Reynoldsburg
OHIO · 1839

CITY COUNCIL

Council Meeting

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

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

Mollie Prasher, Clerk of Council
614-322-6836

Monday, July 12, 2021 **Council Chambers**

CITY COUNCIL MEETING

1. CALL TO ORDER

2. INVOCATION - COUNCILMEMBER STRICKLAND

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. APPROVAL OF AGENDA

6. APPROVAL OF MINUTES

a. City Council – Regular Meeting – June 28, 2021

7. COMMUNITY COMMENTS

The Community Comments portion of the meeting is an opportunity for citizens to address Council. Citizens may wish to bring matters to the attention of City Council or discuss items on the agenda. Before addressing City Council, members of the public are asked to complete a speaker's form and give it to the Clerk of Council. The Council President will invite speakers to step to the microphone and give their name and address. All remarks should be addressed to Council as a whole and not exceed three minutes.

a. Presentation by Franklin County Auditor Michael Stinziano's Office

8. COMMUNICATIONS

9. MOTIONS

1. A Motion to Approve a Resolution Authorizing the Mayor to Accept the Fifth Amended Joint Chapter 11 Plan of Reorganization for Purdue Pharma, L.P. in the United States Bankruptcy Court for the Southern District of New York, Case No. 19-23649

10. REPORTS

a. **Auditor's Report**

1. Auditor's Reports May, 2021

b. **Liquor Permits**

1. FI 7616 East LLC Liquor Permit

2. Mills Pizza Co. Liquor Permit

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

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

2. An Ordinance Declaring the Improvement of Certain Real Property Located in the City of Reynoldsburg, Ohio to be a Public Purpose; Declaring Such Property to be Exempt from Real Property Taxation; Designating Public Improvements to be Made that Will Benefit Such Property; Requiring Annual Service Payments in Lieu of Taxes; and Establishing a Municipal Public Improvement Tax Increment Equivalent Fund; and Authorizing the Execution of a Tax Increment Financing Agreement

3. An Ordinance to Repeal and Replace Ordinance No. 01-2021 to Approve the Phase 1 Final Plat for the Spring Hill Farm Development (Phase 1), and Declaring an Emergency

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

1. An Ordinance Authorizing the City Auditor to Remove Equipment from the City's Fixed Asset List of the Police Department

e. **Public Service & Transportation Committee**

1. An Ordinance Authorizing the Mayor to Enter into a Contract with Local Waste Services Ltd. to be the Sole Provider of Solid Waste, Recyclable Materials, and Yard Waste Collection Services for Waste Generated by Residential Units, Municipal Facilities, and Various Special Events in the City of Reynoldsburg, Ohio

2. An Ordinance to Modify the Contract for Water Service Between the City of Columbus and the City of Reynoldsburg, and Declaring an Emergency

3. An Ordinance to Modify the Contract for Sewer Service Between the City of Columbus and the City of Reynoldsburg, and Declaring an Emergency

4. An Ordinance Authorizing the Mayor to Enter into a Contract with Colvin Gravel Company Inc. for the Demolition of the Property Located at 7332 East Main Street (Happy Dragon), Appropriating Funds, and Declaring an Emergency

f. **Finance & Administration Committee**

1. An Ordinance to Authorize the Mayor to Enter into a Developer's Agreement with Trivium Development, LLC for the Purpose of Future Sale and Re-Development of Real Estate, and Declaring an Emergency

2. An Ordinance Authorizing the Mayor to Enter into a Lease Agreement with Modern Office Methods for the Clerk of Court Copiers, Waive Competitive Bidding, and Declaring an Emergency

11. CONSENT AGENDA FOR EMERGENCY ADOPTION

a. An Ordinance to Repeal and Replace Ordinance No. 121-19 Authorizing the Mayor to Enter into a Contract with Equivant for Courtview Software, to Waive Competitive Bidding, Appropriate Funds, and Declaring an Emergency (First Reading 6/28/2021). --- Bryant. Public Safety, Law and Courts Committee.

b. An Ordinance to Modify the Contract for Water Service Between the City of Columbus and the City of Reynoldsburg, and Declaring an Emergency --- Strickland. Public Service and Transportation Committee.

c. An Ordinance to Modify the Contract for Sewer Service Between the City of Columbus and the City of Reynoldsburg, and Declaring an Emergency --- Strickland. Public Service and Transportation Committee.

12. CONSENT AGENDA FOR FIRST READING

a. An Ordinance Declaring the Improvement of Certain Real Property Located in the City of Reynoldsburg, Ohio to be a Public Purpose; Declaring Such Property to be Exempt from Real Property Taxation; Designating Public Improvements to be Made that Will Benefit Such Property; Requiring Annual Service Payments in Lieu of Taxes; and Establishing a Municipal Public Improvement Tax Increment Equivalent Fund; and Authorizing the Execution of a Tax Increment Financing Agreement --- Baker. Development, Parks and Recreation Committee.

b. An Ordinance to Repeal and Replace Ordinance No. 01-2021 to Approve the Phase 1 Final Plat for the Spring Hill Farm Development (Phase 1), and Declaring an Emergency --- Baker. Development, Parks and Recreation Committee.

c. An Ordinance Authorizing the City Auditor to Remove Equipment from the City's Fixed Asset List of the Police Department --- Bryant. Public Safety, Law and Courts Committee.

d. An Ordinance Authorizing the Mayor to Enter into a Contract with Local Waste Services Ltd. to be the Sole Provider of Solid Waste, Recyclable Materials, and Yard Waste Collection Services for Waste Generated by Residential Units, Municipal Facilities, and Various Special Events in the City of Reynoldsburg, Ohio --- Strickland. Public Service and Transportation Committee.

e. An Ordinance Authorizing the Mayor to Enter into a Contract with Colvin Gravel Company Inc. for the Demolition of the Property Located at 7332 East Main Street (Happy Dragon), Appropriating Funds, and Declaring an Emergency --- Strickland. Public Service and Transportation Committee.

f. An Ordinance to Authorize the Mayor to Enter into a Development Agreement with Trivium Development, LLC for the Purpose of Future Sale and Re-Development of Real Estate, and Declaring an Emergency --- Salvati. Finance and Administration Committee.

g. An Ordinance Authorizing the Mayor to Enter into a Lease Agreement with Modern Office Methods for the Clerk of Court Copiers, Waive Competitive Bidding, and Declaring an Emergency --- Salvati. Finance and Administration Committee.

13. CONSENT AGENDA FOR SECOND READING

a. An Ordinance to Amend Chapter Eleven - Planning and Zoning Code for the City of Reynoldsburg, Ohio (First Reading 6/28/2021). --- Baker. Development, Parks and Recreation Committee.

b. An Ordinance Establishing Chapter 785 Medical Marijuana Facilities of the Codified Ordinances for the City of Reynoldsburg (First Reading 6/28/2021). --- Baker. Development, Parks and Recreation Committee.

c. An Ordinance Authorizing the City Auditor to Remove Equipment from the City's Fixed Asset List of the Police Department (First Reading 6/28/2021). --- Bryant. Public Safety, Law and Courts Committee.

d. An Ordinance to Amend Section 1399.05 Exemptions to Vacant Property Registration of the Codified Ordinances for the City of Reynoldsburg (First Reading 6/28/2021). --- Strickland. Public Service and Transportation Committee.

e. An Ordinance Authorizing EMH&T to Conduct Survey, Design, Engineering, & Bidding Services for the Police Department West Parking Lot and Appropriating Funds Therefor (First Reading 6/28/2021). --- Strickland. Public Service and Transportation Committee.

f. An Ordinance Authorizing EMH&T to Conduct Survey, Design, Engineering & Bidding Services for a Traffic Signal Interconnect and Preemption System Along the Main Street Corridor (Brice to Waggoner Roads) and Appropriating Funds (First Reading 6/28/2021). --- Strickland. Public Service and Transportation Committee.

g. An Ordinance Authorizing EMH&T to Conduct Survey, Design, Engineering, & Bidding Services for the Graham Road Multi-Use Trail/Sidewalk Extension (Palmer Road to Livingston Avenue) Project and Appropriating Funds Therefor (First Reading 6/28/2021). --- Strickland. Public Service and Transportation Committee.

h. An Ordinance Authorizing EMH&T to Conduct Survey, Design, Engineering, & Bidding Services for the Hill Road Methodist Cemetery Improvements and Appropriating Funds Therefor (First Reading 6/28/2021). --- Strickland. Public Service and Transportation Committee.

14. CONSENT AGENDA FOR THIRD READING

a. An Ordinance to Amend Chapter 373 Bicycles and Motorcycles of the Codified Ordinances of the City of Reynoldsburg to Remove Bicycle Licensing Requirements (Second Reading 6/28/2021). --- Bryant. Public Safety, Law and Courts Committee.

b. An Ordinance to Authorize the Purchase of 2000 MXU Meters from Sensus for the Upgrade Program and Waive Competitive Bidding (Second Reading 6/28/2021). --- Strickland. Public Service and Transportation Committee.

c. An Ordinance to Amend the Personnel Procedure Manual Regarding Fleet Safety Policy Medical Marijuana, and Juneteenth Holiday (Second Reading 6/28/2021). --- Salvati. Finance and Administration Committee.

15. OTHER COUNCIL MATTERS

16. UPCOMING MEETINGS

a. July 15, 2021 BZBA

b. July 22, 2021 Special Planning Commission

c. July 26, 2021 Council

d. August 5, 2021 Planning Commission

e. Council is on a break for the month of August

f. August 19, 2021 BZBA

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ADJOURNMENT

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Council President Leanora Jenkins called the meeting to order at 6:33 PM

Invocation - Councilmember Lawson-Rowe

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

Approval of Agenda

The agenda was approved as submitted.

Approval of Minutes

a. City Council – Regular Meeting – June 14, 2021

The June 14, 2021 Council meeting minutes were approved as submitted.

RESULT:	**ACCEPTED**

Community Comments

Steven Castro
110 Scenic Road
I am on the street where we had about 40 dogs and one of the owners passed away and now we have a condemned house on the street and it's bringing down the neighborhood. I know you will be talking about dog limits tonight. I want to express support for a limit on dogs. I don't want to hinder anyone from having pets and there are reasonable restriction on suburban residential homes. If your house is 20 feet away from someone else's house and they have dozens of dogs, you're going to hear a lot of barking. When there are feces being shoveled out into the garbage can, so full that the garbage man can't even lift it, and its left there because it smells so bad. Obviously, the smells are disturbing the comfort of other people. I don't want to infringe on freedom, but it is in infringing on freedom to enjoy your own property when the sounds and smells are that disturbing. The code has a limit of five dogs for a kennel, the problem is when you say you're not selling them, and you can say you are not a kennel even if you are. So I think 5 dogs bring it in line with the code. It's in line with other residential areas. If you're in an agricultural zone, then fine you have a lot more land. If you're on less than half an acre and close to other peoples house then it creates disturbances. Also, I think this is in line with current ordinances that we have, we have

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barking ordinances, cruelty to animals. When there are dozens of animals in a home, that cruel to those animals that don't have the room to exercise. When it comes to nuisance and sanitary code, they were so unsanitary, they need to rip out the floors and the walls. The house is bringing down the neighborhood, it's kind of become a liability for the City and neighborhood. I support the limit on dogs, I want to hear other comments and consideration on the right limit but I hope we can find the right solution for the community.

Schyvonne Ross
2060 Dorman Drive
I would to speak a little bit about the discussion that will take place later on the ordinance that will make Juneteenth a paid holiday. Before that, I want to publicly thank Councilmember Lawson-Rowe for her coordination of the Juneteenth celebration that took place on June 19, along with Mayor Begeny and all of those involved. That celebration was a wonderful event. The community was able to gather and celebrate, and I quite enjoyed myself. On June 19, 1865, enslaved black people in Galveston, Texas were informed that they were free. How significant and life changing. Juneteenth is a celebration of black independence. Just as we celebrate the day America became free on July 4th, we should honor the day black people became free in America. This day for this celebration is Juneteenth. Making it a paid holiday for employees in the City of Reynoldsburg makes the statement loud and clear. The City of Reynoldsburg and its leadership, acknowledge, honor and respect the day of Juneteenth and the significance of this day to the black community and the supporters thereof. Although our Reynoldsburg students will be well into their summer breaks on June the 19th, making Juneteenth a paid holiday, acknowledges their experiences and identified. 38% of our students in Reynoldsburg City Schools are black students. So honoring this day allows for family celebration and gathering during this time. Thank you for allowing me to speak tonight and taking my words into consideration.

Brett Luzader
1116 Gibson Road
I have a couple things tonight. Number one, I'm not sure when Council changed their rules that only allows residents to speak during the community comment section. I think if they want to address an item that is especially on the agenda, it would be more prudent to allow them to speak when that item comes up. It would also be more effective. On tonight's agenda you have a resolution to support women and minority businesses. I would like to ask if you would consider adding veterans businesses to that resolution also. Also, on tonight's agenda there are some proposed zoning code changes? I would ask that you consider changing the maximum capacity on the medium residential to 16 units per acre. I think with the proposed

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changes and the height of the buildings that is going to be discussed, that would be more fitting. Lastly, since you're discussing changes to the zoning code. On page 189, section 1109.0 (f), under applications, there is a document referenced, the handbook. This list a number of items that are to be included with an application. However, this was not updated when the code was updated. As such, I have been informed by City Attorney Shook that this item is not enforceable as it was not updated. I would ask that you have the development director and his staff, with City Attorney Shook, update this handbook so that we can hold developers to the high standards that we expect in this City. Thank you.

Dylan Daniels
2960 Ridge Road
Zanesville, Ohio
I am a high school teacher at Reynoldsburg High School Summit Campus. I reside in Zanesville, however my work place is 8579 Summit Road, here in Reynoldsburg. I wanted to speak in favor of a paid holiday offered to City Employees for Juneteenth. Some of you may look at me and wonder why I would advocate for this action to take place. I am so grateful to stand here and share my why. I have the honor to teach and lead dynamic individuals here in your City. Many of which have been patiently waiting to be recognized in the worldly celebrations that we honor. The young people in our community have been waiting for an honor such as this. The honor of having their City employees having a paid holiday off to celebrate and encourage equity, inclusion and justice. To celebrate Juneteenth. It starts here and the celebration will grow so that we recognize and honor black history. There is no American history, without black history. Council men and woman, you have the opportunity to engage our young people by showing them that their history is important, valued, cherished and celebrated. Thank you.

Dr. Thomie Timmons
1352 Shelby Circle
I have been an educator in Reynoldsburg for almost 30 years. Most of that time I have lived in Reynoldsburg. I have seen this community change in demographics, wealth and all kinds of changes throughout my career. I would encourage you as well to move forward with the paid holiday for employees for Juneteenth. I really think it's important as a white male and member of this community, that this not just a black thing. I am embarrassed to say, as I'm sure many people here, that when they announced Juneteenth, they had to Google what that was. I think that is outrageous. During my doctoral studies, was the first time I had heard of Juneteenth. There are so many things that I have found out as an adult that are not accurate about history, that I was told because it was white washed. I really think that Juneteenth is a

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minor thing we can do and we have a long way to go before we can pay back what our African American brothers and sisters have done for this nation.

Mary Turner Stoots
1070 Waggoner Road
To the City Council members; President of Council Ms. Jenkins; Clerk of Council, Ms. Prasher; and Mayor Begeny,
In regards to pages 307-309 of the June 28th Council Meeting agenda packet regarding the Hill Road Methodist (Methodist Hill) Cemetery on Waggoner Road. I respectfully urge you to seriously recommend or consider the Brick and aluminum design (only taller), as this request was made to keep vandals out of the cemetery versus the aesthetics of the design.
With all the townhouses going up on 'Wilson Ridge' soon, this cemetery needs protection. If I had my way, there would be an 8-foot chain-link fence around the graveyard with barbed wire on the top that includes a locked gate requiring permission to enter (similar to the practice at the Seceder Cemetery). If chain-link is cheaper than the designs presented, then I would strongly suggest you go with it. Whatever you plan to erect, it should NOT have an open gate for anyone to enter unless given permission and a key. The turn-style at the open entrance of the picket-fence design is inviting trouble and unacceptable.
This may be a historic cemetery, but there are people in this town with loved ones buried there. My great-great-grandparents are buried in the Seceder Cemetery. Their stones were vandalized before the fence was erected. My great-great grandmother's stone is missing.
In summary, please be practical. Don't pay for an expensive design that will allow vandals to desecrate the graves of our loved ones. We need to keep the vandals out.
I want to personally thank the Mayor for his consideration and the fact that this has been brought before City Council. Thank you Mayor Begeny!
I have attached a proposed design (also shown below) to consider if you elect to choose something fancier than a chain-link fence. Please excuse the irregularities, as I didn't have time to send a cleaner version, but you will all get the drift.
Now, you can delete the design fee off of the proposal from EMH&T and save some money on the front end.

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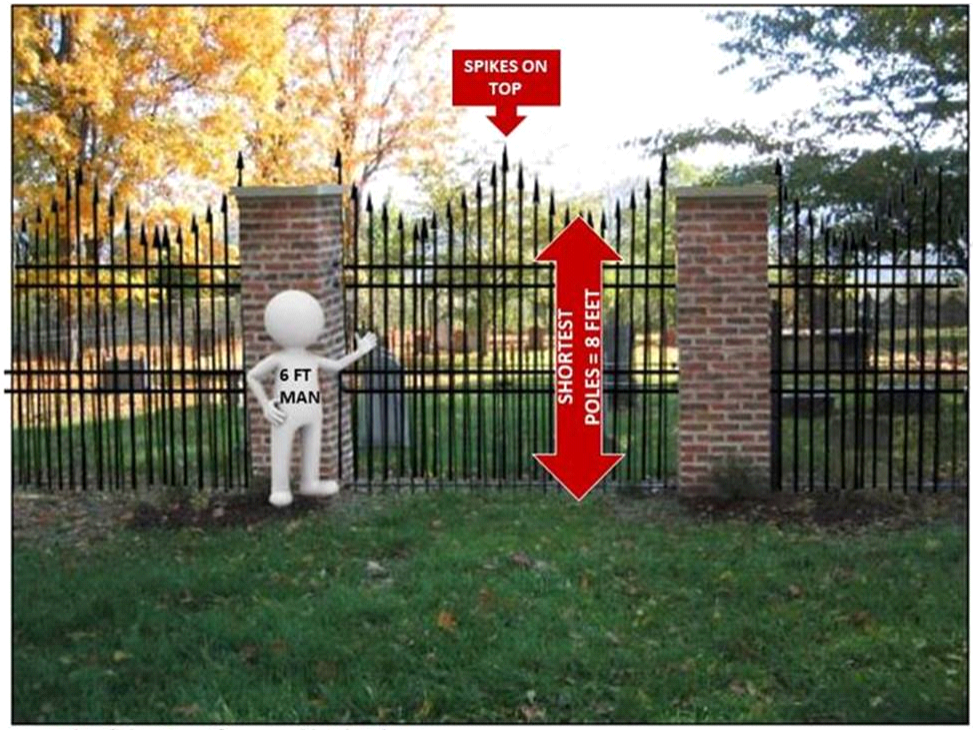

Example of aluminum fence and brick column

Deanna Weed
64 Scenic Road
Dear City Council Members of Reynoldsburg,
Let me start by introducing myself. My name is Deanna Weed and I live at 64 Scenic Rd., Blacklick, OH. I am writing today to address the dog issues we have in our city. As the homeowner that was most impacted by the neighbors (the Crostons) at 54 Scenic Rd., the dog quantity issue is of great concern to me!
I have been fighting this issue with the Crostons and the city since 2019. I really do not want anyone else to have to go through the same nightmare. There were many court dates with Mr. Croston and Mr. Hood back in 2019. Mr. Hood informed me that the Crostons received many fines, were told they could not have more than five dogs and that they had to stop breeding. That is when the situation escalated. The Crostons moved the approximate 43

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dogs, at the time, to inside their home; so that we could not see exactly how many dogs they had. As you know, the final outcome in December 2020 was not a good one. Mr. Croston passed away and that is when the city finally believed what I had been telling them all along.

When Chris Shook took over as City Attorney, I called him and he came out to the house to have a conversation about the situation. I gave him all the paperwork that I had, but, amazingly enough, all the paperwork concerning the Crostons, Mr. Hood and my complaints somehow just vanished. Mr. Shook told me he could find nothing concerning the Crostons or 54 Scenic Rd. So, I had to start all over again. Needless to say, it got me nowhere. It was like the city was just treating me like an old lady that just wanted to complain, while what I was complaining about were some serious issues.

After Mr. Hood left, it was a whole new crew, from City Attorney down to Code Enforcement Officers, and nobody wanted to listen, even though they were called numerous times.

When it comes to how many dogs a homeowner should be permitted to have - we live in the city and we all have close neighbors. No one should be permitted to have more than five dogs at their residence. Trust me, I am NOT anti-dog. I have a large amount of experience with dogs, having them all of my life and having three currently. I have groomed, trained, and loved many dogs over the years.

I have read in Ohio laws that to have more than five dogs, you must have a kennel license and a kennel cannot be in a residential area. I know there are people out there that rescue dogs to rehome them, and people that dog sit and things like that...that is fine. If they are doing so; however, the city needs to be aware of why there are more than five dogs at the residence at any given time and set limits to the time that a residence can have more than five dogs at once.

Regarding the people that own more than five dogs at the present time and want to be grandfathered in, there needs to be a procedure; such as an application process. Then someone should go to the home to inspect it and talk to the neighbors to make sure there is not already a dog issue going on.

In addition to the above limits,

*There should be an age of three months old set to count as a "dog" in the home, since this is the age when a license is required.

*No high volume breeders should be allowed within the city limits.

*Litters should be limited to one per year and required to be rehomed by three months old, if the home is at maximum occupancy of five dogs already.

Our city needs to take more responsibility over this issue. Trust me, it was not fun living next door to approximately 40-50 dogs and the city doing nothing about it! This is the very first year, in the six years we have lived here, that we have been able to enjoy our backyard,

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without the noise and horrible odor coming from next door. If you want a person to be in charge of this dog issue, it would be my pleasure to help and to work with those that are requesting to be grand fathered in.
Thank you for your time and consideration!

Councilmember Lawson-Rowe
I would like to thank Dr. Timmons, Mr. Daniels, and Ms. Ross for coming to share about Juneteenth. I would be remised if I did not publicly thank The City of Reynoldsburg and all of our neighbors for coming out and participating in our grand event that we had June 19th. I would like to publicly thank Jennifer Clemens, she is the best events coordinator in Central Ohio, if you did not already know that. All of the advisement, care, concern and guidance that she shared with us putting the celebration together was immeasurable. I would like to also thank Mayor Begeny and his assistant Ms. Rosenthal for all of the hands on approach to Juneteenth. They were our early in the morning and our Mayor is a working mayor as you know. He raised up his sleeves and got down and dirty with the rest of us. Thank you again Council for all of your support and for being there and thank you to the City of Respect.

Jennifer Erwin
7333 Westlea Court
I apologize I didn't know the protocol. I just wanted to step up here briefly in support. I know the gentleman already spoke about the dog ordinance. I wanted to let you know it's not an isolated ordinance on the abandon property there. I live at 7333 Westlea Court and that's right off Lancaster in Brooksedge. I moved in, in November and behind me and one over, so catty-corner to my backyard, they have 22 German Shepherds. They are breeding them as well. Their backyard breeders. I would like to thank Attorney Shook for ridding the roosters, chickens and ducks. But the German Shepherds still remain and issue, not only a health issue. They have two kitty swimming pools that they drink from in the back, they have a clothes line and that's what they chain the dogs too. They run back and forth and get tangled up and that's when you hear them fighting. You can hear her saying one is out there bleeding. It's just an awful thing to hear. They get loose and jump the fence. Everyone around doesn't bring their dogs out because they are scared of that. Also, they smell and the odor. At this point, there is no grass there so they just hose the feces to the back of the fence that prohibits me from going to the back of my yard or anyone else around. We can't open our windows or be outside. It's really a health issue with the flies and the smell, health and safety and also the dogs, it's not fair to them as well. He went through the ordinance and the ins and out but I wanted to let you know it's not an isolated issue and I support it as well.

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Mayor Begeny
I want to thank Councilmember Lawson-Rowe and Strickland and others who participated in the Juneteenth celebration and I would like to thank Councilmember Bryant for her dedication an organization for the pride festival that was held the week prior. As well as our Parks and Rec staff and community events for organizing our concerts on the lawn for the concert last night. I will have other comments on some issues as we move forward but that's all I have for now. Thank you.

Communications

Treasury Board Minutes

TREASURY BOARD MINUTES

Motions

A MOTION TO APPROVE THE ECONOMIC DEVELOPMENT TRANSFER PERMIT (TREX) FOR LOS PINOS MEXICAN GRILL, LLC

Attorney Shook
This is an application that is presented to this Council because it currently has the maximum number of liquor permits in the city. The state does have a mechanism that the applicant could seek an additional license over and above that maximum for a quote unquote economic development opportunity. And that is what this applicant is being presented. The process with the State is that it does require the municipality in which the application is made, must support and identify the business venture as a quote unquote economic development opportunity. You have the information that was presented in front of you and the Deputy Chief has a statement as well.

Deputy Chief Grizzell
This application as Mr. Shook stated is for permit transfer for a business in Hillsboro, Ohio to the city of Reynoldsburg for Los Pinos Mexican Grill 1780 Brice Road. The establishment is owned by German Herrera. The transfer is being requested because currently there are no beer or liquor permits available because the area is at the max quota set by the state of Ohio. RPD does have legitimate concerns about adding an establishment above the quota to the area that is already high in OVI arrest and OVI crashes. We believe the quota is set in state statute to limit the number of permits in a geographic area to maintain roadway safety. This transfer is a way to get around the law. Having said that, there is not anything in the investigation that would require us to have a

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hearing. Chief wanted to pass along our concerns so that you would be fully informed when you vote on the issue. The address is 1780 Brice Road. Just south of Century City, behind the beverage drive through.

Attorney Shook
It's a strip mall. Probably most recognized as the strip mall that contains the French bakery.

President Jenkins
Right, thank you.

Councilmember Cotner
Thank you for the information and I agree it is a concern to add another permit to the area. The information we have does state that it requires the buyers to demonstrate that it is an economic development project. So this is a question to our Development Director and Attorney Shook. This restaurant is already open and operating. This is not a new business that needs this permit in order to operate. The investment is already there and already done, correct? I see Director Bowsher nodding his head. I'm not sure how it's been there but it's not brand new, opened last week. So as our Deputy Chief shared, this is a bit of a way around what the Ohio Revised Code shares. I think there is a reason for concern in that area, a lot of work continues to be made for a lot of safety reasons. I'm not sure it meets the need of a hardship for a transfer from another community to our community. Thank you.

President Jenkins
So the restaurant was already a Mexican restaurant before, are they the same owners, are they changing the name?

Councilmember Bryant
It's my understanding that this restaurant is newly opened. There used to be a Mexican restaurant beside the French bakery directly. This is not that same place. The woman that owned the Mexican restaurant previously had made numerous complaints to me that her business was struggling because she was unable to serve alcoholic beverages there. This is to the right of where that restaurant used to be. My understanding, I wasn't aware that it had opened yet because it's very new.

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Attorney Shook
The area where the restaurant is located is in our innovation zone in our zoning code. Technically, a restaurant isn't a permitted use in that zone. However, since there was a restaurant in this particular location at the time that the zoning code was passed and a new restaurant is going in, in a very short amount of time, it's a grand fathered use location. I figured that was important to note.

Councilmember Baker
Just to make this clear, this restaurant was grand fathered in prior to us making the changes to the zoning code?

Attorney Shook
Yes, there was a Mexican restaurant operating there before the zoning code was passed in 2020. That restaurant continued to operate, then closed down. The new restaurant opened up under our new zoning code, that's going to be considered a non-conforming use but a legal non-conforming use. I thought it was important to note that it's not a use that was desired in that particular area. Its only there because it's a grand fathered use.

Councilmember Bryant
My understanding is that it's a completely location than the previous Mexican restaurant. When you look to the right of the bakery there are two store fronts. The Mexican restaurant that was there prior to the zoning code is no longer there and the new one is next door to it.

Attorney Shook
I'm not entirely sure but were talking about a non-conforming use in the same structure, it doesn't matter if it's in the space or in the same building.

Councilmember Pyakurel
In your investigation, you did not find any issues?

Deputy Chief Grizzell
He has a few liquor license. They are so new that there are no violations. There was nothing found in his background that would say that we need to oppose, it was merely just the quota and the particular area that we have a lot of problems with OVI and traffic crashed related to OVI.

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Councilmember Bryant
I don't do liquor law but is it true when there are no findings to oppose to permit it will pass through whether we object or not?

Attorney Shook
Not with this particular application because they have to meet the additional standard of economic development. I know that sounds vague. What you're looking at is revue, jobs that could be created, those kinds of things that would help guide you. In addition, the state still has another process after the City process. So if the City agrees that if it's an economic development project, the state still has a review process and make an independent determination.

RESULT:	**DEFEATED [3 TO 4]**
MOVER:	Kristin Bryant, At-Large Councilmember
SECONDER:	Bhuwan Pyakurel, Councilman
AYES:	Bryant, Strickland, Pyakurel
NAYS:	Cotner, Baker, Salvati, Lawson-Rowe

A MOTION TO APPROVE A RESOLUTION AUTHORIZING THE MAYOR TO APPLY FOR A GRANT FROM THE OHIO PUBLIC WORKS COMMISSION (OPWC) FOR THE WAGGONER ROAD PHASE I (EAST BROAD STREET TO PRIESTLY DRIVE) IMPROVEMENT PROJECT

Director Dorman
This is a grant that we come to Council for basically every year. There is a minor modification we want to make to this. As opposed to Broad Street to Priestly, we are going to be doing Priestly to Main. The City has applied to this in the past multiple times in varying levels of completion and design. At this time it would include a leisure path on one side, sidewalk on the other. Pedestrian signal crossings at intersections. With the MI development that's occurring at the corning, the Spring Hill Development and any development in the future, were trying to find the best way to improve pedestrian facilities and improve the safety of the road. That's the biggest thing we are dealing with right now. We had a fairly significant accident last year on Waggoner Road with a motorcycle and a car. The curvature of the road has been an issue as well, so we will look at modifying that in some areas. We are looking at grades in the road and putting some curb in the road which would help tremendously with drainage. We are looking at lighting and some minor landscape improvements also.

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Councilmember Cotner
This is Priestly to Main, to clarify? And were 0 to 3 on this?

Director Dorman
Yes. I wasn't here previously for the others but the county engineer has agreed to support this and give monitory funds if we get this one. I know the township and school district are very for this as well.

Councilmember Cotner
And they all were last time too. Maybe now we have better financial effort on our part. I'm optimistic, I think before kept making progress each time. Almost to the point last time where we thought we got it. Double checking numbers, 9.6 million? The engineer estimate is 9.6 million, is that where we were before?

<INAUDIBLE ANSWER>

Councilmember Cotner
Ok, this is a 25% grant. The 75% which is 7.2 million is paid by the City? Auditor Cicak, if we get that loan are we good on our bond rating? You are comfortable with these numbers too?

Auditor Cicak
One of the things the Mayor, Attorney, Development Director and I talked about in the past is financing Waggoner Road with the TIF money from Spring Hill. It would make me feel better if we added language to that effect if we get the grant. I think this is just a motion to apply for the grant today.

Councilmember Cotner
Just trying to talk things through a little bit and get the information out there.

Auditor Cicak
Nothing makes me feel better more than knowing there will be money there to pay that specific bill.

Director Dorman
I believe I attached the estimate as well.

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Mayor Begeny
Just to add a couple details that are different than the last time. This time we are working well with EMH&T for their recommendations for approval. We did miss the first go around by 1 point and then the next time it was by an additional couple of points. By breaking this up into multiple phases the way we are is one of the benefits to it. We also have additional contributors on this project, MI Homes being one them. Director Dorman was nice enough to not spoil the amount that Franklin County is contributing to the project and left that for me. The amount is 1.7 million dollars that they will be contributing to the project. In addition to just under $300,000.00 from MI as well as a contribution from Truro that I am going to be formally requesting later on this week. When you have multiple entities contributing to a process like this it will add multiple things that we did not have last time for that point value in there. In addition, the TIF that we developed last year for MI creates additional phases. For every phase that comes out, the money will We actually had it designed, if you recall last time that Waggoner Road project would not begin until we hit a certain benchmark, second phase, third phase and so on. With the MI development moving faster than expected with the housing boom, they are well into phase two, which covers majority of the cost for the second phase. The first phase is lower than the 9.9 million that was commented on, the first phase is actually 6.6 million in addition to the 9.9 on the back end. In addition, I'm sure that the cost will go a little higher than that with some of the improvements and materials cost. But the first thing with this is to get the surveying done, exactly how much right of way. Half way would be all the way across. There are a number of things in this that make a much more attractive application, specifically the commitment from County Engineer, monitorial and passionately. Usually we are calling them for things, this was one of those times where they kept calling us and saying when are getting on the list? I think this is a much better go around on this one.

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

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A MOTION TO APPROVE A RESOLUTION TO ADOPT AN EXPANDED REYNOLDSBURG CITY POLICY SUPPORTING MINORITY AND WOMEN-OWNED BUSINESSES AND TO DIRECT ACTIONS BY THE CITY ADMINISTRATION TO INVESTIGATE, RECOMMEND, RESEARCH, AND DRAFT A PROPOSED EQUAL OPPORTUNITY ORDINANCE FOR THE CITY OF REYNOLDSBURG

Councilmember Strickland
Last year I started investigating how we can bring small mom and pop businesses here to Reynoldsburg for women and minority business owners. Two, I was wondering how well are we doing at a City attracting these business owners. Women and minority owned businesses are underrepresented in our economy. That's why I am doing everything I can to increase access to capital for women and minority business owners. Entrepreneurs take a vital role in economic growth and community development. Not only because they are productive members in the economy, but they help create the same opportunities by creating jobs. When minority entrepreneurs thrive, it trickles down as a positive impact on the country, state and City as a whole.

Councilmember Strickland reads the motion into the minutes.

Councilmember Baker
I support this legislation, I helped Councilmember Strickland with this legislation. The gentleman who brought up about making on for veterans, I do believe that's in the plans but it something separate, I could be wrong.

Attorney Shook
It is separate, we are working on a grant process where we can support and aid for women, minorities and veterans. That is something that the City is working on.

Councilmember Baker
This came about because women and minorities have a hard time finding support for businesses. Historically, they tend to get higher rates when it comes to trying to get loans for businesses. From the City of Respect we should stand up and help them do business here. It always been said that small businesses are the back bone of the community. The majority of mall businesses employ people too. This will help them get a leg up to open that small business. I couldn't fathom opening a business only to be told no because of your skin color or gender. It has happened, there are documented incidences of this

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happening. Here in Reynoldsburg I am glad we are standing up and saying come here, we are going to help you.

Councilmember Cotner
To clarify, this does not involve allocation of funds. This resolution is trying to direct the City to work with women and minorities. Is that correct?

Attorney Shook
We are looking at two separate things here. A grant program to provide assistance to those businesses, similar to what we did last year with the small business grant from the CARES Act money. It's my understanding that the money would come from the stimulus money that is coming from the government. That is the grant program. This resolution is to focus on the use of women and minority owned businesses as vendors for the City. As companies that we work with for our particular needs. There are cities in Ohio and around the country but they are bigger budget cities. It's a little bit of new territory for a city our size. WE are making sure to look at whatever legislation we craft and present to Council is legislation that will fit our City.

Councilmember Cotner
This resolution is putting the onus on you all to craft something that will empower women and minorities to work directly for the City as contractors. This opens a door a little bit wider. This isn't funding or a grant.

Attorney Shook
This is more permanent than a grant program. A grant program won't happen every year. This is something where we contract with vendors every year from various departments.

Councilmember Cotner
I think the challenge will be to craft something over the next 90 days to be written, when we get bids, lowest and best, we aren't taking into account, lowest and best with taxpayers dollar, and gender and race. How are you seeing that? How does that fit with law and what our charter says?

Attorney Shook
Fortunately, our charter provides flexibility to awarding contracts to lowest bidders because we use the language "and best". It's that word best that gives us the flexibility to choose what's best for our City who is perhaps not the lowest but are the best. There is a

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challenge there and we will work hard over the next 90 days. That's why I asked for the 90-period to make sure we have enough time to research and find the proper language for this legislation.

Councilmember Cotner
I think Mr. Luzader makes a good point to include veterans, we are talking women and minorities. We are still in Pride Month, LGBTQ community, is there consideration for that community as well.

Attorney Shook
There certainly could be, that is up to Council. I think with minority and women owned businesses, one of the things that makes that a little easier to get that off of the ground is that the state already has a certification process and standards by which they certify minority businesses. We have 9 certified women owned businesses in The City of Reynoldsburg. We have 11 state certified minority owned businesses in the City of Reynoldsburg.

Councilmember Cotner
Thank you, I would like to see how this evolves over the next 90 days.

Councilmember Strickland
To be clear, the reason why I brought this resolution to Council is number to keep us accountable. To make sure that we are doing our due diligence to minority, women and those that fall in that category. It has already been mentioned regarding veterans, something could come down later during the pipe. I really want this to be focused on what I presented. Secondly, I want to make sure that as new businesses come into Reynoldsburg, that we are assisting those individuals. That will come from the grant money when we get that allocated and then there will be a particular process that we go through, similar to what we did before.

Councilmember Lawson-Rowe
Thank you for offering the resolution and the robust conversation we are having. I would like to thank the City for these opportunities we are exploring an opening up. For instance is the City has bids for project x and often time as women and minorities, when there are opportunities available, we hear that there is no one from that community that is interested or available or that has access. I think having these conversations and work sessions for the legislation, celebrates that there are opportunities. Being considered

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doesn't mean that women or minority owned company would get the job but at least they are at the table. I'm celebrating that, then perhaps there will be a women or minority owned business that can offer whatever services that the City needs at that opportune time.

Councilmember Strickland
When we talk about baby steps, let's be clear, we have continued to do these baby steps and so it's time for us to make leaps and bounds to make sure women and minorities are at the table. For so long we haven't been there, so I want to make sure we are giving the opportunity to be there.

Councilmember Baker
I agree. How many times here in the City of Reynoldsburg has a woman or minority owned business been at the table, I can't recall any, if anyone here knows? And even if you can count on one hand that's a shame in this 100 year old City. The time for baby steps is over and let's drive forward. I am interested in seeing what Attorney Shook comes up within 90 days.

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

Reports

Clerk of Court Report

CLERK OF COURT REPORT

Clerk Prasher
The Clerk of Courts collected money from the court dates of May 6, May 13, May 20 and May 27th, in the amount of $16,673.00.

RESULT:	**READ INTO THE MINUTES**

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Auditor's Report

AUDITOR'S REPORTS APRIL, 2021

Clerk Prasher
The Auditor Department submitted a report for the month of April.

RESULT:	**READ INTO THE MINUTES**

West Licking Fire District

WEST LICKING FIRE DISTRICT REPORT

Councilmember Baker
As you can see in your agenda, the stats for May. Once again the West Licking Fire District is doing an amazing job in response time. We all know that West Licking County has really grown in population and development. They are doing a great job getting to people when they call in for emergencies, I want to thank them and it reflect in the agenda.

RESULT:	**READ INTO THE MINUTES**

Development, Parks & Recreation Committee

This is the Development, Parks & Recreation Committee meeting for June 28, 2021.

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

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

Director Bowsher
This is a living document and we need to continue to make minor changes to make it work better for the City. I am going to go over a quick time line of where we are at. Tonight's meeting would be the first reading, the second will be the first meeting in July. There is going to be a work session this Thursday at Planning Commission. Planning Commission won't take a vote on it until the 21st. All letters of requirement for public notice have been sent out and pushed into the mail well into the 30 day deadline. You will see it the final Council meeting of July before your recess. We talked about the Development handbook and we are in fact working on that. It's a little confusing because it shouldn't be called a development handbook but yet a developers handbook. It involves a lot of service and engineering. We are working with EMH&T. It's a 3 year old document but it does not have all of the code information in it from planning and zoning, so we are changing it to make sure that it is. That is a separate issue than what we are talking about tonight. We formulated a committee that was the Mayor, City Attorney, myself, staff, BZBA, Planning Commission and Councilmember Salvati. The goal of that was get everyone together to start discussing open topics that we would like to move forward, obviously this would also have to go to Planning Commission to get a vote on. First is medical marijuana. The definition of what we are seeing it as is pretty ambiguous. We always side with the applicant when we get to that point. The goal is to not allow it to be a general pharmacy but to understand it. We are defining it in the zoning code as it is a real thing that is out there as the state has defined it itself. We need to make sure we are doing the same here in the City. I know City Attorney Shook has an ordinance after this one so I will bypass any other information. We took a look at getting a credit for a green space. We had been getting credits for open detention ponds green spaces. The goal of that is being that we are ok with said credit for additional green space or allocation on a property. With that being said the green was going to include a few items. Either it was going to include fence, natural landscaping. It becomes an amenity to the development instead of just a hole in the space that is filled with water. The idea being mean that the Planning Commission will make that recommendation when the site plan comes in and whether or not to award the 10% credit. Next, you don't have it before because we are still working on it and getting feedback from Planning Commission on additional design requirements for residential districts. We're talking about doors, windows, different design aspects. We have a very

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thorough one is our Old Reynoldsburg District and our commercial districts. This one is to give a little more teeth in our residential areas. We have not had issues coming up but Planning Commission has done a nice job of asking for specific things from various developers and we set that across the board. Additionally we talked about commercial signage, window coverage. These were things brought up by our Planning and Zoning Administrator, Ms. Wheeler for some minor changes and tweaks within that. We are eliminating the zoning permit for roof mounted solar panels, the reason for that is we already have a building permit for that because they have to get an inspection for a roof. Basically, we were double dipping and we are not trying to make people pay twice. We are keeping the zoning permit if people would like to put their panels still into the ground. We also added a building height transition requirement. That is to protect single story, single family homes from multi story density type of uses like apartment complexes or town homes, anything that is over two stories. What we did was allow 40 feet with said height transition a credit of 150%. It's to balance that out a little better then what you may see in some other areas of the City. You may have seen that in some of our Insight Districts. We got rid of them insight district because it didn't make sense in the commercial districts. We took that same concept and added it to the residential areas. Additionally, we talked about this very early on about creating an overlay district for the Huber homes. We took a look at that and we didn't know how we would like to view it. We broke it down into a couple phases. One we are creating this overlay district, it's still going to be a suburban residential Huber Homes. It will be outlined one on the map and will have additional certificate of appropriateness. The home on Retton Road that comes up on Facebook quite often and in these chambers, we do not want that to come up again. The goal is to protect that character that is there in the Huber Homes and to ensure that home that does get built into that area basically coincides with the existing homes. They will have to get a certificate of appropriateness, they will have to get approval from Planning Commission, even if it is already an allowed use, single family home. We will definitely be taking a look at the height restrictions as well. The old code and building section allowed for two and a half stories. Which currently is why that house sits the way that it does. The problem has been exasperated because they have not completed the building. It is a problem that is just compounding, we want to make sure we are going to do something about it now. Additionally there are already some of the changes that we have made that the Mayor has implemented with staff and that is major site plan. So we are including a 21 day application. Typically it was 14 days, however we are giving an extra week for staff that includes the City Engineer staff report. It's a very important document because we want to take a look

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at storm water retention and look at different types of calculation. If we want to take a look at a traffic analysis. We want to make sure that our City engineer is looking at those and not someone else's engineer that is going to give us either misled information and make sure it's correct, we are giving ourselves an extra week for major site plans. We did not have small format grocery listed as a definition, so we have added that. There wasn't an office use for Old Reynoldsburg neighborhood district. Typically, where you're going to find that is Lancaster. There are a couple office plazas that over there, they would be a legal non-conforming use right now and wanted to make sure that hose were legal conforming. We took a look at the Developer Handbook. We actually brought in the City Engineer and look at residential driveway width and materials used. What does it look like if someone is going to be dedicating back road, we definitely got into the weeds on some of those. Obviously that is going to lead to more changes in the development handbook. We also removed the glass requirement for inside, it was a 60% requirement. It probably makes sense on the front of a building but when you blatantly say 60%, its all sides of the building. Typically a back side of a community is where mechanicals are. So we just got rid of that as well. Commercial lot width, there was a typo error there. We also added back from the old code, it just did not get pulled over are portable storage units or pods. You're actually not allowed to have those in the City as it currently stand but we are allowing a time for those, especially as people move. Let's talk about the map real quick. That's the next biggest thing and maybe have some questions about. We are making three map amendments. The last time you guys saw this situation. There were no map amendments at all. I think this got attached to everyone packet this evening. Three major changes. One was toward the north Lancaster, the end of our City boundary up near Broad Street. There I currently a veterinarian hospital that is located there, it was zoned originally as community commercial we feel that it is in better alignment with the insight district and actually in that area that is an allowable use for a veterinarian hospital. I think it was an oversight when we did it. There is no other Community Commercial in the area, it's surrounded by residential. There is closer insight district closer to Dynalab. Based on those uses and other conditional uses that we have, it gives the City a bit more teeth on what could be there after the fact. This is just us preparing ourselves as if it were to happen. It allows us to be able to dictate a little easier. It aligns better with how we see uses being there. Additionally, we came and found that there is a parcel that was split a long time ago over on Oak Valley, that actually came up on our BZBA meeting. Where it was both insight and suburban residential. The gentleman wants to build a few homes out there. He will still probably need to go for some variances but

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we wanted to clean where that aligns because it's not two separate parcels anymore, its one. So we are rezoning all of that. Finally, there is a lady that would like to re-zone a parcel, this is also part of a BZBA, it happens to be on East Main Street, it's 8300 East Main Street. It used to be a very old home that was built and established in the 1800's. It was on septic and well. It caught fire a couple of years ago. She would like to build an A frame home that is out there. She did not get approval, she removed her application from BZBA. It's a $1400.00 fee, and that is very large for someone that is looking at one parcel. So what we have decided to do is we included that into this packet allowing City Council and Planning Commission to make up that choice. We can always take it out if you deice to not approve that, but we are putting it in there. It would be surrounded sole by the insight district as well. Those are the three map changes, nothing huge. It's a totally of 4 to 5 acres that are in these map changes and really were just doing clean up.

Councilmember Baker
We knew there would be changes done down the road because it's a living document and we need to do clean up along the way.

Councilmember Cotner
It doesn't seem like major issues but it does seem like a time crunch on this. There has been a special meeting called, Planning Commission is meeting. Is there a clock ticking on this?

Director Bowsher
The Council meetings will go through the normal 3 readings. The problem is we want to make sure we are giving ample time, City law in our charter states that we only have to give 7 day notice, however the attorney and myself had numerous conversations and recent case laws of the supreme courts dictates you should be given 30 day notice. We are a home rule state that was over ruled by the Supreme Court case so we are just making sure that we are giving ourselves 30 day notice when we put those out. We missed this Thursdays meeting deadline, so what we did was set it up as a work session. An extra day that you typically wouldn't get for people to come out and speak on it and then we called a special meeting on the 22nd that we voted on. But it still follows the same timeline through City Council. There is no rush or emergency language. It's going through the same timeline, we just had to have that special meeting.

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Councilmember Cotner
That bring up another point, do we need to clean that up? To give 30 days, do we want to get that cleaned up somewhere along the way?

Attorney Shook
That's a little difficult because case law is changing consistently the state of Ohio, some of which are targeted at home law. Consequently we don't necessarily know where home rule begins and ends. With some recent case law from the Ohio Supreme Court suggesting that even some of our procedural rules will be subject to state law where it effects property rights. Out of an abundance of caution, followed the Ohio Revised Code time frame as compared to our charter time frame. Just to be safe.

Councilmember Cotner
You're comfortable generally speaking to keep it 7 days other than when were able to do 30?

Attorney Shook
No, we did this in the fall and even last year when we passed this whole new zoning code, we did 30 days just in case and we will continue to do 30 days to be safe.

Councilmember Cotner
The vet clinic, is it just the one parcel and will now be an insight district.

Director Bowsher
Yea, it's a two acre parcel just up to the edge, it's surrounded by residential, the comp plan called for residential medium, which would be apartments for town homes. Given its current use, we wanted to make sure it aligned better within the existing code. WE didn't feel community commercial would align with the surrounding potential but innovation would align with the current use and any future use potentially on that space.

Councilmember Cotner
Then if the vet clinic ever retires or says they are done, someone else would have to fit into the insight district?

Director Bowsher

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Correct.

Councilmember Cotner
The 8300, I watched that meeting, she pulled that?

Director Bowsher
Yes, she withdrew her application. What she was asking for was a use variance and based on the zoning code, you as City Council have regulated that's what you want a certain thing to be. We felt that was overstepping the bounds on that, City Attorney took a ruling on that. The Oak Valley one, it's really circumventing the entire process and needs to go through a zoning code change and since we were already in the process of doing that well before she submitted the application, we just felt it was easier to take both of those applications and put them on and if those were things that we did want to see changed, then we would at least let it go through that process and not charge someone additional money to go do that.

Councilmember Cotner
Yes, it makes sense for that to be residential back there. When talking about height of buildings, Seems like this one is a little too late for example, the apartments next to the church that are going to be significantly higher than residential that comes right back behind it. Will this help prevent some of those things in the future?

Director Bowsher
Great question. So if it was the existing application, that was 3 stories next to the one story, then yes of course this would help counteract some of that. When they changed their application to two stories and they pushed their set back off of the single family properties, they would then conform to that and it gave a little more breath to them to be able to do so. But it is to prevent future incidences like that of them getting approved, especially a standard single family. We have no other residential medium zones that can be developed on. The ones that were really taking a look at are the ones that are potentially even further out east than the Eastwood Development project and other areas like that. And ensuring that we are not going to cease something, if for whatever reason somebody came in and bulldozed some land and they built next to say Huber, they wanted to do three stories and push it all the way up. The goal of that would be that they need to make sure they are stepping it and they need to show proper height delineation between the buildings and bringing it further off of the set back. It's more than just the regular code.

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Councilmember Pyakurel
The 14 to 21 days, is that permits as well?

Director Bowsher
Just the major site plans. The rest of the applications will still do the 14 days. Anything subsequent after that major site plan will get 14 days if they need to resubmit for whatever reason. The 21 days is not necessarily for the staff here at City Hall but also the contractors, our City Engineer. To give them an extra week of time to be able to review. It also allows us to get the information out to planning commission much earlier than 7 days. If they have any questions, comments or concerns, thing that are egregious, they can get back to us a lot earlier. We're making the process a lot more user friendly because were allowed to put a lot more sets of eyes on a certain document, then just quickly trying to go through something. So, though our processes can be business friendly, we want to also make sure that we are being good stewards and that we are checking applications very thoroughly.

Councilmember Salvati
As far as those two map changes, since were in the Facebook Live time because of Covid, the last BZBA meeting, if you didn't get the chance to watch it, those two items were discussed in very minute detail. It would be a great primer for when we may get to the point that we have to vote on that. If you haven't had a chance to watch that meeting, it was a good one.

Director Bowsher
The few residents that did come out for the Oak Valley one were very much in favor of it being only residential. It was a win for the residents surrounding as well.

Councilmember Baker makes a motion to forward the ordinance to Council for a first reading. Second by Councilmember Pyakurel. Motion carries.
An Ordinance Establishing Chapter 785 Medical Marijuana Facilities of the Codified Ordinances for the City of Reynoldsburg

Attorney Shook
This goes hand in hand with the zoning changes that were presented. Obviously, a couple years ago the general assembly in the State of Ohio legalized, with significant conditions, the use, production and dispensing of medical marijuana in Ohio.

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Consequently, it's anticipated that the City will be presented with potential commercial activity that will be designated as medical marijuana. Activity as a processor, dispenser or cultivator and code didn't address that. We have defined as pharmacy. Our obligation when we are enforcing or interpreting that code, is to interpret it in favor of the applicant or property owner. So if it's vague, the tie goes to the property owner. The medical marijuana dispensary would have fallen under the broad term of pharmacy presented by our zoning code. We wanted to make sure that we were taking some control over the situation. Similar to what other communities have done in Ohio since that law was passed. We are proposing and presenting chapter 785, which would license and regulate medical marijuana facilities. In addition with some of the zoning code changes, we have identified some commercial districts where medical marijuana facilities might be allowed. They are all listed as conditional uses, which means that they need BZBA approval, even in those districts where we have decided that they might be allowed. We have put on conditions in the zoning code under section 1105.13, factors that would need to be applied by the BZBA in determining whether to approve those. Those factors include location limitations, a facility cannot be located within 500 feet of another medical marijuana facility. It cannot be located within 500 feet of a park, residential district, school or park. In addition, this is a significant provision that the exterior of any medical marijuana facility would need to be properly screened so that its activities, with exception of any administrative tasks, occurring inside the facility, could not be seen by the public within the right of way. We wanted to make sure they couldn't tell exactly what was going on in there. It is also for security and public safety reasons. We presented what I think is a pretty comprehensive approach, both in our zoning code and in our business regulations to how we would approach these potential businesses coming in to our City.

Councilmember Baker
Ok, sounds like we are just trying to get ahead of it before it happens, which is a good thing.

Councilmember Cotner
I am glad to see a lot of work put in it and restrictions to make sure and I think its great plan but I have one concern. You obviously know the law but the last item of implied consent to search. That seems a bit governmental. If they are a legally operating business, state of Ohio are saying they are legally allowed to operate, are we over reaching by saying our Police can go in at will at any time?

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Attorney Shook
That is an excellent question and that was a question also raised by one of the members of our working group. This is what we can a quote unquote pervasively regulated business. The United States Supreme court allows for administrative searches of those kind of these types of businesses, even without a warrant. In fact, the state of Ohio under chapter 3796, code where they legalized medical marijuana, also has a similar provision by where the Department of Commerce is able to inspect these premises. The reason why we put one in for the City of Reynoldsburg, even though there is one for the state is that we have found at times the state can get a little backed up. We found that for example with some gambling operations in the City, so we had to engage in some municipal self-help efforts, without being able to rely necessarily on the state.

Councilmember Cotner
I get that. I know any regulated business, mine for example, I have an annual inspection and I don't know when they are going to come and show up and I get that but it just still worries me a bit. I think we are pushing in that a little more when we are saying the Police Department has a right to show up at their business and search. I think there is still has to be a reason that we are going in. I think we are pushing a little on that last point of it.

Attorney Shook
I totally understand and appreciate that concern and if Council wanted to scale that back, I don't think that would be an unreasonable request.

Councilmember Cotner
Even if there was a way to modify, not as much scale back. It just seems to me, the way it's written, if they are a legally operating a business dispensing medical, whether we like it or not, it's a legitimate business dispensing a medical product. That worries me that we can go in at will. That's a slippery slope there.

Attorney Shook
I understand. I think it probably sounds a little but worse when we're talking about the Police Department administering this particular chapter. In researching what other cities have done, they usually put that responsibility on their Safety Director. We don't have a public safety director here mainly because there is no fire department, so

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there is no need to have an additional administrative staff. It looks different when you say police department as opposed to administrative search.

Mayor Begeny
Deputy Chief clarified that this provision is also allowable for liquor permits as well. It's not anything that isn't already happening at establishments that sell alcohol.

Attorney Shook
Yes, they are a pervasively regulated business.

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

Public Safety, Law & Courts Committee

This is the Public Safety, Laws & Court Committee meeting for June 28, 2021.

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

An Ordinance to Amend Section 505.17 Nuisance Conditions Prohibited Limiting the Number of Domesticated Animals Kept in a Residential District

Attorney Shook
This is why I presented a draft of section 505.17, subsections d and e. relatively consistent with some of the discussion we had at the last City Council meeting. I have also had the opportunity to have discussions with members of City Council generally and with committee specifically. What's presented is not proposed to be a final draft. It's presented to be furtherance of the discussion we had at the last meeting. At this time I would ask the committee to make a decision about whether they want to move this legislation forward or table it temporarily or permanently.

Councilmember Bryant
I have reflecting on this a lot since our last meeting. I think the intention is avoid another Scenic Drive and I think that's a wonderful intention to have. I was a little

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concerned that it would legislation to prevent something from happening that has already happened and have it happen again. I was a little disappointed to hear from one our community members commenting at the beginning of the meeting that, that was not an isolated incident. Which is unfortunate and disturbing. As a pet owner myself, I don't know that I would anybody telling me how many I can have. With that said, we don't want our residents, neighbors, friends to be able to enjoy their backyard because anything I do on my property should not extend across the property line. Which includes smells and sounds. I don't know that I like a set number, given the wide variety of housing here. A house in Brookside probably can't house the same number of animals as a house out off of Taylor Road. I would be inclined to say if we are going to limit the number of pets we allow a resident to have, I feel like it should be on a square footage basis. If you have a house on Taylor you are more likely to have 2000-3000 verse a house in Huber maybe where most of them have around or under 1200 square feet. Yes, so I have mixed emotions about doing this because we do have responsible pet owners in this town who are capable of caring for multiple animals. I don't know if we necessarily need to be in the business of regulating the animals in people's homes as long as what they are doing in their home is affecting their neighbors adversely.

Councilmember Pyakurel
After the last council meeting I went to 6 resident houses in my ward and none of them have any idea what we are talking about. 4 of them were saying 5 is the right number and the other 2 said its none of our business, we know what to do. I did not give a number, they just gave their point of view. I still want to go back and talk to more people about what they want to say.

Councilmember Lawson-Rowe
I too am not an expert in terms of number of animals in a home. I have one dog. I asked neighbors and received their feedback. One young woman who is an animal lover, studying to be a veterinarian. Her first comment out of her gut was 5, as we furthered discussed, she shared that in terms of different animals, for instance cats, they are much more independent. They seek their own food. If they are out in the wild they travel in packs of 12 or 15. She was educating me. I have some notes here that I wanted to make sure I shared. She also talked about, in the case of having an animal that has a litter of puppies or kitten, would they have an opportunity to raise them to a certain point before they would be in violation. I know we discussed that. She also had another point she shared in terms of counseling. Would there be any sort of

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counseling if someone is in violation. Would be able to refer that family to some sort of counseling if they were animal hoarding or not caring for animals. She also brought up the point we discussed of those being grand fathered in. How would be keep track of neighbor A having 1 dog and neighbor B having 6 dogs, would this be a self-reporting to the City and how would we keep up with that? These were just points she brought up for us to consider.

Councilmember Cotner
The woman who spoke earlier about the German shepherds, she specifically said it was a kennel. Selling those dogs was the implication, not that they were the pets. Where is the differentiation?

Attorney Shook
Yes, a boarding house or a kennel is going to be a person or company engaged in some fashion of commercial activity. Whether it's housing them for a price, babysitting, or breeding them on the premise and selling them. It can be difficult unless they are out in the open about their commercial activity. I don't want to speak specially to that situation because we are aware of it. I think as the speaker mentioned, we have taken some enforcement action. It's still in more of an investigation zone. It can be difficult unless they are open about holding commercial activity on their property. Getting back to Councilmember Lawson-Rowe's point, with the resident she talked to, this law would be very difficult to enforce. There are a lot of laws that are difficult to enforce but the ones taking place inside the home are exceptionally difficult. We don't catch every speeder, thief or solicitor who is out without a license. Those are offenses that occur out in the open. This would be a difficult law to enforce and it would only be enforced in those extreme situations.

Councilmember Cotner
Speaking of extreme situations, the situation at Scenic Drive, these were real people not just a house with a lot of animals. The pictures shown were not just a lot of animals but a clear picture of some hoarding challenges that they faced. Unless were willing to help them, it seems very difficult to say to an individual that's responsibly owning their pets, this is the number you are allowed to have by your government, I think we are stepping into an area that we shouldn't be. If they are hosing animal feces into the back of the yard then I think we can do something about that, but placing numbers is not what our government's role is. But making sure we enforce animal rights, and neighboring property owners' rights, there is a better way to go

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about and press that way. The professionals I spoke to this last week, I didn't find one animal professional who viewed this as a positive step for pets or people. Questions came up of well how many people can live in a house, how many generations can live in a house, how many gerbils can they have? And again, the multiple professionals that I spoke to about what a number looks like, they were indignant that it was wrong that we try to place a number. That made me think a little stronger on that and people in these situation need help more than us telling them how many pets they can have in their family.

Councilmember Salvati
I too have given way too much thought to this issue, especially as a non-pet owner. One of the things that has been mentioned a number of times is the size of the house. A person in a mansion could not be responsible for one dog, person in a small house might be able to easily take care of 5. So my approach began to be I don't want to get into any of that. People counting their neighbors dogs to see if they have 5 or 6. At first, I went all the way to I just didn't want this at all, because I thought we have other statutes like nuisances laws. So if they have smells, I would think that would constitute a nuisance, if dogs are barking at all hours, if the dogs are fighting one another on a zip line, that would be animal cruelty, we are going to be able to enforce other things. I went back and forth. Is this going to be one extra helpful thing? If I am going to support anything, it's going to be a number above anything that is absolutely bad. No one should have more than x number of dogs, period. I didn't know what that number was. Or the number I came to and if we voted on this legislation, that I might vote yes, I said 10 to 15 dogs and cats. I struggle to see any home in Reynoldsburg being able to have more than 15 or so animals without that raising an alarm. That was a number I mentioned to Attorney Shook. No more than 10 dogs, 10 cats, no more than 15 of any kind of animal. That's where I ended up, if we end up tabling this or not doing it all, I wouldn't be that sad about it. If this does come to a vote and the number is the 10 to 15 or 20 range, I would probably be supportive of it but absolutely no lower. I just don't want people counting, I want to know it's a problem.

Councilmember Bryant
Thank you. You're actually pretty close to where I ended up in this as far as numbers. About Scenic Drive, I think we can all agree that 40 is too many. I think we can agree 22 German Shepherds on a rope is too many. 18 is probably too many too, and that's why this is a problem. That's why I reached out to Attorney Shook last week to say is this something we really need to do. I feel like putting a number on this would be

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suggestive. I know what my house will hold, but I don't know what anyone else's will. I am inclined to say we should pass on this for now.

Councilmember Baker
Putting a number on this is a hard pill to swallow. It's like if a family wants to have 20 kids, why you would want to, I don't know. Child care is through the roof. They are allowed to have 20 kids, however by law you have to show that you are responsibly taking care of the children. Some people treat dogs and cats like members of the family, which technically they are. There should be something we can do where we are not limiting a person's right to have 10 cats or dogs without stepping on their rights but protecting the animal or neighbors from smells. Hopefully there is something we can do. This legislation needs some work, table it until we can come to a consensus. Something does need to be done.

Councilmember Bryant
Attorney Shook part of the conversation we had is that it's like trying to enforce a speed limit with no speed limit. I caught a little bit of the speaker when I was coming in but it sounds like they were pointing out a number of sections in the regular animal and fowl code that do address nuisance factors like noise. When we overhauled the chapter a couple of years ago, I think 15 minutes of sustained barking is sufficient to make a call to the non-emergency line.

Attorney Shook
Also a very difficult law to enforce. Even an offense like speeding where we have an objective number to use and our officers have tools and people commit the offense out in the open, those can even be difficult to enforce. Most have difficulties in one fashion or another.

Councilmember Bryant
The intention is good, we don't want to see another house like Scenic Drive but I struggle to put something like that in place when everybody knows their own financial abilities and space in their house. Do you have other ideas?

Attorney Shook
One thing we have talked about is whether we have a need for an animal control officer. Someone who is specially trained in these kind of situations. That's an ongoing conversation but one of the things we generally agree on is that there is not a

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need for a fulltime officer. Maybe a way to combine those responsibilities with a code officer. I think we need one two more code officers anyway. So that is another route that we can take the increase our enforcement capabilities.

Councilmember Bryant
I think I like that idea a little bit better.

Mayor Begeny
I've had that conversation with the Mayor in Whitehall and that's the process they use. It's basically part time code enforcement, part time animal control. IF we were to add up the number of calls outside of Scenic Drive that we have had for animal complaints, it's probably less than 5 in the last 16-18 months. However, there was one today about foxes. The video that came across was cute but I don't think they want the foxes around anyone else. Then you have the challenge of finding someone who is qualified, it's just not common having that dual certification.

Councilmember Bryant
Thank you. My understanding is that we had a part time animal control office until about 10 years ago. When we redid the animals and fowl chapter under the old administration that we explore the return of an animal control officer, ideally on a part time basis.

Councilmember Lawson-Rowe
Some neighbors are rescue animal lovers and they rescue different types of animals. That would be something else we would have to consider in the number and timing and so forth, if at all.

Attorney Shook
Yes, that's something that was put in the latest draft, there are exemptions and so forth. One for dogs and cats under the age of 6 months, one for dogs and cats that are kept and harbored, pursuant to a rescue agreement with a shelter or a humane society. Another exemption for the dog or cat that is kept or harbored at the date of the ordinance. Those are the three exceptions that were built into the draft that was presented.

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Councilmember Bryant
I am going to move that we table the ordinance to allow for time to inquire about an animal control officer. I do feel like we have a pretty comprehensive chapter on animals and fowl. Which is not to say it shouldn't be subject to change or amend. A lot of those matters in regards to nuisances can be dealt with, with what we already have.

Councilmember Bryant makes a motion to table the ordinance. Second by Councilmember Lawson-Rowe. Motion carries and the ordinance is tabled.

An Ordinance Authorizing the City Auditor to Remove Equipment from the City's Fixed Asset List of the Police Department

Deputy Chief Grizzell
Yes, this is the old paddy wagon that is out there, its 27 years old, over 75,000 miles. It's been used for various roles on the department. Surveillance at one time. Recently it's been used for prisoner transport. When we have a very resistant, combative, violent person. It's really not safe anymore at this point.

Councilmember Baker
Is this the paddy wagon with the 1970's light?

Deputy Chief Grizzell
Maybe, it has all of the old logos on it.

Councilmember Bryant makes a motion to forward the ordinance to Council for first reading. Second by Councilmember Lawson-Rowe. Motion carries.
An Ordinance to Repeal and Replace Ordinance No. 121-19 Authorizing the Mayor to Enter into a Contract with Equivant for Courtview Software, to Waive Competitive Bidding, Appropriate Funds, and Declaring an Emergency

Clerk of Courts Leslie Clark
A couple years ago I came before Council to ask for new software for our court computers. The computer software was supposed to be implemented in 2020. The company Equivant fell behind and then Covid hit, so we did not get it in. We do have money that was appropriated that we use for the yearly maintenance that we still have

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in our budget. You had asked about public access and ability to pay online with our current software, we did get a quote and that's included in the packet. There are very little changes to it. The change is adding of a hosting fee. We will use the cloud for a server, which was recommended by the IT Department. Other than that it's basically the same contract from the previous.

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

Public Service & Transportation Committee

This is the Public Service & Transportation Committee meeting for June 28, 2021.

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

An Ordinance to Amend Section 1399.05 Exemptions to Vacant Property Registration of the Codified Ordinances of the City of Reynoldsburg

Attorney Shook
This is a minor change to our vacant property registration ordinance, which has worked very well over the past year since Council passed it. This is to give discretion to the Service Director who over sees the program. To grant exemptions where there are no observable exterior code violations. Then there are other circumstances that might warrant an exemptions so that people property aren't on the vacant property registration. We had a couple situations come up through the registration process that might have warranted an exemption. We felt it necessary to give that discretion to the Service Director. That is the only change we are proposing.

Councilmember Strickland makes a motion to forward the ordinance to Council for a first reading. Second by Councilmember Pyakurel. Motion carries.
An Ordinance Authorizing EMH&T to Conduct Survey, Design, Engineering & Bidding Services Police Department West Parking Lot and Appropriating Funds Therefor

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Director Dorman
This ordinance as you know, we are trying to move before Councils recess in August so we don't have to have any type of emergency reading. This is in hopes of the CARE funding being released fairly soon. The Auditor spoke a couple months ago of appropriating these funds into a separate account that we would use for this project as well as the following one. Councilmember Cotner may be familiar in the past, other cities I have worked for, and it's fairly odd to have an open parking lot for the police vehicles and their personal vehicles. Typically, as they are bringing equipment to the cruisers and coming and going, as well as a Sally Port that connects to the Police Department. What we're looking at is getting a design for a fence that would go around the parking lot with access gates that would be used by card readers that we already use for their building as well. No new software. There is also a need to expand the parking lot. Chief Baker and Deputy Chief Grizzell and I have talked about this as well. Now that they are almost at full staff, which is great but there is a need for additional space. We would also like to move some City vehicles over there as well that are not currently secured overnight. This again would be for the design on the perimeter fence as well as expanding the parking lot, which would be to the north toward that parks and rec space that is not utilized. Another major improvement it would include is a car port. I provided some photos as an example, not that we proposing but just as examples. It keeps the cruisers covered during the winter months, they don't have to go out shovel, de-ice, and warm-up the cars. We would also have some security lighting under there as well.

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

An Ordinance Authorizing EMH&T to Conduct Survey, Design, Engineering & Bidding Services for a Traffic Signal Interconnect and Preemption System Along the Main Street Corridor (Brice to Waggoner Roads) and Appropriating Funds Therefor

Mayor Begeny
This comes to you from a number of concerns that the community has expressed for a number of years. Apparently there is traffic in Reynoldsburg, I did not know if you were aware of this. Occasionally, it gets backed up and that doesn't include when we have actual construction on Main Street. In anticipation of the America's Recovery Act coming in, I engaged in some brief conversations with EMH&T, our City

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Engineer to discuss the possibility of different ways we can improve traffic flow in the City. What they came up without getting too technical is wireless radio transmitters that will connect all of the traffic lights from Brice Road to Waggoner Road. It would allow for easier flow of traffic in and out of the City based on the time of day. So if your leaving Reynoldsburg in the morning, it's going to be a lot easier out toward 270, same coming in the other way. In addition, conversations with Chief Sharps with TTFD have come about with what is known as a preemption system. What you have seen is well all pull over to the side for emergency vehicles, the idea is the emergency vehicles could click something to turn all of the lights green as they approach an intersection which improves safety for all fire and EMS services. This could be the difference in life and death in all honesty with the timing and dealing with traffic. Reduces the risk with vehicles who may not be paying attention. Between those two things to improve everything on Main Street as well as the safety functions, this was the perfect use for the America Recovery Act funds. Given the amount of construction going on with the paving, we figure if were messing everything up now, let's keep going with it and get all of this stuff done at the same time. IF passed by Council the traffic counts and study would begin after school starts so they can get accurate of a count as possible. From there is just depends on the process and the time it takes to get materials, we would hope to get it done this year.

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

An Ordinance Authorizing EMH&T to Conduct Survey, Design, Engineering, & Bidding Services for the Graham Road Multi-Use Trail/Sidewalk Extension (Palmer Road to Livingston Avenue) Project and Appropriating Funds Therefor

Director Dorman
We talked about reusing our sidewalk funds and finding these missing links in the City where we have sidewalks that go to nowhere. This was a project that we have talked about in the past. This would be the sidewalk on the East side of Graham, right in front of Livingston House. It cross the creek and go up to the 5 corners. We had some great conversations with the Franklin County engineer office late last year as well. They control that bridge and they have been willing to do the design for the bridge and construction in house, they have their own crew. If you're lucky enough to get ahead of the schedule, they are willing to do some of that work occasionally. That

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will save the City quite a bit of money, the crossing is the most challenging part of this project. This will authorize EMH&T to go out and start doing the design work and survey work. They have agreed to share that data with the County engineer and they can use it to develop their plans. With a goal of going into design sometime next year.

Councilmember Pyakurel
Thank you. That has been, the bridge has been very difficult for the people. I think this is an excellent thing, thank you.

Councilmember Baker
This has been a long time coming. We have been trying to get sidewalks for a long time up Palmer Road with the residential and businesses there, there has been increased traffic. And for the safety of it, walking up and down the side of the road in the dirt. I'm glad to see this is happening and kudos.

Director Dorman
I think its important too as we start to program that park more and the Livingston House, we had the Artist Makers Market over there which was great and the concerts. Eventually there will be a need where the parking lot is not big enough and they will want to park off site somewhere and walk and that provides them that ability to just go and park. The metro park is such a key aspect of that area as well, we want to provide that connectivity.

Councilmember Strickland
I would like to thank you for collaborating with the engineers and coming together and having those conversations.

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

An Ordinance Authorizing EMH&T to Conduct Survey, Design, Engineering, & Bidding Services for the Hill Road Methodist Cemetery Improvements and Appropriating Funds Therefor

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Director Dorman
Yes, I know we had some correspondents from someone from the public about this earlier. We have done a few project with cemetery and historic ones as well. This is the cemetery that sits up around the VFW. There is no fence around, just a few small areas around some plots. AS the City looks at development that will occur to the north of this site, as well as improvements we want to do Quarry Park as well as Waggoner Road, we want to make this an attractive area. My background is in landscape architecture, when we were in college, we typically went and walked cemetery, because that's the only place trees grow in their natural state and never get touched. They plant them, they grow and maybe they get trimmed. A cemetery is a great place for people to go and walk their dogs. We go and study them. It's a nice place. You don't want it to feel like a fortress or prison yard, but we want to define the area and give it some security. We want it to fit with the history as well, whether that's a powder coated aluminum fence or wooden fence with columns and a gate. Once we get through this, we will share that with Council. There is the option of adding lights to the columns as well.

Councilmember Strickland
I know we did hear some information about maybe some vandalism happening, has anything happened at this location?

Mayor Begeny
I had conversation with the Deputy Chief and Chief Baker today. They cannot find anything within recent memory, however the resident who was very passionate about this, brought it to my attention earlier this year. Said that this past the hill can be used for sledding which is great but it may have caused damaged to the head stones as well as maybe some other things. Now whether that was reported in or evidence was found is not the case. The reality is a fence around it is something that would be needed for the historical value over time.

Councilmember Lawson-Rowe
Please tell me the difference between this historical cemetery and the other one there on behind the strip plaza. The reason I am asking is because that cemetery is fenced. I was walking the other day and resident can only access that cemetery during business hours and we must contact Parks and Rec.

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Mayor Begeny
I am familiar with it. I think there has been some confusion in the past on whose jurisdiction this cemetery belongs to. I was under the impression this is Truro Townships area, however we have found out that this is not the case. I would like to think this is just something that has slip through the cracks. In the past 30-40 years it was turned over to the City and then all of the sudden people forgot about, we thought it was Truro and they thought it was ours. Now we know it's ours. It would probably be under the same operation, if you wanted to access it, you would contact Parks and Rec. I don't believe we have had too many request for that specific cemetery but I will check with the Director tomorrow.

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

An Ordinance to Accept an Unrecorded Deed of Utility Easement (24 Square Feet) from Meyersco Builders, LLC, and Declaring an Emergency

Director Dorman
This is part of the Main Street phase 1 project. Which is from Davidson Drive down to Jackson, which we are going to be starting the week after the fourth. We have asked the contractor to wait until after the holiday. It's been enough of a headache right now with Columbia Gas out there and the demolition of the old Vick's pizza. We appreciate everyone being patient with us out there. ODOT is pretty much done with paving in the Licking County portion in our district. The Franklin County portion will start the end of July and it will be night time work. We will put that on our website. ODOT will be re-paving the Franklin County Main Street portion, Route 40 beginning I think July 27th. It will be night time work. Hopefully they will be off the road and cleared by the time you come to work. The next items, 6 through 11 are all relating to pieces of property that the City needed to do this project. The one we are talking about now is the Visiting Angels sight. There is an old traffic signal there suspended by a wire. Most traffic signals in the City are suspended by a mast arm. When we redo the street were going to put one of those signals in here so it will match the street scape that you see on Main Street. We are also widening that intersection to allow better turning movements onto Lancaster. This allows us to put that traffic signal back behind the sidewalk and onto the property.

Minutes Acceptance: Minutes of Jun 28, 2021 6:30 PM (Approval of Minutes)

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MINUTES REGULAR MEETING
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Councilmember Strickland makes a motion to forward the ordinance to Council for a single read emergency. Second by Councilmember Pyakurel. Motion carries.

An Ordinance to Accept an Unrecorded Deed of Utility Easement (24 Square Feet) from Robert E. Kenyon, Jr., and Declaring an Emergency

Director Dorman
This is the property to the west of Visiting Angels, I think it was an antique sale. Items 6 and 7 are easements, meaning the property owners still own the property but we have the right to go in and put the signals there.

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

An Ordinance to Accept an Unrecorded Right-Of-Way Deed (0.003 Acres) from Kevin Patel, LLC, and Declaring an Emergency

Director Dorman
This is the property to the east, on the southwest corner of Jackson and Main Street. Once again and pole goes there that we are installing for pedestrian access.

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

An Ordinance to Accept an Unrecorded Right-Of-Way Deed (0.014 Acres) from Jack and Leshan Sun, and Declaring an Emergency

Director Dorman
This is the Happy Dragon, the City was hopeful we would have the property done prior to but the transaction was no complete. AEP is wanting to get out there and we need to get the pole moved so the contractor can get out there. Within the next several weeks hopefully the property will be signed fully in our name.

