



**FINANCE COMMITTEE - BARTH COTNER
MONDAY JULY 11, 2016**

COMMITTEE MEETING: 7:00 PM

**PLACE: COUNCIL CHAMBERS
7232 E. MAIN ST, REYNOLDSBURG, OH 43068**

President: DOUG JOSEPH

Ward Members: Ward I – Stephen M. Cicak
Ward II – Brett Luzader
Ward III – Marshall Spalding
Ward IV - Mel Clemens

At Large Members: Barth R. Cotner
Chris Long
Dan Skinner, Esq.

COMMITTEES:

Community Development: Chmn Skinner, Spalding, Cicak, Luzader
Safety: Chmn Long, Cicak, Luzader, Spalding
Service: Chmn Clemens, Luzader, Spalding, Cicak
Finance: Chmn Cotner, Long, Clemens, Skinner

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Agenda is subject to amendment by Committee/Council at the time of the meeting.

All meetings of the Council shall be held in accordance with the general laws of Ohio pertaining to requirements for open meetings of public bodies.

If you wish to speak before City Council concerning a specific topic on the agenda, or about a specific topic not on the agenda, please complete a “Speaker Form” and give to the Clerk of Council. Forms are located in the wooden box on one of the bench seats in the atrium. Copies of the Rules of Discussion are available next to the wooden box.

*April Beggerow
Clerk of Council*

1. Call to Order
2. Approval of Agenda
3. Approval of Minutes
 - a. Finance Committee – Committee Meeting – June 20, 2016
4. Discussion
 - a. RESOLUTION ADOPTING THE TAX BUDGET OF THE CITY OF REYNOLDSBURG OHIO, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2017 AND DECLARING AN EMERGENCY. (Second Reading 6/27/2016).
 - b. ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: AMENDING SECTION 732.06 NONPAYMENT OF CHAPTER 732 RATES FOR RESIDENTIAL COLLECTION AND DISPOSAL OF GARBAGE, REFUSE, RECYCLABLES, AND YARD WASTE.
 - c. ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO LEASE AGREEMENT WITH MODERN OFFICE METHODS DBA DOCUMENT SOLUTIONS FOR TWO COPIERS FOR POLICE DEPARTMENT AND DECLARING AN EMERGENCY.
 - d. ORDINANCE AUTHORIZING MAYOR TO ENTER INTO CONTRACT BETWEEN THE CITY OF REYNOLDSBURG AND THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION AND DECLARING AN EMERGENCY
 - e. ORDINANCE AUTHORIZING AND DIRECTING THE CLERK OF COUNCIL TO CERTIFY UNPAID WATER BILLS FOR COLLECTION BY THE FRANKLIN COUNTY AUDITOR AND DECLARING AN EMERGENCY. (First Reading 6/27/2016).
 - f. ORDINANCE AUTHORIZING AND DIRECTING THE CLERK OF COUNCIL TO CERTIFY UNPAID WATER BILLS FOR COLLECTION BY THE LICKING COUNTY AUDITOR AND DECLARING AN EMERGENCY. (First Reading 6/27/2016).
 - g. ORDINANCE AUTHORIZING AND DIRECTING THE CLERK OF COUNCIL TO CERTIFY GRASS AND WEED CUTTING COSTS (2015) FOR COLLECTION BY THE FRANKLIN COUNTY AUDITOR AND DECLARING AN EMERGENCY. (First Reading 6/27/2016).
 - h. ORDINANCE AUTHORIZING AND DIRECTING THE CLERK OF COUNCIL TO CERTIFY GRASS AND WEED CUTTING COSTS (2015) FOR COLLECTION BY THE LICKING COUNTY AUDITOR AND DECLARING AN EMERGENCY. (First Reading 6/27/2016).

PROPOSED LEGISLATION TO BE ADDED FROM THE FLOOR:

- a. ORDINANCE TO APPROVE PAYMENT OF SERVICES PERFORMED PRIOR TO THE AUDITOR'S CERTIFICATION OF AVAILABILITY OF FUNDS AND DECLARING AN EMERGENCY.
- b. ORDINANCE REQUESTING COUNCIL APPROPRIATE \$20,000 FROM THE UNAPPROPRIATED GENERAL FUND TO BUILDING DEPARTMENT-MISCELLANEOUS CONTRACT SERVICES, AND DECLARING IT AN EMERGENCY.



**FINANCE COMMITTEE - BARTH COTNER
MONDAY JUNE 20, 2016**

**COMMITTEE MEETING: IMMEDIATELY FOLLOWING THE PREVIOUS
MEETING**

**PLACE: COUNCIL CHAMBERS
7232 E. MAIN ST, REYNOLDSBURG, OH 43068**

1. Call to Order

PRESENT: Cotner, Long, Skinner, Joseph
ABSENT: Clemens

2. Approval of Agenda

Chairman Cotner: I would like to add one Item to the Agenda. We will call this "j.", a motion to amend the schedule of Finance Committee from the first and third, to the second and fourth Mondays. Do I have a second? Thank you, Councilman Long makes a second. All in favor say "Aye." (*Multiple "Ayes" heard.*) All opposed? (*Silence.*)

3. Approval of Minutes

a. Finance Committee – Committee Meeting – June 6, 2016

Minutes stand approved.

4. Discussion

a. Motion that the Council of the City of Reynoldsburg Does Hereby Appoint Councilmember Stephen Cicak and City Attorney Jed Hood to Serve on the Volunteer Peace Officers' Dependents' Fund Board.

Chairman Cotner: I know Attorney Hood has given us some information on this. Being out, have we talked about this further? Perhaps you would like to elaborate for us, I know it is written out, but for everyone else's benefit.

Attorney Hood: Thank you Chairman Cotner. One of the things that may not be crystal clear in the memo that I provided to City Council is that you are required as a legislative body to elect two members to this, to serve as volunteer directors. It does not need to be Council Members, but it certainly can be if you wish to elect yourselves to this. But, you can really appoint or elect anybody, the Mayor, myself, Members of Council, as long as they are an electorate of the City, I think that they can serve. What they can not be because the volunteer or reserve unit appoints two members from their ranks, it can not be one of them. Hopefully that clears up a little confusion. If you would like it to be Council Members, it certainly can be, but it is not required to be.

Minutes Acceptance: Minutes of Jun 20, 2016 7:30 PM (Approval of Minutes)

Chairman Cotner: One of the key words I just heard to clarify, you said we are required to get two people for this board. Is that correct?

Attorney Hood: Yes, the Legislative Authority is required to elect, and we are a little bit late on the time period, but because this is a brand new Board, and it is a brand new Director from the State, we have made them aware that we are trying to diligently comply, so there will not be any ramifications this year, but we will have to do this on an annual base, since this is the way the law currently stands.

Councilman Spalding: What district does this have? How big is this Board? What is the area, just Reynoldsburg?

Attorney Hood: This is confusing if you look at the law. When it speaks to member, it speaks to the City. It does not speak to a Director of the Board. So, the City of Reynoldsburg is a member because we have a reserve or volunteer police force. So, what this attempts to do, is to put a pot of money together statewide, from all of the members, which would be any municipality that has a reserve police unit, and they are required to pay a fee, that starts a fund, should a reserve officer become disabled or perish in a line of duty, so there dependents will receive the benefit as I outlined in the memo I provided to you. What the Board does locally, is to verify if one of those tragedies were to occur in the City, that it occurred, and to make application to the State, for our injured, disabled, or fallen officer. That is really what they do. And, they also make sure that if an additional contribution is required, because the fund has become depleted, that the money is available, and sent forward to the State, to replenish the fund.

Chairman Cotner: So we could handle this as we would appointments to other Boards, see if there are volunteers, see if there are people willing.

Attorney Hood: The statute says election, but I think as long as you take a vote and the majority decides that those persons are going to sit as Director, I think that is fine. I am not legal council, so I have no role. I worked with the Lieutenant Early to get this thing rolling, when we became aware of it. So, if you want to make me a part of this, I could be, because it kind of takes away my City Attorney hat for this Board. I will not be giving legal advise to this Board.

Chairman Cotner: Ok. Could that be a conflict though, if we needed legal advice?

Attorney Hood: I can not foresee a conflict. Certainly if one were to arise, I would certainly abstain. Honestly Chairman Cotner, there needs to be a Secretary, and I am the Secretary for a couple of other Boards that are a part of my position, so, in order to make sure things get done, if you want to put me on the Board, I ma happy to serve. Whatever you guys decide is fine.

Councilman Long: I have a quick question. You started out saying that we kinda found out about this late. Do we have time for us to receive interest from Members of Council?

Attorney Hood: We have assured the State that we are moving forward, and they are satisfied with that. We actually forwarded a contribution because we thought that was most important, and they are holding it in advance now, until we get the Board together. We will be totally in compliance at that point. I still think we are way ahead of the curve from some other municipalities. This is a brand new change from the State. It is worthwhile though and I think it is a good idea.

Chairman Cotner: There is no requirement of meeting? Does this Board meet quarterly, or on any regular basis?

Attorney Hood: There is a requirement, and I did not put that in there. But it is not monthly or bi-weekly. If I recall, it is annual. Or as needed, of course, if something where they would need to take action would arise, they would have to have a meeting.

Chairman Cotner: Anyone else have any questions?

Councilman Skinner: I think it would be good to put someone from the legislative, and someone from the executive, will help carry the load, in that respect. If you don't mind Barth, does that strike a cord with anyone?

Councilman Cicak: I could volunteer for it.

Councilman Skinner: I was eye balling Mr. Cicak over there. He seemed interested.

Councilman Cicak: It is a volunteer position, isn't it?

Attorney Hood: Yes.

Councilman Skinner: What do you think about Mr. Cicak and JED, since he has experience?

Chairman Cotner: I think that would be fine.

Attorney Hood: I can't recall who put this in the memo. We need to restart this process in November, so this appointment will really go through the end of the year, but we will need to restart your process in selecting members for the '17 year, in November. So, it is not going to be a full year commitment at this point, Mr. Cicak. At least it will get us started. We will become official and send the money in to make sure the State knows we are in compliance. If that is something that the Council wants to do.

Chairman Cotner: If you are willing to serve in that capacity?

Councilman Cicak: I would be glad to.

Councilman Long: JED, are you willing?

Attorney Hood: Always. Just for Council's understanding, there are five members for this Board. Two from the Reserve, two from the legislative body, and the fifth member will come from the four Directors themselves and can't be an official of the City. We believe we have somebody who is a retired Truro Township Firefighter, who is willing to serve. Hopefully we will report back to you very soon, and make sure that the Board is whole, and that we are in compliance.

RESULT:	REFERRED [UNANIMOUS]	Next: 6/27/2016 7:30 PM
MOVER:	Chris Long, At Large	
SECONDER:	Dan Skinner, At Large	
AYES:	Cotner, Long, Skinner	
ABSENT:	Clemens	

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

Mr. Harris: Thank you Chairman Cotner, Members of Council, this particular item has come to our attention from the Development Department. They had an online service that they had been using and did not have a purchase order open for it when they got the bill. There is no money needed for it, I just need the Then and Now.

Chairman Cotner: Questions for Council? I will make a motion that we send this forward to Council with recommendation for adoption as an emergency.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 6/27/2016 7:30 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Chris Long, At Large	
AYES:	Cotner, Long, Skinner	
ABSENT:	Clemens	

c. ORDINANCE TO AUTHORIZE THE MAYOR TO PURCHASE ONE 2017 FORD F-550 Dump Truck for the Water Department AND DECLARING AN EMERGENCY.

Mr. Root: Chairman Cotner, Members of Council, good evening. I would like to replace our 2001 F-550 Dump Truck with a new 2017 F-550 Dump Truck. This dump truck was approved in the 2016 Budget. Once we receive our new truck, our current dump truck will be transferred to the Parks and Rec Department.

Chairman Cotner: Does anyone on Finance have a question? Does anyone on Council?

Councilman Luzader: I have a couple of quick questions. I noticed here on your legislative request that you are wanting to purchase a 2015 F-550.

Mr. Root: It must have been a typo.

Councilman Luzader: That is what I assumed. This is going to be basically a replacement to the Recreation Department, that the Street Department was going to give until they had a truck last year where the frame and all was no good?

Mr. Root: We are not going to be adding a dump truck. We will continue to have two dump trucks. This one will be transferred to Parks and Rec.

Councilman Luzader: Ok, thank you.

Chairman Cotner: Any other questions?

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 6/27/2016 7:30 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Dan Skinner, At Large	
AYES:	Cotner, Long, Skinner	
ABSENT:	Clemens	

- d. Ordinance Authorizing City Auditor to Remove Equipment from the City's Fixed Asset List and Declaring an Emergency.

Mr. Kuntz: Thank you Chairman Cotner, Members of Council, good evening. This was all part of the ordinance back in April for the Street Departments two large salt trucks. It was a big packet and it did not get specified on the ordinance that the old trucks and equipment associated with it, would be traded in, and removed from the fixed asset list. This is just clarifying that.

Chairman Cotner: Questions for Finance or Council?

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 6/27/2016 7:30 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Chris Long, At Large	
AYES:	Cotner, Long, Skinner	
ABSENT:	Clemens	

- e. Ordinance Authorizing and Directing the Clerk of Council to Certify Unpaid Water Bills for Collection by the Franklin County Auditor and Declaring an Emergency.

Mr. Root: Chairman Cotner, these are unpaid water bills. Most of these are finals that were not paid by the outgoing owner or tenant. All of the owners have been contacted, with a letter, giving them a chance to pay. Now we are just getting it to where we are putting it on their taxes, starting next year. This needs to pass as an emergency, we just need to get it passed by August break.

