly billing cycle. Price is exclusive of distribution service charges and other non-bypassable Utility charges and fees.

**Mercantile Accounts:**

National accounts as well as any eligible commercial accounts with annual usage over 700,000 kWh must “opt-in” at VE’s sole discretion to accept, in order to participate in the Program.

**Termination Fee:**

Residential Accounts - \$0.00

Commercial Accounts: \$0.00

## Attachment B

### Electric Aggregation Terms and Conditions

#### I. ENERGY SERVICES

During the relevant term Volunteer Energy Services, Inc. ("VE") shall supply and deliver to Customer all of the retail energy requirements at each Service Location (the "Retail Energy"). The Retail Energy is delivered to the distribution system's interconnection point (each, a "Delivery Point") of the relevant electric distribution company ("EDC"), and the relevant EDC is responsible for delivery of the Retail Energy to Customer's meter at and from that point. Customer designates VE as an authorized recipient of Customer's account, billing and usage information. Customer consents to the disclosure by each EDC to VE of certain basic information about Customer including: account number, meter number, meter read data, rate class, billing and payment information, account name, service address, billing address, and telephone number.

#### II. TERM OF AGREEMENT

VE shall use commercially reasonable efforts to commence service under this Agreement upon the later the start date referenced in the Opt-Out Letter or the first available meter read date, as determined by the EDC, after the date hereof, and after VE receives confirmation that the EDC has completed its processing and has accepted the delivery service request (the "Start Date"). VE shall not be liable for any lost savings or lost opportunity as a result of a delay in service commencement due to actions or inactions of the EDC. The term of this Agreement shall continue through \_\_\_\_\_ unless sooner terminated hereunder. Customer shall have the opportunity to opt-out of the aggregation program at least every three years without penalty.

#### III. PRICING

This is a full requirements Agreement for residential and small commercial customers. Residential customers, you agree to pay the Price of \$\_\_\_\_\_/kWh to total usage per Account as reported by the Utility each month. Small commercial customers, you agree to pay the Price of \$\_\_\_\_\_/kWh to total usage per Account as reported by the Utility each month. The Price includes energy, congestion, capacity, ancillary services, losses, Auction Revenue Rights ("ARR"), and Renewable Portfolio Standards (RPS) compliance costs. Unless otherwise noted, the Rate does not include taxes, regulated charges from the Utility, including, but not limited to, Utility delivery and distribution charges, customer account fees or other Utility transmission charges. Customer agrees to maintain electric usage patterns similar to those exhibited within the preceding 365 calendar days.

#### IV. BILLING and PAYMENT

**A. General Billing and Payment Terms:** VE shall provide monthly invoices, either through utility consolidated billing (UCB) or supplier consolidated billing (SCB). VE may estimate

bills in cases where actual billing determinants are unavailable and estimated bills shall be adjusted as soon as reasonably practicable. In the event Customer is billed by VE, Customer shall pay all amounts owing within fourteen (14) days after issuance of the invoice. In the event Customer is billed by the EDC, payment is due to the EDC by the date specified in its bill. Late payments shall incur interest charges at a rate of interest equal to a per annum rate of eighteen percent (18%) or the maximum allowed under applicable law, whichever is less. In any instance where any payment to VE is declined by the EDC or the issuing institution, Customer shall be assessed a charge of \$\_\_\_\_ or the maximum allowed under applicable law (whichever is less) per declined payment. Customer shall be liable for costs incurred by VE, including attorney's fees, for collection on accounts greater than thirty (30) calendar days past due. As an option, VE will offer **budget billing** to residential Customers in good standing. The budget billing amount is based on projection of the participating Customer's energy usage for the remaining term of the Program calculated using twelve (12) months historical usage, where available, plus an add-on determined by VE to minimize future true-up amounts.

**B. Disputes and Adjustments of Invoices:** Customer may, in good faith, dispute in writing the correctness of an invoice. In the event that an invoice or portion thereof is disputed, payment of the undisputed portion of the invoice shall be made within normal terms, with notice of the dispute given to VE in writing and stating the amount and basis for the dispute. If you have a complaint, you may call VE's Customer Support Line at (800) 977-8374 every Monday through Friday (excluding holidays) from 8:30 AM through 4:30 PM. If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the public utility commission of Ohio (PUCO) for assistance at 1-800-686-7878 (toll free) from eight a.m. to five p.m. weekdays, or <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). All customers have the right to contact the PUCO regarding complaints and disputes: The Ohio consumer council (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-745-5622 (toll free) from eight a.m. to five p.m. weekdays, or <http://www.pickocc.org>. Upon resolution of the dispute, a required payment shall be made within five (5) business days of such resolution along with interest accrued at the per annum rate of eighteen percent (18%) or the maximum allowed under applicable law, whichever is less.