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

Minutes Acceptance: Minutes of Jun 28, 2021 6:30 PM (Approval of Minutes)

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An Ordinance to Accept an Unrecorded Right-Of-Way Deed (0.005 Acres) from Trivium Reynoldsburg Developments, LLC, and Declaring an Emergency

Director Dorman
This is the southeast corner of Jackson and Main. There is a Methodist church that recently sold to Trivium, I believe is the new owner. Once again this is for a traffic signal pole and as well as a signal cabinet. One thing I should mention too is were trying to get all of our traffic signals to have a batter back up system that they operate when we have a storm and lose power. They don't have to use unnecessary man power to traffic control at the intersection. So part of the upgrade would include the back-up system.

Councilmember Baker
The walk signal that's in front of Prost, is there any talk about switching it out and getting something more effective.

Director Dorman
Yes, I think when we redo this project, you have to understand that curb line is coming out and it's being narrowed, those signs will be out in traffic more and be more visible. I think that will help and when we re-stripe it too it will define the median a lot better. You are going to notice with the trees and the landscaping. The feel of that is going to make people just go slower. The signal will be pushed out further about 5 feet into the road.

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

Roll Call: Councilmember Cotner: Abstain, Councilmember Lawson-Rowe: Aye, Councilmember Pyakurel: Aye, Chair Strickland: Aye.

An Ordinance Authorizing the Mayor to Execute a Right-Of-Way Deed (0.017 Acres) to the City of Reynoldsburg to be Filed with the Franklin County Recorder's Office, and Declaring an Emergency

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REYNOLDSBURG CITY COUNCIL
June 28, 2021

Director Dorman
This area is Memorial Plaza, yes we have to dedicate our own property to ourselves. It is a dedicated right of way.

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

Finance & Administration Committee

This is the Finance & Administration Committee meeting for June 28, 2021

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

An Ordinance to Amend the Personnel Procedure Manual Regarding Fleet Safety Policy Medical Marijuana, and Juneteenth Holiday

Director Boller
As you know a few weeks ago we asked for changes to the PPM, since the federal government has now deemed Juneteenth as a federal holiday, we would like to add that as a paid holiday for employees.

Councilmember Baker
Will this substitute for another or is this an addition?

Director Boller
An addition.

Councilmember Lawson-Rowe
I was like to publicly recognize the City of Respect for recognizing this holiday. Since it is under the umbrella of the Emancipation Proclamation, is one of the most important events our country has witnessed in American history on the Juneteenth story highlights the sub story of the Civil War and the Emancipation Proclamation and celebrating Juneteenth as a holiday reminds us how far we have come and how much further we need to go. It shares the story of the slavery era did not end when the

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Emancipation proclamation was handed down. It shares the story also of our ancestors and offers those untold and unshared stories and the progression of American history.

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

Roll Call: Councilmember Baker: Aye, Councilmember Bryant: Aye, Councilmember Strickland: Aye, Chair Salvati: Aye.

Councilmember Baker
Thank you to the Mayor for putting this forward.

Councilmember Salvati makes a motion to forward the amended ordinance to Council for a second reading. Second by Councilmember Bryant. Motion carries.

Consent Agenda for Emergency Adoption

75-2021

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH STRAWSER PAVING FOR CONSTRUCTION SERVICES FOR THE 2021 WATERLINE REPLACEMENT PROJECT, AND DECLARING AN EMERGENCY -- - Strickland. Public Service and Transportation Committee.

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

76-2021

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH EMH&T FOR CONSTRUCTION INSPECTION SERVICES FOR THE 2021 WATERLINE REPLACEMENT PROJECT, AND DECLARING AN EMERGENCY -- - Strickland. Public Service and Transportation Committee.

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June 28, 2021

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

77-2021

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH VISU-SEWER, INC. FOR THE 2021 SEWER IMPROVEMENT PROJECT, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

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

78-2021

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH EMH&T FOR CONSTRUCTION INSPECTION SERVICES FOR THE 2021 SEWER LINE REPLACEMENT PROJECT, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

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

79-2021

AN ORDINANCE TO ESTABLISH SEPARATE FUNDS AND ACCOUNTABILITY FOR FEDERAL PROGRAMS AUTHORIZED BY THE AMERICAN RESCUE PLAN ACT OF 2021, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

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June 28, 2021

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

80-2021

A RESOLUTION ADOPTING THE TAX BUDGET FOR THE CITY OF REYNOLDSBURG, OHIO FOR THE FISCAL YEAR BEGINNING 2022, AND DECLARING AN EMERGENCY --- Salvati. Finance and Administration Committee.

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

81-2021

AN ORDINANCE TO ACCEPT AN UNRECORDED DEED OF UTILITY EASEMENT (24 SQUARE FEET) FROM MEYERSCO BUILDERS, LLC, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

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

82-2021

AN ORDINANCE TO ACCEPT AN UNRECORDED DEED OF UTILITY EASEMENT (24 SQUARE FEET) FROM ROBERT E. KENYON, JR., AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

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

83-2021

AN ORDINANCE TO ACCEPT AN UNRECORDED RIGHT-OF-WAY DEED (0.003 ACRES) FROM KEVIN PATEL, LLC, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

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

84-2021

AN ORDINANCE TO ACCEPT AN UNRECORDED RIGHT-OF-WAY DEED (0.014 ACRES) FROM JACK AND LESHAN SUN, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

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

85-2021

AN ORDINANCE TO ACCEPT AN UNRECORDED RIGHT-OF-WAY DEED (0.005 ACRES) FROM TRIVIUM REYNOLDSBURG DEVELOPMENTS, LLC, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

Councilmember Cotner requested that this Ordinance be removed from the consent agenda for a separate vote.

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RESULT:	**ADOPTED [6 TO 0]**
MOVER:	Kristin Bryant, At-Large Councilmember
SECONDER:	Shanette Strickland, Councilwoman
AYES:	Baker, Bryant, Strickland, Salvati, Pyakurel, Lawson-Rowe
ABSTAIN:	Cotner

86-2021

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A RIGHT-OF-WAY DEED (0.017 ACRES) TO THE CITY OF REYNOLDSBURG TO BE FILED WITH THE FRANKLIN COUNTY RECORDER'S OFFICE, AND DECLARING AN EMERGENCY --- Strickland. Public Service and Transportation Committee.

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

Consent Agenda for First Reading

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

RESULT:	**REFERRED TO COUNCIL**	**Next: 7/12/2021 6:30 PM**

AN ORDINANCE ESTABLISHING CHAPTER 785 MEDICAL MARIJUANA FACILITIES OF THE CODIFIED ORDINANCES FOR THE CITY OF REYNOLDSBURG --- Baker. Development, Parks and Recreation Committee.

RESULT:	**REFERRED TO COUNCIL**	**Next: 7/12/2021 6:30 PM**

AN ORDINANCE TO AMEND SECTION 505.17 NUISANCE CONDITIONS PROHIBITED LIMITING THE NUMBER OF DOMESTICATED ANIMALS KEPT IN A RESIDENTIAL DISTRICT --- Bryant. Public Safety, Law and Courts Committee.

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RESULT:	**ITEM HELD**

AN ORDINANCE AUTHORIZING THE CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST OF THE POLICE DEPARTMENT --- Bryant. Public Safety, Law and Courts Committee.

RESULT:	**REFERRED TO COUNCIL**	**Next: 7/12/2021 6:30 PM**

AN ORDINANCE TO REPEAL AND REPLACE ORDINANCE NO. 121-19 AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH EQUIVANT FOR COURTVIEW SOFTWARE, TO WAIVE COMPETITIVE BIDDING, APPROPRIATE FUNDS, AND DECLARING AN EMERGENCY --- Bryant. Public Safety, Law and Courts Committee.

RESULT:	**REFERRED TO COUNCIL**	**Next: 7/12/2021 6:30 PM**

AN ORDINANCE TO AMEND SECTION 1399.05 EXEMPTIONS TO VACANT PROPERTY REGISTRATION OF THE CODIFIED ORDINANCES FOR THE CITY OF REYNOLDSBURG --- Strickland. Public Service and Transportation Committee.

RESULT:	**REFERRED TO COUNCIL**	**Next: 7/12/2021 6:30 PM**

AN ORDINANCE AUTHORIZING EMH&T TO CONDUCT SURVEY, DESIGN, ENGINEERING, & BIDDING SERVICES FOR THE POLICE DEPARTMENT WEST PARKING LOT AND APPROPRIATING FUNDS THEREFOR --- Strickland. Public Service and Transportation Committee.

RESULT:	**REFERRED TO COUNCIL**	**Next: 7/12/2021 6:30 PM**

AN ORDINANCE AUTHORIZING EMH&T TO CONDUCT SURVEY, DESIGN, ENGINEERING & BIDDING SERVICES FOR A TRAFFIC SIGNAL INTERCONNECT AND PREEMPTION SYSTEM ALONG THE MAIN STREET CORRIDOR (BRICE TO WAGGONER ROADS) AND APPROPRIATING FUNDS --- Strickland. Public Service and Transportation Committee.

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RESULT:	**REFERRED TO COUNCIL**	**Next: 7/12/2021 6:30 PM**

AN ORDINANCE AUTHORIZING EMH&T TO CONDUCT SURVEY, DESIGN, ENGINEERING, & BIDDING SERVICES FOR THE GRAHAM ROAD MULTI-USE TRAIL/SIDEWALK EXTENSION (PALMER ROAD TO LIVINGSTON AVENUE) PROJECT AND APPROPRIATING FUNDS THEREFOR --- Strickland. Public Service and Transportation Committee.

RESULT:	**REFERRED TO COUNCIL**	**Next: 7/12/2021 6:30 PM**

92-2021

AN ORDINANCE AUTHORIZING EMH&T TO CONDUCT SURVEY, DESIGN, ENGINEERING, & BIDDING SERVICES FOR THE HILL ROAD METHODIST CEMETERY IMPROVEMENTS AND APPROPRIATING FUNDS THEREFOR --- Strickland. Public Service and Transportation Committee.

RESULT:	**REFERRED TO COUNCIL**	**Next: 7/12/2021 6:30 PM**

Consent Agenda for Second Reading

RESULT:	**REFERRED TO COUNCIL [UNANIMOUS]**
MOVER:	Louis Salvati, Councilman
SECONDER:	Stacie Baker, At-Large Councilmember
AYES:	Cotner, Baker, Bryant, Strickland, Salvati, Pyakurel, Lawson-Rowe

AN ORDINANCE TO AMEND CHAPTER 373 BICYCLES AND MOTORCYCLES OF THE CODIFIED ORDINANCES OF THE CITY OF REYNOLDSBURG TO REMOVE BICYCLE LICENSING REQUIREMENTS --- Bryant. Public Safety, Law and Courts Committee.

AN ORDINANCE TO AUTHORIZE THE PURCHASE OF 2000 MXU METERS FROM SENSUS FOR THE UPGRADE PROGRAM AND WAIVE COMPETITIVE BIDDING --- Strickland. Public Service and Transportation Committee.

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

AN ORDINANCE TO AMEND THE PERSONNEL PROCEDURE MANUAL REGARDING FLEET SAFETY POLICY MEDICAL MARIJUANA, AND JUNETEENTH HOLIDAY --- Salvati. Finance and Administration Committee.

Consent Agenda for Third Reading

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

87-2021

AN ORDINANCE TO APPROVE THE FINAL PLAT PLAN FOR THE SPRING HILL FARM DEVELOPMENT, SECTION 2, PART A --- Baker. Development, Parks and Recreation Committee.

88-2021

AN ORDINANCE TO APPROVE THE FINAL PLAT PLAN FOR THE SPRING HILL FARM DEVELOPMENT, SECTION 2, PART B --- Baker. Development, Parks and Recreation Committee.

89-2021

AN ORDINANCE AUTHORIZING THE CLERK OF COUNCIL TO CERTIFY NUISANCE COSTS (2020) FOR COLLECTION BY THE FRANKLIN COUNTY AUDITOR --- Strickland. Public Service and Transportation Committee.

90-2021

AN ORDINANCE AUTHORIZING THE CLERK OF COUNCIL TO CERTIFY NUISANCE COSTS (2020) FOR COLLECTION BY THE LICKING COUNTY AUDITOR --- Strickland. Public Service and Transportation Committee.

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June 28, 2021

91-2021

AN ORDINANCE APPROPRIATING FUNDS FOR THE BRICE ROAD/MAIN STREET TIF FOR AGENCY TRANSFER TO ALLOW FOR PAYMENT TO THE REYNOLDSBURG CITY SCHOOL DISTRICT --- Salvati. Finance and Administration Committee.

Other Council Matters

Councilmember Baker
I dropped the ball at the last meeting but I want to thank all the first responders, nurses, doctors and teachers. We are still in a pandemic but its ending. I also want to thank the African American Wellness Walk for attending the PRIDE festival and offering wellness screenings.

Councilmember Pyakurel
Your dance in the Farmers Market Councilmember Baker.

Councilmember Lawson-Rowe
I would like to personally and publicly congratulate Councilmember Pyakurel for completing his very first 5K at Reynoldsburg Juneteenth and our littlest competitor Alex Shook for competing his very first 5K in baseball cleats. He ran the 5K with his Dad, congratulations!

Upcoming Meetings
June 17, 2021 BZBA
June 22, 2021 Special Planning Commission
June 28, 2021 Council
July 1, 2021 Planning Commission
July 12, 2021 Council
July 15, 2021 BZBA
July 26, 2021 Council

Adjournment

Leanora Jenkins
Leanora Jenkins, President of Council

Minutes Acceptance: Minutes of Jun 28, 2021 6:30 PM (Approval of Minutes)

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MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
June 28, 2021

Mollie Prasher
Mollie Prasher, Clerk of Council

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

ORDINANCE REQUEST

DATE: **July 12, 2021**

TO:

RE: Approve Purdue Pharma Case

Approval:

Completed	Pending	
Joe Begeny	Chris Shook	Stephen Cicak

This purpose of this motion is to authorize the Mayor to approve a mediated settlement proposal by Purdue Pharma with creditors, including the State of Ohio and its political subdivisions, regarding its liability for its actions contributing to the national opioid crisis.

A Motion to Approve a Resolution Authorizing the Mayor to Accept the Fifth Amended Joint Chapter 11 Plan of Reorganization for Purdue Pharma, L.P. in the United States Bankruptcy Court for the Southern District of New York, Case No. 19-23649

WHEREAS, the City filed a proof of claim in the Chapter 11 Plan of Reorganization referenced in the caption of this Resolution (the "Bankruptcy") pertaining to distribution of opioids by Purdue Pharma that was a significant cause of the national opioid crisis that lead to mass addiction and overdose deaths that affected both the State of Ohio and the City of Reynoldsburg; and

WHEREAS, a mediated settlement proposal was reached with the Creditor constituencies in the Bankruptcy including public and private Creditors; and

WHEREAS, the City Attorney and Mayor recommend that Council vote to approve the Fifth Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma ("Bankruptcy Settlement") as reflected in the Master Ballot in the Bankruptcy and incorporated by reference

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

herein.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, FRANKLIN, LICKING, AND FAIRFIELD COUNTIES, STATE OF OHIO, THAT:

SECTION 1: Council hereby accepts the recommendation of the City Attorney and the Mayor and authorizes approval of the Bankruptcy Settlement on behalf of the City on or before the July 14, 2021 deadline.

SECTION 2: Council hereby directs the Mayor to vote to approve the Bankruptcy Settlement on behalf of the City on or before the July 14, 2021 deadline.

SECTION 3: The Mayor is hereby authorized to take all steps necessary to resolve these matters in accordance with the terms of the Bankruptcy Settlement.

SECTION 4: This resolution shall take effect at the earliest date allowed by law.

City Auditor's Office
Joni Crawford
7232 E. Main Street
Reynoldsburg OHIO 43068
614-322-6862 phone

Memo

DATE:	**July 12, 2021**
TO:	**City Council**
CC:	
RE:	<

Budget by Classification-May, 2021

Through 05/31/21

Summary Listi

Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior Y Total Ac
Fund Category **General Fund**							
Fund Type							
Fund **110 - General Fund**							
REVENUE							
Department **000 - General**							
Property Taxes	275,300.00	.00	174,592.00	.00	100,708.00	63	283,03
Municipal Tax	17,348,722.00	1,492,729.78	9,381,253.70	.00	7,967,468.30	54	17,010,41
Other Local Taxes	525,000.00	71,625.43	201,909.00	.00	323,091.00	38	391,86
State Levied Shared Taxes	954,200.00	85,642.57	403,063.01	.00	551,136.99	42	957,37
Licenses	77,100.00	3,300.00	28,575.00	.00	48,525.00	37	50,49
Permits	295,200.00	21,237.23	124,270.07	.00	170,929.93	42	354,47
Fees	26,000.00	1,480.00	9,917.50	.00	16,082.50	38	31,95
Intergovernmental-State	2,500.00	.00	.00	.00	2,500.00	0	
Miscellaneous Charges for Services	40,100.00	1,446.00	17,732.87	.00	22,367.13	44	38,60
Recreational Charges	121,300.00	2,990.47	61,655.05	.00	59,644.95	51	52,82
Fines and Forfeitures	358,500.00	29,929.00	88,192.75	.00	270,307.25	25	268,77
Investment Earnings	250,000.00	20,374.70	107,538.05	.00	142,461.95	43	456,87
Other Revenues	648,776.00	18,674.59	216,545.83	.00	432,230.17	33	659,39
Donations	20,000.00	300.00	13,624.85	.00	6,375.15	68	3,90
Refunds and Voids	.00	.00	.00	.00	.00	+++	2,94
Reimbursements	105,100.00	3,231.67	108,152.82	.00	(3,052.82)	103	1,079,94
Sale of Assets	5,000.00	.00	3,725.04	.00	1,274.96	75	7,99
Transfers/Advances	1,500.00	.00	.00	.00	1,500.00	0	1,86
Department **000 - General** Totals	$21,054,298.00	$1,752,961.44	$10,940,747.54	$0.00	$10,113,550.46	52%	$21,652,73
REVENUE TOTALS	$21,054,298.00	$1,752,961.44	$10,940,747.54	$0.00	$10,113,550.46	52%	$21,652,73
EXPENSE							
Department **000 - General**							
Transfers/Other	2,655,000.00	.00	2,655,000.00	.00	.00	100	39,72
Department **000 - General** Totals	$2,655,000.00	$0.00	$2,655,000.00	$0.00	$0.00	100%	$39,72
Department **111 - Police Division**							
Personal Services	11,668,389.76	886,348.20	4,689,966.80	16,688.89	6,961,734.07	40	8,333,36
Supplies	405,760.14	22,166.42	93,636.24	104,354.61	207,769.29	49	278,72
Services	905,853.85	42,550.27	221,022.10	256,913.88	427,917.87	53	447,64
Capital Purchases	523,361.06	26,570.68	122,260.38	308,460.61	92,640.07	82	232,02
Department **111 - Police Division** Totals	$13,503,364.81	$977,635.57	$5,126,885.52	$686,417.99	$7,690,061.30	43%	$9,291,75
Department **290 - Mechanic**							
Personal Services	164,751.00	9,755.67	61,507.67	366.48	102,876.85	38	125,73
Supplies	132,129.14	4,107.52	31,582.90	29,817.74	70,728.50	46	77,38

Attachment: Budget by Classification-May, 2021 06_25_2021 8_53_58 AM_Joni Crawford_46106F9D

Budget by Classification-May, 2021

Through 05/31/21

Summary Listi

Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior Y Total Ac
Fund Category **General Fund**							
Fund Type							
Fund **110 - General Fund**							
EXPENSE							
Department **290 - Mechanic**							
Services	48,524.99	164.36	4,678.08	24,475.94	19,370.97	60	21,31
Department **290 - Mechanic** Totals	$345,405.13	$14,027.55	$97,768.65	$54,660.16	$192,976.32	44%	$224,43
Department **340 - Parks and Recreation**							
Personal Services	1,143,123.00	79,872.25	435,065.41	2,241.12	705,816.47	38	892,45
Supplies	268,683.60	15,114.39	116,607.41	35,168.60	116,907.59	56	111,82
Services	680,785.20	21,702.71	66,591.76	190,492.89	423,700.55	38	322,41
Transfers/Other	.00	1,715.00	5,799.25	.00	(5,799.25)	+++	
Capital Purchases	17,163.00	.00	.00	17,163.00	.00	100	28,45
Department **340 - Parks and Recreation** Totals	$2,109,754.80	$118,404.35	$624,063.83	$245,065.61	$1,240,625.36	41%	$1,355,15
Department **343 - Senior Center**							
Personal Services	169,666.00	11,665.07	58,335.24	201.77	111,128.99	35	149,49
Supplies	30,667.90	176.69	1,962.52	1,074.32	27,631.06	10	1,68
Services	45,128.39	3,914.93	6,251.67	4,367.43	34,509.29	24	12,98
Department **343 - Senior Center** Totals	$245,462.29	$15,756.69	$66,549.43	$5,643.52	$173,269.34	29%	$164,16
Department **344 - Community Events**							
Personal Services	107,397.00	8,346.20	44,880.79	215.75	62,300.46	42	99,39
Supplies	34,055.57	.00	849.78	2,428.89	30,776.90	10	2,38
Services	370,515.94	3,339.00	25,732.90	219,745.84	125,037.20	66	31,30
Department **344 - Community Events** Totals	$511,968.51	$11,685.20	$71,463.47	$222,390.48	$218,114.56	57%	$133,08
Department **448 - Service Department**							
Personal Services	744,492.00	57,730.32	321,165.15	1,198.98	422,127.87	43	689,83
Supplies	25,177.59	978.75	7,264.33	9,494.09	8,419.17	67	11,23
Services	818,753.69	42,918.20	214,117.03	424,802.31	179,834.35	78	410,63
Capital Purchases	5,000.00	1,917.68	4,455.36	544.64	.00	100	
Department **448 - Service Department** Totals	$1,593,423.28	$103,544.95	$547,001.87	$436,040.02	$610,381.39	62%	$1,111,71
Department **479 - Building Department**							
Personal Services	635,825.00	35,279.95	190,264.87	1,860.82	443,699.31	30	425,48
Supplies	11,636.01	496.18	1,795.97	4,340.04	5,500.00	53	5,36
Services	151,429.86	10,533.22	35,735.72	56,383.52	59,310.62	61	95,10
Department **479 - Building Department** Totals	$798,890.87	$46,309.35	$227,796.56	$62,584.38	$508,509.93	36%	$525,95
Department **522 - Mayor**							
Personal Services	222,780.00	17,301.18	90,358.02	520.40	131,901.58	41	206,01

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Fund Category **General Fund**							
Fund Type							
Fund **110 - General Fund**							
EXPENSE							
Department **522 - Mayor**							
Supplies	1,170.00	.00	178.27	141.73	850.00	27	72
Services	50,621.84	314.59	6,435.87	12,015.13	32,170.84	36	5,21
Department **522 - Mayor** Totals	$274,571.84	$17,615.77	$96,972.16	$12,677.26	$164,922.42	40%	$211,94
Department **534 - Civil Service Commission**							
Personal Services	68,559.00	5,146.83	24,898.36	.00	43,660.64	36	59,96
Supplies	6,186.00	.00	3,297.14	388.86	2,500.00	60	46
Services	37,726.00	2,294.99	7,267.84	20,119.26	10,338.90	73	21,96
Capital Purchases	500.00	.00	.00	.00	500.00	0	
Department **534 - Civil Service Commission** Totals	$112,971.00	$7,441.82	$35,463.34	$20,508.12	$56,999.54	50%	$82,39
Department **545 - City Auditor**							
Personal Services	375,262.00	29,903.38	148,439.92	450.18	226,371.90	40	378,46
Supplies	7,103.15	.00	426.93	676.22	6,000.00	16	31
Services	120,866.20	4,953.62	32,612.45	63,638.29	24,615.46	80	78,18
Department **545 - City Auditor** Totals	$503,231.35	$34,857.00	$181,479.30	$64,764.69	$256,987.36	49%	$456,96
Department **554 - City Attorney**							
Personal Services	590,816.00	48,067.94	241,905.59	996.12	347,914.29	41	589,19
Supplies	6,030.65	201.79	1,835.14	1,045.51	3,150.00	48	3,73
Services	118,166.15	1,742.26	44,650.18	22,923.09	50,592.88	57	69,27
Department **554 - City Attorney** Totals	$715,012.80	$50,011.99	$288,390.91	$24,964.72	$401,657.17	44%	$662,20
Department **571 - City Council**							
Personal Services	196,777.00	15,119.90	77,102.19	291.57	119,383.24	39	192,10
Supplies	2,461.95	364.42	918.39	943.56	600.00	76	1,36
Services	56,950.00	1,483.86	23,276.65	6,103.45	27,569.90	52	17,12
Department **571 - City Council** Totals	$256,188.95	$16,968.18	$101,297.23	$7,338.58	$147,553.14	42%	$210,59
Department **580 - Development Department**							
Personal Services	331,719.00	25,719.53	137,255.05	624.08	193,839.87	42	311,94
Supplies	3,279.13	.00	1,507.13	500.00	1,272.00	61	74
Services	199,904.14	8,345.24	65,542.02	62,781.96	71,580.16	64	136,93
Transfers/Other	.00	.00	100.00	.00	(100.00)	+++	
Department **580 - Development Department** Totals	$534,902.27	$34,064.77	$204,404.20	$63,906.04	$266,592.03	50%	$449,62
Department **582 - Human Resources Department**							
Personal Services	117,759.00	9,514.88	48,423.93	194.10	69,140.97	41	116,78

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Fund Category **General Fund**							
Fund Type							
Fund **110 - General Fund**							
EXPENSE							
Department **582 - Human Resources Department**							
Supplies	21,665.05	1,043.84	8,476.34	3,399.02	9,789.69	55	16,58
Services	46,745.00	3,047.46	15,618.19	4,560.60	26,566.21	43	26,65
Department **582 - Human Resources Department** Totals	$186,169.05	$13,606.18	$72,518.46	$8,153.72	$105,496.87	43%	$160,02
Department **584 - Computer Department**							
Supplies	13,000.00	445.37	948.22	12,051.78	.00	100	11,31
Services	491,134.32	41,853.32	215,714.86	266,911.24	8,508.22	98	420,23
Capital Purchases	189,596.00	517.98	11,770.45	139,829.55	37,996.00	80	58,31
Department **584 - Computer Department** Totals	$693,730.32	$42,816.67	$228,433.53	$418,792.57	$46,504.22	93%	$489,86
Department **593 - Clerk of Courts**							
Personal Services	296,512.00	23,262.21	124,166.89	1,139.92	171,205.19	42	309,50
Supplies	5,463.18	284.19	537.11	3,097.09	1,828.98	67	2,24
Services	121,902.31	2,129.45	26,691.20	68,220.37	26,990.74	78	61,10
Department **593 - Clerk of Courts** Totals	$423,877.49	$25,675.85	$151,395.20	$72,457.38	$200,024.91	53%	$372,85
Department **595 - General and Administrative**							
Personal Services	535,500.84	3,325.00	47,339.06	220,816.78	267,345.00	50	157,87
Supplies	5,168.22	.00	1,199.70	468.52	3,500.00	32	3,57
Services	784,142.77	16,705.62	124,728.80	182,748.59	476,665.38	39	752,76
Capital Purchases	30,000.00	626.17	3,970.55	6,094.40	19,935.05	34	12,70
Department **595 - General and Administrative** Totals	$1,354,811.83	$20,656.79	$177,238.11	$410,128.29	$767,445.43	43%	$926,92
Department **810 - Public Health and Welfare**							
Services	343,400.00	.00	171,987.09	.00	171,412.91	50	333,25
Department **810 - Public Health and Welfare** Totals	$343,400.00	$0.00	$171,987.09	$0.00	$171,412.91	50%	$333,25
EXPENSE TOTALS	$27,162,136.59	$1,551,078.68	$11,126,108.86	$2,816,493.53	$13,219,534.20	51%	$17,202,62
Fund **110 - General Fund** Totals							
REVENUE TOTALS	21,054,298.00	1,752,961.44	10,940,747.54	.00	10,113,550.46	52%	21,652,73
EXPENSE TOTALS	27,162,136.59	1,551,078.68	11,126,108.86	2,816,493.53	13,219,534.20	51%	17,202,62
Fund **110 - General Fund** Net Gain (Loss)	($6,107,838.59)	$201,882.76	($185,361.32)	($2,816,493.53)	$3,105,983.74	49%	$4,450,10
Fund Type Totals							
REVENUE TOTALS	21,054,298.00	1,752,961.44	10,940,747.54	.00	10,113,550.46	52%	21,652,73
EXPENSE TOTALS	27,162,136.59	1,551,078.68	11,126,108.86	2,816,493.53	13,219,534.20	51%	17,202,62
Fund Type Net Gain (Loss)	($6,107,838.59)	$201,882.76	($185,361.32)	($2,816,493.53)	$3,105,983.74	49%	$4,450,10

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Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior Y Total Ac
Fund Category **General Fund** Totals							
REVENUE TOTALS	21,054,298.00	1,752,961.44	10,940,747.54	.00	10,113,550.46	52%	21,652,73
EXPENSE TOTALS	27,162,136.59	1,551,078.68	11,126,108.86	2,816,493.53	13,219,534.20	51%	17,202,62
Fund Category **General Fund** Net Gain (Loss)	($6,107,838.59)	$201,882.76	($185,361.32)	($2,816,493.53)	$3,105,983.74	49%	$4,450,10

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Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior Y Total Ac
Fund Category **Special Revenue Funds**							
Fund Type							
Fund **203 - Cares Act (CRF) Franklin Cty**							
REVENUE							
Department **000 - General**							
Intergovernmental-State	.00	.00	.00	.00	.00	+++	2,792,73
Investment Earnings	.00	.00	.00	.00	.00	+++	1,23
Department **000 - General** Totals	$0.00	$0.00	$0.00	$0.00	$0.00	+++	$2,793,97
REVENUE TOTALS	$0.00	$0.00	$0.00	$0.00	$0.00	+++	$2,793,97
EXPENSE							
Department **000 - General**							
Transfers/Other	7,701.02	.00	.00	7,701.02	.00	100	2,785,03
Department **000 - General** Totals	$7,701.02	$0.00	$0.00	$7,701.02	$0.00	100%	$2,785,03
EXPENSE TOTALS	$7,701.02	$0.00	$0.00	$7,701.02	$0.00	100%	$2,785,03
Fund **203 - Cares Act (CRF) Franklin Cty** Totals							
REVENUE TOTALS	.00	.00	.00	.00	.00	+++	2,793,97
EXPENSE TOTALS	7,701.02	.00	.00	7,701.02	.00	100%	2,785,03
Fund **203 - Cares Act (CRF) Franklin Cty** Net Gain (Loss)	($7,701.02)	$0.00	$0.00	($7,701.02)	$0.00	100%	$8,93

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Fund Category **Special Revenue Funds**							
Fund Type							
Fund **204 - Cares Act (CRF) Licking Cty**							
REVENUE							
Department **000 - General**							
Intergovernmental-State	.00	.00	.00	.00	.00	+++	381,22
Investment Earnings	.00	.00	.00	.00	.00	+++	49
Department **000 - General** Totals	$0.00	$0.00	$0.00	$0.00	$0.00	+++	$381,27
REVENUE TOTALS	$0.00	$0.00	$0.00	$0.00	$0.00	+++	$381,27
EXPENSE							
Department **000 - General**							
Transfers/Other	33,704.74	.00	28,516.31	7,886.06	(2,697.63)	108	344,79
Department **000 - General** Totals	$33,704.74	$0.00	$28,516.31	$7,886.06	($2,697.63)	108%	$344,79
EXPENSE TOTALS	$33,704.74	$0.00	$28,516.31	$7,886.06	($2,697.63)	108%	$344,79
Fund **204 - Cares Act (CRF) Licking Cty** Totals							
REVENUE TOTALS	.00	.00	.00	.00	.00	+++	381,27
EXPENSE TOTALS	33,704.74	.00	28,516.31	7,886.06	(2,697.63)	108%	344,79
Fund **204 - Cares Act (CRF) Licking Cty** Net Gain (Loss)	($33,704.74)	$0.00	($28,516.31)	($7,886.06)	($2,697.63)	108%	$36,48

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Fund Category **Special Revenue Funds**							
Fund Type							
Fund **205 - Cares Act (CRF) Fairfield Cty**							
REVENUE							
Department **000 - General**							
Intergovernmental-State	.00	.00	.00	.00	.00	+++	51,53
Investment Earnings	.00	.00	.00	.00	.00	+++	
Department **000 - General** Totals	$0.00	$0.00	$0.00	$0.00	$0.00	+++	$51,54
REVENUE TOTALS	$0.00	$0.00	$0.00	$0.00	$0.00	+++	$51,54
EXPENSE							
Department **000 - General**							
Transfers/Other	.00	.00	.00	.00	.00	+++	51,53
Department **000 - General** Totals	$0.00	$0.00	$0.00	$0.00	$0.00	+++	$51,53
EXPENSE TOTALS	$0.00	$0.00	$0.00	$0.00	$0.00	+++	$51,53
Fund **205 - Cares Act (CRF) Fairfield Cty** Totals							
REVENUE TOTALS	.00	.00	.00	.00	.00	+++	51,54
EXPENSE TOTALS	.00	.00	.00	.00	.00	+++	51,53
Fund **205 - Cares Act (CRF) Fairfield Cty** Net Gain (Loss)	$0.00	$0.00	$0.00	$0.00	$0.00	+++	$

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Fund Category **Special Revenue Funds**							
Fund Type							
Fund **220 - Income Tax Fund**							
REVENUE							
Department **000 - General**							
Municipal Tax	787,500.00	458,037.01	1,451,801.77	.00	(664,301.77)	184	589,71
Investment Earnings	7,500.00	108.39	629.00	.00	6,871.00	8	10,41
Reimbursements	.00	3,353.78	3,393.95	.00	(3,393.95)	+++	8,90
Department **000 - General** Totals	$795,000.00	$461,499.18	$1,455,824.72	$0.00	($660,824.72)	183%	$609,02
REVENUE TOTALS	$795,000.00	$461,499.18	$1,455,824.72	$0.00	($660,824.72)	183%	$609,02
EXPENSE							
Department **564 - Income Tax Division**							
Personal Services	171,851.00	8,761.77	38,909.95	183.39	132,757.66	23	83,49
Supplies	2,000.00	.00	.00	750.00	1,250.00	38	10
Services	92,479.28	889.82	1,906.00	391.33	90,181.95	2	7,92
Transfers/Other	2,410,000.00	109,435.59	972,597.86	.00	1,437,402.14	40	257,11
Department **564 - Income Tax Division** Totals	$2,676,330.28	$119,087.18	$1,013,413.81	$1,324.72	$1,661,591.75	38%	$348,64
EXPENSE TOTALS	$2,676,330.28	$119,087.18	$1,013,413.81	$1,324.72	$1,661,591.75	38%	$348,64
Fund **220 - Income Tax Fund** Totals							
REVENUE TOTALS	795,000.00	461,499.18	1,455,824.72	.00	(660,824.72)	183%	609,02
EXPENSE TOTALS	2,676,330.28	119,087.18	1,013,413.81	1,324.72	1,661,591.75	38%	348,64
Fund **220 - Income Tax Fund** Net Gain (Loss)	($1,881,330.28)	$342,412.00	$442,410.91	($1,324.72)	$2,322,416.47	(23%)	$260,38

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Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior Y Total Ac
Fund Category **Special Revenue Funds**							
Fund Type							
Fund **260 - Street Fund**							
REVENUE							
Department **000 - General**							
State Levied Shared Taxes	1,453,000.00	171,193.13	783,633.26	.00	669,366.74	54	1,940,51
Investment Earnings	17,000.00	.00	.00	.00	17,000.00	0	36,83
Other Revenues	.00	.00	.00	.00	.00	+++	1,19
Reimbursements	10,000.00	14,121.41	20,400.01	.00	(10,400.01)	204	79,61
Department **000 - General** Totals	$1,480,000.00	$185,314.54	$804,033.27	$0.00	$675,966.73	54%	$2,058,16
REVENUE TOTALS	$1,480,000.00	$185,314.54	$804,033.27	$0.00	$675,966.73	54%	$2,058,16
EXPENSE							
Department **000 - General**							
Capital Purchases	24,803.19	.00	.00	24,803.19	.00	100	660,00
Department **000 - General** Totals	$24,803.19	$0.00	$0.00	$24,803.19	$0.00	100%	$660,00
Department **268 - Street Department**							
Personal Services	738,365.00	52,440.34	302,064.76	1,548.97	434,751.27	41	673,82
Supplies	339,494.67	4,462.76	68,796.16	111,351.23	159,347.28	53	140,30
Services	189,424.81	3,703.50	19,033.44	102,163.81	68,227.56	64	74,45
Capital Purchases	196,050.00	.00	152,929.00	31,121.00	12,000.00	94	151,04
Department **268 - Street Department** Totals	$1,463,334.48	$60,606.60	$542,823.36	$246,185.01	$674,326.11	54%	$1,039,63
EXPENSE TOTALS	$1,488,137.67	$60,606.60	$542,823.36	$270,988.20	$674,326.11	55%	$1,699,63
Fund **260 - Street Fund** Totals							
REVENUE TOTALS	1,480,000.00	185,314.54	804,033.27	.00	675,966.73	54%	2,058,16
EXPENSE TOTALS	1,488,137.67	60,606.60	542,823.36	270,988.20	674,326.11	55%	1,699,63
Fund **260 - Street Fund** Net Gain (Loss)	($8,137.67)	$124,707.94	$261,209.91	($270,988.20)	($1,640.62)	120%	$358,52

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Fund Category **Special Revenue Funds**							
Fund Type							
Fund **270 - State Highway Fund**							
REVENUE							
Department **000 - General**							
State Levied Shared Taxes	116,000.00	13,880.52	63,537.86	.00	52,462.14	55	157,339
Investment Earnings	1,000.00	.00	.00	.00	1,000.00	0	4,156
Department **000 - General** Totals	$117,000.00	$13,880.52	$63,537.86	$0.00	$53,462.14	54%	$161,496
REVENUE TOTALS	$117,000.00	$13,880.52	$63,537.86	$0.00	$53,462.14	54%	$161,496
EXPENSE							
Department **268 - Street Department**							
Supplies	70,000.00	.00	39,979.60	6,020.40	24,000.00	66	63,137
Services	32,733.40	8,540.18	18,878.21	12,355.19	1,500.00	95	5,702
Department **268 - Street Department** Totals	$102,733.40	$8,540.18	$58,857.81	$18,375.59	$25,500.00	75%	$68,839
EXPENSE TOTALS	$102,733.40	$8,540.18	$58,857.81	$18,375.59	$25,500.00	75%	$68,839
Fund **270 - State Highway Fund** Totals							
REVENUE TOTALS	117,000.00	13,880.52	63,537.86	.00	53,462.14	54%	161,496
EXPENSE TOTALS	102,733.40	8,540.18	58,857.81	18,375.59	25,500.00	75%	68,839
Fund **270 - State Highway Fund** Net Gain (Loss)	$14,266.60	$5,340.34	$4,680.05	($18,375.59)	($27,962.14)	(96%)	$92,656
Fund Type Totals							
REVENUE TOTALS	2,392,000.00	660,694.24	2,323,395.85	.00	68,604.15	97%	6,055,474
EXPENSE TOTALS	4,308,607.11	188,233.96	1,643,611.29	306,275.59	2,358,720.23	45%	5,298,480
Fund Type Net Gain (Loss)	($1,916,607.11)	$472,460.28	$679,784.56	($306,275.59)	$2,290,116.08	(19%)	$756,994
Fund Category **Special Revenue Funds** Totals							
REVENUE TOTALS	2,392,000.00	660,694.24	2,323,395.85	.00	68,604.15	97%	6,055,474
EXPENSE TOTALS	4,308,607.11	188,233.96	1,643,611.29	306,275.59	2,358,720.23	45%	5,298,480
Fund Category **Special Revenue Funds** Net Gain (Loss)	($1,916,607.11)	$472,460.28	$679,784.56	($306,275.59)	$2,290,116.08	(19%)	$756,994

Attachment: Budget by Classification-May, 2021 06_25_2021 8_53_58 AM_Joni Crawford_46106F9D

Budget by Classification-May, 2021

Through 05/31/21

Summary Listi

Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior Y Total Ac
Fund Category **Enterprise Funds**							
Fund Type							
Fund **710 - Water Fund**							
REVENUE							
Department **000 - General**							
Utility Charges	780,000.00	33,136.23	284,737.35	.00	495,262.65	37	778,16
Other Revenues	.00	.00	1,007.50	.00	(1,007.50)	+++	1,35
Reimbursements	.00	.00	350.00	.00	(350.00)	+++	
Department **000 - General** Totals	$780,000.00	$33,136.23	$286,094.85	$0.00	$493,905.15	37%	$779,52
Department **735 - Water Division**							
Utility Charges	6,742,300.00	288,140.58	2,481,503.36	.00	4,260,796.64	37	6,855,00
Other Revenues	68,400.00	14,843.35	53,270.50	.00	15,129.50	78	91,32
Reimbursements	9,300.00	110.94	231.44	.00	9,068.56	2	38,27
Department **735 - Water Division** Totals	$6,820,000.00	$303,094.87	$2,535,005.30	$0.00	$4,284,994.70	37%	$6,984,60
REVENUE TOTALS	$7,600,000.00	$336,231.10	$2,821,100.15	$0.00	$4,778,899.85	37%	$7,764,12
EXPENSE							
Department **000 - General**							
Capital Purchases	428,229.21	17,824.45	172,960.60	255,268.61	.00	100	322,47
Department **000 - General** Totals	$428,229.21	$17,824.45	$172,960.60	$255,268.61	$0.00	100%	$322,47
Department **735 - Water Division**							
Personal Services	520,197.00	37,224.59	210,172.74	3,988.49	306,035.77	41	459,23
Supplies	193,645.46	7,998.73	59,073.21	104,758.75	29,813.50	85	100,54
Services	6,142,694.41	404,999.70	2,038,142.30	1,676,215.30	2,428,336.81	60	5,663,16
Capital Purchases	494,452.50	.00	12,360.00	97,777.50	384,315.00	22	134,06
Department **735 - Water Division** Totals	$7,350,989.37	$450,223.02	$2,319,748.25	$1,882,740.04	$3,148,501.08	57%	$6,357,01
Department **991 - Debt Service**							
Debt Service	366,235.00	1,370.75	1,370.75	54,193.95	310,670.30	15	364,68
Department **991 - Debt Service** Totals	$366,235.00	$1,370.75	$1,370.75	$54,193.95	$310,670.30	15%	$364,68
EXPENSE TOTALS	$8,145,453.58	$469,418.22	$2,494,079.60	$2,192,202.60	$3,459,171.38	58%	$7,044,17
Fund **710 - Water Fund** Totals							
REVENUE TOTALS	7,600,000.00	336,231.10	2,821,100.15	.00	4,778,899.85	37%	7,764,12
EXPENSE TOTALS	8,145,453.58	469,418.22	2,494,079.60	2,192,202.60	3,459,171.38	58%	7,044,17
Fund **710 - Water Fund** Net Gain (Loss)	($545,453.58)	($133,187.12)	$327,020.55	($2,192,202.60)	($1,319,728.47)	342%	$719,95

Attachment: Budget by Classification-May, 2021 06_25_2021 8_53_58 AM_Joni Crawford_46106F9D

Budget by Classification-May, 2021

Through 05/31/21

Summary Listi

Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior Y Total Ac
Fund Category **Enterprise Funds**							
Fund Type							
Fund **720 - Wastewater/Sewer Fund**							
REVENUE							
Department **000 - General**							
Utility Charges	380,000.00	16,713.63	140,660.19	.00	239,339.81	37	383,28
Department **000 - General** Totals	$380,000.00	$16,713.63	$140,660.19	$0.00	$239,339.81	37%	$383,28
Department **736 - Wastewater Division**							
Utility Charges	6,215,000.00	293,548.28	2,434,127.98	.00	3,780,872.02	39	6,568,80
Other Revenues	.00	.00	50.00	.00	(50.00)	+++	22
Reimbursements	5,000.00	110.94	231.44	.00	4,768.56	5	41,85
Department **736 - Wastewater Division** Totals	$6,220,000.00	$293,659.22	$2,434,409.42	$0.00	$3,785,590.58	39%	$6,610,88
REVENUE TOTALS	$6,600,000.00	$310,372.85	$2,575,069.61	$0.00	$4,024,930.39	39%	$6,994,16
EXPENSE							
Department **000 - General**							
Capital Purchases	520,341.23	5,889.01	273,990.16	246,351.07	.00	100	54,96
Department **000 - General** Totals	$520,341.23	$5,889.01	$273,990.16	$246,351.07	$0.00	100%	$54,96
Department **736 - Wastewater Division**							
Personal Services	571,203.00	46,109.02	240,719.71	887.60	329,595.69	42	536,82
Supplies	107,616.98	2,223.92	9,438.08	41,165.40	57,013.50	47	46,89
Services	6,392,493.70	395,601.75	2,355,553.99	1,620,846.56	2,416,093.15	62	5,658,59
Capital Purchases	494,452.50	.00	12,360.00	97,777.50	384,315.00	22	134,06
Department **736 - Wastewater Division** Totals	$7,565,766.18	$443,934.69	$2,618,071.78	$1,760,677.06	$3,187,017.34	58%	$6,376,38
Department **991 - Debt Service**							
Debt Service	40,020.00	963.75	963.75	.00	39,056.25	2	39,94
Department **991 - Debt Service** Totals	$40,020.00	$963.75	$963.75	$0.00	$39,056.25	2%	$39,94
EXPENSE TOTALS	$8,126,127.41	$450,787.45	$2,893,025.69	$2,007,028.13	$3,226,073.59	60%	$6,471,28
Fund **720 - Wastewater/Sewer Fund** Totals							
REVENUE TOTALS	6,600,000.00	310,372.85	2,575,069.61	.00	4,024,930.39	39%	6,994,16
EXPENSE TOTALS	8,126,127.41	450,787.45	2,893,025.69	2,007,028.13	3,226,073.59	60%	6,471,28
Fund **720 - Wastewater/Sewer Fund** Net Gain (Loss)	($1,526,127.41)	($140,414.60)	($317,956.08)	($2,007,028.13)	($798,856.80)	152%	$522,88

Attachment: Budget by Classification-May, 2021 06_25_2021 8_53_58 AM_Joni Crawford_46106F9D

Budget by Classification-May, 2021

Through 05/31/21

Summary Listing

Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior Y Total Ac
Fund Category **Enterprise Funds**							
Fund Type							
Fund **740 - Storm Water Drainage Fund**							
REVENUE							
Department **737 - Storm Water Division**							
Utility Charges	1,900,000.00	88,442.75	745,778.81	.00	1,154,221.19	39	1,990,576
Reimbursements	.00	73.96	154.28	.00	(154.28)	+++	27,217
Department **737 - Storm Water Division** Totals	$1,900,000.00	$88,516.71	$745,933.09	$0.00	$1,154,066.91	39%	$2,017,789
REVENUE TOTALS	$1,900,000.00	$88,516.71	$745,933.09	$0.00	$1,154,066.91	39%	$2,017,789
EXPENSE							
Department **000 - General**							
Capital Purchases	879,774.85	.00	259,476.40	317,618.78	302,679.67	66	402,198
Department **000 - General** Totals	$879,774.85	$0.00	$259,476.40	$317,618.78	$302,679.67	66%	$402,198
Department **737 - Storm Water Division**							
Personal Services	327,617.00	24,847.73	135,486.42	715.23	191,415.35	42	308,507
Supplies	63,047.92	874.44	10,308.73	19,639.19	33,100.00	48	40,790
Services	1,140,300.87	86,676.87	382,626.10	394,189.16	363,485.61	68	905,115
Capital Purchases	.00	.00	.00	.00	.00	+++	28,901
Department **737 - Storm Water Division** Totals	$1,530,965.79	$112,399.04	$528,421.25	$414,543.58	$588,000.96	62%	$1,283,315
Department **991 - Debt Service**							
Debt Service	125,595.00	.00	.00	7,797.00	117,798.00	6	122,967
Department **991 - Debt Service** Totals	$125,595.00	$0.00	$0.00	$7,797.00	$117,798.00	6%	$122,967
EXPENSE TOTALS	$2,536,335.64	$112,399.04	$787,897.65	$739,959.36	$1,008,478.63	60%	$1,808,483
Fund **740 - Storm Water Drainage Fund** Totals							
REVENUE TOTALS	1,900,000.00	88,516.71	745,933.09	.00	1,154,066.91	39%	2,017,789
EXPENSE TOTALS	2,536,335.64	112,399.04	787,897.65	739,959.36	1,008,478.63	60%	1,808,483
Fund **740 - Storm Water Drainage Fund** Net Gain (Loss)	($636,335.64)	($23,882.33)	($41,964.56)	($739,959.36)	($145,588.28)	123%	$209,308

Attachment: Budget by Classification-May, 2021 06_25_2021 8_53_58 AM_Joni Crawford_46106F9D

Budget by Classification-May, 2021

Through 05/31/21

Summary Listi

Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior Y Total Ac
Fund Category **Enterprise Funds**							
Fund Type							
Fund **750 - Solid Waste Fund**							
REVENUE							
Department **738 - Refuse Collection**							
Utility Charges	2,200,000.00	172,079.51	955,758.45	.00	1,244,241.55	43	2,165,57
Department **738 - Refuse Collection** Totals	$2,200,000.00	$172,079.51	$955,758.45	$0.00	$1,244,241.55	43%	$2,165,57
REVENUE TOTALS	$2,200,000.00	$172,079.51	$955,758.45	$0.00	$1,244,241.55	43%	$2,165,57
EXPENSE							
Department **738 - Refuse Collection**							
Supplies	3,500.00	.00	1,374.31	2,125.69	.00	100	1,238
Services	2,966,694.62	27,489.59	973,538.91	401,547.18	1,591,608.53	46	2,268,447
Department **738 - Refuse Collection** Totals	$2,970,194.62	$27,489.59	$974,913.22	$403,672.87	$1,591,608.53	46%	$2,269,685
EXPENSE TOTALS	$2,970,194.62	$27,489.59	$974,913.22	$403,672.87	$1,591,608.53	46%	$2,269,685
Fund **750 - Solid Waste Fund** Totals							
REVENUE TOTALS	2,200,000.00	172,079.51	955,758.45	.00	1,244,241.55	43%	2,165,57
EXPENSE TOTALS	2,970,194.62	27,489.59	974,913.22	403,672.87	1,591,608.53	46%	2,269,685
Fund **750 - Solid Waste Fund** Net Gain (Loss)	($770,194.62)	$144,589.92	($19,154.77)	($403,672.87)	$347,366.98	55%	($104,108
Fund Type Totals							
REVENUE TOTALS	18,300,000.00	907,200.17	7,097,861.30	.00	11,202,138.70	39%	18,941,657
EXPENSE TOTALS	21,778,111.25	1,060,094.30	7,149,916.16	5,342,862.96	9,285,332.13	57%	17,593,62
Fund Type Net Gain (Loss)	($3,478,111.25)	($152,894.13)	($52,054.86)	($5,342,862.96)	($1,916,806.57)	155%	$1,348,034
Fund Category **Enterprise Funds** Totals							
REVENUE TOTALS	18,300,000.00	907,200.17	7,097,861.30	.00	11,202,138.70	39%	18,941,657
EXPENSE TOTALS	21,778,111.25	1,060,094.30	7,149,916.16	5,342,862.96	9,285,332.13	57%	17,593,62
Fund Category **Enterprise Funds** Net Gain (Loss)	($3,478,111.25)	($152,894.13)	($52,054.86)	($5,342,862.96)	($1,916,806.57)	155%	$1,348,034
Grand Totals							
REVENUE TOTALS	41,746,298.00	3,320,855.85	20,362,004.69	.00	21,384,293.31	49%	46,649,868
EXPENSE TOTALS	53,248,854.95	2,799,406.94	19,919,636.31	8,465,632.08	24,863,586.56	53%	40,094,73
Grand Total Net Gain (Loss)	($11,502,556.95)	$521,448.91	$442,368.38	($8,465,632.08)	$3,479,293.25	70%	$6,555,13

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Departmental Budget-May, 2021

Fiscal Year to Date 05/31/21

Include Rollup Account and Rollup to Accou

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund	**110 - General Fund**									
Department	**111 - Police Division**									
	EXPENSE									
Personal Services										
5102	Wages-Staff	1,071,019.00	.00	1,071,019.00	85,595.94	.00	410,740.24	660,278.76	38	990,72
5104	Wages-Part time	122,679.00	.00	122,679.00	9,436.82	.00	46,781.65	75,897.35	38	95,65
5105	Overtime	365,000.00	.00	365,000.00	14,959.00	.00	84,291.61	280,708.39	23	209,73
5106	Longevity	50,000.00	.00	50,000.00	.00	.00	16,409.00	33,591.00	33	54,50
5107	Wages-Allocated	.00	.00	.00	.00	.00	(477.86)	477.86	+++	(2,449,911
5109	HSA Employer Funding	288,868.00	.00	288,868.00	.00	.00	280,715.50	8,152.50	97	310,40
5111	Wages Chief	133,994.00	.00	133,994.00	10,307.20	.00	51,536.00	82,458.00	38	140,69
5113	Wages Enforcement	6,604,874.00	75,000.00	6,679,874.00	483,226.52	.00	2,474,766.31	4,205,107.69	37	6,329,08
5151	PERS Contribution	169,512.00	.00	169,512.00	17,482.95	.00	65,495.40	104,016.60	39	147,37
5152	PFDPF Contribution	1,224,841.00	.00	1,224,841.00	145,268.72	.00	542,796.19	682,044.81	44	1,085,48
5155	PERS Pickup	57,899.00	.00	57,899.00	6,357.31	.00	23,763.32	34,135.68	41	51,99
5161	Group Insurance	1,381,134.00	1,441.26	1,382,575.26	105,253.97	16,688.89	649,819.74	716,066.63	48	1,257,82
5166	Medicare	121,041.00	1,087.50	122,128.50	8,459.77	.00	43,329.70	78,798.80	35	109,78
	Personal Services Totals	$11,590,861.00	$77,528.76	$11,668,389.76	$886,348.20	$16,688.89	$4,689,966.80	$6,961,734.07	40%	$8,333,36
Supplies										
5201	Office Supplies	10,000.00	2,052.65	12,052.65	984.36	5,448.04	3,334.15	3,270.46	73	8,66
5202	Photo Copy Supplies	3,500.00	999.75	4,499.75	.00	1,000.00	999.75	2,500.00	44	2,49
5203	Computer Supplies	15,000.00	2,645.66	17,645.66	467.85	1,662.32	4,982.37	11,000.97	38	11,39
5205	Small Tools/Minor Equipment	9,700.00	30.98	9,730.98	184.74	240.26	290.72	9,200.00	5	5,32
5206	Evidence	10,000.00	.00	10,000.00	.00	5,000.00	.00	5,000.00	50	10,00
5207	Law Enforcement Supplies	72,000.00	9,348.21	81,348.21	1,921.48	24,864.20	10,423.14	46,060.87	43	57,06
5213	Repair and Maintenance Supplies	12,000.00	1,332.43	13,332.43	821.85	3,470.79	2,361.64	7,500.00	44	6,73
5241	Uniforms-Purchased	104,700.00	6,043.71	110,743.71	8,971.64	26,087.05	31,890.67	52,765.99	52	96,02
5251	MV Gas and Oil	140,000.00	6,406.75	146,406.75	8,814.50	36,581.95	39,353.80	70,471.00	52	81,01
	Supplies Totals	$376,900.00	$28,860.14	$405,760.14	$22,166.42	$104,354.61	$93,636.24	$207,769.29	49%	$278,72
Services										
5311	Utilities	145,000.00	11,763.54	156,763.54	5,340.04	73,330.75	42,652.79	40,780.00	74	104,44
5321	Professional Training	107,150.00	2,254.40	109,404.40	13,051.66	31,973.34	21,142.06	56,289.00	49	59,62
5323	Publications	3,750.00	.00	3,750.00	.00	.00	.00	3,750.00	0	3,06
5324	Professional Association Dues	2,500.00	290.00	2,790.00	95.00	3,873.00	917.00	(2,000.00)	172	1,84
5325	Educational Assistance	10,000.00	2,469.75	12,469.75	.00	7,469.75	.00	5,000.00	60	4,03
5339	Misc Contract Services	85,200.00	3,516.09	88,716.09	2,100.57	26,202.15	23,718.30	38,795.64	56	52,27
5351	Liability Insurance Deductible	50,000.00	3,605.71	53,605.71	.00	9,000.00	8,403.58	36,202.13	32	41,59
5361	Building Repair/Maintenance	80,000.00	2,193.09	82,193.09	9,686.58	14,394.89	33,977.16	33,821.04	59	32,55
5362	Equipment Maintenance	80,350.00	480.00	80,830.00	594.00	21,654.97	12,425.03	46,750.00	42	43,44
5363	MV Repair/Maintenance-External	30,000.00	3,145.00	33,145.00	.00	6,628.00	8,075.73	18,441.27	44	2,37
5364	MV Repair/Maintenance-Internal	.00	.00	.00	.00	.00	42.78	(42.78)	+++	

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Departmental Budget-May, 2021

Fiscal Year to Date 05/31/21

Include Rollup Account and Rollup to Accou

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund **110 - General Fund**										
Department **111 - Police Division**										
	EXPENSE									
Services										
5366	Computer Maintenance	3,000.00	.00	3,000.00	.00	.00	.00	3,000.00	0	41
5375	Prisoner Care	145,000.00	11,834.00	156,834.00	6,194.64	39,706.86	25,427.14	91,700.00	42	56,92
5391	Postage	7,000.00	.00	7,000.00	311.30	3,311.03	1,054.86	2,634.11	62	2,22
5392	Fingerprinting Services	750.00	22.00	772.00	.00	364.75	157.25	250.00	68	25
5393	L.E.A.D.S Terminal	8,500.00	.00	8,500.00	600.00	4,200.00	3,000.00	1,300.00	85	7,80
5395	Printing/Advertising	20,000.00	215.38	20,215.38	2,174.68	1,676.34	4,779.85	13,759.19	32	10,12
5396	Uniform Cleaning/Repairs	45,000.00	1,864.89	46,864.89	1,898.25	12,607.75	9,257.14	25,000.00	47	21,07
5399	Other Miscellaneous Services	6,500.00	32,500.00	39,000.00	503.55	520.30	25,991.43	12,488.27	68	3,56
	Services Totals	$829,700.00	$76,153.85	$905,853.85	$42,550.27	$256,913.88	$221,022.10	$427,917.87	53%	$447,64
Capital Purchases										
5631	Furniture and Fixtures	10,000.00	.00	10,000.00	.00	4,778.01	221.99	5,000.00	50	4,81
5632	Motor Vehicles	341,000.00	47,210.30	388,210.30	24,285.04	279,839.69	52,945.04	55,425.57	86	61,44
5633	Machinery and Equipment	50,000.00	217.43	50,217.43	.00	.00	3,094.43	47,123.00	6	120,24
5634	Unmarked Vehicles	8,400.00	533.33	8,933.33	.00	1,383.33	3,550.00	4,000.00	55	7,19
5639	Other Equipment	66,000.00	.00	66,000.00	2,285.64	22,459.58	62,448.92	(18,908.50)	129	38,32
	Capital Purchases Totals	$475,400.00	$47,961.06	$523,361.06	$26,570.68	$308,460.61	$122,260.38	$92,640.07	82%	$232,02
	EXPENSE TOTALS	$13,272,861.00	$230,503.81	$13,503,364.81	$977,635.57	$686,417.99	$5,126,885.52	$7,690,061.30	43%	$9,291,75
	Department **111 - Police Division** Totals	($13,272,861.00)	($230,503.81)	($13,503,364.81)	($977,635.57)	($686,417.99)	($5,126,885.52)	($7,690,061.30)	43%	($9,291,753

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund **110 - General Fund**										
Department **290 - Mechanic**										
	EXPENSE									
Personal Services										
5102	Wages-Staff	99,351.00	.00	99,351.00	5,892.80	.00	34,635.12	64,715.88	35	79,21
5107	Wages-Allocated	.00	.00	.00	.00	.00	.00	.00	+++	(1,697
5109	HSA Employer Funding	8,000.00	.00	8,000.00	.00	.00	6,000.00	2,000.00	75	8,66
5151	PERS Contribution	13,909.00	.00	13,909.00	1,281.18	.00	5,585.71	8,323.29	40	10,64
5161	Group Insurance	42,050.00	.00	42,050.00	2,500.50	366.48	14,778.18	26,905.34	36	27,80
5166	Medicare	1,441.00	.00	1,441.00	81.19	.00	508.66	932.34	35	1,09
	Personal Services Totals	$164,751.00	$0.00	$164,751.00	$9,755.67	$366.48	$61,507.67	$102,876.85	38%	$125,73
Supplies										
5201	Office Supplies	200.00	.00	200.00	.00	.00	.00	200.00	0	2
5203	Computer Supplies	100.00	.00	100.00	.00	100.00	.00	.00	100	9
5205	Small Tools/Minor Equipment	3,000.00	.00	3,000.00	.00	1,500.00	.00	1,500.00	50	1,43
5213	Repair and Maintenance Supplies	120,000.00	329.14	120,329.14	4,107.52	23,594.44	31,206.20	65,528.50	46	69,94
5259	Operating Materials and Supplies	8,500.00	.00	8,500.00	.00	4,623.30	376.70	3,500.00	59	5,89
	Supplies Totals	$131,800.00	$329.14	$132,129.14	$4,107.52	$29,817.74	$31,582.90	$70,728.50	46%	$77,38
Services										
5311	Utilities	600.00	48.94	648.94	.00	453.03	195.91	.00	100	16
5321	Professional Training	800.00	.00	800.00	.00	.00	.00	800.00	0	
5362	Equipment Maintenance	3,000.00	.00	3,000.00	.00	1,933.86	66.14	1,000.00	67	32
5363	MV Repair/Maintenance-External	40,000.00	803.09	40,803.09	55.00	20,085.01	3,788.08	16,930.00	59	19,04
5397	Uniform Rental	1,650.00	122.96	1,772.96	109.36	1,004.04	627.95	140.97	92	1,26
5399	Other Miscellaneous Services	1,500.00	.00	1,500.00	.00	1,000.00	.00	500.00	67	50
	Services Totals	$47,550.00	$974.99	$48,524.99	$164.36	$24,475.94	$4,678.08	$19,370.97	60%	$21,31
	EXPENSE TOTALS	$344,101.00	$1,304.13	$345,405.13	$14,027.55	$54,660.16	$97,768.65	$192,976.32	44%	$224,43
	Department **290 - Mechanic** Totals	($344,101.00)	($1,304.13)	($345,405.13)	($14,027.55)	($54,660.16)	($97,768.65)	($192,976.32)	44%	($224,430

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund	**110 - General Fund**									
Department	**340 - Parks and Recreation**									
	EXPENSE									
Personal Services										
5101	Salary-Elected Officials/Director	95,895.00	.00	95,895.00	7,377.61	.00	36,831.07	59,063.93	38	95,628
5102	Wages-Staff	524,505.00	.00	524,505.00	40,347.26	.00	201,163.98	323,341.02	38	480,638
5105	Overtime	42,000.00	.00	42,000.00	.00	.00	2,313.49	39,686.51	6	3,358
5106	Longevity	1,700.00	.00	1,700.00	.00	.00	1,100.00	600.00	65	1,700
5107	Wages-Allocated	.00	.00	.00	.00	.00	(1,860.04)	1,860.04	+++	(15,957
5109	HSA Employer Funding	42,000.00	.00	42,000.00	.00	.00	40,000.00	2,000.00	95	37,500
5141	Wages-Seasonal Labor	110,000.00	.00	110,000.00	3,175.15	.00	11,137.15	98,862.85	10	18,797
5151	PERS Contribution	108,374.00	.00	108,374.00	10,945.75	.00	38,154.62	70,219.38	35	80,857
5161	Group Insurance	207,425.00	.00	207,425.00	17,327.24	2,241.12	102,757.18	102,426.70	51	181,700
5166	Medicare	11,224.00	.00	11,224.00	699.24	.00	3,467.96	7,756.04	31	8,237
	Personal Services Totals	$1,143,123.00	$0.00	$1,143,123.00	$79,872.25	$2,241.12	$435,065.41	$705,816.47	38%	$892,450
Supplies										
5201	Office Supplies	600.00	.00	600.00	.00	4.60	148.09	447.31	25	665
5203	Computer Supplies	500.00	.00	500.00	.00	.00	472.88	27.12	95	284
5205	Small Tools/Minor Equipment	4,345.00	3,946.54	8,291.54	549.48	235.74	5,135.80	2,920.00	65	3,590
5209	Chemicals	39,115.00	.00	39,115.00	2,699.95	628.23	30,367.42	8,119.35	79	18,972
5213	Repair and Maintenance Supplies	54,350.00	23,893.65	78,243.65	1,087.89	11,123.97	36,988.55	30,131.13	61	40,237
5215	Recreational Supplies	77,383.00	474.12	77,857.12	8,992.21	6,690.13	21,335.79	49,831.20	36	21,480
5241	Uniforms-Purchased	2,500.00	179.95	2,679.95	.00	.00	394.26	2,285.69	15	1,411
5251	MV Gas and Oil	20,000.00	1,836.83	21,836.83	353.19	7,365.36	4,021.47	10,450.00	52	11,309
5252	Aggregates	17,000.00	.00	17,000.00	1,379.83	1,780.14	4,749.86	10,470.00	38	9,505
5259	Operating Materials and Supplies	12,400.00	10,159.51	22,559.51	51.84	7,340.43	12,993.29	2,225.79	90	4,361
	Supplies Totals	$228,193.00	$40,490.60	$268,683.60	$15,114.39	$35,168.60	$116,607.41	$116,907.59	56%	$111,821
Services										
5303	Community Events	8,200.00	.00	8,200.00	.00	1,475.00	.00	6,725.00	18	957
5311	Utilities	39,000.00	2,591.16	41,591.16	2,767.24	27,418.18	13,647.98	525.00	99	25,837
5321	Professional Training	1,900.00	.00	1,900.00	390.90	9.10	450.89	1,440.01	24	328
5322	Conference/Reimb	8,200.00	99.00	8,299.00	.00	.00	686.85	7,612.15	8	1,929
5323	Publications	250.00	.00	250.00	105.90	37.42	282.58	(70.00)	128	
5324	Professional Association Dues	1,500.00	.00	1,500.00	.00	100.00	408.75	991.25	34	1,590
5338	Personal Service Contracts	73,806.00	.00	73,806.00	3,245.00	8,052.50	13,375.01	52,378.49	29	16,510
5339	Misc Contract Services	285,000.00	135,525.45	420,525.45	14,375.71	142,465.89	28,526.33	249,533.23	41	250,215
5361	Building Repair/Maintenance	79,500.00	.00	79,500.00	.00	290.00	.00	79,210.00	0	18,297
5362	Equipment Maintenance	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	868
5391	Postage	7,500.00	2,849.27	10,349.27	548.76	2,828.22	3,514.39	4,006.66	61	245
5395	Printing/Advertising	25,000.00	4,818.34	29,818.34	243.22	7,288.54	5,421.04	17,108.76	43	5,490
5399	Other Miscellaneous Services	3,020.00	25.98	3,045.98	25.98	528.04	277.94	2,240.00	26	150

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund	**110 - General Fund**									
Department	**340 - Parks and Recreation**									
	EXPENSE									
	Services Totals	$534,876.00	$145,909.20	$680,785.20	$21,702.71	$190,492.89	$66,591.76	$423,700.55	38%	$322,41
	Transfers/Other									
5515	Refunds-Fees	.00	.00	.00	1,715.00	.00	5,799.25	(5,799.25)	+++	
	Transfers/Other Totals	$0.00	$0.00	$0.00	$1,715.00	$0.00	$5,799.25	($5,799.25)	+++	$(
	Capital Purchases									
5633	Machinery and Equipment	.00	.00	.00	.00	.00	.00	.00	+++	18,68
5639	Other Equipment	.00	17,163.00	17,163.00	.00	17,163.00	.00	.00	100	9,77
	Capital Purchases Totals	$0.00	$17,163.00	$17,163.00	$0.00	$17,163.00	$0.00	$0.00	100%	$28,45
	EXPENSE TOTALS	$1,906,192.00	$203,562.80	$2,109,754.80	$118,404.35	$245,065.61	$624,063.83	$1,240,625.36	41%	$1,355,15
	Department **340 - Parks and Recreation** Totals	($1,906,192.00)	($203,562.80)	($2,109,754.80)	($118,404.35)	($245,065.61)	($624,063.83)	($1,240,625.36)	41%	($1,355,150

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund **110 - General Fund**										
Department **343 - Senior Center**										
	EXPENSE									
Personal Services										
5102	Wages-Staff	70,207.00	.00	70,207.00	5,401.60	.00	26,976.32	43,230.68	38	70,69
5104	Wages-Part time	62,567.00	.00	62,567.00	3,499.96	.00	17,485.00	45,082.00	28	51,60
5105	Overtime	4,000.00	.00	4,000.00	.00	.00	.00	4,000.00	0	19
5106	Longevity	600.00	.00	600.00	.00	.00	.00	600.00	0	60
5107	Wages-Allocated	.00	.00	.00	.00	.00	.00	.00	+++	(2,590
5109	HSA Employer Funding	2,000.00	.00	2,000.00	.00	.00	2,000.00	.00	100	2,00
5151	PERS Contribution	19,232.00	.00	19,232.00	1,877.61	.00	6,799.59	12,432.41	35	16,58
5161	Group Insurance	9,068.00	.00	9,068.00	757.86	201.77	4,434.75	4,431.48	51	8,63
5166	Medicare	1,992.00	.00	1,992.00	128.04	.00	639.58	1,352.42	32	1,77
	Personal Services Totals	$169,666.00	$0.00	$169,666.00	$11,665.07	$201.77	$58,335.24	$111,128.99	35%	$149,49
Supplies										
5201	Office Supplies	1,400.00	36.50	1,436.50	.00	41.62	36.50	1,358.38	5	2
5203	Computer Supplies	1,200.00	.00	1,200.00	.00	.00	.00	1,200.00	0	
5213	Repair and Maintenance Supplies	5,000.00	904.83	5,904.83	176.69	253.31	1,297.52	4,354.00	26	19
5215	Recreational Supplies	3,000.00	.00	3,000.00	.00	750.00	126.14	2,123.86	29	29
5216	Contributed Supplies Purchased	.00	19,126.57	19,126.57	.00	29.39	502.36	18,594.82	3	1,16
	Supplies Totals	$10,600.00	$20,067.90	$30,667.90	$176.69	$1,074.32	$1,962.52	$27,631.06	10%	$1,68
Services										
5311	Utilities	7,000.00	483.61	7,483.61	137.93	1,653.72	1,729.89	4,100.00	45	5,10
5321	Professional Training	300.00	94.78	394.78	.00	.00	94.78	300.00	24	
5322	Conference/Reimb	400.00	.00	400.00	.00	.00	.00	400.00	0	30
5324	Professional Association Dues	150.00	.00	150.00	.00	.00	100.00	50.00	67	10
5339	Misc Contract Services	9,200.00	.00	9,200.00	3,777.00	2,213.71	4,327.00	2,659.29	71	7,23
5361	Building Repair/Maintenance	25,000.00	.00	25,000.00	.00	500.00	.00	24,500.00	2	
5391	Postage	2,500.00	.00	2,500.00	.00	.00	.00	2,500.00	0	24
	Services Totals	$44,550.00	$578.39	$45,128.39	$3,914.93	$4,367.43	$6,251.67	$34,509.29	24%	$12,98
	EXPENSE TOTALS	$224,816.00	$20,646.29	$245,462.29	$15,756.69	$5,643.52	$66,549.43	$173,269.34	29%	$164,16
	Department **343 - Senior Center** Totals	($224,816.00)	($20,646.29)	($245,462.29)	($15,756.69)	($5,643.52)	($66,549.43)	($173,269.34)	29%	($164,162

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund **110 - General Fund**										
Department **344 - Community Events**										
	EXPENSE									
Personal Services										
5102	Wages-Staff	66,310.00	.00	66,310.00	5,100.80	.00	25,464.32	40,845.68	38	64,95
5105	Overtime	5,000.00	.00	5,000.00	322.79	.00	633.17	4,366.83	13	58
5109	HSA Employer Funding	4,000.00	.00	4,000.00	.00	.00	4,000.00	.00	100	4,00
5151	PERS Contribution	9,983.00	.00	9,983.00	1,081.22	.00	3,937.75	6,045.25	39	8,82
5161	Group Insurance	21,070.00	.00	21,070.00	1,765.80	215.75	10,482.39	10,371.86	51	20,11
5166	Medicare	1,034.00	.00	1,034.00	75.59	.00	363.16	670.84	35	91
	Personal Services Totals	$107,397.00	$0.00	$107,397.00	$8,346.20	$215.75	$44,880.79	$62,300.46	42%	$99,39
Supplies										
5201	Office Supplies	300.00	5.57	305.57	.00	100.00	(37.42)	242.99	20	18
5203	Computer Supplies	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	
5215	Recreational Supplies	24,000.00	1,750.00	25,750.00	.00	2,328.89	887.20	22,533.91	12	2,20
5251	MV Gas and Oil	6,000.00	.00	6,000.00	.00	.00	.00	6,000.00	0	
	Supplies Totals	$32,300.00	$1,755.57	$34,055.57	$0.00	$2,428.89	$849.78	$30,776.90	10%	$2,38
Services										
5311	Utilities	1,400.00	48.94	1,448.94	.00	703.04	345.90	400.00	72	63
5321	Professional Training	831.00	.00	831.00	.00	.00	.00	831.00	0	
5322	Conference/Reimb	1,970.00	.00	1,970.00	.00	.00	.00	1,970.00	0	19
5324	Professional Association Dues	1,154.00	.00	1,154.00	.00	.00	.00	1,154.00	0	
5339	Misc Contract Services	240,000.00	86,512.00	326,512.00	3,315.00	212,042.80	25,327.00	89,142.20	73	30,47
5395	Printing/Advertising	28,600.00	.00	28,600.00	.00	6,600.00	.00	22,000.00	23	
5399	Other Miscellaneous Services	10,000.00	.00	10,000.00	24.00	400.00	60.00	9,540.00	5	
	Services Totals	$283,955.00	$86,560.94	$370,515.94	$3,339.00	$219,745.84	$25,732.90	$125,037.20	66%	$31,30
	EXPENSE TOTALS	$423,652.00	$88,316.51	$511,968.51	$11,685.20	$222,390.48	$71,463.47	$218,114.56	57%	$133,08
	Department **344 - Community Events** Totals	($423,652.00)	($88,316.51)	($511,968.51)	($11,685.20)	($222,390.48)	($71,463.47)	($218,114.56)	57%	($133,087

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund	**110 - General Fund**									
Department	**448 - Service Department**									
	EXPENSE									
Personal Services										
5101	Salary-Elected Officials/Director	98,793.00	.00	98,793.00	7,600.00	.00	37,941.44	60,851.56	38	91,35
5102	Wages-Staff	374,844.00	.00	374,844.00	28,902.72	.00	144,813.44	230,030.56	39	354,45
5105	Overtime	7,000.00	.00	7,000.00	.00	.00	484.54	6,515.46	7	45
5106	Longevity	2,600.00	.00	2,600.00	.00	.00	.00	2,600.00	0	2,60
5107	Wages-Allocated	.00	.00	.00	.00	.00	.00	.00	+++	(4,282
5109	HSA Employer Funding	30,000.00	.00	30,000.00	.00	.00	30,000.00	.00	100	30,86
5151	PERS Contribution	67,653.00	.00	67,653.00	7,684.22	.00	28,057.78	39,595.22	41	60,30
5161	Group Insurance	156,595.00	.00	156,595.00	13,039.80	1,198.98	77,339.52	78,056.50	50	147,84
5166	Medicare	7,007.00	.00	7,007.00	503.58	.00	2,528.43	4,478.57	36	6,23
	Personal Services Totals	$744,492.00	$0.00	$744,492.00	$57,730.32	$1,198.98	$321,165.15	$422,127.87	43%	$689,83
Supplies										
5201	Office Supplies	2,000.00	17.46	2,017.46	32.83	298.37	487.09	1,232.00	39	2,70
5203	Computer Supplies	1,000.00	.00	1,000.00	.00	.00	377.83	622.17	38	17
5213	Repair and Maintenance Supplies	20,000.00	314.86	20,314.86	760.17	7,570.15	6,029.71	6,715.00	67	7,92
5251	MV Gas and Oil	1,800.00	45.27	1,845.27	25.75	985.57	209.70	650.00	65	43
5259	Operating Materials and Supplies	.00	.00	.00	160.00	640.00	160.00	(800.00)	+++	
	Supplies Totals	$24,800.00	$377.59	$25,177.59	$978.75	$9,494.09	$7,264.33	$8,419.17	67%	$11,23
Services										
5301	Boards/Commissions	250.00	.00	250.00	.00	.00	.00	250.00	0	
5302	Street Lighting	252,000.00	17,468.62	269,468.62	16,593.38	148,102.95	85,865.67	35,500.00	87	210,27
5303	Community Events	40,000.00	.00	40,000.00	.00	16,700.00	14,900.00	8,400.00	79	2,40
5311	Utilities	.00	62.86	62.86	73.09	1,329.87	332.99	(1,600.00)	2645	68
5321	Professional Training	500.00	.00	500.00	.00	.00	.00	500.00	0	1
5322	Conference/Reimb	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	13
5323	Publications	100.00	.00	100.00	.00	.00	.00	100.00	0	
5324	Professional Association Dues	250.00	.00	250.00	275.00	.00	445.00	(195.00)	178	
5325	Educational Assistance	500.00	.00	500.00	.00	.00	.00	500.00	0	
5331	Engineering/Architecture	130,000.00	71,888.04	201,888.04	5,463.72	137,588.45	33,799.59	30,500.00	85	64,69
5339	Misc Contract Services	120,000.00	45,223.15	165,223.15	11,295.91	103,928.04	19,976.12	41,318.99	75	75,01
5362	Equipment Maintenance	4,500.00	109.30	4,609.30	.00	1,787.71	2,471.59	350.00	92	3,26
5367	Streetscape Maintenance	50,000.00	200.00	50,200.00	7,284.50	410.00	14,779.00	35,011.00	30	
5374	Emergency Management Services	45,000.00	2,754.33	47,754.33	.00	2,754.33	37,021.57	7,978.43	83	37,24
5391	Postage	250.00	.00	250.00	33.85	.00	68.37	181.63	27	33
5395	Printing/Advertising	1,500.00	97.39	1,597.39	.00	97.39	.00	1,500.00	6	99
5396	Uniform Cleaning/Repairs	300.00	.00	300.00	.00	.00	.00	300.00	0	
5397	Uniform Rental	2,500.00	.00	2,500.00	.00	751.07	809.63	939.30	62	1,23
5398	Tree/Grass Service	31,000.00	.00	31,000.00	1,898.75	11,352.50	3,647.50	16,000.00	48	14,35