Chairman Cotner: Questions from Finance? Questions from Council?

Councilman Cicak: What are the dates? Like ninety days out?

Chairman Cotner: So we can do two meetings on that and then an emergency? I believe we said that would be ok.

Mr. Root: That works for me.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 6/27/2016 7:30 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Chris Long, At Large	
AYES:	Cotner, Long, Skinner	
ABSENT:	Clemens	

- f. Ordinance Authorizing and Directing the Clerk of Council to Certify Unpaid Water Bills for Collection by the Licking County Auditor and Declaring an Emergency.

Mr. Root: This is the same as Franklin, just for Licking County.

Chairman Cotner: Same time frame? Questions?

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 6/27/2016 7:30 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Dan Skinner, At Large	
AYES:	Cotner, Long, Skinner	
ABSENT:	Clemens	

- g. Ordinance Authorizing and Directing the Clerk of Council to Certify Grass and Weed Cutting Costs (2015) for Collection by the Licking County Auditor and Declaring an Emergency.

Mr. Sampson: Thank you Mr. Cotner, Members of Council. For the record, I would just like to wish our Clerk of Council a very happy birthday. We have two ordinances this evening authorizing and directing the Clerk of Council to certify grass and weed cutting cost for 2015, for collection by the Franklin County Auditor, and the Licking County Auditor. These items can go three reading but will need to be passed as an emergency. The documentation can be sent to the respective County Auditors in order to satisfy their timelines.

Chairman Cotner: Questions from Finance or Council?

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 6/27/2016 7:30 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Dan Skinner, At Large	
AYES:	Cotner, Long, Skinner	
ABSENT:	Clemens	

- h. Ordinance Authorizing and Directing the Clerk of Council to Certify Grass and Weed Cutting Costs (2015) for Collection by the Franklin County Auditor and Declaring an Emergency.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 6/27/2016 7:30 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Chris Long, At Large	
AYES:	Cotner, Long, Skinner	
ABSENT:	Clemens	

- i. Resolution Adopting the Tax Budget of the City of Reynoldsburg Ohio, for the Fiscal Year Beginning January 1, 2017 and Declaring an Emergency. (First Reading 6/13/2016).

Mr. Harris: I will answer any questions, if anybody has any on it.

Chairman Cotner: How many readings on this before the emergency?

Mr. Harris: We are going to read the second reading tonight. There is a Public Hearing scheduled for July. I will need it passed after the third reading as an emergency because it has to be to the County by the 17th or 18th of July.

Chairman Cotner: You had July 20th on here and I just wanted to make sure.

Mr. Harris: We are ok on time on this one.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 6/27/2016 7:30 PM
MOVER:	Barth R. Cotner, At Large	
SECONDER:	Chris Long, At Large	
AYES:	Cotner, Long, Skinner	
ABSENT:	Clemens	

- j. Motion to Amend the Schedule of the Service Committee from the First and Third Monday of the Month to the Second and Fourth Monday of the Month Following the Regular Council Meeting Beginning July, 2016.

Chairman Cotner: We have talked about giving this a try to see how things flow. I think it can be beneficial to the City, so we will try this and go. Any questions or comments?

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Chris Long, At Large
SECONDER:	Dan Skinner, At Large
AYES:	Cotner, Long, Skinner
ABSENT:	Clemens

City Auditors Office**Richard Harris****7232 E. Main Street****Reynoldsburg OHIO 43068****Phone****RESOLUTION REQUEST**

DATE: **July 11, 2016****TO:** **Finance Committee****RE:** RESOLUTION ADOPTING THE TAX BUDGET OF THE CITY OF
REYNOLDSBURG OHIO, FOR THE FISCAL YEAR BEGINNING
JANUARY 1, 2017 AND DECLARING AN EMERGENCY. (Second
Reading 6/27/2016- Public Hearing 7/11/2016).

Emergency/Suspension: Emergency**Reason For Emergency:** Financial needs of the City's government**Request Council Approve the 2017 Tax Budget. Will need a Public Hearing set. Must be to all
counties by July 20**

FUND All Funds Not Reported on Exhibits I or II	Estimated Unencumbered Fund Balance 01/01/17	Estimated Receipts 2017	Total Available For Expenditures	2017 Encumbrances and Expenditures			Estimated Unencumbered Fund Balance 12/31/17
				Personal Services	Other	Total	
PROPRIETARY:							
ENTERPRISE FUNDS							
Water	1,224,974	6,700,000	7,924,974	525,000	6,250,000	6,775,000	1,149,974
Sewer	1,411,446	5,800,000	7,211,446	350,000	6,300,000	6,650,000	561,446
Utility Deposits	60,000	2,500	62,500	0	2,500	2,500	60,000
Storm Water	1,732,400	1,350,000	3,082,400	250,000	900,000	1,150,000	1,932,400
Solid Waste	228,000	2,040,000	2,268,000		1,875,000	1,875,000	393,000
TOTAL ENTERPRISE FUNDS	4,656,820	15,892,500	20,549,320	1,125,000	15,327,500	16,452,500	4,096,820

FIDUCIARY:**TRUST AND AGENCY FUNDS**

Arts Commission	0	0	0	0	0	0	0
Delinquency Prevention	16,555	0	16,555	0	0	0	16,555
Beautification Commission	0	0	0	0	0	0	0
French Creek Footbridge	3,473	0	3,473	0	0	0	3,473
Supervision and Inspection	100,000	20,000	120,000	0	20,000	20,000	100,000
Plot Grade and Utility	25,000	15,000	40,000	0	15,000	15,000	25,000
Unclaimed Funds	32,501	5,000	37,501	0	23,700	23,700	13,801
Employee Fund	1,200	500	1,700	0	500	500	1,200
School Ski Club	500	0	500	0	0	0	500
Miscellaneous Trust	15,000	240,000	255,000	0	235,000	235,000	20,000
Board of Building Standards	9,000	4,000	13,000	0	4,000	4,000	9,000
Visitors Bureau	0	75,000	75,000	0	75,000	75,000	0
Sewer Capacity Charge - Columbus	26,000	9,000	35,000	0	9,000	9,000	26,000
Engineering Fees/Plan Reviews	40,000	35,000	75,000	0	35,000	35,000	40,000
Taylor Square School TIEF	200,000	1,750,000	1,950,000	0	1,750,000	1,750,000	200,000
Brice - Main TIF	170,000	225,000	395,000	0	270,000	270,000	125,000
Kroger Tif	138,000	75,000	213,000	0	1,000	1,000	212,000
Summit Rd Tif #1	5,100	0	5,100	0	0	0	5,100
Taylor Rd Tif #1	133,000	18,000	151,000	0	300	300	150,700
Taylor Rd Tif #2	13,475	750	14,225	0	50	50	14,175
TOTAL TRUST AND AGENCY FUNDS	928,804	2,472,250	3,401,054	0	2,438,550	2,438,550	962,875

TOTAL FOR MEMORANDUM ONLY	5,585,624	18,364,750	23,950,374	1,125,000	17,766,050	18,891,050	5,059,324
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City Attorney Office
Jed Hood
7232 E. Main Street
Reynoldsburg OHIO 43068
Phone

ORDINANCE REQUEST

DATE: **July 11, 2016**

TO: **Finance Committee**

RE: ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE
CITY OF REYNOLDSBURG, OHIO: AMENDING SECTION 732.06
NONPAYMENT OF CHAPTER 732 RATES FOR RESIDENTIAL
COLLECTION AND DISPOSAL OF GARBAGE, REFUSE,
RECYCLABLES, AND YARD WASTE

Recently, I was asked whether the City could attach as a lien fees owed for garbage collection. Currently our city code does not provide for a procedure to accomplish this. The proposed change to 732.06 would allow the City to attempt to collect fees charged for garbage collection and in the event that money due is not paid within ninety days, a lien will be placed on the real property and collected with other property taxes. This procedure is consistent with our other utility charge collection methods. If you have any questions or concerns about the proposed changed, please contact me at your convenience.

732.06 ~~NONPAYMENT.~~ UNPAID CHARGES A LIEN

~~The City or its designee may refuse to collect solid waste, recyclables and yard waste from any premises where the owner, occupant or tenant is in arrears for a period of thirty-five days for charges assessed for the collection of solid waste, recyclables and yard waste.~~

~~(Ord. 93-95. Passed 7-24-95.)~~

Each charge and applicable penalty rendered under or pursuant to this Chapter is hereby made a lien upon the property, to which it is applicable. In the event that the lien is

City Attorney Office**Jed Hood****7232 E. Main Street****Reynoldsburg OHIO 43068****Phone**

not paid within ninety days after it shall be due and payable, it shall be certified to the Auditor of the County in which the property is located, who shall place the same on the tax duplicate of the County along with any interest and penalties allowed by law to be collected as other taxes are collected.

Police Department**James O'Neill****7240 E. Main Street****Reynoldsburg OHIO 43068****614-322-6947 Phone****ORDINANCE REQUEST**

DATE: July 11, 2016**TO: Finance Committee****RE: ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO
ENTER INTO LEASE AGREEMENT WITH MODERN OFFICE
METHODS DBA DOCUMENT SOLUTIONS FOR TWO COPIERS
FOR POLICE DEPARTMENT AND DECLARING AN EMERGENCY.**

Emergency/Suspension: Emergency

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

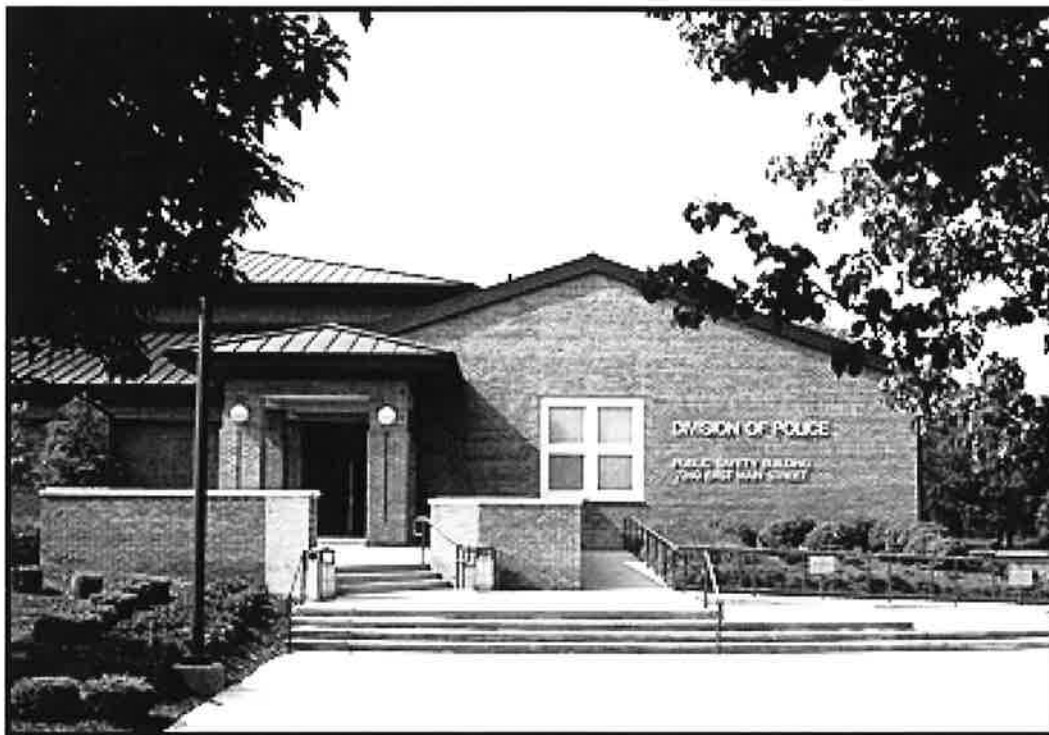
Statement of necessity: Contract will expire on current contracts in September.

The current copiers contract will expire on September 1, 2016. The new copiers will replace the existing copiers located in report writing and the Detective Bureau. The equipment will be upgraded to meet the needs of the agency.



A Proposal For: City of Reynoldsburg Police Department

By: Dan Lamatrice



Attachment: Copier Contract 2016 (1458 : Purchase of Copiers for PD)



TOTAL **GREEN** DOCUMENT SOLUTIONS

Packet Pg. 16

**Proposed Solution: Canon imageRUNNER C5240 –
Detective Bureau**

Key Features:

- Print/Copy/Scan/Fax
- Print and copy speed of 40ppm black and 35ppm color
- 1200 x 1200 dpi print resolution
- 2 x 550 sheet cassettes
- Staple Finisher
- 2/3 Hole Punch
- 150 - sheet Single Pass Duplexing Automatic Document Feeder
- Print/Scan from USB memory
- Scan directly to Microsoft Word, PowerPoint, and Searchable PDF Formats



**Proposed Solution: Canon imageRUNNER 4235 –
Report Writing**

Key Features:

- Print/Copy/Scan
- Print and copy speed of 35 pages per minute
- 100-sheet Duplexing Automatic Document Feeder
- 1200 x 1200 dpi print resolution
- 2 x 550 sheet cassettes
- Staple Finisher
- Paper size up to 11x17
- Scan directly to Microsoft PowerPoint and searchable PDF formats
- 80-sheet Stack bypass
- Print/Scan from USB memory



Attachment: Copier Contract 2016 (1458 : Purchase of Copiers for PD)

Current Cost Analysis:

Canon iR C5035 & Canon iR2535: \$643.11

Includes 3,000 color copies per month and 6,000 black copies per month. Overages fixed at \$.064 for color. Overages fixed and pooled for black at \$.0088.