#### V. RENEWAL OF AGREEMENT

This Agreement shall only be renewed or extended in compliance with the provisions of the Ohio Revised Code and Ohio Administrative Code relating to Governmental Aggregation Programs.

## Attachment B

### Electric Aggregation Terms and Conditions

#### VI. CONFIDENTIALITY

Both Parties agree that the terms and conditions of this Agreement shall remain confidential, except for any required disclosure to any regulatory body, governmental entity or agency having jurisdiction, or disclosure to accountants, attorneys, or other professionals acting on behalf of the disclosing Party.

#### VII. NOTICES

Any notice or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered to any of the address specified on Offer.

#### VIII. EVENTS OF DEFAULT

**A. Definition:** An "Event of Default" shall mean, with respect to the applicable Party to whom the following applies (the "Defaulting Party"), the occurrence of any of the following: (a) the failure of such Party to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within three (3) business days after written notice and demand of payment; (b) any representation or warranty made by such Party herein being false or misleading in any material respect when made or ceases to remain true during any term; (c) the failure of such Party to perform any obligation set forth in this Agreement and such failure is not remedied within five (5) business days after written notice; (d) Customer files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action bankruptcy or (e) Customer's failure to cooperate with VE as reasonably required in order for VE to perform its obligations under this Agreement.

**B. Suspension and No Early Termination:** If an Event of Default occurs, the Party that is not the Defaulting Party (the "Non-Defaulting Party") may, at its option and in its sole discretion, take any one or more of the following actions (1) suspend its performance under this Agreement; or (2) terminate this Agreement by sending written notice to the Defaulting Party provided the termination date for this Agreement (the "Early Termination Notice"). In the event of such suspension or an early termination, Customer shall pay to VE all amounts owed under this Agreement, including amounts owed for delivered performance, whether or not then invoiced. **There is no early termination fee.** However, if you switch back to AEP, you may not be served under the same rates, terms, and conditions that apply to other customers served by the electric utility.

#### IX. FORCE MAJEURE

"Force Majeure" shall mean an event which prevents the claiming party (the "Claiming Party") from performing its obligations and is not within the reasonable control of, or the result of the negligence of, the Claiming Party, such as, but not

limited to, acts of God; fire; flood; terrorism; breach by the ED electric grid interruption; earthquake; war; riot; actions or failure to act on the part of governmental authorities. The non-Claiming Party shall not be required to perform its obligations to the Claiming Party for the period of the Force Majeure. If the Force Majeure continues for a period in excess of thirty (30) calendar days (an "Extended Force Majeure Event"), the performing Party may terminate this Agreement by providing the other Party written notice of the early termination, without the termination for an Extended Force Majeure Event constituting an Event of Default.

#### X. GOVERNING LAW AND WAIVER OF JURY TRIAL

This Agreement shall be governed by the laws of the State of Ohio, without regard to its choice of law provisions. Any action arising out of this Agreement shall be filed in the Court of Common Pleas, Franklin County, Ohio. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE RIGHT TO TRIAL BY JURY OF ANY SIZE IS IRREVOCABLY WAIVED.

#### XI. CHANGES IN LAW OR REGULATION

In the event that any change in any statute, rule, regulatory order or other law, or procedure, tariff, rate class or other process or charge, promulgated by any governmental authority or EDC, Independent Service Operator ("ISO"), Regional Transmission Operator ("RTO") or other regulated service provider, alters to the detriment of VE its costs to perform or economic returns (including, but not limited to, increases in Customer's capacity tag or increases in capacity charges, weather normalization factors unknowable as of the Start Date under this Agreement VE may revise the pricing under the Agreement to eliminate the impact of such. Before any such price revision, VE shall provide written notice to Customer of the resulting price revisions, and the date upon which such revised pricing shall be effective. Customer shall pay the revised price described in such notice, and all other terms and conditions of this Agreement shall remain in full force and effect.