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Departmental Budget-May, 2021

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Include Rollup Account and Rollup to Accou

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund	**110 - General Fund**									
Department	**448 - Service Department**									
	EXPENSE									
Services										
5399	Other Miscellaneous Services	1,300.00	.00	1,300.00	.00	.00	.00	1,300.00	0	
	Services Totals	$680,950.00	$137,803.69	$818,753.69	$42,918.20	$424,802.31	$214,117.03	$179,834.35	78%	$410,63
Capital Purchases										
5631	Furniture and Fixtures	5,000.00	.00	5,000.00	1,917.68	544.64	4,455.36	.00	100	
	Capital Purchases Totals	$5,000.00	$0.00	$5,000.00	$1,917.68	$544.64	$4,455.36	$0.00	100%	$
	EXPENSE TOTALS	$1,455,242.00	$138,181.28	$1,593,423.28	$103,544.95	$436,040.02	$547,001.87	$610,381.39	62%	$1,111,71
	Department **448 - Service Department** Totals	($1,455,242.00)	($138,181.28)	($1,593,423.28)	($103,544.95)	($436,040.02)	($547,001.87)	($610,381.39)	62%	($1,111,714

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund **110 - General Fund**										
Department **479 - Building Department**										
	EXPENSE									
Personal Services										
5102	Wages-Staff	410,469.00	.00	410,469.00	23,334.86	.00	112,974.34	297,494.66	28	270,19
5105	Overtime	.00	.00	.00	.00	.00	102.97	(102.97)	+++	
5106	Longevity	650.00	.00	650.00	.00	.00	.00	650.00	0	60
5107	Wages-Allocated	.00	.00	.00	.00	.00	.00	.00	+++	(2,272
5109	HSA Employer Funding	26,000.00	.00	26,000.00	.00	.00	16,000.00	10,000.00	62	22,66
5151	PERS Contribution	57,557.00	.00	57,557.00	4,844.91	.00	17,174.21	40,382.79	30	36,19
5161	Group Insurance	135,188.00	.00	135,188.00	6,773.28	1,860.82	42,436.77	90,890.41	33	94,36
5166	Medicare	5,961.00	.00	5,961.00	326.90	.00	1,576.58	4,384.42	26	3,73
	Personal Services Totals	$635,825.00	$0.00	$635,825.00	$35,279.95	$1,860.82	$190,264.87	$443,699.31	30%	$425,48
Supplies										
5201	Office Supplies	2,500.00	.00	2,500.00	108.33	1,597.93	402.07	500.00	80	85
5241	Uniforms-Purchased	3,500.00	.00	3,500.00	.00	.00	.00	3,500.00	0	1,94
5251	MV Gas and Oil	4,000.00	1,636.01	5,636.01	387.85	2,742.11	1,393.90	1,500.00	73	2,56
	Supplies Totals	$10,000.00	$1,636.01	$11,636.01	$496.18	$4,340.04	$1,795.97	$5,500.00	53%	$5,36
Services										
5311	Utilities	5,500.00	766.12	6,266.12	.00	2,936.45	829.67	2,500.00	60	2,44
5321	Professional Training	2,500.00	1,336.00	3,836.00	1,470.48	613.52	3,222.48	.00	100	66
5322	Conference/Reimb	1,500.00	.00	1,500.00	.00	.00	.00	1,500.00	0	
5323	Publications	500.00	516.10	1,016.10	.00	531.50	234.60	250.00	75	48
5324	Professional Association Dues	1,000.00	.00	1,000.00	220.00	455.00	545.00	.00	100	14
5325	Educational Assistance	3,600.00	.00	3,600.00	.00	.00	.00	3,600.00	0	61
5331	Engineering/Architecture	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	
5339	Misc Contract Services	55,000.00	12,513.75	67,513.75	5,460.00	22,987.00	19,523.75	25,003.00	63	36,03
5362	Equipment Maintenance	7,000.00	1,142.89	8,142.89	643.42	6,802.86	2,840.03	(1,500.00)	118	5,44
5366	Computer Maintenance	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	
5376	County Health Services	40,000.00	8,055.00	48,055.00	2,508.00	20,939.00	7,116.00	20,000.00	58	46,25
5391	Postage	2,500.00	.00	2,500.00	231.32	.00	1,042.38	1,457.62	42	1,39
5395	Printing/Advertising	3,500.00	.00	3,500.00	.00	1,118.19	381.81	2,000.00	43	1,62
5399	Other Miscellaneous Services	500.00	.00	500.00	.00	.00	.00	500.00	0	
	Services Totals	$127,100.00	$24,329.86	$151,429.86	$10,533.22	$56,383.52	$35,735.72	$59,310.62	61%	$95,10
	EXPENSE TOTALS	$772,925.00	$25,965.87	$798,890.87	$46,309.35	$62,584.38	$227,796.56	$508,509.93	36%	$525,95
	Department **479 - Building Department** Totals	($772,925.00)	($25,965.87)	($798,890.87)	($46,309.35)	($62,584.38)	($227,796.56)	($508,509.93)	36%	($525,956

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund **110 - General Fund**										
Department **522 - Mayor**										
	EXPENSE									
Personal Services										
5101	Salary-Elected Officials/Director	97,802.00	.00	97,802.00	7,523.24	.00	37,616.20	60,185.80	38	97,80
5102	Wages-Staff	57,096.00	.00	57,096.00	4,392.01	.00	21,897.62	35,198.38	38	51,81
5104	Wages-Part time	7,000.00	.00	7,000.00	226.13	.00	226.13	6,773.87	3	
5109	HSA Employer Funding	6,000.00	.00	6,000.00	.00	.00	6,000.00	.00	100	6,00
5151	PERS Contribution	22,666.00	.00	22,666.00	2,502.21	.00	9,083.33	13,582.67	40	19,88
5161	Group Insurance	29,868.00	.00	29,868.00	2,485.68	520.40	14,689.26	14,658.34	51	28,38
5166	Medicare	2,348.00	.00	2,348.00	171.91	.00	845.48	1,502.52	36	2,11
	Personal Services Totals	$222,780.00	$0.00	$222,780.00	$17,301.18	$520.40	$90,358.02	$131,901.58	41%	$206,01
Supplies										
5201	Office Supplies	800.00	120.00	920.00	.00	137.82	82.18	700.00	24	72
5203	Computer Supplies	250.00	.00	250.00	.00	3.91	96.09	150.00	40	
	Supplies Totals	$1,050.00	$120.00	$1,170.00	$0.00	$141.73	$178.27	$850.00	27%	$72
Services										
5311	Utilities	800.00	256.85	1,056.85	.00	860.94	195.91	.00	100	60
5322	Conference/Reimb	1,000.00	.00	1,000.00	70.00	.00	328.76	671.24	33	48
5324	Professional Association Dues	1,750.00	.00	1,750.00	.00	.00	1,252.00	498.00	72	1,41
5332	Legal Services	30,000.00	8,600.00	38,600.00	206.96	10,299.04	3,300.96	25,000.00	35	1,45
5339	Misc Contract Services	6,000.00	.00	6,000.00	.00	.00	.00	6,000.00	0	
5391	Postage	500.00	.00	500.00	7.65	.00	85.30	414.70	17	2
5399	Other Miscellaneous Services	1,500.00	214.99	1,714.99	29.98	855.15	1,272.94	(413.10)	124	1,23
	Services Totals	$41,550.00	$9,071.84	$50,621.84	$314.59	$12,015.13	$6,435.87	$32,170.84	36%	$5,21
	EXPENSE TOTALS	$265,380.00	$9,191.84	$274,571.84	$17,615.77	$12,677.26	$96,972.16	$164,922.42	40%	$211,94
	Department **522 - Mayor** Totals	($265,380.00)	($9,191.84)	($274,571.84)	($17,615.77)	($12,677.26)	($96,972.16)	($164,922.42)	40%	($211,945

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund **110 - General Fund**										
Department **534 - Civil Service Commission**										
	EXPENSE									
Personal Services										
5104	Wages-Part time	59,384.00	.00	59,384.00	4,189.75	.00	21,351.76	38,032.24	36	52,91
5107	Wages-Allocated	.00	.00	.00	.00	.00	.00	.00	+++	(842
5151	PERS Contribution	8,314.00	.00	8,314.00	896.33	.00	3,237.00	5,077.00	39	7,12
5166	Medicare	861.00	.00	861.00	60.75	.00	309.60	551.40	36	76
	Personal Services Totals	$68,559.00	$0.00	$68,559.00	$5,146.83	$0.00	$24,898.36	$43,660.64	36%	$59,96
Supplies										
5201	Office Supplies	700.00	3,186.00	3,886.00	.00	388.86	3,297.14	200.00	95	46
5203	Computer Supplies	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	
5259	Operating Materials and Supplies	1,300.00	.00	1,300.00	.00	.00	.00	1,300.00	0	
	Supplies Totals	$3,000.00	$3,186.00	$6,186.00	$0.00	$388.86	$3,297.14	$2,500.00	60%	$46
Services										
5321	Professional Training	600.00	.00	600.00	.00	.00	.00	600.00	0	
5332	Legal Services	7,000.00	.00	7,000.00	.00	3,950.00	50.00	3,000.00	57	7,25
5336	Medical Services/Physical Exams	12,000.00	926.00	12,926.00	2,005.00	7,339.00	4,507.00	1,080.00	92	4,57
5339	Misc Contract Services	12,000.00	.00	12,000.00	.00	7,480.26	2,019.74	2,500.00	79	8,36
5391	Postage	200.00	.00	200.00	.00	.00	1.11	198.89	1	
5395	Printing/Advertising	5,000.00	.00	5,000.00	289.99	1,350.00	689.99	2,960.01	41	1,77
	Services Totals	$36,800.00	$926.00	$37,726.00	$2,294.99	$20,119.26	$7,267.84	$10,338.90	73%	$21,96
Capital Purchases										
5631	Furniture and Fixtures	500.00	.00	500.00	.00	.00	.00	500.00	0	
	Capital Purchases Totals	$500.00	$0.00	$500.00	$0.00	$0.00	$0.00	$500.00	0%	$
	EXPENSE TOTALS	$108,859.00	$4,112.00	$112,971.00	$7,441.82	$20,508.12	$35,463.34	$56,999.54	50%	$82,39
	Department **534 - Civil Service Commission** Totals	($108,859.00)	($4,112.00)	($112,971.00)	($7,441.82)	($20,508.12)	($35,463.34)	($56,999.54)	50%	($82,397

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund **110 - General Fund**										
Department **545 - City Auditor**										
	EXPENSE									
Personal Services										
5101	Salary-Elected Officials/Director	90,769.00	.00	90,769.00	6,789.94	.00	33,949.70	56,819.30	37	89,03
5102	Wages-Staff	163,172.00	.00	163,172.00	12,755.61	.00	63,655.44	99,516.56	39	173,24
5104	Wages-Part time	45,665.00	.00	45,665.00	3,334.25	.00	16,776.18	28,888.82	37	44,44
5105	Overtime	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	
5106	Longevity	600.00	.00	600.00	.00	.00	.00	600.00	0	60
5107	Wages-Allocated	.00	.00	.00	.00	.00	(527.10)	527.10	+++	
5109	HSA Employer Funding	4,000.00	.00	4,000.00	.00	.00	4,000.00	.00	100	4,00
5151	PERS Contribution	41,259.00	.00	41,259.00	4,733.48	.00	17,382.98	23,876.02	42	40,50
5161	Group Insurance	23,519.00	.00	23,519.00	1,977.13	450.18	11,637.96	11,430.86	51	22,54
5166	Medicare	4,278.00	.00	4,278.00	312.97	.00	1,564.76	2,713.24	37	4,08
	Personal Services Totals	$375,262.00	$0.00	$375,262.00	$29,903.38	$450.18	$148,439.92	$226,371.90	40%	$378,46
Supplies										
5201	Office Supplies	2,500.00	248.34	2,748.34	.00	321.41	426.93	2,000.00	27	17
5203	Computer Supplies	4,000.00	354.81	4,354.81	.00	354.81	.00	4,000.00	8	14
	Supplies Totals	$6,500.00	$603.15	$7,103.15	$0.00	$676.22	$426.93	$6,000.00	16%	$31
Services										
5321	Professional Training	4,500.00	.00	4,500.00	.00	.00	.00	4,500.00	0	1,58
5322	Conference/Reimb	5,600.00	.00	5,600.00	.00	2,683.04	225.96	2,691.00	52	
5324	Professional Association Dues	1,300.00	382.00	1,682.00	.00	834.00	535.00	313.00	81	55
5333	Outside Professional Services	47,000.00	2,285.50	49,285.50	3,400.00	24,985.50	23,800.00	500.00	99	43,56
5339	Misc Contract Services	28,500.00	11,400.95	39,900.95	943.20	30,526.95	4,674.00	4,700.00	88	19,07
5362	Equipment Maintenance	1,700.00	237.75	1,937.75	67.79	1,548.80	338.95	50.00	97	1,25
5366	Computer Maintenance	1,800.00	.00	1,800.00	.00	1,800.00	.00	.00	100	1,80
5391	Postage	2,160.00	.00	2,160.00	121.78	.00	721.54	1,438.46	33	1,81
5395	Printing/Advertising	2,000.00	.00	2,000.00	.00	.00	43.04	1,956.96	2	1,91
5399	Other Miscellaneous Services	12,000.00	.00	12,000.00	420.85	1,260.00	2,273.96	8,466.04	29	6,62
	Services Totals	$106,560.00	$14,306.20	$120,866.20	$4,953.62	$63,638.29	$32,612.45	$24,615.46	80%	$78,18
	EXPENSE TOTALS	$488,322.00	$14,909.35	$503,231.35	$34,857.00	$64,764.69	$181,479.30	$256,987.36	49%	$456,96
	Department **545 - City Auditor** Totals	($488,322.00)	($14,909.35)	($503,231.35)	($34,857.00)	($64,764.69)	($181,479.30)	($256,987.36)	49%	($456,964

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund **110 - General Fund**										
Department **554 - City Attorney**										
	EXPENSE									
Personal Services										
5101	Salary-Elected Officials/Director	100,302.00	.00	100,302.00	7,523.24	.00	37,616.20	62,685.80	38	100,30
5102	Wages-Staff	258,718.00	.00	258,718.00	20,046.48	.00	97,745.92	160,972.08	38	223,33
5104	Wages-Part time	68,533.00	.00	68,533.00	5,329.60	.00	26,622.08	41,910.92	39	125,91
5106	Longevity	.00	.00	.00	.00	.00	550.00	(550.00)	+++	
5107	Wages-Allocated	.00	.00	.00	.00	.00	(357.90)	357.90	+++	(823
5109	HSA Employer Funding	16,000.00	.00	16,000.00	.00	.00	15,666.66	333.34	98	13,66
5151	PERS Contribution	59,507.00	.00	59,507.00	6,908.85	.00	24,020.43	35,486.57	40	52,99
5161	Group Insurance	81,556.00	.00	81,556.00	7,797.67	996.12	37,756.94	42,802.94	48	67,46
5166	Medicare	6,200.00	.00	6,200.00	462.10	.00	2,285.26	3,914.74	37	6,34
	Personal Services Totals	$590,816.00	$0.00	$590,816.00	$48,067.94	$996.12	$241,905.59	$347,914.29	41%	$589,19
Supplies										
5201	Office Supplies	4,750.00	380.65	5,130.65	201.79	1,045.51	1,835.14	2,250.00	56	3,73
5203	Computer Supplies	400.00	.00	400.00	.00	.00	.00	400.00	0	
5205	Small Tools/Minor Equipment	500.00	.00	500.00	.00	.00	.00	500.00	0	
	Supplies Totals	$5,650.00	$380.65	$6,030.65	$201.79	$1,045.51	$1,835.14	$3,150.00	48%	$3,73
Services										
5311	Utilities	.00	2,409.71	2,409.71	.00	2,426.86	477.44	(494.59)	121	79
5321	Professional Training	2,500.00	.00	2,500.00	.00	.00	.00	2,500.00	0	50
5322	Conference/Reimb	250.00	.00	250.00	412.72	1,087.28	422.12	(1,259.40)	604	
5323	Publications	7,200.00	1,228.82	8,428.82	440.82	1,322.46	2,992.10	4,114.26	51	8,09
5324	Professional Association Dues	3,200.00	.00	3,200.00	.00	700.00	1,115.00	1,385.00	57	80
5332	Legal Services	40,000.00	1,825.00	41,825.00	.00	9,190.00	6,635.00	26,000.00	38	32,43
5333	Outside Professional Services	9,500.00	.00	9,500.00	416.67	3,333.36	11,550.48	(5,383.84)	157	14,69
5337	Public Defender	5,459.00	1,243.62	6,702.62	.00	3,742.13	2,501.49	459.00	93	2,52
5339	Misc Contract Services	39,100.00	.00	39,100.00	375.00	948.00	17,192.00	20,960.00	46	7,39
5341	Court Costs and Fees	500.00	.00	500.00	.00	.00	.00	500.00	0	12
5366	Computer Maintenance	250.00	.00	250.00	.00	.00	.00	250.00	0	
5391	Postage	500.00	.00	500.00	49.05	.00	373.40	126.60	75	91
5399	Other Miscellaneous Services	3,000.00	.00	3,000.00	48.00	173.00	1,391.15	1,435.85	52	1,00
	Services Totals	$111,459.00	$6,707.15	$118,166.15	$1,742.26	$22,923.09	$44,650.18	$50,592.88	57%	$69,27
	EXPENSE TOTALS	$707,925.00	$7,087.80	$715,012.80	$50,011.99	$24,964.72	$288,390.91	$401,657.17	44%	$662,20
	Department **554 - City Attorney** Totals	($707,925.00)	($7,087.80)	($715,012.80)	($50,011.99)	($24,964.72)	($288,390.91)	($401,657.17)	44%	($662,205

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Include Rollup Account and Rollup to Accou

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund **110 - General Fund**										
Department **571 - City Council**										
	EXPENSE									
Personal Services										
5101	Salary-Elected Officials/Director	63,842.00	.00	63,842.00	5,320.15	.00	26,600.75	37,241.25	42	63,84
5102	Wages-Staff	70,110.00	.00	70,110.00	5,393.60	.00	26,926.08	43,183.92	38	69,89
5104	Wages-Part time	26,905.00	.00	26,905.00	1,325.86	.00	7,340.13	19,564.87	27	23,84
5109	HSA Employer Funding	2,000.00	.00	2,000.00	.00	.00	2,000.00	.00	100	2,00
5151	PERS Contribution	22,520.00	.00	22,520.00	2,153.63	.00	8,950.07	13,569.93	40	21,61
5161	Group Insurance	9,068.00	.00	9,068.00	754.56	291.57	4,414.95	4,361.48	52	8,64
5166	Medicare	2,332.00	.00	2,332.00	172.10	.00	870.21	1,461.79	37	2,25
	Personal Services Totals	$196,777.00	$0.00	$196,777.00	$15,119.90	$291.57	$77,102.19	$119,383.24	39%	$192,10
Supplies										
5201	Office Supplies	1,800.00	161.95	1,961.95	364.42	943.56	918.39	100.00	95	1,35
5203	Computer Supplies	500.00	.00	500.00	.00	.00	.00	500.00	0	1
	Supplies Totals	$2,300.00	$161.95	$2,461.95	$364.42	$943.56	$918.39	$600.00	76%	$1,36
Services										
5321	Professional Training	2,000.00	1,100.00	3,100.00	.00	1,134.00	1,466.00	500.00	84	66
5322	Conference/Reimb	3,500.00	.00	3,500.00	368.48	577.52	622.48	2,300.00	34	31
5323	Publications	100.00	.00	100.00	.00	.00	.00	100.00	0	
5324	Professional Association Dues	500.00	.00	500.00	.00	95.00	225.00	180.00	64	32
5339	Misc Contract Services	40,000.00	.00	40,000.00	718.20	4,153.46	20,366.27	15,480.27	61	13,72
5391	Postage	250.00	.00	250.00	.51	.00	40.37	209.63	16	9
5395	Printing/Advertising	3,000.00	.00	3,000.00	396.67	143.47	556.53	2,300.00	23	1,81
5399	Other Miscellaneous Services	6,500.00	.00	6,500.00	.00	.00	.00	6,500.00	0	20
	Services Totals	$55,850.00	$1,100.00	$56,950.00	$1,483.86	$6,103.45	$23,276.65	$27,569.90	52%	$17,12
	EXPENSE TOTALS	$254,927.00	$1,261.95	$256,188.95	$16,968.18	$7,338.58	$101,297.23	$147,553.14	42%	$210,59
	Department **571 - City Council** Totals	($254,927.00)	($1,261.95)	($256,188.95)	($16,968.18)	($7,338.58)	($101,297.23)	($147,553.14)	42%	($210,592

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund **110 - General Fund**										
Department **580 - Development Department**										
	EXPENSE									
Personal Services										
5101	Salary-Elected Officials/Director	95,895.00	.00	95,895.00	7,377.60	.00	36,831.04	59,063.96	38	92,68
5102	Wages-Staff	131,553.00	.00	131,553.00	10,120.03	.00	50,517.46	81,035.54	38	128,27
5104	Wages-Part time	7,000.00	.00	7,000.00	.00	.00	.00	7,000.00	0	28
5107	Wages-Allocated	.00	.00	.00	.00	.00	(150.53)	150.53	+++	
5109	HSA Employer Funding	10,000.00	.00	10,000.00	.00	.00	10,000.00	.00	100	8,80
5151	PERS Contribution	32,823.00	.00	32,823.00	3,674.49	.00	13,355.96	19,467.04	41	29,67
5161	Group Insurance	51,049.00	.00	51,049.00	4,303.32	624.08	25,482.69	24,942.23	51	49,13
5166	Medicare	3,399.00	.00	3,399.00	244.09	.00	1,218.43	2,180.57	36	3,09
	Personal Services Totals	$331,719.00	$0.00	$331,719.00	$25,719.53	$624.08	$137,255.05	$193,839.87	42%	$311,94
Supplies										
5201	Office Supplies	3,000.00	29.13	3,029.13	.00	500.00	1,507.13	1,022.00	66	74
5203	Computer Supplies	250.00	.00	250.00	.00	.00	.00	250.00	0	
	Supplies Totals	$3,250.00	$29.13	$3,279.13	$0.00	$500.00	$1,507.13	$1,272.00	61%	$74
Services										
5301	Boards/Commissions	2,000.00	1,008.39	3,008.39	318.64	1,043.35	965.04	1,000.00	67	1,02
5311	Utilities	2,200.00	100.78	2,300.78	.00	996.28	404.50	900.00	61	1,21
5321	Professional Training	2,000.00	510.00	2,510.00	.00	440.00	70.00	2,000.00	20	7
5322	Conference/Reimb	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	
5323	Publications	2,000.00	.00	2,000.00	.00	.00	115.00	1,885.00	6	1,10
5324	Professional Association Dues	3,000.00	.00	3,000.00	.00	682.00	1,336.00	982.00	67	1,57
5325	Educational Assistance	3,000.00	.00	3,000.00	.00	.00	.00	3,000.00	0	
5331	Engineering/Architecture	35,000.00	3,750.58	38,750.58	6,227.82	35,326.54	31,420.04	(27,996.00)	172	16,68
5332	Legal Services	20,000.00	3,754.75	23,754.75	.00	14,541.25	4,212.50	5,001.00	79	18,74
5339	Misc Contract Services	80,000.00	20,079.64	100,079.64	1,775.99	9,102.54	26,980.60	63,996.50	36	95,60
5391	Postage	500.00	.00	500.00	22.79	.00	38.34	461.66	8	11
5395	Printing/Advertising	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	78
5399	Other Miscellaneous Services	1,000.00	10,000.00	11,000.00	.00	650.00	.00	10,350.00	6	
	Services Totals	$160,700.00	$39,204.14	$199,904.14	$8,345.24	$62,781.96	$65,542.02	$71,580.16	64%	$136,93
Transfers/Other										
5513	Refunds-Permit	.00	.00	.00	.00	.00	100.00	(100.00)	+++	
	Transfers/Other Totals	$0.00	$0.00	$0.00	$0.00	$0.00	$100.00	($100.00)	+++	$
	EXPENSE TOTALS	$495,669.00	$39,233.27	$534,902.27	$34,064.77	$63,906.04	$204,404.20	$266,592.03	50%	$449,62
	Department **580 - Development Department** Totals	($495,669.00)	($39,233.27)	($534,902.27)	($34,064.77)	($63,906.04)	($204,404.20)	($266,592.03)	50%	($449,623

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund **110 - General Fund**										
Department **582 - Human Resources Department**										
	EXPENSE									
Personal Services										
5101	Salary-Elected Officials/Director	91,957.00	.00	91,957.00	7,073.62	.00	35,313.62	56,643.38	38	91,70
5106	Longevity	550.00	.00	550.00	.00	.00	600.00	(50.00)	109	55
5109	HSA Employer Funding	2,000.00	.00	2,000.00	.00	.00	2,000.00	.00	100	2,00
5151	PERS Contribution	12,951.00	.00	12,951.00	1,569.45	.00	5,484.96	7,466.04	42	12,42
5161	Group Insurance	8,960.00	.00	8,960.00	770.80	194.10	4,512.41	4,253.49	53	8,79
5166	Medicare	1,341.00	.00	1,341.00	101.01	.00	512.94	828.06	38	1,31
	Personal Services Totals	$117,759.00	$0.00	$117,759.00	$9,514.88	$194.10	$48,423.93	$69,140.97	41%	$116,78
Supplies										
5201	Office Supplies	750.00	182.51	932.51	.00	264.11	738.40	(70.00)	108	1,00
5203	Computer Supplies	750.00	.00	750.00	.00	.00	.00	750.00	0	12
5208	OSHA Supplies	18,000.00	1,982.54	19,982.54	1,043.84	3,134.91	7,737.94	9,109.69	54	15,46
	Supplies Totals	$19,500.00	$2,165.05	$21,665.05	$1,043.84	$3,399.02	$8,476.34	$9,789.69	55%	$16,58
Services										
5321	Professional Training	.00	.00	.00	.00	.00	.00	.00	+++	1,50
5323	Publications	800.00	.00	800.00	.00	.00	719.80	80.20	90	73
5324	Professional Association Dues	600.00	.00	600.00	219.00	.00	219.00	381.00	36	1,13
5336	Medical Services/Physical Exams	4,000.00	1,000.00	5,000.00	138.00	1,362.00	138.00	3,500.00	30	2,24
5339	Misc Contract Services	6,000.00	.00	6,000.00	1,585.00	.00	6,234.28	(234.28)	104	7,49
5391	Postage	200.00	.00	200.00	6.06	.00	41.86	158.14	21	7
5399	Other Miscellaneous Services	30,000.00	4,145.00	34,145.00	1,099.40	3,198.60	8,265.25	22,681.15	34	13,45
	Services Totals	$41,600.00	$5,145.00	$46,745.00	$3,047.46	$4,560.60	$15,618.19	$26,566.21	43%	$26,65
	EXPENSE TOTALS	$178,859.00	$7,310.05	$186,169.05	$13,606.18	$8,153.72	$72,518.46	$105,496.87	43%	$160,02
Department **582 - Human Resources Department** Totals		($178,859.00)	($7,310.05)	($186,169.05)	($13,606.18)	($8,153.72)	($72,518.46)	($105,496.87)	43%	($160,023

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund **110 - General Fund**										
Department **584 - Computer Department**										
	EXPENSE									
Supplies										
5201	Office Supplies	250.00	.00	250.00	.00	189.38	60.62	.00	100	17
5203	Computer Supplies	12,750.00	.00	12,750.00	445.37	11,862.40	887.60	.00	100	11,13
	Supplies Totals	$13,000.00	$0.00	$13,000.00	$445.37	$12,051.78	$948.22	$0.00	100%	$11,31
Services										
5339	Misc Contract Services	186,000.00	10,375.00	196,375.00	(6,039.00)	109,980.28	76,355.72	10,039.00	95	155,99
5366	Computer Maintenance	273,354.00	21,405.32	294,759.32	47,892.32	156,930.96	139,359.14	(1,530.78)	101	264,24
	Services Totals	$459,354.00	$31,780.32	$491,134.32	$41,853.32	$266,911.24	$215,714.86	$8,508.22	98%	$420,23
Capital Purchases										
5639	Other Equipment	164,600.00	24,996.00	189,596.00	517.98	139,829.55	11,770.45	37,996.00	80	58,31
	Capital Purchases Totals	$164,600.00	$24,996.00	$189,596.00	$517.98	$139,829.55	$11,770.45	$37,996.00	80%	$58,31
	EXPENSE TOTALS	$636,954.00	$56,776.32	$693,730.32	$42,816.67	$418,792.57	$228,433.53	$46,504.22	93%	$489,86
	Department **584 - Computer Department** Totals	($636,954.00)	($56,776.32)	($693,730.32)	($42,816.67)	($418,792.57)	($228,433.53)	($46,504.22)	93%	($489,864

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund **110 - General Fund**										
Department **593 - Clerk of Courts**										
	EXPENSE									
Personal Services										
5101	Salary-Elected Officials/Director	79,755.00	.00	79,755.00	5,944.00	.00	29,685.12	50,069.88	37	80,10
5102	Wages-Staff	100,593.00	.00	100,593.00	7,545.60	.00	38,361.61	62,231.39	38	114,42
5104	Wages-Part time	32,833.00	.00	32,833.00	2,493.60	.00	12,392.88	20,440.12	38	28,69
5106	Longevity	600.00	.00	600.00	.00	.00	.00	600.00	0	60
5109	HSA Employer Funding	8,000.00	.00	8,000.00	.00	.00	8,000.00	.00	100	8,66
5151	PERS Contribution	29,229.00	.00	29,229.00	3,356.49	.00	12,746.95	16,482.05	44	29,01
5161	Group Insurance	42,402.00	.00	42,402.00	3,697.59	1,139.92	21,848.31	19,413.77	54	44,85
5166	Medicare	3,100.00	.00	3,100.00	224.93	.00	1,132.02	1,967.98	37	3,15
	Personal Services Totals	$296,512.00	$0.00	$296,512.00	$23,262.21	$1,139.92	$124,166.89	$171,205.19	42%	$309,50
Supplies										
5201	Office Supplies	2,500.00	963.18	3,463.18	284.19	3,097.09	537.11	(171.02)	105	2,24
5203	Computer Supplies	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	
	Supplies Totals	$4,500.00	$963.18	$5,463.18	$284.19	$3,097.09	$537.11	$1,828.98	67%	$2,24
Services										
5321	Professional Training	800.00	.00	800.00	.00	.00	600.00	200.00	75	25
5322	Conference/Reimb	250.00	.00	250.00	.00	.00	.00	250.00	0	
5323	Publications	500.00	.00	500.00	.00	227.92	72.08	200.00	60	29
5324	Professional Association Dues	500.00	.00	500.00	.00	.00	235.00	265.00	47	
5332	Legal Services	70,000.00	15,000.00	85,000.00	2,000.00	53,000.00	19,000.00	13,000.00	85	52,00
5339	Misc Contract Services	1,500.00	1,456.31	2,956.31	.00	3,837.44	218.87	(1,100.00)	137	1,32
5344	Witness Fees	250.00	.00	250.00	.00	.00	.00	250.00	0	1
5362	Equipment Maintenance	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	
5377	Municipal Court	25,000.00	.00	25,000.00	.00	9,218.50	5,781.50	10,000.00	60	4,85
5391	Postage	2,000.00	.00	2,000.00	84.45	.00	369.26	1,630.74	18	1,25
5393	L.E.A.D.S Terminal	600.00	.00	600.00	.00	600.00	.00	.00	100	60
5399	Other Miscellaneous Services	2,500.00	546.00	3,046.00	45.00	1,336.51	414.49	1,295.00	57	49
	Services Totals	$104,900.00	$17,002.31	$121,902.31	$2,129.45	$68,220.37	$26,691.20	$26,990.74	78%	$61,10
	EXPENSE TOTALS	$405,912.00	$17,965.49	$423,877.49	$25,675.85	$72,457.38	$151,395.20	$200,024.91	53%	$372,85
	Department **593 - Clerk of Courts** Totals	($405,912.00)	($17,965.49)	($423,877.49)	($25,675.85)	($72,457.38)	($151,395.20)	($200,024.91)	53%	($372,852

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund	**110 - General Fund**									
Department	**595 - General and Administrative**									
	EXPENSE									
Personal Services										
5164	Workers Compensation	250,670.00	250,000.00	500,670.00	3,325.00	213,009.00	40,316.00	247,345.00	51	157,70
5165	Unemployment Compensation	25,000.00	9,830.84	34,830.84	.00	7,807.78	7,023.06	20,000.00	43	16
	Personal Services Totals	$275,670.00	$259,830.84	$535,500.84	$3,325.00	$220,816.78	$47,339.06	$267,345.00	50%	$157,87
Supplies										
5202	Photo Copy Supplies	5,000.00	168.22	5,168.22	.00	468.52	1,199.70	3,500.00	32	3,57
	Supplies Totals	$5,000.00	$168.22	$5,168.22	$0.00	$468.52	$1,199.70	$3,500.00	32%	$3,57
Services										
5301	Boards/Commissions	35,000.00	8,195.10	43,195.10	2,951.38	4,183.64	12,287.31	26,724.15	38	15,56
5311	Utilities	225,000.00	6,565.03	231,565.03	10,708.94	97,612.04	54,452.99	79,500.00	66	151,29
5324	Professional Association Dues	30,000.00	.00	30,000.00	.00	10,824.38	14,811.38	4,364.24	85	25,63
5351	Liability Insurance Deductible	240,000.00	.00	240,000.00	4,114.00	12,430.00	29,765.00	197,805.00	18	366,50
5352	Motor Vehicle Insurance	80,000.00	.00	80,000.00	.00	.00	.00	80,000.00	0	97,33
5353	Employee Fidelity Bond	3,000.00	.00	3,000.00	.00	.00	1,301.00	1,699.00	43	1,30
5361	Building Repair/Maintenance	65,000.00	650.00	65,650.00	189.50	30,204.90	3,948.50	31,496.60	52	53,50
5362	Equipment Maintenance	2,500.00	.00	2,500.00	74.51	925.49	74.51	1,500.00	40	69
5371	Election Expense	35,000.00	.00	35,000.00	.00	.00	.00	35,000.00	0	27,58
5372	Delinquent Tax Advertising	750.00	.00	750.00	.00	.00	103.24	646.76	14	34
5373	Auditor/Treasurer Fees	12,000.00	.00	12,000.00	2.06	.00	2,909.09	9,090.91	24	4,93
5391	Postage	.00	482.64	482.64	(1,334.77)	2,017.36	(973.44)	(561.28)	216	4,27
5394	Taxes/Assessments-City Property	30,000.00	.00	30,000.00	.00	24,550.78	5,449.22	.00	100	3,77
5399	Other Miscellaneous Services	10,000.00	.00	10,000.00	.00	.00	600.00	9,400.00	6	
	Services Totals	$768,250.00	$15,892.77	$784,142.77	$16,705.62	$182,748.59	$124,728.80	$476,665.38	39%	$752,76
Capital Purchases										
5639	Other Equipment	30,000.00	.00	30,000.00	626.17	6,094.40	3,970.55	19,935.05	34	12,70
	Capital Purchases Totals	$30,000.00	$0.00	$30,000.00	$626.17	$6,094.40	$3,970.55	$19,935.05	34%	$12,70
	EXPENSE TOTALS	$1,078,920.00	$275,891.83	$1,354,811.83	$20,656.79	$410,128.29	$177,238.11	$767,445.43	43%	$926,92
	Department **595 - General and Administrative** Totals	($1,078,920.00)	($275,891.83)	($1,354,811.83)	($20,656.79)	($410,128.29)	($177,238.11)	($767,445.43)	43%	($926,926

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Include Rollup Account and Rollup to Accou

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund **110 - General Fund**										
Department **810 - Public Health and Welfare**										
	EXPENSE									
Services										
5376	County Health Services	343,400.00	.00	343,400.00	.00	.00	171,987.09	171,412.91	50	333,25
	Services Totals	$343,400.00	$0.00	$343,400.00	$0.00	$0.00	$171,987.09	$171,412.91	50%	$333,25
	EXPENSE TOTALS	$343,400.00	$0.00	$343,400.00	$0.00	$0.00	$171,987.09	$171,412.91	50%	$333,25
	Department **810 - Public Health and Welfare** Totals	($343,400.00)	$0.00	($343,400.00)	$0.00	$0.00	($171,987.09)	($171,412.91)	50%	($333,254
	Fund **110 - General Fund** Totals	$23,364,916.00	$1,142,220.59	$24,507,136.59	$1,551,078.68	$2,816,493.53	$8,471,108.86	$13,219,534.20		$17,162,90

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund	**203 - Cares Act (CRF) Franklin Cty**									
Department	**000 - General**									
	EXPENSE									
Transfers/Other										
5529	Miscellaneous Distributions	.00	7,701.02	7,701.02	.00	7,701.02	.00	.00	100	2,785,03
	Transfers/Other Totals	$0.00	$7,701.02	$7,701.02	$0.00	$7,701.02	$0.00	$0.00	100%	$2,785,03
	EXPENSE TOTALS	$0.00	$7,701.02	$7,701.02	$0.00	$7,701.02	$0.00	$0.00	100%	$2,785,03
	Department **000 - General** Totals	$0.00	($7,701.02)	($7,701.02)	$0.00	($7,701.02)	$0.00	$0.00	100%	($2,785,034
	Fund **203 - Cares Act (CRF) Franklin Cty** Totals	$0.00	$7,701.02	$7,701.02	$0.00	$7,701.02	$0.00	$0.00		$2,785,03

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund	**204 - Cares Act (CRF) Licking Cty**									
Department	**000 - General**									
	EXPENSE									
Transfers/Other										
5529	Miscellaneous Distributions	.00	33,704.74	33,704.74	.00	7,886.06	28,516.31	(2,697.63)	108	344,79
	Transfers/Other Totals	$0.00	$33,704.74	$33,704.74	$0.00	$7,886.06	$28,516.31	($2,697.63)	108%	$344,79
	EXPENSE TOTALS	$0.00	$33,704.74	$33,704.74	$0.00	$7,886.06	$28,516.31	($2,697.63)	108%	$344,79
	Department **000 - General** Totals	$0.00	($33,704.74)	($33,704.74)	$0.00	($7,886.06)	($28,516.31)	$2,697.63	108%	($344,791
	Fund **204 - Cares Act (CRF) Licking Cty** Totals	$0.00	$33,704.74	$33,704.74	$0.00	$7,886.06	$28,516.31	($2,697.63)		$344,79

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Fund	**205 - Cares Act (CRF) Fairfield Cty**									
Department	**000 - General**									
	EXPENSE									
Transfers/Other										
5529	Miscellaneous Distributions	.00	.00	.00	.00	.00	.00	.00	+++	51,53
	Transfers/Other Totals	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	+++	$51,53
	EXPENSE TOTALS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	+++	$51,53
	Department **000 - General** Totals	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	+++	($51,536
	Fund **205 - Cares Act (CRF) Fairfield Cty** Totals	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$51,53

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund	**220 - Income Tax Fund**									
Department	**000 - General**									
	EXPENSE									
Transfers/Other										
5000	Contingency Reserve	.00	.00	.00	.00	3,373,565.51	.00	(3,373,565.51)	+++	
	Transfers/Other Totals	$0.00	$0.00	$0.00	$0.00	$3,373,565.51	$0.00	($3,373,565.51)	+++	$0
	EXPENSE TOTALS	$0.00	$0.00	$0.00	$0.00	$3,373,565.51	$0.00	($3,373,565.51)	+++	$0
	Department **000 - General** Totals	$0.00	$0.00	$0.00	$0.00	($3,373,565.51)	$0.00	$3,373,565.51	+++	$0

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund	**220 - Income Tax Fund**									
Department	**564 - Income Tax Division**									
	EXPENSE									
Personal Services										
5101	Salary-Elected Officials/Director	126,383.00	.00	126,383.00	6,744.40	.00	28,228.32	98,154.68	22	62,03
5106	Longevity	700.00	.00	700.00	.00	.00	.00	700.00	0	70
5109	HSA Employer Funding	6,000.00	.00	6,000.00	.00	.00	2,000.00	4,000.00	33	2,00
5151	PERS Contribution	13,172.00	.00	13,172.00	1,196.00	.00	4,178.02	8,993.98	32	8,32
5161	Group Insurance	21,222.00	.00	21,222.00	805.94	183.39	4,488.18	16,550.43	22	8,64
5164	Workers Compensation	3,605.00	.00	3,605.00	.00	.00	.00	3,605.00	0	1,78
5166	Medicare	769.00	.00	769.00	15.43	.00	15.43	753.57	2	
	Personal Services Totals	$171,851.00	$0.00	$171,851.00	$8,761.77	$183.39	$38,909.95	$132,757.66	23%	$83,49
Supplies										
5201	Office Supplies	1,500.00	.00	1,500.00	.00	500.00	.00	1,000.00	33	2
5203	Computer Supplies	500.00	.00	500.00	.00	250.00	.00	250.00	50	7
	Supplies Totals	$2,000.00	$0.00	$2,000.00	$0.00	$750.00	$0.00	$1,250.00	38%	$10
Services										
5321	Professional Training	500.00	.00	500.00	.00	.00	.00	500.00	0	
5322	Conference/Reimb	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	
5323	Publications	200.00	.00	200.00	.00	.00	.00	200.00	0	
5324	Professional Association Dues	525.00	.00	525.00	.00	.00	.00	525.00	0	
5339	Misc Contract Services	75,000.00	.00	75,000.00	.00	.00	.00	75,000.00	0	
5353	Employee Fidelity Bond	75.00	.00	75.00	.00	75.00	.00	.00	100	7
5362	Equipment Maintenance	425.00	79.28	504.28	22.59	316.33	112.95	75.00	85	27
5373	Auditor/Treasurer Fees	4,000.00	.00	4,000.00	.00	.00	.43	3,999.57	0	2,62
5379	Other Governmental Billings	10,000.00	.00	10,000.00	863.21	.00	1,771.35	8,228.65	18	4,85
5391	Postage	675.00	.00	675.00	4.02	.00	21.27	653.73	3	9
	Services Totals	$92,400.00	$79.28	$92,479.28	$889.82	$391.33	$1,906.00	$90,181.95	2%	$7,92
Transfers/Other										
5519	Miscellaneous Costs	110,000.00	.00	110,000.00	1,491.21	.00	(33.56)	110,033.56	0	2,51
5529	Miscellaneous Distributions	800,000.00	.00	800,000.00	(319,659.97)	.00	30,987.62	769,012.38	4	229,12
5530	Enterprise Zone Payment	1,500,000.00	.00	1,500,000.00	427,604.35	.00	941,643.80	558,356.20	63	25,47
	Transfers/Other Totals	$2,410,000.00	$0.00	$2,410,000.00	$109,435.59	$0.00	$972,597.86	$1,437,402.14	40%	$257,11
	EXPENSE TOTALS	$2,676,251.00	$79.28	$2,676,330.28	$119,087.18	$1,324.72	$1,013,413.81	$1,661,591.75	38%	$348,64
	Department **564 - Income Tax Division** Totals	($2,676,251.00)	($79.28)	($2,676,330.28)	($119,087.18)	($1,324.72)	($1,013,413.81)	($1,661,591.75)	38%	($348,644
	Fund **220 - Income Tax Fund** Totals	$2,676,251.00	$79.28	$2,676,330.28	$119,087.18	$3,374,890.23	$1,013,413.81	($1,711,973.76)		$348,64

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Fund	**260 - Street Fund**									
Department	**268 - Street Department**									
	EXPENSE									
Personal Services										
5101	Salary-Elected Officials/Director	77,384.00	.00	77,384.00	5,953.61	.00	29,733.15	47,650.85	38	77,918
5102	Wages-Staff	396,544.00	.00	396,544.00	30,196.94	.00	150,006.46	246,537.54	38	368,46
5105	Overtime	28,000.00	25,000.00	53,000.00	78.12	.00	24,231.23	28,768.77	46	8,14
5106	Longevity	3,550.00	.00	3,550.00	.00	.00	.00	3,550.00	0	3,55
5107	Wages-Allocated	.00	.00	.00	.00	.00	(1,363.96)	1,363.96	+++	
5109	HSA Employer Funding	19,000.00	.00	19,000.00	.00	.00	19,000.00	.00	100	23,00
5151	PERS Contribution	70,207.00	.00	70,207.00	7,603.27	.00	29,662.21	40,544.79	42	60,73
5161	Group Insurance	97,012.00	.00	97,012.00	8,094.53	1,548.97	47,912.82	47,550.21	51	112,03
5164	Workers Compensation	14,339.00	.00	14,339.00	.00	.00	.00	14,339.00	0	13,56
5166	Medicare	7,329.00	.00	7,329.00	513.87	.00	2,882.85	4,446.15	39	6,41
	Personal Services Totals	$713,365.00	$25,000.00	$738,365.00	$52,440.34	$1,548.97	$302,064.76	$434,751.27	41%	$673,82
Supplies										
5201	Office Supplies	3,500.00	384.66	3,884.66	641.89	1,756.62	1,285.56	842.48	78	2,45
5203	Computer Supplies	1,000.00	.00	1,000.00	.00	1,000.00	.00	.00	100	11
5205	Small Tools/Minor Equipment	1,500.00	.00	1,500.00	.00	500.00	.00	1,000.00	33	76
5213	Repair and Maintenance Supplies	500.00	.00	500.00	.00	.00	.00	500.00	0	
5241	Uniforms-Purchased	2,000.00	.00	2,000.00	39.99	1,065.15	534.85	400.00	80	1,22
5251	MV Gas and Oil	36,000.00	2,016.24	38,016.24	1,003.07	10,818.02	11,198.22	16,000.00	58	16,46
5252	Aggregates	19,000.00	508.67	19,508.67	.00	8,593.00	2,915.67	8,000.00	59	9,44
5253	Ice Control	140,000.00	.00	140,000.00	.00	30,831.23	9,168.77	100,000.00	29	49,83
5259	Operating Materials and Supplies	90,000.00	43,085.10	133,085.10	2,777.81	56,787.21	43,693.09	32,604.80	76	59,99
	Supplies Totals	$293,500.00	$45,994.67	$339,494.67	$4,462.76	$111,351.23	$68,796.16	$159,347.28	53%	$140,30
Services										
5311	Utilities	19,000.00	831.64	19,831.64	580.13	9,830.32	4,722.37	5,278.95	73	9,22
5313	Traffic Light Current	12,000.00	489.83	12,489.83	480.05	4,090.24	2,399.59	6,000.00	52	5,04
5321	Professional Training	500.00	.00	500.00	.00	100.00	.00	400.00	20	9
5322	Conference/Reimb	200.00	.00	200.00	.00	.00	.00	200.00	0	
5324	Professional Association Dues	130.00	.00	130.00	.00	25.00	35.00	70.00	46	7
5331	Engineering/Architecture	14,000.00	3,458.06	17,458.06	.00	8,237.80	220.26	9,000.00	48	54
5339	Misc Contract Services	39,700.00	18,520.12	58,220.12	.00	32,891.09	3,502.92	21,826.11	63	14,26
5351	Liability Insurance Deductible	8,000.00	.00	8,000.00	.00	.00	.00	8,000.00	0	9,60
5352	Motor Vehicle Insurance	8,000.00	.00	8,000.00	.00	.00	.00	8,000.00	0	10,60
5361	Building Repair/Maintenance	12,100.00	.00	12,100.00	600.00	2,400.00	600.00	9,100.00	25	20
5365	Utility Line Repair/Maintenance	31,600.00	14,000.00	45,600.00	1,974.52	39,152.01	6,447.99	.00	100	22,73
5366	Computer Maintenance	.00	3,200.00	3,200.00	.00	3,200.00	.00	.00	100	
5391	Postage	100.00	.00	100.00	.00	.00	1.53	98.47	2	
5397	Uniform Rental	2,500.00	95.16	2,595.16	68.80	1,830.85	655.28	109.03	96	2,02

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Fund **260 - Street Fund**										
Department **268 - Street Department**										
	EXPENSE									
Services										
5399	Other Miscellaneous Services	1,000.00	.00	1,000.00	.00	406.50	448.50	145.00	86	4(
	Services Totals	$148,830.00	$40,594.81	$189,424.81	$3,703.50	$102,163.81	$19,033.44	$68,227.56	64%	$74,45
Capital Purchases										
5632	Motor Vehicles	50,000.00	146,050.00	196,050.00	.00	31,121.00	152,929.00	12,000.00	94	133,38
5639	Other Equipment	.00	.00	.00	.00	.00	.00	.00	+++	17,66(
	Capital Purchases Totals	$50,000.00	$146,050.00	$196,050.00	$0.00	$31,121.00	$152,929.00	$12,000.00	94%	$151,04
	EXPENSE TOTALS	$1,205,695.00	$257,639.48	$1,463,334.48	$60,606.60	$246,185.01	$542,823.36	$674,326.11	54%	$1,039,63
	Department **268 - Street Department** Totals	($1,205,695.00)	($257,639.48)	($1,463,334.48)	($60,606.60)	($246,185.01)	($542,823.36)	($674,326.11)	54%	($1,039,633
	Fund **260 - Street Fund** Totals	$1,205,695.00	$257,639.48	$1,463,334.48	$60,606.60	$246,185.01	$542,823.36	$674,326.11		$1,039,63

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Fund **270 - State Highway Fund**										
Department **268 - Street Department**										
	EXPENSE									
Supplies										
5253	Ice Control	60,000.00	.00	60,000.00	.00	600.40	39,399.60	20,000.00	67	60,00
5259	Operating Materials and Supplies	10,000.00	.00	10,000.00	.00	5,420.00	580.00	4,000.00	60	3,13
	Supplies Totals	$70,000.00	$0.00	$70,000.00	$0.00	$6,020.40	$39,979.60	$24,000.00	66%	$63,13
Services										
5313	Traffic Light Current	12,000.00	604.58	12,604.58	540.18	4,855.19	2,749.39	5,000.00	60	5,70
5339	Misc Contract Services	3,000.00	.00	3,000.00	.00	1,500.00	.00	1,500.00	50	
5365	Utility Line Repair/Maintenance	9,000.00	8,128.82	17,128.82	8,000.00	6,000.00	16,128.82	(5,000.00)	129	
	Services Totals	$24,000.00	$8,733.40	$32,733.40	$8,540.18	$12,355.19	$18,878.21	$1,500.00	95%	$5,70
	EXPENSE TOTALS	$94,000.00	$8,733.40	$102,733.40	$8,540.18	$18,375.59	$58,857.81	$25,500.00	75%	$68,83
	Department **268 - Street Department** Totals	($94,000.00)	($8,733.40)	($102,733.40)	($8,540.18)	($18,375.59)	($58,857.81)	($25,500.00)	75%	($68,839
	Fund **270 - State Highway Fund** Totals	$94,000.00	$8,733.40	$102,733.40	$8,540.18	$18,375.59	$58,857.81	$25,500.00		$68,83

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Fund **290 - Law Enforcement Fund**										
Department **111 - Police Division**										
	EXPENSE									
Transfers/Other										
5529	Miscellaneous Distributions	.00	87,892.74	87,892.74	.00	.00	.00	87,892.74	0	4,408
5921	Immobilization Expenses	.00	18,401.54	18,401.54	.00	.00	.00	18,401.54	0	
	Transfers/Other Totals	$0.00	$106,294.28	$106,294.28	$0.00	$0.00	$0.00	$106,294.28	0%	$4,408
	EXPENSE TOTALS	$0.00	$106,294.28	$106,294.28	$0.00	$0.00	$0.00	$106,294.28	0%	$4,408
	Department **111 - Police Division** Totals	$0.00	($106,294.28)	($106,294.28)	$0.00	$0.00	$0.00	($106,294.28)	0%	($4,408
	Fund **290 - Law Enforcement Fund** Totals	$0.00	$106,294.28	$106,294.28	$0.00	$0.00	$0.00	$106,294.28		$4,408

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Include Rollup Account and Rollup to Accou

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund **291 - Drug Enforcement Fund**										
Department **111 - Police Division**										
	EXPENSE									
Transfers/Other										
5529	Miscellaneous Distributions	.00	47,898.74	47,898.74	.00	.00	.00	47,898.74	0	
	Transfers/Other Totals	$0.00	$47,898.74	$47,898.74	$0.00	$0.00	$0.00	$47,898.74	0%	$0
	EXPENSE TOTALS	$0.00	$47,898.74	$47,898.74	$0.00	$0.00	$0.00	$47,898.74	0%	$0
	Department **111 - Police Division** Totals	$0.00	($47,898.74)	($47,898.74)	$0.00	$0.00	$0.00	($47,898.74)	0%	$0
	Fund **291 - Drug Enforcement Fund** Totals	$0.00	$47,898.74	$47,898.74	$0.00	$0.00	$0.00	$47,898.74		$0

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund	**292 - Safety Belt Program Fund**									
Department	**111 - Police Division**									
	EXPENSE									
Transfers/Other										
5529	Miscellaneous Distributions	.00	4,376.00	4,376.00	.00	.00	.00	4,376.00	0	
	Transfers/Other Totals	$0.00	$4,376.00	$4,376.00	$0.00	$0.00	$0.00	$4,376.00	0%	$0
	EXPENSE TOTALS	$0.00	$4,376.00	$4,376.00	$0.00	$0.00	$0.00	$4,376.00	0%	$0
	Department **111 - Police Division** Totals	$0.00	($4,376.00)	($4,376.00)	$0.00	$0.00	$0.00	($4,376.00)	0%	$0
	Fund **292 - Safety Belt Program Fund** Totals	$0.00	$4,376.00	$4,376.00	$0.00	$0.00	$0.00	$4,376.00		$0

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund	**293 - DUI/Education/Enforcement Fund**									
Department	**111 - Police Division**									
	EXPENSE									
Transfers/Other										
5529	Miscellaneous Distributions	.00	18,304.19	18,304.19	.00	.00	.00	18,304.19	0	
	Transfers/Other Totals	$0.00	$18,304.19	$18,304.19	$0.00	$0.00	$0.00	$18,304.19	0%	$0
	EXPENSE TOTALS	$0.00	$18,304.19	$18,304.19	$0.00	$0.00	$0.00	$18,304.19	0%	$0
	Department **111 - Police Division** Totals	$0.00	($18,304.19)	($18,304.19)	$0.00	$0.00	$0.00	($18,304.19)	0%	$0
	Fund **293 - DUI/Education/Enforcement Fund** Totals	$0.00	$18,304.19	$18,304.19	$0.00	$0.00	$0.00	$18,304.19		$0

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund **294 - Federal Forfeiture Fund**										
Department **111 - Police Division**										
	EXPENSE									
Transfers/Other										
5529	Miscellaneous Distributions	.00	151,175.27	151,175.27	.00	.00	.00	151,175.27	0	
	Transfers/Other Totals	$0.00	$151,175.27	$151,175.27	$0.00	$0.00	$0.00	$151,175.27	0%	$0
	EXPENSE TOTALS	$0.00	$151,175.27	$151,175.27	$0.00	$0.00	$0.00	$151,175.27	0%	$0
	Department **111 - Police Division** Totals	$0.00	($151,175.27)	($151,175.27)	$0.00	$0.00	$0.00	($151,175.27)	0%	$0
	Fund **294 - Federal Forfeiture Fund** Totals	$0.00	$151,175.27	$151,175.27	$0.00	$0.00	$0.00	$151,175.27		$0

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund	**295 - Law Enforcement Asst Fund**									
Department	**111 - Police Division**									
	EXPENSE									
Transfers/Other										
5529	Miscellaneous Distributions	.00	57,121.76	57,121.76	.00	.00	.00	57,121.76	0	
	Transfers/Other Totals	$0.00	$57,121.76	$57,121.76	$0.00	$0.00	$0.00	$57,121.76	0%	$0
	EXPENSE TOTALS	$0.00	$57,121.76	$57,121.76	$0.00	$0.00	$0.00	$57,121.76	0%	$0
	Department **111 - Police Division** Totals	$0.00	($57,121.76)	($57,121.76)	$0.00	$0.00	$0.00	($57,121.76)	0%	$0
	Fund **295 - Law Enforcement Asst Fund** Totals	$0.00	$57,121.76	$57,121.76	$0.00	$0.00	$0.00	$57,121.76		$0

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund	**710 - Water Fund**									
Department	**735 - Water Division**									
	EXPENSE									
Personal Services										
5101	Salary-Elected Officials/Director	39,795.00	.00	39,795.00	3,061.67	.00	15,291.19	24,503.81	38	40,12
5102	Wages-Staff	259,273.00	.00	259,273.00	20,208.01	.00	100,608.61	158,664.39	39	238,98
5105	Overtime	15,400.00	15,400.00	30,800.00	2,608.94	.00	12,828.59	17,971.41	42	10,08
5106	Longevity	1,750.00	.00	1,750.00	.00	.00	.00	1,750.00	0	1,75
5107	Wages-Allocated	.00	.00	.00	.00	.00	.00	.00	+++	(1,876
5109	HSA Employer Funding	21,000.00	.00	21,000.00	.00	.00	17,000.00	4,000.00	81	21,00
5151	PERS Contribution	44,271.00	.00	44,271.00	5,043.67	.00	17,933.72	26,337.28	41	37,80
5161	Group Insurance	109,753.00	.00	109,753.00	5,944.59	3,988.49	44,761.34	61,003.17	44	98,68
5164	Workers Compensation	8,970.00	.00	8,970.00	.00	.00	.00	8,970.00	0	8,73
5166	Medicare	4,585.00	.00	4,585.00	357.71	.00	1,749.29	2,835.71	38	3,93
	Personal Services Totals	$504,797.00	$15,400.00	$520,197.00	$37,224.59	$3,988.49	$210,172.74	$306,035.77	41%	$459,23
Supplies										
5201	Office Supplies	5,500.00	1,725.92	7,225.92	329.51	3,157.63	2,318.29	1,750.00	76	4,23
5203	Computer Supplies	7,500.00	101.78	7,601.78	155.06	1,795.84	805.94	5,000.00	34	2,01
5213	Repair and Maintenance Supplies	10,000.00	.00	10,000.00	.00	.00	.00	10,000.00	0	
5241	Uniforms-Purchased	3,500.00	367.45	3,867.45	.00	.00	367.45	3,500.00	10	1,78
5251	MV Gas and Oil	17,000.00	421.37	17,421.37	764.36	4,857.81	3,063.56	9,500.00	45	5,04
5252	Aggregates	39,700.00	2,957.90	42,657.90	5,643.91	35,919.55	17,788.35	(11,050.00)	126	26,09
5259	Operating Materials and Supplies	70,000.00	14,871.04	84,871.04	1,105.89	59,027.92	34,729.62	(8,886.50)	110	61,38
5263	Meters-Resale	20,000.00	.00	20,000.00	.00	.00	.00	20,000.00	0	
	Supplies Totals	$173,200.00	$20,445.46	$193,645.46	$7,998.73	$104,758.75	$59,073.21	$29,813.50	85%	$100,54
Services										
5311	Utilities	16,000.00	1,036.54	17,036.54	793.20	12,321.86	6,614.68	(1,900.00)	111	11,49
5321	Professional Training	3,000.00	.00	3,000.00	.00	2,000.00	.00	1,000.00	67	
5322	Conference/Reimb	1,000.00	56.04	1,056.04	15.00	985.00	71.04	.00	100	88
5323	Publications	200.00	.00	200.00	.00	245.00	3,555.00	(3,600.00)	1900	
5324	Professional Association Dues	400.00	.00	400.00	.00	.00	.00	400.00	0	
5325	Educational Assistance	500.00	.00	500.00	.00	.00	.00	500.00	0	
5331	Engineering/Architecture	15,000.00	1,553.16	16,553.16	.00	5,958.16	595.00	10,000.00	40	3,44
5339	Misc Contract Services	50,000.00	5,627.04	55,627.04	1,411.20	30,510.23	8,315.72	16,801.09	70	35,41
5351	Liability Insurance Deductible	4,500.00	.00	4,500.00	.00	.00	.00	4,500.00	0	4,50
5352	Motor Vehicle Insurance	2,750.00	.00	2,750.00	.00	.00	.00	2,750.00	0	2,75
5361	Building Repair/Maintenance	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	1,27
5362	Equipment Maintenance	8,000.00	237.85	8,237.85	67.78	948.95	338.90	6,950.00	16	81
5363	MV Repair/Maintenance-External	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	
5364	MV Repair/Maintenance-Internal	6,000.00	.00	6,000.00	.00	.00	.00	6,000.00	0	3,08
5365	Utility Line Repair/Maintenance	38,000.00	.00	38,000.00	.00	.00	.00	38,000.00	0	8,42

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund **710 - Water Fund**										
Department **735 - Water Division**										
	EXPENSE									
Services										
5366	Computer Maintenance	12,500.00	.00	12,500.00	12,420.00	800.00	12,500.00	(800.00)	106	14,65
5378	Columbus Contract	5,350,272.00	442,212.51	5,792,484.51	386,105.76	1,575,402.93	1,994,809.58	2,222,272.00	62	5,416,44
5379	Other Governmental Billings	15,000.00	.00	15,000.00	.00	.00	.00	15,000.00	0	
5391	Postage	15,000.00	.00	15,000.00	34.07	.00	2,200.84	12,799.16	15	5,87
5399	Other Miscellaneous Services	150,000.00	849.27	150,849.27	4,152.69	47,043.17	9,141.54	94,664.56	37	154,10
	Services Totals	$5,691,122.00	$451,572.41	$6,142,694.41	$404,999.70	$1,676,215.30	$2,038,142.30	$2,428,336.81	60%	$5,663,16
Capital Purchases										
5611	Buildings	12,500.00	.00	12,500.00	.00	.00	.00	12,500.00	0	
5631	Furniture and Fixtures	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	
5632	Motor Vehicles	50,000.00	.00	50,000.00	.00	16,686.00	.00	33,314.00	33	19,15
5633	Machinery and Equipment	175,000.00	.00	175,000.00	.00	139.00	12,360.00	162,501.00	7	114,91
5639	Other Equipment	175,000.00	80,952.50	255,952.50	.00	80,952.50	.00	175,000.00	32	
	Capital Purchases Totals	$413,500.00	$80,952.50	$494,452.50	$0.00	$97,777.50	$12,360.00	$384,315.00	22%	$134,06
	EXPENSE TOTALS	$6,782,619.00	$568,370.37	$7,350,989.37	$450,223.02	$1,882,740.04	$2,319,748.25	$3,148,501.08	57%	$6,357,01
	Department **735 - Water Division** Totals	($6,782,619.00)	($568,370.37)	($7,350,989.37)	($450,223.02)	($1,882,740.04)	($2,319,748.25)	($3,148,501.08)	57%	($6,357,016

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Fund **710 - Water Fund**										
Department **991 - Debt Service**										
	EXPENSE									
Debt Service										
5414	G. O. Bond-Principal	335,500.00	.00	335,500.00	.00	39,899.49	.00	295,600.51	12	330,538
5424	G. O. Bond-Interest	30,735.00	.00	30,735.00	1,370.75	14,294.46	1,370.75	15,069.79	51	34,14
	Debt Service Totals	$366,235.00	$0.00	$366,235.00	$1,370.75	$54,193.95	$1,370.75	$310,670.30	15%	$364,68
	EXPENSE TOTALS	$366,235.00	$0.00	$366,235.00	$1,370.75	$54,193.95	$1,370.75	$310,670.30	15%	$364,68
	Department **991 - Debt Service** Totals	($366,235.00)	$0.00	($366,235.00)	($1,370.75)	($54,193.95)	($1,370.75)	($310,670.30)	15%	($364,682
	Fund **710 - Water Fund** Totals	$7,148,854.00	$568,370.37	$7,717,224.37	$451,593.77	$1,936,933.99	$2,321,119.00	$3,459,171.38		$6,721,69

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund	**720 - Wastewater/Sewer Fund**									
Department	**736 - Wastewater Division**									
	EXPENSE									
Personal Services										
5101	Salary-Elected Officials/Director	39,796.00	.00	39,796.00	3,061.66	.00	15,291.18	24,504.82	38	40,12
5102	Wages-Staff	315,459.00	.00	315,459.00	24,073.60	.00	120,048.40	195,410.60	38	304,45
5105	Overtime	3,500.00	15,400.00	18,900.00	1,350.20	.00	3,560.40	15,339.60	19	6,24
5106	Longevity	550.00	.00	550.00	.00	.00	1,100.00	(550.00)	200	55
5107	Wages-Allocated	.00	.00	.00	.00	.00	.00	.00	+++	(2,624
5109	HSA Employer Funding	21,000.00	.00	21,000.00	.00	.00	21,000.00	.00	100	21,00
5151	PERS Contribution	49,953.00	.00	49,953.00	6,426.72	.00	23,211.00	26,742.00	46	47,29
5161	Group Insurance	110,143.00	.00	110,143.00	10,802.65	887.60	54,541.36	54,714.04	50	105,11
5164	Workers Compensation	10,192.00	.00	10,192.00	.00	.00	.00	10,192.00	0	9,81
5166	Medicare	5,210.00	.00	5,210.00	394.19	.00	1,967.37	3,242.63	38	4,85
	Personal Services Totals	$555,803.00	$15,400.00	$571,203.00	$46,109.02	$887.60	$240,719.71	$329,595.69	42%	$536,82
Supplies										
5201	Office Supplies	5,500.00	1,695.00	7,195.00	329.51	3,126.68	2,318.32	1,750.00	76	2,99
5203	Computer Supplies	7,500.00	101.78	7,601.78	155.07	1,795.78	806.00	5,000.00	34	2,01
5213	Repair and Maintenance Supplies	2,500.00	.00	2,500.00	.00	.00	.00	2,500.00	0	
5241	Uniforms-Purchased	3,500.00	367.46	3,867.46	.00	.00	367.46	3,500.00	10	1,78
5251	MV Gas and Oil	16,500.00	421.38	16,921.38	764.37	4,857.78	3,063.60	9,000.00	47	5,04
5252	Aggregates	4,500.00	.00	4,500.00	.00	5,406.17	343.83	(1,250.00)	128	1,13
5259	Operating Materials and Supplies	65,000.00	31.36	65,031.36	974.97	25,978.99	2,538.87	36,513.50	44	33,92
	Supplies Totals	$105,000.00	$2,616.98	$107,616.98	$2,223.92	$41,165.40	$9,438.08	$57,013.50	47%	$46,89
Services										
5311	Utilities	12,000.00	191.59	12,191.59	27.57	4,317.15	1,774.44	6,100.00	50	3,66
5321	Professional Training	3,000.00	.00	3,000.00	.00	.00	.00	3,000.00	0	
5322	Conference/Reimb	1,000.00	56.04	1,056.04	15.00	985.00	71.04	.00	100	88
5324	Professional Association Dues	350.00	.00	350.00	.00	.00	.00	350.00	0	
5325	Educational Assistance	500.00	.00	500.00	.00	.00	.00	500.00	0	
5331	Engineering/Architecture	15,000.00	2,677.50	17,677.50	.00	7,677.50	.00	10,000.00	43	2,32
5339	Misc Contract Services	45,000.00	5,627.05	50,627.05	1,411.20	25,510.25	5,986.80	19,130.00	62	14,65
5351	Liability Insurance Deductible	1,750.00	.00	1,750.00	.00	.00	.00	1,750.00	0	1,75
5352	Motor Vehicle Insurance	3,000.00	.00	3,000.00	.00	.00	.00	3,000.00	0	3,00
5361	Building Repair/Maintenance	9,000.00	.00	9,000.00	.00	.00	.00	9,000.00	0	40
5362	Equipment Maintenance	3,000.00	237.85	3,237.85	67.78	948.95	338.90	1,950.00	40	81
5363	MV Repair/Maintenance-External	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	
5364	MV Repair/Maintenance-Internal	6,000.00	.00	6,000.00	.00	.00	.00	6,000.00	0	3,08
5365	Utility Line Repair/Maintenance	115,000.00	74,550.58	189,550.58	.00	173,665.11	45,283.47	(29,398.00)	116	103,91
5366	Computer Maintenance	15,000.00	.00	15,000.00	12,420.00	.00	12,500.00	2,500.00	83	14,06
5378	Columbus Contract	5,229,860.00	685,943.98	5,915,803.98	381,031.48	1,401,419.69	2,284,524.29	2,229,860.00	62	5,390,29

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund **720 - Wastewater/Sewer Fund**										
Department **736 - Wastewater Division**										
	EXPENSE									
Services										
5391	Postage	12,000.00	.00	12,000.00	34.07	.00	2,200.82	9,799.18	18	5,87
5399	Other Miscellaneous Services	150,000.00	749.11	150,749.11	594.65	6,322.91	2,874.23	141,551.97	6	113,86
	Services Totals	$5,622,460.00	$770,033.70	$6,392,493.70	$395,601.75	$1,620,846.56	$2,355,553.99	$2,416,093.15	62%	$5,658,59
Capital Purchases										
5611	Buildings	12,500.00	.00	12,500.00	.00	.00	.00	12,500.00	0	
5631	Furniture and Fixtures	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	
5632	Motor Vehicles	50,000.00	.00	50,000.00	.00	16,686.00	.00	33,314.00	33	19,15
5633	Machinery and Equipment	175,000.00	.00	175,000.00	.00	139.00	12,360.00	162,501.00	7	114,91
5639	Other Equipment	175,000.00	80,952.50	255,952.50	.00	80,952.50	.00	175,000.00	32	
	Capital Purchases Totals	$413,500.00	$80,952.50	$494,452.50	$0.00	$97,777.50	$12,360.00	$384,315.00	22%	$134,06
	EXPENSE TOTALS	$6,696,763.00	$869,003.18	$7,565,766.18	$443,934.69	$1,760,677.06	$2,618,071.78	$3,187,017.34	58%	$6,376,38
	Department **736 - Wastewater Division** Totals	($6,696,763.00)	($869,003.18)	($7,565,766.18)	($443,934.69)	($1,760,677.06)	($2,618,071.78)	($3,187,017.34)	58%	($6,376,381

Attachment: Departmental Budget-May, 2021 06_25_2021 8_53_58 AM_Joni Crawford_46106F9G

Departmental Budget-May, 2021

Fiscal Year to Date 05/31/21

Include Rollup Account and Rollup to Accou

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund	**720 - Wastewater/Sewer Fund**									
Department	**991 - Debt Service**									
	EXPENSE									
Debt Service										
5414	G. O. Bond-Principal	38,100.00	.00	38,100.00	.00	.00	.00	38,100.00	0	37,10
5424	G. O. Bond-Interest	1,920.00	.00	1,920.00	963.75	.00	963.75	956.25	50	2,84
	Debt Service Totals	$40,020.00	$0.00	$40,020.00	$963.75	$0.00	$963.75	$39,056.25	2%	$39,94
	EXPENSE TOTALS	$40,020.00	$0.00	$40,020.00	$963.75	$0.00	$963.75	$39,056.25	2%	$39,94
	Department **991 - Debt Service** Totals	($40,020.00)	$0.00	($40,020.00)	($963.75)	$0.00	($963.75)	($39,056.25)	2%	($39,943
	Fund **720 - Wastewater/Sewer Fund** Totals	$6,736,783.00	$869,003.18	$7,605,786.18	$444,898.44	$1,760,677.06	$2,619,035.53	$3,226,073.59		$6,416,32

Attachment: Departmental Budget-May, 2021 06_25_2021 8_53_58 AM_Joni Crawford_46106F9G

Departmental Budget-May, 2021

Fiscal Year to Date 05/31/21

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund	**740 - Storm Water Drainage Fund**									
Department	**737 - Storm Water Division**									
	EXPENSE									
Personal Services										
5102	Wages-Staff	213,430.00	.00	213,430.00	16,225.61	.00	80,900.95	132,529.05	38	204,49
5105	Overtime	4,900.00	.00	4,900.00	169.54	.00	211.78	4,688.22	4	66
5106	Longevity	1,050.00	.00	1,050.00	.00	.00	.00	1,050.00	0	1,05
5109	HSA Employer Funding	11,000.00	.00	11,000.00	.00	.00	11,000.00	.00	100	11,00
5151	PERS Contribution	30,363.00	.00	30,363.00	3,431.14	.00	13,816.47	16,546.53	46	27,68
5161	Group Insurance	57,470.00	.00	57,470.00	4,794.77	715.23	28,431.38	28,323.39	51	54,81
5164	Workers Compensation	6,223.00	.00	6,223.00	.00	.00	.00	6,223.00	0	5,95
5166	Medicare	3,181.00	.00	3,181.00	226.67	.00	1,125.84	2,055.16	35	2,85
	Personal Services Totals	$327,617.00	$0.00	$327,617.00	$24,847.73	$715.23	$135,486.42	$191,415.35	42%	$308,50
Supplies										
5201	Office Supplies	6,500.00	1,500.00	8,000.00	.00	2,825.69	1,374.31	3,800.00	52	1,23
5203	Computer Supplies	750.00	.00	750.00	.00	700.00	.00	50.00	93	
5205	Small Tools/Minor Equipment	1,500.00	.00	1,500.00	.00	500.00	.00	1,000.00	33	3,06
5241	Uniforms-Purchased	1,000.00	232.92	1,232.92	.00	500.00	232.92	500.00	59	56
5251	MV Gas and Oil	7,000.00	215.00	7,215.00	297.00	2,910.00	1,305.00	3,000.00	58	2,78
5252	Aggregates	1,250.00	.00	1,250.00	.00	500.00	.00	750.00	40	73
5259	Operating Materials and Supplies	42,000.00	1,100.00	43,100.00	577.44	11,703.50	7,396.50	24,000.00	44	32,39
	Supplies Totals	$60,000.00	$3,047.92	$63,047.92	$874.44	$19,639.19	$10,308.73	$33,100.00	48%	$40,79
Services										
5311	Utilities	7,000.00	277.72	7,277.72	134.37	4,618.13	1,319.59	1,340.00	82	2,90
5321	Professional Training	400.00	.00	400.00	.00	200.00	.00	200.00	50	18
5322	Conference/Reimb	20.00	.00	20.00	.00	20.00	.00	.00	100	1
5324	Professional Association Dues	220.00	.00	220.00	.00	200.00	.00	20.00	91	7
5331	Engineering/Architecture	8,000.00	.00	8,000.00	.00	5,000.00	.00	3,000.00	62	36,57
5339	Misc Contract Services	46,450.00	24,270.12	70,720.12	19,000.00	9,386.29	44,507.71	16,826.12	76	30,98
5351	Liability Insurance Deductible	2,250.00	.00	2,250.00	.00	.00	.00	2,250.00	0	2,25
5352	Motor Vehicle Insurance	2,750.00	.00	2,750.00	.00	.00	.00	2,750.00	0	2,75
5361	Building Repair/Maintenance	4,000.00	.00	4,000.00	.00	3,000.00	.00	1,000.00	75	
5364	MV Repair/Maintenance-Internal	3,500.00	.00	3,500.00	.00	.00	.00	3,500.00	0	3,15
5365	Utility Line Repair/Maintenance	7,500.00	.00	7,500.00	.00	2,000.00	.00	5,500.00	27	
5366	Computer Maintenance	.00	3,200.00	3,200.00	.00	3,200.00	.00	.00	100	
5378	Columbus Contract	900,000.00	66,713.92	966,713.92	67,314.24	362,841.83	333,872.09	270,000.00	72	786,27
5391	Postage	22,000.00	.00	22,000.00	.00	.00	2,000.51	19,999.49	9	5,37
5397	Uniform Rental	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	
5399	Other Miscellaneous Services	39,000.00	749.11	39,749.11	228.26	3,722.91	926.20	35,100.00	12	34,59
	Services Totals	$1,045,090.00	$95,210.87	$1,140,300.87	$86,676.87	$394,189.16	$382,626.10	$363,485.61	68%	$905,11

Attachment: Departmental Budget-May, 2021 06_25_2021 8_53_58 AM_Joni Crawford_46106F9G

Departmental Budget-May, 2021

Fiscal Year to Date 05/31/21

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund	**740 - Storm Water Drainage Fund**									
Department	**737 - Storm Water Division**									
	EXPENSE									
Capital Purchases										
5633	Machinery and Equipment	.00	.00	.00	.00	.00	.00	.00	+++	28,90
	Capital Purchases Totals	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	+++	$28,90
	EXPENSE TOTALS	$1,432,707.00	$98,258.79	$1,530,965.79	$112,399.04	$414,543.58	$528,421.25	$588,000.96	62%	$1,283,31
	Department **737 - Storm Water Division** Totals	($1,432,707.00)	($98,258.79)	($1,530,965.79)	($112,399.04)	($414,543.58)	($528,421.25)	($588,000.96)	62%	($1,283,315

Attachment: Departmental Budget-May, 2021 06_25_2021 8_53_58 AM_Joni Crawford_46106F9G

Departmental Budget-May, 2021

Fiscal Year to Date 05/31/21

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund	**740 - Storm Water Drainage Fund**									
Department	**991 - Debt Service**									
	EXPENSE									
Debt Service										
5414	G. O. Bond-Principal	110,000.00	.00	110,000.00	.00	.00	.00	110,000.00	0	105,00
5424	G. O. Bond-Interest	15,595.00	.00	15,595.00	.00	7,797.00	.00	7,798.00	50	17,96
	Debt Service Totals	$125,595.00	$0.00	$125,595.00	$0.00	$7,797.00	$0.00	$117,798.00	6%	$122,96
	EXPENSE TOTALS	$125,595.00	$0.00	$125,595.00	$0.00	$7,797.00	$0.00	$117,798.00	6%	$122,96
	Department **991 - Debt Service** Totals	($125,595.00)	$0.00	($125,595.00)	$0.00	($7,797.00)	$0.00	($117,798.00)	6%	($122,967
	Fund **740 - Storm Water Drainage Fund** Totals	$1,558,302.00	$98,258.79	$1,656,560.79	$112,399.04	$422,340.58	$528,421.25	$705,798.96		$1,406,28

Attachment: Departmental Budget-May, 2021 06_25_2021 8_53_58 AM_Joni Crawford_46106F9G

Departmental Budget-May, 2021

Fiscal Year to Date 05/31/21

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Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund **750 - Solid Waste Fund**										
Department **738 - Refuse Collection**										
	EXPENSE									
Supplies										
5201	Office Supplies	2,000.00	1,500.00	3,500.00	.00	2,125.69	1,374.31	.00	100	1,238
	Supplies Totals	$2,000.00	$1,500.00	$3,500.00	$0.00	$2,125.69	$1,374.31	$0.00	100%	$1,238
Services										
5315	Private Hauler Contract	2,480,000.00	363,945.51	2,843,945.51	27,227.27	398,224.27	970,411.90	1,475,309.34	48	2,228,14
5391	Postage	12,000.00	.00	12,000.00	34.06	.00	2,200.81	9,799.19	18	5,87
5399	Other Miscellaneous Services	110,000.00	749.11	110,749.11	228.26	3,322.91	926.20	106,500.00	4	34,43
	Services Totals	$2,602,000.00	$364,694.62	$2,966,694.62	$27,489.59	$401,547.18	$973,538.91	$1,591,608.53	46%	$2,268,44
	EXPENSE TOTALS	$2,604,000.00	$366,194.62	$2,970,194.62	$27,489.59	$403,672.87	$974,913.22	$1,591,608.53	46%	$2,269,68
	Department **738 - Refuse Collection** Totals	($2,604,000.00)	($366,194.62)	($2,970,194.62)	($27,489.59)	($403,672.87)	($974,913.22)	($1,591,608.53)	46%	($2,269,685
	Fund **750 - Solid Waste Fund** Totals	$2,604,000.00	$366,194.62	$2,970,194.62	$27,489.59	$403,672.87	$974,913.22	$1,591,608.53		$2,269,68
	Grand Totals	$45,388,801.00	$3,737,075.71	$49,125,876.71	$2,775,693.48	$10,995,155.94	$16,558,209.15	$21,572,511.62		$38,619,78

Attachment: Departmental Budget-May, 2021 06_25_2021 8_53_58 AM_Joni Crawford_46106F9G

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

Memo

DATE:	**July 12, 2021**
TO:	
CC:	
RE:	**FI 7616 East LLC Liquor Permit**

NOTICE TO LEGISLATIVE AUTHORITY

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

TO

2601515 PERMIT NUMBER	TRFO TYPE	FI 7616 EAST LLC 7616 E MAIN ST REYNOLDSBURG OH 43068
05 07 2021 ISSUE DATE		
06 21 2021 FILING DATE		
C1 C2 PERMIT CLASSES		
25 220 TAX DISTRICT	B RECEIPT NO. F25539	

FROM 06/23/2021

86744320005 PERMIT NUMBER	TYPE	SUBU PETROLEUM INC DBA MAIN STREET FOOD MART 7616 E MAIN ST REYNOLDSBURG OH 43068
05 07 2021 ISSUE DATE		
06 21 2021 FILING DATE		
C1 C2 PERMIT CLASSES		
25 220 TAX DISTRICT	RECEIPT NO.	