Average Monthly Overage: **3,380 x \$.0088 = \$29.74**

Average Monthly Total Spend: **\$672.85**

Cost of Proposed Solutions:

Proposed Solution

60 Month Lease:

Canon iR C5240 & Canon iR 4235 \$656.54

Includes 11,000 black copies and 2,400 color copies. Black overages fixed and pooled at \$.0097, Color overages fixed at \$.0692



TOTAL GREEN DOCUMENT SOLUTIONS



DOCUMENT MANAGEMENT AGREEMENT

APPLICATION NO.

AGREEMENT NO.

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. dba Document Solutions**.

CUSTOMER INFORMATION

FULL LEGAL NAME City of Reynoldsburg Police Department			STREET ADDRESS 7240 E Main St	
CITY Reynoldsburg	STATE Oh	ZIP 43068	PHONE 614-322-6800	FAX
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 METER - COLOR
Canon iR5240		656.55	11,000	2,400	.0097	.0692		
Canon iR4235		included						

OR

EQUIPMENT WITH CONSOLIDATED MINIMUMS

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER - B&W	STARTING METER - COLOR

Monthly Payment* \$ _____ B&W Impressions per Month _____ B&W Overages* \$ _____
 Color Impressions per Month _____ Color Overages* \$ _____

TERM AND PAYMENT SCHEDULE

Term in 60 Months The contract payment ("Payment") period is monthly unless otherwise indicated. **plus applicable taxes*

METER READINGS VERIFIED: B&W - QUARTERLY COLOR - QUARTERLY ☐ See the attached Schedule "A" ☐ See the attached Billing Schedule

By initialing here, you agree that service and supplies are not included in this Agreement.

END OF AGREEMENT OPTIONS

You will have the following option at the end of the original term, provided that no event of default under the Agreement has occurred and is continuing. To the extent that any purchase option indicates that the purchase price will be the "Fair Market Value" (or "FMV"), such term means the value of the Equipment in continued use. 1) Purchase all but not less than all the Equipment for the Fair Market Value per paragraph 1, 2) Renew the Agreement per paragraph 1, or 3) Return the Equipment per paragraph 3.

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

LESSOR ACCEPTANCE

**Modern Office Methods, Inc.
dba Document Solutions**

LESSOR

SIGNATURE

TITLE

DATED

CUSTOMER ACCEPTANCE

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto.

City of Reynoldsburg Police Department

X

Mayor

CUSTOMER (as referenced above)

SIGNATURE

TITLE

DATED

31-6400909

FEDERAL TAX I.D. #

PRINT NAME

CONTINUING GUARANTY

You unconditionally and absolutely, jointly and severally, guarantee that Customer will fully and promptly pay and perform all obligations under the Agreement and any addendums and supplements thereto. This is a continuing Guaranty and shall not be revoked by your death, bankruptcy, incompetency or insolvency. You may not terminate or revoke this Guaranty without written notice to us, and this Guaranty shall continue in full force and effect with regard to all of Customer's obligations arising prior to the date of such notice. We may make changes, including compromise or settlement, with the Customer, and you waive any abatement, setoff, defense or counterclaim for any reason and all notice of any changes or default. It is not necessary for us to proceed first against the Customer before enforcing this Guaranty. You certify that the financial information you have given us is true, complete and accurate in all material respects. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents. Without our prior written consent, you will not transfer your obligations under this Guaranty or all or substantially all your assets to anyone. This Guaranty will be binding on your estate, heirs, successors and assigns. We may assign this Guaranty without notice. The undersigned, as to this guaranty, agree(s) to the designated forum and consent(s) to personal jurisdiction, venue, and choice of law as stated in the Agreement, agree(s) to pay all costs and expenses, including attorney fees, incurred by Lessor or Lessor's assignee related to this guaranty and the Agreement. BOTH PARTIES IRREVOCABLY WAIVE ALL RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED HERETO.

X

PRINT NAME OF GUARANTOR

SIGNATURE (AS AN INDIVIDUAL)

HOME PHONE

DATED

1. AGREEMENT: For business purposes only, 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, without limitation, insurance recoveries (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, excluding equipment marked as not financed under this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us. If service and supplies are not included, this Agreement will start on the date we pay the supplier and interim rent/due date adjustments will be in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Agreement start date and the first Payment due date. This Agreement will automatically renew for 12-month term(s) unless you purchase or return the Equipment (according to the conditions herein) and send us written notice between 90 and 150 days (before the end of any term) that you do not want it renewed. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You shall deliver all information requested by us which we deem reasonably necessary to determine your financial condition and faithful performance of the terms hereof.

2. RENT, TAXES AND FEES: You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes. The base Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. We will have the right to 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 check is returned for nonpayment, you will pay us a bad check 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. MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST: At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, if you do not purchase the Equipment, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE: You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, we may (A) secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we place insurance on the Equipment, we will not name you as an insured and your interests may not be fully protected. If we secure insurance on the Equipment, you will pay us an amount for the premium which may be higher than the premium that you would pay if you placed the insurance independently and an insurance fee which may result in a profit to us through an investment in reinsurance; or (B) charge you a monthly property damage surcharge of up to .0035 of the 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 OF 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, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 4%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. 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 loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.

5. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent. Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the new Lessor will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. DEFAULT AND REMEDIES: You will be in default if (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or, if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 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 or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's 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. If we have to 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 what you owe us under this Agreement. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY 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 later 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 UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.

7. SIGNATURES, ADDITIONAL DOCUMENTS, MISC.: The parties agree that the original of this Agreement for enforcement and perfection purposes shall be that copy which bears your original, facsimile, or handwritten computer-generated signature, and which bears our original signature, and such original shall constitute "Tangible Chattel Paper" under the UCC. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider.

8. WARRANTY DISCLAIMERS: YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF THE SUPPLIER, AND NOTHING THE SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY 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 NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.

9. LAW, JURY WAIVER: Agreements, promises and commitments made by Lessor, concerning loans and other credit extensions must be in writing, express consideration and be signed by Lessor to be enforceable. This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with the law of the state of the principal place of business of Lessor or its assignee. You consent to jurisdiction and venue of any state or federal court in the state the Lessor or 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, YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.

10. MAINTENANCE AND SUPPLIES: This Document Management Agreement includes full service, parts and labor, drum, developer, toner, toner waste bag (paper, transparency film, staples, labels and any item not specifically listed are not included in the plan, but may be purchased through us.) You shall be responsible for ordering and maintaining an adequate inventory of consumable supplies. No more than 60 days' average usage should be kept on hand at any one time. A meter read and serial number will be requested at time of order. You agree to use consumable supplies ordered hereunder only in connection with Equipment subject to this Agreement. We shall review, from time to time, consumable supplies ordered by and shipped to you and the actual impression volume made on Equipment covered by this Agreement. In the event of a significant variance between the amount and/or type of consumable supplies ordered and the type of and/or impression volume made on such Equipment we shall have the right to charge you for any variance in excess of 20%. Variance will be calculated using manufacturer's recommended yield. All supplies in your possession belong to Modern Office Methods, Inc. dba Document Solutions and will be made available to us if this Agreement is canceled for any reason, including non-payment. Such returned consumable supplies will not be credited to your account. If this Agreement expires or is terminated, we shall be permitted to pick-up the quantity of unused consumable supplies which are in your inventory for use in connection with the unit(s) of Equipment subject to such expired or terminated Agreement. (A) Scope of Coverage: This Agreement covers all labor and materials for adjustment (excluding densitometer), repair and/or replacement of parts necessitated by the normal use of the Equipment, except as provided herein. Damage to the Equipment or its parts arising from misuse, abuse, negligence or cause beyond our control, such as use beyond buyers' lab recommended volume or Acts of God, are not covered and will be charged to you at the then current per call Modern Office Methods, Inc. dba Document Solutions' service rate. In addition, we may terminate this Agreement in the event the Equipment is modified, damaged, altered or serviced by personnel other than those authorized by us, or the parts or supplies used are not authorized by us. (B) Service Calls: Service Calls under this Agreement will be made during normal business hours (Monday through Friday, 8:00 a.m. - 5:00 p.m.) by the authorized service center in the area of the installation address shown on the face of this Agreement. Travel and labor time for calls made outside of normal business hours, on weekends or holidays, if available, will be charged at the overtime rates in effect at the time the call is made. All toner included in the Agreement is based off manufacturer's stated yields, at 6% coverage. We may charge you a supply freight fee to cover our costs of shipping supplies to you. All 11" x 17" impressions will count as two meter impressions per side. If third-party hardware and/or software maintenance support for the Equipment is required by you, you understand that the support plan for such third-party maintenance has been acquired by us on your behalf and payment for such support is included in the Payment for the term specified on this Agreement. Such third-party maintenance will be performed by a third-party vendor. For third-party maintenance, please refer to the terms and conditions of the agreement(s) with the third-party vendor. Furthermore, the third-party maintenance support will begin with the third-party shipment date to us.

11. OVERAGES AND COST ADJUSTMENTS: You agree to comply with our billing procedures including, but not limited to, providing us with periodic meter readings on the Equipment. At the end of the first 12 months after commencement of this Agreement, and once each successive 12-month period thereafter, we may increase the Payment and the per impression charge that exceeds the number of impressions originally designated in this Agreement ("Overages") by a maximum of 15% of the existing per impression charge.

12. UPGRADE AND DOWNGRADE PROVISION: AFTER COMMENCEMENT OF THE AGREEMENT AND UPON YOUR WRITTEN REQUEST, AT OUR SOLE DISCRETION, WE MAY REVIEW YOUR IMPRESSION VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING THE EQUIPMENT TO ACCOMMODATE YOUR BUSINESS NEEDS.

13. METER READING: You agree to comply with any billing procedures designated by us, including notifying us of the meter reading at the end of each month. If after two notices, through no fault of Modern Office Methods, Inc. dba Document Solutions, we are unable to get a meter reading, we may estimate the reading and bill you accordingly. You will pay the invoice based on the estimated read. An adjustment will be made on a future invoice to reflect any difference between the estimated and actual read.

14. TRANSITION BILLING: In order to facilitate an orderly transition, including installation and training, and to provide a uniform billing cycle, the start date of this Agreement (the "Effective Date") will be a date after the certification of acceptance of the Equipment, as shown on the first invoice. The payment for this transition period will be based on the base minimum usage payment, prorated on a 30-day calendar month, and will be added to your first monthly Payment.

STATE AND LOCAL GOVERNMENT ADDENDUM

Addendum to Agreement # , dated , between , as Customer and **Modern Office Methods, Inc. dba Document Solutions**, as Lessor.

The parties wish to amend the above-referenced Agreement to add the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: Customer hereby represents and warrants to Lessor that: (a) Customer has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Lessor, is attached hereto), to execute and deliver the Agreement and to carry out its obligations hereunder; (b) All legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of the Agreement; (c) The Agreement is in compliance with all laws applicable to Customer, including any debt limitations or limitations on interest rates or finance charges; (d) The Equipment will be used by Customer only for essential governmental or proprietary functions of Customer consistent with the scope of Customer's authority and 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; Customer's need for the Equipment is not expected to diminish during the term of the Agreement; (e) Customer has funds available to pay contracted Payments until the end of its current appropriation period, and it intends to request funds to make contracted Payments in each appropriation period, from now until the end of the term of the Agreement; (f) Customer's exact legal name is as set forth on page one of the Agreement; and (g) Customer will not change its legal name in any respect without giving thirty (30) days prior written notice to Lessor.

NON-APPROPRIATION: If either sufficient funds are not appropriated to make contracted Payments under the Agreement or (to the extent required by applicable law) the Agreement is not renewed, the Agreement shall terminate and Customer 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, Customer shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to Lessor. If Customer fails to deliver possession of the Equipment to Lessor, the termination shall nevertheless be effective but Customer shall be responsible 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 the Customer fails to deliver possession and for any other loss suffered by Lessor as a result of Customer's failure to deliver possession as required. Customer shall notify Lessor in writing within seven (7) days after either the failure of the Customer to appropriate funds sufficient for the payment of the contracted Payments or (to the extent required by applicable law) the Agreement is not renewed, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to Customer.

ENTIRE AGREEMENT: Customer agrees 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 document.

The parties wish to amend the above-referenced Agreement by restating the following:

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: Copier Contract 2016 (1458 : Purchase of Copiers for PD)

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: (a) 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, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement."

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 Customer is 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 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. dba Document Solutions

Lessor

Signature

Title

Date

City of Reynoldsburg Police Department

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.



DOCUMENT MANAGEMENT AGREEMENT

APPLICATION NO.

AGREEMENT NO.

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. dba Document Solutions.

CUSTOMER INFORMATION

FULL LEGAL NAME City of Reynoldsburg Police Department			STREET ADDRESS 7240 E Main St		
CITY Reynoldsburg	STATE Oh	ZIP 43068	PHONE 614-322-6800	FAX	
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 METER - COLOR
Canon irC3330i		470.81	4000	2000	.01	.063		
replacing Disp. inv. going to Clerk of Courts								

OR

EQUIPMENT WITH CONSOLIDATED MINIMUMS

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER - B&W	STARTING METER - COLOR
Monthly Payment* \$	B&W Impressions per Month	B&W Overages* \$	
	Color Impressions per Month	Color Overages* \$	

TERM AND PAYMENT SCHEDULE

Term in 60 Months The contract payment ("Payment") period is monthly unless otherwise indicated. *plus applicable taxes

METER READINGS VERIFIED: B&W - QUARTERLY COLOR - QUARTERLY ☐ See the attached Schedule "A" ☐ See the attached Billing Schedule

By initialing here, you agree that service and supplies are not included in this Agreement.