#### XII. SEVERABILITY

The various provisions of this Agreement are severable. Any provision or section of this Agreement declared or rendered void, unlawful, or otherwise unenforceable shall not otherwise affect the lawful obligations that arise under this Agreement.

#### XIII. INDEMNITY

VE shall defend, indemnify, and hold Customer harmless against all claims and liabilities resulting from VE's negligence or breach of this Agreement and arising prior to the delivery of the Retail Energy to the relevant Delivery Point, except to the extent such claims and liabilities arise out of Customer negligence or breach of this Agreement. Customer shall assume full responsibility for any damages or losses relating





## Attachment B

### Electric Aggregation Terms and Conditions

the delivery of the Retail Energy at and after its delivery to the relevant Delivery Point and shall defend, indemnify, and hold VE harmless against all claims and liabilities arising at and after the delivery of the Retail Energy to the relevant Delivery Point, except to the extent such claims and liabilities arise out of VE's negligence or breach of this Agreement.

#### XIV. ASSIGNMENT

This Agreement shall be binding on and inure to the benefit of each Party's successors and permitted assigns. Neither Party shall assign this Agreement or its rights without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed.

#### XV. WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY

VE warrants title to all Retail Energy delivered hereunder and sells such Retail Energy to Customer free from liens and adverse claims. THIS IS VE'S ONLY WARRANTY CONCERNING THE SERVICES PROVIDED HEREUNDER AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE. EXCEPT AS PART OF ANY PAYMENT OF THE SETTLEMENT AMOUNT IN ACCORDANCE WITH THE TERMS HEREOF, NEITHER PARTY SHALL BE RESPONSIBLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES. IN ADDITION, VE'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE TOTAL OF THE FIRST TWO VE INVOICES REFLECTING THE ENERGY COST SPECIFIC TO CUSTOMER'S METER READS AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE EXPRESSLY WAIVED. TO THE MAXIMUM EXTENT POSSIBLE UNDER LAW, ARTICLE 2 OF THE UNIFORM COMMERCIAL CODE SHALL APPLY TO THE RETAIL ENERGY SOLD HEREUNDER.

P.S. Remember to return the opt-out form only if you do not want to participate in the Municipality's Governmental Aggregation Program.

#### XVI. ENTIRE AGREEMENT; AMENDMENT

This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof. This Agreement may only be amended by a written instrument executed by both Parties. This Agreement is effective only upon Customer's execution and VE's subsequent execution and performance of this Agreement.

#### XVII. ELIGIBILITY

Participation in the program is limited to residents that have not been previously removed from the Program due to non-payment. Additionally, properties with on-site generation are not eligible and will be removed upon notice of on-site generation by the utility to VE.

#### XVIII. STATE DISCLOSURES/RESCISSION

VE's Ohio Certification Number is 15-950E as a CRE Customer has the right to request from VE twice within a twelve (12) month period up to twenty-four (24) months of Customer payment history without charge; Customer may be charged switching fees by the EDC. VE is prohibited from disclosing customer's social security number and/or account number without the customer's consent except to its own collections and credit reporting, participation in programs funded by the universal service fund pursuant to section [4928.52](#) of the Revised Code, or assigning a customer contract to another CRES provider. To review environmental disclosure please visit our website [www.volunteerenergy.com](http://www.volunteerenergy.com).

**Rescission:** As a Residential you have the right to rescind this Agreement within seven (7) calendar days from the date postmark of the Utility's confirmation notice you will receive upon enrollment with VESI. You may rescind by either contacting us at 800-977-VESI toll free during normal business hours or fax us a detailed written request to cancel at 614-856-3301. If you contact your Utility to rescind this Agreement, your Utility will give you a cancellation number to confirm the cancellation.

#### OPT-OUT FORM FOR THE CITY OF REYNOLDSBURG ELECTRIC GOVERNMENTAL AGGREGATION PROGRAM

I wish to opt out of the City of Reynoldsburg Electric Governmental Aggregation Program

Service Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Account Number: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Account holder's signature: \_\_\_\_\_

Mail by \_\_\_\_\_ To: City of Reynoldsburg Electric Governmental Aggregation Program; 790 Windmill Drive, Pickerington, OH 4314

Attachment: Electrical Aggregation Master Agreement (136-2021 : Electrical Aggregation Contract)