MAILED 06/23/2021 RESPONSES MUST BE POSTMARKED NO LATER THAN. 07/26/2021

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 TRFO 2601515
(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING. ☐

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

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

(Signature) (Title)- ☐ Clerk of County Commissioner (Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

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

DLC 4052

Attachment: 7616 East LLC (FI 7616 East LLC Liquor Permit)

Ohio | Department of Commerce

Rev 2/10/2021

Division of Liquor Control
Sheryl Maxfield, Director

Mike DeWine, Governor
Jon Husted, Lt. Governor

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

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/liqr/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.

Attachment: 7616 East LLC (FI 7616 East LLC Liquor Permit)

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

Memo

DATE:	**July 12, 2021**
TO:	
CC:	
RE:	**Mills Pizza Co. Liquor Permit**

NOTICE TO LEGISLATIVE AUTHORITY

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

TO

6017680 PERMIT NUMBER / TRFO TYPE	MILLS PIZZA CO DBA MASSEYS PIZZA REYNOLDSBURG & DRIVE UP WINDOW 7070 E MAIN ST & PATIO REYNOLDSBURG OH 43068
02 01 2020 ISSUE DATE	
06 21 2021 FILING DATE	
D1 PERMIT CLASSES	
25 220 B F25537 TAX DISTRICT / RECEIPT NO.	

FROM 06/23/2021

22152610005 PERMIT NUMBER / TYPE	DKG PIZZA SERVICES LLC DBA MASSEYS PIZZA REYNOLDSBURG & DRIVE UP WINDOW 7070 E MAIN ST & PATIO REYNOLDSBURG OH 43068
02 01 2020 ISSUE DATE	
06 21 2021 FILING DATE	
D1 PERMIT CLASSES	
25 220 TAX DISTRICT / RECEIPT NO.	

MAILED 06/23/2021 RESPONSES MUST BE POSTMARKED NO LATER THAN. 07/26/2021

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 TRFO 6017680
(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING. ☐

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

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

(Signature) (Title)- ☐ Clerk of County Commissioner (Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

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

DLC 4052

Attachment: Mills Pizza (Masseys) (Mills Pizza Co. Liquor Permit)

Ohio | Department of Commerce

Rev 2/10/2021

Division of Liquor Control
Sheryl Maxfield, Director

Mike DeWine, Governor
Jon Husted, Lt. Governor

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

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- 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.

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

ORDINANCE REQUEST

DATE:	**July 12, 2021**
TO:	**Public Safety, Law and Courts Committee**
RE:	**Repeal and Replace Ord. No. 121-19 Courtview Software**

Approval:

Completed Joe Begeny	Completed Chris Shook	Skipped Stephen Cicak

Emergency/Suspension: Emergency

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

WHEREAS, the Clerk of Court has been advised that Equivant will no longer provide support for the City's existing Courtview Software System; and

WHEREAS, the Clerk of Court has determined that the Courtview software system is the optimum system and recommends that the City upgrade to Equivant's current system and contract for the ongoing support and upgrade of that new system; and

WHEREAS, the cost to convert to the newest version of Courtview software is $55,589.30; and

WHEREAS, the Clerk of Court requests that Council waive the competitive bidding process as the software product is efficient and functional for the City that is currently being utilized; and

WHEREAS, the Clerk of Court is requesting this legislation be declared an emergency in order to transfer the system prior to the end of the year when support for the service terminates.

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

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 a contract with Equivant for an upgrade of the City's existing Courtview Software.

SECTION 2. Ordinance No. 121-19 is hereby repealed and replaced by this Ordinance to reflect new contract terms negotiated between the vendor and the City.

SECTION 3. That $55,589.30 be unappropriated from the Computerized Needs (Court) Fund and appropriated to account 211-000-5639 Other Equipment.

SECTION 4. That Council hereby waive the competitive bidding process as this software is an upgrade of existing software.

SECTION 5. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City. Wherefore, upon adoption by Council, this ordinance shall be in effect immediately upon the signature of the Mayor.

equivant
CourtView Justice Solutions Inc. d/b/a equivant

QUOTE

Project: Hosted CourtView eAccess with ePay Plus Implementation

Prepared for:
Joe Begeny
Mayor
Reynoldsburg Mayor's Court
7232 E. Main Street
Reynoldsburg, Ohio, 43068
(614) 322-6800
mayorsoffice@ci.reynoldsburg.oh.us

Quote Number: 11173
Date: August 5, 2020
Valid Through: November 3, 2020
Client ID: REYNOLOH

ONE TIME COSTS

Product	Product Type	Quantity	Unit Price	Subtotal	Discount	Extended Price
Licenses:						
CourtView eAccess Portal	License	1	$16,892.35	$16,892.35	100.00%	$0.00
CourtView eServices ePay	License	1	$4,223.09	$4,223.09	100.00%	$0.00
						Subtotal $0.00
Services:						
Professional Services - Project Management	Service	1	$780.00	$780.00	30.00%	$546.00
Professional Services - Software Configuration	Service	1	$3,900.00	$3,900.00	30.00%	$2,730.00
Professional Services - Software Installation	Service	1	$1,560.00	$1,560.00	30.00%	$1,092.00
Professional Services - Training	Service	1	$780.00	$780.00	30.00%	$546.00
						Subtotal $4,914.00
Other:						

Estimated Total of One Time Costs, excluding applicable taxes: $4,914.00

RECURRING COSTS

Product	Product Type	Quantity	Unit Price	Subtotal	Discount	Extended Price
Maintenance	Maintenance	1	$0.00	$0.00		$0.00
						Subtotal $0.00
Hosting	Hosting	1	$0.00	$0.00		$0.00
						Subtotal $0.00

Total First Year Recurring Costs, excluding applicable taxes: $0.00

Attachment: Equivant, Licensing Fees (Repeal and Replace Ord. No. 121-19)

equivant
CourtView Justice Solutions Inc. d/b/a equivant

QUOTE ACCEPTANCE

Project: Hosted CourtView eAccess with ePay Plus Implementation

Quote Accepted By:

Signature: _____

Name: _____

Title: _____

Date: _____

Prepared By:
Michael Triplett
Account Executive
Phone: (330) 470-0785
4825 Higbee Avenue NW
Canton, OH 44718
michael.triplett@equivant.com

Customer Contact:
Leslie Clark
Clerk of Courts
Phone: (614) 322-6804
lclark@ci.reynoldsburg.oh.us

The attached terms and conditions are incorporated into this quote by reference.

Scope of Work

• equivant will provide project management services to schedule and coordinate the work to be performed by equivant.

eAccess

• equivant will Install the current production release version of eAccess application in hosted Non-Production environment.
• equivant will Configure connection between eAccess application and CourtView database in Non-Production environment.
• equivant will Complete standard eAccess configuration for Customer
• equivant will test the baseline functionality of eAccess application in Non-Production environment.
• equivant will Install the current production release version of eAccess application in hosted Production environment.
• equivant will Configure connection between eAccess application and CourtView database in Production environment.

ePayment

• equivant will Install the current production release version of ePayment application in hosted Non-Production environment.
• equivant will Configure connection between ePayment application and CourtView database in Non-Production environment.
• equivant will Setup ePayment user, screens, and dynalinks in CourtView.
• equivant will Set up ePayment screens, dynalinks and associate with CourtView Users Security.
• equivant will Set up system parameters.
• equivant will Set up user-defined ePayment code tables (CC, CC Configuration, Application Security/PA Profile).
• equivant will Set up ePayment user in CourtView application and database.
• equivant will Establish CC and CK Tender Types.
• Configuration of equivant ePayment to operate with ePay Plus.
• equivant will Point internal ePayment link and files to Non-Production environment for testing.
• equivant will Non-Production the baseline functionality of ePayment application in Non-Production environment.
• equivant will Provide ePayment Training - one training session.
• equivant will Point ePayment link to Production environment and files once testing is completed.
• equivant will Install current production release version of the ePayment application in hosted Production environment.

• equivant will provide go-live support.

Notes

1 A contract, including License, Software Maintenance, Hosting, ePayPlus, and Professional Services Agreements must be signed and returned with the signed quote for activation of license(s), maintenance, hosting and scheduling of the project work.

2 Professional Services are quoted at a firm fixed price, but the level of effort is limited to up to two training sessions (four hours total effort). For those items for which the level of effort is limited, actual effort, costs and expenses may be less than or greater than those quoted. Customer shall have no obligation to pay equivant more than the quoted firm fixed price. equivant shall have no obligation to provide labor or incur costs or expenses having a combined value more than the quoted firm fixed price, even if the services for which the level of effort is limited have not been completed or the deliverables delivered, or the results expected by the Customer have not been achieved. The parties may by mutual, written agreement, increase the level of effort and quoted price. Changes in scope will require a change order to increase the firm fixed price based upon the additional level of effort required.

3 equivant will invoice for the Professional Services fee upon completion of the baseline ePayment product installation in hosted Non-Production environment.

4 Delays caused by Customer site or configuration issues may require rescheduling and/or Change Order for additional services and related travel costs.

5 If project is cancelled prior to completion, all effort and travel-related costs expended through the date of cancellation will be due and payable.

6 Payment for Software License, Software Maintenance, and Hosting is due as follows:
• License Fee will be invoiced and due upon quotation execution.
• Software Maintenance for CourtView Software is included in the CourtView Migration Quote.
• Hosting is included in the CourtView Migration Quote.

7 First Year Maintenance and Support will begin upon completion of the baseline ePayment product installation in hosted Non-Production environment.

8 Payment term is net 30 days from invoice date.

9 All Services will be provided remotely.

10 equivant will install eAccess and ePay in one non-production and one production environment in the equivant FedRamp compliant host environment

11 eAccess has been developed using generally accepted industry practices and standards and typically will function with most commonly used browsers. equivant has tested, and supports under the Maintenance Agreement, the use of the following browsers for use with eAccess: Microsoft Internet Explorer Version 11 or later, Google Chrome Version 43 or later and Mozilla Firefox Version 32 or later. The browser used, and the platform on which it is run, may effect the presentation of the user interface. Presentation anomalies that do not affect JusticeFiling or ePay functionality may occur and are not considered defects. equivant does not test the use of eAccess or ePay with other browsers and issues caused by the use of a browser not listed above are not covered within the scope of the Maintenance Agreement.

12 equivant assumes that Customer will use the ePayPlus integration with ePayment. Use of any other gateway will require a change order to include the scope, and related fees, for the integration for an alternative gateway.

13 eAccess is licensed for a single portal (irrespective of whether the portal is public or authenticated), use of eAccess to support multiple portals is subject to additional license and support fees.

14 A single eAccess portal can connect to, and extract data from, a single CourtView database.

16 The scope of work does not include any work related to the establishment, migration or maintenance of any replicated database.

17 A training session is four (4) hours or less training provided in a single session on a single day. No more than two (2) training sessions may be scheduled on a single day. Unless expressly stated all training will be provided during normal business hours (8 am to 5 pm local time).

18 Training is limited to a maximum of four (4) students per training session.

19 Customer is responsible for providing a suitable training environment that includes a personal computer for each student.

20 Customer will be responsible for placing any URL links to eAccess on Customer's web page(s).

equivant
CourtView Justice Solutions Inc. d/b/a equivant

QUOTE

Project: Reynoldsburg: CourtView3 Implementation (Migration from CourtTRAC)

Prepared for:
Joe Begeny
Mayor
Reynoldsburg Mayor's Court
7232 E. Main Street
Reynoldsburg, Ohio, 43068
(614) 322-6800
mayorsoffice@ci.reynoldsburg.oh.us

Quote Number:
Date: August 16, 2020
Valid Through: November 15, 2020
Client ID: REYNOLOH

ONE TIME COSTS

Product	Product Type	Quantity	Unit Price	Subtotal	Discount	Extended Price
Licenses:						
CourtView3 Case Management System	License	5	$4,500.00	$22,500.00	100.00%	$0.00
						Subtotal $0.00
Business Objects Enterprise	3rd Party License	1	$2,679.00	$2,679.00	30.00%	$1,875.30
						Subtotal $1,875.30
Services:						
Professional Services - Data Conversion	Service	1	$24,375.00	$24,375.00	36.00%	$15,600.00
Professional Services - Go-Live Support	Service	1	$6,240.00	$6,240.00	36.00%	$3,993.60
Professional Services - Project Management	Service	1	$5,850.00	$5,850.00	36.00%	$3,744.00
Professional Services - Software Configuration	Service	1	$15,600.00	$15,600.00	36.00%	$9,984.00
Professional Services - Software Installation	Service	1	$3,900.00	$3,900.00	36.00%	$2,496.00
Professional Services - Training	Service	1	$17,160.00	$17,160.00	36.00%	$10,982.40
						Subtotal $46,800.00
Other:						
Estimated Travel Expenses	Flow Through	1	$2,000.00	$2,000.00		$2,000.00
						Subtotal $2,000.00

Estimated Total of One Time Costs, excluding applicable taxes: $50,675.30

RECURRING COSTS

Product	Product Type	Quantity	Unit Price	Subtotal	Discount	Extended Price
Maintenance	Maintenance	1	$5,910.00	$5,910.00		$5,910.00
						Subtotal $5,910.00
Maintenance	3rd Party Maintenance	1	$589.38	$589.38		$589.38
						Subtotal $589.38
Hosting	Hosting	1	$10,900.00	$10,900.00		$10,900.00
						Subtotal $10,900.00

Total First Year Recurring Costs, excluding applicable taxes: $17,399.38

Attachment: Equivant Contract, One-Time Costs (Repeal and Replace Ord. No. 121-19)

equivant
CourtView Justice Solutions Inc. d/b/a equivant

QUOTE ACCEPTANCE

Project: Reynoldsburg: CourtView3 Implementation (Migration from CourtTRAC)

Quote Accepted By:

Signature: _____

Name: _____

Title: _____

Date: _____

Prepared By:
Michael Triplett
Account Executive
Phone: (330) 470-0785
4825 Higbee Avenue NW
Canton, OH 44718
michael.triplett@equivant.com

Customer Contact:
Leslie Clark
Clerk of Courts
Phone: (614) 322-6804
lclark@ci.reynoldsburg.oh.us

The attached terms and conditions are incorporated into this quote by reference.

Scope of Work

- equivant will provide project management services to schedule and coordinate the work to be performed by equivant.
- equivant will provide software installation services to install the Software in one non-production and one production environment in equivant's FedRamp compliant hosted environment.
- equivant will provide software configuration services to configure the software.
- equivant will provide data conversion services convert the data from the legacy GBS CourTrac CMS to the CourtView CMS using the standard equivant conversion methodology.
- equivant will provide standard CourtView Ohio Mayor's Court training.
- equivant will provide Go-live support.
- equivant will provide standard Software hosting services.

Notes

1. A contract, including License, Software Maintenance, Hosting and Professional Services Agreements must be signed and returned with the signed quote for activation of license(s), maintenance, hosting and scheduling of the project work.
2. Delivery will be scheduled for the first available date at which equivant and Customer resources are jointly available. Should rescheduling be necessitated for any reason, the next available date at which equivant and Customer resources are both available will be scheduled.
3. Professional Services are quoted at a firm fixed price, but the level of effort is limited to up to two days effort for software configuration for business analysis of the current business processes, up to 11 training days, and up to 32 hours go-live support. For those items for which the level of effort is limited, actual effort, costs and expenses may be less than or greater than those quoted. Customer shall have no obligation to pay equivant more than the quoted firm fixed price. equivant shall have no obligation to provide labor or incur costs or expenses having a combined value more than the quoted firm fixed price, even if the services for which the level of effort is limited have not been completed or the deliverables delivered, or the results expected by the Customer have not been achieved. The parties may by mutual, written agreement, increase the level of effort and quoted price. Changes in scope will require a change order to increase the firm fixed price based upon the additional level of effort required.
4. Delays caused by Customer site or configuration issues may require rescheduling and/or Change Order for additional services and related travel costs.
5. If project is cancelled prior to completion, all effort and travel-related costs expended through the date of cancellation will be due and payable.
6. equivant will invoice monthly as follows:
   - Project management services will be invoiced at the end of the first month in which project management services are provided.
   - Software Installation will be invoiced at 75% the end of the month in which the CourtView application is installed in the non-production environment and 25% at the end of the month in which the CourtView application is installed in the production environment.
   - Software configuration will be invoiced at the end of the month in which the Customer's ordinances are loaded into the hosted environment.
   - Data Conversion services will be invoiced at 50% at the end of the month in which the second mock run is completed and 50% at the end of the month in which the go-live conversion is completed.
   - Training will be invoiced at the end of the month in which the first training day is provided.
   - Go-live Support will be invoiced at the end of the month in which Go-live Support is provided.
7. Project management, software installation, and data conversion will be provided remotely. Software configuration and training will be provided through a combination of remote and on-site work. Go-live support will be provided on-site.
8. Payment for Software License, Software Maintenance, and Hosting is due as follows:
   - License Fee will be invoiced and due upon quotation execution.
   - Software Maintenance for CourtView Software will be invoiced upon go-live and will transition the current maintenance year for the GBS legacy application to CourtView at the current maintenance year fee.
   - Subsequent years Maintenance will be invoiced pursuant to the Maintenance Agreement.
   - Software Maintenance for Crystal Reports Software will be invoiced upon execution of the quotation.
   - First Year Hosting will be invoiced upon execution of the quotation.
   - Subsequent years Hosting will be invoiced pursuant to the Hosting Agreement.
9. For CourtView Software, Software Maintenance begins upon go-live. For Crystal Report Software, Software Maintenance begins upon quote execution and is for software updates only.
10. The license(s) are limited for use during the term of, and coterminate with, the Customer's active CourtView Software Maintenance agreement.
11. Payment term is net 30 days from invoice date.
12. Customer will make available all resources requested by equivant for assistance.
13. For the purposes of quotation equivant has assumed that training will be provided on consecutive days. Should Customer request that training be provided on non consecutive days the Estimated Travel Cost, for labor and travel expenses, may exceed the estimate provided.
14. A training day is eight (8) hours or less training provided on a single day. Unless expressly stated all training will be provided during normal business hours (8 am to 5 pm local time).
15. equivant will provide training utilizing the CourtView Release installed in the Customer's training environment.
16. Customer is responsible for providing a suitable training environment that includes a personal computer for each student.
17. Training sessions are limited to a maximum of ten (10) students per training session.
18. On-site Training Services include:
    - Case Initiation
    - Parties
    - Docketing
    - Forms and Notice Usage and Creation
    - Supreme Court/BMV Reporting
    - Case/Party Charge Disposition
    - Scheduling
    - Receipting
    - Calendars
    - Report Generation
    - Financial
    - Accounts Receivable with Collections
    - Journal Entry/Sentencing Order Processing
19. Travel costs are estimated and actual cost incurred by equivant will be charged. Travel costs will include travel time and actual / direct expenses. For on-site work of less than four consecutive days, travel time is invoiced at $75 per hour, not to exceed five (5) hours per round trip.
20. The local environment and any peripheral equipment must meet minimum requirements as specified by equivant.
21. equivant assumes that Customer will use Microsoft Edge on the local work stations.

22 equivant will provide standard conversion services including up to two test conversion runs, two mock conversion runs, and one production conversion run. Customer will be responsible for data cleanup in the legacy application.
23 The scope of work does not include any work related to training on the creation or usage of Orders functionality.
24 The scope of work does not include any work related to the provision of customized Orders, provided Orders will be limited to existing standard Orders with localization for name and logo.
25 The scope of work does not include any work related to the migration or implementation of any Ticket import functionality.
26 The scope of work does not include any work related to the migration or implementation of any imaging system, or conversion of any imaging related data.
27 The scope of work does not include any work related to the integration of Label software or related data extraction of label data.

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

ORDINANCE REQUEST

DATE:	**July 12, 2021**
TO:	**Public Service and Transportation Committee**
RE:	**Modification of Water Service Agreement with Columbus**

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak

Emergency/Suspension: Emergency

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

This legislation is for the phase two of the boundary line adjustment we recently completed with the City of Columbus. With this alignment, we will be covered/served with water/sewer utilities through our contract with the City of Columbus.

Explanation of legislation and need: This legislation is needed to better align our service agreement with our new boundary, and the City of Columbus service area.

Statement of necessity for Emergency passage: This emergency is necessary to keep in line with the passage from the City of Columbus

AN ORDINANCE TO MODIFY THE CONTRACT FOR WATER SERVICE BETWEEN THE CITY OF COLUMBUS AND THE CITY OF REYNOLDSBURG, AND DECLARING AN EMERGENCY

Development Department

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

Whereas, the City of Columbus and the City of Reynoldsburg entered into a contract for water service ("Water Contract") on January 1, 1995 pursuant to Ordinance No. 2223-94 passed by the City of Columbus on October 24, 1994 and Ordinance No. 159-94 passed by the City of Reynoldsburg; and

Whereas, the Water Contract includes an Exhibit I, which identifies as Area 'A' the corporation limits of the City of Reynoldsburg as they existed at the date of execution and identifies as Area 'B' a future service area within which properties may be eligible to receive water service upon annexation to Reynoldsburg; and

Whereas, Columbus and Reynoldsburg have agreed to certain adjustments of the corporation boundary between the City of Columbus and the City of Reynoldsburg; and

Whereas, it is necessary to modify Exhibit I in order to reflect the new corporation boundaries.

Now Therefore, Columbus and Reynoldsburg agree as follows:

Section 1. Exhibit I of the Water Contract is hereby replaced with modified Exhibit I attached hereto.

Section 2. It is understood and agreed by and between Columbus and Reynoldsburg that all terms and conditions of the Water Contract shall remain binding and in full force and effect and that the only purpose of this Modification of Contract is to modify the Reynoldsburg Service Area.

Section 3. That this Ordinance is deemed to be an emergency measure necessary for the health needs of the City, and further to allow for the project with Columbus to proceed; wherefore upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.

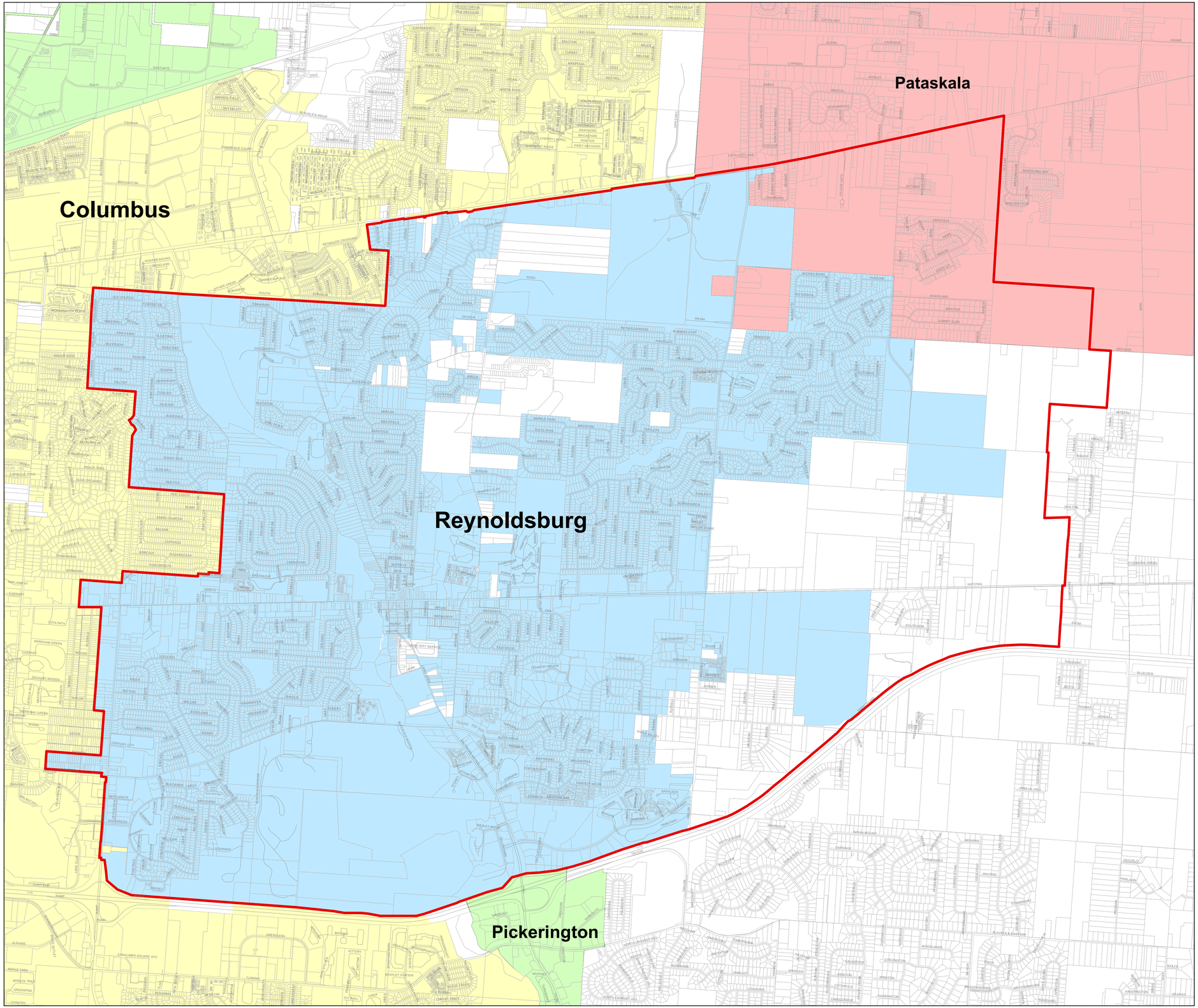

Exhibit A:
City of Reynoldsburg Water Service Boundary

May 2021

Water Service Boundary

Attachment: Exhibit A - Reynoldsburg Water Service Boundary (Modification of Water Service Agreement with Columbus)

MODIFICATION
OF
CONTRACT FOR WATER SERVICE
BETWEEN THE CITY OF COLUMBUS
AND
THE CITY OF REYNOLDSBURG

This Modification of Contract made pursuant to Ordinance _____ adopted by the City of Reynoldsburg, Ohio, and pursuant to Ordinance _____ passed and approved by the City of Columbus, Ohio, is hereby made and entered into between the City of Columbus ("Columbus"), a municipal corporation, and the City of Reynoldsburg ("Reynoldsburg"), a municipal corporation, this _____ day of _____, 20__.

Whereas, the City of Columbus and the City of Reynoldsburg entered into a contract for water service ("Water Contract") on January 1, 1995 pursuant to Ordinance No. 2223-94 passed by the City of Columbus on October 24, 1994 and Ordinance No. 159-94 passed by the City of Reynoldsburg; and

Whereas, the Water Contract includes an Exhibit I, which identifies as Area 'A' the corporation limits of the City of Reynoldsburg as they existed at the date of execution and identifies as Area 'B' a future service area within which properties may be eligible to receive water service upon annexation to Reynoldsburg; and

Whereas, Columbus and Reynoldsburg have agreed to certain adjustments of the corporation boundary between the City of Columbus and the City of Reynoldsburg; and

Whereas, it is necessary to modify Exhibit I in order to reflect the new corporation boundaries.

Now Therefore, Columbus and Reynoldsburg agree as follows:

1. Exhibit I of the Water Contract is hereby replaced with modified Exhibit I attached hereto.

2. It is understood and agreed by and between Columbus and Reynoldsburg that all terms and conditions of the Water Contract shall remain binding and in full force and effect and that the only purpose of this Modification of Contract is to modify the Reynoldsburg Service Area.

[SIGNATURE PAGE FOLLOWS]

THE CITY OF COLUMBUS

By: _____
Director of Public Utilities

Date: _____

THE CITY OF REYNOLDSBURG

By: _____
TITLE

Date: _____

APPROVED AS TO FORM:

_____
City Attorney
City of Columbus

_____
City Attorney
City of Reynoldsburg

Attachment: Reynoldsburg Water Boundary Modification 05-2021 (Modification of Water Service Agreement with Columbus)

City of Columbus

Office of City Clerk
90 West Broad Street
Columbus OH 43215-9015
columbuscitycouncil.org

Legislation Details (With Text)

File #:	1226-2021 **Version:** 1		
Type:	Ordinance	**Status:**	Passed
File created:	5/10/2021	**In control:**	Public Utilities Committee
On agenda:	6/14/2021	**Final action:**	6/18/2021
Title:	To authorize the Director of Public Utilities to amend the current water service and sewer service agreements with the City of Reynoldsburg to modify the service area boundaries.		
Sponsors:			
Indexes:			
Code sections:			
Attachments:	1. Reynoldsburg sewer boundary modification.pdf, 2. Reynoldsburg water boundary modification.pdf, 3. Exhibit A - Reynoldsburg Water Service Boundary.pdf, 4. Exhibit B - Reynoldsburg Sewer Service Boundary.pdf		

Date	Ver.	Action By	Action	Result
6/18/2021	1	CITY CLERK	Attest	
6/17/2021	1	MAYOR	Signed	
6/14/2021	1	COUNCIL PRESIDENT	Signed	
6/14/2021	1	Columbus City Council	Approved	Pass
6/7/2021	1	Columbus City Council	Read for the First Time	

BACKGROUND: This legislation authorizes the Director of Public Utilities to amend the water service and sewer service agreements with the City of Reynoldsburg, Ohio. The City of Columbus and the City of Reynoldsburg entered into a sewer service contract on November 7, 1994 in accordance with Ordinance Number 2201-94, and entered into an amended agreement on November 7, 2002 in accordance with Ordinance Number 81-02. The current sewer service agreement remains in full force and effect until midnight on November 6, 2042. The City of Columbus and the City of Reynoldsburg entered into a water service agreement on October 24, 1994 in accordance with Ordinance Number 2223-94.

The water and sewer service area boundaries are being updated to reflect corporate boundaries of Reynoldsburg, including the addition of some parcels not currently covered under the existing agreements. All other existing covenants, provisions, terms and conditions thereof shall be binding, and the only purpose of this modification is to modify the service area boundaries.

FISCAL IMPACT: Not applicable

To authorize the Director of Public Utilities to amend the current water service and sewer service agreements with the City of Reynoldsburg to modify the service area boundaries.

WHEREAS, the City of Columbus and the City of Reynoldsburg entered into a sewer service agreement on November 7, 1994, pursuant to ordinance 2201-94, and

WHEREAS, the City of Columbus and the City of Reynoldsburg entered into a modification to the original sewer service agreement on November 7, 2002 pursuant to Ordinance 81-02, and

WHEREAS, the City of Columbus and the City of Reynoldsburg entered into a water service agreement on January 1, 1995, pursuant to ordinance 2223-94, and

WHEREAS, the service boundaries for the City of Reynoldsburg have been updated to reflect corporate boundaries of Reynoldsburg, including the addition of some parcels not currently covered under existing agreements, and

WHEREAS, all other existing covenants, provisions, terms and conditions thereof shall be binding, and the only purpose of this modification is to modify the service area boundary, and

WHEREAS, it has become necessary in the usual daily operation of the Division of Water and Division of Sewerage and Drainage, Department of Public Utilities, to authorize the Director of Public Utilities to amend the current water service agreement and sewer service agreement with the City of Reynoldsburg, for the preservation of the public health, peace, property and safety; **now, therefore**

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBUS:

SECTION 1. That the Director of Public Utilities is authorized to amend the current water service and sewer service agreements with the City of Reynoldsburg to modify the service area boundaries. All other existing covenants, provisions, terms and conditions thereof shall be binding, and the only purpose of this modification is to modify the service area boundaries.

SECTION 2. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

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

ORDINANCE REQUEST

DATE:	**July 12, 2021**
TO:	**Public Service and Transportation Committee**
RE:	Modification of Sewer Service Agreement with Columbus

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak

Emergency/Suspension: Emergency

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

This legislation is for the phase two of the boundary line adjustment we recently completed with the City of Columbus. With this alignment, we will be covered/served with water/sewer utilities through our contract with the City of Columbus.

Explanation of legislation and need: This legislation is needed to better align our service agreement with our new boundary, and the City of Columbus service area.

Statement of necessity for Emergency passage: This emergency is necessary to keep in line with the passage from the City of Columbus

AN ORDINANCE TO MODIFY THE CONTRACT FOR SEWER SERVICE BETWEEN THE CITY OF COLUMBUS AND THE CITY OF REYNOLDSBURG, AND DECLARING AN EMERGENCY

Development Department

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

Whereas, the City of Columbus and the City of Reynoldsburg entered into a contract for sanitary sewer service ("Sewer Contract") on November 7, 2002 pursuant to Ordinance No. 2201-94 passed by the City of Columbus on October 24, 1994 and Ordinance No. 81-02 passed by the City of Reynoldsburg; and

Whereas, the modified Sewer Contract includes an Exhibit A, which delineates the Reynoldsburg Service Area; and

Whereas, Columbus and Reynoldsburg have agreed to certain adjustments of the corporation boundary between the City of Columbus and the City of Reynoldsburg; and

Whereas, it is necessary to modify Exhibit A in order to reflect the new corporation boundaries.

Now Therefore, Columbus and Reynoldsburg agree as follows:

Section 1. That Exhibit A of the Sewer Contract is hereby replaced with modified Exhibit A attached hereto.

Section 2. That it is understood and agreed by and between Columbus and Reynoldsburg that all terms and conditions of the Sewer Contract shall remain binding and in full force and effect and that the only purpose of this Modification of Contract is to modify the Reynoldsburg Service Area.

Section 3. That this Ordinance is deemed to be an emergency measure necessary for the health needs of the City, and further to allow for the project with Columbus to proceed; wherefore upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.

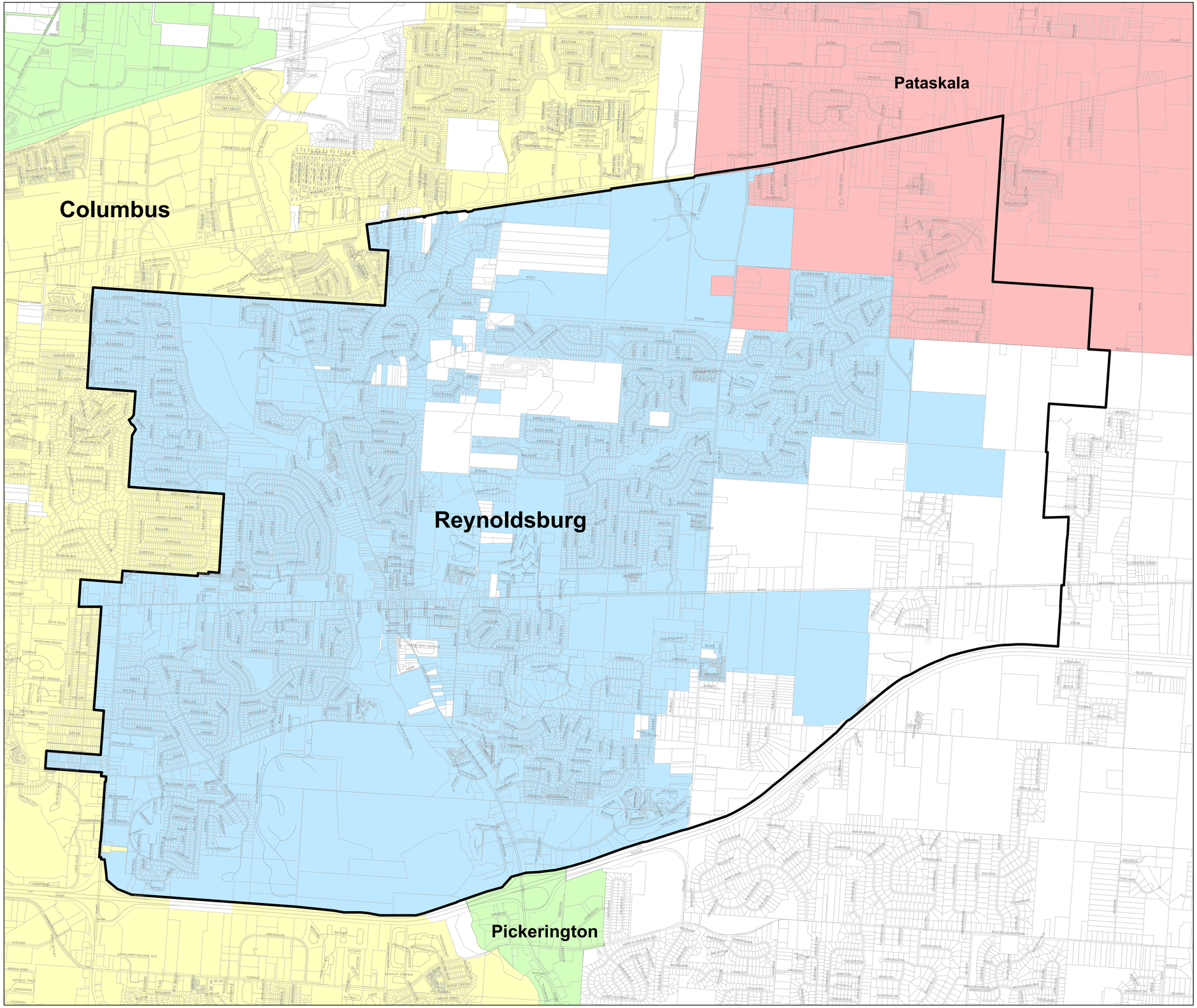

Exhibit A:
City of Reynoldsburg Sewer Service Boundary

May 10, 2021

Sewer Service Boundary

Attachment: Exhibit A - Reynoldsburg Sewer Service Boundary (Modification of Sewer Service Agreement with Columbus)

MODIFICATION
OF
CONTRACT FOR SEWER SERVICE
BETWEEN THE CITY OF COLUMBUS
AND
THE CITY OF REYNOLDSBURG

This Modification of Contract made pursuant to Ordinance _____ adopted by the City of Reynoldsburg, Ohio, and pursuant to Ordinance _____ passed and approved by the City of Columbus, Ohio, is hereby made and entered into between the City of Columbus ("Columbus"), a municipal corporation, and the City of Reynoldsburg ("Reynoldsburg"), a municipal corporation, this _____ day of _____, 20__.

Whereas, the City of Columbus and the City of Reynoldsburg entered into a contract for sanitary sewer service ("Sewer Contract") on November 7, 2002 pursuant to Ordinance No. 2201-94 passed by the City of Columbus on October 24, 1994 and Ordinance No. 81-02 passed by the City of Reynoldsburg; and

Whereas, the Sewer Contract includes an Exhibit A, which delineates the Reynoldsburg Service Area; and

Whereas, Columbus and Reynoldsburg have agreed to certain adjustments of the corporation boundary between the City of Columbus and the City of Reynoldsburg; and

Whereas, it is necessary to modify Exhibit A in order to reflect the new corporation boundaries.

Now Therefore, Columbus and Reynoldsburg agree as follows:

1. Exhibit A of the Sewer Contract is hereby replaced with modified Exhibit A attached hereto.

2. It is understood and agreed by and between Columbus and Reynoldsburg that all terms and conditions of the Sewer Contract shall remain binding and in full force and effect and that the only purpose of this Modification of Contract is to modify the Reynoldsburg Service Area.

[SIGNATURE PAGE FOLLOWS]

Attachment: Reynoldsburg Sewer Boundary Modification 05-2021 (Modification of Sewer Service Agreement with Columbus)

THE CITY OF COLUMBUS

By: _____
Director of Public Utilities

Date: _____

THE CITY OF REYNOLDSBURG

By: _____
TITLE

Date: _____

APPROVED AS TO FORM:

_____
City Attorney
City of Columbus

_____
City Attorney
City of Reynoldsburg

Attachment: Reynoldsburg Sewer Boundary Modification 05-2021 (Modification of Sewer Service Agreement with Columbus)

City of Columbus

Office of City Clerk
90 West Broad Street
Columbus OH 43215-9015
columbuscitycouncil.org

Legislation Details (With Text)

File #:	1226-2021 **Version:** 1		
Type:	Ordinance	**Status:**	Passed
File created:	5/10/2021	**In control:**	Public Utilities Committee
On agenda:	6/14/2021	**Final action:**	6/18/2021
Title:	To authorize the Director of Public Utilities to amend the current water service and sewer service agreements with the City of Reynoldsburg to modify the service area boundaries.		
Sponsors:			
Indexes:			
Code sections:			
Attachments:	1. Reynoldsburg sewer boundary modification.pdf, 2. Reynoldsburg water boundary modification.pdf, 3. Exhibit A - Reynoldsburg Water Service Boundary.pdf, 4. Exhibit B - Reynoldsburg Sewer Service Boundary.pdf		

Date	Ver.	Action By	Action	Result
6/18/2021	1	CITY CLERK	Attest	
6/17/2021	1	MAYOR	Signed	
6/14/2021	1	COUNCIL PRESIDENT	Signed	
6/14/2021	1	Columbus City Council	Approved	Pass
6/7/2021	1	Columbus City Council	Read for the First Time	

BACKGROUND: This legislation authorizes the Director of Public Utilities to amend the water service and sewer service agreements with the City of Reynoldsburg, Ohio. The City of Columbus and the City of Reynoldsburg entered into a sewer service contract on November 7, 1994 in accordance with Ordinance Number 2201-94, and entered into an amended agreement on November 7, 2002 in accordance with Ordinance Number 81-02. The current sewer service agreement remains in full force and effect until midnight on November 6, 2042. The City of Columbus and the City of Reynoldsburg entered into a water service agreement on October 24, 1994 in accordance with Ordinance Number 2223-94.

The water and sewer service area boundaries are being updated to reflect corporate boundaries of Reynoldsburg, including the addition of some parcels not currently covered under the existing agreements. All other existing covenants, provisions, terms and conditions thereof shall be binding, and the only purpose of this modification is to modify the service area boundaries.

FISCAL IMPACT: Not applicable

To authorize the Director of Public Utilities to amend the current water service and sewer service agreements with the City of Reynoldsburg to modify the service area boundaries.

WHEREAS, the City of Columbus and the City of Reynoldsburg entered into a sewer service agreement on November 7, 1994, pursuant to ordinance 2201-94, and

WHEREAS, the City of Columbus and the City of Reynoldsburg entered into a modification to the original sewer service agreement on November 7, 2002 pursuant to Ordinance 81-02, and

WHEREAS, the City of Columbus and the City of Reynoldsburg entered into a water service agreement on January 1, 1995, pursuant to ordinance 2223-94, and

WHEREAS, the service boundaries for the City of Reynoldsburg have been updated to reflect corporate boundaries of Reynoldsburg, including the addition of some parcels not currently covered under existing agreements, and

WHEREAS, all other existing covenants, provisions, terms and conditions thereof shall be binding, and the only purpose of this modification is to modify the service area boundary, and

WHEREAS, it has become necessary in the usual daily operation of the Division of Water and Division of Sewerage and Drainage, Department of Public Utilities, to authorize the Director of Public Utilities to amend the current water service agreement and sewer service agreement with the City of Reynoldsburg, for the preservation of the public health, peace, property and safety; **now, therefore**

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBUS:

SECTION 1. That the Director of Public Utilities is authorized to amend the current water service and sewer service agreements with the City of Reynoldsburg to modify the service area boundaries. All other existing covenants, provisions, terms and conditions thereof shall be binding, and the only purpose of this modification is to modify the service area boundaries.

SECTION 2. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

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

ORDINANCE REQUEST

DATE:	**July 12, 2021**
TO:	**Development, Parks and Recreation Committee**
RE:	**Eastwood Development TIF**

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak

AN ORDINANCE DECLARING THE IMPROVEMENT OF CERTAIN REAL PROPERTY LOCATED IN THE CITY OF REYNOLDSBURG, OHIO TO BE A PUBLIC PURPOSE; DECLARING SUCH PROPERTY TO BE EXEMPT FROM REAL PROPERTY TAXATION; DESIGNATING PUBLIC IMPROVEMENTS TO BE MADE THAT WILL BENEFIT SUCH PROPERTY; REQUIRING ANNUAL SERVICE PAYMENTS IN LIEU OF TAXES; AND ESTABLISHING A MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND; AND AUTHORIZING THE EXECUTION OF A TAX INCREMENT FINANCING AGREEMENT

WHEREAS, Eastwood Development Partners LLC ("Developer") has acquired or will acquire certain real property which is located within the jurisdiction of the City of Reynoldsburg ("City"), consisting of 58+/- acres known as Parcel Number 010-017466-00.000 in the records of the Office of the Auditor of Licking County, Ohio (the "Auditor") (the "Property"), and a depiction and legal description of the Property is attached hereto and incorporated herein by reference as Exhibit A; and

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WHEREAS, Developer plans to develop the Property as a multi-family residential community with additional sites available for commercial development within which an estimated of 423 multi-family units are to be constructed (the "Project"); and

WHEREAS, the development of the Property in the City will benefit the City and its residents by creating jobs, enlarging the property tax base, enhancing income tax revenues and stimulating collateral development in the City; and

WHEREAS, in order to provide for the orderly development of the Property, it is necessary to construct or to cause to be constructed certain public infrastructure improvements as described in Exhibit B attached hereto and incorporated herein by reference, which City and Developer agree will benefit and serve the Property; and

WHEREAS, the City has determined to provide for the execution and delivery of a Tax Increment Financing Agreement with the Developer (the "TIF Agreement"); and

WHEREAS, pursuant to Ohio Revised Code Section 5709.40, .42, and .43 (together with related provisions of the Ohio Revised Code, the "TIF Act"), the City may, among other things, (i) declare the increase in assessed value of real property located in the City to be a public purpose, thereby exempting such increase from real property taxation for a period of time; (ii) specify public infrastructure improvements, made, to be made, or in the process of being made, that directly benefit such real property; (iii) provide for the making of service payments in lieu of taxes by the owners of such real property; (iv) establish a public improvement tax increment equivalent fund into which such service payments shall be deposited; (v) provide for the use of such service payments to pay the costs of such public infrastructure improvements (which costs may include, without limitation, the payment for or reimbursement of costs of the public infrastructure improvements incurred by the City, or any other public or private party in cooperation with the City); and

WHEREAS, the current owners of certain parcels of real property located in the City (the "Owners" including any future owners of said real property, the "Owners"), as further described in Exhibit A attached hereto and made a part hereof (the "Site," with each parcel comprising the Site, as currently existing on the Licking County Auditor's tax duplicate or as

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subsequently subdivided or combined and appearing on a future tax duplicate, referred to herein as a "Parcel") wish to construct or cause to be constructed certain new commercial improvements (including, but not limited to, multi-family housing); and

WHEREAS, the City has caused notice of the proposed passage of this Ordinance, including a copy of this Ordinance, to be delivered to both the Board of Education of the Southwest Licking Local School District (the "School District") and the Board of Education of the Career & Technology Education Centers of Licking County (the "JVSD") in accordance with O.R.C. Sections 5709.40 and 5709.83, or such notice has been waived;

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

SECTION I. Pursuant to an in accordance with the TIF Act, this City Council ("Council) hereby finds and determines that seventy-five percent (75%) of the increase in the assessed value of each Parcel comprising of the Site subsequent to the effective date of this Ordinance (each such increase hereinafter referred to as an "Improvement," as further defined in Section 5709.40 of the O.R.C.) is a public purpose and is exempt from taxation for a period commencing for each Parcel the earlier of the first day of (i) the first tax year in which there is an Improvement with respect to the Parcel (as it may be subdivided or combined) in which an increase in the assessed valuation of any real property attributable to a structure on each Parcel first appears on the tax list and duplicate of real and public utility property, and ending on the earlier of (a) ten years after such commencement or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of the TIF Act and this Ordinance (the "TIF Exemption").

SECTION II. Council hereby designates the public infrastructure improvements described in Exhibit B attached hereto (the "Public Infrastructure Improvements") and any other public infrastructure improvements hereafter designated by ordinance as public infrastructure improvements made, to be made, or in the process of being made that directly benefit, or that once made will directly benefit, the Site .

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SECTION III. As provided in Ohio Revised Code Section 5709.42, but only after the TIF Exemption is effective, the Owner of a parcel comprising the Site shall be required to, and shall make, service payments in lieu of taxes with respect to the Improvement allocable thereto to the Licking County Treasurer ("County Treasurer") on or before the final due dates for payment of real property taxes. Each service payment in lieu of taxes shall be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against such parcel as if it were not exempt from taxation pursuant to Section 1 hereof. Any late payments of service payments in lieu of taxes shall be subject to penalty and bear interest at the then current rate established under Ohio Revised Code Sections 323.121(B)(1) and 5703.47, as the same may be amended from time to time, or any successor provisions thereto (the "Penalties and Interest"). Each Owner shall make any other payments in respect of such parcel which are received by the County Treasurer in connection with any reduction required by Ohio Revised Code Section 319.302, as the same may be amended from time to time, or any successor provisions thereto (the "Property Tax Rollback Payments," together with the service payments in lieu of taxes and the "Penalties and Interest," are collectively referred to herein as the "Service Payments").

SECTION IV. This Council hereby establishes, pursuant to and in accordance with the provisions of Ohio Revised Code Section 5709.43, within the City Treasury a municipal public improvement tax increment equivalent fund (the "Tax Increment Fund"), which may, at the option of the Finance Director, be established as an account within an existing tax increment equivalent fund of the City, into which shall be deposited the Service Payments distributed to the City by the County Treasurer. Such Fund may be combined with other funds created by ordinances of this Council authorizing other such projects. Money in the Tax Increment Fund shall be used to finance the Public Infrastructure Improvements, and shall, to the extent provided in further ordinances of this Council, be pledged to the payment of debt service on any bonds, notes or other obligations issued to finance such Public Infrastructure Improvements as well as any reimbursement payments for reimbursement of any costs of the Public Infrastructure Improvements. The Tax Increment Fund shall be maintained in the custody of the City and shall receive all distributions of Service Payments required to be made to the City. Those Service Payments received by the City with respect to the Site, shall be used solely

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for the purposes authorized in the TIF Act, including, but not limited to, paying any costs of the Public Infrastructure Improvements, in a manner that is consistent with this Ordinance. For purposes of this Ordinance, "costs" of the Public Infrastructure Improvements payable from the Tax Increment Fund shall also include the items of "costs of permanent improvements" set forth in Ohio Revised Code Section 133.15(B), and incurred with respect to the Public Infrastructure Improvements, which "costs" specifically include any reimbursement payments for the reimbursement of the costs of the Public Infrastructure Improvements, and debt service on, and any administrative or other expenses relating to the issuance of, any bonds, notes, or other obligations issued to finance the Public Infrastructure Improvements. The Tax Increment Fund shall remain in existence so long as such Service Payments are collected and used for the aforesaid purposes, after which time the Tax Increment Fund shall be dissolved and any surplus funds remaining therein shall be transferred to the City's General Fund, all in accordance with Ohio Revised Code Section 5709.43.

SECTION V. This Council hereby approves the TIF Agreement and authorizes the City to execute, deliver, and perform the TIF Agreement. The Mayor is hereby authorized and directed, for and on behalf of the City, to execute and deliver the TIF Agreement, substantially in the form now on file with this Council, with such modifications to the form of the TIF Agreement as shall be approved by the Mayor, shall not be materially adverse to the City, and shall be consistent with this Ordinance, all of which shall be conclusively evidenced by the Mayor's signature on the TIF Agreement. The Mayor is further hereby authorized to execute and deliver any additional agreements or instruments as the Mayor shall deem necessary to carry out the purposes of this Ordinance and the TIF Agreement, and the City is hereby authorized to perform its obligations under any of those agreements or instruments

SECTION VI. The City hereby finds and determines that notice of this proposed Ordinance has been delivered to the School District and JVSD in accordance with Ohio Revised Code Sections 5709.40, 5709.83 and 5715.27, and hereby ratifies the giving of that notice.

SECTION VII. The Clerk of this Council is hereby directed to directed to deliver, not later than fifteen (15) days after the effective date of this Ordinance, a copy

Development Department
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thereof to the Director of the Ohio Development Services Agency and to further deliver to such Director, not later than March 31 of each year during which the TIF Exemption remains in effect, a status report outlining the progress of the project herein described.

SECTION VIII. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were passed in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the O.R.C..

SECTION IX. This ordinance shall take effect and be in force at the earliest date permitted by law.

AN ORDINANCE DECLARING THE IMPROVEMENT OF CERTAIN REAL PROPERTY LOCATED IN THE CITY OF REYNOLDSBURG, OHIO TO BE A PUBLIC PURPOSE; DECLARING SUCH PROPERTY TO BE EXEMPT FROM REAL PROPERTY TAXATION; DESIGNATING PUBLIC IMPROVEMENTS TO BE MADE THAT WILL BENEFIT SUCH PROPERTY; REQUIRING ANNUAL SERVICE PAYMENTS IN LIEU OF TAXES; AND ESTABLISHING A MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND; AND AUTHORIZING THE EXECUTION OF A TAX INCREMENT FINANCING AGREEMENT

WHEREAS, Eastwood Development Partners LLC ("Developer") has acquired or will acquire certain real property which is located within the jurisdiction of the City of Reynoldsburg ("City"), consisting of 58+/- acres known as Parcel Number 010-017466-00.000 in the records of the Office of the Auditor of Licking County, Ohio (the "Auditor") (the "Property"), and a depiction and legal description of the Property is attached hereto and incorporated herein by reference as Exhibit A; and

WHEREAS, Developer plans to develop the Property as a multi-family residential community with additional sites available for commercial development within which an estimated of 423 multi-family units are to be constructed (the "Project"); and

WHEREAS, the development of the Property in the City will benefit the City and its residents by creating jobs, enlarging the property tax base, enhancing income tax revenues and stimulating collateral development in the City; and

WHEREAS, in order to provide for the orderly development of the Property, it is necessary to construct or to cause to be constructed certain public infrastructure improvements as described in Exhibit B attached hereto and incorporated herein by reference, which City and Developer agree will benefit and serve the Property; and

WHEREAS, the City has determined to provide for the execution and delivery of a Tax Increment Financing Agreement with the Developer (the "TIF Agreement"); and

WHEREAS, pursuant to Ohio Revised Code Section 5709.40, .42, and .43 (together with related provisions of the Ohio Revised Code, the "TIF Act"), the City may, among other things, (i) declare the increase in assessed value of real property located in the City to be a public purpose, thereby exempting such increase from real property taxation for a period of time; (ii) specify public infrastructure improvements, made, to be made, or in the process of being made, that directly benefit such real property; (iii) provide for the making of service payments in lieu of taxes by the owners of such real property; (iv) establish a public improvement tax increment equivalent fund into which such service payments shall be deposited; (v) provide for the use of such service payments to pay the costs of such public infrastructure improvements (which costs may include, without limitation, the payment for or reimbursement of costs of the public infrastructure improvements incurred by the City, or any other public or private party in cooperation with the City); and

Attachment: Eastwood TIF Ordinance and Exhibits (Eastwood TIF)

WHEREAS, the current owners of certain parcels of real property located in the City (the "Owners" including any future owners of said real property, the "Owners"), as further described in Exhibit A attached hereto and made a part hereof (the "Site," with each parcel comprising the Site, as currently existing on the Licking County Auditor's tax duplicate or as subsequently subdivided or combined and appearing on a future tax duplicate, referred to herein as a "Parcel") wish to construct or cause to be constructed certain new commercial improvements (including, but not limited to, multi-family housing); and

WHEREAS, the City has caused notice of the proposed passage of this Ordinance, including a copy of this Ordinance, to be delivered to both the Board of Education of the Southwest Licking Local School District (the "School District") and the Board of Education of the Career & Technology Education Centers of Licking County (the "JVSD") in accordance with O.R.C. Sections 5709.40 and 5709.83, or such notice has been waived;

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

SECTION I. Pursuant to an in accordance with the TIF Act, this City Council ("Council) hereby finds and determines that seventy-five percent (75%) of the increase in the assessed value of each Parcel comprising of the Site subsequent to the effective date of this Ordinance (each such increase hereinafter referred to as an "Improvement," as further defined in Section 5709.40 of the O.R.C.) is a public purpose and is exempt from taxation for a period commencing for each Parcel the earlier of the first day of (i) the first tax year in which there is an Improvement with respect to the Parcel (as it may be subdivided or combined) in which an increase in the assessed valuation of any real property attributable to a structure on each Parcel first appears on the tax list and duplicate of real and public utility property, and ending on the earlier of (a) ten years after such commencement or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of the TIF Act and this Ordinance (the "TIF Exemption").

SECTION II. Council hereby designates the public infrastructure improvements described in Exhibit B attached hereto (the "Public Infrastructure Improvements") and any other public infrastructure improvements hereafter designated by ordinance as public infrastructure improvements made, to be made, or in the process of being made that directly benefit, or that once made will directly benefit, the Site .

SECTION III. As provided in Ohio Revised Code Section 5709.42, but only after the TIF Exemption is effective, the Owner of a parcel comprising the Site shall be required to, and shall make, service payments in lieu of taxes with respect to the Improvement allocable thereto to the Licking County Treasurer ("County Treasurer") on or before the final due dates for payment of real property taxes. Each service payment in lieu of taxes shall be charged and

collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against such parcel as if it were not exempt from taxation pursuant to Section 1 hereof. Any late payments of service payments in lieu of taxes shall be subject to penalty and bear interest at the then current rate established under Ohio Revised Code Sections 323.121(B)(1) and 5703.47, as the same may be amended from time to time, or any successor provisions thereto (the "Penalties and Interest"). Each Owner shall make any other payments in respect of such parcel which are received by the County Treasurer in connection with any reduction required by Ohio Revised Code Section 319.302, as the same may be amended from time to time, or any successor provisions thereto (the "Property Tax Rollback Payments," together with the service payments in lieu of taxes and the "Penalties and Interest," are collectively referred to herein as the "Service Payments").

SECTION IV. This Council hereby establishes, pursuant to and in accordance with the provisions of Ohio Revised Code Section 5709.43, within the City Treasury a municipal public improvement tax increment equivalent fund (the "Tax Increment Fund"), which may, at the option of the Finance Director, be established as an account within an existing tax increment equivalent fund of the City, into which shall be deposited the Service Payments distributed to the City by the County Treasurer. Such Fund may be combined with other funds created by ordinances of this Council authorizing other such projects. Money in the Tax Increment Fund shall be used to finance the Public Infrastructure Improvements, and shall, to the extent provided in further ordinances of this Council, be pledged to the payment of debt service on any bonds, notes or other obligations issued to finance such Public Infrastructure Improvements as well as any reimbursement payments for reimbursement of any costs of the Public Infrastructure Improvements. The Tax Increment Fund shall be maintained in the custody of the City and shall receive all distributions of Service Payments required to be made to the City. Those Service Payments received by the City with respect to the Site, shall be used solely for the purposes authorized in the TIF Act, including, but not limited to, paying any costs of the Public Infrastructure Improvements, in a manner that is consistent with this Ordinance. For purposes of this Ordinance, "costs" of the Public Infrastructure Improvements payable from the Tax Increment Fund shall also include the items of "costs of permanent improvements" set forth in Ohio Revised Code Section 133.15(B), and incurred with respect to the Public Infrastructure Improvements, which "costs" specifically include any reimbursement payments for the reimbursement of the costs of the Public Infrastructure Improvements, and debt service on, and any administrative or other expenses relating to the issuance of, any bonds, notes, or other obligations issued to finance the Public Infrastructure Improvements. The Tax Increment Fund shall remain in existence so long as such Service Payments are collected and used for the aforesaid purposes, after which time the Tax Increment Fund shall be dissolved and any surplus funds remaining therein

shall be transferred to the City's General Fund, all in accordance with Ohio Revised Code Section 5709.43.

SECTION V. This Council hereby approves the TIF Agreement and authorizes the City to execute, deliver, and perform the TIF Agreement. The Mayor is hereby authorized and directed, for and on behalf of the City, to execute and deliver the TIF Agreement, substantially in the form now on file with this Council, with such modifications to the form of the TIF Agreement as shall be approved by the Mayor, shall not be materially adverse to the City, and shall be consistent with this Ordinance, all of which shall be conclusively evidenced by the Mayor's signature on the TIF Agreement. The Mayor is further hereby authorized to execute and deliver any additional agreements or instruments as the Mayor shall deem necessary to carry out the purposes of this Ordinance and the TIF Agreement, and the City is hereby authorized to perform its obligations under any of those agreements or instruments

SECTION VI. The City hereby finds and determines that notice of this proposed Ordinance has been delivered to the School District and JVSD in accordance with Ohio Revised Code Sections 5709.40, 5709.83 and 5715.27, and hereby ratifies the giving of that notice.

SECTION VII. The Clerk of this Council is hereby directed to directed to deliver, not later than fifteen (15) days after the effective date of this Ordinance, a copy thereof to the Director of the Ohio Development Services Agency and to further deliver to such Director, not later than March 31 of each year during which the TIF Exemption remains in effect, a status report outlining the progress of the project herein described.

SECTION VIII. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were passed in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the O.R.C..

SECTION IX. This ordinance shall take effect and be in force at the earliest date permitted by law.

Passed this _____ day of _____, 2021.

_____
Angie Jenkins, President

_____
Joe Begany, Mayor

ATTEST:

_____
Mollie Prasher
Clerk of Council

APPROVED AS TO FORM:

_____
Chris Shook
City Attorney

EXHIBIT A

DESCRIPTION OF THE SITE

The Property is the real estate situated in City of Reynoldsburg, Ohio, identified by the Licking County Auditor as tax year 2021 parcel number listed below and depicted on the attached map

Address	Parcel I.D.
National Rd. SW, Etna, OH 43068	010-017466-00.000

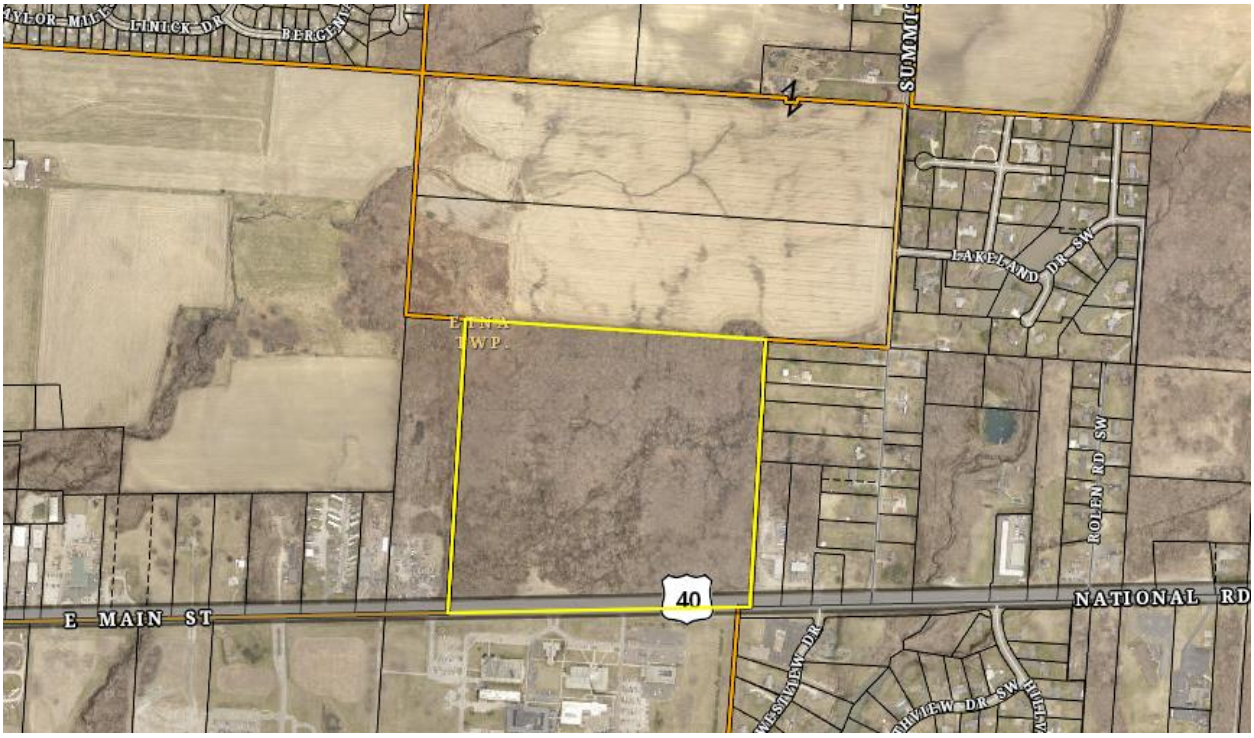


EXHIBIT B

DESCRIPTION OF PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements shall include the infrastructure improvements listed below:

- Construction, reconstruction, extension, opening, improving, widening, grading, draining, curbing or changing of the lines and traffic patterns of, highways, streets, intersections, bridges (both roadway and pedestrian), sidewalks, bikeways, medians and viaducts accessible to and serving the public, and providing signage (including traffic signage and informational/promotional signage), lighting systems, signalization, and traffic controls, and all other appurtenances thereto.

- Signage, artwork, sculpture and other related items that enhance, compliment and beautify the Property and the Public Infrastructure Improvements located in the public right-of-way or within public easements.

- Construction, reconstruction, extension, opening, improving, widening, grading, draining or curbing of walking and/or multipurpose paths.

- Construction, reconstruction or installation of public utility improvements (including any underground municipally owned utilities), storm and sanitary sewers (including necessary site grading therefor), water and fire protection systems, including, but not limited to, tap, capacity and connection improvements for accessing the water, storm and sanitary sewers, or fire protection systems, and all appurtenances thereto.

- Construction, reconstruction or installation of gas, electric and communication service facilities (including any underground lines or other facilities), and all appurtenances thereto.

- Construction, reconstruction and installation of stormwater and flood remediation projects and facilities, including such projects and facilities on private property when determined to be necessary for public health, safety and welfare.

- Continued and ongoing maintenance, paving, repaving, striping, grading and related work on roads, highways, streets, water and sewer lines constructed as part of the Public Infrastructure Improvements.

- Construction or installation of streetscape and landscape improvements including trees, tree grates, signage, curbs, sidewalks, scenic fencing, street and sidewalk lighting, trash receptacles, benches, newspaper racks, burial of overhead utility lines and related improvements, together with all appurtenances thereto, including, but not limited to streetscape improvements in conjunction with and along the roadway improvements described above.

- Acquisition of real estate or interests in real estate (including easements) (a) necessary to accomplish any of the foregoing Public Infrastructure Improvements or (b) in aid of industry, commerce, distribution or research, including, but not limited to, any acquisition of land in

connection with the City's taking title to any Public Infrastructure Improvements.

- The items of "costs of permanent improvements" set forth in Ohio Revised Code Section 133.15(B), and incurred with respect to the Public Infrastructure Improvements, which "costs" specifically include any reimbursement payments for the reimbursement of the costs of the Public Infrastructure Improvements and the debt service on, and other expenses relating to the issuance of, any bonds, notes, or other obligations issued to finance the Public Infrastructure Improvements.

- Any other public infrastructure improvements constructed or maintained by or on behalf of the City that are determined by the City Council to benefit or serve the Property.

TAX INCREMENT FINANCING AGREEMENT

This TAX INCREMENT FINANCING AGREEMENT (this "Agreement") is made and entered into as of this 26th day of July, 2021 (the "Effective Date"), by and among CITY OF REYNOLDSBURG, OHIO, a municipal corporation and political subdivision (the "City"), and EASTWOOD DEVELOPMENT PARTNERS LLC., an Ohio limited liability company (the "Company").

WITNESSETH:

WHEREAS, Company has acquired or will acquire certain real property which is located within the jurisdiction of the City, consisting of 58+/- acres known as Parcel Number 010-017466-00.000 in the records of the Office of the Auditor of Licking County, Ohio (the "Auditor") (the "Property"), and a depiction and legal description of the Property is attached hereto and incorporated herein by reference as Exhibit A; and

WHEREAS, Company plans to develop the Property as a multi-family residential community with additional sites available for commercial development within which an estimated of 423 multi-family units are to be constructed (the "Project"); and

WHEREAS, in order to provide for the orderly development of the Property, it is necessary to construct or to cause to be constructed certain public infrastructure improvements as described in Section 4 and in Exhibit B attached hereto and incorporated herein by reference (the "Public Infrastructure Improvements"), which City and Company agree will benefit and serve the Property; and

WHEREAS, City, in accordance with Ohio Revised Code ("O.R.C.") Section 5709.40(B), desires to declare improvements to individual parcels within the Property (the "TIF Area," with each parcel within the TIF Area referred to herein as "Parcel") in accordance with the terms of this Agreement for the purpose of providing the means to fund or reimburse the costs of constructing the Public Infrastructure Improvements; and

WHEREAS, by its Ordinance No. 2021-[___] passed July 26, 2021 (the "TIF Ordinance"), the City has declared that seventy-five percent (75%) of the increase in the assessed value of each Parcel located within the TIF Area subsequent to the effective date of the TIF Ordinance (such increase, as further defined in O.R.C. Section 5709.40 and the TIF Ordinance, is hereinafter referred to as the "Improvement"), is a public purpose and is exempt from taxation for a period commencing for each Parcel within the TIF Area with the earlier of (i) the first tax year following the effective date of the TIF Ordinance in which an increase in the assessed valuation of any real property attributable to a structure on each Parcel within the TIF Area first appears on the tax list and duplicate of real and public utility property, and ending for each Parcel within the TIF Area on the earlier of (a) ten (10) years after such commencement, or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of O.R.C. Sections 5709.40, 5709.42 and 5709.43 and the TIF Ordinance (the "TIF Exemptions"); and

WHEREAS, the City sent notice of the TIF Exemptions to both the Board of Education of

the Southwest Licking Local School District (the "School District") and the Board of Education of the Career & Technology Education Centers of Licking County (the "JVSD") in accordance with O.R.C. Sections 5709.40 and 5709.83, or such notice has been waived; and

WHEREAS, City has determined that it is necessary and appropriate and in the best interest of City to provide for the current owners of each Parcel and any future owners of each Parcel (each such owner referred to herein individually as an "Owner" and collectively as the "Owners") to make annual service payments in lieu of taxes with respect to any Improvement allocable thereto (the "Service Payments") to the Licking County Treasurer (the "County Treasurer"), which Service Payments will be used, in part, to pay the costs of Public Infrastructure Improvements, all pursuant to and in accordance with O.R.C. Sections 5709.40, 5709.42 and 5709.43 (collectively, the "TIF Statutes"), the TIF Ordinance, and this Agreement; and

WHEREAS, the City Council of the City in the TIF Ordinance approved the terms of this Agreement and authorized its execution on behalf of the City; and

NOW, THEREFORE, in consideration of the premises and covenants contained herein and to induce the Company to create the Improvements, the parties agree to the foregoing and as follows:

Section 1. Obligation to Make Service Payments.

(a) Service Payments. Each Owner, including the Company, hereby agrees to make the Service Payments due during its period of ownership of one or more Parcels, all pursuant to and in accordance with the requirements of the TIF Statutes, the TIF Ordinance, the provisions of Ohio law relating to real property tax collection, and any subsequent amendments or supplements thereto. Service Payments will be made semiannually to the County Treasurer (or to the County Treasurer's designated agent for collection of the Service Payments) on or before the final dates for payment of real property taxes for each Parcel within the TIF Area, until the respective expirations of the TIF Exemptions. Any late payments will bear penalties and interest at the then current rate established under O.R.C. Sections 323.121 and 5703.47 or any successor provisions thereto, as the same may be amended from time to time. Service Payments will be made in accordance with the requirements of the TIF Statutes and the TIF Ordinance and, for each Parcel, will be in the same amount as the real property taxes that would have been charged and payable against the Improvement to that Parcel (after credit for any other payments received by the City under O.R.C. Sections 319.302, 321.24, 323.152 and 323.156, or any successor provisions thereto, as the same may be amended from time to time, with respect to each Parcel, with such payments referred to herein as the "Property Tax Rollback Payments") if it were not exempt from taxation pursuant to the TIF Exemption, including any penalties and interest. The City agrees that a City Public Improvement Tax Increment Equivalent Fund shall be created for all the Parcels within the TIF Area (the "TIF Fund"), which will receive all applicable Service Payments and Property Tax Rollback Payments made with respect to the Improvement to each Parcel that are payable to the City, together with any investment earnings on money in the TIF Fund.