END OF AGREEMENT OPTIONS

You will have the following option at the end of the original term, provided that no event of default under the Agreement has occurred and is continuing. To the extent that any purchase option indicates that the purchase price will be the "Fair Market Value" (or "FMV"), such term means the value of the Equipment in continued use. 1) Purchase all but not less than all the Equipment for the Fair Market Value per paragraph 1, 2) Renew the Agreement per paragraph 1, or 3) Return the Equipment per paragraph 3.

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

LESSOR ACCEPTANCE

Modern Office Methods, Inc. dba Document Solutions	
LESSOR	SIGNATURE TITLE DATED

CUSTOMER ACCEPTANCE

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto.

City of Reynoldsburg Police Department	X	Mayor
CUSTOMER (as referenced above)	SIGNATURE	TITLE DATED
31-6400909		
FEDERAL TAX I.D. #	PRINT NAME	

CONTINUING GUARANTY

You unconditionally and absolutely, jointly and severally, guarantee that Customer will fully and promptly pay and perform all obligations under the Agreement and any addendums and supplements thereto. This is a continuing Guaranty and shall not be revoked by your death, bankruptcy, incompetency or insolvency. You may not terminate or revoke this Guaranty without written notice to us, and this Guaranty shall continue in full force and effect with regard to all of Customer's obligations arising prior to the date of such notice. We may make changes, including compromise or settlement, with the Customer, and you waive any abatement, setoff, defense or counterclaim for any reason and all notice of any changes or default. It is not necessary for us to proceed first against the Customer before enforcing this Guaranty. You certify that the financial information you have given us is true, complete and accurate in all material respects. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents. Without our prior written consent, you will not transfer your obligations under this Guaranty or all or substantially all your assets to anyone. This Guaranty will be binding on your estate, heirs, successors and assigns. We may assign this Guaranty without notice. The undersigned, as to this guaranty, agree(s) to the designated forum and consent(s) to personal jurisdiction, venue, and choice of law as stated in the Agreement, agree(s) to pay all costs and expenses, including attorney fees, incurred by Lessor or Lessor's assignee related to this guaranty and the Agreement. BOTH PARTIES IRREVOCABLY WAIVE ALL RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED HERETO.

X	
PRINT NAME OF GUARANTOR	SIGNATURE (AS AN INDIVIDUAL) HOME PHONE DATED

1. AGREEMENT: For business purposes only, 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, without limitation, insurance recoveries (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, excluding equipment marked as not financed under this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us. If service and supplies are not included, this Agreement will start on the date we pay the supplier and interim rent/due date adjustments will be in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Agreement start date and the first Payment due date. This Agreement will automatically renew for 12-month term(s) unless you purchase or return the Equipment (according to the conditions herein) and send us written notice between 90 and 150 days (before the end of any term) that you do not want it renewed. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You shall deliver all information requested by us which we deem reasonably necessary to determine your financial condition and faithful performance of the terms hereof.

2. RENT, TAXES AND FEES: You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes. The base Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. We will have the right to 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 check is returned for nonpayment, you will pay us a bad check 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. MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST: At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, if you do not purchase the Equipment, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE: You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, we may (A) secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we place insurance on the Equipment, we will not name you as an insured and your interests may not be fully protected. If we secure insurance on the Equipment, you will pay us an amount for the premium which may be higher than the premium that you would pay if you placed the insurance independently and an insurance fee which may result in a profit to us through an investment in reinsurance; or (B) charge you a monthly property damage surcharge of up to .0035 of the 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 OF 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, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 4%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. 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 loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.

5. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent. Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the new Lessor will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. DEFAULT AND REMEDIES: You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 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 or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's 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. If we have to 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 what you owe us under this Agreement. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY 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 later 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 UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.

7. SIGNATURES, ADDITIONAL DOCUMENTS, MISC.: The parties agree that the original of this Agreement for enforcement and perfection purposes shall be that copy which bears your original, facsimile, or handwritten computer-generated signature, and which bears our original signature, and such original shall constitute "Tangible Chattel Paper" under the UCC. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing any telephone number, text or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider.

8. WARRANTY DISCLAIMERS: YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF THE SUPPLIER, AND NOTHING THE SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY 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 NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.

9. LAW, JURY WAIVER: Agreements, promises and commitments made by Lessor, concerning loans and other credit extensions must be in writing, express consideration and be signed by Lessor to be enforceable. This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with the law of the state of the principal place of business of Lessor or its assignee. You consent to jurisdiction and venue of any state or federal court in the state the Lessor or 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, YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.

10. MAINTENANCE AND SUPPLIES: This Document Management Agreement includes full service, parts and labor, drum, developer, toner, toner waste bag (paper, transparency film, staples, labels and any item not specifically listed are not included in the plan, but may be purchased through us.) You shall be responsible for ordering and maintaining an adequate inventory of consumable supplies. No more than 60 days' average usage should be kept on hand at any one time. A meter read and serial number will be requested at time of order. You agree to use consumable supplies ordered hereunder only in connection with Equipment subject to this Agreement. We shall review, from time to time, consumable supplies ordered by and shipped to you and the actual impression volume made on Equipment covered by this Agreement. In the event of a significant variance between the amount and/or type of consumable supplies ordered and the type of and/or impression volume made on such Equipment we shall have the right to charge you for any variance in excess of 20%. Variance will be calculated using manufacturer's recommended yield. All supplies in your possession belong to Modern Office Methods, Inc. dba Document Solutions and will be made available to us if this Agreement is canceled for any reason, including non-payment. Such returned consumable supplies will not be credited to your account. If this Agreement expires or is terminated, we shall be permitted to pick-up the quantity of unused consumable supplies which are in your inventory for use in connection with the unit(s) of Equipment subject to such expired or terminated Agreement. (A) Scope of Coverage: This Agreement covers all labor and materials for adjustment (excluding densitometer), repair and/or replacement of parts necessitated by the normal use of the Equipment, except as provided herein. Damage to the Equipment or its parts arising from misuse, abuse, negligence or cause beyond our control, such as use beyond buyers' lab recommended volume or Acts of God, are not covered and will be charged to you at the then current per call Modern Office Methods, Inc. dba Document Solutions' service rate. In addition, we may terminate this Agreement in the event the Equipment is modified, damaged, altered or serviced by personnel other than those authorized by us, or the parts or supplies used are not authorized by us. (B) Service Calls: Service Calls under this Agreement will be made during normal business hours (Monday through Friday, 8:00 a.m. - 5:00 p.m.) by the authorized service center in the area of the installation address shown on the face of this Agreement. Travel and labor time for calls made outside of normal business hours, on weekends or holidays, if available, will be charged at the overtime rates in effect at the time the call is made. All toner included in the Agreement is based off manufacturer's stated yields, at 6% coverage. We may charge you a supply freight fee to cover our costs of shipping supplies to you. All 11" x 17" impressions will count as two meter impressions per side. If third-party hardware and/or software maintenance support for the Equipment is required by you, you understand that the support plan for such third-party maintenance has been acquired by us on your behalf and payment for such support is included in the Payment for the term specified on this Agreement. Such third-party maintenance will be performed by a third-party vendor. For third-party maintenance, please refer to the terms and conditions of the agreement(s) with the third-party vendor. Furthermore, the third-party maintenance support will begin with the third-party shipment date to us.

11. OVERAGES AND COST ADJUSTMENTS: You agree to comply with our billing procedures including, but not limited to, providing us with periodic meter readings on the Equipment. At the end of the first 12 months after commencement of this Agreement, and once each successive 12-month period thereafter, we may increase the Payment and the per impression charge that exceeds the number of impressions originally designated in this Agreement ("Overages") by a maximum of 15% of the existing per impression charge.

12. UPGRADE AND DOWNGRADE PROVISION: AFTER COMMENCEMENT OF THE AGREEMENT AND UPON YOUR WRITTEN REQUEST, AT OUR SOLE DISCRETION, WE MAY REVIEW YOUR IMPRESSION VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING THE EQUIPMENT TO ACCOMMODATE YOUR BUSINESS NEEDS.

13. METER READING: You agree to comply with any billing procedures designated by us, including notifying us of the meter reading at the end of each month. If after two notices, through no fault of Modern Office Methods, Inc. dba Document Solutions, we are unable to get a meter reading, we may estimate the reading and bill you accordingly. You will pay the invoice based on the estimated read. An adjustment will be made on a future invoice to reflect any difference between the estimated and actual read.

14. TRANSITION BILLING: In order to facilitate an orderly transition, including installation and training, and to provide a uniform billing cycle, the start date of this Agreement (the "Effective Date") will be a date after the certification of acceptance of the Equipment, as shown on the first invoice. The payment for this transition period will be based on the base minimum usage payment, prorated on a 30-day calendar month, and will be added to your first monthly Payment.

Applicati

100 East Campus View Blvd. • Columbus, OH 43235

CUSTOMER INFORMATION

LEGAL COMPANY NAME		ADDRESS	
City of Reynoldsburg Police Department		7240 E Main St	
CITY	STATE	ZIP	PHONE
Reynoldsburg	Oh	43068	614-322-6800
FED. TAX I.D. #			
31-6400909			
CONTACT PERSON		E-MAIL ADDRESS	
Leslie Clark		ckristy@reypd.com	
TYPE OF BUSINESS		STATE OF INCORPORATION	
☐ Corporation ☐ Proprietorship ☐ Partnership		Oh	
# OF YEARS IN BUSINESS UNDER CURRENT OWNERSHIP	# OF EMPLOYEES	DESCRIPTION OF BUSINESS	
		Police Department	
BILLING ADDRESS (IF DIFFERENT FROM ABOVE)		CITY	STATE
			ZIP

PERSONAL DATA

NAME OF OWNER #1		TITLE		NAME OF OWNER #2		TITLE	
ADDRESS		CITY/STATE/ZIP		ADDRESS		CITY/STATE/ZIP	
HOME PHONE		DATE OF BIRTH		HOME PHONE		DATE OF BIRTH	
SOCIAL SECURITY #		OWNERSHIP %		SOCIAL SECURITY #		OWNERSHIP %	

REFERENCE DATA

LIST PRESENT BANK(S) - PREVIOUS BANK IS REQUIRED IF APPLICANT HAS BEEN AT PRESENT BANK LESS THAN TWO YEARS			
PRESENT BANK OF APPLICANT		PREVIOUS OR SECOND BANK OF APPLICANT	
BRANCH	PHONE	BRANCH	PHONE
NAME OF BANK OFFICER	ACCT. #	NAME OF BANK OFFICER	ACCT. #
TRADE REFERENCES NAME AND ADDRESS		PHONE	CONTACT
1.			
2.			
3.			

Each individual signing below certifies that the information provided in this credit application is accurate and complete. Each individual signing below authorizes you or any assignee or funding source which may be utilized (collectively referred to as "Lenders") to obtain information from the references listed above and obtain a consumer credit report that will be ongoing and relate not only to the evaluation and/or extension of the business credit requested, but also for purposes of reviewing the account, increasing the credit line on the account (if applicable), taking collection action on the account, and for any other legitimate purpose associated with the account as may be needed from time to time. Each individual signing below further waives any right or claim which such individual would otherwise have under the Fair Credit Reporting Act in the absence of this continuing consent.

X

OWNER #1 - SIGNATURE	SIGNER'S PRINTED NAME	DATE
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X

OWNER #2 - SIGNATURE	SIGNER'S PRINTED NAME	DATE
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ECOA NOTICE (TO BE RETAINED BY APPLICANT)

Thank you for your business credit application. We will review it carefully and get back to you promptly. If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain that statement, please contact us within 60 days from the date that you are notified of our decision. We will send you a written statement of the reasons for the denial within 30 days of your request for the statement. NOTICE: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract), because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers our compliance with this law is the Office of the Comptroller of the Currency, Equal Credit Opportunity, Washington, DC 20219.

IMPORTANT NEW CUSTOMER INFORMATION

To help the government fight the funding of terrorism and money laundering activities, Federal law requires financial institutions to obtain, verify and record identifying information on new customers. The personal data requested above will allow us to identify each person signing this application. We may also ask for copies of driver's licenses or other identifying documents.