(b) Priority of Lien. Company acknowledges, for itself and any and all future Owners, that the provisions of O.R.C. Section 5709.91, which specify that the Service Payments for each Parcel will be treated in the same manner as taxes for all purposes of the lien described in O.R.C. Section 323.11, including, but not limited to, the priority of the lien and the collection of Service

Payments, will apply to this Agreement and to each Parcel in the TIF Area and any Improvements thereon.

(c) Failure to Make Payments. Should any Owner fail to make any payment required hereunder, that Owner shall pay, in addition to the Service Payments it is required to pay hereunder, such amount as is required to reimburse City and Company for any and all reasonably and actually incurred costs, expenses and amounts (including reasonable attorneys' fees) required by the City or the Company to enforce the provisions of this Agreement against that Owner.

(d) Recordation. Promptly following the date when Company has obtained legal ownership of all or any portion of the Property, it shall, at its sole cost and expense, cause an instrument to be recorded in the Licking County, Ohio real property records for each Parcel in the TIF Area that provides evidence of the existence of this Agreement, it being understood and agreed that the lien of this Agreement shall, in accordance with O.R.C. Section 323.11 and O.R.C. Section 5709.91, be prior to any mortgage, assignment, lease or other conveyance by the Owners of any of their part of or interest in the Parcels within the TIF Area, and prior to any security instrument encumbering all or any part of or interest in the Parcels within the TIF Area; provided, however, that nothing contained in this Agreement shall be construed to permit acceleration of the Service Payments beyond the current year that such Service Payments are due. During the Term of this Agreement, the Owners shall cause all instruments of conveyance of any of their interest in all or any portion of the Parcels within the TIF Area, and of any Improvements thereto, to subsequent mortgagees, lessees, lienholders, successors, assigns or transferees, to be made expressly subordinate and subject to this Agreement unless such interest is subordinate to this Agreement by operation of O.R.C. Section 5709.91 or other law. It is intended and agreed, and it shall be so provided by each Owner in any future deed conveying a Parcel or any part thereof, that the covenants provided in this Agreement shall be covenants running with the land and that they shall, in any event and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit and in favor of and enforceable by City and Company whether or not such provision is included by the Owner in any succeeding deed to subsequent Owners. It is further intended and agreed that these agreements and covenants shall remain in effect for the full periods of all of the TIF Exemptions enacted pursuant thereto. Each Owner shall only be responsible for making Service Payments that become due and payable during the period of that Owner's ownership of all or any portion of any Parcels within an applicable TIF Area and only with respect to the portion of a Parcel within the TIF Area which is owned by the Owner. Upon satisfaction of each Owner's obligations under this Agreement and termination of the obligations of the Owners to make the Service Payments, City shall, upon the request of an Owner, execute an instrument in recordable form evidencing such termination and releasing the covenants running with the land set forth in the deed.

Section 2. Establishment of TIF Fund by City. City agrees that it shall establish the TIF Fund as deposit funds to be held in the custody of City for the sole purpose of receiving the Service Payments made from the Owners to the County Treasurer and payable to City. Pursuant to the TIF Ordinance and in accordance with the TIF Statutes, the County Treasurer is required to make distribution of the Service Payments to City, and any Service Payments received by the City shall be deposited to the TIF Fund. Pursuant to the TIF Ordinance and in accordance with the TIF Statutes, amounts on deposit in the TIF Fund shall be used by the City to reimburse the Company

for costs of the Public Infrastructure Improvements or to pay obligations issued to finance the Public Infrastructure Improvements in the manner and amounts described and permitted herein.

Section 3. Exemption Applications, Withdrawal, Maintenance and Notice. Company, or the Owner if the Company no longer owns a Parcel for which a TIF Exemption is being applied, shall prepare, execute and request that the City file such applications, documents and other information with the appropriate officials of the State, City or other public bodies as may be required to consent to or claim the TIF Exemptions. City agrees to timely file any such applications prepared by the Company or any Owner. City, Company, and the Owners shall cooperate with one another in such preparation and filing, including, without limitation, by executing such applications and documents as may be appropriate in obtaining such exemption. City, Company, and the Owners agree to perform those acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain the TIF Exemptions, and collect the Service Payments, including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with the TIF Exemptions or the Service Payments. Each Owner agrees to cooperate with the City and the Company as necessary for the purpose of filing any Ohio DTE Form 24 exemption application forms or successor forms or replacement forms necessary to claim the TIF Exemptions.

Section 4. Reimbursement for Costs of Public Infrastructure Improvements. The City shall pay to the Company or the Company's designee in accordance with the terms of this Agreement with respect to the Public Infrastructure Improvements, the actual costs of the Public Infrastructure Improvements (with the costs of all the Public Infrastructure Improvements collectively referred to herein as the "Costs"), plus interest on those Costs at the Interest Rate provided for below. The Company shall submit a written requisition to the City, substantially in the form attached hereto as Exhibit C and incorporated herein by this reference (each a "Written Requisition"), in order for the amounts in the TIF Fund to be used as provided in this Section 5. Except as otherwise agreed between the Company and the Mayor, the Company may submit up to four (4) Written Requisitions per calendar year.

The City shall pay all monies on deposit in the TIF Fund to or as directed by the Company on the first business day following each May 31 and November 30 (each, a "Payment Date") until all of the Costs and all interest thereon have been paid in full. In addition to submission of a Written Requisition for the Costs, the Company shall deliver to the City, at least fifteen (15) days prior to each Payment Date, a statement showing the total amount of interest then due to the Company under this Agreement, along with a brief description of the basis and calculations for the same; provided, however, that failure by the Company to deliver this statement shall not excuse the City from its payment obligation on each Payment Date if the City knows or reasonably should know that amounts are due the Company under this Agreement on that Payment Date, and provided further that in all other cases, that failure by the Company shall only delay payment to the same extent delivery of the statement was delayed. Any monies paid pursuant to this Agreement will be applied first to the payment of interest on those Costs at the applicable Interest Rate provided for below and second to the payment of the Costs, so that all interest due shall be paid before the payment of any Costs.

Interest on the portion of Costs of the Public Infrastructure Improvements shall accrue at the Interest Rate from the date on which the Company submits each Written Requisition and shall

continue until all Costs of the Public Infrastructure Improvements and all interest on those Costs have been paid in full. Any interest on any Costs that remain unpaid on the date following each Payment Date will itself accrue interest in the same manner as the Costs. As used in this Agreement, "Interest Rate" means the greater of (i) six percent (6%) per annum, or (ii) the interest paid by any governmental issuer of revenue bonds or revenue notes issued to finance or refinance the Costs of the Public Infrastructure Improvements.

For purposes of this Agreement, "costs" of the Public Infrastructure Improvements includable in "Costs" under this Agreement include, without limitation as to other costs properly allocable to Public Infrastructure Improvements, the costs of: acquiring, constructing, reconstructing, rehabilitating, installing, remodeling, renovating, enlarging, equipping, furnishing, or otherwise improving the Public Infrastructure Improvements; site clearance, improvement, and preparation; acquisition of real or personal property; indemnity and surety bonds and premiums on insurance; all related direct administrative expenses and allocable portions of direct costs of the Company, including but not limited to engineering, architectural, legal, management fees and other consulting and professional services; designs, plans, specifications, feasibility or rate studies, appraisals, surveys, and estimates of cost; interest or interest equivalent, whether capitalized or not; financing costs; title work and title commitment, insurance, and guaranties; audits; the reimbursement of moneys advanced or applied by or borrowed from any person, whether to or by the City, any other political subdivision or the Company or others, from whatever source provided, for the payment of any item or items of cost of Public Infrastructure Improvements, including interest or interest equivalent thereon; and all other expenses necessary or incidental to planning (including but not limited to traffic studies) or determining feasibility or practicability with respect to permanent improvements or necessary or incidental to the acquisition, construction, reconstruction, rehabilitation, installation, remodeling, renovating, enlargement, equipping, furnishing, or other improvement of the permanent improvements, including the close-out thereof, the financing of the permanent improvements, and the placing of the permanent improvements in condition for use and operation, and all like or related costs, including any one, part, or combination of, those costs and expenses. As used in this paragraph, "financing costs", "interest" and "interest equivalent" have the meanings given in R.C. Section 133.01.

All payments to the Company or the Company's designee hereunder on each Payment Date shall be made pursuant to written instructions provided to the City by the Company.

The Company and City intend that the interest payable by the City under this Agreement shall be exempt from federal income taxation and taxation by the State of Ohio to the extent permitted by law; provided, however, the Company may, by written notice delivered to the City prior to commencement of the City's obligation to make payments for the Costs under this Agreement, elect to have the interest payable by the City not be exempt from taxation and have the Costs accrue taxable interest. With respect to any portion of that interest so intended to be exempt from federal and Ohio taxation, the City covenants that it will, to the extent possible, (i) comply with all applicable laws to obtain and maintain the Federal and State of Ohio tax exemptions for such interest, including any expenditure requirements, investment limitations, rebate requirements or use restrictions, and (ii) without limiting the generality of the foregoing, that it will restrict the use of any "proceeds" of this Agreement (as defined in the Code, as defined below) in such manner and to such extent, if any, as may be necessary after taking into account reasonable expectations at the time the City's obligation is incurred, so that this

Agreement will not constitute an "arbitrage bond" under Sections 103(b)(2) and 148 of the Code, and will timely file an IRS Form 8038G when applicable. For purposes of this Agreement, "Code" means, collectively the Internal Revenue Code of 1986, as amended, applicable Treasury Regulations, whether temporary or final, under the Internal Revenue Code of 1986 or the statutory predecessor of the Internal Revenue Code of 1986, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding the foregoing, all as and to the extent applicable.

Notwithstanding any other provision of this Agreement, the City's payment obligations hereunder are limited to the monies in the TIF Fund and do not constitute an indebtedness of the City within the provisions and limitations of the laws and the Constitution of the State of Ohio, and the Company does not have the right to have taxes or excises levied by the City for the payment of the Costs and interest thereon.

Section 5. Construction of Project. The Company shall comply with all applicable laws in constructing and developing the Project.

Section 6. Certain Representations and Warranties of City. City represents and warrants as of the date of delivery of this Agreement that:

(a) It is a City and political subdivision duly organized and validly existing under the Constitution and laws of the State of Ohio.

(b) It has duly accomplished all conditions necessary to be accomplished by it prior to the execution and delivery of this Agreement and to constitute this Agreement as a valid and binding obligation of the City enforceable in accordance with its terms.

(c) It is not in violation of or in conflict with any provision of the laws of the State of Ohio or of the United States of America applicable to City that would impair its ability to observe and perform its covenants, agreements and obligations under this Agreement, nor will its execution, delivery and performance of this Agreement (i) result in such a violation or conflict or (ii) conflict with or result in any breach of any provisions of any other agreement or instrument to which City is a party or by which it may be bound.

(d) It has and will have full power and authority (a) to execute, deliver, observe and perform this Agreement and all other instruments and documents executed and delivered by it in connection herewith and (b) to enter into, observe and perform the transactions contemplated by this Agreement and those other instruments and documents.

(e) It has or will have duly authorized the execution, delivery, observance and performance of this Agreement.

(f) The TIF Ordinance has been duly passed by the City, has not been amended, modified, or repealed, and is in full force and effect.

(g) It will deposit into the TIF Fund all Service Payments and Property Tax Rollback Payments received by it.

(h) It will not amend, modify or repeal the TIF Ordinance in any way or pass any other legislation or take any action that would affect the amount of Service Payments and Property Tax Rollback Payments deposited into the TIF Fund except as approved by Company or required by law.

(i) It will not transfer, encumber, spend or use any monies on deposit in the TIF Fund other than as provided in this Agreement and in the assignment and acknowledgement associated with this Agreement.

(j) There is no litigation pending or to its knowledge threatened against or by City wherein an unfavorable ruling or decision would materially and adversely affect City's ability to carry out its obligations under this Agreement.

Section 7. Certain Representations and Warranties of the Company. Company hereby represents and warrants as of the date of delivery of this Agreement that:

(a) It is a limited liability company duly organized, validly existing and in full force and effect under the laws of the State of Ohio, and it has all requisite power and authority to carry on its business as now being conducted and as presently proposed to be conducted.

(b) It either owns or is affiliated with a party to one or more written contracts to purchase the real property that is located within the TIF Area, and such written contract(s) remains effective on the Effective Date.

(c) It has the authority and power to execute and deliver this Agreement and perform its obligations hereunder, and it has duly executed and delivered this Agreement.

(d) The execution and delivery by it of this Agreement and the compliance by it with all of the provisions hereof (i) will not conflict with or result in any breach of any of the provisions of, or constitute a default under, any agreement, its articles of organization or operating agreement, or other instrument to which it is a party or by which it may be bound, or any license, judgment, decree, law, statute, order, rule or regulation of any court or governmental agency or body having jurisdiction over it or any of its activities or properties, and (ii) have been duly authorized by all necessary action on its part.

(e) There are no actions, suits, proceedings, inquiries or investigations pending, or to its knowledge threatened, against or affecting it in any court or before any governmental authority or arbitration board or tribunal that challenges the validity or enforceability of, or seeks to enjoin performance of, this Agreement, or if successful would materially impair its ability to perform its obligations under this Agreement.

(f) It is in compliance with State of Ohio campaign financing laws contained in O.R.C. Chapter 3517 and is not subject to an unresolved finding for recovery issued by the Auditor of State as described in O.R.C. Section 9.24.

Section 8. Provision of Information. Company agrees for itself and all Owners, to (i) cooperate in all reasonable ways with, and provide necessary and reasonable information to, the designated tax incentive review council to enable that tax incentive review council to review and

determine annually during the term of this Agreement the compliance of the Owners with the terms of this Agreement; and (ii) to cooperate in all reasonable ways with, and provide necessary and reasonable information to the City to enable the City to submit the status report required by O.R.C. Section 5709.40(I) to the Director of the Ohio Development Services Agency on or before March 31st of each year. The City and the Company agree that the Company shall not have any obligation to provide any reporting under this Agreement if the Company no longer owns any property within any of the TIF Area.

Section 9. Estoppel Certificate. Within thirty (30) calendar days after a request from Company or any Owner of a Parcel, City will execute and deliver to Company or Owner or any proposed purchaser, mortgagee or lessee of that Parcel, a certificate stating that, with respect to that Parcel, if the same is true: (i) this Agreement is in full force and effect; (ii) the requesting Company or Owner is not in default under any of the terms, covenants or conditions of this Agreement, or, if Company or Owner is in default, specifying such default; and (iii) such other matters as Company or Owner reasonably requests.

Section 10. Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder must be in writing and will be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient has previously notified the sender of in writing, and will be deemed received upon actual receipt by the parties listed below or by any other person employed at the addresses listed below, unless sent by certified mail, in which event such notice will be deemed to have been received when the return receipt is signed or refused. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications must be sent. The present addresses of the parties follow:

(a) To the City:
City of Reynoldsburg, Ohio
7232 E. Main Street
Reynoldsburg, Ohio 43068
Attention: Mayor
Phone: (614) 322-6800

(b) To the Company:
Eastwood Development Partners LLC.
Jonathan A. Wilcox
250 W. Old Wilson Bridge Rd., Suite 140
Worthington, OH 43085

With a Copy To:
Bricker & Eckler LLP
100 South Third Street
Columbus, Ohio 43215
Attention: J. Caleb Bell, Esq.

Section 11. Successors; Amendments; City Consents; Assignments. This Agreement is binding upon the parties hereto and their successors and assigns, and this Agreement inures to the

Attachment: Eastwood TIF Financing Agreement (Eastwood TIF)

benefit of the Company and its beneficiaries, successors, and assigns. This Agreement may only be amended by written instrument executed by all parties to this Agreement. Any consent of City to be given under this Agreement may be given by its Fiscal Officer and Mayor and must be given in writing.

City and Company may only assign this Agreement with the consent of the other, which consent shall not be unreasonably withheld; provided, however, that Company may, without the consent of the City, (i) assign its rights under this Agreement to an entity controlled by or under common control with the Company, (ii) assign its rights under this Agreement for the purpose of obtaining financing (including any refinancing) for the Public Infrastructure Improvements or the Improvements, (iii) designate an authorized designee to receive all or any portion of the Service Payments payable to the Company pursuant to this Agreement, upon which designation such designee shall receive the portion of Service Payments specified by the Company as if it was the Company under this Agreement, and (iv) assign its right, title, and interest in and to this Agreement as security for the payment of all or any portion of the Service Payments payable to the Company pursuant to this Agreement to a designee. Nothing in this Agreement prevents an Owner from transferring any or all of its interest in one or more Parcels to another person or entity.

City will cooperate with any reasonable assignment request made by the Company in connection with any financing (or refinancing) of the Public Infrastructure Improvements or the Improvements. City agrees upon request of the Company in connection with that financing (or refinancing) to consent to any third-party assignment by Company of its interest in the TIF Fund. In accordance with this Section 10, the City agrees to permit any assignment according to the Assignment of Reimbursement Payments and Other Rights to TIF Fund and TIF Agreement, a form of which is attached hereto as Exhibit D, to the investors identified therein.

Section 12. Extent of Covenants; No Personal Liability. All covenants, stipulations, obligations and agreements of the parties contained in this Agreement are effective and enforceable to the extent authorized and permitted by applicable law. The obligations of the City may be enforced to the extent permitted by law by mandamus or any suit or proceeding in law or equity. No such covenant, stipulation, obligation or agreement will be deemed a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of any of the parties hereto in their individual capacity. Neither the City, the members of the City's Council or Fiscal Officer, nor any City official executing or approving this Agreement, or any individual person executing this Agreement on behalf of the Company, will be liable personally by reason of the covenants, stipulations, obligations or agreements of the City or the Company contained in this Agreement. The obligation to perform and observe the agreements contained herein on the part of the Company shall be binding and enforceable by City against Company with respect to (and only to) the Company's interest in its portion of the Parcels and the Project, or any parts thereof or any interest therein.

Section 13. Events of Default and Remedies.

(a) Any one or more of the following constitutes an "Event of Default" under this Agreement:

(i) Company or City fails to perform or observe any material obligation punctually and as due under this Agreement;

(ii) Company or City makes a representation or warranty in this Agreement that is materially false or misleading at the time it is made.

For the avoidance of doubt, any failure by an Owner other than the Company to perform or observe any material obligation punctually and as due under this Agreement shall not constitute an Event of Default and shall not provide the Company or the City with any right to pursue remedies under law, including any remedies that may otherwise be available under this Agreement.

(b) General Right to Cure. In the event of any Event of Default in or breach of this Agreement, or any of its terms or conditions, by any party hereto, the defaulting party will, upon written notice from the other, proceed, as soon as reasonably possible, to cure or remedy such Event of Default or breach, and, in any event, within thirty (30) calendar days after receipt of such notice. In the event such Event of Default or breach is of such nature that it cannot be cured or remedied within said thirty (30) day period, then in such event the defaulting party will upon written notice from the other commence its actions to cure or remedy said breach within said thirty (30) day period, and proceed diligently thereafter to cure or remedy said breach.

(c) Remedies. If a defaulting party fails to cure any Event of Default pursuant to paragraph (b) of this Section 15, a party may institute such proceedings against the defaulting party as may be necessary or desirable in its opinion to cure and remedy such default or breach. Such remedies include, but are not limited to: (i) instituting proceedings to compel specific performance by the defaulting party, (ii) suspending or terminating the obligations of the non-defaulting party under this Agreement, provided the aggrieved party must provide thirty (30) calendar days' notice of any termination to the defaulting party and provided further that the aggrieved party must rescind the termination notice and not terminate the Agreement if the defaulting party cures all Events of Default within a reasonable time thereafter, and (iii) any other rights and remedies available at law, in equity or otherwise to collect all amounts then becoming due or to enforce the performance of any obligation under this Agreement. The obligations of the City may be enforced to the extent permitted by law by mandamus or any suit or proceeding in law or equity.

Section 14. Invalidity. This Agreement shall be construed as a whole and not for or against either party. Should any provision of this Agreement be declared or determined to be null, void, inoperative, illegal or invalid for any reason, the validity of the remaining parts, terms or provisions shall not be affected thereby and they shall retain their full force and effect, and said null, void, inoperative, illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement.

Section 15. Separate Counterparts; Captions. This Agreement may be executed by the parties hereto in one or more counterparts or duplicate signature pages, each of which when so executed and delivered will be an original, with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely

executed original instrument. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

Section 16. Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to the matters covered herein and supersedes prior agreements and understandings among the parties.

Section 17. Governing Law and Choice of Forum. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question among the City, its employees, contractors, subcontractors and agents, and the Company, its employees, contractors, subcontractors and agents arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within the County of Licking, State of Ohio.

Section 18. Additional Documents. City and Company and their respective successors, assigns and transferees, agree to execute any further agreements, documents, or instruments as may be reasonably necessary to fully effectuate the purpose and intent of this Agreement.

Section 19. Release. Upon satisfaction of the Company's obligations under this Agreement and the expiration of the TIF Exemption applicable to the Property under the TIF Ordinance, or the termination of the obligations of the Owners to make the Service Payments by operation of law or otherwise, the City shall, upon request of the Company or of any individual Owner, execute an instrument in recordable form evidencing such satisfaction or termination.

IN WITNESS WHEREOF, City and Company have caused this Agreement to be executed in their respective names by their duly authorized officers as of the date hereinabove written.

CITY OF REYNOLDSBURG, OHIO, as the City

By: _____

Print Name: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

Print Name: _____

Title: _____

EASTWOOD DEVELOPMENT PARTNERS LLC., as the Company

By: _____

Print Name: _____

Title: _____

Date: _____

FISCAL OFFICER'S CERTIFICATE

As Fiscal Officer for City of Reynoldsburg, Licking County, Ohio, I hereby certify that funds sufficient to meet the obligations of the City in this Agreement (including specifically the funds required to meet the obligation of the City in the year 2021) have been lawfully appropriated for the purposes thereof and are available in the treasury, and/or are in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. The City has no obligation to make payments pursuant to this Agreement except from Service Payments to be collected for deposit into the TIF Fund, which Service Payments are in the process of collection. This certificate is given in compliance with Ohio Revised Code Sections 5705.41 et seq.

Dated: _____, 2021

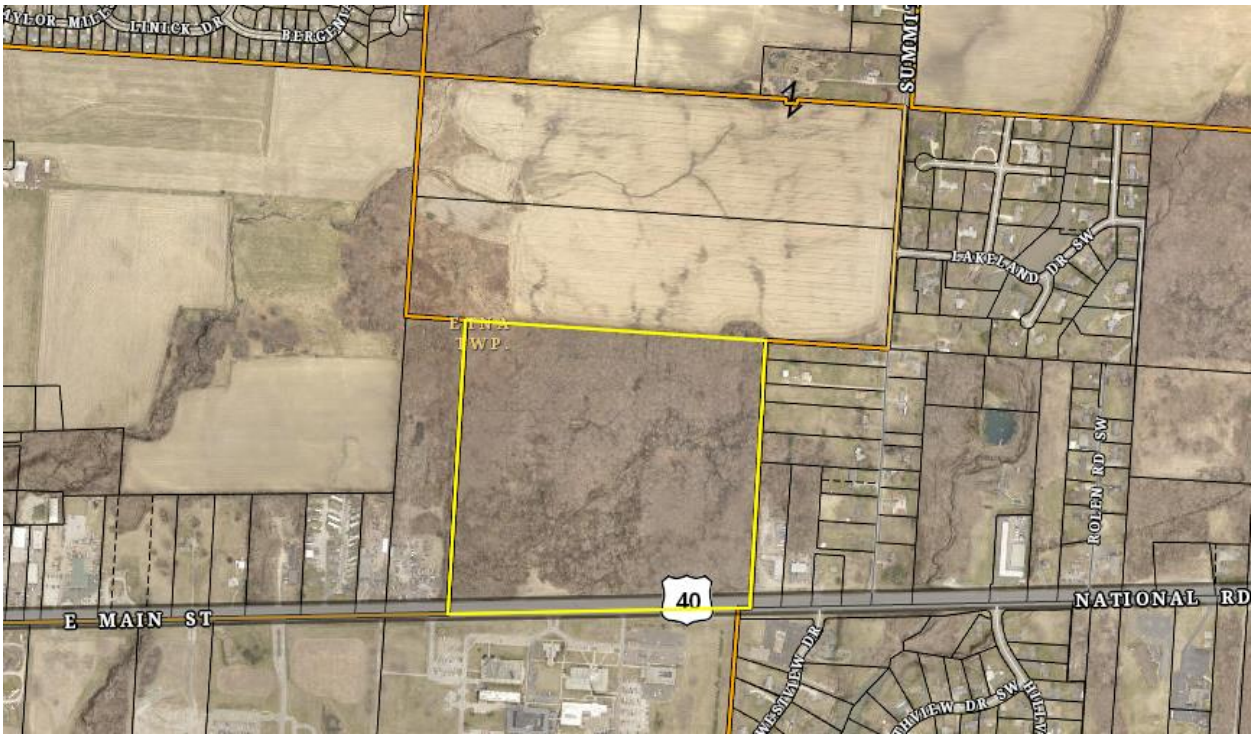
_____
Fiscal Officer
City of Reynoldsburg, Ohio

EXHIBIT A

MAP AND LEGAL DESCRIPTION OF PROPERTY

The Property is the real estate situated in City of Reynoldsburg, Ohio, identified by the Licking County Auditor as tax year 2021 parcel number listed below and depicted on the attached map

Parcel I.D. 010-017466-00.000



16474218v6

EXHIBIT B

PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements shall include the infrastructure improvements listed below:

- Construction, reconstruction, extension, opening, improving, widening, grading, draining, curbing or changing of the lines and traffic patterns of, highways, streets, intersections, bridges (both roadway and pedestrian), sidewalks, bikeways, medians and viaducts accessible to and serving the public, and providing signage (including traffic signage and informational/promotional signage), lighting systems, signalization, and traffic controls, and all other appurtenances thereto.

- Signage, artwork, sculpture and other related items that enhance, compliment and beautify the Property and the Public Infrastructure Improvements located in the public right-of-way or within public easements.

- Construction, reconstruction, extension, opening, improving, widening, grading, draining or curbing of walking and/or multipurpose paths.

- Construction, reconstruction or installation of public utility improvements (including any underground municipally owned utilities), storm and sanitary sewers (including necessary site grading therefor), water and fire protection systems, including, but not limited to, tap, capacity and connection improvements for accessing the water, storm and sanitary sewers, or fire protection systems, and all appurtenances thereto.

- Construction, reconstruction or installation of gas, electric and communication service facilities (including any underground lines or other facilities), and all appurtenances thereto.

- Construction, reconstruction and installation of stormwater and flood remediation projects and facilities, including such projects and facilities on private property when determined to be necessary for public health, safety and welfare.

- Continued and ongoing maintenance, paving, repaving, striping, grading and related work on roads, highways, streets, water and sewer lines constructed as part of the Public Infrastructure Improvements.

- Construction or installation of streetscape and landscape improvements including trees, tree grates, signage, curbs, sidewalks, scenic fencing, street and sidewalk lighting, trash receptacles, benches, newspaper racks, burial of overhead utility lines and related improvements, together with all appurtenances thereto, including, but not limited to streetscape improvements in conjunction with and along the roadway improvements described above.

- Acquisition of real estate or interests in real estate (including easements) (a) necessary to accomplish any of the foregoing Public Infrastructure Improvements or (b) in aid of

Attachment: Eastwood TIF Financing Agreement (Eastwood TIF)

industry, commerce, distribution or research, including, but not limited to, any acquisition of land in connection with the City's taking title to any Public Infrastructure Improvements.

- The items of "costs of permanent improvements" set forth in Ohio Revised Code Section 133.15(B), and incurred with respect to the Public Infrastructure Improvements, which "costs" specifically include any reimbursement payments for the reimbursement of the costs of the Public Infrastructure Improvements and the debt service on, and other expenses relating to the issuance of, any bonds, notes, or other obligations issued to finance the Public Infrastructure Improvements.

- Any other public infrastructure improvements constructed or maintained by or on behalf of the City that are determined by the City Council to benefit or serve the Property.

EXHIBIT C

FORM OF WRITTEN REQUISITION

(For Costs of Public Infrastructure Improvements)

To: City of Reynoldsburg (Licking County, Ohio)

Attention: Fiscal Officer

Subject: Request for Reimbursement for Costs of Public Infrastructure Improvements pursuant to the terms of the Tax Increment Financing Agreement dated July 26, 2021 (the "Agreement"), by and between CITY OF REYNOLDSBURG, OHIO (the "City"), and EASTWOOD DEVELOPMENT PARTNERS LLC. (the "Company")..

You are hereby requested to approve the amount of $_____ as Costs for the purposes set forth in Item 1 attached hereto. Unless otherwise defined herein, all capitalized terms set forth but not defined in this Written Requisition have the respective meanings assigned to them in the Agreement.

The undersigned authorized representative of the Company does hereby certify on behalf of the Company that:

(i) I have read the Agreement and definitions relating thereto and have reviewed appropriate records and documents relating to the matters covered by this Written Requisition;

(ii) The disbursement herein requested is for an obligation properly incurred, is a proper charge as Costs submitted for reimbursement by the Company, and has not been the basis of any previous reimbursement request;

(iii) The Company is in material compliance with all provisions and requirements of the Agreement;

(iv) The reimbursement requested hereby does not include any amount which is being retained under any holdbacks or retainages provided for in any applicable agreement;

(v) The Company has, or the appropriate parties on the Company's behalf has, asserted its entitlement to all available manufacturer's warranties to date upon acquisition of possession of or title to the Public Infrastructure Improvements or any part thereof which warranties have vested in the Company;

EXECUTED this ____ day of _____, 20__.

_____

By:_____

Printed:_____

Title: _____

ITEM 1

Requisition No. _____ for the Costs

Pay to _____

Amount $_____

For Account of:
Account Number:
Wiring Instructions:

For the purpose of reimbursing the following payments previously paid by the Company for the Costs:

Name of Vendor	Service Rendered	Time Period	Cost of Service Rendered
1.			
2.			

EXHIBIT D

FORM OF ASSIGNMENT OF REIMBURSEMENT PAYMENTS AND OTHER RIGHTS TO TIF FUND AND TIF AGREEMENT

This ASSIGNMENT OF REIMBURSEMENT PAYMENTS AND OTHER RIGHTS TO TIF FUND AND TIF AGREEMENT (this "Assignment"), dated as of this ____ day of _____, 20__, is hereby entered into by EASTWOOD DEVELOPMENT PARTNERS LLC., an Ohio limited liability company ("Assignor"), having an address at 250 W. Old Wilson Bridge Rd., Suite 140, Worthington, OH 43085 in favor of _____, a ____ _____ (the "Assignee"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the TIF Agreement.

RECITALS

A. Assignor and Reynoldsburg, Ohio ("City") intend to enter into that certain Tax Increment Financing Agreement (the "TIF Agreement"). Upon the effectiveness of the TIF Agreement, Assignor has agreed to construct the Public Infrastructure Improvements which will directly benefit the Property in consideration for the City's agreement to pay the actual costs of the Public Infrastructure Improvements (with the costs of all the Public Infrastructure Improvements collectively referred to herein as the "Costs"), plus interest on those Costs at the Interest Rate provided for in the TIF Agreement and other permitted costs

B. Assignee has agreed to advance to Assignor the amount of _____ Dollars ($_____) (the "Investment"), as consideration for the assignment by the Assignor of all rights to receive Reimbursement Payments (defined below), all pursuant to the terms and conditions set forth in this Assignment.

C. As used herein, this Assignment, the TIF Agreement, and any other instrument, affidavit, certificate, or document heretofore, now or hereafter given by Assignor in connection with the Investment shall hereinafter be referred to as the "Investment Documents".

D. As used herein, the "Reimbursement Payments" shall mean all payments of the Costs, Interest, and all other sums due to the Assignor under the TIF Agreement from the TIF Fund, including but not limited to all Service Payments received by the City from payments made by the owners of any real property within the Property and any Property Tax Rollback Payments deposited in the TIF Fund.

NOW, THEREFORE, in consideration of the matters described in the recitals set forth above and incorporated herein, and for other good and valuable consideration, Assignor and each of the Assignees agree as follows:

1. Provided that (i) Assignor is not in default of this Assignment, (ii) Assignee has received an executed copy of the TIF Agreement, and (iii) Assignee has received certified, executed copies of all City Ordinances necessary in connection with the establishment of the TIF Area, Assignee agrees to disburse funds, up to the full amount of the Investment, to Assignor in

Attachment: Eastwood TIF Financing Agreement (Eastwood TIF)

accordance with the terms of this Assignment. In consideration for the payment of the Investment by Assignee, Assignor hereby assigns to Assignee all the right, title and interest of Assignor in and to the Reimbursement Payments, as provided for in the TIF Agreement. The Assignor remains liable for all of its obligations under the TIF Agreement and for the performance of all terms and conditions contained therein.

2. Reimbursement Payments shall be payable to the Assignee at the same times, and in the same manner, as the Reimbursement Payments are payable by the City to the Assignor under the TIF Agreement, and the Reimbursement Payments shall be deemed current and not delinquent if the City has performed its obligations under the TIF Agreement. Assignor agrees that all the Reimbursement Payments received from the City shall be transferred by the Assignor directly into the individual account of the Assignee, in accordance with the Investment Documents. The account information for all deposits to the Assignee under the Investment Documents is set forth on Exhibit A attached hereto and incorporated herein. Reimbursement Payments received from the City by the Assignor will be promptly (not later than seven (7) business days after receipt of such funds) transferred to the Assignee without demand. Assignor and Assignee hereby agree and acknowledge that (i) the City's obligation to make Reimbursement Payments to the Assignor is limited to the City's receipt of Service Payments that are deposited into the TIF Fund, and (ii) the City makes no representation to the Assignor or the Assignee that sufficient funds will exist in the TIF Fund to pay the amount of the Investment.

3. Assignor agrees to take such actions as may be reasonably necessary to ensure that this Assignment is and remains a valid assignment of the Assignor's right to receive Reimbursement Payments. Assignor and each of the Assignees, by execution of this Assignment, authorize Eastwood Development Partners LLC., as representative of the Assignee (the "Assignee Representative") to record a memorandum of this Assignment with the Licking County, Ohio Recorder's Office and to cause the filing or recording of any documents, including any UCC-1 Financing Statements, that the Assignee Representative deems reasonably necessary to evidence the assignment of the Reimbursement Payments to Assignees. Assignor agrees to pay or reimburse the Assignee Representative for all fees, costs, and expenses relating to such filing or recording.

4. Assignor further agrees that upon an Event of Default (as defined in the Investment Documents), Assignee shall be entitled to enforce, use and enjoy the benefits of the TIF Agreement, to perform any obligations of the Assignor and to do any and all acts in the name of Assignee with the same force and effect as Assignor could do if this Assignment had not been made, under the TIF Agreement which are necessary to protect Assignee's rights to the Reimbursement Payments under this Assignment. Assignor agrees not to modify or amend the terms of the TIF Agreement in a way that would impact or affect the Reimbursement Payments without the express written consent of Assignee, which consent shall not be unreasonably withheld (it being acknowledged that it will not be unreasonable for an Assignee to withhold its consent if Assignee reasonably expects that the modification or amendment may negatively impact or affect the Reimbursement Payments). Assignor irrevocably constitutes and appoints the Assignee Representative as its attorney-in-fact to demand, enforce and receive Assignor's rights to the Reimbursement Payments under the TIF Agreement. Assignor hereby ratifies all actions that such attorney shall lawfully do or cause to be done by virtue of the preceding sentence. This power of attorney is a power coupled with an interest, will be irrevocable and shall terminate only upon indefeasible payment in full of the Reimbursement Payments and the termination of this Assignment. The powers conferred upon

the Assignee and the Assignee Representative hereunder are solely to protect the Assignee's rights under this Assignment, and will not impose any duty upon it to exercise any such powers.

5. This Assignment is not effective until the City has executed and delivered to Assignee the attached acknowledgment and consent to this Assignment.

6. The duties and obligations of Assignor under this Assignment shall automatically terminate when all sums due Assignee under the Investment Documents and in connection with the Investment are paid in full. The Investment is an investment made by the Assignee in the Public Infrastructure Improvements identified in the TIF Agreement, and Assignor and Assignee agree that the Investment is not a loan from the Assignee to the Assignor. The Assignor has no obligation to pay the Investment and Interest to the Assignee, and the sole and exclusive recourse of the Assignee for payment of the Investment and Interest shall be Reimbursement Payments or any other amounts from the TIF Fund paid to the Assignor from the City, except that the Assignor has agreed in Section 2 to promptly pay to Assignee without demand any Reimbursement Payments paid by the City to Assignor. Notwithstanding anything to the contrary in this Assignment, Assignor may elect to terminate this Assignment by paying to Assignee an amount equal to the sum of (i) the difference between $_____ and the portion of all Reimbursement Payments received to date by the Assignee that do not represent Interest, and (ii) any accrued Interest through the date of termination not yet received by Assignee; provided, that in such event Assignee shall provide to Assignor its accounting of all Reimbursement Payments and all portions thereof constituting Interest to enable Assignor to calculate the correct payment to the Assignee.

7. Notwithstanding anything to the contrary in this Assignment, Assignor agrees to indemnify and hold Assignee and the Assignee Representative harmless from and against all obligations, liabilities, losses, costs, expenses, fines, penalties or damages (including reasonable attorneys' fees) which Assignee or the Assignee Representative may incur by reason of Assignor's violation of any of the terms of this Assignment. Further, if Assignor defaults in the performance of any obligations under this Assignment or under the TIF Agreement or if any representation or covenant made by Assignor under this Assignment was untrue or incomplete on the date of this Assignment or thereafter becomes untrue or incomplete and Assignor fails to cure such default or such untrue or incomplete representation or covenant within thirty (30) days after notice of such default or such untrue or incomplete representation or covenant is given to Assignor by the Assignee, the Assignee may terminate this Assignment by providing written notice thereof to Assignor, at which point this Assignment shall be immediately terminated and the sole remedy of the Assignee shall be a payment by Assignor to Assignee of an amount equal to the sum of (i) the difference between $_____ and the portion of all Reimbursement Payments received to date by the Assignor and transferred to the Assignee that do not represent Interest, and (ii) any accrued Interest through the date of such default not yet received by Assignee; provided, that in such event Assignee shall provide to Assignor its accounting of all Reimbursement Payments and all portions thereof constituting Interest to enable Assignor to calculate the correct payment to the respective Assignee.

This Section 7 shall survive the termination of this Assignment and the TIF Agreement, except that this Section 7 shall not survive any termination elected by Assignor under Section 6 of this Assignment.

8. This Assignment shall be governed by the laws of the State of Ohio.

9. **ASSIGNOR AND ASSIGNEE EACH HEREBY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE AGREEMENT OR THIS ACKNOWLEDGMENT, THE TRANSACTIONS RELATED THERETO OR THE RELATIONSHIP ESTABLISHED THEREBY. THIS PROVISION IS A MATERIAL INDUCEMENT TO ASSIGNOR AND ASSIGNEE TO ENTER INTO THIS TRANSACTION.**

10. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same document.

11. All notices expressly provided hereunder to be given by Assignee to Assignor and all notices, demands and other communications of any kind or nature whatever which Assignor may be required or may desire to give to or serve on Assignees shall be in writing and shall be (1) hand-delivered, effective upon receipt, (2) sent by United States Express Mail or by private overnight courier, effective upon receipt, or (3) served by registered or certified mail, return receipt requested, to the appropriate address set forth below, or at such other place as the Assignor or Assignee, as the case may be, may from time to time designate in writing by ten (10) days' prior written notice thereof. Any such notice or demand served by registered or certified mail, return receipt requested, shall be deposited in the United States mail, with postage thereon fully prepaid and addressed to the party so to be served at its address below stated or at such other address of which said party shall have theretofore notified in writing, as provided above, the party giving such notice. Service of any such notice or demand so made shall be deemed effective on the day of actual delivery as shown by the addressee's return receipt or the expiration of three (3) business days after the date of mailing, whichever is the earlier in time. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been received shall also constitute receipt.

Assignor hereby requests that any notice, demand, request or other communication desired to be given or required pursuant to the terms hereof be addressed to Assignor as follows:

Eastwood Development Partners LLC.
Jonathan A. Wilcox
250 W. Old Wilson Bridge Rd., Suite 140
Worthington, OH 43085

With a copy to:

J. Caleb Bell, Esq.
Bricker & Eckler LLP
100 South Third Street
Columbus, Ohio 43215

All notices and other communications to the Assignees shall be addressed to Assignee at its address below:

_____
_____
_____
Attention: _____

With a copy to:

_____
_____
_____
Attention: _____

[Signature Page Immediately Follows]

EXECUTED as of the date first written above.

ASSIGNOR:
EASTWOOD DEVELOPMENT PARTNERS LLC., an Ohio limited liability company

By:_____

Printed:_____

Title:_____

STATE OF _____)
) SS:
COUNTY OF _____)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Eastwood Development Partners LLC., an Ohio limited liability company, by _____, its _____, who acknowledged that he did sign the foregoing instrument and the same is his free act and deed as such officer and the free act and deed of corporation and his personally as such officer.

The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ___ day of _____, 20__.

_____
Notary Public

ASSIGNEE:

_____,
a _____ _____

By:_____

Printed:_____

Title:_____

STATE OF _____)
) SS:
COUNTY OF _____)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named _____ by _____, a _____ _____, its _____, who acknowledged that he or she did sign the foregoing instrument and the same is his or her free act and deed as such officer and the free act and deed of said corporation and his or her personally as such officer.

The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ___ day of _____, 20__.

_____
Notary Public

This Instrument was prepared by
J. Caleb Bell, Esq.
Bricker & Eckler LLP
100 South Third Street
Columbus, Ohio 43215
(614) 227-2300

EXHIBIT E

FORM OF ACKNOWLEDGMENT OF ASSIGNMENT OF REIMBURSEMENT PAYMENTS AND OTHER RIGHTS TO TIF FUND AND TIF AGREEMENT

CITY OF REYNOLDSBURG, OHIO ("City") hereby acknowledges and consents to the foregoing Assignment of Reimbursement Payments and Other Rights to TIF Fund and TIF Agreement (the "Assignment"), and agrees that, upon an Event of Default by Assignor under the TIF Agreement, the City shall, upon the written request of the Assignee Representative, continue performance of the City's obligations under the TIF Agreement, including, but not limited to, disbursing the Reimbursement Payments (as defined in the Assignment) directly into the account specified by the Assignor, to be disbursed to the Assignee in accordance with the Assignment; provided, that as a condition of the City's continued performance of its obligations under the TIF Agreement, the Assignee shall cure any Event of Default on the part of the Assignor under the TIF Agreement and continue performance (or cause performance) of Assignor's obligations in accordance with the terms of the TIF Agreement.

The City agrees that no notice to Assignor of any default or Event of Default by Assignor in connection with the TIF Agreement shall be valid or effective unless and until a copy of the notice is given to the Assignee at the address provided in the Assignment (or such other address as Assignee may provide to the City from time to time), that Assignee shall thereafter have the right, but not the obligation, to cure such default or Event of Default, and that the period of time during which Assignee may so cure shall be the period allowed to Assignor, plus thirty (30) additional days; provided, however, that if the default or Event of Default may not be reasonably cured in such additional thirty (30) day period, if Assignee is diligently pursuing the cure of such default or Event of Default, the time period for the Assignee to complete such cure shall be extended by an additional thirty (30) day period.

The City acknowledges the power of attorney granted to Assignee in the Assignment and agrees to accept any reasonable performance of any obligations of Assignor under the TIF Agreement made by Assignee pursuant to such power of attorney, whether done in the name of Assignor or Assignee.

The City agrees to direct all Reimbursement Payments and all other sums to be paid to Assignor under the TIF Agreement directly into the account of the Assignor set forth on Exhibit A attached hereto and incorporated herein.

The City is under no obligation to ensure that the Reimbursement Payments made to the Assignor are subsequently transferred to the Assignees in accordance with the payment provisions of the Assignment. Once the Reimbursement Payments have been disbursed to Assignor, the Assignee's recourse with respect to such payment will be limited to an enforcement action against the Assignor in accordance with the Assignment.

The City represents and warrants that Ordinance No. 2021-__, adopted by the City Council of the City on _____, 2021 has not been amended since its adoption and remains in full force and effect on the date hereof, that there has been no prior assignment of the TIF Agreement or the Reimbursement Payments of which it has notice, that the City's agreements in the TIF Agreement

Attachment: Eastwood TIF Financing Agreement (Eastwood TIF)

are valid, enforceable agreements of the City which are in full force and effect, that the TIF Agreement is unmodified and un-amended, that neither City nor, to the knowledge of the officers of the City signing this Acknowledgement, the Assignor is in default to the other thereunder and that all covenants, conditions and agreements to be performed by the City have been performed as required therein, except those not due to be performed until after the date hereof. The City agrees not to enter into any material modifications of the TIF Agreement which would impact or affect the Reimbursement Payments without the express written consent of each of the Assignees.

This Acknowledgment shall be governed by and construed in accordance with the laws of the State of Ohio.

ASSIGNEE, BY ACCEPTANCE OF THIS ACKNOWLEDGMENT, AND THE CITY HEREBY MUTUALLY, VOLUNTARILY, IRREVOCABLY AND UNCONDITIONALLY WAIVE FOR THE BENEFIT OF THE OTHER ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE TIF AGREEMENT OR THIS ACKNOWLEDGMENT, THE TRANSACTIONS RELATED THERETO OR THE RELATIONSHIP ESTABLISHED THEREBY. THIS PROVISION IS A MATERIAL INDUCEMENT TO ASSIGNEES AND THE CITY TO ENTER INTO THIS TRANSACTION.

[Signature Page Immediately Follows]

CITY OF REYNOLDSBURG, OHIO

By:_____

Printed: _____

Title: _____

Approved as to Form:

By: _____

Print Name: _____

Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named City of Reynoldsburg, Ohio, by _____, its _____, who acknowledged that he did sign the foregoing instrument and the same is his free act and deed as such officer and the free act and deed of said City and his personally as such officer.

The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ___ day of _____, 2021.

_____
Notary Public

This Instrument was prepared by
J. Caleb Bell, Esq.
Bricker & Eckler LLP
100 South Third Street
Columbus, Ohio 43215
(614) 227-2300

16474218v6

EXHIBIT A

BANK ACCOUNT INFORMATION

(to Assignment of Reimbursement Payments and Other Rights To TIF Fund and TIF Agreement and Acknowledgement of Assignment of Reimbursement Payments and Other Rights to TIF Fund and TIF Agreement)

Assignor Bank Account Information

Bank: _____
_____
_____

ABA Routing No.: _____

Account: _____
_____
_____

Account Number: _____

Assignee's Bank Account Information

[Assignee]:

Bank: _____
_____
_____

ABA Routing No.: _____

Account: _____
_____
_____

Account Number: _____

July 1, 2021

Board of Education
Southwest Licking Local School District
927-A South Street
Pataskala, OH 43062
Attn: Dr. Kasey Perkins, Superintendent

RE: Ohio Revised Code Sections 5709.40 and 5709.83 Notice Regarding Proposed Tax Increment Financing

Dear Superintendent Perkins:

This letter constitutes notice to the Board of Education of the Southwest Licking Local School District (the "School District") that the City of Reynoldsburg, Ohio (the "City") intends to adopt an ordinance establishing a tax increment financing ("TIF") exemption from real property taxation for certain improvements to certain parcels of real property located within the School District and the City under Ohio Revised Code Sections 5709.40(B). A draft of the proposed ordinance (the "TIF Ordinance") in substantially the same form as it will be presented to the Council of the City (the "Council") is enclosed as Exhibit A. The following information is given pursuant to Ohio Revised Code Sections 5709.40 and 5709.83:

Identification of Parcels to Be Exempted: See Exhibit B.

Period for Which the Improvement Will Be Exempted from Taxation: Pursuant to the TIF Ordinance and in accordance with Ohio Revised Code Sections 5709.40(B) and 5709.40(G), the exemption for each parcel subject to the TIF exemption shall terminate on the earlier of (a) 10 years after the Improvement (as defined in the TIF Ordinance) to each parcel first appeared on the tax list and duplicate of real and public utility property, or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of Ohio Revised Code Sections 5709.40, 5709.42, and 5709.43.

Percentage of Improvements to Be Exempted: 75%.

The Council intends to adopt the TIF Ordinance on July 26, 2021. Council meetings are held at Board Meeting Room, 927-B South Street, Pataskala, Ohio 43062 and begin at 7:00 p.m.

Any comments or questions which you may have concerning the proposed TIF Ordinance should be forwarded to Andrew Bowsher, Development Director, prior to July 19, 2021. We believe this project is in the best interests of the City, and that it will benefit the entire community, including the School District.

CITY OF REYNOLDSBURG, OHIO

_____

Andrew Bowsher, Development Director

Enclosures

Upon receipt of the foregoing letter, please sign and date one copy of this page and return the signed copy to Andrew Bowsher, Development Director, at 7232 E. Main Street, Reynoldsburg, Ohio 43068, for the City's files.

REF: Proposed Ciminello TIF notice.

Received: SOUTHWEST LICKING LOCAL SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____, 2021

16646534v3

EXHIBIT A

PROPOSED TIF ORDINANCE

ORDINANCE NO. _____

AN ORDINANCE DECLARING THE IMPROVEMENT OF CERTAIN REAL PROPERTY LOCATED IN THE CITY OF REYNOLDSBURG, OHIO TO BE A PUBLIC PURPOSE; DECLARING SUCH PROPERTY TO BE EXEMPT FROM REAL PROPERTY TAXATION; DESIGNATING PUBLIC IMPROVEMENTS TO BE MADE THAT WILL BENEFIT SUCH PROPERTY; REQUIRING ANNUAL SERVICE PAYMENTS IN LIEU OF TAXES; AND ESTABLISHING A MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND; AND AUTHORIZING THE EXECUTION OF A TAX INCREMENT FINANCING AGREEMENT

WHEREAS, Eastwood Development Partners LLC ("Developer") has acquired or will acquire certain real property which is located within the jurisdiction of the City of Reynoldsburg ("City"), consisting of 58+/- acres known as Parcel Number 010-017466-00.000 in the records of the Office of the Auditor of Licking County, Ohio (the "Auditor") (the "Property"), and a depiction and legal description of the Property is attached hereto and incorporated herein by reference as Exhibit A; and

WHEREAS, Developer plans to develop the Property as a multi-family residential community with additional sites available for commercial development within which an estimated of 423 multi-family units are to be constructed (the "Project"); and

WHEREAS, the development of the Property in the City will benefit the City and its residents by creating jobs, enlarging the property tax base, enhancing income tax revenues and stimulating collateral development in the City; and

WHEREAS, in order to provide for the orderly development of the Property, it is necessary to construct or to cause to be constructed certain public infrastructure improvements as described in Exhibit B attached hereto and incorporated herein by reference, which City and Developer agree will benefit and serve the Property; and

WHEREAS, the City has determined to provide for the execution and delivery of a Tax Increment Financing Agreement with the Developer (the "TIF Agreement"); and

WHEREAS, pursuant to Ohio Revised Code Section 5709.40, .42, and .43 (together with related provisions of the Ohio Revised Code, the "TIF Act"), the City may, among other things, (i) declare the increase in assessed value of real property located in the City to be a public purpose, thereby exempting such increase from real property taxation for a period of time; (ii) specify public

Attachment: Eastwood TIF Letter to School District (Eastwood TIF)

infrastructure improvements, made, to be made, or in the process of being made, that directly benefit such real property; (iii) provide for the making of service payments in lieu of taxes by the owners of such real property; (iv) establish a public improvement tax increment equivalent fund into which such service payments shall be deposited; (v) provide for the use of such service payments to pay the costs of such public infrastructure improvements (which costs may include, without limitation, the payment for or reimbursement of costs of the public infrastructure improvements incurred by the City, or any other public or private party in cooperation with the City); and

WHEREAS, the current owners of certain parcels of real property located in the City (the "Owners" including any future owners of said real property, the "Owners"), as further described in Exhibit A attached hereto and made a part hereof (the "Site," with each parcel comprising the Site, as currently existing on the Licking County Auditor's tax duplicate or as subsequently subdivided or combined and appearing on a future tax duplicate, referred to herein as a "Parcel") wish to construct or cause to be constructed certain new commercial improvements (including, but not limited to, multi-family housing); and

WHEREAS, the City has caused notice of the proposed passage of this Ordinance, including a copy of this Ordinance, to be delivered to both the Board of Education of the Southwest Licking Local School District (the "School District") and the Board of Education of the Career & Technology Education Centers of Licking County (the "JVSD") in accordance with O.R.C. Sections 5709.40 and 5709.83, or such notice has been waived;

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

Pursuant to an in accordance with the TIF Act, this City Council ("Council) hereby finds and determines that seventy-five percent (75%) of the increase in the assessed value of each Parcel comprising of the Site subsequent to the effective date of this Ordinance (each such increase hereinafter referred to as an "Improvement," as further defined in Section 5709.40 of the O.R.C.) is a public purpose and is exempt from taxation for a period commencing for each Parcel the earlier of the first day of (i) the first tax year in which there is an Improvement with respect to the Parcel (as it may be subdivided or combined) in which an increase in the assessed valuation of any real property attributable to a structure on each Parcel first appears on the tax list and duplicate of real and public utility property, and ending on the earlier of (a) ten years after such commencement or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of the TIF Act and this Ordinance (the "TIF Exemption").

Council hereby designates the public infrastructure improvements described in Exhibit B attached hereto (the "Public Infrastructure Improvements") and any other public infrastructure improvements hereafter designated by ordinance as public infrastructure improvements made, to be made, or in the process of being made that directly benefit, or that once made will directly benefit, the Site .

Attachment: Eastwood TIF Letter to School District (Eastwood TIF)

As provided in Ohio Revised Code Section 5709.42, but only after the TIF Exemption is effective, the Owner of a parcel comprising the Site shall be required to, and shall make, service payments in lieu of taxes with respect to the Improvement allocable thereto to the Licking County Treasurer ("County Treasurer") on or before the final due dates for payment of real property taxes. Each service payment in lieu of taxes shall be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against such parcel as if it were not exempt from taxation pursuant to Section 1 hereof. Any late payments of service payments in lieu of taxes shall be subject to penalty and bear interest at the then current rate established under Ohio Revised Code Sections 323.121(B)(1) and 5703.47, as the same may be amended from time to time, or any successor provisions thereto (the "Penalties and Interest"). Each Owner shall make any other payments in respect of such parcel which are received by the County Treasurer in connection with any reduction required by Ohio Revised Code Section 319.302, as the same may be amended from time to time, or any successor provisions thereto (the "Property Tax Rollback Payments," together with the service payments in lieu of taxes and the "Penalties and Interest," are collectively referred to herein as the "Service Payments").

This Council hereby establishes, pursuant to and in accordance with the provisions of Ohio Revised Code Section 5709.43, within the City Treasury a municipal public improvement tax increment equivalent fund (the "Tax Increment Fund"), which may, at the option of the Finance Director, be established as an account within an existing tax increment equivalent fund of the City, into which shall be deposited the Service Payments distributed to the City by the County Treasurer. Such Fund may be combined with other funds created by ordinances of this Council authorizing other such projects. Money in the Tax Increment Fund shall be used to finance the Public Infrastructure Improvements, and shall, to the extent provided in further ordinances of this Council, be pledged to the payment of debt service on any bonds, notes or other obligations issued to finance such Public Infrastructure Improvements as well as any reimbursement payments for reimbursement of any costs of the Public Infrastructure Improvements. The Tax Increment Fund shall be maintained in the custody of the City and shall receive all distributions of Service Payments required to be made to the City. Those Service Payments received by the City with respect to the Site, shall be used solely for the purposes authorized in the TIF Act, including, but not limited to, paying any costs of the Public Infrastructure Improvements, in a manner that is consistent with this Ordinance. For purposes of this Ordinance, "costs" of the Public Infrastructure Improvements payable from the Tax Increment Fund shall also include the items of "costs of permanent improvements" set forth in Ohio Revised Code Section 133.15(B), and incurred with respect to the Public Infrastructure Improvements, which "costs" specifically include any reimbursement payments for the reimbursement of the costs of the Public Infrastructure Improvements, and debt service on, and any

Attachment: Eastwood TIF Letter to School District (Eastwood TIF)

administrative or other expenses relating to the issuance of, any bonds, notes, or other obligations issued to finance the Public Infrastructure Improvements. The Tax Increment Fund shall remain in existence so long as such Service Payments are collected and used for the aforesaid purposes, after which time the Tax Increment Fund shall be dissolved and any surplus funds remaining therein shall be transferred to the City's General Fund, all in accordance with Ohio Revised Code Section 5709.43.

This Council hereby approves the TIF Agreement and authorizes the City to execute, deliver, and perform the TIF Agreement. The Mayor is hereby authorized and directed, for and on behalf of the City, to execute and deliver the TIF Agreement, substantially in the form now on file with this Council, with such modifications to the form of the TIF Agreement as shall be approved by the Mayor, shall not be materially adverse to the City, and shall be consistent with this Ordinance, all of which shall be conclusively evidenced by the Mayor's signature on the TIF Agreement. The Mayor is further hereby authorized to execute and deliver any additional agreements or instruments as the Mayor shall deem necessary to carry out the purposes of this Ordinance and the TIF Agreement, and the City is hereby authorized to perform its obligations under any of those agreements or instruments

The City hereby finds and determines that notice of this proposed Ordinance has been delivered to the School District and JVSD in accordance with Ohio Revised Code Sections 5709.40, 5709.83 and 5715.27, and hereby ratifies the giving of that notice.

The Clerk of this Council is hereby directed to directed to deliver, not later than fifteen (15) days after the effective date of this Ordinance, a copy thereof to the Director of the Ohio Development Services Agency and to further deliver to such Director, not later than March 31 of each year during which the TIF Exemption remains in effect, a status report outlining the progress of the project herein described.

It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were passed in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the O.R.C..

This ordinance shall take effect and be in force at the earliest date permitted by law.

Passed this _____ day of _____, 2021.

_____

16646534v3

Angie Jenkins, President

_____
Joe Begany, Mayor

ATTEST:

_____
Mollie Prasher
Clerk of Council

APPROVED AS TO FORM:

_____
Chris Shook
City Attorney

16646534v3

EXHIBIT A

DESCRIPTION OF THE SITE

The Property is the real estate situated in City of Reynoldsburg, Ohio, identified by the Licking County Auditor as tax year 2021 parcel number listed below and depicted on the attached map

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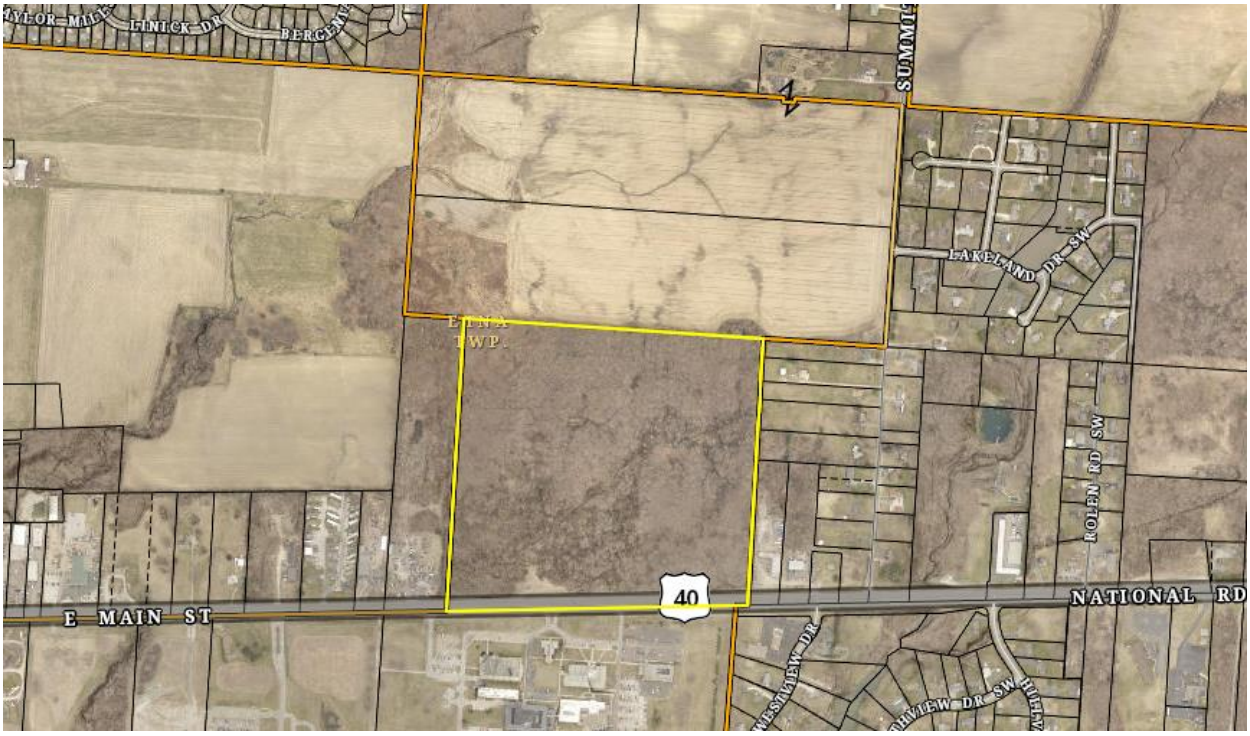
National Rd. SW, Etna, OH 43068	010-017466-00.000



Attachment: Eastwood TIF Letter to School District (Eastwood TIF)

16646534v3

EXHIBIT B

DESCRIPTION OF PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements shall include the infrastructure improvements listed below:

- Construction, reconstruction, extension, opening, improving, widening, grading, draining, curbing or changing of the lines and traffic patterns of, highways, streets, intersections, bridges (both roadway and pedestrian), sidewalks, bikeways, medians and viaducts accessible to and serving the public, and providing signage (including traffic signage and informational/promotional signage), lighting systems, signalization, and traffic controls, and all other appurtenances thereto.

- Signage, artwork, sculpture and other related items that enhance, compliment and beautify the Property and the Public Infrastructure Improvements located in the public right-of-way or within public easements.

- Construction, reconstruction, extension, opening, improving, widening, grading, draining or curbing of walking and/or multipurpose paths.

- Construction, reconstruction or installation of public utility improvements (including any underground municipally owned utilities), storm and sanitary sewers (including necessary site grading therefor), water and fire protection systems, including, but not limited to, tap, capacity and connection improvements for accessing the water, storm and sanitary sewers, or fire protection systems, and all appurtenances thereto.

- Construction, reconstruction or installation of gas, electric and communication service facilities (including any underground lines or other facilities), and all appurtenances thereto.

- Construction, reconstruction and installation of stormwater and flood remediation projects and facilities, including such projects and facilities on private property when determined to be necessary for public health, safety and welfare.

- Continued and ongoing maintenance, paving, repaving, striping, grading and related work on roads, highways, streets, water and sewer lines constructed as part of the Public Infrastructure Improvements.

- Construction or installation of streetscape and landscape improvements including trees, tree grates, signage, curbs, sidewalks, scenic fencing, street and sidewalk lighting, trash receptacles, benches, newspaper racks, burial of overhead utility lines and related improvements, together with all appurtenances thereto, including, but not limited to streetscape improvements in conjunction with and along the roadway improvements described above.

- Acquisition of real estate or interests in real estate (including easements) (a) necessary to accomplish any of the foregoing Public Infrastructure Improvements or (b) in aid of industry, commerce, distribution or research, including, but not limited to, any acquisition of land in connection with the City's taking title to any Public Infrastructure Improvements.

- The items of "costs of permanent improvements" set forth in Ohio Revised Code Section 133.15(B), and incurred with respect to the Public Infrastructure Improvements, which "costs" specifically include any reimbursement payments for the reimbursement of the costs of the Public Infrastructure Improvements and the debt service on, and other expenses relating to the issuance of, any bonds, notes, or other obligations issued to finance the Public Infrastructure Improvements.

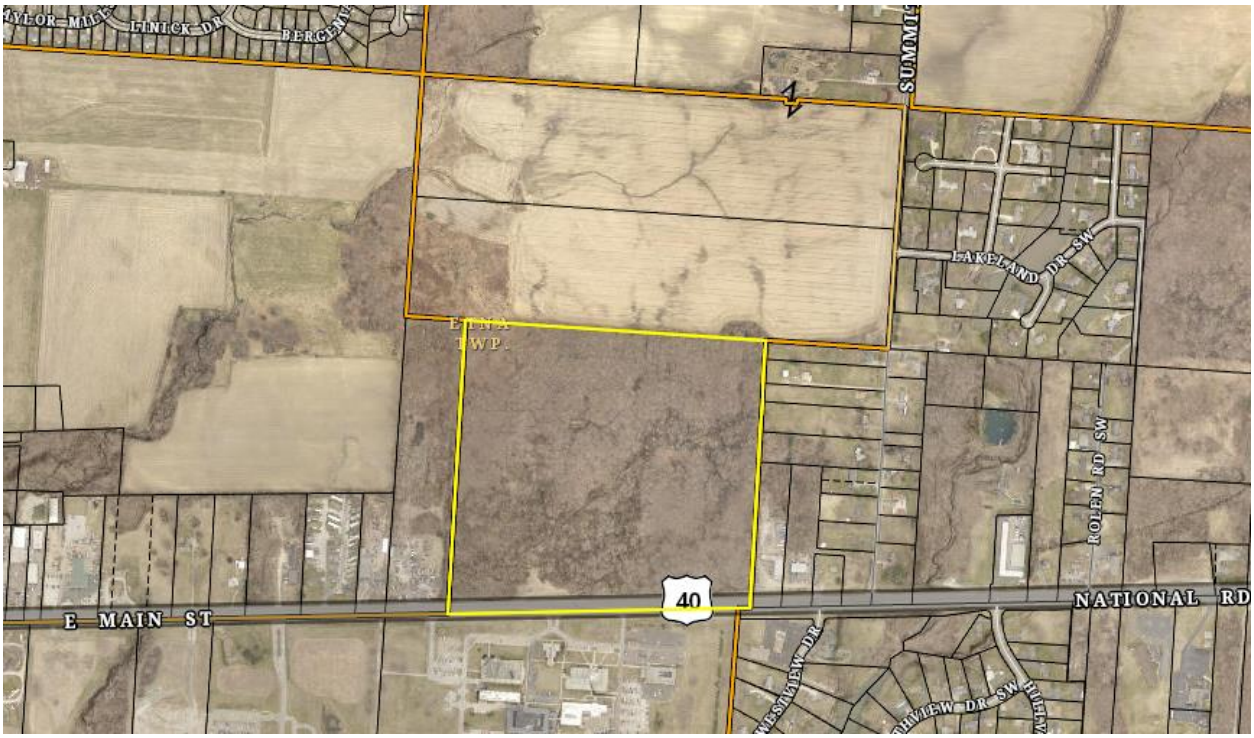
- Any other public infrastructure improvements constructed or maintained by or on behalf of the City that are determined by the City Council to benefit or serve the Property.

EXHIBIT B

PARCELS TO BE EXEMPTED

The Property is the real estate situated in City of Reynoldsburg, Ohio, identified by the Licking County Auditor as tax year 2021 parcel number listed below and depicted on the attached map

Address	Parcel I.D.
National Rd. SW, Etna, OH 43068	010-017466-00.000



16646534v3

July 1, 2021

Board of Education of the Career & Technology
Education Centers of Licking County
150 Price Rd.
Newark, OH 43055
Attn: Joyce L. Malainy, Ed.D., Superintendent

RE: Ohio Revised Code Sections 5709.40 and 5709.83 Notice Regarding Proposed Tax Increment Financing

Dear Superintendent Malainy:

This letter constitutes notice to the Board of Education of the Career & Technology Education Centers of Licking County (the "School District") that the City of Reynoldsburg, Ohio (the "City") intends to adopt an ordinance establishing a tax increment financing ("TIF") exemption from real property taxation for certain improvements to certain parcels of real property located within the School District and the City under Ohio Revised Code Sections 5709.40(B). A draft of the proposed ordinance (the "TIF Ordinance") in substantially the same form as it will be presented to the Council of the City (the "Council") is enclosed as Exhibit A. The following information is given pursuant to Ohio Revised Code Sections 5709.40 and 5709.83:

Identification of Parcels to Be Exempted: See Exhibit B.

Period for Which the Improvement Will Be Exempted from Taxation: Pursuant to the TIF Ordinance and in accordance with Ohio Revised Code Sections 5709.40(B) and 5709.40(G), the exemption for each parcel subject to the TIF exemption shall terminate on the earlier of (a) 10 years after the Improvement (as defined in the TIF Ordinance) to each parcel first appeared on the tax list and duplicate of real and public utility property, or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of Ohio Revised Code Sections 5709.40, 5709.42, and 5709.43.

Percentage of Improvements to Be Exempted: 75%.

The Council intends to adopt the TIF Ordinance on July 26, 2021. Council meetings are held at Board Room, 150 Price Rd., Newark, Ohio43055, and begin at 5:30 p.m.

Any comments or questions which you may have concerning the proposed TIF Ordinance should be forwarded to Andrew Bowsher, Development Director, prior to July 19, 2021. We believe this project is in the best interests of the City, and that it will benefit the entire community, including the School District.

Attachment: Eastwood TIF Technology Center (Eastwood TIF)

CITY OF REYNOLDSBURG, OHIO

_____

Andrew Bowsher, Development Director

Enclosures

Attachment: Eastwood TIF Technology Center (Eastwood TIF)

Upon receipt of the foregoing letter, please sign and date one copy of this page and return the signed copy to Andrew Bowsher, Development Director, at 7232 E. Main Street, Reynoldsburg, Ohio 43068, for the City's files.

REF: Proposed Ciminello TIF notice.

Received:

BOARD OF EDUCATION OF THE CAREER AND TECHNOLOGY EDUCATION CENTERS OF LICKING COUNTY

By: _____

Name: _____

Title: _____

Date: _____, 2021

EXHIBIT A

PROPOSED TIF ORDINANCE

ORDINANCE NO. _____

AN ORDINANCE DECLARING THE IMPROVEMENT OF CERTAIN REAL PROPERTY LOCATED IN THE CITY OF REYNOLDSBURG, OHIO TO BE A PUBLIC PURPOSE; DECLARING SUCH PROPERTY TO BE EXEMPT FROM REAL PROPERTY TAXATION; DESIGNATING PUBLIC IMPROVEMENTS TO BE MADE THAT WILL BENEFIT SUCH PROPERTY; REQUIRING ANNUAL SERVICE PAYMENTS IN LIEU OF TAXES; AND ESTABLISHING A MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND; AND AUTHORIZING THE EXECUTION OF A TAX INCREMENT FINANCING AGREEMENT

WHEREAS, Eastwood Development Partners LLC ("Developer") has acquired or will acquire certain real property which is located within the jurisdiction of the City of Reynoldsburg ("City"), consisting of 58+/- acres known as Parcel Number 010-017466-00.000 in the records of the Office of the Auditor of Licking County, Ohio (the "Auditor") (the "Property"), and a depiction and legal description of the Property is attached hereto and incorporated herein by reference as Exhibit A; and

WHEREAS, Developer plans to develop the Property as a multi-family residential community with additional sites available for commercial development within which an estimated of 423 multi-family units are to be constructed (the "Project"); and

WHEREAS, the development of the Property in the City will benefit the City and its residents by creating jobs, enlarging the property tax base, enhancing income tax revenues and stimulating collateral development in the City; and

WHEREAS, in order to provide for the orderly development of the Property, it is necessary to construct or to cause to be constructed certain public infrastructure improvements as described in Exhibit B attached hereto and incorporated herein by reference, which City and Developer agree will benefit and serve the Property; and

WHEREAS, the City has determined to provide for the execution and delivery of a Tax Increment Financing Agreement with the Developer (the "TIF Agreement"); and

WHEREAS, pursuant to Ohio Revised Code Section 5709.40, .42, and .43 (together with related provisions of the Ohio Revised Code, the "TIF Act"), the City may, among other things, (i) declare the increase in assessed value of real property located in the City to be a public purpose, thereby exempting such increase from real property taxation for a period of time; (ii) specify public

Attachment: Eastwood TIF Technology Center (Eastwood TIF)

infrastructure improvements, made, to be made, or in the process of being made, that directly benefit such real property; (iii) provide for the making of service payments in lieu of taxes by the owners of such real property; (iv) establish a public improvement tax increment equivalent fund into which such service payments shall be deposited; (v) provide for the use of such service payments to pay the costs of such public infrastructure improvements (which costs may include, without limitation, the payment for or reimbursement of costs of the public infrastructure improvements incurred by the City, or any other public or private party in cooperation with the City); and

WHEREAS, the current owners of certain parcels of real property located in the City (the "Owners" including any future owners of said real property, the "Owners"), as further described in Exhibit A attached hereto and made a part hereof (the "Site," with each parcel comprising the Site, as currently existing on the Licking County Auditor's tax duplicate or as subsequently subdivided or combined and appearing on a future tax duplicate, referred to herein as a "Parcel") wish to construct or cause to be constructed certain new commercial improvements (including, but not limited to, multi-family housing); and

WHEREAS, the City has caused notice of the proposed passage of this Ordinance, including a copy of this Ordinance, to be delivered to both the Board of Education of the Southwest Licking Local School District (the "School District") and the Board of Education of the Career & Technology Education Centers of Licking County (the "JVSD") in accordance with O.R.C. Sections 5709.40 and 5709.83, or such notice has been waived;

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

Pursuant to an in accordance with the TIF Act, this City Council ("Council) hereby finds and determines that seventy-five percent (75%) of the increase in the assessed value of each Parcel comprising of the Site subsequent to the effective date of this Ordinance (each such increase hereinafter referred to as an "Improvement," as further defined in Section 5709.40 of the O.R.C.) is a public purpose and is exempt from taxation for a period commencing for each Parcel the earlier of the first day of (i) the first tax year in which there is an Improvement with respect to the Parcel (as it may be subdivided or combined) in which an increase in the assessed valuation of any real property attributable to a structure on each Parcel first appears on the tax list and duplicate of real and public utility property, and ending on the earlier of (a) ten years after such commencement or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of the TIF Act and this Ordinance (the "TIF Exemption").

Council hereby designates the public infrastructure improvements described in Exhibit B attached hereto (the "Public Infrastructure Improvements") and any other public infrastructure improvements hereafter designated by ordinance as public infrastructure improvements made, to be made, or in the process of being made that directly benefit, or that once made will directly benefit, the Site .

As provided in Ohio Revised Code Section 5709.42, but only after the TIF Exemption is effective, the Owner of a parcel comprising the Site shall be required to, and shall make, service payments in lieu of taxes with respect to the Improvement allocable thereto to the Licking County Treasurer ("County Treasurer") on or before the final due dates for payment of real property taxes. Each service payment in lieu of taxes shall be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against such parcel as if it were not exempt from taxation pursuant to Section 1 hereof. Any late payments of service payments in lieu of taxes shall be subject to penalty and bear interest at the then current rate established under Ohio Revised Code Sections 323.121(B)(1) and 5703.47, as the same may be amended from time to time, or any successor provisions thereto (the "Penalties and Interest"). Each Owner shall make any other payments in respect of such parcel which are received by the County Treasurer in connection with any reduction required by Ohio Revised Code Section 319.302, as the same may be amended from time to time, or any successor provisions thereto (the "Property Tax Rollback Payments," together with the service payments in lieu of taxes and the "Penalties and Interest," are collectively referred to herein as the "Service Payments").

This Council hereby establishes, pursuant to and in accordance with the provisions of Ohio Revised Code Section 5709.43, within the City Treasury a municipal public improvement tax increment equivalent fund (the "Tax Increment Fund"), which may, at the option of the Finance Director, be established as an account within an existing tax increment equivalent fund of the City, into which shall be deposited the Service Payments distributed to the City by the County Treasurer. Such Fund may be combined with other funds created by ordinances of this Council authorizing other such projects. Money in the Tax Increment Fund shall be used to finance the Public Infrastructure Improvements, and shall, to the extent provided in further ordinances of this Council, be pledged to the payment of debt service on any bonds, notes or other obligations issued to finance such Public Infrastructure Improvements as well as any reimbursement payments for reimbursement of any costs of the Public Infrastructure Improvements. The Tax Increment Fund shall be maintained in the custody of the City and shall receive all distributions of Service Payments required to be made to the City. Those Service Payments received by the City with respect to the Site, shall be used solely for the purposes authorized in the TIF Act, including, but not limited to, paying any costs of the Public Infrastructure Improvements, in a manner that is consistent with this Ordinance. For purposes of this Ordinance, "costs" of the Public Infrastructure Improvements payable from the Tax Increment Fund shall also include the items of "costs of permanent improvements" set forth in Ohio Revised Code Section 133.15(B), and incurred with respect to the Public Infrastructure Improvements, which "costs" specifically include any reimbursement payments for the reimbursement of the costs of the Public Infrastructure Improvements, and debt service on, and any

administrative or other expenses relating to the issuance of, any bonds, notes, or other obligations issued to finance the Public Infrastructure Improvements. The Tax Increment Fund shall remain in existence so long as such Service Payments are collected and used for the aforesaid purposes, after which time the Tax Increment Fund shall be dissolved and any surplus funds remaining therein shall be transferred to the City's General Fund, all in accordance with Ohio Revised Code Section 5709.43.