27113 - 02/01/2011

Attachment: Copier Contract 2016 (1458 : Purchase of Copiers for PD)



Site Survey



v11.21.13

General			
Company	City of Reynoldsburg Police Department	Contact	Cheryl Kristy
Address	7240 E Main St	Phone #	614-322-6932
City St Zip	Reynoldsburg Oh 43068	e-Mail	ckristy@reypd.com
		Order #	
		Sales Rep	Dan Lamatrice
		Date	3/14/2016
Delivery Information			
Model	Canon iRC5240	Steps	☒
Location	7240 E Main St	Elevator	☐
IPAddress		Dock	☐
Model	Canon iR4235	Steps	☐
Location	7240 E Main St	Elevator	☐
IPAddress		Dock	☐
Model	Canon iRC330i	Steps	☐
Location	7240 E Main St	Elevator	☐
IPAddress		Dock	☐
Connectivity & Software			
IT Contact		☐ Hot Swap	☐ User Codes ☒ Scan to Email ☐ Fiery / Creo
IT Phone		☐ Demo Unit	☐ Desktop Fax ☒ Scan to Folder ☐ Spectrophotometer
IT Email			☐ Fax Forward ☐ PPDM ☐ PS for Macs
☒ Internal ☐ Outsourced ☐ None			
Who will be networking the equipment?		Is there a network drop available within 5 feet of the machine?	☒ Yes ☐ No
☒ MOM ☐ Client ☐ Not Connected		Is there a fax line available within 5 feet of the machine?	☒ Yes ☐ No
Modern Office Methods would like to install a Data Collection Agent (DCA) on your network so we can more effectively care for your equipment needs. This DCA will send basic MIB data to us which includes equipment information such as meter reads, models, serial numbers and toner levels. This information will allow us to gather your contracted meter data without interfering with the productivity of your employees and will assist us in monitoring the serviceability of your equipment. ☒ DCA Already Installed ☐ DCA Install Approved			
Network Services - Installation Rates Charge		Software Acknowledgement & Release	
Network installation charges include up to 2 hours of install time per machine that is sold. Additional time required to complete the install will be billed at a rate of \$150.00/hr with a minimum of 1 hour. Software packages and/or solutions will have additional charges applied based on the agreed Scope of Work.		Client hereby acknowledges that it has requested Modern Office Methods to install certain software or hardware products ("the products") on client's computer hardware, peripherals, network hardware, and network software ("the computer"). Client acknowledges that Modern Office Methods has no knowledge or control over the type of software currently on the client's computer or the environment in which it operates some software, including existing software which may contain configurations or algorithms which are incompatible with the products. Client acknowledges that because of these and other factors which are beyond the control of Modern Office Methods, there are risks associated with the installation or service of the products including, without limitations, the risk that the data on the computer may be damaged or deleted. Client acknowledges that it is advisable and the sole responsibility of the client, prior to installation or service of products, to back up all data contained on the computer which the client, in its sole discretion, deems necessary, including, without limitations, all directories, subdirectories and partitions. If any data is damaged or deleted, client is responsible for restoring such data to the computer. In consideration of Modern Office Methods agreeing to perform such installation, client agrees for itself, its employees, agents, successors and assigns from any and all claims, debts, costs, liabilities, expenses, damages, actions and causes of action of service, maintenance, function or use of the products and the actions of any employees or agents of Modern Office Methods related to the installation, maintenance, function, or use of the software or hardware.	
Connectivity Warranty Modern Office Methods warrants the connectivity for 30 days. In any instance, even within the 30-day warranty period, the client updates the operating system, upgrades the network server, and/or purchases a new workstation, thus requiring additional service(s) connecting the Modern Office Methods device; this service will be billed at a rate of \$150.00 per hour with a 1 hour minimum.			
Client Responsibilities Data ports, network drops, network cables, USB/Firewire/Parallel cables, network switches, analog fax ports, fax cables and power receptacles are to be provided by the client. - Provide a dedicated polarized electrical power outlet. - Provide a dedicated analog fax line if faxing is required. - Provide a dedicated active network port and proper cabling. - Provide adequate space for the equipment meeting the manufacturer's specifications. - Provide a network administrator on site or have administrator available by phone for installation support and training.			
Signature _____ Network Installation Terms & Conditions Acceptance		Date _____	
Post-Installation Training			
		☒ Yes ☐ No	
Key Operator Contact	Cheryl Kristy	Phone #	614-322-6932
		e-Mail	ckristy@reypd.com
Special Instructions			

Attachment: Copier Contract 2016 (1458 : Purchase of Copiers for PD)

Hard Drive Security

- ☒ I request Modern Office Methods perform a **Quick Format** of the machine(s) indicated. I understand this procedure eliminates the path to find information on the hard drive, but does not clear the hard drive of all data. While it would be tremendously difficult, if someone has the appropriate tools it may be possible to get data from the hard drive, thus posing a potential security risk. There is no charge for this service.
- ☐ I request Modern Office Methods perform a **Secure Hard Drive Overwrite meeting DoD Standard requirements**. I understand that once overwritten, the data will not be recoverable. I agree to pay Modern Office Methods \$175 per hard drive they overwrite and understand that some devices have more than one hard drive. Modern Office Methods will provide an overwrite certificate(s) upon completion.
- ☐ I request Modern Office Methods **REMOVE** the hard drive(s) from the machine(s) indicated. (MOM will only perform this service on machines we sell or service.) I understand that hard drive removal may render the machine(s) inoperable and agree to hold Modern Office Methods harmless for all loss of data and machine functionality. This may be important for any machine that is on a lease contract. I understand that some devices have more than one hard drive and agree to pay Modern Office Methods \$300 per hard drive that is removed. You will be responsible for replacing any hard drive that is removed in order to make the machine operable again.

Client agrees to hold Modern Office Methods, it's owners, employees & assigns harmless from any & all claims, including attorneys fees and costs. Client acknowledges its full responsibility for any damages and/or financial penalties which may be incurred.

Client Signature: _____

Title: _____

Date: _____

HD Security Terms & Conditions Acceptance

Client Asset Pick-up Authorization

"Remove" & Transfer Ownership to MOM

I request that Modern Office Methods (MOM) remove the asset(s) indicated below including all accessories. I acknowledge that we (client) own the equipment & are transferring ownership of the asset(s) wholly to Modern Office Methods. I understand that we will remain responsible for all current and future charges due on the asset(s) including, but not limited to, lease payments, lease buyouts, service invoices, etc. We will hold Modern Office Methods harmless for all charges due against the asset(s). We agree that the asset(s) will not be available for return once MOM receives the asset(s).

Print Name _____

Signature _____

"Return" to Leasing Company with RMA

I request that Modern Office Methods (MOM) remove the asset(s) indicated below including all accessories and arrange to have the asset(s) returned to the leasing company per the leasing company's instructions. I acknowledge that we (Client) are responsible for all current and future charges due on the lease agreement(s) and will hold Modern Office Methods harmless for any and all additional charges incurred due to return delays, missing items/accessories, or damage that occurs to asset(s). Return shipping charges of \$500 per device will apply.

Print Name _____

Signature _____

"Store" in MOM Warehouse

I request that Modern Office Methods (MOM) remove the asset(s) indicated below including all accessories and store asset(s) in Modern Office Methods' warehouse. I acknowledge that Modern Office Methods is not insuring asset(s) and we (client) will hold Modern Office Methods harmless for any loss or damage to the asset(s) that occurs outside of Modern Office Method's control. Storage charges to client will accrue at the rate of \$25 per week per device and are payable upon MOM's disposition of the asset(s) or the return of the asset(s) to client.

Print Name _____

Signature _____

Asset(s) To Be Picked Up

Model	Canon iRC5035	Serial #	GNW55725	Location	7240 East Main St	☐ "Remove"	☒ "Return"	☐ "Store"
Model	Canon iR2535	Serial #	FUG30481	Location	7240 E Main St	☐ "Remove"	☒ "Return"	☐ "Store"
Model	*Canon iRC5030P	Serial #	GNG60207	Location	7240 E Main St *	☐ "Remove"	☒ "Return"	☐ "Store"
Model		Serial #		Location		☐ "Remove"	☐ "Return"	☐ "Store"

Asset(s) To Be Relocated

Model	Serial #	Address	Contact	Phone
Model	Serial #	Address	Contact	Phone
Model	Serial #	Address	Contact	Phone
Model	Serial #	Address	Contact	Phone

Relocation Pricing: Machine relocation within a facility in Zone 1 or 2 = \$100. Relocation to a different facility in Zone 1 or 2 = \$200. Add \$50 per each additional service zone & \$100 per machine for each additional person required for the move. After the first machine in a facility, each additional machine will be charged at \$50. The need for a DSE will be charged at \$150 / hour. Moving on stairs will require a written quote.

Additional Comments or Information For Assets To Be Picked Up or Relocated

Addendum - Pre-Installation Site Survey

Company	Address	City St Zip
Install Contact	Phone	eMail
Training Contact	Phone	eMail
Network Contact	Phone	eMail

[illegible]



Sales and Use Tax Blanket Exemption Certificate

The purchaser hereby claims exception or exemption on all purchases of tangible personal property and selected services made under this certificate from:

Document Solutions, A Division of Modern Office Methods

(Vendor's name)

and certifies that the claim is based upon the purchaser's proposed use of the items or services, the activity of the purchase, or both, as shown hereon:

Government

Purchaser must state a valid reason for claiming exception or exemption.

Purchaser's name

7240 E Main St

Street address

Reynoldsburg Oh 43068

City, state, ZIP code

City Auditor

Signature

Title

Date signed

31-6400909

Vendor's license number, if any

Vendors of motor vehicles, titled watercraft and titled outboard motors may use this certificate to purchase these items under the "resale" exception. Otherwise, purchaser must comply with either rule 5703-9-10 or 5703-9-25 of the Administrative Code. This certificate cannot be used by construction contractors to purchase material for incorporation into real property under an exempt construction contract. Construction contractors must comply with rule 5703-9-14 of the Administrative Code.

Attachment: Copier Contract 2016 (1458 : Purchase of Copiers for PD)

**CERTIFICATE OF THE FISCAL OFFICER FOR A
LOCAL GOVERNMENT TRANSACTION IN THE STATE OF
OHIO**

I do hereby certify that:

a) I am the Fiscal Officer of the _____ ("Lessee") and;

b) I have reviewed Lease Agreement no. _____ with Modern Office Methods as Lessor and that the amount required to meet the obligation in the fiscal year in which the contract is made has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

FISCAL OFFICER

By: _____

Printed Name: _____

Date: _____

Attachment: Copier Contract 2016 (1458 : Purchase of Copiers for PD)

STATE AND LOCAL GOVERNMENT ADDENDUM

Addendum to Agreement # _____, dated _____, between _____, as Customer and **Modern Office Methods, Inc. dba Document Solutions**, as Lessor.

The parties wish to amend the above-referenced Agreement to add the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: Customer hereby represents and warrants to Lessor that: (a) Customer has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Lessor, is attached hereto), to execute and deliver the Agreement and to carry out its obligations hereunder; (b) All legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of the Agreement; (c) The Agreement is in compliance with all laws applicable to Customer, including any debt limitations or limitations on interest rates or finance charges; (d) The Equipment will be used by Customer only for essential governmental or proprietary functions of Customer consistent with the scope of Customer's authority and 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; Customer's need for the Equipment is not expected to diminish during the term of the Agreement; (e) Customer has funds available to pay contracted Payments until the end of its current appropriation period, and it intends to request funds to make contracted Payments in each appropriation period, from now until the end of the term of the Agreement; (f) Customer's exact legal name is as set forth on page one of the Agreement; and (g) Customer will not change its legal name in any respect without giving thirty (30) days prior written notice to Lessor.

NON-APPROPRIATION: If either sufficient funds are not appropriated to make contracted Payments under the Agreement or (to the extent required by applicable law) the Agreement is not renewed, the Agreement shall terminate and Customer 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, Customer shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to Lessor. If Customer fails to deliver possession of the Equipment to Lessor, the termination shall nevertheless be effective but Customer shall be responsible 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 the Customer fails to deliver possession and for any other loss suffered by Lessor as a result of Customer's failure to deliver possession as required. Customer shall notify Lessor in writing within seven (7) days after either the failure of the Customer to appropriate funds sufficient for the payment of the contracted Payments or (to the extent required by applicable law) the Agreement is not renewed, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to Customer.

ENTIRE AGREEMENT: Customer agrees 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 document.

The parties wish to amend the above-referenced Agreement by restating the following:

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.

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: (a) 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, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement."

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 Customer is 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 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. dba Document Solutions

Lessor

Signature

Title

Date

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.

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

DATE: July 11, 2016**TO: Finance Committee****RE: Authorizing the Mayor to enter into a collective bargaining agreement with Ohio Patrolmen's Benevolent Association from January 1, 2016 thru December 31, 2018 and declaring it an emergency.**

Emergency/Suspension: Emergency

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

Statement of necessity: for the financial needs of the City's government.

Requesting authorization for the Mayor to enter into a collective bargaining agreement with Ohio Patrolmen's Benevolent Association from January 1, 2016 thru December 31, 2018 and declaring it an emergency.

CONTRACT BETWEEN
THE CITY OF REYNOLDSBURG
AND
THE OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION

JANUARY 1, 2016 THROUGH DECEMBER 31, 2018

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ARTICLE 1 CONTRACT

Section 1.1 Contract. This Contract is made and entered into by and between the City of Reynoldsburg, Ohio (hereinafter referred to as the “City”), and the Ohio Patrolmen’s Benevolent Association (hereinafter referred to as the OPBA).

Section 1.2 Purpose. This Contract is made for the purpose of maintaining the efficient operation of the Division of Police, for promoting cooperation, and orderly, constructive and harmonious relations between the City, the members of the bargaining units represented by the OPBA (hereinafter referred to as “member” or “members”), and the OPBA.

Section 1.3 Legal References.

- A. Unless otherwise indicated, the terms used in this Contract shall be interpreted in accordance with the provisions of Chapter 4117 of the Revised Code. Where this Contract makes no specification about a matter, the City, members and the OPBA are subject to all applicable federal and state laws or local ordinances pertaining to the wages, hours, and terms and conditions of employment for public employees. However, said laws and ordinances are not incorporated into this Contract. Laws pertaining to civil rights, affirmative action, unemployment compensation, workers’ compensation, and retirement of members are not superseded by this Contract, except where supplemental workers’ compensation or supplemental unemployment compensation have been negotiated and included herein. The conduct and grading of civil service examinations, the rating of candidates, the establishment of eligibility lists from the examinations and the original appointments from the eligibility lists are not subjects of bargaining under this Contract.