This Council hereby approves the TIF Agreement and authorizes the City to execute, deliver, and perform the TIF Agreement. The Mayor is hereby authorized and directed, for and on behalf of the City, to execute and deliver the TIF Agreement, substantially in the form now on file with this Council, with such modifications to the form of the TIF Agreement as shall be approved by the Mayor, shall not be materially adverse to the City, and shall be consistent with this Ordinance, all of which shall be conclusively evidenced by the Mayor's signature on the TIF Agreement. The Mayor is further hereby authorized to execute and deliver any additional agreements or instruments as the Mayor shall deem necessary to carry out the purposes of this Ordinance and the TIF Agreement, and the City is hereby authorized to perform its obligations under any of those agreements or instruments

The City hereby finds and determines that notice of this proposed Ordinance has been delivered to the School District and JVSD in accordance with Ohio Revised Code Sections 5709.40, 5709.83 and 5715.27, and hereby ratifies the giving of that notice.

The Clerk of this Council is hereby directed to directed to deliver, not later than fifteen (15) days after the effective date of this Ordinance, a copy thereof to the Director of the Ohio Development Services Agency and to further deliver to such Director, not later than March 31 of each year during which the TIF Exemption remains in effect, a status report outlining the progress of the project herein described.

It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were passed in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the O.R.C..

This ordinance shall take effect and be in force at the earliest date permitted by law.

Passed this _____ day of _____, 2021.

_____

16623794v4

Attachment: Eastwood TIF Technology Center (Eastwood TIF)

Angie Jenkins, President

_____
Joe Begany, Mayor

ATTEST:

_____
Mollie Prasher
Clerk of Council

APPROVED AS TO FORM:

_____
Chris Shook
City Attorney

Attachment: Eastwood TIF Technology Center (Eastwood TIF)

EXHIBIT A

DESCRIPTION OF THE SITE

The Property is the real estate situated in City of Reynoldsburg, Ohio, identified by the Licking County Auditor as tax year 2021 parcel number listed below and depicted on the attached map

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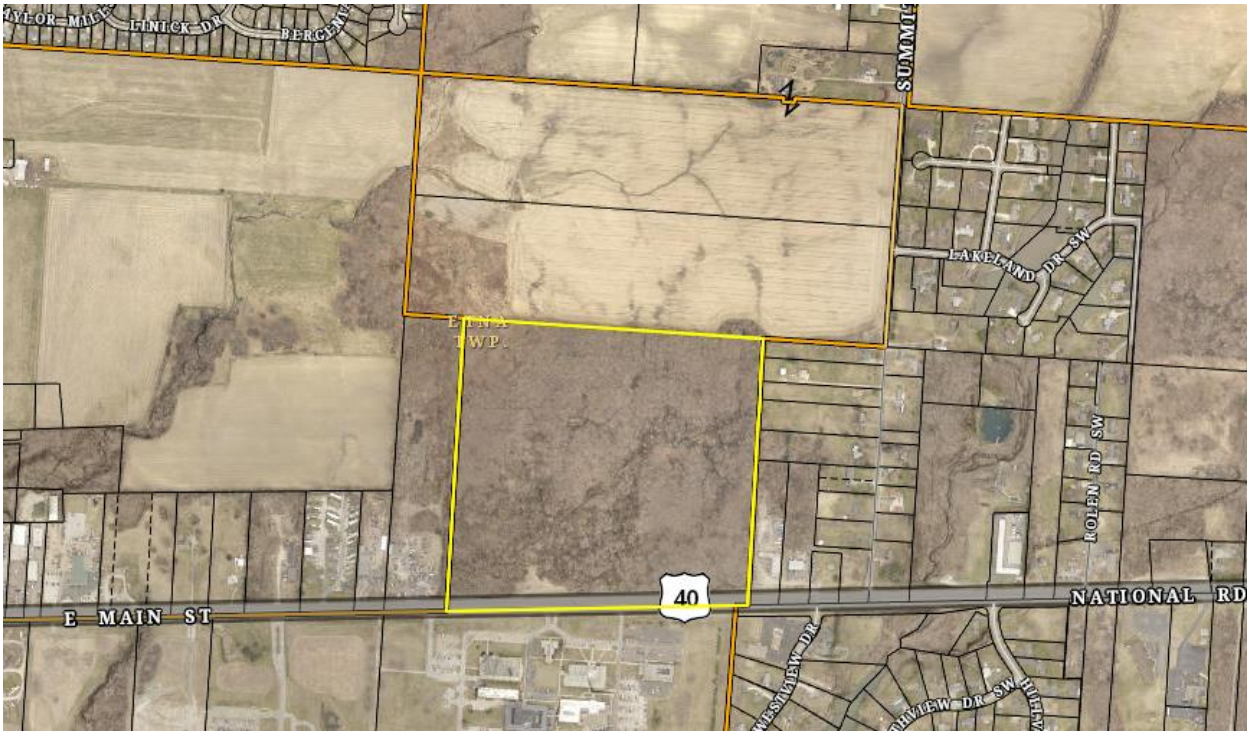

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EXHIBIT B

DESCRIPTION OF PUBLIC INFRASTRUCTURE IMPROVEMENTS

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- Acquisition of real estate or interests in real estate (including easements) (a) necessary to accomplish any of the foregoing Public Infrastructure Improvements or (b) in aid of industry, commerce, distribution or research, including, but not limited to, any acquisition of land in connection with the City's taking title to any Public Infrastructure Improvements.

- The items of "costs of permanent improvements" set forth in Ohio Revised Code Section 133.15(B), and incurred with respect to the Public Infrastructure Improvements, which "costs" specifically include any reimbursement payments for the reimbursement of the costs of the Public Infrastructure Improvements and the debt service on, and other expenses relating to the issuance of, any bonds, notes, or other obligations issued to finance the Public Infrastructure Improvements.

- Any other public infrastructure improvements constructed or maintained by or on behalf of the City that are determined by the City Council to benefit or serve the Property.

EXHIBIT B

PARCELS TO BE EXEMPTED

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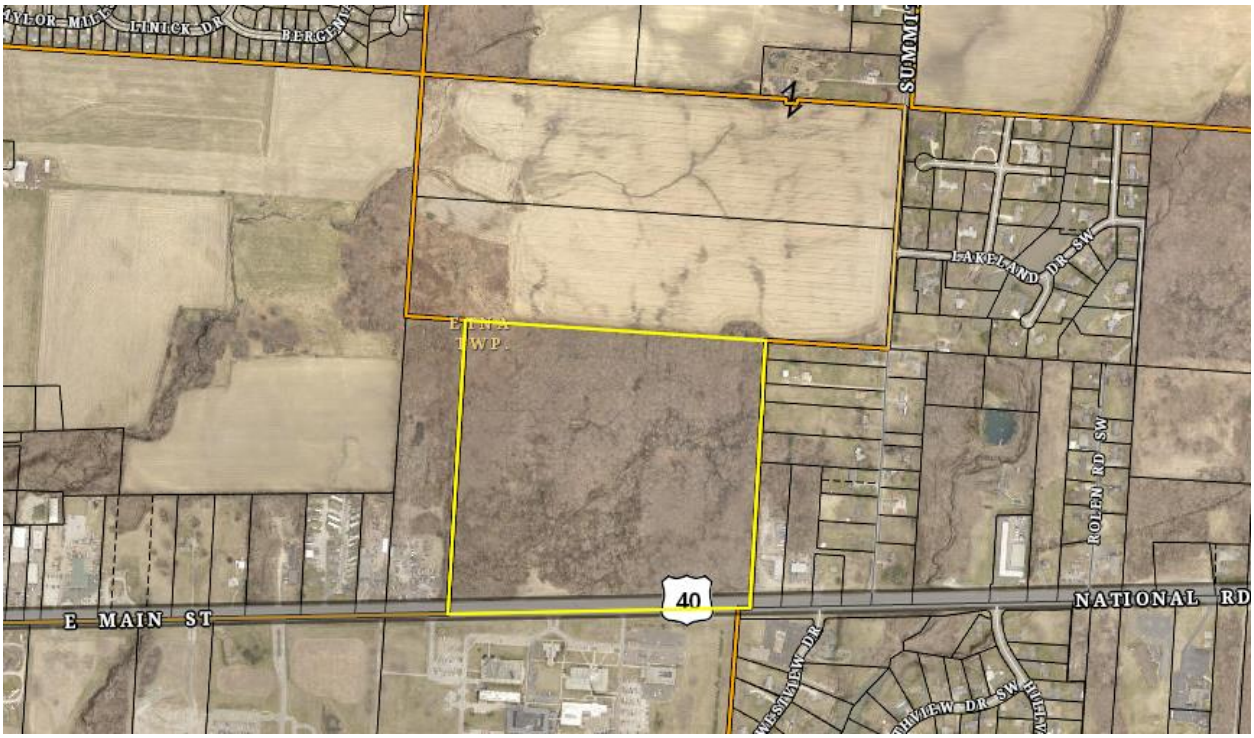

16647635v3

Attachment: Eastwood TIF Technology Center (Eastwood TIF)

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

ORDINANCE REQUEST

DATE:	**July 12, 2021**
TO:	**Development, Parks and Recreation Committee**
RE:	Spring Hill Farms Phase 1 Final Plat - Repeal and Replace

Approval:

Completed Joe Begeny	Completed Chris Shook	Stephen Cicak

Emergency/Suspension: Emergency

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

Spring Hill Farms Phase 1 Final Plat - Repeal and Replace

The phase 1 final plat, had one of the streets as a court, when in actuality it was meant to be labeled as a road. This was corrected on the recently ordained phase 2 plat, but we need to repeal and replace the phase one, with the updated plat. Outside of the name change, there is no difference. Requesting, a two read emergency, so this can be properly filed with the county, as infrastructure is already being constructed for phase 1.

AN ORDINANCE TO REPEAL AND REPLACE ORDINANCE NO. 01-2021 TO APPROVE THE FINAL PLAT PLAN FOR THE SPRING HILL FARM DEVELOPMENT (PHASE 1), AND DECLARING AN EMERGENCY

WHEREAS, Matt Kirk of EMH&T, has submitted the Spring Hill Farm final plat consisting of 22.225 acres for approval in January 2021; and

WHEREAS, the Planning Commission met on May 7, 2020, reviewed and approved the preliminary development plan for Spring Hill Farm; and

Development Department

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

WHEREAS, City Council approved the plan on January 25th, 2021; and

WHEREAS, the approved plan had an error in the naming of one of the streets and this Ordinance is intended to correct that naming error.

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

SECTION 1: That Ordinance No. 01-2021 be repealed and replaced with this Ordinance that approves the final plat for Spring Hill Farm, particularly described as follows:

Situated in the State of Ohio, County of Franklin, City of Reynoldsburg, and in Sections 5 and 6, Township 16, Range 20, Refugee Lands, containing 22.225 acres of land, more or less, said 22.225 acres being comprised of a part of that tract of land conveyed to M/I HOMES OF CENTRAL OHIO, LLC.

SECTION 2: That the Phase 1 final plat had one of the streets labeled as a court when it was intended to be labeled as a road.

SECTION 3: That said the final plat for Spring Hill Farm is attached to this Ordinance as Exhibit A and are made a part herein.

SECTION 4: That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City, and further to allow for acceptance allowing construction; wherefore upon adoption by Council, this Ordinance shall be in effect immediately upon signature by the Mayor.

CITY OF REYNOLDSBURG

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

Application/Case#: 2020 - 5514

Date Submitted: 10/20/2020

Fee Amount: $3,550.00

☒ Paid: check 002398

LAND SUBDIVISION/PLAT APPLICATION

II. PROPERTY INFORMATION

Property Address/Name of Plat:
SPRINGHILL FARM SECTION 1

Description of Location:
704 WAGGONER ROAD

Parcel ID#(s):
060-009329

Number of Lots:	Present Zoning:	Present Use:
56	SR	VACANT

Complete Where Applicable:

Engineer/Surveyor: EMH&T - MATT KIRK

Builder/Developer: M/I HOMES OF CENTRAL OHIO, LLC

III. PROPERTY OWNER OF RECORD

Property Owner Name(s):	Property Owner Address(s):
M/I HOMES OF CENTRAL OHIO, LLC	4131 WORTH AVENUE, SUITE 310, COLUMBUS, OHIO, 43219

IV. APPLICANT INFORMATION

Applicant Name:
EMH&T - MATT KIRK

Applicant Address:
5500 NEW ALBANY ROAD, COLUMBUS, OHIO, 43054

Applicant Phone Number:	Applicant Email:
614-775-4131	MKIRK@EMHT.COM

I. PROJECT TYPE

☐ **Subdivision Without Plat** ($150 Residential/$250 Non-Residential)

☐ **Preliminary Plat** ($750 + $50 per lot)

☒ **Final Plat** ($750 + $50 per lot)

☐ **Plat Modification/Vacation** ($500)

56 lots

Applicant Signature: Matthew A. Kirk **Date:** 9 NOV 20

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

OFFICE USE ONLY

Additional Notes:

Zoning Information
☐ Historic District
☐ CC Overlay

Planning Com. Meeting Date: 12/3/2020
☐ Approved as Submitted
☐ Approved w/ Conditions
☐ Tabled
☐ Denied

City Council Meeting Date: _____
☐ Approved as Submitted
☐ Approved w/ Conditions
☐ Tabled
☐ Denied

P&Z Admin.: _____ Date: _____

Clerk of Council: _____ Date: _____

Attachment: Spring Hill Plat Approval Application (Spring Hill Farms Phase 1 Final Plat - Repeal and Replace)

Reynoldsburg
OHIO · 1839

MINUTES

PLANNING COMMISSION
THURSDAY, DECEMBER 3, 2020 6:00 PM

PLACE: COUNCIL CHAMBERS
7232 EAST MAIN STREET, REYNOLDSBURG, OH 43068

A. CALL TO ORDER

PRESENT: Cullinan (Remote), Zollars (Remote), Hicks (Remote), Furst (Remote), Benner (Remote)
ABSENT:

2. APPROVAL OF MINUTES
   1. Planning Commission – Regular Meeting – November 5, 2020

   Minutes Stand Approved

3. APPROVAL OF AGENDA

Agenda Stands Approved

4. SWEARING IN OF SPEAKERS

Speakers for the evening were sworn in by Mr. Zollars.

B. PUBLIC COMMENT

None

C. UNFINISHED BUSINESS

None

D. NEW BUSINESS

1. Application # 2020-5514; 704 Waggoner Road; Applicant Matt Kirk (EMH&T); Final Plat (Spring Hill Farm)

Mr. Zollars: So let's go to new business application. 2020-5514. Can you set this up for us, please?

Ms. Wheeler: Yeah, this is just the final plot for the Spring Hill Farm subdivision that planning commission had already approved the preliminary plat. This is specifically for Section one. What I have up on the screen now visualizes how they're dividing the different sections. As I said, section one is up here in the top corner here and then I'll pull up the specific subdivision plat here.

Mr. Bowsher: It should be no, there is no change from the preliminary plat that was before you guys to the final plan. No, no changes.

Mr. Zollars: OK, so there's really nothing to discuss?

Attachment: Minutes (Spring Hill Farms Phase 1 Final Plat - Repeal and Replace)

Mr. Hicks: I just had Mr. Chairman. Just one quick comment. I think when this came before us for major sight plan, my biggest concern was traffic. I think that after talking about it and the unfortunate circumstances of how this project ties into Waggoner Road and sort of the limited available options of being able to get that curb cut and the Waggoner road, my biggest concern was that we were creating another intersection there that didn't create a true four way intersection, which would be ideal, and Waggoner, which has all kinds of traffic problems. So I think it's unfortunate that there wasn't a way, I think with a condition that we put forth in the meeting was that the location of the curb cut had to be approved by the city's engineer in regards to traffic and picking the safest location. After talking with staff, it appears the city has achieved that. I know it's not an ideal situation, but we are dealing here with an infill property with a lot of decisions that have been made in the past on where curb cuts and other communities have tied in and where they step out. I think there's a lot of positives to this development. And even in regards to traffic. This community ties into three or four other locations and other communities that will help hopefully relieve some traffic congestion at some of the other intersections along Waggoner Road and provide better connectivity for some of those neighbors that have always been sort of waiting for the next phase of development where those road connections will come in. So I just I hope everybody here on Planning Commission is cognizant that proper planning and new communities is really important, that these intersections and the public improvement aspect of it is what we really, really have to focus on. And unfortunately, Reynoldsburg, we just have a lot of areas that don't connect well. We've got a lot of dead end streets, things like that. Which we'd like to avoid but understanding all that, I mean, I don't see any reason why the staff and the applicant haven't achieved those conditions that we set in our last time we reviewed this proposal.

Mr. Zollars: Emily, staff, I should say, so we are currently unable to tie this into Rodebaugh, so it’s going to be jagged, there's going to be a stop sign at Rodebaugh, a red light at Rodebaugh and then another entrance, what, a couple hundred yards away, correct? That's what we're approving?

Mr. Bowsher: Yes. That's what you approved when we did the Planning Commission. You're not really approving that. We've already approved that. And then the goal was to allow the city engineer to make sure that it was safe. All the approval is tonight is based off of an ORC code that states that you are agreeing that these plats meet what you have intended and you're accepting these plats into the city of Reynoldsburg, as stated here, and then this will go on to city council for a final plat. It's just something we have to do, but it really has nothing to do with the specifics of the development. It's more so you're talking about these parcels, these fifty six parcels right here. We'll have this probably come up six more times as they start to develop it through. And they may try to do and combine sections together on how fast this gets developed and build out. And with the second hottest real estate market in the country right now, we'll probably have another one here come maybe even two next year as well as we go through this development.

Mr. Zollars: So with that information, if there's no questions or no further comments, I'd entertain a motion.

Mr. Hicks: I'd like to move that we approve the plat application as submitted.

Mr. Furst: I'll Second.

Mr. Zollars: Can we get the roll call on it, please?

Ms. Wheeler: Mr. Benner. Yes. Mr. Cullinan.

Mr. Bowsher: Tyler says, yes. He can't get on the microphone, he put it in the chat for the record.

Ms. Wheeler: Mr. Furst. Yes. Mr. Hicks. Yes. Mr. Zollars. Yes.

RESULT:	**APPROVED PENDING COUNCIL REVIEW [UNANIMOUS] Next: 12/14/2020 6:30 PM**
AYES:	Cullinan, Zollars, Hicks, Furst, Benner

2. Zoning Code Text Amendments

Mr. Zollars: OK, very good. The second item on the agenda is the zoning code, text amendments. Mr. Bowsher, you mentioned a couple of things before the call started. Is there something specific we want to address? Or. Mr. Hicks, you wanted to have something reviewed as well, or have those been done, Mr. Hicks?

Mr. Hicks: Yeah, I had emailed staff before the meeting. I appreciate the hard work that's been put into the zoning code. We have a new zoning code. And for everyone you know that's just watching at Facebook, I'm sorry, we can't have an actual in-person meeting tonight. But as we were developing the comprehensive plan and the zoning code, there was always an intention that we were going to have to at some point once you started living with the new code to make adjustments in order to make everything work. I appreciate the hard work the staff has put into making these changes and the red lines. And I appreciate the way that it was presented to us. I had a few minor critiques and changes. One was some of the permitted uses within the community commercial area, which, from what I understand, those changes have been made. I had some comments in regards to commercial vehicle parking, parking on the street, recreational vehicle parking, and where those are permitted to be located on someone's lot and also some comments and questions in regards to design guidelines on window trims and things like that. So it's my understanding and reviewed language that those first three changes have been adopted. I don't think that we've been able to adopt my last request for some reasons, I think we just need some more time to be able to work through something like that. I think I just want to stress that as we've adopted the new code, we've made these changes and sort of calibrations to things to be able to fix some stuff that were just unforeseen

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complications with it. I think it's a great step forward again for Reynoldsburg. And then as we make that next step, I think we always need to be thinking about how we're going to make this better. I think implementing some common sense, additional design guidelines for some of the development will be necessary at some point. I think we'll have to have more conversations about how we handle issues like that. There's there some issues that we've talked about and ask as we're developing this whole thing. An issue that was brought to my attention today, again, was, you know, there's communities like Huber that are primarily all single story that have some rebuild houses, houses that have burned down and be rebuilt, that we've been challenged in trying to figure out how to actually regulate, to make sure that they conform with the rest of the community. And how we handle situations like that, I think maybe isn't quite as addressed as we could be in the code at this point. So I think that's it for my comments. I think those bigger issues were addressed and the changes and red lines that were sent, which is good. But one thing I think that next step we need to be thinking about is maintaining a minimum level of quality for any new development, whether it's a redevelopment of an old parcel or a new community, to ensure that it is an adequate and good quality product in those locations going forward.

Mr. Zollars: Very good. OK, I agree. Thanks, Hicks. Anyone else from the commission or from staff want to add to or elaborate on any of the activities to this point?

Ms. Wheeler: Yeah, I mean, I was going to propose going through each section, just putting up the red line text and then just doing a quick overview of what was changed. If we want to do that.

Mr. Zollars: I don't really feel like going through one hundred pages, quite frankly, if we can keep it at a higher level.

Mr. Bowsher: Maybe let us go through the overall and if there's something that we want to talk about, we can dove into that Id that fair? I think it's important to something overall and then let us read through real quick.

Mr. Zollars: OK.

Mr. Bowsher: So kind of starting from the top, obviously, we had some Brice and East Maine district and also the east main street also, basically our insight districts, the majority of this was removing the maximum side yard and the maximum rear, amending maximum density, and then obviously adding and changing some of the uses. We made some of those changes to correspond with; to better suit the uses that we expect to be there and the ones that we are happy with. Then also, I think it was interesting because clearly this zoning is the Brice and Main is the Kmart center. And clearly, we had a Walgreens, the one that came in there, needed to get some variances. I think those variances were already there, but I think we needed to limit some of them. And so that was a good test case as we were sort of moving

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through that. So that's kind of what we have pretty cut and dry on that one. Suburban residential obviously changing some of the permitted and conditional uses, mainly the school, amending the accessory building location and then removing garage design standards, the specific one. And I think a lot of this kind of came up when we discussed it at BZBA last time about the one covered and one uncovered parking spaces to change to just two off street parking spaces. Granted, we see this the majority of the time and the Huber neighborhoods. Additionally, talking about where that garage location would be. We did have it needed to be six feet behind the front building facade. That didn't seem realistic. So we had to change that. Then we move that to the garage requirements later on in the common regulations where it stands at. Moving on, residential medium, we amended the maximum building height that was the main change for this one, and then the community commercial obviously not put here is the changes that Steven had requested. But the majority of these were the permitted and conditional uses and making sure they're in line with what we expect to have in this community commercial zone. We see this as a current CC district, very suburban, but also moving into more of a mixed use district and allowing a various office park food service, big box retail, small medical and overnight lodging hotel, and motel. Moving on, we went to the innovation, we made some changes to this. This is obviously down on the Brice area as well as L brands and the Ohio Agricultural Department out on Main Street. This was just better aligning the uses and what we desire to have in those areas, adding in some ones that got missed, like medical office, things of that nature, and then bringing some of the conditional uses that we do want permitted. We don't want to make people have to jump through uses for things such as like a visual art center or something like that. So just changing some of those and then changing some of the permitted uses for ones that maybe are less desirable, like the vehicular sales, a shooting range and things of that nature to more of a conditional. So we have a little bit more teeth as we're starting to review applications. We don't want to allow just a slew of bad uses in the city without us having an extra layer of protection. Signs, there was a lot of redundancies, these changes were to better align what we're seeing out there, we were putting on secondary uses which weren't in line with what we actually wanted. And so we got rid of those and we went into a little bit more detail. We can allow Emily to do this, but this was sort of her brainchild. She deals with this every single day. So this was better aligning to what was the intended purpose of the sign portion of the code. Obviously, the accessory structures, we talked about the garage design standards, so those changes and then they got added into this section. Landscaping a buffering the submittal of the landscaping plant and a tree survey and then zoning certificate now required for additional pervious surface, just better aligning to what we're seeing. Supplementary use conditions, traffic study for drive thru establishments at the discretion of Planning Commission or BZBA, and then zoning permit not required for a roof mounted solar panels. Nonconformity's, discontinuation timeline to three months, so this basically means that if there is a use that is a non-conforming use inside of the district instead of the two years that they did have, it will be changed to three months. So it can only sit vacant for tops of three months before a use could go in there or it reverts and they lose the non-conforming clause and they do have to then

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conform for any future use there. It's a good protection, especially as we start to change some of these uses that does not meet the context of the comprehensive plan and where the city is moving forward. So it's really to get those uses phased out in a much more aggressive fashion.

Mr. Zollars: Andrew, could you please give us an example of what this might be?

Mr. Bowsher: Yeah, so I think where we're going to see this the majority of the time is in the innovation area along Brice Road. So as we're trying to bring different businesses there, we need to get rid of some of the smaller retail type establishments that no longer belong there and fit that needs of what that corridor and what we envision as the corridor. So instead of allowing a user to come in time and time again and continue to sign new leases and not getting really what we want, we're limiting the opportunity of vacancies inside that building to sit there and then a new user to come in and still be a non-conforming use. At this stage, it means it can only sit there vacant without that use being activated for three months before it gets reverted to the new portion of the code.

Mr. Zollars: Thank you.

Mr. Bowsher: Zoning certificate, this was something that city attorney Shook wanted added in there, utilizing our property maintenance code and violations and making sure that better aligns to how we function as the city and giving us a bit more teeth and making sure that it's not just Emily reviewing all that, but our code enforcement team that's reviewing zoning violations and property maintenance violations. Then the site plan and design review, we wanted to better align what we were taking a look at, when somebody submit something, we've actually changed it. It was just too close when we were talking about just a standard site plan and a major site plan. So we went back to the minor site plan and a major site plan. And then that minor site plan is basically anything that's less than five thousand square feet. Some of those and we've outlined to better align to what Emily and myself actually need to review and to check mark boxes before it gets put on the planning commission. And we're not asking for site civil type drawings just yet. So we need to do better, align with what we were asking for. So landscape concept plan, transportation and parking plan, current zoning of the parcels, location of buildings and structures, location of existing water, body streams, drainage ditches, the dimensions of the property line parcels and adjoining right away and then a standard site. So all these things we look for, it's always what we've had. We just don't want to overdo it. And then of course, once we get into the major site plan, we can ask for additional things if Emily finds it necessary, as well as planning commission. Then the major site plan. The biggest difference is minor site plan can be reviewed in house being less than five thousand square feet in size. Major site plan is anything over five thousand square feet, whether it's residential or commercial. Minor site plan is only commercial property. But what we don't want is somebody that wants to build a single family home that has to submit twenty thousand dollars in design when really we're just trying to review the architectural details of the home as well as the

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site plan, so wanted to make sure that we weren't overstepping on something of that nature. Certificate of appropriateness, we had it on 30 days that didn't align to actually what we needed. So it's a 14 days prior to the Planning Commission meeting and the certificate of appropriateness, as everyone knows now, is mainly just in the old Reynoldsburg districts, the two districts there, both neighborhood and commercial.

Mr. Hicks: Do you guys have the updated language for the commercial vehicle and RV thing, might just be good to touch on that? Thank you.

Mr. Bowsher: Chris, since you wrote that, you want to touch on this one?

Mr. Shook: Yes, so at the request of Commissioner Hicks, we took a look at the commercial vehicle parking restrictions in residential districts. We went ahead and decided that we would permit dual axle trucks in that district that are less than fourteen thousand pounds as long as they are parked on the lot. So the way that I structured it was to change the language so that trucks having dual tires on one or more axles or having more than two axles will still be prohibited on residential streets, but will be permitted if they are parked in the driveway in a residential district as long as they are under 14 thousand pounds. In addition, we looked at the RV language, if you want to scroll down a little bit to that. We changed up the RV language to make it easier for residents to be able to have an RV on their lot in the City of Reynoldsburg. Quite frankly, it would have been impossible for the city to effectively enforce the code as it was constructed before. So what we've done is we do allow a residential vehicle to be parked in a residential district as long as it's in an enclosed structure and we allow at least one or a maximum of one recreational vehicle located outside an enclosed structure in a residential district as long as it's parked in the driveway, as long as it's three feet from the front right of way, and as long as it's three feet from an adjacent property. We have some other restrictions in there as well that were already included in there. But what we wanted to do was we wanted to make it easier for residents in the City of Reynoldsburg to be able to own and possess on their lot a recreational vehicle. It would have been impossible for us to enforce it the way that it was previously written.

Mr. Bowsher: Thanks, Chris. There was a question that came through just as related, not to this specific one, but Mrs. Sarah Reed brought up. The question was she said, Stephen Hicks, that's a great point, drove through Retton today and my husband and I noted the two story house cited in the midst of the one to one and a half story brick homes that did stick out a bit. How would the new zoning code help us in the future? In fact, that was one thing that was correct when it was in there. Unfortunately, the old zoning code a long time ago for that whole area allowed for two and a half story buildings. Yes. Not in line with what that area is. And that's how they have that basement and makes it look like its two and a half stories. So we limited the building height. That's something that we're not changing and we're keeping it in there. So it's only a maximum of two stories, not necessarily next to that house, but in the Huber neighborhood as you get closer to Main Street, there are

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two story homes in the Huber area and that is where it conforms to. So we have a height standard. So that home, if they were to come back and try to rebuild that as of today, it couldn't happen again.

Mr. Hicks: If they ever finish it?

Mr. Bowsher: Correct.

Mr. Furst: Mr. Chairman, if you will, I am kind of sympathetic to Mr. Hicks comments regarding the minimum quality standards. I know with modern building construction, one of the nightmare type scenarios that we're ideally looking to avoid when we've talked about things like minimum trim requirements and things like that, is that wall of vinyl sort of look where if there's very minimal trim and just something to cover the cuts in the vinyl or virtually no trim at all? I personally think that's a very unattractive look and that's not doing anything to sell the property. I think you're increasing the risk for maintenance issues further on down the line. And, you know, certainly we don't want to set ourselves up for a scenario where you might put in a product today and 10, 20, 30 years from now, if it falls into disrepair, I think if you have a much more esthetically pleasing product, something that seems more complete, not just that's had some corners cut for the sake of keeping it to a bare minimum price point, then you avoid some of that scenario. So I know that someone has brought up that Mr. Benner wanted to have a discussion about the architectural design standards. I think Mr. Hicks concern kind of corner stone's nicely with that discussion. I'd like to talk about that now if we could.

Mr. Zollars: Yeah, go ahead.

Mr. Benner: Yes. Mr. Hicks and I were able to talk a little bit this afternoon. I'm assuming everyone received his email with the changes that he wanted to have included in this amendment. And I'm sure you all have your various opinions. I guess what Mr. Hicks and I were able to agree to today is that design standards are probably going forward, a very important part of what we're doing here as planning commission, especially with the increase in development that's happening here in Reynoldsburg. I'm not sure it's such that we can discuss it this evening and that it makes this particular change. You know, in the weeks that we've been meeting to make these amendments, the one thing that's come up constantly is that this is a huge living document that is going to require that it be looked after and possibly changed over time. We could be back in six months. We could be back in a year. I think architectural standards like we're discussing will require more time than we have this evening to come up with. A three inch trim, I drove the city today just to look at some of what's out there. And, you know, you have you have brick structure with absolutely no trim around any window. You have stone and stucco, sometimes without trims around the windows. On the other hand, all vinyl with just J channel running right up to the edge of the windows in the hole there certainly is unattractive. I think my reply in the email to Mr. Hicks was that that's absolutely the most unattractive two story home with no trim whatsoever. Just a wall of vinyl is not

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something that we probably want. But just saying three inch trim on all windows and doors, I think is a little arbitrary, not something that we could really do quickly. I think it does merit more discussion, more thought, maybe another committee. I don't know. I just don't think that we can make that this evening.

Mr. Bowsher: I think that makes a lot of sense. It's something interesting. I was talking to an ex council member today and kind of brought this up. And I talked with Emily about it as well. You know this document. Yes, we have to have it. A living document. There's a lot to it and things like that. I think that we've done some great work and kudos to the individuals that helped us. It wasn't just staff, but there was members of council. There was two planning commissioners that are here tonight, both Alex and Keith, and input from everyone, the mayor included. And obviously Attorney Shook. I want to note that the next phase of this is updating our development handbook, and I think that's where I'm trying to get to, is maybe the architectural designs as we get into real tough specifics, probably need to change to called the developers handbook because it's more of a document that's based in details; architecture, engineering. Talks about specific ready mixes for streetscape, things of that nature. You know, potentially maybe that's something where that could live in that we then give to a developer after it's done and saying if it we're going to say across the board, we're looking for these things. Maybe it's something that we can get back together on as we start to update that, because we do mention that here in the zoning code that that's the next phase as it gets in the site civil drawing that those are things that they need to have included. It's just something to discuss. But it's a thought.

Mr. Zollars: Very good, good discussion. I have a question on particularly on the, I can't zoom down. Whatever section we're currently looking on the parking on the streets and the part with two vehicles, what is the enforcement procedure and what are those timelines? Is that in here somewhere?

Mr. Shook: So the enforcement mechanism is going to be in Section 1109 and we did change significantly the enforcement section to provide a little bit more detail about what that process would be and who would have the power to enforce the code. Previously, it was just the planning and zoning administrators so it put all of that responsibility on Emily. So we rephrase that so it would be the planning and zoning administrator or the designee in this case. And in these kinds of cases, that designee would be one of our code officials. What they do is that they observe a violation out on the street. And we've had several of these kinds of violations this year. They issue a notice of violation to the property owner with a recommended corrective action to take and a time line for the owner to take that corrective action. If they don't take that corrective action within that timeline, then we cite them in the mayor's court. Unfortunately, our previous code wasn't all that specific about what penalties we could necessarily enforce. It was before the changes that we put in here today. All we had was a maximum fine of two hundred fifty dollars for any zoning code violation. So we wanted to put a little bit more teeth into that. Now with the changes that are being proposed to the commission tonight, it would give us the

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ability to be able to impose daily fines, fines of up to a thousand dollars, the ability of the city to seek penalties of civil forfeiture for zoning code violations. Not that we would necessarily ever intend to go that deep with it, but the intent of those penalty provisions is to be coercive, to motivate people to comply with the code. So we have we have some significant enforcement mechanisms in place with these changes.

Mr. Zollars: Thanks for sharing that. What else you have, Mr. Bowsher?

Mr. Bowsher: I believe that was it for the changes. Emily, was there anything on another page that I missed? As you were scrolling through, I can't remember where we left off. I apologize.

Ms. Wheeler: Nope, that was the end of the summary documents.

Mr. Bowsher: OK, thank you.

Mr. Hicks: On the technical question would be the action of this party tonight would be to recommend approval to council of the updated zoning changes. Is that correct?

Mr. Shook: That is correct. So if we have changes that need to be reflected here on the record that are different than what's been presented to the commission in the packet, we'll need a motion to amend so that those changes can be reflected. So that would include the changes in the community commercial district that take multi-family housing and make that a conditional use of the changes in the parking restrictions for commercial vehicles and for recreational vehicles. Then there's one other change that I noted that we had discussed that wasn't included in the package. I would ask for a motion to amend to reflect this changes that adult oriented businesses. We're going to be removed as a use in the innovation district and placed as a use in the community commercial district. Just to go into some detail in the minutes about that, as several members of this commission may be aware on the Columbus side of Brice Road, we have had adult oriented businesses that have created several problems in that corridor, including drug trafficking, prostitution, violent crime. The City of Columbus has had to shut down two of those facilities in that area. The one thing we don't want is for those kinds of businesses to be a permitted use on our side of that street to make that problem even worse.

Mr. Zollars: Very good. Perfect. So did any of you commissioners get those amendments? I would care to put that into a motion.

Mr. Hicks: All right, I'll try. Mr. Chairman, I'd like to make a motion to amend the proposed changes to the zoning code and include the following amendments. First, I'd like to include the amendment of the community commercial code, removing the multifamily uses from permitted to conditional. Secondly, I would like to amend the code in regards to On-street parking and parking for commercial vehicles with the proposed language. Thirdly, I would like to amend the recreational vehicle parking

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and storage requirements in the code. And fourth, I would like to amend the removal of adult oriented businesses from the innovation zone to the community commercial zone as a use.

Mr. Zollars: Does that cover everything, Mr. Shook?

Mr. Shook: Thank you.

Mr. Zollars: Very good. Thank you, Mr. Hicks. There's a first. How about a second?

Mr. Benner: Second.

Mr. Zollars: Thank you very much. OK, we get roll call on those?

Mr. Hicks: And we're voting on just those amendments and then we'll vote on the entire code, correct?

Unknown Yes.

Mr. Zollars: All right, Emily, we have a first and second, so if you could call the vote on those amendments, please.

Ms. Wheeler: Yes. Mr. Benner. Yes. Mr. Cullinan. Yes. Mr. Furst. Yes. Mr. Hicks. Yes. Mr. Zollars. Yes.

Mr. Zollars: Very good. Thank you very much on that and for staff and Chris and everybody explaining and detailing that out for us.

Mr. Furst: Mr. Chairman. If you don't mind, I move that we recommend the changes for approval by City Council.

Mr. Benner: Second.

Mr. Zollars: Can we get the roll call on that, please?

Mr. Benner. Yes. Mr. Cullinan. Yes. Mr. Furst. Yes. Mr. Hicks. Yes. Mr. Zollars. Yes.

E. OTHER BUSINESS

None

F. ADJOURNMENT

_____ _____
Chairman Planning and Zoning Administrator

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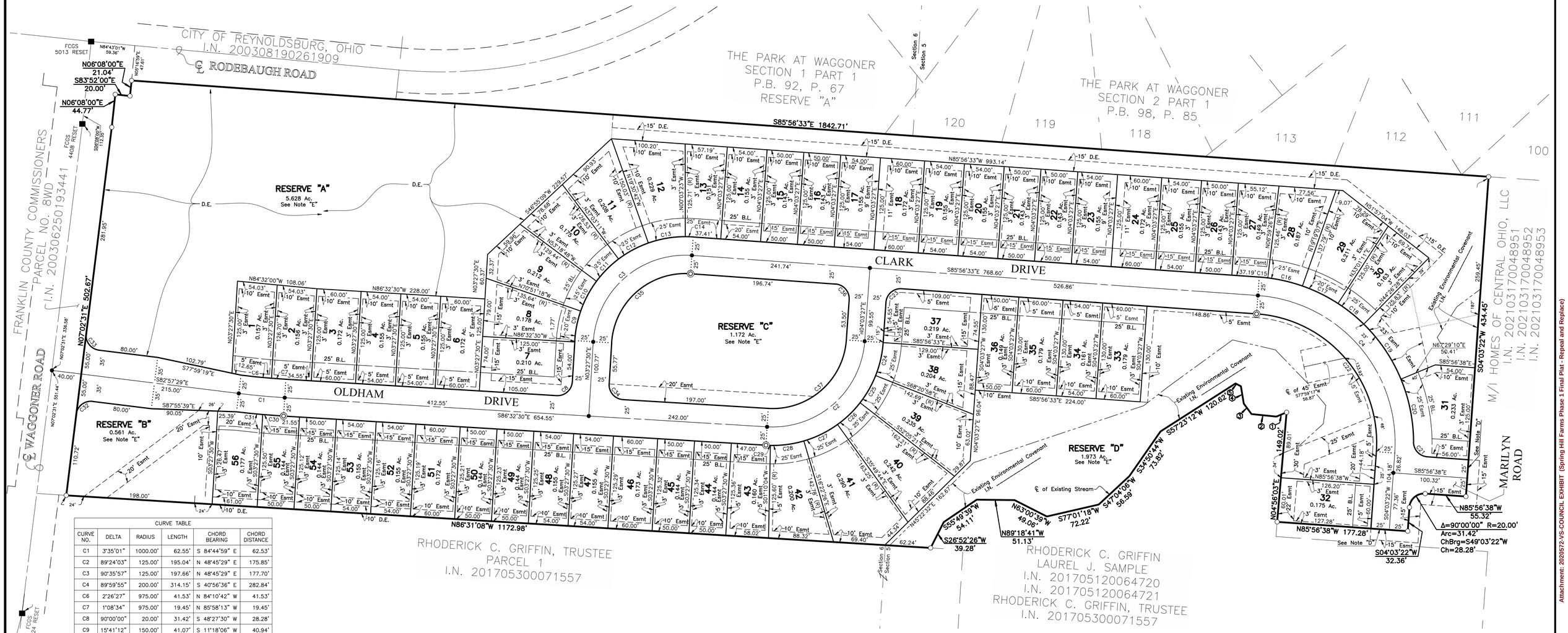
SPRING HILL FARM SECTION 1



CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	3°35'01"	1000.00'	62.55'	S 84°44'59" E	62.53'
C2	89°24'03"	125.00'	195.04'	N 48°45'29" E	175.85'
C3	90°35'57"	125.00'	197.66'	N 48°45'29" E	177.70'
C4	89°59'55"	200.00'	314.15'	S 40°56'36" E	282.84'
C6	2°26'27"	975.00'	41.53'	N 84°10'42" W	41.53'
C7	1°08'34"	975.00'	19.45'	N 85°58'13" W	19.45'
C8	90°00'00"	20.00'	31.42'	S 48°27'30" W	28.28'
C9	15°41'12"	150.00'	41.07'	S 11°18'06" W	40.94'
C10	17°32'29"	150.00'	45.92'	S 27°54'57" W	45.74'
C11	16°15'37"	150.00'	42.57'	S 44°49'00" W	42.43'
C12	17°32'29"	150.00'	45.92'	S 61°43'03" W	45.74'
C13	19°27'19"	150.00'	50.93'	S 80°12'57" W	50.69'
C14	4°06'50"	150.00'	10.77'	N 87°59'58" W	10.77'
C15	2°55'59"	225.00'	11.52'	N 84°28'33" W	11.52'
C16	12°19'41"	225.00'	48.41'	N 76°50'43" W	48.32'
C17	13°42'04"	225.00'	53.80'	N 63°49'51" W	53.68'
C18	11°25'16"	225.00'	44.85'	N 51°16'10" W	44.78'
C19	23°02'43"	225.00'	90.50'	N 34°02'11" W	89.89'
C20	22°18'45"	225.00'	87.62'	N 11°21'27" W	87.07'
C21	85°44'34"	20.00'	29.93'	N 43°04'21" W	27.21'
C22	89°59'55"	175.00'	274.88'	S 40°56'36" E	247.48'
C23	90°00'00"	20.00'	31.42'	N 49°03'27" E	28.28'
C24	17°35'35"	150.00'	46.06'	N 12°51'15" E	45.88'
C25	16°15'37"	150.00'	42.57'	N 29°46'51" E	42.43'
C26	16°15'37"	150.00'	42.57'	N 46°02'28" E	42.43'
C27	19°27'19"	150.00'	50.93'	N 63°53'55" E	50.69'
C28	17°32'29"	150.00'	45.92'	N 82°23'49" E	45.74'
C29	2°17'26"	150.00'	6.00'	S 87°41'13" E	6.00'
C30	1°35'25"	1025.00'	28.45'	S 85°44'47" E	28.45'
C31	1°59'36"	1025.00'	35.66'	S 83°57'17" E	35.66'
C32	90°00'00"	20.00'	31.42'	N 52°02'31" E	28.28'
C33	90°00'00"	20.00'	31.42'	N 37°57'29" W	28.28'
C34	90°00'00"	20.00'	31.42'	N 41°32'30" W	28.28'
C35	90°35'57"	100.00'	158.13'	N 48°45'29" E	142.16'
C36	90°00'00"	20.00'	31.42'	S 40°56'33" E	28.28'
C37	90°00'00"	100.00'	157.08'	S 48°27'30" W	141.42'

NOTE "A": All of Spring Hill Farm Section 1 is within Zone X (Areas determined to be outside 0.2% annual chance floodplain) as delineated on FEMA Flood Insurance Rate Map, for Franklin County, Ohio and Incorporated Areas, map number 39049C0356K with effective date of June 17, 2008.

NOTE "B" - ACREAGE BREAKDOWN:

Total acreage	22.225 Ac.
Acreage in Reserves	9.334 Ac.
Acreage in lots	9.661 Ac.
Acreage in public rights-of-way	3.230 Ac.

NOTE "C" - ACREAGE BREAKDOWN: Spring Hill Farm Section 1 is out of the following Franklin County Parcel Number:

Parcel Number 060-009343 22.225 Ac.

NOTE "D": No vehicular access until such time as the public street right-of-way is extended and dedicated by plat or deed.

NOTE "E" - RESERVES "A", "B", "C" AND "D": Reserves "A", "B", "C" and "D", as designated and delineated hereon, shall be owned and maintained by an association comprised of the owners of the fee simple titles to the lots in the Spring Hill Farm subdivisions for the purpose of open space/stormwater facilities.

NOTE "F": The purpose of this plat is to show certain property, rights of way, and easement boundaries as of the time of platting. At the request of zoning and planning authorities at the time of platting, this plat shows some of the limitations and requirements of the zoning code in effect on the date of filing this plat for reference only. The limitations and requirements may change from time to time and should be reviewed to determine the then current applicable use and development limitations of the zoning code as adopted by the government authority having jurisdiction. The then applicable zoning code shall have control over conflicting limitations and requirements that may be shown as on this plat. This note should not be construed as creating plat or subdivision restrictions, private use restrictions, covenants running with the land or title encumbrances of any nature, except to the extent specifically identified as such.

NOTE "G": At the time of platting, electric, cable, and telephone service providers have not issued information required so that easement areas, in addition to those shown on this plat as deemed necessary by these providers for the installation and maintenance of all of their main line facilities, could conveniently be shown on this plat. Existing recorded easement information about Spring Hill Farm Section 1, or any part thereof, can be acquired by a competent examination of the then current public records, including those in the Franklin County Recorder's Office.

C:\USERS\MKIRK\DESKTOP\2020572-VS-PLAT-SEC1-COUNCIL USE ONLY.DWG plotted by KIRK, MATTHEW on 7/7/2021 3:01:21 PM last saved by MKIRK on 3/29/2021 10:14:23 AM
Xrefs:

Attachment: 2020572-VS-COUNCIL EXHIBIT (Spring Hill Farms Phase 1 Final Plat - Repeal and Replace)

Police Department
Curtis Baker
7240 E. Main Street
Reynoldsburg OHIO 43068
614-322-6907 Phone

ORDINANCE REQUEST

DATE: **July 12, 2021**

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

RE: **Fixed Asset Removal PD**

Approval:

Completed Joe Begeny	Chris Shook	Completed Stephen Cicak

*Removal of Cruiser 250 from the Fixed Asset List

2010 Ford Explorer XLT

Vin #: 1 FMEU7DE2AUA48808

Reason: (See email from the mechanics along with quote to repair). Vehicle will cost too much to repair. Vehicle will be placed on govdeals.com

*Removal of Fixed Asset 1846, Apex Data Collection Equipment No longer is operational.

Item will be destroyed due to potential sensitive information

AN ORDINANCE AUTHORIZING THE CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST FOR THE POLICE DEPARTMENT

WHEREAS, the City of Reynoldsburg Police Department is requesting the removal of one (1) police cruiser and an Apex Data Collection equipment from the department's fixed assets; and

WHEREAS, this vehicle is no longer functional and not fiscally responsible to make the necessary repairs. The vehicle will be auctioned with proceeds returning to the General Fund.

Police Department
Curtis Baker
7240 E. Main Street
Reynoldsburg OHIO 43068
614-322-6907 Phone

WHEREAS, the Apex Data Collection equipment is no longer operational and will be destroyed due to the potential sensitive information in the system.

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

SECTION 1. That the City Auditor be and is hereby authorized to remove the following item from the City's fixed asset list:

Tag #	Description of Item	
1904	2010 Ford Explorer XLT	VIN # 1FMEU7DE2AUA48808
1846	Apex Data Collection Equipment	

SECTION 2. This Ordinance is hereby adopted by Council and shall be in effect thirty days following the signature by the Mayor.

Cruiser 250

2010 Ford Explorer XLT AWD 6 cylinders E 4.0L FI SOHC 245 CID

VIN: 1FMEU7DE2AUA48808

Attachment: ID3095 Fixed Asset Removal (Fixed Asset Removal PD)

Attachment: ID3095 Fixed Asset Removal (Fixed Asset Removal PD)

Cheryl Kristy

From: Kevin McDonnell
Sent: Friday, June 25, 2021 7:55 AM
To: Cheryl Kristy
Subject: FW: Cruiser 250 Evaluation
Attachments: 250 auto zone parts quote.pdf

Cheryl,
Here you go.

Kevin McDonnell
Sergeant
Reynoldsburg Division of Police
7240 East Main Street | Reynoldsburg, OH 43068
T 614-866-6622 | **F** 614-322-6962
Eamil: kmcdonnell@reypd.com
www.ci.reynoldsburg.oh.us

From: Curtis Baker <CBaker@reypd.com>
Sent: Tuesday, June 22, 2021 3:24 PM
To: Kevin McDonnell <kmcdonnell@reypd.com>
Subject: RE: Cruiser 250 Evaluation

Kevin,

Thank you. Go ahead and take the vehicle out of service and get with Cheryl to have the vehicle removed from our inventory.

Curtis Baker, Esq.
Chief of Police
—
Reynoldsburg Division of Police
7240 East Main Street | Reynoldsburg, OH 43068
T 614-322-6907 | **F** 614-322-6926

www.ci.reynoldsburg.oh.us

From: Kevin McDonnell <kmcdonnell@reypd.com>
Sent: Tuesday, June 22, 2021 2:38 PM
To: Curtis Baker <CBaker@reypd.com>
Subject: FW: Cruiser 250 Evaluation

Attachment: ID3095 Fixed Asset Removal (Fixed Asset Removal PD)

Current Quote

PO NUMBER	NAME YOUR QUOTE
Ex: PO Number	Ex: Quote Name

MESSAGE TO AUTOZONE STORE	SHOP NOTES
Enter Message	Enter Notes

TOTALS FOR YOUR QUOTE	
QTY	LIST
12	$1,762.91
TOTAL:	**$1,762.91**

2010 FORD EXPLORER LIMITED 4WD 6 CYLINDERS E 4.0L FI SOHC 245 CID

DESCRIPTION	PART #	AVAILABILITY	QTY	CORE	LIST	LIST TOTAL
Duralast / Alternator	DL2456-6-3	1 in Warehouse 1 total available	1	$35.00	$561.58	$561.58
TYC / Fog Light Assembly	19-5946-00	43 total available	1	$0.00	$108.28	$108.28
Spectra Premium / Fuel Pump	D2377M	1 in Warehouse 1 total available	1	$0.00	$371.24	$371.24
Duralast Gold / CV Axle	B14401N	1 in Store 3 total available	1	$0.00	$188.55	$188.55
Duralast / U-Joint	1-0153DL	2 in Store 26 total available	1	$0.00	$22.25	$22.25
Duralast Gold / Brake Pads - Rear Additional Savings Available	DG964	1 in Store 12 total available	1	$0.00	$58.38	$58.38
Duralast Gold / Brake Rotor - Rear Additional Savings Available	54098DG	2 in Store 18 total available	2	$0.00	$70.38	$140.76
National / Pinion Seal - Rear	3604	3 in Store 17 total available	1	$0.00	$13.47	$13.47
Duralast / Control Arm - Upper	CA10385	3 in Store 11 total available	1	$0.00	$134.76	$134.76
Duralast UnBracketed / Brake Caliper - Rear	97-17962B	1 in Warehouse 1 total available	1	$45.00	$81.82	$81.82
Duralast UnBracketed / Brake Caliper - Rear	97-17962A	29 total available	1	$45.00	$81.82	$81.82
TOTAL FOR THIS VEHICLE:			**12**	**$0.00**		**$1,762.91**

Attachment: ID3095 Fixed Asset Removal (Fixed Asset Removal PD)

Chief,
Here is the response from Justin Jones.

Kevin McDonnell
Sergeant
Reynoldsburg Division of Police
7240 East Main Street | Reynoldsburg, OH 43068
T 614-866-6622 | **F** 614-322-6962
Eamil: kmcdonnell@reypd.com
www.ci.reynoldsburg.oh.us

From: Street Mechanic <SMechanic@ci.reynoldsburg.oh.us>
Sent: Tuesday, June 22, 2021 2:34 PM
To: Kevin McDonnell <kmcdonnell@reypd.com>
Subject: RE: Cruiser 250 Evaluation

Kevin, Parts cost from AutoZone is attached.

1) This does not include the cost of a Dash Cluster from Ford. There is no ETA on shipment for that part. Its cost is $338.
2) The AM/FM stereo does not work in the car and there is not factory part available for it.
3) The car needs new rear pads, rotors and calipers.
4) The car needs the rear pinion seal replaced which entails tearing apart the rear axle housing.
5) Needs a right rear CV axle replaced.
6) Left front fog light assembly is busted and missing the lens
7) Fuel pump assembly needs replaced
8) Alternator charging is intermittent
9) Front driveshaft has a bad U-Joint

This car is 12 years old. Once a vehicle gets to a certain point, parts become tough to get. Especially when it comes to the factory electronic type parts. We just put $1800 in engine/steering parts into cruiser 263 which is a 7 year old car. If we were to get the cars on a constant life cycle rotation these types of repairs and downtime can be avoided. If you have any more questions, feel free to reach out.

Thanks,

Justin H Jones
FLEET MAINTENANCE SUPERVISOR
–
City of Reynoldsburg
7806 East Main Street | Reynoldsburg, OH 43068
T 614-322-5805 | F 614-575-4583

www.ci.reynoldsburg.oh.us

Attachment: ID3095 Fixed Asset Removal (Fixed Asset Removal PD)

From: Kevin McDonnell <kmcdonnell@reypd.com>
Sent: Tuesday, June 22, 2021 1:37 PM
To: Street Mechanic <SMechanic@ci.reynoldsburg.oh.us>
Subject: RE: Cruiser 250 Evaluation

Justin,
The Chief wanted to know the specifics on what exactly needed to be repaired on 250 and the approximate cost of repairs.
Thank you,
Sgt. McDonnell

From: Street Mechanic <SMechanic@ci.reynoldsburg.oh.us>
Sent: Tuesday, June 22, 2021 9:30 AM
To: Kevin McDonnell <kmcdonnell@reypd.com>
Subject: Cruiser 250 Evaluation

Kevin,
Please see the attached memo regarding cruiser 250. Please reach out if you have any questions.

Thanks,

Justin H Jones
FLEET MAINTENANCE SUPERVISOR
–
City of Reynoldsburg
7806 East Main Street | Reynoldsburg, OH 43068
T 614-322-5805 | **F** 614-575-4583

www.ci.reynoldsburg.oh.us

Attachment: ID3095 Fixed Asset Removal (Fixed Asset Removal PD)

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

ORDINANCE REQUEST

DATE: **July 12, 2021**

TO: **Public Service and Transportation Committee**

RE: **Community Consortium Refuse Bid Award**

Approval:

Completed Joe Begeny	Pending Chris Shook	Completed Stephen Cicak

Upon review of the bids received the City has determined Local Waste Service Ltd. to be the lowest and best, and

Whereas the price for each residential unit shall be $20.97 per household (includes a $0.50 recycling processing fee), per month for the years 2022, 2023 and 2024, and

Whereas the contract includes two (2) one (1) year extensions for 2025 and 2026 at the same rate.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH LOCAL WASTE SERVICES LTD. TO BE THE SOLE PROVIDER OF SOLID WASTE, RECYCLABLE, AND YARD WASTE COLLECTION SERVICES FOR RESIDENTIAL, MUNICIPAL, AND SPECIAL EVENTS IN THE CITY OF REYNOLDSBURG, OHIO

WHEREAS, the Community Waste Consortium has received proposals from two companies interested in providing services related to the collection, transportation, and processing of residential refuse, recyclables and yard waste; and

Service Department

Bill Dorman
7232 E. Main Street
Reynoldsburg OH 43068
Phone

WHEREAS, after a review of the proposals, it was determined that the lowest responsive bidder for such services is Local Waste Services LTD; and

WHEREAS, the Consortium has also concluded that Local Waste Services LTD has the ability, resources, and experience to provide those services; and

WHEREAS, the Local Waste Services LTD has recommended that the primary bid from Local Waste Services LTD for a three-year fixed monthly amount of $20.97 per household, per month for the contract period be accepted.

NOW THEREFORE, BE IT RESOLVED by the Council of Reynoldsburg, Ohio that:

Section 1: The exclusive contract for the collection, transportation, and processing of residential refuse, recyclables, and yard waste be awarded to Local Waste Services LTD in accordance with the bid specifications and the bid proposal received.

Section 2: The Mayor is hereby authorized on behalf of the City of Reynoldsburg to enter into an agreement with Local Waste Services LTD for the collection, transportation, and processing of residential refuse, recyclables, and yard waste, with the services under the contract.

Section 3: The contract amount shall be based on the primary bid submitted by Local Waste Services LTD for a three-year fixed monthly price in the amount of $20.97 per household, per month to commence January 1, 2022 through December 31, 2024. The contract also allows for two one-year extensions for 2025 and 2026.

Section 4: This Ordinance is hereby adopted by Council and shall be in effect thirty days following the signature by the Mayor.

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

ORDINANCE REQUEST

DATE: **July 12, 2021**

TO: **Public Service and Transportation Committee**

RE: **Demolition of Happy Dragon**

Approval:

Completed	Pending	Pending
Joe Begeny	Chris Shook	Stephen Cicak

Emergency/Suspension: Emergency

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

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH COLVIN GRAVEL COMPANY INC. FOR THE DEMOLITION OF THE PROPERTY LOCATED AT 7332 EAST MAIN STREET (HAPPY DRAGON), APPROPRIATING FUNDS, AND DECLARING AN EMERGENCY

WHEREAS, it has been determined that it is the best interest of the City to demolish the building located at 7332 East Main Street (formerly Happy Dragon); and

WHEREAS, the City of Reynoldsburg purchased said property on June 19th, 2021; and

WHEREAS, this Ordinance will authorize Colvin Gravel Company Inc. to complete the demolition.

NOW, THEREFORE, BE IT RESOLVED 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 the Mayor be and is hereby authorized to enter into contract with Colvin Gravel Company Inc. for the demolition of the building located at 7332 East Main Street (Happy Dragon) for a contract amount of $30,854.00 (includes a contingency of $15,000.00 for asbestos survey and potential removal of undetermined hazards/risks such as oil, asbestos, freon, etc.).

SECTION 2. That seventy (70%) percent of the demolition costs will be reimbursed if and when the City were to sell said property.

SECTION 3. That an amount of $15,854.00 as the base bid with an additional $15,000.00 contingency in the unappropriated Capital Improvements Fund (410) be appropriated to account number 410.000.0184.5611 Main Street Development Project.

SECTION 4. That Council hereby authorizes the Auditor to remove the building from the City's fixed asset list.

SECTION 5. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the city, and further that the demolition; wherefore upon adoption by Council this rdinance shall be in effect immediately upon signature by the Mayor.

COLVIN GRAVEL COMPANY, INC.

PROJECT ESTIMATE PROPOSAL

2290 McKinley Ave., Columbus, Ohio 43204
P: (614) 486-7175 * F:(614) 488-0440

DATE: 6/29/2021
COR#

CUSTOMER		
William Dorman	**Phone:**	(614) 322-6884
Public-Service Director	**Cell:**	(614) 216-7232
City of Reynoldsburg	**Email:**	wdorman@ci.reynoldsburg.oh.us
7232 E Main St.	**Website:**	
Reynoldsburg, OH 43068		

PROJECT	
Project Name:	Multi Structure Demolition
Project Type:	Commercial Structure Demolition
Street Address:	7221 E. Main & 7332 E. Main St.
City/State/Zip:	Columbus, OH
Wage Type:	Standard
Payment Due:	Net 10 Days
Quote Valid Until:	Monday, September 27, 2021

Colvin Gravel Company, Inc. is pleased to submit the following proposal for the project listed above.

#	BID ITEM	7221 E. Main St.
1	Provide Asbestos Survey	
2	Provide Demolition Permit	
3	Provide Sewer Cap Permit	
4	Cap Existing Sanitary Sewer A Maximum of 7' At Property Line	
5	Demolish Existing Commercial Structure	
6	Export Debris To An Ohio EPA Approved Landfill	
7	Remove and Export Existing Slabs, Footers, And Foundations	
8	Backfill ExistingArea To Existing Elevations With Dirt	
9	Demolish and Remove Existing Canopy	
10	Recover Freon	
We propose hereby to furnish material and labor, complete in accordance with above specifications, For the sum of:		$ 25,485.00

#	BID ITEM	7332 E. Main St.
1	Provide Asbestos Survey	
2	Provide Demolition Permit	
3	Provide Sewer Cap Permit	
4	Cap Existing Sanitary Sewer A Maximum of 7' At Property Line	
5	Cap Existing Water At Sidewalk	
6	Demolish Existing Commercial Structure	
7	Export Debris To An Ohio EPA Approved Landfill	
8	Remove and Export Existing Slabs, Footers, And Foundations	
9	Backfill ExistingArea To Existing Elevations With Dirt	
10	Recover Freon	
We propose hereby to furnish material and labor, complete in accordance with above specifications, For the sum of:		$ 15,854.00

Notes: Removal of contaminated or hazardous material, i.e. oil, asbestos, freon, etc., is excluded.

Note: The owner will assume any and all liability for any unmarked underground utilities. Customer will notify all utility companies to have their services disconnected prior to our commencing work. This proposal is a non-prevailing wage bid and is null and void if this is a prevailing wage project. This proposal is also expressly conditioned upon the negotiation of reasonable contract terms and conditions. If this proposal (contract) is accepted, the owner and/or general contractor will furnish information required by law as to "Notice of Commencement". This will be the only formal notice you will receive and shall be considered by all parties as a formal request, as if sent by certified mail. Payment to be made as follows: Payable upon completion of job and receipt of invoice. Net 10 days. Note: This proposal may be withdrawn by us if not accepted within__90__ days. All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owners to carry fire, tornado and other necessary insurance. . Our workers are fully covered by Workman's Compensation Insurance. ACCEPTANCE OF PROPOSAL- The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Estimate Prepared by: Daniel J. Edwards, Estimator

Estimate Accepted by: _____
Print Name: _____
Date: _____

Attachment: Happy Dragon Demo Proposal (Demolition of Happy Dragon)

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

ORDINANCE REQUEST

DATE:	**July 12, 2021**
TO:	**Finance and Administration Committee**
RE:	Development Agreement with Trivium

Approval:

Completed Joe Begeny	Completed Chris Shook	Pending Stephen Cicak

Emergency/Suspension: Emergency

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

Development Agreement with Trivium Development, LLC. This agreement between the City and Trivium would obligate the City to provide Trivium a 180-day period upon which to provide the City a development plan for the former Happy Dragon lot at Lancaster and Main, and setting parameters for certain minimum conditions for future sale.

Statement of necessity for Emergency passage: The Administration is requesting a two-read emergency passage of this legislation because Council is on break during the month of August and the City strongly desires to move this project forward as quickly as possible.

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A DEVELOPMENT AGREEMENT WITH TRIVIUM DEVELOPMENT, LLC FOR THE PURPOSE OF FUTURE SALE AND RE-DEVELOPMENT OF REAL ESTATE, AND DECLARING AN EMERGENCY

WHEREAS, the City of Reynoldsburg recently purchased real property located at 7332 E. Main Street for the purpose of redevelopment; and

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

WHEREAS, in 2015, the City of Reynoldsburg acquired real property located at 7336 E. Main Street and 7342 E. Main Street, and has utilized the same as a public parking lot; and

WHEREAS, the aforementioned real property are contiguous parcels of real estate located at the Northeast corner of Lancaster Avenue and E. Main Street, said parcels identified by the Franklin County Auditor as Parcel Nos. 060-000134, 060-000090, 060-000218, 060-000200, 060-000183 and 060-000215 (further referenced herein as "Development Site"); and

WHEREAS, the City of Reynoldsburg has identified Trivium Development, LLC 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

WHEREAS, the City of Reynoldsburg desires to enter into a Development Agreement with Trivium Development, LLC setting forth the terms of any future sale of the Development Site, which includes a minimum purchase price compensating the City for seventy percent (70%) of its project investment; and

WHEREAS, the City of Reynoldsburg further desires to enter into a Development Agreement with Trivium Development, LLC, setting forth various minimum conditions for the preparation of a suitable development plan, which shall consist of the construction of a commercial building with a non-exclusive parking lot that will create jobs, benefit the continued improvements and revitalization of the Olde Reynoldsburg Commercial District, and provide parking for businesses located across from and adjacent to the Development Site.

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 Trivium Development, LLC, attached as Exhibit A, for the purpose of future sale and re-

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

development of real estate identified as Parcel ID Nos.060-000134, 060-000090, 060-000218, 060-000200, 060-000183 and 060-000215.

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 declared to be an emergency measure necessary for the immediate preservation of the financial needs of the City. The reason for such necessity is to expeditiously proceed with re-development plans for the Development Site without further delay. This Ordinance shall take effect immediately upon the signature of the Mayor.

DEVELOPMENT AND USE AGREEMENT

by and between

THE CITY OF REYNOLDSBURG, OHIO

and

TRIVIUM DEVELOPMENT LLC, an Ohio limited liability company

as the Developer

Dated

as of

the Effective Date (as hereinafter defined)

Attachment: Happy Dragon Final (Development Agreement with Trivium)

{00460425-11}

DEVELOPMENT AND USE AGREEMENT

THIS DEVELOPMENT AND USE AGREEMENT (this "Agreement") is entered into as of _____, ___, 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 June , 2021 (the "Development Agreement Ordinance"), and TRIVIUM DEVELOPMENT LLC, an Ohio limited liability company, its successors and/or assigns ("Trivium" or "Developer").

Recitals

A. The City is the owner of certain real property located in the City of Reynoldsburg, Franklin County, Ohio Parcel Nos. 060-000134, 060-000090, 060-000218, 060-000200, 060-000183 and 060-000215 as more particularly described on Exhibit A attached hereto (the "Development Site"). The Development Site (or portion thereof) is currently improved with a retail/restaurant building.

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 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 development with higher density, private commercial uses that benefit and enhance the community and spur economic development within a primary commercial corridor of the City.

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. Trivium has demonstrated experience with planning, marketing, financing, developing and constructing commercial developments throughout the central Ohio metropolitan area, which includes the City.

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 Trivium desire to collaborate in the redevelopment of the Property pursuant to the terms set forth in this Agreement.

Attachment: Happy Dragon Final (Development Agreement with Trivium)

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; Preferred Developer Status**. The City covenants and agrees that throughout the Term (as hereinafter defined), Trivium shall have the exclusive right to undertake pre-development activities with respect to redevelopment of the Development Site. 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, and otherwise undertaking such efforts commonly performed when assessing and preparing a site for commercial development. The City further covenants and agrees that (a) Trivium is designated as the preferred developer for redevelopment of the Development Site and (b) the City will promptly direct to Trivium all inquiries the City receives from potential users, tenants, developers or other parties interested in the Development Site. Trivium covenants and agrees to use its best efforts in undertaking the pre-development activities so as to facilitate successful redevelopment of the Development Site. Trivium 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.

3. **Right and Option to Purchase**. If, during the course of its predevelopment activities, Trivium formulates a redevelopment plan for the Development Site consistent with the provisions of Section 2 that it deems feasible, Trivium shall have the first right and option to purchase the Development Site from the City. In such event, Trivium and the City will work in good faith to negotiate a customary real estate purchase contract for the Development Site (the "Purchase Contract"), which Purchase Contract at minimum will address or include, as applicable, the following:

(a) Trivium shall have a contingency period sufficient in length for Trivium to (i) conduct final due diligence and inspections (such as title and survey work, soils testing, appraisals, financing, etc.); (ii) negotiate lease terms with the 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 Trivium 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 Trivium's intended use of the Development Site.

(c) When negotiating the purchase price for the Development Site, the Parties shall factor in the following:

i. The project costs to the City to acquire and maintain the parcels for the

Attachment: Happy Dragon Final (Development Agreement with Trivium)

Development Site, which shall include, but are not limited to, purchase price, assessments, demolition expenses, maintenance expenses, and any non-exempt real estate taxes in order to compensate the City.

1. The parties agree that the City shall provide a full breakdown of its actual and estimated project costs to Developer at the time this Agreement is executed.
2. The parties agree the purchase price shall, at a minimum, compensate the City for seventy percent (70%) of its total project costs as provided.

ii. Developer project construction costs, user rental rates, project density and other similar factors in order to arrive at a purchase price that makes the project economically feasible with commercially reasonable market rates of return for Trivium.

(d) 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.

(e) The Purchase Contract will contain customary representations and warranties from both the City and Trivium.

(f) Prior to closing of the Purchase Contract, the City shall, at its sole costs and expense, demolish the existing retail/restaurant building located on the Development Site .

(g) Prior to entering into the Purchase Contract, the City and Trivium will finalize an agreement requiring the City to utilize proceeds from the Tax Increment Financing District encompassing the Development Site to reimburse Trivium for costs associated with infrastructure improvements that benefit the Development Site and the public at large.

4. **Plan and Schedule of Development**. Trivium 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 one-hundred (180) days of this agreement, which shall include, at a minimum:

(a) The construction of a building for commercial use that is at least 15,000 square feet.

(b) The construction of a parking lot, of which a certain percentage, to be later agreed upon by the parties, shall be dedicated on a non-exclusive basis for use

Attachment: Happy Dragon Final (Development Agreement with Trivium)

by the general public to benefit both the Development Site and nearby commercial entities.

5. **Access to Development Site.** At all times during Term, Trivium and Trivium's consultants and contractors shall have access to the Development Site and all records of the City relating to the Development Site to conduct it predevelopment activities. Trivium shall be permitted to erect a marketing sign on the Development Site. Trivium 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 one-hundred and eighty (180) days 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 City may elect to extend the Term of this Agreement an additional one-hundred and eighty (180) days at its sole discretion. This Agreement shall be subject to early termination as follows:

(i) By mutual agreement of the City and The Developer.

(ii) By the City upon the occurrence of any of the following events:

(1) Trivium's material breach of this Agreement that is not cured within 30 days of receipt of written notice from the City, which notice shall set forth the nature of the material breach giving rise to the termination; or

(2) Trivium's bankruptcy, reorganization, arrangement for the benefit of creditors, insolvency, liquidation, or receivership or if similar proceedings are instituted by or against Trivium under federal or state law.

(iii) By Trivium upon the occurrence of any of the following events:

Attachment: Happy Dragon Final (Development Agreement with Trivium)

(1) The City's material breach of this Agreement that is not cured within 30 days of receipt of written notice from Trivium, which notice shall set forth the nature of the material breach giving rise to the termination; or

(2) 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.

9. **Insurance.** During the term of this Agreement, Trivium shall, at Trivium'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 Trivium 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.* This Agreement shall be governed by and construed or enforced 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 in the United States District Court for the Southern District of Ohio and/or in the Common Pleas Court of 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 Trivium may assign this Agreement to a party that is controlled by, under common control with, or that controls Trivium without prior consent of, but with prior notice to, the City.

(c) *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:

Trivium:	Trivium Development LLC 210 Lazelle Street Columbus, Ohio 43215 Attention: Timothy Spencer Email: tim@triviumdevelopment.com
With copy to:	Kephart Fisher LLC 207 North Fourth Street Columbus, Ohio 43215 Attention: Robert S. Ryan Email: robryan@kephartfisher.com
City:	City of Reynoldsburg, Ohio 7232 E. Main Street Reynoldsburg, Ohio 43068 Attention: Joe Begeny, Mayor Email: 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

(d) *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.

(e) *No Third Party Beneficiary.* There shall be no actual or intended third party beneficiaries to this Agreement.

(f) *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.

(g) *Waiver.* 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.

(h) *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 or PDF copy of a signature of a Party on this Agreement shall be fully effective as if an original signature.

(i) *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, whereby the exclusive option of Trivium to purchase the Development Site pursuant to this Agreement shall be placed of record.

Remainder of Page Intentionally Left Blank; Signature Page Follows

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

TRIVIUM:

Trivium Development LLC,
an Ohio limited liability company

By: _____
Timothy Spencer
President

APPROVED AS TO FORM:

_____
Chris Shook, Reynoldsburg City Attorney

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: _____

_____
Stephen M. Cicak, City Auditor

{00460425-11}

Attachment: Happy Dragon Final (Development Agreement with Trivium)

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

ORDINANCE REQUEST

DATE: **July 12, 2021**

TO: **Finance and Administration Committee**

RE: **Clerk of Court Copier Renewals**

Approval:

Completed Joe Begeny	Completed Chris Shook	Pending Stephen Cicak

Emergency/Suspension: Emergency

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

Authorization for Mayor to enter into an agreement with Modern Office Methods, 4747 Lake Forest Drive, Cincinnati, Ohio 45242 for the lease of 2 photo copy machines for the Clerk of Courts use for a total of $27,933.00 for 60 months (see attached agreement)

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH MODERN OFFICE METHODS FOR THE CLERK OF COURT COPIERS, WAIVE COMPETITIVE BIDDING, AND DECLARING AN EMERGENCY

WHEREAS, the Reynoldsburg Clerk of Court has two copier units and the lease agreement is expiring; and

WHEREAS, the Clerk is recommending the renewal of a sixty months lease with Modern Office Methods, the current copier provider: and

WHEREAS, the two copier units leased are a Ricoh MP2555 and a Canon DXC3730i, both of which are listed for lease on the state cooperative purchasing program; and

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

WHEREAS, the total fee for lease of the copier units, as well as the additional features, is based upon equivalent or better terms that the state cooperative purchasing program.

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 lease agreement with Modern Office Methods for two (2) copiers for the Clerk of Courts office with a lease term to of sixty months at total fee of $27,933.00.

SECTION 2. That pursuant to Reynoldsburg City Code Section 175(f) competitive bidding is hereby waived as the items are to be leased upon equivalent or better terms than the state cooperative purchasing program.

SECTION 3. That this Ordinance is deemed to be an emergency measure necessary for the financial needs of the City. Wherefore, upon adoption by Council, this ordinance shall be in effect immediately upon the signature of the Mayor.

modern office methods

DOCUMENT MANAGEMENT AGREEMENT

APPLICATION NO.	AGREEMENT N

4747 Lake Forest Drive • Cincinnati, OH 45242 • Phone: 513.791.0909 • Fax: 513.791.0985

The words **"Lessee," "you"** and **"your"** refer to **Customer**. The words **"Lessor," "we," "us"** and **"our"** refer to **Modern Office Methods, Inc.**

CUSTOMER INFORMATION

FULL LEGAL NAME			STREET ADDRESS	
City of Reynoldsburg Clerk of Courts			7232 E Main St	
CITY	STATE	ZIP	PHONE	FAX
Reynoldsburg	Oh	43068	614-322-6868	
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
CITY	STATE	ZIP	E-MAIL	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

EQUIPMENT WITH INDEPENDENT MINIMUMS

MAKE/MODEL/ACCESSORIES	SERIAL NO.	MONTHLY PAYMENT*	B&W IMPRESSIONS INCLUDED / MONTH	COLOR IMPRESSIONS INCLUDED / MONTH	B&W OVERAGES*	COLOR OVERAGES*	STARTING METER - B&W	STARTING MET - COLOR
Ricoh MP2555		130.20	2,000		.01269(fixed)			

OR

EQUIPMENT WITH CONSOLIDATED MINIMUMS

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER - B&W	STARTING METER - COLOR

Monthly Payment* $ _____ B&W Impressions Included / Month _____ B&W Overages billed at $ _____ per impressio

plus applicable taxes Color Impressions Included / Month _____ Color Overages billed at $ _____ per impressio

TERM AND PAYMENT INFORMATION

Term in 60 Months The payment ("Payment") period is monthly unless otherwise indicated. *If you are exempt from sales tax, attach your certificate.*

METER READINGS VERIFIED: B&W - QUARTERLY COLOR - QUARTERLY ☐ See attached Schedule A ☐ See attached Billing Schedule

_____ By initialing here, you agree that maintenance and supplies are not included in this Agreement and Paragraph 13 shall not apply to this Agreement.

END OF TERM OPTION

You will have the following option, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. Fair Market Value me the value of the Equipment in continued use. Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment.

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

LESSOR	SIGNATURE	TITLE	DATED
Modern Office Methods, Inc.			