- B. Should any part of this Contract be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of this Contract be restrained by any such tribunal pending a final determination as to its validity, such invalidation or temporary restraint shall not invalidate or affect the remaining portions hereof or the application of such portions to persons or circumstances other than those to whom or to which it has been held invalid or has been restrained. In the event of invalidation of any portion of this Contract, upon written request by either party, the parties shall meet within a reasonable time (not to exceed 28 calendar days) in an attempt to modify the invalidated provision through negotiations.

Section 1.4 Sanctity of Contract. Unless otherwise specifically provided in this Contract, no changes in this Contract shall be negotiated during its duration unless there is a written accord by and between the parties hereto to do so. Any negotiated changes, to be effective and incorporated in this Contract, must be in writing and signed by the parties.

Section 1.5 Past Practices. The City and OPBA acknowledge that certain customs and practices presently exist on a Division-wide basis with respect to the operation of the Division of Police that are too detailed to be set forth herein. Such customs and practices are defined as having been in effect for a period of time and known to the Chief. One incident does not generally constitute a past practice, but may, by affirmative action on the part of a Lieutenant or the Chief

constitute a past practice or custom. The City agrees not to alter such customs and practices without advance notice to the OPBA President, when practicable.

A meeting of the Labor-Management committee to discuss any proposed alterations will be held should the OPBA so request. If the proposed alteration violates any provision of this Contract, then it is subject to the Grievance Procedure.

ARTICLE 2 RECOGNITION

Section 2.1 Recognition. The OPBA is recognized by the City as the exclusive representative for all members identified in the Bargaining units described in Section 2.2 in any and all matters relating to wages, hours, and terms and conditions of employment, and the continuation, modification, or deletion of existing provisions of this Contract.

Section 2.2 Bargaining Units. The Bargaining Unit consists of all sworn full-time members of the Division who are of the rank of Sergeant. However if any position is created and filled higher than rank of Lieutenant (but below that of the Chief of Police) then those members in the rank of Lieutenant shall automatically become members of the Bargaining Unit.

ARTICLE 3 OPBA SECURITY

Section 3.1 Dues Deduction. The City agrees to deduct OPBA membership dues in the amount certified by the OPBA to the City, the first pay period of each month from the pay of any OPBA member requesting the same in writing. The City also agrees to deduct OPBA initiation fees and assessments, in the amount certified by the OPBA to the City, the first pay period of each month, in which such fees and assessments are due, from the pay of any appropriate OPBA member. If an OPBA member has insufficient pay due on that payday, such amount shall be deducted from the next or a subsequent pay.

If a deduction is desired, the OPBA member shall sign a payroll deduction form which shall be furnished by the OPBA and presented to the appropriate payroll clerk. The City agrees to furnish to the Financial Secretary of the OPBA, once each calendar month, a warrant in the aggregate amount of the deductions made for that calendar month, together with a listing of the OPBA members for whom deductions were made. Nothing herein shall prohibit OPBA members covered by this Contract from submitting dues directly to the OPBA.

Any OPBA member may withdraw from payment of dues deduction by submitting a letter to the City Auditor and the President of the OPBA expressing the OPBA member's desire to withdraw his or her dues deduction authorization. The OPBA shall be solely responsible for refunding any dues, fees, or assessments to any member.

The City shall provide the OPBA with additional payroll deductions for the purpose of the OPBA providing additional member benefits on a voluntary basis, providing the City's payroll accounting system possesses sufficient capacity and capability for additional deductions.

No other employee organization's dues shall be deducted from any member's pay for the duration of this Contract.

Section 3.2 Fair Share Fee.

- A. Members who are not members of the OPBA shall as a condition of employment pay to the OPBA a fair share fee. The amount of the fair share fee shall be determined by the OPBA, but shall not exceed dues paid by members of the OPBA who are in the Bargaining units. The amount of such fair share fee shall be made known by the OPBA to the City at such times during the term of this Contract as is necessary to be accurate. Such payment shall be subject to an Internal OPBA Rebate Procedure meeting all requirements of state and federal laws.

The OPBA shall supply the City with a copy of its current rebate procedure. If, after review by competent legal counsel, the City has questions about the legality of the procedure, the OPBA will, upon request, arrange a meeting between their legal counsel and counsel representing the City, where the concerns can be fully aired.

- B. For the duration of this Contract, such fair share fee shall be automatically deducted by the City from the payroll check of each member who is not a member of the OPBA. The automatic deduction shall be made in the first pay period of each month. The City agrees to furnish the Financial Secretary of the OPBA once each calendar month, a warrant in the aggregate amount of the fair share fees deducted for that calendar month, together with a listing of the members for whom said deductions are made.
- C. The automatic deduction shall be initiated by the City whenever a member who is not a member of the OPBA has completed his or her first sixty (60) days of employment.

Section 3.3 Indemnification. The OPBA hereby agrees that it will indemnify and hold the City harmless from any claims, actions or proceedings by any employee arising from deductions made by the City in reliance upon the provisions of this Article.

Section 3.4 Use of Intra-Division Mails and E-Mail. The OPBA shall be permitted to utilize the Intra-Division mail and e-mail systems for the purpose of providing information, pertaining to OPBA business or Bargaining unit representation, to members. The OPBA agrees that the use of the mail and e-mail system will be reasonable and limited to providing information that is necessary for the normal conduct of OPBA business or representation of the bargaining units. All mail placed into the mail system by the OPBA shall be the property of the members to whom it is addressed, and such mail shall not be subject to the City's review. No confidentiality shall attach to the OPBA's use of the e-mail system and the City reserves the right to monitor e-mail content and usage.

Section 3.5 Ballot Box. The OPBA shall be permitted, upon prior notification to the Chief, to place a ballot box at the Division headquarters for the purpose of collecting members' ballots on all OPBA issues subject to ballot. Such box shall be the property of the OPBA and neither the ballot box nor its contents shall be subject to the City's review.

This box shall be portable in nature and of a size large enough to collect the ballots of the affected member. The placement of the box shall be in the Roll Call Room. The box will be placed in position for voting not more than six (6) hours prior to the voting and will be removed immediately after the voting period is completed. Further, the OPBA agrees to hold the City and Division harmless from any claims, disputes or lawsuits pertaining to the tampering or other misuse of the ballot box.

Section 3.6 Bargaining Unit(s) Meetings. The OPBA shall be permitted, upon prior notification to the Chief to hold meetings at Division headquarters or other City buildings, rooms or facilities when such facilities have not been previously scheduled for other City business. The notification required under this section shall be in writing, shall be delivered to the Chief at least twenty-four (24) hours prior to the time of the meeting and shall state the date, time and requested location of the meeting.

If it is not practicable for the City to provide the requested location to the OPBA, the City will so notify the requesting party.

No Bargaining unit member or member of the OPBA shall be obligated or asked to divulge to the City information discussed at said meetings.

Section 3.7 Bulletin Board. The OPBA shall be permitted to maintain one (1) bulletin board in each locker room at Division headquarters. OPBA communications and personal communications between members only will be permitted to be posted on this board.

Section 3.8 OPBA Business. The OPBA President, or designee, shall be permitted to transact official OPBA business at Division work sites at reasonable times, provided that normal Division operations shall not thereby be interfered with or interrupted. The Chief, or in the absence of the Chief, the command officer on duty shall be notified in advance of such visitation.

ARTICLE 4 NONDISCRIMINATION

Section 4.1 Joint Pledge. The City and the OPBA shall comply with all applicable laws prohibiting discrimination against any member on the basis of the member's age, race, color, sex, gender, creed, religion, ancestry, national origin, disability, political affiliation, veteran's or military status or application for or participation in the State workers' compensation program.

Section 4.2 City Pledge. The City agrees not to discriminate against any member on the basis of his or her membership or non-membership in the OPBA, nor to discriminate, interfere with, restrain or coerce any member because of or regarding his or her activities as an officer or other representative of the OPBA.

Section 4.3 OPBA Pledge. The OPBA agrees not to interfere with the desire of any member to become and remain a member of the OPBA, or to refrain from OPBA membership. The OPBA agrees to fairly represent all members subject to the provisions and procedures set forth in 4117.11(B)(6) and 4117.12 of the Revised Code.

Section 4.4 Interpretation. Whenever the context so requires, the use of words in the singular shall be construed to include the plural, and words in the plural, the singular.

ARTICLE 5 GRIEVANCE PROCEDURE

Section 5.1 Grievance Defined. A grievance is any unresolved question or dispute based upon the misinterpretation, misapplication or violation of this Contract.

Section 5.2 Qualifications. A grievance can be initiated by the OPBA or an aggrieved member. The OPBA shall not file a grievance on behalf of a member without the member's knowledge. When a group of members desire to file a grievance involving each member of the group in a substantially similar manner, all members shall sign the grievance, and the OPBA may select two (2) members to process the grievance as the designated representatives of the affected group members.

Any OPBA Grievance must be filed in writing at Step 1 within fourteen (14) calendar days of the occurrence which gave rise to the grievance, or within fourteen (14) calendar days of the date on which the OPBA knew or should have known of the occurrence giving rise to the grievance.

A member has the right to present grievances and have them adjusted, without the intervention of the OPBA, as long as the adjustment is consistent with the terms of this Contract and as long as the OPBA has the opportunity to be present at the adjustment.

Section 5.3 Grievance Representatives. Members of the supervisory bargaining unit shall elect one (1) Grievance Representative who shall serve as Grievance Chairman for the unit.

The authorized function of a Grievance Representative shall include the attendance at any City and OPBA joint meetings relating to a grievance and the representation of the OPBA in investigating, processing or coordinating grievances pertaining to the Grievance Procedure contained in the Contract.

A Grievance Representative may be granted release time with pay to perform the function described herein upon approval from the Chief or Chief's designee which approval will not be unreasonably denied. The withholding of approval for release time shall result in an automatic equivalent extension of time limits within which a grievant must appeal his or her grievance or have it heard. Such release time will not be considered for purpose of computing overtime compensation.

Section 5.4 Grievance Procedure The following steps and procedures shall be utilized in the resolution of grievances:

- A. Step 1 - Chief of Police To initiate a grievance, a member shall complete a written Grievance Form and present the grievance to the office of the Chief of Police within fourteen (14) calendar days of the occurrence which gave rise to the grievance, or within fourteen (14) calendar days after the member first became aware of the occurrence giving rise to the grievance; otherwise the grievance will be considered to have no force and effect. In no case will a grievance be considered which is submitted later than forty-five

(45) calendar days following the date of the occurrence. This forty-five (45) calendar day limit is designed to accommodate members who were on leave status at the time of the occurrence. A member returning from leave has fourteen (14) calendar days to file a grievance over an occurrence during the term of his or her leave, provided the forty-five (45) day limit is not exhausted.

The Chief, or Chief's designee, shall investigate the grievance and schedule a meeting with the member and the Grievance Chairman or Grievance Representative within fourteen (14) calendar days of the receipt of the grievance. A designated OPBA Representative may also attend the Step 1 meeting. The Chief or Chief's designee shall investigate and respond in writing to the member within seven (7) calendar days following the Step 1 meeting.

- B. Step 2 - Mayor If the grievance is not resolved in Step 1 and the member wishes to proceed to Step 2, the member shall present the written grievance to the Mayor or Mayor's designee within seven (7) calendar days of the receipt of the response at Step 1. The Mayor or Mayor's designee shall investigate the matter and shall meet with the member and the Grievance Chairman and Grievance Representative within fourteen (14) calendar days of the Mayor or Mayor's designee's receipt of the grievance. A designated OPBA representative may also attend the Step 2 meeting. A response shall be given to the member within fourteen (14) calendar days following the meeting at Step 2.

Section 5.5 Time Off for Presenting Grievances. A member and Grievance Representative shall be allowed time off from regular duties with pay for attendance at scheduled meetings under the Grievance Procedure with prior approval of the Chief, which approval will not be unreasonably withheld. Grievance Meetings at Step 1 and Step 2 shall be held during the grievant's shift hours or immediately before or immediately after said shift hours, as reasonably determined by the Chief.

Section 5.6 Time Limits. It is the City's and the OPBA's intention that all time limits in the Grievance Procedure shall be met. However, to the end of encouraging thoughtful responses at each Step, the OPBA's and the City's designated representatives may mutually agree, at any Step, to extensions of time for response, but any such agreement must be in writing and signed by the parties. If the City does not respond within the specified time limits, the grievance shall automatically advance to the next step. Any Step may be waived by mutual written consent of the parties.

If any office specified for the receipt of a grievance or grievance appeal is closed for an entire day, which day is the last day of the time period prescribed for the filing of a grievance or grievance appeal, then the grievant will be permitted to file his or her grievance or grievance appeal on the next day on which such office is open.

Section 5.7 Representation in Meetings. In each Step of the Grievance Procedure outlined in Section 5.4, certain specific representatives shall be given approval to attend the meetings therein prescribed. It is expected that, in the usual grievance, these will be the only representatives attending such meetings. However, it is understood by the parties that in the interest of resolving grievances at the earliest possible Step, it may be beneficial that other representatives, not specifically designated, be in attendance. Therefore, it is intended that either party may bring additional representatives (who, if members, will attend without pay unless the meeting is held

during the member's regularly scheduled work time) to any meeting held pursuant to the Grievance Procedure, but only upon advance mutual agreement among the parties specifically designed to attend that such additional representatives have input which may be beneficial in attempting to resolve the grievance.

Section 5.8 Grievance Form. The City and the OPBA shall continue to use their jointly developed Grievance Form which shall be provided by the OPBA for use in filing grievances.