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

	SIGNATURE	TITLE	DATED
CUSTOMER (as stated above)	X	Mayor	

HERE

FEDERAL TAX I.D. #	PRINT NAME
31-6400909	

TERMS AND CONDITIONS

1. **AGREEMENT:** You agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, w limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," whic included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment h ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the agreement between you and us regarding the Equipment and which supersedes all prior agreements, including any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid execution by us. If maintenance and supplies are not included, the first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month (the "Scheduled Due Date") u a different due date is mutually agreed to by us and you. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law. *(Continued on 2)*

Attachment: Clerk of Courts Copier Renewal Ricoh (Agreement for Clerk of Court Copiers)

2. **OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge equal to: a) the higher of 10% of the Payment which is late or $26.00, or b) if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. We may charge you a processing fee for administe property tax filings. You agree to pay us an origination fee of up to $125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your chec returned for insufficient funds, you will pay us a service charge of $30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreemen any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacem value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additic insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, do as provided in either (A) or (B) below: (A) We may secure property loss insurance on Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. In addition, you agree to pay our standard fees in connection with obtaining such insurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. (B) We charge you a monthly property damage surcharge of up to .0035 of Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liabilit injury caused by or in any way related to delivery, installation, possession, ownership, renting, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or terminatio this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. **ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** You shall not consolidate or merge with or any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such ass as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we h now and will not have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** This Agreement shall be binding on and inure to the benef the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement wit or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, termina existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present valu 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' f (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. WE SHALL NOT BE RESPONSIBLE TO PAY YOU CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the U If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. **INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer perio provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compi reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, a reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently app and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affili and agents.

8. **END OF TERM:** At the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the in term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-sale condition, full working order and complete repair. YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR OTHER FORM OF MEMORY. You cannot pay off this Agreement or return the Equipment prior to the end of the initial term without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination equal to 5% of the price of the Equipment.

9. **USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obt verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrori and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Departme State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shal the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such document electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agre execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as other expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may pro Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and ag at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cell provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all o modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. **WARRANTY DISCLAIMERS:** WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN T AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPL AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, D ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.** SO LONG AS YOU NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.

12. **LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the principal place of business of Lessor or, if assigned, its assignee. You consent to jurisdiction and venue of any state or fed court in the state of Lessor or, if assigned, its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WA ALL RIGHTS TO A TRIAL BY JURY**.

13. **MAINTENANCE AND SUPPLIES:** Unless indicated otherwise on page 1, you have elected to enter into a separate arrangement with Supplier for maintenance, inspection, adjustment, parts replacement, drums, cleaning mat required for proper operation and toner and developer ("Arrangement"). You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Arrangement. Supplier will be s responsible for performing all services and providing all supplies under the Arrangement. You agree not to hold Lessor (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under Arrangement. As a convenience to you, we will provide you with one invoice covering amounts owing under this Agreement and the Arrangement. If necessary, Supplier's obligations to you under the Arrangement may be assigned by You agree to pay a monthly supply freight fee to cover the costs of shipping supplies to you. Each month, you are entitled to produce the minimum number of impressions shown on page 1 for each applicable impression type. Regardles the number of impressions made, you will never pay less than the minimum Payment. All 11" x 17" impressions will count as two meter impressions per side. You agree to provide periodic meter readings on the Equipment. If you fa provide meter readings in a timely manner, we, at our discretion, may assess you a meter administration fee for each meter affected. You agree to pay the applicable overage charge for each metered impression that exceeds the applic minimum number of impressions. Impressions made on equipment marked as not financed under this Agreement will be included in determining your impression and overage charges. At the end of the first year of this Agreement, and each successive 12-month period thereafter, the maintenance and supplies portion of the Payment and the overage charges may be increased by a maximum of 15% of the existing payment or charge. In order to facilitate an orc transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.

Attachment: Clerk of Courts Copier Renewal Ricoh (Agreement for Clerk of Court Copiers)

AGREEMENT NO.

modern office methods

STATE AND LOCAL GOVERNMENT ADDENDUM

Addendum to Agreement # , dated , between **City of Reynoldsburg Clerk of Courts**, as Customer and **Modern Office Methods, Inc.**, as Lessor. The words **you** and **your** refer to **Customer**. The words **we**, **us** and **our** refer to **Lessor**.

The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (a) you have been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (b) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (c) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (d) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use and your need for the Equipment is not expected to diminish during the term of this Agreement; (e) you have funds available to pay contracted Payments until the end of your current appropriation period, and you intend to request funds to make contracted Payments in each appropriation period, from now until the end of the term of this Agreement; and (f) your exact legal name is as set forth on page one of this Agreement.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make contracted Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed, this Agreement shall terminate and you shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after your failure to appropriate funds sufficient for the payment of the contracted Payments or (to the extent required by applicable law) this Agreement is not renewed, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to you.

TITLE TO THE EQUIPMENT: If the selected purchase option for this Agreement is $1.00 or $101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by restating the following language:

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions of the Agreement and any supplement or schedule thereto and any related acceptance certificate constitutes the entire agreement regarding the financing or lease of the Equipment and supersedes any purchase order, invoice, request for proposal or other related document."

Any provision in the Agreement stating that the Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "This Agreement will renew for month-to-month terms unless you purchase or return the Equipment (according to the conditions herein) or send us written notice at least 30 days (before the end of any term) that you do not want it renewed."

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Attachment: Clerk of Courts Copier Renewal Ricoh (Agreement for Clerk of Court Copiers)

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement, and you authorize us to file a UCC-1 financing statement."

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from the Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of the Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under the Agreement when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement, (ii) you make or have made any false statement or misrepresentation to us, (iii) you dissolve, terminate your existence or file bankruptcy, or (iv) there has been a material adverse change in your financial, business or operating condition."

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

Modern Office Methods, Inc.	**City Of Reynoldsburg Clerk of Courts**
Lessor	Customer
	X
Signature	Signature
	Mayor
Title Date	Title Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Attachment: Clerk of Courts Copier Renewal Ricoh (Agreement for Clerk of Court Copiers)

modern office methods

AGREEMENT NO.

REQUEST FOR CERTIFICATE OF INSURANCE (EQUIPMENT)

THIS FORM IS PROVIDED FOR THE CUSTOMER TO APPROVE AND FORWARD TO ITS INSURERS.

*****PLEASE FILL IN YOUR INSURANCE INFORMATION*****

Insurable Value: 15,000

TO: Customer's Insurance Agent

Name of Agency: _____

Address: _____

_____

Phone: _____

Fax: _____

Description of Item(s) to be insured:

Canon DXC3730i

We have entered into an Agreement with Modern Office Methods, Inc. for item(s) described above. This is a "NET" Agreement and we are responsible for the insurance. The insurance policy must be for the full original cost and include a provision for the following requirements:

1. COMPREHENSIVE GENERAL PROPERTY DAMAGE COVERAGE:

2. **PLEASE SHOW AS LENDER'S LOSS PAYEE ON THE CERTIFICATE OF INSURANCE:**

Modern Office Methods, Inc. **AND/OR ITS ASSIGNS**
4747 Lake Forest Drive
Cincinnati, OH 45242

3. Email a copy of the revised Certificate of Insurance to **leasing@momnet.com**.

I authorize the above agent to immediately place the insurance coverage required for the described item(s). Please issue a binder of insurance to the above-named **Lender's Loss Payee** by return mail and replace it with the original insurance policy or endorsement within thirty (30) days. Please be sure that the Agreement number referenced above is included somewhere on the documentation package.

City of Reynoldsburg Clerk of Courts
Customer

X
Signature

Title Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

26417

Rev. 2/132020

Attachment: Clerk of Courts Copier Renewal Ricoh (Agreement for Clerk of Court Copiers)

OHIO FISCAL OFFICER CERTIFICATE

AGREEMENT

Re: Lease Agreement # , between City of Reynoldsburg Clerk of Courts, as Customer and Modern Office Methods, as Lessor.

The undersigned as Fiscal Officer of Customer hereby certifies as of the date stated below that the amount required to pay lease Payments and all other amounts required to be paid under the Agreement during the original term have been lawfully appropriated for such purpose and are in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

_____
Customer

_____
Signature

_____
Title Date

[This certificate must be signed by the fiscal officer of the Customer per ORS § 5705.41(D).]

Attachment: Clerk of Courts Copier Renewal Ricoh (Agreement for Clerk of Court Copiers)

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

A537 REV 12/16

For APO

modern office methods

DOCUMENT MANAGEMENT AGREEMENT

APPLICATION NO.	AGREEMENT N

4747 Lake Forest Drive • Cincinnati, OH 45242 • Phone: 513.791.0909 • Fax: 513.791.0985

The words "**Lessee**," "**you**" and "**your**" refer to **Customer**. The words "**Lessor**," "**we**," "**us**" and "**our**" refer to **Modern Office Methods, Inc.**

CUSTOMER INFORMATION

FULL LEGAL NAME			STREET ADDRESS	
City of Reynoldsburg Clerk of Courts			7232 E Main St	
CITY	STATE	ZIP	PHONE	FAX
Reynoldsburg	Oh	43068	614-322-6868	
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
CITY	STATE	ZIP	E-MAIL	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

EQUIPMENT WITH INDEPENDENT MINIMUMS

MAKE/MODEL/ACCESSORIES	SERIAL NO.	MONTHLY PAYMENT*	B&W IMPRESSIONS INCLUDED / MONTH	COLOR IMPRESSIONS INCLUDED / MONTH	B&W OVERAGES*	COLOR OVERAGES*	STARTING METER - B&W	STARTING MET - COLOR
Canon DXC3730i		335.35	5000	1050	.00952(fixed)	.07210(fixed)		

OR

EQUIPMENT WITH CONSOLIDATED MINIMUMS

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER - B&W	STARTING METER - COLOR

Monthly Payment* $ _____ B&W Impressions Included / Month _____ B&W Overages billed at $ _____ per impressio

plus applicable taxes Color Impressions Included / Month _____ Color Overages billed at $ _____ per impressio

TERM AND PAYMENT INFORMATION

Term in 60 Months The payment ("Payment") period is monthly unless otherwise indicated. *If you are exempt from sales tax, attach your certificate.*

METER READINGS VERIFIED: B&W - QUARTERLY COLOR - QUARTERLY ☐ See attached Schedule A ☐ See attached Billing Schedule

_____ **By initialing here, you agree that maintenance and supplies are not included in this Agreement and Paragraph 13 shall not apply to this Agreement.**

END OF TERM OPTION

You will have the following option, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. Fair Market Value me the value of the Equipment in continued use. Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment.

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

LESSOR	SIGNATURE	TITLE	DATED
Modern Office Methods, Inc.			

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

	SIGNATURE	TITLE	DATED
CUSTOMER (as stated above)	X	Mayor	

FEDERAL TAX I.D. #	PRINT NAME
31-6400909	

TERMS AND CONDITIONS

1. **AGREEMENT:** You agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, wi limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," whic included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment h ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the agreement between you and us regarding the Equipment and which supersedes all prior agreements, including any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid execution by us. If maintenance and supplies are not included, the first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month (the "Scheduled Due Date") u a different due date is mutually agreed to by us and you. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law. *(Continued on 2)*

Attachment: Clerk of Courts Copier Renewal Canon (Agreement for Clerk of Court Copiers)

2. **OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge equal to: a) the higher of 10% of the Payment which is late or $26.00, or b) if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. We may charge you a processing fee for administe property tax filings. You agree to pay us an origination fee of up to $125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your chec returned for insufficient funds, you will pay us a service charge of $30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreemen any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacem value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additio insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, do as provided in either (A) or (B) below: (A) We may secure property loss insurance on Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. In addition, you agree to pay our standard fees in connection with obtaining such insurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. (B) We charge you a monthly property damage surcharge of up to .0035 of Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liabilit injury caused by or in any way related to delivery, installation, possession, ownership, renting, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or terminatio this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. **ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** You shall not consolidate or merge with or any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such ass as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we h now and will not have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** This Agreement shall be binding on and inure to the benef the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement wit or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, termin existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present valu 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. WE SHALL NOT BE RESPONSIBLE TO PAY YOU CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the U If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. **INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer perio provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) comp reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently ap and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affili and agents.

8. **END OF TERM:** At the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the i term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-sale condition, full working order and complete repair. YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR OTHER FORM OF MEMORY. You cannot pay off this Agreement or return the Equipment prior to the end of the initial term without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination equal to 5% of the price of the Equipment.

9. **USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to ob verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terro and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Departme State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement sha the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel pape defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such document electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agr execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as other expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may pro Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and ag at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cel provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. **WARRANTY DISCLAIMERS:** WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPL AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, D ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.** SO LONG AS YOU NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.

12. **LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the principal place of business of Lessor or, if assigned, its assignee. You consent to jurisdiction and venue of any state or fe court in the state of Lessor or, if assigned, its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES W ALL RIGHTS TO A TRIAL BY JURY**.

13. **MAINTENANCE AND SUPPLIES:** Unless indicated otherwise on page 1, you have elected to enter into a separate arrangement with Supplier for maintenance, inspection, adjustment, parts replacement, drums, cleaning ma required for proper operation and toner and developer ("Arrangement"). You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Arrangement. Supplier will be s responsible for performing all services and providing all supplies under the Arrangement. You agree not to hold Lessor (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations unde Arrangement. As a convenience to you, we will provide you with one invoice covering amounts owing under this Agreement and the Arrangement. If necessary, Supplier's obligations to you under the Arrangement may be assigned b You agree to pay a monthly supply freight fee to cover the costs of shipping supplies to you. Each month, you are entitled to produce the minimum number of impressions shown on page 1 for each applicable impression type. Regardle the number of impressions made, you will never pay less than the minimum Payment. All 11" x 17" impressions will count as two meter impressions per side. You agree to provide periodic meter readings on the Equipment. If you f provide meter readings in a timely manner, we, at our discretion, may assess you a meter administration fee for each meter affected. You agree to pay the applicable overage charge for each metered impression that exceeds the applic minimum number of impressions. Impressions made on equipment marked as not financed under this Agreement will be included in determining your impression and overage charges. At the end of the first year of this Agreement, and each successive 12-month period thereafter, the maintenance and supplies portion of the Payment and the overage charges may be increased by a maximum of 15% of the existing payment or charge. In order to facilitate an or transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.

Attachment: Clerk of Courts Copier Renewal Canon (Agreement for Clerk of Court Copiers)

modern office methods

AGREEMENT NO.

STATE AND LOCAL GOVERNMENT ADDENDUM

Addendum to Agreement # , dated , between **City of Reynoldsburg Clerk of Courts**, as Customer and **Modern Office Methods, Inc.**, as Lessor. The words **you** and **your** refer to **Customer**. The words **we**, **us** and **our** refer to **Lessor**.

The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (a) you have been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (b) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (c) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (d) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use and your need for the Equipment is not expected to diminish during the term of this Agreement; (e) you have funds available to pay contracted Payments until the end of your current appropriation period, and you intend to request funds to make contracted Payments in each appropriation period, from now until the end of the term of this Agreement; and (f) your exact legal name is as set forth on page one of this Agreement.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make contracted Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed, this Agreement shall terminate and you shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after your failure to appropriate funds sufficient for the payment of the contracted Payments or (to the extent required by applicable law) this Agreement is not renewed, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to you.

TITLE TO THE EQUIPMENT: If the selected purchase option for this Agreement is $1.00 or $101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by restating the following language:

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions of the Agreement and any supplement or schedule thereto and any related acceptance certificate constitutes the entire agreement regarding the financing or lease of the Equipment and supersedes any purchase order, invoice, request for proposal or other related document."

Any provision in the Agreement stating that the Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "This Agreement will renew for month-to-month terms unless you purchase or return the Equipment (according to the conditions herein) or send us written notice at least 30 days (before the end of any term) that you do not want it renewed."

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Attachment: Clerk of Courts Copier Renewal Canon (Agreement for Clerk of Court Copiers)

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement, and you authorize us to file a UCC-1 financing statement."

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from the Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of the Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under the Agreement when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement, (ii) you make or have made any false statement or misrepresentation to us, (iii) you dissolve, terminate your existence or file bankruptcy, or (iv) there has been a material adverse change in your financial, business or operating condition."

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

Modern Office Methods, Inc.	**City Of Reynoldsburg Clerk of Courts**
Lessor	Customer
	X
Signature	Signature
	Mayor
Title Date	Title Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

AGREEMENT NO.

modern office methods

REQUEST FOR CERTIFICATE OF INSURANCE (EQUIPMENT)

THIS FORM IS PROVIDED FOR THE CUSTOMER TO APPROVE AND FORWARD TO ITS INSURERS.

*****PLEASE FILL IN YOUR INSURANCE INFORMATION*****

Insurable Value: 10,000

TO: Customer's Insurance Agent

Name of Agency: _____

Address: _____

_____

Phone: _____

Fax: _____

Description of Item(s) to be insured:

Ricoh IM2555

We have entered into an Agreement with Modern Office Methods, Inc. for item(s) described above. This is a "NET" Agreement and we are responsible for the insurance. The insurance policy must be for the full original cost and include a provision for the following requirements:

1. COMPREHENSIVE GENERAL PROPERTY DAMAGE COVERAGE:

2. **PLEASE SHOW AS LENDER'S LOSS PAYEE ON THE CERTIFICATE OF INSURANCE:**

Modern Office Methods, Inc. **AND/OR ITS ASSIGNS**
4747 Lake Forest Drive
Cincinnati, OH 45242

3. Email a copy of the revised Certificate of Insurance to **leasing@momnet.com**.

I authorize the above agent to immediately place the insurance coverage required for the described item(s). Please issue a binder of insurance to the above-named **Lender's Loss Payee** by return mail and replace it with the original insurance policy or endorsement within thirty (30) days. Please be sure that the Agreement number referenced above is included somewhere on the documentation package.

City of Reynoldsburg Clerk of Courts
Customer

Signature

Title Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

26417

Rev. 2/132020

Attachment: Clerk of Courts Copier Renewal Canon (Agreement for Clerk of Court Copiers)

OHIO FISCAL OFFICER CERTIFICATE

AGREEMENT

Re: Lease Agreement # , between City of Reynoldsburg Clerk of Courts, as Customer and Modern Office Methods, as Lessor.

The undersigned as Fiscal Officer of Customer hereby certifies as of the date stated below that the amount required to pay lease Payments and all other amounts required to be paid under the Agreement during the original term have been lawfully appropriated for such purpose and are in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

_____
Customer

_____
Signature

_____
Title Date

[This certificate must be signed by the fiscal officer of the Customer per ORS § 5705.41(D).]

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NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

A537 REV 12/16

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

ORDINANCE REQUEST

DATE:	**July 12, 2021**
TO:	**Development, Parks and Recreation Committee**
RE:	Zoning Code Amendment

Approval:

Completed Joe Begeny	Skipped Chris Shook	Stephen Cicak

Minor amendments to the Reynoldsburg Zoning Code. This include text changes and calibration to workflow items.

AN ORDINANCE TO AMEND CHAPTER ELEVEN - PLANNING AND ZONING CODE FOR THE CITY OF REYNOLDSBURG, OHIO

WHEREAS, the City of Reynoldsburg determined that the Zoning Code of the City should be revised to improve efficiency, address concerns of residents in the community, and maintain consistency with the Reynoldsburg Comprehensive Master Plan in 2018; and

WHEREAS, the modifications are to be made to the Code that went into effect on April 23, 2020.

WHEREAS, these amendments are to align, and re-calibrate the text to better conform to the usefulness of the code.

WHEREAS, the new Reynoldsburg code, should continually adopt and be revised to better suite new policies, and practices within the administration, and city planning.

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

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

SECTION 1. That Chapter 11-Planning and Zoning Code will be amended with this updated code -

See Exhibit "A" attached hereto and incorporated herein.

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

Reynoldsburg
OHIO · 1839

Zoning Code Update June 2021

I. Medical Marijuana
   i. Define separate from "pharmacy"
   ii. Conditional Use – Which Districts?
   iii. Business regulation ordinance – to be drafted by City Attorney Office
II. Credit for Green Space
III. Design Requirements in Residential Districts
   i. Minimum amount of quality
   ii. Exclusive to exterior material
IV. Commercial Signage
   i. Window Coverage
V. Roof-Mounted Solar Panels
   i. Eliminate Zoning permit
VI. Building Height Transition Requirements
   i. Currently applies only in the Insight Districts
   ii. Apply to all districts abutting single family residential.
VII. Overlay Districts – Huber or Brookside
   i. Architectural design review – Certificate of appropriateness
   ii. Height restrictions
VIII. Major Site Plan Applications
   i. Timelines
   ii. EMH&T Staff Report (Separate from Zoning)
IX. Small Format Grocery (Definition, Glossary)
X. Office Use in ORD-N
XI. Residential Driveway Width/Parking Setback
XII. Removal of Glass requirement in Insight

CITY OF REYNOLDSBURG
7232 East Main Street
Reynoldsburg, OH 43068
614-322-6800
www.ci.reynoldsburg.oh.us

i. A sign or sign face shall be considered abandoned when:

1. The sign or sign face remains after the discontinuance of a use. A use is considered to be discontinued if it is closed to the public for at least ninety (90) consecutive days.
2. The sign or sign face is not maintained in accordance with the provisions of this chapter and the owner of the sign has not complied with notices to maintain the reasonable and proper appearance and condition of the sign.

ii. Whenever the Planning and Zoning Administrator determines that a sign has been abandoned as defined in this chapter, the right to maintain and use such a sign shall terminate immediately. Physical removal of a sign may be accomplished pursuant to the nuisance abatement procedures and ordinances of the City.

iii. Whenever the Planning and Zoning Administrator determines that a sign face is abandoned as defined in this chapter but the existing sign conforms to the Zoning Code, he/she may issue a notice to the sign owner to remove the abandoned panel and replace it with a blank. This shall not apply to signs maintained on lots that do not have any existing structure.

iv. Whenever the Planning and Zoning Administrator determines that a sign face in a multi-tenant sign is abandoned but other panels on the sign are not abandoned, he or she may issue a notice to the sign owner to remove the abandoned panel and replace it with a blank.

H. Special Sign Regulations for Gasoline Stations. Gasoline stations present several unique challenges for signage purposes due to industry-wide advertisement of the price of fuels for sale. In order to address these unique challenges, ground signs on lots with gasoline stations shall be permitted to incorporate electronic signage. Exempted ground signs of this type shall be subject to the following special regulations:

i. The electronic signage shall take up no more than one-third (1/3) of the sign area permitted by this chapter.

ii. The electronic signage shall consist of a solid background with only one illuminated color per electronic panel.

iii. Such signs shall be subject to all other sign regulations of this chapter, and of the applicable zone or district.

SECTION 1105.05 ACCESSORY STRUCTURES

A. Generally Applicable Regulations for Accessory Uses and Accessory Structures. An accessory use or accessory structure shall be permitted in any district provided that:

i. It is incidental to and customarily found in connection with the main use or main building permitted in the district;

ii. It is subordinate to and serves the main use or building;

iii. It is subordinate to the main use or building in ground area, floor area, extent, and purpose;

iv. It is located on the same lot as the main building or main use which it serves; and

v. It contributes to the comfort, convenience, or necessity of occupants, business, or industry of the

main use or main building served.

vi. Except as otherwise provided by this Zoning Code, a use or structure which is interpreted by the Planning and Zoning Administrator or by the Board of Zoning and Building Appeals to be an accessory use or accessory structure may only be established or constructed on a lot having a legally existing main use or main building.

vii. Except as otherwise provided in this Zoning Code, an accessory structure:

1. Shall not be located closer to any public right-of-way than the main building and shall not be located in the required front yard;
2. Shall not be located closer than three feet (3FT) to any rear lot line and not closer than three feet (3FT) to any side lot line;
3. Shall not be located closer than ten feet (10FT) to a main building;
4. Shall not occupy more than twenty percent (20%) of the required rear yard;
5. In residential districts, the lot coverage of accessory structures shall not be more than fifty percent (50%) of the finished floor area of the main structure;
~~5.~~6. In commercial districts, open-sided accessory structures such as pergolas are permitted in the required front or side yard;
~~6.~~7. Except for accessory dwelling units, where permitted, shall not contain facilities for dwelling purposes; and
~~7.~~8. Shall not exceed fifteen feet (15FT) in height.

viii. For the purposes of this section, a storage building equal to or less than fifty square feet (50SF) in area, not permanently attached to the ground, is not considered a structure. Only one
(1) such storage building may be placed on a lot without a zoning certificate. Any additional buildings shall be considered accessory structures and subject to the provisions of this section. Storage buildings of this type shall be located behind the main structure and shall conform with the minimum lot line setbacks listed in this section.

B. Garage Standards

i. All garages in a residential district facing the street shall not be located more than eight (8) feet in front of the front façade of the structure.

ii. **In the Suburban Residential District Only.** No garage door or combination of garage doors facing the street shall occupy more than sixty percent (60%) of the width of the ground level façade.

SECTION 1105.07 LANDSCAPING AND BUFFERING

A. Purpose and Intent. These standards are intended to establish landscaping regulations that:

i. Improve the aesthetic appearance of setback areas, common open space areas, public rights-of- way and off-street vehicular parking areas;

ii. Encourage the preservation of existing trees and natural features;

iii. Promote compatibility among different land uses;

iv. Promote the use of generally accepted landscape design principles; and

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shall not be located closer than ten feet (10') to any lot line and shall not be closer to any frontage than a distance ten feet (10') greater than the setback required for a principal building.

3. The area of the swimming pool, exclusive of decks, walks, and other appurtenances, shall not exceed ten percent (10%) of the area of the lot.
4. No lights, diving board, or other equipment or accessory shall project more than ten feet (10') above the average finished grade of the pool site.
5. A swimming pool shall be installed or constructed subsequent to and in conformance with the regulations of the Building Code and a permit issued by the Building Inspector.
   The Building Inspector shall not issue any permit for a swimming pool until he has submitted the application for a swimming pool to the Zoning Officer who shall determine compliance with the Zoning Code and issue a zoning certificate.

ii. Community or Club Swimming Pool. A community or club swimming pool means any pool constructed by an association of property owners or by a private club for use and enjoyment by members of the association or club and their families. Community and club swimming pools are permitted in any district, but shall comply with the following conditions and requirements:

1. A community or club swimming pool shall be intended and used solely for the enjoyment of the members, their families and guests, and guests of the association or club under whose ownership or jurisdiction the pool is operated.
2. A community or club swimming pool and accessory structures thereto, including the areas used by the bathers, shall not be closer than one hundred feet (100') to any lot line.
3. A community or club swimming pool and all of the area used by the bathers, including all adjacent deck areas, shall be so walled or fenced as to prevent uncontrolled access by children.

iii. Fish Pond, Water Garden. A body of water designed and used as a fish pond or as a water garden shall conform with all yard and setback requirements for accessory structures in the district in which it is located, as well as the following requirements.

1. Water depth shall not exceed twenty-four inches (24") unless enclosed by a fence forty- eight inches (48") in height with a locking gate.
2. Water surface area shall not exceed one hundred (100) square feet.

D. Portable Temporary Storage Units. A zoning certificate shall be obtained from the Zoning Administrator prior to the placement of a portable temporary storage unit on a property only when the unit will be on the property for a period of more than seven days. No more than one unit is permitted on a property at any given time, the duration of which shall not exceed a period of fourteen days total. The unit must be placed on a hard surface (not grass), and must be on the property for which it is being used. The use of these units shall be limited to no more than twice in any twelve month period. Permission to exceed these limitations may be granted by the Board of Zoning and Building Appeals. A portable temporary storage unit is not permitted as a permanent accessory structure regardless of the proposed location of the unit on a parcel.

(1) Calamity exception. If the portable temporary storage unit is being used to store personal property as a result of a major calamity (e.g. fire, flood or other event where there is significant property damage), the Board of Zoning and Building Appeals or Zoning Administrator may extend these time periods.

(2) Approved construction project. If the portable temporary storage unit is being used to store materials as part of an approved construction project, the portable temporary storage unit may remain onsite as long as there is a valid open building permit obtained through the City of Reynoldsburg.

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~~D.~~E. **Outdoor Storage. The following regulations shall apply to the approval and operation of outdoor storage as an accessory use:**

i. Outdoor storage shall only be permitted in areas identified on the approved site plan. No such activity shall be located closer than fifty feet (50FT) to a residential zoning district boundary or road right-of-way abutting any residential zoning district or within ten feet (10FT) of any road right-of-way. Such activities shall not occupy any required parking area or driveway;

ii. Any outdoor storage area located closer than one hundred feet (100FT) to a residential district shall, if determined to be visible from such district, be screened by a landscape buffer strip or other means indicated on the approved site plan;

Flood, Regional. Large floods which have previously occurred or which may be expected to occur on a particular stream because of like physical characteristics. The regional flood generally has an average frequency of the 100-year recurrence interval flood.

Floodway. That portion of the flood plain, including the channel, which is reasonably required to convey the regional flood waters. Floods of less frequent recurrence are usually contained completely within the floodway.

Floodway Fringe. That portion of the flood plain, excluding the floodway, where development may be allowed under certain restrictions.

Floor. That part of a room or story which forms its lower, horizontal enclosing surface.

Floor area, gross. The total square feet of all main and accessory buildings which are enclosed, measured from the exterior building face or from the centerline of common walls separating building units.

Food Sales - Farm Market. Retail sales of agricultural products and items grown or produced in and around the City.

Food Sales - Large Format Grocery. A retail establishment which primarily sells food, but also may sell other convenience and household goods, and which occupies at least 25,000 square feet of gross floor area. At least 1,000 square feet of a large format grocery shall be devoted to the sale of fresh produce at all times.

Food Sales - Small Format Grocery. A retail establishment which primarily sells food, but also may sell other convenience and household goods, and which occupies at least 5,000 square feet but not more than 25,000 square feet of gross floor area. At least 10 percent~~500 square feet~~ of a small format grocery shall be devoted to the sale of fresh produce at all times.

Food Service - Commissary/Bakery. A facility that produces food and baked goods for distribution or sale to restaurants and retail bakeries.

Food Service – Deli. An establishment where food is sold for consumption off- premises and no counters or tables for on- premises consumption of food are provided, but excludes groceries and supermarkets.

DISTRICTS AND ZONES

TABLE 1103 A ALLOWED LAND USES AND PERMIT REQUIREMENTS		
Land Use Type	Permit Required by Zone	Specific Use Regulations
	ORD-C	
ANIMAL SERVICES		
Boarding/Kennel	C	
Grooming	P	
Veterinary	P	
COMMUNITY FACILITIES		
Community Facility - Activity Center	P	
Community Facility - Government Administration and Courts	P	
Community Facility - Outdoor Recreation	P	
Community Facility - Park	P	
Community Facility - Public Health Safety	P	
Community Facility - Trail	P	
CONGREGATION		
Event Center - Private Events and Conferences	P	
Event Center - Public Meetings and Conventions	P	
Mortuary	C	
Religious Assembly	P	
CULTURAL		
Library	P	
Live Theater	P	
Movie Theater	P	
Museum	P	
Visual Arts Center	P	

TABLE 1103 A ALLOWED LAND USES AND PERMIT REQUIREMENTS		
Land Use Type	Permit Required by Zone	Specific Use Regulations
	ORD-C	
DWELLING		
Dwelling - Assisted	P	
Dwelling - Attached Single-Family	P	
Dwelling - Group	P	
Dwelling - Multi-Unit Building	P	
Dwelling - Multi-Unit Building Complex	P	
Dwelling - Nursing	P	
Dwelling - Two-family	P	
Dwelling - Developmental Disability	P	
FOOD AND BEVERAGE		
Bakery - Retail	P	
Beverage - Brewing and Distilling	P	Produces less than 15,000 barrels.
Beverage Sales - Liquor and Beer Sit Down/Bar Establishment	P	
Beverage Sales and Retail	P	
Food Sales - Small Format Grocery	CP	5,000 to 25,000 sq. ft. of gross floor area with at least 500 sq. ft. 10 percent devoted to fresh produce
Food Sales-Farm	P	

per street.

K. Drive-Thru Service. The following regulations shall apply to the approval and operation of drive-thru establishments:

i. Loudspeakers shall be located and designed, with volume and hours of operation controlled, in a manner to minimize noise impacts on nearby residential uses.

ii. Lanes required for vehicle access to and waiting for use of a drive-thru facility shall be designed to have sufficient length to accommodate the peak number of vehicles projected to use the facility
at any one (1) time, to provide escape/abort lanes for vehicles desiring to leave the stacking lanes or to avoid disabled vehicles, and to minimize impacts on the use of other required parking or drives or on the use of abutting streets and hazards to pedestrians. The Planning and Zoning Administrator or Board of Zoning and Building Appeals, as applicable, may require a traffic study which documents the projected vehicular use of the proposed facilities and evidence of compliance with the provisions of this Zoning Code.

iii. The Planning and Zoning Administrator or Board of Zoning and Building Appeals, as applicable, may impose restrictions on the hours of operation in order to reduce inappropriate impacts on abutting uses and on street traffic and to ensure compatibility with normal vehicular activity in the district.

iv. The applicant shall so design the site plan or otherwise provide assurances as to reduce the impacts of lighting, litter, noise, and exhaust resulting from the facility, especially impacts on nearby residential uses.

L. Solar Panels and Solar Panel Arrays. The following regulations shall apply to the installation of solar panels and solar panel arrays:

i. Accessory Use. A solar panel or a solar panel array, in each case, whether freestanding or roof mounted, shall be classified as a permitted accessory use in all zoning districts in the city, subject to the regulations set forth herein. Any solar panel or solar panel array shall be installed in accordance with all applicable building and electrical codes. Except as otherwise, provided herein, solar panels and solar panel arrays shall be installed and located in accordance with the zoning regulations for the base zoning district in which such panels or arrays are to be installed. A zoning certificate is required for freestanding solar panels or solar panel arrays only.
~~Applications for solar panels or solar panel arrays shall be submitted to the Planning and Zoning Administrator on the forms provided from time to time.~~

ii. Roof mounted solar panels and solar panel arrays. Roof-mounted solar panels or solar arrays shall be located in accordance with the following regulations.

1. **Roof Line.** A roof-mounted solar panel or solar panel array shall not be located so that it extends beyond the roof line in any direction including above and beyond the roof peak.
2. **Roof Height Projection.** When located on a flat roof, solar panels or solar panel arrays shall not be project vertically more than ten feet from the surface of the flat roof. For purpose of this subsection, "flat roof" shall mean any roof that is less than seventeen (17) degrees or 2/12 pitch.
3. **Glare.** Roof mounted solar panels or solar panel arrays shall not be positioned so as to create glare on to adjacent roads, buildings, lots, or rights-of-way.

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Attachment: Solar Panels (Reynoldsburg Zoning Code Update 2021)

iii. **Freestanding solar panels and solar panel arrays.** Free-standing solar panels or solar arrays shall be located in accordance with the following regulations.

1. **Location.** Freestanding solar panels or solar panel arrays shall not be located in front of any principal building and shall not project past the width of the principal building.
2. **Height.** The maximum height for any freestanding solar panel or solar panel array shall be the maximum height of an accessory structure in the base zoning district in which the solar panel or solar panel array is located.
3. **Glare.** Freestanding solar panels or freestanding solar panel arrays shall be located so as not to create glare onto adjacent roads, buildings, lots, or rights-of-way.
4. **Lot Coverage.** The maximum lot coverage for any freestanding solar panel or freestanding solar panel array shall be ten percent (10%) of the total lot area with the lot coverage being determined based upon the area of the face of the solar panels.
5. **Screening.** All freestanding solar panels or freestanding solar panels with a ground storage battery shall secure such battery with a secure cover.
6. **Wind Resistance.** All freestanding solar panels and freestanding solar panel arrays shall be able to withstand velocities of no less than one -hundred and ten (110) miles per hour.

iv. **Site Plan.** Any application for a solar panel or solar panel array under this section shall be accompanied with a site plan depicting the following items:

1. The location of the panels or panel array;
2. The height of the panels or panel array;
3. For roof mounted panels and panel arrays, an overhead view of the roof identifying all vents, chimneys, or other appurtenances, including vertical objects (e.g. trees), that may affect the location of panels;
4. For freestanding panels and panel arrays, a calculation of the lot coverage of the panels or panel array;
5. An indication of whether any freestanding panel or panel array has a ground storage battery, and, if so, how such battery will be secured;
6. The manufacturer cut sheet for the model to be installed; and
7. Such other information as the Planning and Zoning Administrator may determined to be necessary to evaluate compliance with this section and with the Zoning Code.

v. **Decommissioning.** The Planning and Zoning Administrator shall be notified in writing by the owner of any previously permitted solar panel or solar panel array upon the permanent discontinuance of energy production, and panels and/or arrays shall be completely removed
within nine (9) months of discontinuance of use and the affected area shall be fully restored to its preconstruction condition or better within three (3) months of the date of such removal.

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Attachment: Solar Panels (Reynoldsburg Zoning Code Update 2021)

TABLE 1103B ALLOWED LAND USES AND PERMIT REQUIREMENTS		
Land Use Type	Permit Required by Zone	Specific Use Regulations
	ORD-N	
MANUFACTURING / PROCESS / INNOVATION		
Manufacturing - Artisan	P	
MEDICAL		
Medical - Clinic	C	
Medical - Office	C	
Office - Professional Services	C	
PERSONAL SERVICES		
Personal Care and Beauty Services	C	
RECREATION		
Studio - Art	P	
Studio - Gymnastics/ martial arts	P	
Child Day Care - Center	P	See 1105.13(G)
Child Day Care - In Home	P	See 1105.13(H
SALES AND EXHIBITION		
Antique Shop	C	80 percent of goods must be 30 years or older or have collectible value.
Gallery - Art	P	
Retail - Boutique	P	
Garden Center	C	
TOURISM / VISITING		
Overnight Lodging - Bed and Breakfast	P	
Overnight Lodging - Boutique Hotel	C	Fewer than 30 rooms

Allowable Use	P
Conditional Use	C

IX. Design Guidelines for Olde Reynoldsburg

A. Purpose

The purpose of this section is to:

(1) protect and enhance the Olde Reynoldsburg Commercial District's (ORD-C) unique aesthetic character;

(2) support high quality streets and public spaces;

(3) encourage architecture that blends harmoniously with the natural surroundings and neighboring development;

(4) safeguard property values and long-term economic assets; and

(5) carefully preserve the character the District's historic character while permitting appropriate growth.

(6)

B. Intent and Applicability

These design guidelines shall apply to non-residential development in the ORD-N and ORD-C and are not intended to stifle innovative design or creativity.
Instead, these design guidelines are intended to serve as the minimum standards applicable to non-residential development to ensure that new development and redevelopment satisfied the purposes of the Olde Reynoldsburg Districts as described herein. These design guidelines shall be
applied by the Planning Commission in conjunction with its review of applications for Certificates of Appropriateness as described under Chapter 1109.21 hereof.

C. General Standards

(1) **Size, Mass and Scale:** The scale of

Attachment: ORD-N (Reynoldsburg Zoning Code Update 2021)

SECTION 1103.19 RESIDENTIAL MEDIUM ZONE (RM)

I. Purpose and Intent

A. The purpose of the Residential Medium (RM) Zone is to complement single-family residential development through the introduction of a more diverse range of housing options, including two-family buildings, townhomes, row houses, and apartments. Future development in the RM Zones should be well integrated with surrounding uses while allowing for more compact development to accommodate growth.

II. Uses

A. The flowing uses are either permitted or conditional uses as indicated in the following chart:

	DISTRICT USES
PERMITTED USES:	• Community Facility - Activity Center • Community Facility - Outdoor Recreation • Community Facility - Park • Community Facility - Public Health Safety • Community Facility - Trail • Dwelling - Attached Single-Family • Dwelling - Detached Single-family • Dwelling - Multi-Unit Building • Dwelling - Multi-Unit Building Complex • Dwelling - Two-family • Library • Dwelling - Nursing • School - Primary • School - Secondary • Tiny House
CONDITIONAL USES:	• Child Day Care - In Home* • Dwelling - Assisted • Dwelling - Development Disability • Dwelling - Group • Overnight Lodging - Bed and Breakfast

Subject to Home Occupation Regulations (see 1103.13(H))

III. Development Standards

The Residential Medium Zone includes the traditional suburban single-family detached, attached, two-family, townhouse, and apartment building typologies with off-street parking in a garage, driveway, or parking space.

LOT DIMENSIONS	LOT SIZE (MIN. SQ. FT.)	NA
	LOT SIZE (MAX. SQ. FT.)	NA
	LOT WIDTH (MIN. FT.)	50
	LOT WIDTH (MAX. FT.)	NA
	LOT DEPTH (MIN. FT.)	100
	LOT FRONTAGE (MIN. FT.)	50
DENSITY (MULTI-UNIT RESIDENTIAL)	DENSITY (MIN. UNITS PER ACRE)	NA
	DENSITY (MAX. UNITS PER ACRE)	24
SETBACKS	FRONT YARD SETBACK (MIN. FT.)	20
	FRONT YARD SETBACK (MAX. FT.)	NA
	SIDE YARD SETBACK (MIN. FT.)	8
	SIDE YARD SETBACK (MAX. FT.)	NA
	SIDE YARD SETBACK (MIN. AGGREGATE. FT.)	20
	SIDE YARD SETBACK (MAX. AGGREGATE FT.)	NA
	REAR YARD SETBACK (MIN. FT.)	30
	REAR YARD SETBACK (MIN. FT.)	NA
HEIGHT	BUILDING HEIGHT (MIN. FT.)	NA
	BUILDING HEIGHT (MAX. FT.)	35 single-family, two-family, townhouse; 42 apartment building
LOT COVERAGE/ OPEN SPACE	LOT COVERAGE (MIN.)	NA
	LOT COVERAGE (MAX.) - INCLUDING IMPERVIOUS SFC	60%
	CREDIT FOR PERVIOUS OR OTHER COMMON GREEN SPACE UP TO 10% (MAX.)	10%
	LOT COVERAGE (MAX.) - NOT INCLUDING ALL IMPERVIOUS SURFACES	NA
	OPEN SPACE (MIN.)	NA
	OPEN SPACE (MAX.)	NA

DISTRICTS AND ZONES

ACCESSORY STRUCTURE DIMENSIONS	ACCESSORY BUILDING LOCATION	Same as primary
	ADU HEIGHT (MAX. FT.)	NA
	ACCESSORY BUILDING HEIGHT (MAX. FT.)	20
PARKING LOCATION	LOCATION	Driveway leading to private attached or detached garage; rear yard
SIGN REGULATIONS	PERMITTED SIGN TYPES	Temporary signs only; monument sign for each frontage
DESIGN	DESIGN STANDARDS	Single-unit attached and detached building types; For garage requirements, please see Section 1105.0
	SITE PLAN STANDARDS	See site plan review, Chapter 1109.19
LANDSCAPE REVIEW	LANDSCAPE AND NATURAL BUFFERS	NA

IV. Building Typologies

Buildings in the Residential Medium Zone (RM) shall be developed in accordance with the following typologies.

BUILDING TYPOLOGIES	RESIDENTIAL MEDIUM ZONE (RM)
DETACHED SINGLE-FAMILY BUILDING	X
ATTACHED SINGLE-FAMILY BUILDING	X
DUPLEX BUILDING	
MULTI-UNIT BUILDING	X
MULTI-UNIT COMPLEX BUILDING	
SMALL FLEX RETAIL BUILDING	
MEDIUM FLEX RETAIL BUILDING	
LARGE FLEX RETAIL BUILDING	
INSTITUTIONAL FLEX BUILDING	
BED AND BREAKFAST BUILDING	
SCHOOL AND INSTITUTIONAL BUILDING	X
COMMUNITY CENTER BUILDING	X
OFFICE BUILDING	
OFFICE-CORPORATE BUILDING	
RETAIL LARGE FORMAT BUILDING	
INDUSTRIAL BUILDING	
WAREHOUSE BUILDING	
PRIMARY SCHOOL BUILDING	
COMMUNITY ACTIVITY CENTER BUILDING	
EVENT CENTER BUILDING	

VIII. Building Height Transition

To provide for compatible scale and height relationships between new multi-story buildings and existing single-story dwellings, new buildings shall maintain a building height transition to adjacent single-story building(s), as follows:

A. This standard applies to new and vertically expanded buildings and structures (in any zone) within 40 feet (as measured horizontally) of an existing single-story building with a height of 20 feet or less; and

B. The building height transition standard is met where the new or vertically expanded building or structure meets the following criteria:

(1) The existing single-story dwelling is located within 40 feet of, and on the same side of the street as, the proposed structure.
(2) The height of the proposed structure is not more than 150 percent of the height of the subject single-story dwelling.
(3) Where the proposed structure is to be located between two existing single-story dwellings, the height of the proposed structure shall not exceed 150 percent of the average maximum height of both adjacent dwellings. For example, where the two adjacent dwellings have an average maximum height of 24 feet, the new or vertically expanded structure shall not exceed 28.8 feet in height.

C. Exception: The building height transition standard does not apply when the approval body finds that the subject single-story buildings located within 40 of the subject site are redevelopable. "Redevelopable," for the purposes of this section, means a lot either has an assessed market value that exceeds the assessed market value of all improvements on the lot, based on the most recent data from the [name] County Assessor's Office; or the front yard of the subject lot is large enough that it could be subdivided based on the minimum lot size standards of the applicable zone.

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DISTRICTS AND ZONES

III. Development Standards

The Community Commercial Zone includes small and medium flex buildings, retail/large format, retail large restaurant building typologies, and off street parking.

LOT DIMENSIONS	LOT SIZE (MIN. SQ. FT.)	NA
	LOT SIZE (MAX. SQ. FT.)	NA
	LOT WIDTH (MIN. FT.)	80~~NA~~
	LOT WIDTH (MAX. FT.)	NA~~80~~
	LOT DEPTH (MIN. FT.)	NA
	LOT FRONTAGE (MIN. FT.)	80
DENSITY (MULTI-UNIT RESIDENTIAL)	DENSITY (MIN. UNITS PER ACRE)	NA
	DENSITY (MAX. UNITS PER ACRE)	NA
SETBACKS	FRONT YARD SETBACK (MIN. FT.)	10
	FRONT YARD SETBACK (MAX. FT.)	NA
	SIDE YARD SETBACK (MIN. FT.) (EACH SIDE)	10
	SIDE YARD SETBACK (MAX. FT.)	NA
	SIDE YARD SETBACK (MIN. AGGREGATE. FT.)	20
	SIDE YARD SETBACK (MAX. AGGREGATE FT.)	NA
	REAR YARD SETBACK (MIN. FT.)	20
	REAR YARD SETBACK (MAX. FT.)	NA
HEIGHT	BUILDING HEIGHT (MIN. FT.)	NA
	BUILDING HEIGHT (MAX. FT.)	45
LOT COVERAGE/ OPEN SPACE	LOT COVERAGE (MIN.)	NA
	LOT COVERAGE (MAX.) - INCLUDING IMPERVIOUS SFC.	70%
	CREDIT FOR PERVIOUS OR OTHER COMMON GREEN SPACE UP TO 10% (MAX.)	10%
	LOT COVERAGE (MAX.) - NOT INCLUDING ALL IMPERVIOUS SURFACES	70%
	OPEN SPACE (MIN.)	NA
	OPEN SPACE (MAX.)	NA

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ACCESSORY STRUCTURE DIMENSIONS	ACCESSORY BUILDING LOCATION	NP
	ADU HEIGHT (MAX. FT.)	NP
	ACCESSORY BUILDING HEIGHT (MAX. FT.)	NP
PARKING LOCATION	LOCATION	Front, side, or rear yard well-screened
SIGN REGULATIONS	PERMITTED SIGN TYPES	Commercial uses only (see Section 1105.03) ~~Any two of the following: Hanging, Wall, Projecting Monument~~
DESIGN	DESIGN STANDARDS	Small to Medium Commercial Building Types; Natural Materials or Hardie Panel on front and side facades
	SITE PLAN STANDARDS	NA
LANDSCAPE REVIEW	LANDSCAPE AND NATURAL BUFFERS	NA

Attachment: CC (Reynoldsburg Zoning Code Update 2021)

DISTRICTS AND ZONES

IV. Development Typologies

Buildings in the Community Commercial Zone (CC) may be developed in accordance with the following typologies.

BUILDING TYPOLOGIES	COMMUNITY COMMERCIAL ZONE (CC)
DETACHED SINGLE-FAMILY BUILDING	~~X~~
ATTACHED SINGLE-FAMILY BUILDING	~~X~~
DUPLEX BUILDING	
MULTI-UNIT BUILDING	
MULTI-UNIT COMPLEX BUILDING	
SMALL FLEX RETAIL BUILDING	X
MEDIUM FLEX RETAIL BUILDING	X
LARGE FLEX RETAIL BUILDING	X
INSTITUTIONAL FLEX BUILDING	
BED AND BREAKFAST BUILDING	
SCHOOL AND INSTITUTIONAL BUILDING	
COMMUNITY CENTER BUILDING	
OFFICE BUILDING	X
OFFICE-CORPORATE BUILDING	X
RETAIL LARGE FORMAT BUILDING	X
INDUSTRIAL BUILDING	
WAREHOUSE BUILDING	
PRIMARY SCHOOL BUILDING	
COMMUNITY ACTIVITY CENTER BUILDING	
EVENT CENTER BUILDING	X

Attachment: CC (Reynoldsburg Zoning Code Update 2021)

not to exceed a 20 percent increase in allowable coverage.

(2) Lot coverage may increase by up to one-half a square foot for every one square foot of proposed parking area paving that uses a City-approved porous or permeable paving material (i.e., allowing stormwater infiltration).

(3) Lot coverage may increase by up to one- half a square foot for every one square foot of City-approved water quality treatment area (e.g., vegetative swale or bio-filtration) to be provided on the subject site.

(4) In approving increases in lot coverage under subsections i-iii of this section, the City may require additional landscape buffering or screening, above that which is required by other provisions of this code, and may impose reasonable conditions of approval to ensure the ongoing maintenance of parking areas and surface water management facilities.

(5) Notwithstanding the lot coverage increases authorized by this section, all other development standards of this chapter, and other applicable provisions of this Code, must be met.

~~VIII. Building Height Transition~~

~~To provide for compatible scale and height relationships between new multi-story buildings and existing single-story dwellings, new buildings shall maintain a building height transition to adjacent single-story building(s), as follows:~~

~~A. This standard applies to new and vertically expanded buildings and structures (in any zone) within 40 feet (as measured horizontally) of an existing single-story building with a height of 20 feet or less; and~~

~~B. The building height transition standard is met where the new or vertically expanded building or structure meets the following criteria:~~

~~(1) The existing single-story dwelling is located within 40 feet of, and on the same side of the street as, the proposed structure.~~

~~(2) The height of the proposed structure is not more than 120 percent of the height of the subject single-story dwelling.~~

~~(3) Where the proposed structure is to be located between two existing single-story dwellings, the height of the proposed structure shall not exceed 120 percent of the average maximum height of both adjacent dwellings. For example, where the two adjacent dwellings have an average maximum height of 24 feet, the new or vertically expanded structure shall not exceed 28.8 feet in height.~~

~~C. **Exception:** The building height transition standard does not apply when the approval body finds that the subject single-story buildings located within 40 of the subject site are redevelopable. "Redevelopable," for the purposes of this section, means a lot either has an assessed market value that exceeds the assessed market value of all improvements on the lot, based on the most recent data from the [name] County Assessor's Office; or the front yard of the subject lot is large enough that it could be subdivided based on the minimum lot size standards of the applicable zone.~~

Attachment: Insight (Reynoldsburg Zoning Code Update 2021)

application form and as many copies of the required materials as may be required by the Planning and Zoning Administrator or the Planning Commission. The Commission shall act upon the application for major site and design plan review based upon the adopted regulations, standards, and design guidelines of the City.

D. **Minor Site Plan and Design Review—Review and Approval or Denial.** Any applicant requesting minor site plan and design review shall submit to the Planning and Zoning Administrator an application form and as many copies of the required materials as the Planning and Zoning Administrator may require. Within thirty (30) days of filing a complete application, the Planning and Zoning Administrator shall act upon the application for minor site plan and design review based upon the applicable district regulations, and other applicable regulations, standards, and design guidelines of the City. If the Planning and Zoning Administrator determines that the proposed development complies with the applicable standards of the applicable districts, then, the Planning and Zoning Administrator shall issue a zoning certificate. If the Planning and Zoning Administrator determines that the proposed development does not comply with the applicable standards of the applicable district, then the Planning and Zoning Administrator shall deny the application and state the reasons for such denial in writing.

E. **Major Site Plan and Design Review.** Major site plan review shall be required for the following forms of development in any district:

i. Any development, which involves more than five thousand square feet (5,000SF) of structure or building;

ii. A development impacting or adjacent to an environmentally sensitive feature; or

iii. A development which in the professional opinion of the Planning and Zoning Administrator, warrants public review.

F. **Major Site Plan and Design Review—Application.** An application for major site plan and design review shall be submitted to the Planning and Zoning Administrator and shall include the following information:

i. All materials required for minor site plan and design review as set forth above;

ii. A basic utility plan;

iii. Where applicable an engineers staff report will be conducted by the City Engineer, where further recommendations could be made.

iv. Where required a plot-grade utility plan shall be submitted to the Director of Development for review and approval subsequent to and in conformance with an approved site plan

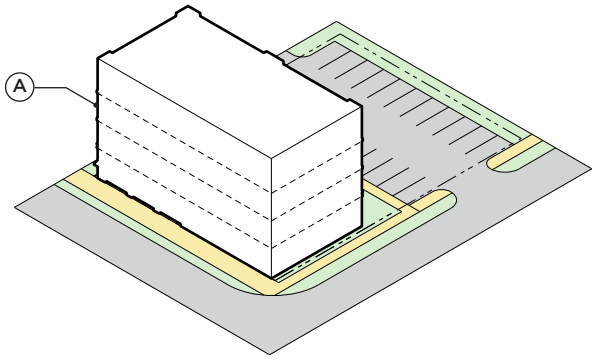
v. Such other information as the Planning and Zoning Administrator or Planning Commission may require so as to carry out the full intent of the Zoning Code. Any applicant requesting review of a major site and design plan shall submit to the Planning and Zoning Administrator an application form and as many copies of the required materials as may be required by the Planning and Zoning Administrator or the Planning Commission. The Commission shall act upon the application for major site and design plan review based upon the adopted regulations, standards, and design guidelines of the City.

G. **Site Plan and Design Review—Conditions.** In accordance with the site plan and design review procedures contained in this chapter, the Planning and Zoning Administrator or the Planning Commission, as applicable, may place such reasonable conditions on the approval of a site plan that may be required to address the standards for review set forth herein or are otherwise consistent with the

Attachment: Major Site Plan Update 2021 (Reynoldsburg Zoning Code Update 2021)

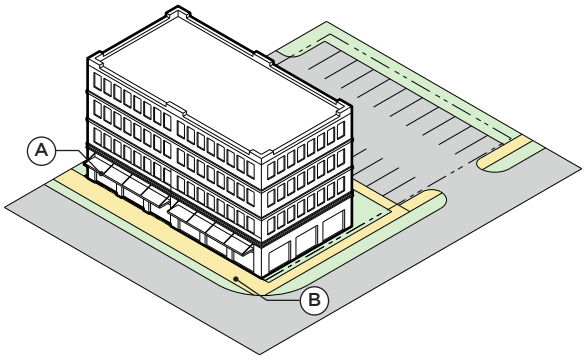
DISTRICTS AND ZONES

C. Height and Parking



HEIGHT (A)	BUILDING HEIGHT (MIN. FT.)	22
	BUILDING HEIGHT (MAX. FT.)	75; 40 townhouse; 60 apartment building
ACCESSORY STRUCTURE DIMENSIONS	ACCESSORY BUILDING LOCATION	NP
	ADU HEIGHT (MAX. FT.)	NP
	ACCESSORY BUILDING HEIGHT (MAX. FT.)	NP
PARKING LOCATION	LOCATION	Interior of the development or structured parking
SIGN REGULATIONS	PERMITTED SIGN TYPES	Commercial uses only - Any two of the following: Awning, Monument, Projecting, Wall
DESIGN	DESIGN STANDARDS	Facade of natural materials similar in design, materials and color to majority of buildings in development.
	SITE PLAN STANDARDS	See Chapter 1109.19 and Supplemental Regulations below.

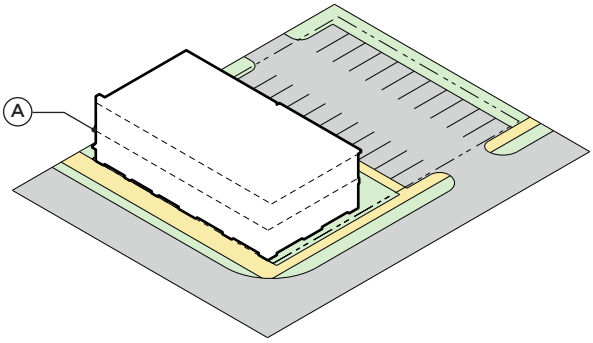
D. Frontage



ELEMENT	SHOPFRONT	A
	PATIO	B

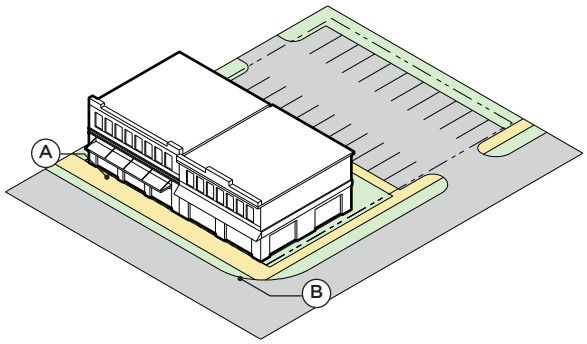
Attachment: Insight Glass Update 2021 (Reynoldsburg Zoning Code Update 2021)

C. Height and Parking



HEIGHT (A)	BUILDING HEIGHT (MIN. FT.)	22
	BUILDING HEIGHT (MAX. FT.)	60; 40 townhouse
ACCESSORY STRUCTURE DIMENSIONS	ACCESSORY BUILDING LOCATION	NP
	ADU HEIGHT (MAX. FT.)	NP
	ACCESSORY BUILDING HEIGHT (MAX. FT.)	NP
PARKING LOCATION	LOCATION	Rear or side yard, well-screened; private garages; structured parking
SIGN REGULATIONS	PERMITTED SIGN TYPES	Commercial uses only - Any two of the following: Awning, Monument, Projecting, Wall
DESIGN	DESIGN STANDARDS	Facade of natural materials similar in design, materials and color to majority of buildings in development.
	SITE PLAN STANDARDS	See Chapter 1109.19 and Supplemental Regulations below.

D. Frontage



ELEMENT	SHOPFRONT	A
	PATIO	B

Attachment: Insight Glass Update 2021 (Reynoldsburg Zoning Code Update 2021)

III. Development Standards

The Suburban Residential Zone includes the traditional suburban single-family detached and attached typologies with off-street parking in a garage, driveway, or parking space.

LOT DIMENSIONS	LOT SIZE (MIN. SQ. FT.)	NA
	LOT SIZE (MAX. SQ. FT.)	NA
	LOT WIDTH (MIN. FT.)	50
	LOT WIDTH (MAX. FT.)	NA
	LOT DEPTH (MIN. FT.)	100
	LOT FRONTAGE (MIN. FT.)	50
DENSITY (MULTI-UNIT RESIDENTIAL)	DENSITY (MIN. UNITS PER ACRE)	NA
	DENSITY (MAX. UNITS PER ACRE)	NA
SETBACKS	FRONT YARD SETBACK (MIN. FT.)	20
	FRONT YARD SETBACK (MAX. FT.)	NA
	SIDE YARD SETBACK (MIN. FT.)	8
	SIDE YARD SETBACK (MAX. FT.)	NA
	SIDE YARD SETBACK (MIN. AGGREGATE. FT.)	20
	SIDE YARD SETBACK (MAX. AGGREGATE FT.)	NA
	REAR YARD SETBACK (MIN. FT.)	30
	REAR YARD SETBACK (MIN. FT.)	NA
HEIGHT	BUILDING HEIGHT (MIN. FT.)	NA
	BUILDING HEIGHT (MAX. FT.)	35
LOT COVERAGE/ OPEN SPACE	LOT COVERAGE (MIN.)	NA
	LOT COVERAGE (MAX.) - INCLUDING IMPERVIOUS SFC	60%
	CREDIT FOR PERVIOUS OR OTHER COMMON GREEN SPACE UP TO 10% (MAX.) *Detention ponds are included if designed as an amenity and community feature. I.E. Fencing Landscaping, Natural Feel	10%
	LOT COVERAGE (MAX.) - NOT INCLUDING ALL IMPERVIOUS SURFACES	NA
	OPEN SPACE (MIN.)	NA
	OPEN SPACE (MAX.)	NA

Attachment: Green Space Update 2021 (Reynoldsburg Zoning Code Update 2021)

III. Development Standards

The Residential Medium Zone includes the traditional suburban single-family detached, attached, two-family, townhouse, and apartment building typologies with off-street parking in a garage, driveway, or parking space.

LOT DIMENSIONS	LOT SIZE (MIN. SQ. FT.)	NA
	LOT SIZE (MAX. SQ. FT.)	NA
	LOT WIDTH (MIN. FT.)	50
	LOT WIDTH (MAX. FT.)	NA
	LOT DEPTH (MIN. FT.)	100
	LOT FRONTAGE (MIN. FT.)	50
DENSITY (MULTI-UNIT RESIDENTIAL)	DENSITY (MIN. UNITS PER ACRE)	NA
	DENSITY (MAX. UNITS PER ACRE)	24
SETBACKS	FRONT YARD SETBACK (MIN. FT.)	20
	FRONT YARD SETBACK (MAX. FT.)	NA
	SIDE YARD SETBACK (MIN. FT.)	8
	SIDE YARD SETBACK (MAX. FT.)	NA
	SIDE YARD SETBACK (MIN. AGGREGATE. FT.)	20
	SIDE YARD SETBACK (MAX. AGGREGATE FT.)	NA
	REAR YARD SETBACK (MIN. FT.)	30
	REAR YARD SETBACK (MIN. FT.)	NA
HEIGHT	BUILDING HEIGHT (MIN. FT.)	NA
	BUILDING HEIGHT (MAX. FT.)	35 single-family, two-family, townhouse; 42 apartment building
LOT COVERAGE/ OPEN SPACE	LOT COVERAGE (MIN.)	NA
	LOT COVERAGE (MAX.) - INCLUDING IMPERVIOUS SFC	60%
	CREDIT FOR PERVIOUS OR OTHER COMMON GREEN SPACE UP TO 10% (MAX.) *Detention ponds are included if designed as an amenity and community feature. I.E. Fencing Landscaping, Natural Feel.	10%
	LOT COVERAGE (MAX.) - NOT INCLUDING ALL IMPERVIOUS SURFACES	NA
	OPEN SPACE (MIN.)	NA
	OPEN SPACE (MAX.)	NA

Attachment: Green Space Update 2021 (Reynoldsburg Zoning Code Update 2021)

DISTRICTS AND ZONES

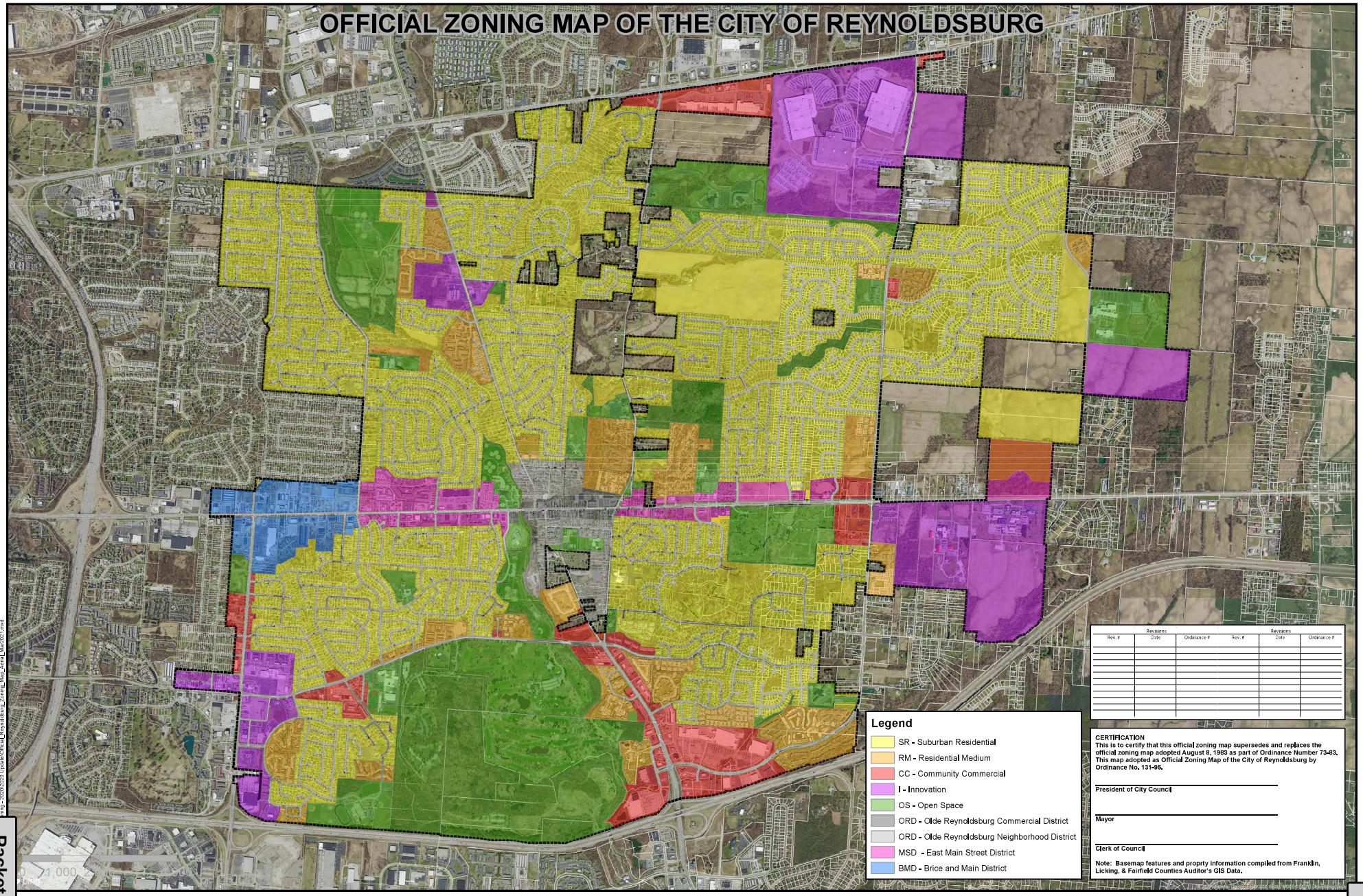
III. Development Standards

The Community Commercial Zone includes small and medium flex buildings, retail/large format, retail large restaurant building typologies, and off street parking.

LOT DIMENSIONS	LOT SIZE (MIN. SQ. FT.)	NA
	LOT SIZE (MAX. SQ. FT.)	NA
	LOT WIDTH (MIN. FT.)	NA
	LOT WIDTH (MAX. FT.)	80
	LOT DEPTH (MIN. FT.)	NA
	LOT FRONTAGE (MIN. FT.)	80
DENSITY (MULTI-UNIT RESIDENTIAL)	DENSITY (MIN. UNITS PER ACRE)	NA
	DENSITY (MAX. UNITS PER ACRE)	NA
SETBACKS	FRONT YARD SETBACK (MIN. FT.)	10
	FRONT YARD SETBACK (MAX. FT.)	NA
	SIDE YARD SETBACK (MIN. FT.) (EACH SIDE)	10
	SIDE YARD SETBACK (MAX. FT.)	NA
	SIDE YARD SETBACK (MIN. AGGREGATE. FT.)	20
	SIDE YARD SETBACK (MAX. AGGREGATE FT.)	NA
	REAR YARD SETBACK (MIN. FT.)	20
	REAR YARD SETBACK (MAX. FT.)	NA
HEIGHT	BUILDING HEIGHT (MIN. FT.)	NA
	BUILDING HEIGHT (MAX. FT.)	45
LOT COVERAGE/ OPEN SPACE	LOT COVERAGE (MIN.)	NA
	LOT COVERAGE (MAX.) - INCLUDING IMPERVIOUS SFC.	70%
	CREDIT FOR PERVIOUS OR OTHER COMMON GREEN SPACE UP TO 10% (MAX.) *Detention ponds are included if designed as an amenity and community feature. I.E. Fencing Landscaping, Natural Feel	10%
	LOT COVERAGE (MAX.) - NOT INCLUDING ALL IMPERVIOUS SURFACES	70%
	OPEN SPACE (MIN.)	NA
	OPEN SPACE (MAX.)	NA

Attachment: Green Space Update 2021 (Reynoldsburg Zoning Code Update 2021)

OFFICIAL ZONING MAP OF THE CITY OF REYNOLDSBURG



Revisions			Revisions		
Rev. #	Date	Ordinance #	Rev. #	Date	Ordinance #

CERTIFICATION

This is to certify that this official zoning map supersedes and replaces the official zoning map adopted August 8, 1983 as part of Ordinance Number 73-83. This map adopted as Official Zoning Map of the City of Reynoldsburg by Ordinance No. 131-95.

President of City Council

Mayor

Clerk of Council

Note: Basemap features and proprty information compiled from Franklin, Licking, & Fairfield Counties Auditor's GIS Data.

Attachment: Zoning Map_Update_June2021 (Reynoldsburg Zoning Code Update 2021)

1113.01 DEFINITIONS

Medical Marijuana Facility – Cultivation. Any entity that has been issued a certificate of operation by the Ohio Department of Commerce to grow, harvest, package, and transport medical marijuana as permitted under R.C. Chapter 3796.

Medical Marijuana Facility – Dispensary. Any entity licensed pursuant to R.C. §§ 3796.04 and 3796.10 and any rules promulgated thereunder to sell medical marijuana to qualifying patients and caregivers.

Medical Marijuana Facility – Processing. Any entity in the business of obtaining medical marijuana from one or more licensed cultivators, processing medical marijuana from one or more licensed cultivators, delivering and/or selling medical marijuana to one or more licensed retail dispensaries, and licensed under Ohio Revised Code Section 3796.19.

Retail — Pharmacy. A business substantially devoted only to the sale of pharmaceutical items, supplies, and equipment such as prescription drugs. This definition does not include any medical marijuana business licensed under Chapter 3796 of the Ohio Revised Code.

1105.13 SUPPLEMENTARY USE CONDITIONS.

(k) Licensed Medical Marijuana Cultivation, Processing, and Dispensaries

(1) The following regulations shall apply to conditional use permits for any medical marijuana facility:

(a) Any and all medical marijuana facilities in the City shall be licensed by the Department of Commerce and under Chapter 785 of the Codified Ordinances of the City of Reynoldsburg.

(b) No medical marijuana facility shall be located within five hundred (500) feet radius of another such medical marijuana facility measured from the centerline of the front door of the establishment.

(c) No medical marijuana facility shall be located within within a five hundred (500) feet radius of any public park, residential district, or school, as measured from the centerline of the front door of the establishment.

(d) The exterior of any medical marijuana facility shall be properly screened such that activities, with the exception of administrative tasks, occurring within or inside the facility cannot be observed from any public right of way.

(2) Any Medical Marijuana Cultivation or Processing Facility shall not be permitted with any other use located on the same parcel of land or located within the same building.

SECTION 1103.17
SUBURBAN RESIDENTIAL ZONE (SR)

I. Purpose and Intent

A. The Suburban Residential (SR) Zone is intended to regulate all land in the city platted for medium-scale suburban single-unit residential
development. The existing development pattern in the SR Zone is traditional single-family residential subdivisions with single-unit residential structures. The desired development pattern in the SR Zone is to accommodate multiple forms of single-family development, including attached single-family dwellings. New development in the SR Zone should also promote pedestrian connectivity and the retention of open space as an amenity. Where possible, new residential development should be connected to trail systems and within a half-mile walk from parks or significant open space.

II. Uses

A. The following uses are either permitted or conditional uses as indicated in the following chart:

DISTRICT USES	
PERMITTED USES:	• Community Facility - Park • Community Facility - Trail • Dwelling - Detached Single-family • Library • Residential Model Home • School - Primary • School - Secondary
CONDITIONAL USES:	• Child Day Care - Center (See 1105.13(G) • Child Day Care - In Home* • Community Facility - Activity Center • Community Facility - Outdoor Recreation • Community Facility - Public Health Safety • Dwelling - Assisted • Dwelling - Attached Single-Family • Dwelling - Developmental Disability • Dwelling - Group • Dwelling - Two Family • Golf Course • Private Club • Religious Assembly • Studio - Art • Studio - Gymnastics/martial arts • Visual Arts Center

**** Subject to Home Occupation Regulations (see 1103.13(H))***

III. Development Standards

The Suburban Residential Zone includes the traditional suburban single-family detached and attached typologies with off-street parking in a garage, driveway, or parking space.

LOT DIMENSIONS	LOT SIZE (MIN. SQ. FT.)	NA
	LOT SIZE (MAX. SQ. FT.)	NA
	LOT WIDTH (MIN. FT.)	50
	LOT WIDTH (MAX. FT.)	NA
	LOT DEPTH (MIN. FT.)	100
	LOT FRONTAGE (MIN. FT.)	50
DENSITY (MULTI-UNIT RESIDENTIAL)	DENSITY (MIN. UNITS PER ACRE)	NA
	DENSITY (MAX. UNITS PER ACRE)	NA
SETBACKS	FRONT YARD SETBACK (MIN. FT.)	20
	FRONT YARD SETBACK (MAX. FT.)	NA
	SIDE YARD SETBACK (MIN. FT.)	8
	SIDE YARD SETBACK (MAX. FT.)	NA
	SIDE YARD SETBACK (MIN. AGGREGATE. FT.)	20
	SIDE YARD SETBACK (MAX. AGGREGATE FT.)	NA
	REAR YARD SETBACK (MIN. FT.)	30
	REAR YARD SETBACK (MIN. FT.)	NA
HEIGHT	BUILDING HEIGHT (MIN. FT.)	NA
	BUILDING HEIGHT (MAX. FT.)	35
LOT COVERAGE/ OPEN SPACE	LOT COVERAGE (MIN.)	NA
	LOT COVERAGE (MAX.) - INCLUDING IMPERVIOUS SFC	60%
	CREDIT FOR PERVIOUS OR OTHER COMMON GREEN SPACE UP TO 10% (MAX.)	10%
	LOT COVERAGE (MAX.) - NOT INCLUDING ALL IMPERVIOUS SURFACES	NA
	OPEN SPACE (MIN.)	NA
	OPEN SPACE (MAX.)	NA

DISTRICTS AND ZONES

ACCESSORY STRUCTURE DIMENSIONS	ACCESSORY BUILDING LOCATION	Rear yard, 3 feet from all lot lines; 10 feet from the house
	ADU HEIGHT (MAX. FT.)	24; provided height of ADU does not exceed height of principal structure
	ACCESSORY BUILDING HEIGHT (MAX. FT.)	15
PARKING LOCATION	LOCATION	Driveway leading to private attached or detached garage; no front yard parking
SIGN REGULATIONS	PERMITTED SIGN TYPES	Temporary signs only
DESIGN	DESIGN STANDARDS	Single-family building types; For garage requirements, please see Section 1105.05.
	SITE PLAN STANDARDS	For subdivision requirements, see Chapter 1111

IV. Building Typologies

Buildings in the Suburban Residential Zone (SR) shall be developed in accordance with the following typologies.

BUILDING TYPOLOGIES	SUBURBAN RESIDENTIAL ZONE (SR)
DETACHED SINGLE-FAMILY BUILDING	X
ATTACHED SINGLE-FAMILY BUILDING	X
DUPLEX BUILDING	
MULTI-UNIT BUILDING	
MULTI-UNIT COMPLEX BUILDING	
SMALL FLEX RETAIL BUILDING	
MEDIUM FLEX RETAIL BUILDING	
LARGE FLEX RETAIL BUILDING	
BED AND BREAKFAST BUILDING	
SCHOOL AND INSTITUTIONAL BUILDING	
COMMUNITY CENTER BUILDING	
OFFICE BUILDING	
OFFICE-CORPORATE BUILDING	
RETAIL LARGE FORMAT BUILDING	
INDUSTRIAL BUILDING	
WAREHOUSE BUILDING	
PRIMARY SCHOOL BUILDING	
COMMUNITY ACTIVITY CENTER BUILDING	
EVENT CENTER BUILDING	

V. HUBER OVERLAY

A. Purpose and Intent

1. The purpose of the Huber Overlay District (HOD) is to protect and preserve the character of an historic residential district, but supplementing the regulations set forth in the Suburban Residential District (SR)
2. The location of the HOD shall be shown on the Zoning Map of the City of Reynoldsburg as an Overlay superimposed in specific areas over the existing SR District.
3. The requirements of this section must be met in addition to the established requirements and standards for the SR District over which the HOD is placed.
4. Any applicant for new construction, demolition, alteration, or addition to a building located in the Huber Overlay District must be the standards set forth in this Section.

B. Major Improvements or Additions to Existing Buildings

1. The guidelines and regulations of this Section shall only apply to the proposed addition or improvement to an existing building if the addition or improvement results in a square footage that is greater than twenty percent (20%) of the square footage of the existing structure or building.