Section 5.9 Calendar Days. For the purpose of computing time, "calendar days" as used in this Contract does not include approved leaves or holidays.

Section 5.10 Grievance Content. After the original grievance is filed, the content and substance of the grievance will not be altered at subsequent Steps, except that additional documentation may be provided in support of or in response to the grievance.

ARTICLE 6 ARBITRATION

Section 6.1 Arbitration Procedure. Should a grievant, after receiving the written answer to the grievance at Step Two of the Grievance Procedure, still feel that the grievance has not been satisfactorily resolved, he or she may, upon approval of the OPBA request that the grievance be heard before an arbitrator. The OPBA, must notify the Mayor in writing of the OPBA's intention to proceed to arbitration within twenty-one (21) calendar days of the grievant's receipt of the written response at Step 2.

Section 6.2 Selection of Arbitrator. Following the receipt of the OPBA President's written notification of the OPBA's intention to proceed to arbitration, the parties will jointly request the Arbitration Mediation Services ("AMS") to provide the parties with a panel of seven (7) arbitrators, with Ohio addresses from which the parties can select an arbitrator. If agreement cannot be reached as to one mutually acceptable arbitrator from the panel, an arbitrator will be selected by the representatives of the parties alternately striking names and selecting the final remaining name. The initial strike is to be determined by a coin flip. The parties may also select an arbitrator by mutual agreement at any time.

Section 6.3 Authority of Arbitrator. The arbitrator shall conduct a fair and impartial hearing pertaining to the grievance. The arbitrator shall afford both the City and the OPBA the opportunity to be heard, to present and examine witnesses, to offer documentary and other evidence and to submit post-hearing briefs. The arbitrator shall issue a written decision setting forth his or her decision and rationale in support of said decision. It is expressly understood and agreed that the arbitrator shall be without jurisdiction or authority to detract from, alter, add to or otherwise amend in any respect, any of the provisions of this Contract or any supplements or appendices thereto. It is agreed and understood that the jurisdiction and authority of the arbitrator shall be expressly limited by the provisions of this Contract. It is further agreed that no grievance shall be arbitrated together with any other grievance except by mutual consent of the parties.

Section 6.4 Arbitration Costs. The costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator and the rent, if any, for the hearing shall be borne by the losing party. Each party shall be responsible for its respective AMS fees. In the event that the arbitrator's decision

fails to grant the requested award of either party and represents a "split decision," the cost and fees of the arbitration shall be borne equally by the parties. The arbitrator shall be requested to rule on the assignment of costs at the time of presentation of the award. The expenses of any non-employee witness shall be borne, if any, by the party calling them. The fees of the Court Reporter shall be paid by the party asking for one; such fee shall be split equally if both parties desire a reporter, or request a copy of the transcripts. Any member in attendance for such hearing shall not lose pay or any benefits to the extent such hearing hours are during his or her normally scheduled working hours on the day of the hearing.

Where necessary, the Grievance Chairman or the Grievance Representative who has been responsible for handling the grievance that forms the basis for the arbitration hearing shall be allowed to adjust his or her work hours on the date of the hearing so that he or she may attend the hearing in paid work status. Such request must be made at least seven (7) calendar days in advance of the hearing. Notwithstanding any other provision of this Contract, in the event of such a work hour adjustment, the Chief has the authority to mandate scheduling changes in order to cover the vacated work hours/shift.

Section 6.5 Arbitrator's Findings. The arbitrator's decision and award will be in writing and mailed to the OPBA President and the Mayor, or their designees, within thirty (30) calendar days after the hearing record is closed. The decision of the arbitrator shall be final and binding upon the parties, subject only to appeal under Chapter 2711 of the Ohio Revised Code.

ARTICLE 7 OPBA REPRESENTATION

Section 7.1 OPBA Release Time. The Grievance Chairman shall be released with pay from regular job duties for up to twenty (20) hours per calendar year to attend grievance training sessions conducted by or sponsored by the OPBA. Approval for such release time shall be obtained from the Chief or designee and shall not be unreasonably withheld.

Section 7.2 OPBA Delegates. Duly elected delegates or alternates to the State Conferences of the OPBA shall be allowed to change their days off to coincide with the Conference dates. Any additional time off will be through the use of vacation time.

ARTICLE 8 NO STRIKE/NO LOCKOUT

Section 8.1 No Lockout. The City agrees not to cause, permit, or engage in any lockout of members.

Section 8.2 No Strike. The OPBA agrees that neither it nor any members covered by this Contract, individually or collectively, shall for any reason, engage in strike activity.

- A. The City and OPBA agree that the Grievance Procedure is adequate to provide a fair and final determination of all grievances arising under the terms of this Contract. It is the desire of the OPBA and City to avoid strikes and work stoppages and any and all other conduct set forth above in this Section.

- B. The OPBA and its officers, agents and members shall not authorize, condone, ratify, permit, sanction or acquiesce in any of the activities described in this Section and, should any such activities occur, the OPBA, by its officers, agents and members, shall be obligated to take affirmative steps to terminate such activities including promptly ordering its members to resume their normal work duties, notwithstanding the existence of any picket line.

ARTICLE 9 MANAGEMENT RIGHTS

To assure that the Division continues to perform its legal duties to the public as required and limited by the Ohio and United States Constitutions, the Ohio Revised Code and Federal Statutes and to maintain the efficient and responsive police protection for the citizens of the City of Reynoldsburg, the City retains the right to determine Division policies and procedures and to manage the affairs of the Department in all respects.

Section 9.1 Management Rights. Except where otherwise specifically limited by this Contract, the City retains right and responsibility to:

- A. Determine the size and composition of the Division workforce, the organization structure of the Division and the methods by which operations are to be performed by members;
- B. Manage the Division's budget;
- C. Determine the nature, extent, type, quality and level of services to be provided to the public by members and the manner in which those services will be provided;
- D. Determine, change, maintain, reduce, alter or abolish the technology, equipment, tools, processes or materials members shall use;
- E. Determine job descriptions, procedures and standards for recruiting, selecting, hiring, training and promoting members;
- F. Assign work, establish and/or change working hours, schedules and assignments as deemed necessary by the Division to assure efficient operations;
- G. Direct and supervise members;
- H. Establish and/or modify performance programs and standards, methods, rules and regulations, and policies and procedures applicable to members;
- I. Hire, evaluate, promote, retain, transfer (permanently or temporarily), or assign (permanently or temporarily) members;
- J. Discharge, remove, demote, reduce, suspend, reprimand or otherwise discipline members for just cause;
- K. Lay off members because of lack of work or funds, or under conditions where continued work would be ineffective, nonproductive or not cost effective;

- L. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the City, standards of services, its overall budget, utilization of technology, and organizational structure;
- M. Maintain and improve the efficiency and effectiveness of the City's operations;
- N. Determine the overall methods, process, means or personnel by which the City's operations are to be conducted;
- O. Determine the adequacy of the workforce;
- P. Determine the overall mission of the Employer;
- Q. Effectively manage the workforce; and
- R. Take actions to carry out the mission of the City.

ARTICLE 10

INTERNAL INVESTIGATIONS, CORRECTIVE ACTIONS

DURATION OF RECORDS AND PERSONNEL FILES

Section 10.1 Internal Investigations. This Section is designed to address internal investigations of members. During such investigations, the following criteria apply:

- A. Whenever an investigation appears to be leading to the possibility of a member being disciplined, the member will be so advised, provided a copy of any written complaint or a written narrative of any anonymous complaint and advised of the right to OPBA representation prior to any questioning. During such questioning, the member has the right to be represented by an OPBA representative or a OPBA attorney, provided that such representative is not also a subject of the investigation.
- B. Whenever an investigation appears to be leading to the possibility of criminal charges being brought against a member, the member will be so advised and informed of the general nature of the criminal investigation prior to any questioning. The member may assert his or her right not to answer any questions in a criminal investigation. During any criminal investigation the member has the right to be represented and advised by an attorney.
- C. In all internal investigations, the member's chosen OPBA representative or OPBA Attorney shall have a reasonable period of time to appear for the investigation.
- D. Before a member may be charged with insubordination for refusing to answer questions or participate in any investigation, the member shall be advised that such conduct, if continued, may be the basis for such a charge.
- E. Any interviewing of a member will be conducted at hours reasonably related to his or her shift, preferably during his or her work hours, unless the seriousness of the offense in

question warrants otherwise. Sessions shall be for reasonable periods of time, and time shall be allowed during such interviews for rest periods and attendance to other physical necessities.

- F. (1) Members shall be informed of the nature of the investigation prior to any questioning, including whether or not the investigation is focused on the member for either a potential felony or misdemeanor charge if known at the time.
- (2) The City shall request that a complaining party provide a signed written statement of his or her complaint. An anonymous complaint must be reduced to a written narrative prior to any questioning of a member.
- G. When a member or any other witness is being interviewed in an internal investigation, such questioning shall be tape recorded by the Division.
- H. Any evidence obtained in the course of internal investigations through the use of threats, coercions, or promises shall not be admissible in any subsequent criminal action or internal hearing. However, explaining to a member that potential corrective action could result if the member continues to refuse to answer questions or participate in an investigation shall not be construed as such threats, coercions, or promises. Further, explanation of the potential disciplinary consequences as to the matter under investigation shall not be construed as a threat or coercion.
- I. In the course of internal investigations, a member may be given a polygraph examination, voice stress analysis or other purported truth detection examination only if the member is within the primary focus of the investigation or a known witness to an incident which precipitates the investigation, and at the member's written request directly to the Chief. No such examination shall be administered without the member's written consent. Polygraph examinations shall be administered by a polygraph examiner certified by a school accredited by the American Polygraph Association, provided that the polygraph examiner is from an outside agency and has no interest in the proceedings, and further provided that the selection of the polygraph examiner is made by mutual agreement of the member and the City. No such examination may be given without the advance permission of the Chief or Chief's designee. The results of the examination shall not be used in any subsequent criminal action unless agreed to by both parties. For purposes of this Contract, polygraph examinations include only those instruments that are acceptable to the courts in the State of Ohio.
- J. When a member is to be interviewed in an investigation of any other member, such interview will be conducted in accordance with the procedures established in this Section.
- K. When any anonymous complaint is made against a member and there is no corroborative evidence and none can be found after an investigation, the complaint shall be classified as unfounded but the member shall be informed in writing of the complaint and the outcome of the investigation at the conclusion of the investigation.
- L. A member who is charged with violating Division orders or regulations will be provided access to pertinent data related to the completed investigation. Such access shall be

provided no later than fourteen (14) days in advance of any Division hearing related to the charge involved.

- M. All complaints, internal investigations and Division charges shall initially be under the province of the Chief who will designate which Sergeant or Lieutenant shall conduct an investigation and make recommendations to the Chief through the chain of command. If, at the time the Chief designates an Investigator, the Chief reasonably believes that the allegations, if sustained after investigation, would result in a recommendation to the Safety Director of the member's termination, the Chief will assign the investigation to a Lieutenant to conduct. If a Sergeant is the target of the investigation, the Chief will assign the investigation to a Lieutenant. The Sergeant is not required to make a disciplinary recommendation.
- N. The Division shall make every effort to complete internal investigations within ninety (90) calendar days. If for any reason the City cannot accomplish this, the Chief shall inform the affected member in writing of the expected completion date, which in any case shall not exceed one hundred twenty (120) calendar days after the date the complaint is filed. At the conclusion of an investigation the Chief shall notify the affected member in writing of the investigation outcome within thirty (30) calendar days thereafter. If an investigation is not completed within one hundred twenty (120) calendar days from the date the complaint is filed or if the Chief does not notify the member within thirty days (30) after the conclusion of the investigation, the member under investigation shall not be subject to discipline. The time periods set forth in this section shall automatically be extended by any delays in the investigation occasioned by the member or OPBA.
- O. If any of these procedures are violated, such violations shall be subject to the Grievance Procedure beginning at Step 2.

Section 10.2 Corrective Action. No member shall be removed, reduced in pay or position, suspended, or reprimanded without just cause.

- A. For charges other than serious offenses, insubordination or violations that could amount to a violation of law, the principles of progressive action will be followed. The progression will at least include documented warning before a written reprimand, a written reprimand before a suspension and a suspension before demotion/removal for the same or related offenses. If the offense is of a serious nature, the Chief may determine that a different sequence of discipline be utilized.
- B. Newly promoted members will be required to serve a probationary period of twelve (12) months. If the employee fails to successfully complete the probationary period or desires to return to his or her previous classification, during the probationary period, for any reason, he or she shall be entitled to return to his or her previous classification. Probationary employees shall be entitled to utilize the grievance and arbitration procedures in this Agreement for all eligible matters, including, but not limited to, all discipline, except for demotion due to failure to successfully complete the probationary period.

Section 10.3 Departmental Hearings. Departmental hearings will be held prior to the imposition of any suspensions, reduction in pay or rank, and/or removal. At least seven (7) calendar days, prior to any Departmental Hearing before the Safety Director the member will receive from the Chief of Police a written statement of all charges and specifications as well as notice of time and date of the Departmental Hearing. At a Departmental Hearing, the charged member shall be allowed to be represented by a OPBA attorney or representative.

The place for the hearings will be determined by the Safety Director. Hearings shall be recorded at the direction of the Safety Director or at the request of either the Division of Police or the member.

A Member who is charged, or his or her OPBA attorney or representative, may make a written request for one continuance of the Departmental Hearing. Such request will be granted where practicable at the discretion of the Safety Director.

The Departmental Hearing shall be closed to the public, press, and others not directly involved in such hearing.