2. No alteration or change shall be made to any property within the HOD unless the property owner obtains a Certificate of Appropriateness issued by the Planning Commission.

C. Minor building improvements may be administratively reviewed and approved by the Planning and Zoning Administrator for compliance with the guidelines. Any improvement which is not in compliance with the guidelines or is determined by the Planning and Zoning Administrator to be beyond the scope of minor building improvements will be forwarded to the Planning Commission for review.

1. Minor building improvements shall include the following:
   a. Fences, arbors, and pergolas
   b. Siding, roofing, and window replacement
   c. Façade alterations which are minor in scale
   d. Signage

2. Additional Exemptions.
   a. Any residential permits for rear decks, pools or accessory structures.
   b. Permits for interior alterations and repairs.
   c. Permits for construction of public utilities in the public right-of-way.

D. Height Restrictions

1. No new building, major addition or improvement, shall exceed twenty-four feet (24') in height or two stories above ground, whichever is less.
2. No new building, major addition or improvement, shall exceed more than one-hundred twenty percent (20%) of the height of any building located within forty (40) feet of the proposed new building, addition, or improvement.

E. Design Restrictions

1. Within the HOD, all new buildings, major additions or improvements, shall be consistent with single-family typologies.
2. The material and design shall be consistent with other residential buildings on the adjacent parcels.

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

ORDINANCE REQUEST

DATE:	**July 12, 2021**
TO:	**Development, Parks and Recreation Committee**
RE:	**Establish Chapter 785 Medical Marijuana Facilities**

Approval:

Completed Joe Begeny	Completed Chris Shook	Stephen Cicak

The purpose of this Ordinance is to require an application and licensure for any medical marijuana facility seeking to do business in the City of Reynoldsburg. The Ordinance is intended to promote healthy business growth and consistency with the requirements of Chapter 3796 of the Ohio Revised Code

Explanation of legislation and need: The City currently does not have any regulations for medical marijuana facilities in Reynoldsburg.

An Ordinance Establishing Chapter 785 Medical Marijuana Facilities of the Codified Ordinances for the City of Reynoldsburg

WHEREAS, the state of Ohio enacted Chapter 3769 of the Ohio Revised Code in 2016 to legalize and regulate the cultivation, processing, and distribution of marijuana for medical purposes; and

WHEREAS, the City of Reynoldsburg finds that medical marijuana facilities in Ohio are a "pervasively regulated business" in the state of Ohio; and

City Attorney's Office

Chris Shook
7232 E. Main Street
Reynoldsburg OHIO 43068
6143226869 Phone

WHEREAS, the City of Reynoldsburg desires to allow certain medical marijuana facilities to be located in selected commercial districts within the City; and

WHEREAS, the City believes the inclusion of such medical marijuana facilities should be licensed and monitored at the local level to ensure compliance with the laws of the state of Ohio and the City of Reynoldsburg.

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

SECTION 1. That Chapter 785 Medical Marijuana Facilities of the Codified Ordinances of the City of Reynoldsburg be established as follows:

See attached Exhibit A

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

CHAPTER 785
MEDICAL MARIJUANA FACILITIES

785.01 Definitions.
785.02 License required.
785.03 Application requirement.
785.04 License fees.
785.05 Application update requirement; license revocation.
785.06 Implied consent to search.

785.01 DEFINITIONS. As used in this chapter:

(a) "Medical marijuana cultivator" means an entity that has been issued a certificate of operation by the Ohio Department of Commerce to grow, harvest, package, and transport medical marijuana as permitted under R.C. Chapter 3796.

(b) "Medical marijuana dispensary" means an entity licensed pursuant to R.C. §§ 3796.04 and 3796.10 and any rules promulgated thereunder to sell medical marijuana to qualifying patients and caregivers.

(c) "Medical marijuana facility" means any business operation defined herein as a medical marijuana dispensary, medical marijuana cultivator, or medical marijuana processor.

(d) "Medical marijuana processor" means any entity in the business of obtaining medical marijuana from one or more licensed cultivators, processing medical marijuana from one or more licensed cultivators, delivering and/or selling medical marijuana to one or more licensed retail dispensaries, and licensed under Ohio Revised Code Section 3796.19.

785.02 LICENSE REQUIRED.

No person or other entity shall operate any medical marijuana facility in the City of Reynoldsburg, Ohio without first obtaining a license pursuant to this chapter from the City of Reynoldsburg Police Department

785.03 APPLICATION REQUIREMENT.

Any person or other entity licensed by the State of Ohio Department of Commerce to operate any medical marijuana facility within the City shall submit an application for a license from the City of Reynoldsburg Police Department, on a form and in such a manner as mandated by the City. In addition to any other information required by the Police Department, each applicant for a license shall provide to the Department copies of all documents required by and filed with the State of Ohio Department of Commerce. If additional documentation is required by the State of Ohio Department of Commerce following the issuance of a provisional license, then the additional documentation along with proof of permanent licensure status and all state licensing information, shall be provided by the applicant to the Department.

785.04 LICENSE FEES.

(a) Initial Fee. Any person or other entity applying for a license to operate a medical marijuana facility shall, before the issuance thereof, pay to the City of Reynoldsburg an application fee of five hundred dollars ($500.00). If the license issued by the State of Ohio Department of Commerce is issued after January 31 of any calendar year in which an applicant submits an application for a medical marijuana facilities license with the City of Reynoldsburg Police Department as required herein, such application fee shall be prorated, per diem, after such date. Any license issued hereunder by the Police Department shall be valid for the remainder of the calendar year in which it is issued.

(b) Renewal Fee. Should the licensed medical marijuana facility remain in operation and remain properly licensed by the State of Ohio Department of Commerce, the license issued hereunder by the City of Reynoldsburg Police Department shall automatically renew annually upon payment of a renewal fee of five hundred dollars ($500.00) payable on or before the 31st day of January of every successive calendar year in which the licensed medical marijuana facility remains in operation.

(c) Non-Renewal Penalty. At least thirty days prior to the renewal deadline of January 31st of each successive calendar year, the Police Department shall notify, by regular U.S. Mail, any person or entity operating a medical marijuana facility in the City pursuant to a license issued hereunder of the obligation to submit the required annual renewal fee as mandated hereunder. If the renewal fee is not received on or before the 31st of January of any successive year as required hereunder, an additional fee of five hundred dollars ($500.00) will be imposed upon the person or entity operating such medical marijuana facility. If the renewal fee remains unpaid after notice and after the 31st of March of any such year, an additional fee of five hundred dollars ($500.00) will be imposed upon the person or entity operating such medical marijuana facility for every thirty days thereafter and until such time as the renewal fee is paid in full.

785.05 APPLICATION UPDATE REQUIREMENT; LICENSE REVOCATION.

Any person or entity operating a licensed medical marijuana facility in the City pursuant to a license issued hereunder shall be subject to an ongoing and continuing obligation to provide updated and current application information to the Police Department, including but not limited to any additional documents required by and filed with the State of Ohio Department of Commerce. Any failure on the part of any person or entity operating a licensed medical marijuana facility in the City pursuant to a license issued hereunder to comply with all laws and regulations of the State of Ohio Department of Commerce, Ohio Department of Taxation, or other applicable State agency, or in full compliance with all other laws of the City of Reynoldsburg, Ohio could result in the revocation of the license previously issued hereunder at the discretion of the City.

785.06 IMPLIED CONSENT TO SEARCH.

Any person or other entity operating a medical marijuana facility pursuant to a license issued hereunder by the Police Department shall be deemed to have given consent to the random and unannounced search of the licensed premises by the City to ensure that such facility is in full

compliance with all licensing and operational requirements of the City of Reynoldsburg and/or the State of Ohio, Department of Commerce.

Police Department
Curtis Baker
7240 E. Main Street
Reynoldsburg OHIO 43068
614-322-6907 Phone

ORDINANCE REQUEST

DATE:	**July 12, 2021**
TO:	**Public Safety, Law and Courts Committee**
RE:	**Fixed Asset Removal PD**

Approval:

Completed Joe Begeny	Chris Shook	Completed Stephen Cicak

FA1733

1994 Ford Van/Wagon

1FBHE314ORHB84059

Reason for Removal: Vehicle is no longer funcational and will be auctioned on gov deals.

AN ORDINANCE AUTHORIZING THE CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST FOR THE POLICE DEPARTMENT

WHEREAS, the City of Reynoldsburg Police Department is requesting the removal of one (1) vehicle from the department's fixed asset; and

WHEREAS, this vehicle is no longer functional and will be auctioned with proceeds returning to the General Fund.

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 City Auditor be and is hereby authorized to remove the following item from the City's fixed asset list:

Tag #	Description of Item	
FA1733	1994 Ford Van/Wagon	VIN # 1FBHE314ORHB84059

SECTION 2. This Ordinance is hereby adopted by Council and shall be in 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: **July 12, 2021**

TO: **Public Service and Transportation Committee**

RE: **Amend Vacant Property Ordinance**

Approval:

Completed Joe Begeny	Completed Chris Shook	Stephen Cicak

This codified change would grant the Service Director the authority to exercise discretion on a request for an exemption from the vacant property registration ordinance where the property has no observable property maintenance violations and where circumstances warrant such exemption.

AN ORDINANCE TO AMEND SECTION 1399.05 EXEMPTIONS TO VACANT PROPERTY REGISTRATION OF THE CODIFIED ORDINANCES FOR THE CITY OF REYNOLDSBURG

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

SECTION 1. That Section 1399.05 Exemptions to Vacant Property Registration of the Codified Ordinances for the City of Reynoldsburg be amended as follows:

See attached Exhibit A

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

1399.05 EXEMPTIONS

1. A building under active construction/ renovation and having a valid building permit(s) at the time of the initial inspection shall be exempt from the registration until the expiration of the longest-running currently active building permit.

2. A building that has suffered fire damage or damage caused by extreme weather conditions shall be exempt from the registration requirement for a period of ninety (90) days if the owner submits a request for exemption in writing to the Designated City Official. The request shall include the names and addresses of the owner or owners, and a statement of intent to repair and reoccupy the building in an expedient manner, or the intent to demolish the building.

3. A building that is for sale shall be exempted for a period of twelve (12) months from the start of the vacancy, provided that the owner submits proof to the Designated City Official of such listing and for-sale status.

~~3.~~4. The Designated City Official shall have discretion to grant additional exemptions for any building and property for which there are no observable violations of the property maintenance code of the City and where circumstances justify such exemption.

5. ~~4.~~ Any owner of a vacant building may request an exemption from the provisions of this Chapter by filing a written application with the City who shall timely consider the same. In determining whether a request for exemption should be granted, the Designated City Official or designee shall consider the following:

   a. The applicant's prior record as it pertains to Property Maintenance Code Violations.

   b. The amount of vacant property the applicant currently has within the City of Reynoldsburg.

   c. The length of time that the building for which the exemption is sought has been vacant.

   d. The Designated City Official shall approve with conditions, or reject the completed application for exemption within thirty (30) days of receiving it.

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

ORDINANCE REQUEST

DATE: **July 12, 2021**

TO: **Public Service and Transportation Committee**

RE: **Design Services (EMH&T) Police West Parking Lot**

Approval:

Completed Joe Begeny	Skipped Chris Shook	Skipped Stephen Cicak

AN ORDINANCE AUTHORIZING EMH&T TO CONDUCT SURVEY, DESIGN, ENGINEERING, AND BIDDING SERVICES FOR THE POLICE DEPARTMENT WEST PARKING LOT AND APPROPRIATING FUNDS THEREFOR

Whereas, EMH&T will provide survey, engineering, design, and assistance with bidding services for the Police Department west parking lot; and

Whereas, the design will include the expansion of the existing parking lot to the north to accommodate current parking needs, repaving/restriping of the existing and future parking lot, construction of a carport area to provide cover for the Police Department fleet, including security lighting and the installation of a fence around the perimeter with security gate; and

Whereas, EMH&T will prepare a proposal for these services in the coming weeks, including an estimated construction cost estimate, which will be presented to City Council for review/approval; and

Whereas, the total cost for this project including design and construction is anticipated to be around $500,000.00 and funded through the America Recovery Act.

Service Department

Bill Dorman
7232 E. Main Street
Reynoldsburg OH 43068
Phone

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

Section 1. That the Mayor authorize EMH&T to conduct surveying, design, engineering, and bidding services for the police department west parking lot project.

Section 2. That an amount of $40,000.00 be approved and taken from the unappropriated Capital Improvement Fund (CIP) (410) and be appropriated to account 410.000.0185.5602 Police Parking Lot Project.

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

Example of gable carport

Example of Solar carport

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

ORDINANCE REQUEST

DATE:	**July 12, 2021**
TO:	**Public Service and Transportation Committee**
RE:	**EMH&T Design Service for Traffic Sync and Preemption System**

Approval:

Completed Joe Begeny	Completed Chris Shook	Skipped Stephen Cicak

AN ORDINANCE AUTHORIZING EMH&T TO CONDUCT SURVEY, DESIGN, ENGINEERING, AND BIDDING SERVICES FOR A TRAFFIC SIGNAL INTERCONNECT AND PREEMPTION SYSTEM ALONG THE MAIN STREET CORRIDOR (BRICE TO WAGGONER ROADS) AND APPROPRIATING FUNDS

Whereas, EMH&T will provide survey, engineering, design, and assistance with the bidding process for a traffic signal interconnect and preemption system along the Main Street corridor (Brice to Waggoner Roads); and

Whereas, the City's existing traffic control system will be evaluated for accuracy (timing of signals based on current average daily traffic (ADT) counts, functionality of all pedestrian push buttons and displays and controllers, etc.) and functionality (preemption system added to aid local fire runs, universal battery backup systems in place, etc.), and

Whereas, the estimated cost for the traffic signal interconnect and the preemption system is $662,000.00.

Service Department

Bill Dorman
7232 E. Main Street
Reynoldsburg OH 43068
Phone

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

Section 1. That the Mayor authorize EMH&T to conduct surveying, design, engineering, and bidding services for a traffic signal interconnect and preemption system along the Main Street corridor (Brice to Waggoner Roads).

Section 2. That an amount of $71,000 from the unappropriated Capital Improvement Fund (CIP) (410) be appropriated to account 410.000.0186.5659 Main Street Traffic Light Project.

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

EMH&T

Engineers, Surveyors, Planners, Scientists

MEMO

Date: March 12, 2021

To: Ryan Andrews

From: Jason Smallwood

Subject: Main Street Traffic Signal Coordination

Copies:

As requested please find outlined below a summary of anticipated cost for the development and implementation of traffic signal coordination on Main Street between Brice Road and Waggoner Road. The following intersections are assumed to be included in the study area:

1. Brice Road
2. New Kroger Drive
3. Rosehill Road
4. Briarcliff Road
5. Aida Dr.
6. Haft Dr.
7. Davidson Dr.
8. Lancaster Ave. (North)
9. Jackson St.
10. Waggoner Rd.

Estimated scope of work includes morning, mid-day and afternoon peak hour traffic counts at each intersection, development of Synchro traffic signal microsimulation models, coordinated timing plans and traffic signal improvement plans for bidding to a Contractor. Improvement plans will call for the implementation of the new timing plans, a master controller, Opticom emergency vehicle preemption and wireless Ethernet communication radios. We have also separately furnished anticipated cost to convert the above ten signalized intersection to radar detection.

Anticipated Design Fees	
Traffic Signal Coordination Study and Improvement Plan Development:	$58,000
Design Opticom Upgrades	$ 3,500
Design Radar Detection Upgrades	$ 9,500
Total	$71,000

Anticipated Construct Costs	
Traffic Signal Coordination, Wireless Radios, Master Controller	$192,000
Opticom (Emergency Vehicle Preemption)	$150,000
Convert to Radar Detection	$320,000
Total	$662,000

Attachment: Main Street - Traffic Signal Coordination Project Design Proposal (3.12.21) EMH&T (EMH&T Design Services for Traffic Sync &

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

ORDINANCE REQUEST

DATE:	**July 12, 2021**
TO:	**Public Service and Transportation Committee**
RE:	**Design Services (EMH&T) Graham Road Multi-use Trail/Sidewalk Extension (Palmer Road to Livingston Avenue) Project**

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak

AN ORDINANCE AUTHORIZING EMH&T TO CONDUCT SURVEY, DESIGN, ENGINEERING, AND BIDDING SERVICES FOR THE GRAHAM ROAD SIDEWALK EXTENSION (PALMER ROAD TO LIVINGSTON AVENUE) PROJECT AND APPROPRIATING FUNDS THEREFOR

Whereas, EMH&T will provide survey, engineering, design, and assistance with bidding services for the Graham Road Multi-use Trail/Sidewalk Extension (Palmer Road to Livingston Avenue) Project; and

Whereas, the design will include the extension of a multi-use trail/sidewalk from the southeast corner of Graham and Palmer Roads south to Livingston Avenue, including a stream crossing over an unnamed tributary to the Blacklick Creek, and minor landscape enhancements; and

Whereas, the project will be a collaboration between the City of Reynoldsburg and the Franklin County Engineer; and

Service Department

Bill Dorman
7232 E. Main Street
Reynoldsburg OH 43068
Phone

Whereas the Franklin County Engineer will provide in kind services as its relates to the design and construction of the stream crossing in that this bridge is a County bridge (operated and maintained by the Franklin County Engineers Office).

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

Section 1. That the Mayor authorize EMH&T to conduct survey, design, engineering, and bidding services for the Graham Road Multi-use Trail/Sidewalk Extension (Palmer Road to Livingston Avenue) Project.

Section 2. That an amount of $37,060.00 be approved and taken from the unappropriated Capital Improvement Fund (CIP) account number 410.000.0188.5659 Miscellaneous Infrastructure.

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

Engineers, Surveyors, Planners, Scientists

April 15, 2021

Mr. William Dorman
Director of Public Service
City of Reynoldsburg
7232 East Main Street
Reynoldsburg, OH 43068

Subject: Graham Road Multi-Use Trail
Proposal for Survey, Design, and Bidding Services

Dear Mr. Dorman,

EMH&T is pleased to present a proposal for survey, detailed engineering, and bidding services for the Graham Road Multi-Use Trail, which is planned to extend from the Palmer Road intersection to the 5-way intersection. Our scope of services is based on the following:

PROJECT UNDERSTANDING

1. This project will be designed in coordination with the Franklin County Engineer's Office. Based on our recent meeting with FCEO, we understand that they have volunteered to design a pedestrian bridge at the creek crossing. Their proposed pedestrian bridge will be a slab design, which is anchored to and supported by the existing wingwalls on the bridge. EMH&T will provide survey data to FCEO for this effort and will leave a gap in the trail improvement project for the construction of the pedestrian bridge.
    a. Additionally, FCEO stated that they would evaluate whether or not their in-house crews could construct the bridge improvement. This decision will be based on the availability of their bridge maintenance crews at the intended time of construction. If they cannot construct it in-house, EMH&T will include FCEO's construction drawings and specifications with the bid for the City's companion trail project.

2. It is our understanding that FCEO's work will not require equipment to be placed in the stream. Therefore, it is assumed that 401/404 permitting from the EPA or USACE will not be necessary and these services are not included in EMH&T's scope.

3. Based on previous meetings, we understand that it is the intent of the City for the Trail to be extended along the east side of Graham Road, fronting the Livingston House parcel. As such, EMH&T's survey work will only be performed along the eastern edge of Graham Road.

4. With respect to the grade drop-off in front of the Livingston House, EMH&T is assuming that a retaining wall will be necessary to accommodate the grade change between the Livingston House front yard and the roadside trail. The scope of services included in this proposal assumes that a modular, pre-engineered retaining wall will be used (Unilock, Redi-Rock, or Similar). If the City prefers a masonry wall with a stone or brick veneer, this can be added to the design at an additional cost.

5. It is anticipated that the multi-use trail improvements will require an easement from the Slate Ridge Business Park because the right-of-way is only approximately 9.5-ft behind the back of curb. This existing corridor is not wide enough to support an 8-ft wide trail per the City's Standard and allow for a minimum 3-ft tree lawn between the curb and trail.

5500 New Albany Road, Columbus, OH 43054 • Phone 614.775.4500 • Fax 614.775.4800
Columbus • Charlotte • Indianapolis
emht.com

6. In 2016, EMH&T obtained survey along Graham Road for a storm sewer project, which overlaps a portion of the Graham Road Multi-Use Trail project corridor. To our knowledge, no other improvements that would have changed surface features or grades have occurred in this area since the time of that prior survey work. Therefore, the City of Reynoldsburg and EMH&T agree that this data will be repurposed for this project, thereby reducing the amount of fieldwork needed for the Graham Road Multi-Use Trail project by approximately 60%.

SCOPE OF SERVICES

EMH&T will provide surveying, engineering, bidding services necessary to prepare construction plans and specifications for these improvements. The scope of services will include:

1. Survey
   a. Horizontal and vertical control will be established for a basis of design and construction. Topography necessary for the design will be acquired within or directly adjacent to the established right-of-way. Survey will be obtained on the State Plane Coordinate System and NAVD 88 vertical datum. It is anticipated that full survey of the right-of-way corridor will be necessary to fully characterize all of the underground utilities and surface features in the corridor.
   b. Boundary Work – We will conduct fieldwork and courthouse research necessary to determine the right-of-way limits along the east side of Graham Road along the Slate Ridge Office Park parcel.
   c. EMH&T will prepare a legal description for one trail easement that is anticipated from the office park. If additional survey documentation becomes necessary through the course of design, additional fees may be requested. EMH&T will provide the legal description to the City for coordination with the property owner.
2. Trail Design
   a. Develop base map using topographic survey, record plan and GIS information to serve as the backbone for detailed design efforts.
   b. EMH&T will prepare a horizontal alignment exhibit for the proposed trail improvements for coordination with the City and FCEO. Any comments received will be incorporated into the detailed construction drawings.
   c. We will prepare a site and grading plan for the proposed trail improvements to define the horizontal and vertical alignment of the trail. Proposed grading limits for the yard and roadside ditch area adjacent to the trail will be shown with spot elevations.
   d. EMH&T will prepare an intersection detail at the intersection with Palmer Raod and driveway replacement details along the trail alignment. It is anticipated that the trail will connect to the existing sidewalk at the 5-way intersection and that curb ramp and crosswalk modifications will not be necessary in that area.
   e. It is anticipated that some minor storm sewer improvements may be necessary to adjust the current drainage pattern to accommodate the trail improvements. EMH&T will prepare storm sewer plans and details where structure adjustments or piping of existing ditches becomes necessary.
   f. We will provide options to the City for the pre-engineered retaining wall system that will be needed adjacent to the Livingston House property and include these details and specifications in the plan set.
   g. The 75% design plans and opinion of probable cost will be provided to the City and FCEO for review and comment and a web-meeting will be scheduled to discuss the plans. The intent of this coordination effort with FCEO will be to ensure that the City's trail project is graded appropriately to match the alignment and grade of the proposed pedestrian bridge improvement that is being designed by FCEO. Please note that the trail design will

Attachment: Graham Road Trail Proposal (EMH&T) 4.15.21 (EMH&T Design Services Graham Road Trail/Sidewalk Extension)

be performed to City standards. In the event FCEO requests that Federal standards be used, these requests will be considered but may not be implemented.

h. EMH&T will make one submittal of plans to private utility companies. The plans will be designed to minimize or eliminate interference with overhead utility poles. Additionally, the depth of excavation should not be deep enough to affect buried utilities. Therefore, minimal utility coordination is anticipated.

i. EMH&T will prepare a sedimentation and erosion control plan for this project. No Ohio EPA Notice of Intent is anticipated since the earth disturbed area will most likely be under one acre.

j. Maintenance of traffic plans will be prepared showing temporary lane closures with flagger control as needed to allow construction to occur adjacent to the eastern roadway berm.

k. Typical trail section(s), plan details, supplemental project notes and specifications will be prepared.

l. A final plan set consisting of the following will be provided to the City for final review and approval.

   i. Title sheet, general notes, estimate of quantities
   ii. Typical section and project details
   iii. Proposed trail plan and grading details
   iv. Intersection and driveway details
   v. Storm sewer modification details
   vi. Sedimentation and erosion control plan
   vii. Maintenance of traffic details

3. Bidding Services

   a. We will prepare the bidding documents and plan sets necessary to conduct public bidding for the construction of the improvement. It is assumed that we will provide 15 copies of the bid documents to the City. Tasks to be completed in conjunction with the bidding phase will include:

      i. Bid document preparation
      ii. Advertisement preparation
      iii. Issuance of addenda, if necessary
      iv. Bid tabulation
      v. Review of bids and formal recommendation of award

The Scope of Services does not include inspection services during the construction phase or any efforts subsequent to the awarding of the Construction Contract. Items specifically not included within the scope of this proposal include: construction inspection, construction administration, land appraisal, private utility relocation design, subsurface investigations, geotechnical reports, structural retaining wall design, or environmental permitting. A proposal for construction administration and inspection services will be provided to the City when plans are completed and the project is ready for bidding.

SCHEDULE

We are prepared to begin work identified in this proposal immediately upon receipt of Notice to Proceed. Upon receiving authorization, we will develop a detailed project schedule and conduct a kick-off meeting with the City.

FEE

These services will be provided as per the conditions of our Professional Services Agreement and the associated Time Rates for the City. Fees for the work described within the Scope of Services shall not exceed

Attachment: Graham Road Trail Proposal (EMH&T) 4.15.21 (EMH&T Design Services Graham Road Trail/Sidewalk Extension)

the amount shown in the table, below, without prior authorization from the City. Invoices will be submitted monthly and based on the progress of the work and are payable upon receipt.

EMH&T SERVICES FEE SUMMARY

Description	Fee
Task 1: Survey	$5,790
Task 2: Trail Design	$26,990
Task 3: Bidding Services	$4,280
TOTAL FEE	**$37,060**

These fees will not be exceeded without prior authorization from the City of Reynoldsburg. Should this scope increase to incorporate additional improvements, additional fees may be necessary to cover the cost of professional services.

If this description and estimated fee meet your approval, please authorize with your signature below. Please contact me at (614) 775-4555 if you have any questions.

Respectfully submitted,

EVANS, MECHWART, HAMBLETON, & TILTON, INC.

Ryan M. Andrews, PE

Acceptance and Authorization to Proceed:

APPROVED – CITY OF REYNOLDSBURG, OHIO

_____
Authorized Signature

_____
Print Name/Date

Copy: Joseph Begeny, Mayor
Andrew Bowsher, Director of Development
Keith Kundtz, Street Superintendent

Attachment: Graham Road Trail Proposal (EMH&T) 4.15.21 (EMH&T Design Services Graham Road Trail/Sidewalk Extension)

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

ORDINANCE REQUEST

DATE: **July 12, 2021**

TO: **Shanette Strickland, CouncilwomanPublic Service and Transportation Committee**

RE: **Design Services (EMH&T) Hill Road Methodist Cemetery Improvements**

Approval:

Completed Joe Begeny	Skipped Chris Shook	Completed Stephen Cicak

AN ORDINANCE AUTHORIZING EMH&T TO CONDUCT SURVEY, DESIGN, ENGINEERING, AND BIDDING SERVICES FOR THE HILL ROAD METHODIST CEMETERY IMPROVEMENTS AND APPROPRIATING FUNDS THEREFOR

Whereas, EMH&T will provide survey, engineering, design, and assistance with bidding services for the Hill Road Methodist Cemetery Improvements; and

Whereas, the design will include the addition of a decorative fence, columns and gate to be consistent with the period and daily operations (mowing, security, etc.) of the cemetery and the surrounding area; and

Whereas, EMH&T will prepare a proposal for these services in the coming weeks, including an estimated construction cost estimate, which will be presented to City Council for review/approval; and

Service Department

Bill Dorman
7232 E. Main Street
Reynoldsburg OH 43068
Phone

Whereas, the total cost for this project including design and construction is anticipated to be around $75,000.00 and funded through the America Recovery Act.

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

Section 1. That the Mayor authorize EMH&T to conduct surveying, design, engineering, and bidding services for the Hill Road Methodist Cemetery Improvements.

Section 2. That an amount of $12,000.00 be approved for EMH&T services to be taken from the unappropriated Capital Improvement Fund (CIP) (410) and be appropriated to account 410.000.0187.5602 Land Improvements.

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

Example of wooden picket fence and gate/entryway

Example of aluminum fence and brick column

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

ORDINANCE REQUEST

DATE:	**July 12, 2021**
TO:	**Public Safety, Law and Courts Committee**
RE:	**Amend Chapter 373 Bicycles & Motorcycles**

Approval:

Completed Joe Begeny	Completed Chris Shook	Stephen Cicak

This item is for a work session only.

An Ordinance to Amend Chapter 373 Bicycles and Motorcyles of the Codified Ordinances of the City of Reynoldsburg to Remove Bicycle Licensing Requirements

WHEREAS, the City of Reynoldsburg currently requires licensing for all bicycles operated or used on the street of the City; and

WHEREAS, the City of Reynoldsburg does not currently have a process by which bicycle owners are able to obtain a license with the City and such requirement has not been enforced in the City for several years; and

WHEREAS, this Council has determined that it is in the bests interests of the City to remove such licensing requirements.

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

City Attorney's Office

Chris Shook
7232 E. Main Street
Reynoldsburg OHIO 43068
6143226869 Phone

SECTION 1. That Chapter 373 Bicycles and Motorcycles of the Codified Ordinances of the City of Reynoldsburg shall be amended as set forth in the attached Exhibit A.

SECTION 3. Upon adoption by Council, this Ordinance shall be in effect thirty days following the signature by the Mayor.

CHAPTER 373
Bicycles and Motorcycles

373.11 MINIMUM AGE FOR OPERATION ON STREETS.

No person under the age of eight years shall operate or use a bicycle on any of the streets of the City.

373.12 PARENTAL RESPONSIBILITY.

~~(a) No parent, guardian or person having the care and control of a minor child shall knowingly permit the minor child to ride a bicycle upon the streets of the City without having first complied with the licensing provisions of this chapter.~~

~~(b)~~ No parent, guardian or person having the care and control of a minor child under the age of eight years shall knowingly permit the minor child to ride a bicycle upon the streets of the City.

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373.13 IMPOUNDING.

(a) Whenever any bicycle is operated by any person, including a minor under the age of twenty-one years, in violation of any of the provisions of this chapter, the bicycle may be seized by any member of the Police Department and impounded for a period of time not to exceed thirty days and shall be released upon order of the Chief of Police.

(b) A bicycle so impounded shall be surrendered to the parent or guardian after a full explanation as to the reasons for impounding the bicycle and after such reasons have been corrected by the parent or guardian. A complete record of all impoundings of such equipment shall be kept in the Police Department.

~~**373.14 BICYCLE LICENSE REQUIRED.**~~

~~No person shall operate or use a bicycle on any of the streets of the City without first obtaining from the Director of Public Safety a license for it as provided in this chapter.~~

~~373.15 ISSUANCE OF LICENSE: FEE: DECAL OR PLATE.~~

~~(a) The Director of Public Safety at the time of issuing a bicycle license or a motorized bicycle license shall complete a registration card showing the name, age and address of the applicant, the name and address of the applicant's parents, guardian or custodian, if the applicant is a minor, and the make, manufacturer, number, color and description of the bicycle or motorized bicycle.~~

~~(b) The license fee to be paid for each bicycle or motorized bicycle shall be fifty cents ($.50) payable in advance.~~

~~(c) The Director shall provide a decal or plate bearing a distinctive Identification number stamped on it.~~

(d) Before the owner of the bicycle or motorized bicycle shall operate it or permit it to be operated upon any street in the City he shall cause the decal or plate to be securely attached to the bicycle or motorized bicycle.

(e) All registration certificates issued under this section shall be effective from the date of issuance and shall expire on the date the bicycle or motorized bicycle is sold or transferred by the person under whose name it is registered. No person shall transfer or sell a bicycle or motorized bicycle without removing and destroying the registration, license or decal or plate.

373.16 VIOLATIONS; SUSPENSION OF LICENSE.

(a) Violations of this chapter by minors shall be reported to the Chief of Police, who shall maintain a record of such reported violations.

(b) Upon the first reported violation, a warning shall be issued to the minor and the parents, guardian or person having the care and control of the minor.

(c) Upon the reporting of a second violation within one year of the first reported violation, the Chief of Police shall serve notice upon the minor and the parent, guardian or person having control of the minor child to appear at a time set in the notice. If upon hearing it is determined by the Chief of Police that a violation of this chapter did occur and that the minor cited was the person responsible for the violation, the Chief of Police may suspend the license granted under this chapter for not more than ninety days.

(d) Upon reporting of a third violation within one year after the first reported violation, the Chief of Police or his duly authorized representative shall serve notice upon the minor and the parent, guardian or person having the care and custody of the minor to appear at a time set in the notice. If upon hearing it is determined by the Chief of Police that a violation of this chapter did occur and that the minor cited was the person responsible for the violation, the Chief of Police may suspend the license granted under this chapter for not more than one year.

373.17 APPEAL OF SUSPENSION.

Any minor who has his license suspended under Section 373.16 or any parent, guardian or person having the care and control of a minor whose license has been suspended under Section 373.16 may appeal from the determination of the Chief of Police to the Director of Public Safety by filing a written notice of appeal within ten days after the determination by the Chief of Police. The Director shall hear such appeal and may affirm reverse or modify the suspension imposed by the Chief of Police.

373.18 MUTILATION OF SERIAL NUMBERS, DECALS OR PLATES.

No person shall willfully or maliciously remove, mutilate or alter the frame, serial number or other identifying mark of any bicycle registered under this chapter or any registration certificate, decal or plate issued under the provisions of this chapter.
(Ord. 11-63. Passed 2-11-63.)
classifications and penalties.)

Water and Wastewater Department

Paul Hellman
614-322-4500 Phone

ORDINANCE REQUEST

DATE:	**July 12, 2021**
TO:	**Public Service and Transportation Committee**
RE:	Sensus Upgrade Program

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak

An Ordinance to Authorize the Purchase 2000 MXU's from Sensus for the Upgrade Program and Waive Competitive Bidding

Funds were appropriated in the water & sewer department's annual budget for 2021.

To utilize 710.735.5639 & 720.736.5639 water and sewer accounts for $120,000 on each account Totaling $240,000 for the Purchase of 2000 MXU's

Budget for water and sewer was $175,000 each. for GL accounts 5639's. totaling $350.000.00.

This will allow the water department to complete cycle 1 to full radio reads, leaving only cycle 3 to finish, which currently has 3000 MXU's needed and 350 Meters to upgrade cycle 3.

An Ordinance to Authorize the Purchase 2000 MXU Meters from Sensus for the Upgrade Program and Waive Competitive Bidding

WHEREAS, the City of Reynoldsburg water department contract with Sensus is on the non-competitive bidding process.

Water and Wastewater Department

Paul Hellman
614-322-4500 Phone

WHEREAS, the City of Reynoldsburg water department is currently working to convert existing touch pad system to radio reads system.

WHEREAS, the City of Reynoldsburg water department has already completed Cycle 2 and fully converted to radio reads.

WHEREAS, the City of Reynoldsburg water & sewer departments appropriated funds in the 2021 budget for 2021 to complete Cycle 1 to full radio reads, leaving only Cycle 3 to finish.

WHEREAS, the City of Reynoldsburg has already purchased the Flexnet System in 2020 for the two towers for the access to acquire daily reads and allow for a customer portal.

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

Section 1. That Council authorizes the purchase of 2000 MXU Sensus meters in the amount of $240,000.00 and waive competitive bidding.

Section 2. Upon adoption by Council, this Ordinance shall be in effect thirty days upon the signature of the Mayor.

ORDINANCE NO. 66-18 PASSED: May 29, 2018

ORDINANCE TO AMEND ORDINANCE 94-12 PASSED DECEMBER 17, 2012 THAT WAIVES COMPETITIVE BIDDING FOR VARIOUS EXEMPTED CONTRACTS AND EXPENDITURES OVER ~~$10,000~~ **$25,000**.

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

SECTION 1. That Council does hereby waive competitive bidding for the following vendors:

Schonhardt and Associates
Limbach Controls Group
Columbia Gas of Ohio
Sensus
Verizon Wireless
~~Taylor Chevrolet~~ **Hugh White Chevrolet**
Ricart Mega Mall
Statewide Ford
Honda East
Pyrotecnico
Willis of Ohio
American Legal Publishing
Silco Fire & Security
MP Dory
SCI Integrated (Sound Communications)
~~Accela~~ **IQM2 (Granicus)**
Speedway
REM Communications
Kirch Group Technologies
Jeffrey R. Bing Cement
Franklin Soil & Water
HD Supply Waterworks LTD
American Mechanical Group
Franklin County (all agencies)
Fairfield County (all agencies)
Licking County (all agencies)
State of Ohio (all agencies)
Hapco Aluminum
New World Systems

SECTION 2. That Ordinance No. 94-12 passed December 17, 2012 be and is hereby repealed and replaced.

SECTION 3. That upon adoption by Council this ordinance shall be in effect thirty days following signature by the Mayor.

Doug Joseph, President of Council

ATTEST: April L. Beggerow, Clerk of Council

APPROVED: Bradley L. McCloud, Mayor DATE 5/30/18

CERTIFICATE

I, April L. Beggerow, Clerk of Council, City of Reynoldsburg, Ohio do hereby certify the foregoing to be a true and correct copy of Ordinance No. 66-18 as passed by Council of said City on the 29th day of May, 2018 and as recorded in the Record of Proceedings of said Council.

April L. Beggerow, Clerk of Council

Filed with Mayor: 5/30/18

Attachment: Ordinance 66-18 (Sensus Upgrade Program)

450 North Gallatin Avenue
P.O. Box 487
Uniontown, PA 15221 USA

1-800-Meterlt
1-800-638-3748
www.sensus.com

SENSUS

Your Quote Number: 31177

US Dollar

Line	Description	Quantity	U/M	Unit Price
26	Part#: ER1 SRII & ACCUSTREAM ECR E REGISTER+ ONLY	1	EA	48.210
27	Part#: 5390753739604 TCHRDR+ AY CPLT M3096+ 910-0008110	1	EA	478.220
28	Part#: 5396353751201MI M510M-F1-TC-X-MI UNIT NON-PIT/INT BTRY-D/SNGL PORT TC W-INT DATA	1	EA	120.000
29	Part#: 5396353752201MI M520M-F1-TC-X-E-MI UNIT PIT/INT BTRY-D/SNGL PORT TC W-INT DATA & LEAK DET	1	EA	140.000
30	Part#: 5396353752203MI M520M-F1-TC-TC-E-MI UNIT PIT/INT BTRY-D/DUAL PORT TC W-INT DATA LEAK DET	1	EA	175.000
31	Part#: 5396353751203MI M510M-F1-TC-TC-MI UNIT NON-PIT/INT BTRY-D/DUAL PORT TC W-INT DATA LEAK DET	1	EA	165.000

*
PARTS DISCOUNT 24% FROM LIST PRICE IN EFFECT AT
TIME OF ORDER
*
FULL FREIGHT ALLOWED
FOB SHIPPING POINT
*
IF TOUCHPAD OR HOUSING IS REQUIRED WITH E-REG USE
LIST LESS 24% WHEN PURCHASED WITH REGISTER
*
CASE 00427188
*
* QUOTE REPLACES QUOTE #30139 EFF 01/01/20 *

This Quotation is an offer to sell which includes and is subject to the Sensus Metering Systems Terms of Sale available for viewing and downloading at http://www.sensus.com/tc Please contact Customer Service at 1-800-638-3748 if you are unable to access this site and require a printed copy of the Terms of Sale.

450 North Gallatin Avenue
P.O. Box 487
Uniontown, PA 15221 USA

1-800-Meterit
1-800-638-3748
www.sensus.com

SENSUS

QUOTATION
Your Quote Number: 31177
Reference: ANNUAL QUOTE

Bill to Customer: 689237

ATTENTION: PAUL HELLMAN
REYNOLDSBURG CITY OF-AM
DEPARTMENT OF WATER & SEWER
7232 E MAIN ST
REYNOLDSBURG OH 43068 USA

Salesman: PRESLOID JOHN
Terms: NET 30 DAYS

Ship to Customer:

REYNOLDSBURG CITY OF-AM
7232 E MAIN ST
DEPARTMENT OF WATER & SEWER
REYNOLDSBURG OH 43068

Effective Date: 1/01/20
Expiration Date: 12/31/21

Line	Description	Quantity	U/M	US Dollar Unit Price
1	Part#: I1S5GBXX MTR 5/8 IPERL 7WHL2A 1G 25'3-WR (PE) SMART	1	EA	120.530
2	Part#: I2S5GBXX MTR 3/4S IPERL 7WHL2A 1G 25'3-WR (PE) SMART	1	EA	120.530
3	Part#: I4S5GBXX MTR 1 IPERL 7WHL2A 1G 25'3-WR (PE) SMART	1	EA	156.020
4	Part#: SM50520600001 TOUCHPAD AY BLACK F/MTR TO BE SOLD W/MTR ONLY	1	EA	4.080
5	Part#: R11XXXXG8AAXX MTR 1.5 OMNI R2 13"LL 8WHL1A 1G AMR 20'	1	EA	485.100
6	Part#: R21XXXXG8AAXX MTR 2 OMNI R2 17"LL 8WHL1A 1G AMR 20'	1	EA	680.610
7	Part#: C11XXXXG1AA0X MTR 1.5 OMNI C2 MNCS/T P/1 8WHL1A 1G AMR 20' ID=SN	1	EA	1,188.370

This Quotation is an offer to sell which includes and is subject to the Sensus Metering Systems Terms of Sale available for viewing and downloading at http://www.sensus.com/tc Please contact Customer Service at 1-800-638-3748 if you are unable to access this site and require a printed copy of the Terms of Sale.

450 North Gallatin Avenue
P.O. Box 487
Uniontown, PA 15221 USA

1-800-Meterlt
1-800-638-3748
www.sensus.com

SENSUS

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US Dollar

Line	Description	Quantity	U/M	Unit Price
8	Part#: C23XXXXG1AA0X MTR 2 OMNI C2 MNCS/C P/1 8WHL1A 1G AMR 20' ID=SN	1	EA	1,373.320
9	Part#: C33XXXXG1AA0X MTR 3 OMNI C2 MNCS/C P/1 8WHL1A 1G AMR 20' ID=SN	1	EA	1,602.650
10	Part#: C43XXXXG1AA0X MTR 4 OMNI C2 MNCS/C P/10 8WHL1A 10G AMR 20' ID=SN	1	EA	2,702.080
11	Part#: C63XXXXG1AA0X MTR 6 OMNI C2 MNCS/C P/10 8WHL1A 10G AMR 20' ID=SN	1	EA	4,329.460
12	Part#: C81XXXXG1AA0X MTR 8 OMNI C2 MNCS/T P/10 8WHL1A 10G AMR 20' ID=SN	1	EA	7,256.790
13	Part#: CA1XXXXG1AA0X MTR 10 OMNI C2 MNCS/T P/10 8WHL1A 10G AMR 20' ID=SN	1	EA	9,363.600
14	Part#: T11XXXXG1AA0X MTR 1.5 OMNI T2 MNCS/T P/1 8WHL1A 1G AMR 20' ID=SN	1	EA	687.350
15	Part#: T21XXXXG1AA0X MTR 2 OMNI T2 MNCS/T P/1 8WHL1A 1G AMR 20' ID=SN	1	EA	825.240

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Line	Description	Quantity	U/M	Unit Price
16	Part#: T31XXXXG1AA0X MTR 3 OMNI T2 MNCS/T P/1 8WHL1A 1G AMR 20' ID=SN	1	EA	1,088.570
17	Part#: T41XXXXG1AA0X MTR 4 OMNI T2 MNCS/T P/10 8WHL1A 10G AMR 20' ID=SN	1	EA	2,119.950
18	Part#: T61XXXXG1AA0X MTR 6 OMNI T2 MNCS/T P/10 8WHL1A 10G AMR 20' ID=SN	1	EA	3,642.770
19	Part#: T81XXXXG1AA0X MTR 8 OMNI T2 MNCS/T P/10 8WHL1A 10G AMR 20' ID=SN	1	EA	6,164.370
20	Part#: TA1XXXXG1AA0X MTR 10 OMNI T2 MNCS/T P/10 8WHL1A 10G AMR 20' ID=SN	1	EA	8,037.090
21	Part#: F4C METER 4"OMNI F2 COMPACT LENGTH	1	EA	6,187.390
22	Part#: F6C METER 6"OMNI F2 COMPACT LENGTH	1	EA	8,234.880
23	Part#: F8C METER 8"OMNI F2 COMPACT LENGTH	1	EA	12,328.740
24	Part#: F10C MTR 10"OMNI F2 COMPACT LENGTH	1	EA	17,634.780
25	Part#: ER3 SRII & ACCUSTREAM TR/PL E REGISTER+ ONLY	1	EA	55.020

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IF MODIFICATIONS IN METER MATERIALS OR PROCESSING ARE REQUIRED TO MEET NEW REGULATIONS, THE PRICING SUBMITTED IS SUBJECT TO IMMEDIATE CHANGE
Thank you for your interest in quality products by Sensus.
Current as of: 11/09/20

Correspondence:
SENSUS
450 North Gallatin Ave.
UNIONTOWN, PA 15401

Purchase Orders:
SENSUS
450 North Gallatin Ave.
UNIONTOWN, PA 15401
PHONE: 800-METER-IT
800-638-3748
Sensus.Orders@xyleminc.com

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

ORDINANCE REQUEST

DATE: **July 12, 2021**

TO: **Finance and Administration Committee**

RE: **Updates to the Personnel Procedure Manual**

Approval:

Completed Joe Begeny	Completed Chris Shook	Completed Stephen Cicak

AN ORDINANCE TO AMEND THE PERSONNEL PROCEDURE MANUAL REGARDING FLEET SAFETY POLICY, MEDICAL MARIJUANA, AND JUNETEENTH HOLIDAY

WHEREAS, the Council of the City of Reynoldsburg, Ohio, has determined that it is necessary to update the Reynoldsburg Personnel Procedure Manual.

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

SECTION 1. That the City of Reynoldsburg, Ohio Personnel Procedure Manual does hereby add the Fleet Safety Policy, Medical Marijuana and the addition of the Juneteenth holiday sections to read as follows:

See Exhibit "A" attached hereto and incorporated herein.

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

CITY OF REYNOLDSBURG

PERSONNEL PROCEDURE MANUAL

Attachment: PPM Updated June 2021.docx (Personnel Procedure Manual Updates 2021)

Ordinance 75-18passed 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.

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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.

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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

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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

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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.

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Corrective Action.
If the City determines unlawful discrimination, harassment, or retaliation has taken place, appropriate corrective action will be taken, up to and including termination. The corrective action will be designed to stop the unlawful conduct and prevent its reoccurrence. If appropriate, law enforcement agencies or other licensing bodies will be notified. Any individual exhibiting retaliatory or harassing behavior towards an employee who exercised a right under this policy, or who is a close personal friend or family member of someone who exercised a right under this policy, will be subject to discipline, as will any employee who has knowledge of unlawful conduct and allows that conduct to go unaddressed.

Coverage.
This policy covers all employees, supervisors, department heads and elected officials. Additionally, this policy covers all suppliers, subcontractors, residents, visitors, clients, volunteers and any other individual who enters City property, conducts business on City property, or who is served by City personnel.

CLASSIFICATION STATUS

The classified service shall comprise all City employees not specifically included in the unclassified service. Following completion of the probationary period of one (1) year, no classified employees shall be reduced in pay or position, fined, suspended or removed, or have his or her longevity reduced or eliminated, except and for those reasons set forth in the civil service law, or local law. Such reasons include: incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of any policy or work rule of the City, any other failure of good behavior, any other acts of misfeasance, malfeasance or nonfeasance in office, or conviction of a felony, except for just cause.

Unclassified employees serve at the pleasure of the City and may be terminated or otherwise separated from employment for any reason not inconsistent with law. An unclassified employee may not be rendered classified due to the provisions of this Manual.

PROBATIONARY PERIOD

Newly hired or newly promoted employees in the classified service shall be required to successfully complete a one (1) year probationary period. The probationary period allows the City to closely observe and evaluate the employee's fitness and suitability for the position. Only those employees who demonstrate an acceptable standard of conduct and performance shall be retained in their positions.

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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:

Attachment: PPM Updated June 2021.docx (Personnel Procedure Manual Updates 2021)

(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:

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- 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).

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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).

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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.

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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

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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

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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

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Finance Manager
Clerk of Council

Assistant City Prosecutors

COMPENSATORY TIME

Employees may choose to take compensatory time for overtime worked in lieu of compensation if such choice is indicated during the pay period in which the overtime is worked and the request is approved by the Appointing Authority or designee.

a. Compensatory time shall be credited to employees who are eligible for overtime pay at the rate of one and one-half (1½) hour for each overtime hour worked.

b. Employee's compensatory time balance shall be limited to a maximum of 100 hours, therefore, they would have to use some of the compensatory time before they could accumulate more. Once an employee reaches 100 hours, they must take over-time pay until they drop below 100 hours.

c. Employees shall have the option of receiving a cash payment for any or all hours accrued but unused compensatory time in that calendar year. Request for payout of comp time must be submitted by the 15th of October. The payment will be made at the employee's current rate of pay and will be paid no later than mid-November of that year.

d. Any hours which are not paid out will be carried over to the next calendar year and will be subject to a 100 hour maximum refillable bank for the following year.

2. Any overtime pay earned as a result of this section must be within the limits appropriated by City Council.

3. In case of death of an employee, any earned overtime hours worked credited to such employee shall be paid to the surviving spouse, or to the estate of the deceased, if there is no surviving spouse.

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

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CALL-IN PAY

When an employee is called back to work by his supervisor for hours not abutting their regular work hours, the employee shall receive a minimum of two (2) hours pay at the employee's overtime rate. If the employee is called-in and works more than two (2) hours, the employee shall be paid their overtime rate for all hours worked.

EMERGENCY HOLIDAY CALL IN PAY

Employees that are called in due to an emergency on any of the City recognized holidays will be paid two (2) times their rate of pay plus the holiday pay.

INCLEMENT WEATHER

The City recognizes that on certain days it may not be possible to report to duty due to inclement weather caused by excessive snow, ice or other weather conditions.

When snow, ice, or other weather conditions make travel to and from work difficult, but it is not severe enough to close the City, employees are encouraged to make reasonable efforts to report to work as scheduled. Employees will be compensated in the following manner for these types of weather conditions:

A. Employees reporting for work as scheduled will be paid at their regular rate of pay for all hours actually worked.
B. Employees not scheduled to work, but who are called-in, shall be paid consistent with the Call-In Pay Policy for all hours worked.
C. Employees who are scheduled to work and who make a reasonable attempt to report to work, but are unable to due to weather conditions, shall notify their immediate supervisor as soon as possible. Employees unable to report to work may:
    a. Request to use accrued vacation or personal leave for the period of absence, subject to the approval of their supervisor, or Department Head;
    b. Request a personal leave of absence without pay for the period of absence, subject to the approval of their supervisor, or Department Head;
    c. Employees failing to report during inclement weather without notifying their supervisor, or Department Head, may be subject to discipline for being absent without leave.

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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.

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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.

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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.

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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,

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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.

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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.

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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

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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

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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:

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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.

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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.

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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

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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

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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

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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

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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.

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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.

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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.

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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

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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:

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Length of Service	Hours Earned Each Biweekly Pay
0 – 5 years	3.08 hours
5 – 11 years	4.62 hours
11 – 15 years	6.16 hours
15 plus years	7.70 hours

Permanent part-time employees are entitled to a reduced amounts of vacation acurrals 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

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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.

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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)

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b. Martin Luther King, Jr. Day (third Monday in January)

c. Presidents Day (third Monday in February)

d. Memorial Day (last Monday in May)

e. Independence Day (July 4)

f. Labor Day (first Monday in September)

g. Veterans Day (November 11)

h. Thanksgiving Day (fourth Thursday in November)

i. Day after Thanksgiving

j. Day before Christmas Day

k. Christmas Day (December 25)

l. Day before New Year's Day

m. Personal day

n. Any day or part of any day as proclaimed by the Mayor

Employees may use personal days only with prior approval of the Appointing Authority or appropriate designee**.** All bargaining unit employees should refer to their applicable collective bargaining agreement for holiday scheduling.

If any day designated in this section as a legal holiday falls on Saturday or Sunday, then either the Friday preceding or the Monday succeeding either day will be designated by the Mayor as a legal holiday.

If an employee is on unpaid leave, the employee is not entitled to holiday pay.

All full-time employees are entitled to eight (8) hours' of pay at their current rate of pay, or ten (10) hours of pay if assigned to a ten (10) hour shift.

Employees shall not be required to work on holidays unless failure to work would impair City service.

Any employee required to work on a holiday listed in this section shall be paid at the applicable overtime hourly rate for all hours worked on the holiday, in addition to either eight (8) hours' holiday pay at the straight-time rate if the employee is regularly assigned to an eight (8) hour shift, or ten (10) hours holiday pay at the straight time rate if the employee is regularly assigned to a ten (10) hour shift.

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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).

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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:

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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

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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

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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

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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

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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.

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Email that is identified as a City of Reynoldsburg business record shall be retained according to City of Reynoldsburg Record Retention Schedule.

The City of Reynoldsburg Email system shall not to be used for the creation or distribution of any disruptive or offensive messages, including offensive comments about race, gender, hair color, disabilities, age, sexual orientation, pornography, religious beliefs and practice, political beliefs, or national origin. Employees who receive any Emails with this content from any City of Reynoldsburg employee should report the matter to their supervisor immediately.

Users are prohibited from automatically forwarding City of Reynoldsburg Email to a third-party Email system. Individual messages which are forwarded by the user must not contain City of Reynoldsburg confidential or above information.

Users are prohibited from using third-party Email systems and storage servers such as Google, Yahoo, MSN Hotmail, etc. to conduct City of Reynoldsburg business, to create or memorialize any binding transactions, or to store or retain Email on behalf of City of Reynoldsburg. Such communications and transactions should be conducted through proper channels using the City of Reynoldsburg-approved documentation.

Expectation of Privacy

City of Reynoldsburg employees shall have no expectation of privacy in anything they store, send or receive on the Email system.

The City of Reynoldsburg may monitor messages without prior notice. The City of Reynoldsburg is not obliged to monitor Email messages.

Compliance

The Information Technology team will verify compliance to this policy through various methods, including but not limited to, periodic walk-thru, video monitoring, business tool reports, internal and external audits, and feedback to the policy owner.

Any exception to the policy must be approved by the Information Technology team in advance.

An employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

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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.

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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.

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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

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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.

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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.

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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 of 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.

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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.

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The City may issue cellular phones to its employees. Cellular phones are not only capable of making and receiving phone calls, they may also be capable of email, text messaging, internet browsing, running third party applications, GPS, and entertainment. Regardless of the capability of a particular cellular phone, City-issued cellular phones are considered City property and are for business use only. Features other than phone use must not be used or activated without direct authorization from a supervisor. Use of City cellular phones while operating a motor vehicle (City-owned or personal) is prohibited.

~~Vehicles~~ 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;

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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.

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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[MF1]
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:

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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

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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.

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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.
7.

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.

~~Employees operating a City motor vehicle are required to have a proper and valid motor vehicle operator's license. An employee who operates a motor vehicle for work and who has his license suspended, but who has acceptable court-ordered driving privileges, may nevertheless have his driving privileges temporarily suspended by the City. When the City suspends driving privileges, the employee will be temporarily reassigned. The City need not reassign an employee who drives for work and has his license suspended by a court with no work-related driving privileges. Employees that are required to drive as a part of their job are required to remain insurable on the City's fleet liability policy. Employees must notify their supervisor of any traffic offense which may impair their ability to remain insurable or their ability to perform an essential function of their job, such as driving.~~

~~Any City employee who operates a City-owned motor vehicle, or a privately owned motor vehicle in the discharge of official City business, shall at all times during the course of operation, fully utilize the front seat occupant restraint systems provided in the vehicles and require like use of said systems by any passengers in the vehicle. Employees who operate City vehicles must have appropriate insurance coverage as designated by the Appointing Authority or Agency Head.~~

~~Use of a City-owned vehicle must be pre-approved by the employee's supervisor. Employees shall not use, or permit the use of City automobiles for any purpose other than official City business. Passengers not on official City Business (i.e. children, spouses, friends, etc.) are not permitted in City-owned vehicles. Employees, as representatives of the City, are expected to be courteous to the public and to obey all traffic laws. City employees should drive and conduct themselves as to enhance the reputation of the City and Department.~~

~~Employees who drive City vehicles or who drive their personal vehicles for City business are subject to periodic (at least annual) record checks at the Bureau of Motor Vehicles. Employees who utilize City vehicles are responsible for reporting to their supervisor any moving traffic violations obtained while on, or off, duty as an employee's personal driving record may impact his ability to be covered on the City's liability policy. Employees who drive on behalf of the City are subject to reassignment and/or discipline in the event of a license revocation, suspension or traffic offense conviction~~

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~~Concerns regarding repairs or vehicle maintenance must be reported to the employee's immediate supervisor.~~

TOBACCO USE POLICY

In order to promote a healthy and comfortable work environment, City employees are prohibited from using tobacco while on City property, while performing duties related to City employment whether on or off site, while traveling for City business, and in any other circumstances or locations where an employee is representing the interests of the City, except as authorized by the Mayor. City property includes, but is not limited to: buildings, offices, restrooms, hallways, common work areas, parking lots, garages, City vehicles, conference rooms, sidewalks, green space, stairs, cafeterias/break rooms, and storage areas.

For the purpose of this policy, tobacco is defined as all tobacco, tobacco derived and/or substances mimicking tobacco containing products, including but not limited to: cigarettes, electronic cigarettes, vapor cigarettes, any artificial/faux cigarette, cigars, cigarillos, pipes, oral tobacco, or any other manner of using or consuming tobacco, tobacco derived substances and/or substances mimicking tobacco. The definition is intended to include all products that deliver nicotine for purposes other than cessation.

DRUG AND ALCOHOL POLICY

Drug-Free Workplace

Alcoholism and drug addiction are treatable diseases. Therefore, employees who believe that they may have an alcohol or drug addiction problem are encouraged to seek professional treatment and assistance. No employee who seeks such treatment or assistance prior to detection will have his job security, promotional opportunities, or other job conditions jeopardized by a request for treatment. The individual's right to confidentiality and privacy will be recognized in such cases. The City may take disciplinary action for any violations of work rules, regardless of the effect of alcohol or drug abuse. Nothing in this policy shall be construed to condone or exonerate employees from their misconduct or poor performance resulting from a drug or alcohol problem.

The City maintains a drug and alcohol free workplace. Employees are hereby notified that the manufacture, distribution, dispensing, possession, use or being under the influence of alcohol, drugs or other controlled substance is strictly prohibited during working hours at any location where employees are conducting City business. Also prohibited is the illegal use of legal substances.

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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

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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 be 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.

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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

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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

Eployees 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.

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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

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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

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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.

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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

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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.

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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.

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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

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firearm and ammunition must be in a locked vehicle either in the glove compartment, a lock box or the trunk.

Employees shall immediately contact a supervisor if they suspect an employee or member of the public is carrying a concealed weapon, firearm, or ammunition on City premises. Employees are required to immediately contact a supervisor if they suspect an employee to be carrying a concealed weapon or firearm in violation of this policy at any time while they are working for the City, acting within the course and scope of employment, or acting as a representative of the City.

AUDITOR OF STATE FRAUD REPORTING SYSTEM

The Ohio Auditor of State's Office maintains a system for reporting fraud, including the misuse of public money by any official or office. The system allows all Ohio citizens, including public employees, the opportunity to make anonymous complaints through a toll free number, the Auditor of State's website, or the United States mail. Contact information is as follows:

Telephone: 1-866-FRAUD OH (1-866-372-8364)
US Mail: Ohio Auditor of State's Office
Special Investigations Unit
88 East Broad Street
P.O. Box 1140
Columbus, OH 43215
Web: www.ohioauditor.gov

CONTACT WITH NEWS MEDIA/RESIDENTS

Any employee contacted by the news media or a citizen on a matter related to City operations should direct the caller to contact the Appointing Authority or designee. This policy is designed to avoid duplication, assure accuracy, and protect employees and the City from the dissemination of misstatements and misinformation.

This policy does not prohibit employees from making a public statement, in their off duty hours, on matters of public concern. However, this policy does prohibit employees from making unauthorized public statements during their working hours and from making public statements about matters of private concern that negatively impact the City.

EMPLOYEE INFORMATION AND RECORDS

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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

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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.

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PERSONNEL POLICY MANUAL ACKNOWLEDGEMENT

I acknowledge receipt of this manual and understand and agree that I am responsible for knowing its contents and for keeping updated. I also understand that this manual is City property that must be returned to the appointing authority when I separate from employment with the City.

I further acknowledge and understand that this manual **does not create a contract of employment with the City for any purpose**. I agree and understand that any and all provisions of this manual may be modified or eliminated, without advance notice to me, at any time.

Issued To: _____

Signed: _____

Date Received: _____

CITY OF REYNOLDSBURG

PERSONNEL PROCEDURE MANUAL

Attachment: PPM Updated Holiday June 2021 (Personnel Procedure Manual Updates 2021)

Ordinance 75-18passed 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.

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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

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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

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immediately contact their supervisor. Late reporting of complaints and verbal reporting of complaints will not preclude the City from taking action. However, so that a thorough and accurate investigation may be conducted, employees are encouraged to submit complaints in writing and in an expedient manner following the harassing or offensive incident. All supervisors are required to follow up on all claims or concerns, whether written or verbal, regarding unlawful discrimination and harassment.

Although employees may confront the alleged harasser at their discretion, they are also required to submit a written report of any incidents as set forth above. When the City is notified of the alleged harassment, it will timely investigate the complaint. The investigation may include private interviews of the employee allegedly harassed, the employee committing the alleged harassment and any and all witnesses. Information will be kept as confidential as practicable, although confidentiality is not guaranteed. All employees are required to cooperate in any investigation. Determinations of harassment shall be made on a case-by-case basis. If the investigation reveals the complaint is valid, prompt attention and disciplinary action designed to stop the harassment and prevent its recurrence will be taken.

Retaliation.
Anti-discrimination laws prohibit retaliatory conduct against individuals who file a discrimination charge, testify, or participate in any way in an investigation, proceeding, or lawsuit under these laws, or who oppose employment practices that they reasonably believe discriminate against protected individuals, in violation of these laws. The law also prevents retaliatory conduct against individuals who are close friends or family members with an individual who engaged in protected conduct. The City and its supervisors and employees shall not in any way retaliate against an individual for filing a complaint, reporting harassment, participating in an investigation, or engaging in any other protected activity. Any employee who feels he has been subjected to retaliatory conduct as a result of actions taken under this policy, or as a result of his relationship with someone who took action under this policy shall report the conduct to their supervisor immediately. Disciplinary action for filing a false complaint is not a retaliatory act.

False Complaints.
Legitimate complaints made in good faith are strongly encouraged; however, false complaints or complaints made in bad faith will not be tolerated. Failure to prove unlawful discrimination or harassment will not constitute a false complaint without further evidence of bad faith. False complaints are considered to be a violation of this policy.

Corrective Action.
If the City determines unlawful discrimination, harassment, or retaliation has taken place, appropriate corrective action will be taken, up to and including termination. The corrective action will be designed to stop the unlawful conduct and prevent its reoccurrence. If appropriate, law enforcement agencies or other licensing bodies will be notified. Any individual exhibiting retaliatory or harassing behavior towards an employee who exercised a right under this policy, or who is a close personal friend or family member of someone who exercised a right under this policy, will be subject to discipline, as will any employee who has knowledge of unlawful conduct and allows that conduct to go unaddressed.

Coverage.
This policy covers all employees, supervisors, department heads and elected officials. Additionally, this policy covers all suppliers, subcontractors, residents, visitors, clients, volunteers and any other individual who enters City property, conducts business on City property, or who is served by City personnel.

CLASSIFICATION STATUS

The classified service shall comprise all City employees not specifically included in the unclassified service. Following completion of the probationary period of one (1) year, no classified employees shall be reduced in pay or position, fined, suspended or removed, or have his or her longevity reduced or eliminated, except and for those reasons set forth in the civil service law, or local law. Such reasons include: incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of any policy or work rule of the City, any other failure of good behavior, any other acts of misfeasance, malfeasance or nonfeasance in office, or conviction of a felony, except for just cause.

Unclassified employees serve at the pleasure of the City and may be terminated or otherwise separated from employment for any reason not inconsistent with law. An unclassified employee may not be rendered classified due to the provisions of this Manual.

PROBATIONARY PERIOD

Newly hired or newly promoted employees in the classified service shall be required to successfully complete a one (1) year probationary period. The probationary period allows the City to closely observe and evaluate the employee's fitness and suitability for the position. Only those employees who demonstrate an acceptable standard of conduct and performance shall be retained in their positions.

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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:

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(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:

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- 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).

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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).

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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.

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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

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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

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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.

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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.

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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.

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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.

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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.

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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.

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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

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Finance Manager
Clerk of Council

Assistant City Prosecutors

COMPENSATORY TIME

Employees may choose to take compensatory time for overtime worked in lieu of compensation if such choice is indicated during the pay period in which the overtime is worked and the request is approved by the Appointing Authority or designee.

a. Compensatory time shall be credited to employees who are eligible for overtime pay at the rate of one and one-half (1½) hour for each overtime hour worked.

b. Employee's compensatory time balance shall be limited to a maximum of 100 hours, therefore, they would have to use some of the compensatory time before they could accumulate more. Once an employee reaches 100 hours, they must take over-time pay until they drop below 100 hours.

c. Employees shall have the option of receiving a cash payment for any or all hours accrued but unused compensatory time in that calendar year. Request for payout of comp time must be submitted by the 15th of October. The payment will be made at the employee's current rate of pay and will be paid no later than mid-November of that year.

d. Any hours which are not paid out will be carried over to the next calendar year and will be subject to a 100 hour maximum refillable bank for the following year.

2. Any overtime pay earned as a result of this section must be within the limits appropriated by City Council.

3. In case of death of an employee, any earned overtime hours worked credited to such employee shall be paid to the surviving spouse, or to the estate of the deceased, if there is no surviving spouse.

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

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CALL-IN PAY

When an employee is called back to work by his supervisor for hours not abutting their regular work hours, the employee shall receive a minimum of two (2) hours pay at the employee's overtime rate. If the employee is called-in and works more than two (2) hours, the employee shall be paid their overtime rate for all hours worked.

EMERGENCY HOLIDAY CALL IN PAY

Employees that are called in due to an emergency on any of the City recognized holidays will be paid two (2) times their rate of pay plus the holiday pay.

INCLEMENT WEATHER

The City recognizes that on certain days it may not be possible to report to duty due to inclement weather caused by excessive snow, ice or other weather conditions.

When snow, ice, or other weather conditions make travel to and from work difficult, but it is not severe enough to close the City, employees are encouraged to make reasonable efforts to report to work as scheduled. Employees will be compensated in the following manner for these types of weather conditions:

A. Employees reporting for work as scheduled will be paid at their regular rate of pay for all hours actually worked.
B. Employees not scheduled to work, but who are called-in, shall be paid consistent with the Call-In Pay Policy for all hours worked.
C. Employees who are scheduled to work and who make a reasonable attempt to report to work, but are unable to due to weather conditions, shall notify their immediate supervisor as soon as possible. Employees unable to report to work may:
    a. Request to use accrued vacation or personal leave for the period of absence, subject to the approval of their supervisor, or Department Head;
    b. Request a personal leave of absence without pay for the period of absence, subject to the approval of their supervisor, or Department Head;
    c. Employees failing to report during inclement weather without notifying their supervisor, or Department Head, may be subject to discipline for being absent without leave.

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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.

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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.

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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,

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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.

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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.

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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

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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

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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:

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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.

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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

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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

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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

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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

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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.

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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.

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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

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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:

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Length of Service	Hours Earned Each Biweekly Pay
0 – 5 years	3.08 hours
5 – 11 years	4.62 hours
11 – 15 years	6.16 hours
15 plus years	7.70 hours

Permanent part-time employees are entitled to a reduced amounts of vacation acurrals 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

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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.

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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)

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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,

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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.

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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.

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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

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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

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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

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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.

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Email that is identified as a City of Reynoldsburg business record shall be retained according to City of Reynoldsburg Record Retention Schedule.

The City of Reynoldsburg Email system shall not to be used for the creation or distribution of any disruptive or offensive messages, including offensive comments about race, gender, hair color, disabilities, age, sexual orientation, pornography, religious beliefs and practice, political beliefs, or national origin. Employees who receive any Emails with this content from any City of Reynoldsburg employee should report the matter to their supervisor immediately.

Users are prohibited from automatically forwarding City of Reynoldsburg Email to a third-party Email system. Individual messages which are forwarded by the user must not contain City of Reynoldsburg confidential or above information.

Users are prohibited from using third-party Email systems and storage servers such as Google, Yahoo, MSN Hotmail, etc. to conduct City of Reynoldsburg business, to create or memorialize any binding transactions, or to store or retain Email on behalf of City of Reynoldsburg. Such communications and transactions should be conducted through proper channels using the City of Reynoldsburg-approved documentation.

Expectation of Privacy

City of Reynoldsburg employees shall have no expectation of privacy in anything they store, send or receive on the Email system.

The City of Reynoldsburg may monitor messages without prior notice. The City of Reynoldsburg is not obliged to monitor Email messages.

Compliance

The Information Technology team will verify compliance to this policy through various methods, including but not limited to, periodic walk-thru, video monitoring, business tool reports, internal and external audits, and feedback to the policy owner.

Any exception to the policy must be approved by the Information Technology team in advance.

An employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

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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

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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 of 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.

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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.

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The City may issue cellular phones to its employees. Cellular phones are not only capable of making and receiving phone calls, they may also be capable of email, text messaging, internet browsing, running third party applications, GPS, and entertainment. Regardless of the capability of a particular cellular phone, City-issued cellular phones are considered City property and are for business use only. Features other than phone use must not be used or activated without direct authorization from a supervisor. Use of City cellular phones while operating a motor vehicle (City-owned or personal) is prohibited.

~~Vehicles~~ 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[MF1]
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

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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.
7.

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.

~~Employees operating a City motor vehicle are required to have a proper and valid motor vehicle operator's license. An employee who operates a motor vehicle for work and who has his license suspended, but who has acceptable court-ordered driving privileges, may nevertheless have his driving privileges temporarily suspended by the City. When the City suspends driving privileges, the employee will be temporarily reassigned. The City need not reassign an employee who drives for work and has his license suspended by a court with no work-related driving privileges. Employees that are required to drive as a part of their job are required to remain insurable on the City's fleet liability policy. Employees must notify their supervisor of any traffic offense which may impair their ability to remain insurable or their ability to perform an essential function of their job, such as driving.~~

~~Any City employee who operates a City-owned motor vehicle, or a privately owned motor vehicle in the discharge of official City business, shall at all times during the course of operation, fully utilize the front seat occupant restraint systems provided in the vehicles and require like use of said systems by any passengers in the vehicle. Employees who operate City vehicles must have appropriate insurance coverage as designated by the Appointing Authority or Agency Head.~~

~~Use of a City-owned vehicle must be pre-approved by the employee's supervisor. Employees shall not use, or permit the use of City automobiles for any purpose other than official City business. Passengers not on official City Business (i.e. children, spouses, friends, etc.) are not permitted in City-owned vehicles. Employees, as representatives of the City, are expected to be courteous to the public and to obey all traffic laws. City employees should drive and conduct themselves as to enhance the reputation of the City and Department.~~

~~Employees who drive City vehicles or who drive their personal vehicles for City business are subject to periodic (at least annual) record checks at the Bureau of Motor Vehicles. Employees who utilize City vehicles are responsible for reporting to their supervisor any moving traffic violations obtained while on, or off, duty as an employee's personal driving record may impact his ability to be covered on the City's liability policy. Employees who drive on behalf of the City are subject to reassignment and/or discipline in the event of a license revocation, suspension or traffic offense conviction~~

~~Concerns regarding repairs or vehicle maintenance must be reported to the employee's immediate supervisor.~~

TOBACCO USE POLICY

In order to promote a healthy and comfortable work environment, City employees are prohibited from using tobacco while on City property, while performing duties related to City employment whether on or off site, while traveling for City business, and in any other circumstances or locations where an employee is representing the interests of the City, except as authorized by the Mayor. City property includes, but is not limited to: buildings, offices, restrooms, hallways, common work areas, parking lots, garages, City vehicles, conference rooms, sidewalks, green space, stairs, cafeterias/break rooms, and storage areas.

For the purpose of this policy, tobacco is defined as all tobacco, tobacco derived and/or substances mimicking tobacco containing products, including but not limited to: cigarettes, electronic cigarettes, vapor cigarettes, any artificial/faux cigarette, cigars, cigarillos, pipes, oral tobacco, or any other manner of using or consuming tobacco, tobacco derived substances and/or substances mimicking tobacco. The definition is intended to include all products that deliver nicotine for purposes other than cessation.

DRUG AND ALCOHOL POLICY

Drug-Free Workplace

Alcoholism and drug addiction are treatable diseases. Therefore, employees who believe that they may have an alcohol or drug addiction problem are encouraged to seek professional treatment and assistance. No employee who seeks such treatment or assistance prior to detection will have his job security, promotional opportunities, or other job conditions jeopardized by a request for treatment. The individual's right to confidentiality and privacy will be recognized in such cases. The City may take disciplinary action for any violations of work rules, regardless of the effect of alcohol or drug abuse. Nothing in this policy shall be construed to condone or exonerate employees from their misconduct or poor performance resulting from a drug or alcohol problem.

The City maintains a drug and alcohol free workplace. Employees are hereby notified that the manufacture, distribution, dispensing, possession, use or being under the influence of alcohol, drugs or other controlled substance is strictly prohibited during working hours at any location where employees are conducting City business. Also prohibited is the illegal use of legal substances.

In order to further the City's objective of maintaining a safe, healthful, and drug-free workplace, the City may require an employee to submit to a urine and/or blood test if there is reasonable suspicion to believe that an employee is under the influence of a controlled substance or alcohol. Refusal to submit to a drug or alcohol test and/or to release the results of the same shall be considered insubordination and will be construed as a positive test result.

Employees are put on notice that an employee who is under the influence of drugs or alcohol may forfeit their right to obtain workers compensation benefits. The law establishes a rebuttable presumption that if an injured worker tests positive for the use of drugs or alcohol, the worker will have to prove the use of drugs or alcohol did not cause the accident. A refusal to test for the use of drugs or alcohol will also establish the presumption. Employees who are involved with a workplace accident may be required to undergo drug and/or alcohol testing in accordance with this policy**.**

Drug Policy

Controlled Substance: Means any controlled substance contained in Schedules 1 through V of Section 202 of the Controlled Substance Act (21 U.S.C. § 812; or as defined in § 3719.01 O.R.C.).

Conviction: Means any finding of guilt, including a plea of *nolo contendere* (no contest) or the imposition of a sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

Criminal Drug Statute: Means a criminal statute involving manufacture, distribution, dispensation, use, or possession of any controlled substance. For purposes of this policy all definitions will be consonant with O.R.C. § 3719.01 *et seq.*

The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance by any employee which takes place in whole or in part in the employer's work place is strictly prohibited and will result in criminal prosecution and employee discipline

Any employee arrested or convicted of any Federal or State criminal drug statute must notify the employer of that fact immediately, but in no event longer than five (5) calendar days, of the arrest or conviction.

Any employee who reports for duty in an altered or impaired condition which is the result of the illegal use of controlled substances and/or alcohol will be subject to disciplinary action up to and

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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 be 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

Eployees 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.

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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

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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

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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.

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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

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firearm and ammunition must be in a locked vehicle either in the glove compartment, a lock box or the trunk.

Employees shall immediately contact a supervisor if they suspect an employee or member of the public is carrying a concealed weapon, firearm, or ammunition on City premises. Employees are required to immediately contact a supervisor if they suspect an employee to be carrying a concealed weapon or firearm in violation of this policy at any time while they are working for the City, acting within the course and scope of employment, or acting as a representative of the City.

AUDITOR OF STATE FRAUD REPORTING SYSTEM

The Ohio Auditor of State's Office maintains a system for reporting fraud, including the misuse of public money by any official or office. The system allows all Ohio citizens, including public employees, the opportunity to make anonymous complaints through a toll free number, the Auditor of State's website, or the United States mail. Contact information is as follows:

Telephone: 1-866-FRAUD OH (1-866-372-8364)
US Mail: Ohio Auditor of State's Office
Special Investigations Unit
88 East Broad Street
P.O. Box 1140
Columbus, OH 43215
Web: www.ohioauditor.gov

CONTACT WITH NEWS MEDIA/RESIDENTS

Any employee contacted by the news media or a citizen on a matter related to City operations should direct the caller to contact the Appointing Authority or designee. This policy is designed to avoid duplication, assure accuracy, and protect employees and the City from the dissemination of misstatements and misinformation.

This policy does not prohibit employees from making a public statement, in their off duty hours, on matters of public concern. However, this policy does prohibit employees from making unauthorized public statements during their working hours and from making public statements about matters of private concern that negatively impact the City.

EMPLOYEE INFORMATION AND RECORDS

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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: _____