The City will make a good faith effort to notify the affected member of the decision reached as a result of the Departmental Hearing prior to any public statement.

A Member who is charged, or his or her OPBA attorney or OPBA representative, may make a written request, directly to the Chief, to review his or her personnel file. Such request will be granted within a reasonable time by the Chief in the case of a pending Departmental Hearing.

The member and/or his or her OPBA Attorney or OPBA representative shall have the opportunity to confront and cross-examine his or her accusers and offer testimony and call witnesses and present evidence on his or her behalf. Any member who is on duty and called as a witness shall be released with pay in order to attend the hearing. The calling of witnesses shall not unduly interfere with Departmental operations.

Section 10.4 Appeal From Disciplinary Decision. If suspension, reduction or removal is imposed as a result of the disposition of the Departmental Hearing, a member, with the approval of the OPBA President, may appeal such decision directly to binding arbitration under the provisions of Article 6 within twenty-one (21) calendar days after the order is received. In lieu of proceeding directly to arbitration, a member may appeal the decision to impose disciplinary action to the Civil Service Commission, as provided in the Civil Service Commission Rules. If the Civil Service Commission accepts jurisdiction over the member's appeal, the member is precluded from proceeding to arbitration.

Section 10.5 Duration of Records. All actions of record will be maintained in each member's personnel file throughout his or her period of employment, with the exception that any records of documented warnings will be removed from the file, upon the request of the member, one (1) year after such action was taken, provided no further corrective action of the same or similar nature has occurred. When a documented warning is maintained in a member's personnel file because further corrective action of the same or similar nature has occurred, the original documented warning will be maintained for twelve (12) months from the date of any subsequent corrective action.

Any records of written reprimands will be removed from the file, and destroyed upon the request of the member, two (2) years after such action was taken, provided no further corrective action of the same or similar nature has occurred. Where a written reprimand is maintained in a member's personnel file because further corrective action of the same or similar nature has occurred, the original documented written reprimand will be maintained for two (2) years from the date of any subsequent corrective action.

Suspensions shall be removed and destroyed from the file, upon the member'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. Where a suspension is maintained in a member's personnel file because further corrective action of the same or similar nature has occurred, the original suspension will be maintained for four (4) years from the date of any subsequent corrective action.

Reductions in pay or position shall be expunged from the file, upon the member's request, in the event the City should rescind the reduction action.

Although not considered formal discipline, Letters of Counseling shall be retained for six (6) months.

Section 10.6 Request for Removal and/or Destruction. When a member initiates a written request to have a document removed and/or destroyed, the request shall be forwarded to the Chief. The Chief shall act upon the request by either granting the request and forwarding the request to the Human Resources Department for action or disagreeing with the request and returning it to the member with an explanation.

Section 10.7 Review of Personnel File The City and the OPBA agree that members are responsible for periodically reviewing their personnel files. Members shall be allowed to review any of their personnel files at any reasonable time upon written request. Such request may be made to the supervisor directly responsible for the maintenance of such files and review of the file shall be made in the presence of such supervisor or supervisor's designated representative.

Except as required by Section 149.43 of the Ohio Revised Code; except for supervisory and administrative personnel with legitimate need to know; except for the Civil Service Commission and courts of competent jurisdiction which have subpoenaed them, a member's personnel file shall not be made available for review by anyone. Except for the above personnel, no information in a member's personnel file will be shared with anyone outside the Department and City administration, except name, place of employment, dates of employment, rank and pay range; however, additional specified information may be given upon the advance, written approval of the member involved to the Chief. Any member may copy documents in his or her file. The City may levy a charge for such copying, which charge shall bear a reasonable relationship to actual costs.

Section 10.8 Inaccurate Documents. If upon examining his or her personnel file, any member has reason to believe that there are inaccuracies in documents contained therein, he or she may write a memorandum to the Chief explaining the alleged inaccuracy. If the Chief concurs with the member's contentions, the Chief shall remove the faulty document. If the Chief disagrees with the member's contentions the Chief shall attach the member's memorandum to the document in the file and note thereon his or her disagreement with the memorandum's contents.

Section 10.9 Placement of Material in Personnel File. No document which does not include as part of its normal distribution a copy to the member, or which does not originate with the member, shall be placed in a member's personnel file unless the member is simultaneously provided a copy. The personnel file copy of any disciplinary document shall either bear the signature of a member as to the member's receipt of a copy or bear the signature of a supervisor indicating the member's receipt of a copy but refusal to sign the personnel file copy.

Section 10.10 Performance Evaluations. A member's signature on any performance evaluation shall be viewed as only a representation that the member has read it and shall not be viewed as representation that the member has concurred in any or all of the contents or comments thereon. The member shall be the last person to sign an annual performance evaluation. The member shall receive a copy of the evaluation in its final form when he or she signs it upon request.

Section 10.11 Administrative Leave. Prior to the disposition of the Departmental Hearing, the member may be placed on administrative leave with pay should the Mayor determine there are urgent reasons to take this action. The length of the leave shall be solely at the Mayor's discretion. No member shall be suspended without pay pending a disposition of the Departmental Hearing.

ARTICLE 11 WORK RULES AND DIRECTIVES

Section 11.1 Notification. The City agrees that, General Orders, Special Orders, Division Directives, Law Advisories, and like Work Rules shall be reduced to writing and provided to all members in advance of their enforcement. Nothing in this Article shall be construed as limiting the Division's ability to issue lawful verbal orders on a Division-wide basis as may be operationally necessary in an emergency situation.

ARTICLE 12 LABOR RELATIONS MEETINGS

Section 12.1 Informal Discussions. The City and the OPBA recognize the benefit of an exchange of ideas and information. For this reason the Mayor and/or Mayor's designated representative(s) and the Chief welcome the designated OPBA Representative to meet and informally discuss matters of mutual interest and concern. Permission to meet with the Mayor and/or Mayor's designated representative and the Chief will not be unreasonably withheld.

Section 12.2 Labor Relations Meetings. The parties hereto agree to hold labor relations meetings at a mutually agreed time as necessary upon the written request of either party to the other, but labor relations meetings shall be held no less often than once every four (4) months, upon the request of either party to the other. The request shall include an agenda stating the matters to be discussed. The parties agree to review all outstanding grievances at labor relations meetings. The City and the OPBA may have up to four (4) representatives in attendance at the meetings. The Committee may discuss a matter which is covered by this Contract and may make recommendations to the City and the OPBA as to any modification of the contract.

Section 12.3 Release Time. Efforts will be made to schedule meetings at such times as to minimize City release time. Permission shall be granted to those members who are on duty and

whose presence at the scheduled meeting is necessary or appropriate to attend at no loss of pay or benefits. All members are subject to recall to duty if and when needed.

Where necessary, one OPBA Committee Member shall be allowed to adjust his or her work hours on the day of the Labor Relations Meeting so that he or she may attend the meeting in paid work status. Such requests must be made at least twenty-one (21) calendar days in advance of the meeting. Notwithstanding any other provision of this Contract, in the event of such work hour adjustment, the Chief has the authority to mandate scheduling changes in order to cover the vacated work hours/shift.

ARTICLE 13

LAYOFFS, JOB ABOLISHMENT AND REINSTATEMENTS

Section 13.1 Layoffs. When it becomes necessary to reduce the workforce in the Division, the youngest member in point of service shall be first laid off and any layoff thereafter, shall be by reverse seniority, provided that all part-time, intermittent, seasonal, or temporary employees of the Division shall be laid off before any member is laid off.

Section 13.2 Job Abolishment. Members may be laid off as a result of abolishment of positions. When a position above the rank of Police Officer is abolished, the incumbent shall be first allowed to fill any available vacancy in his or her rank. If no such vacancy exists, the incumbent shall displace the next less senior member in his or her rank, or if there is no next less senior member in his or her rank, the incumbent shall displace the next youngest officer in the next lower rank and the youngest member in the next lower rank shall be allowed to displace, and so on down until the youngest member in point of service has been reached, who shall be laid off.

Section 13.3 Notice of Action. The City shall provide a member who is to be laid off or displaced with notice of said action at least fourteen (14) calendar days prior to said action. This notice is to be sent by certified mail to the member's home address of record or hand-delivered to the member such that the notice is received on or before the fourteenth day prior to the layoff or displacement action. The notice shall contain the following information:

1. A rationale for layoff or displacement;
2. The effective date of the layoff or displacement;
3. A listing of the member's seniority in relation to other members of both Bargaining Units;
4. A statement advising the member of his or her responsibility to maintain a current address with the Division.

Section 13.4 Appeals. A member may elect to appeal from a layoff or displacement action either to the Civil Service Commission or, with the approval of the OPBA President, directly to binding arbitration as provided in Article 6. If an appeal is taken to the Civil Service Commission, and the Commission asserts jurisdiction over the matter, the member is precluded from electing to take this matter to arbitration.

Section 13.5 Reinstatement. Should an abolished position be recreated or reestablished within twelve (12) months from the date of abolishment, or should a vacancy occur through death, resignation, or any other cause within twelve (12) months from the date of layoff or displacement, and the City determines to fill the vacancy, the most senior member in the point of service of those laid off shall be entitled to the position, provided said member at the time of separation had successfully completed his or her initial probationary period and is otherwise qualified for the position.

The notice of recall shall be sent to the member's last known address by certified mail and a copy shall be sent to the OPBA. The City shall be deemed to have fulfilled its obligation as to recall by mailing the recall notice by certified mail, return receipt requested, to the last known mailing address provided by the member. The recalled member shall have fourteen (14) calendar days following the mailing date to notify the City of his or her intention to return to work. The member shall then report to work within twenty-one (21) calendar days following the mailing date, unless a different date as to return to work is agreed upon by the Chief and the member.

All members with recall rights (as outlined above) will be given the right to reinstatement if qualified for the available position before any temporary, or less senior full-time members may be rehired or hired by the City for the available position in the Division of Police.

Such twelve (12) month period of time shall be computed exclusive of the time spent in the Armed Services of the United States.

If any member has bumped to a lower rank, he or she shall be reinstated to a vacancy in his or her prior rank before any laid off member shall be reinstated to a position in that rank

ARTICLE 14 MISCELLANEOUS PROVISIONS

Section 14.1 Equipment. The City will furnish and maintain in the best possible working condition the tools, facilities, and vehicles required to carry out the member's job duties. It is the member's responsibility to report unsafe conditions or practices, to avoid accidents or negligent action and to properly use and care for all tools, facilities, vehicles, supplies and equipment provided by the City.

Section 14.2 Safe Working Conditions. The City shall undertake reasonable efforts to put in place and utilize policies and procedures that provide for the safety of members in the performance of their assigned duties.

Section 14.3 Anti-nepotism

A. Definitions:

1. Family (for purposes of this section only): Mother, father, sister, brother, spouse, son, daughter, or grandparent of the member or member's spouse.
2. Spouse: Those people living together, married or unmarried, in an espoused relationship, which is defined as two (2) people living together, sharing bed and board, siring children, sharing financial, recreational and social activities together without benefit of a marriage license or marriage ceremony.

- B. Members of the family (as defined above) will not be considered for employment in the Department if such employment would put the two (2) in a supervisory/subordinate capacity or if one (1) of the individuals is in a position having access to confidential material. The employment of other close relatives is discouraged.
- C. Members employed prior to January 1, 1990 who are presently working in the Division, and are from the same family, will be exempted and “grandfathered” from the applicability of the foregoing provisions. As to such members, the following shall apply:
1. Members of a family may not be in the position of approving the time card of another member of their family.
 2. Time cards and changes in posted employee schedules, after shift bidding, for members of a family within the Department shall be subject to approval by the Chief, which shall not unreasonably be withheld.
 3. The Mayor or Mayor’s designee shall be responsible for monitoring these situations to ensure that there are no violations or problems created.
 4. Members of a family shall not be in a position to affect any matter that involves another family member.
- D. If two (2) members become married during the course of their employment and are in a supervisory/subordinate relationship on the same shift, one (1) of the two (2) must change shifts. The choice regarding which member shall change shifts shall be made by the members themselves. If the members refuse to decide who will change shifts, the decision will be made by a coin flip.

ARTICLE 15 ASSIGNMENTS AND SENIORITY

Section 15.1 Filling of Patrol Assignments. All Patrol shift assignments shall be posted annually between November 1 and November 15 for the following year. Members may submit their requests for shifts based on seniority during this period. No such request shall be unreasonably denied. The member with the highest seniority will have the first choice of patrol shift assignment. Seniority will be determined in accordance with the provisions of Section 15.3. This process will be followed in shift assignment.

Should any opening occur during the year, one interim bidding process shall be followed to fill the opening, provided that if no member applies for the opening, the Chief retains discretion to fill the opening by assigning the least senior member. The interim process shall be initiated by the posting of the available Patrol assignment, with members being given fifteen (15) calendar days to respond in writing to the posting indicating interest in the assignment. The most senior member indicating interest shall be given the assignment. The interim bidding process shall not apply to subsequent vacancies occurring as a result of this procedure.

Section 15.2 Filling of Non-Patrol Job Assignments. Whenever the City determines that a vacancy occurs in a job assignment, the Division shall post the job assignment opening for fifteen (15) calendar days and shall allow any interested members of the same rank to apply within the posting period. The Division shall provide notice on the job posting as to any specialized training

and/or technical skills which will be required for the assignment after the assignment is made. In filling the job assignment, the Division shall give consideration to all applicants who apply. Skill, ability, work record and seniority shall be the criteria for selection of an applicant to fill a job assignment vacancy. For any Non-Patrol assignment, an applicant must have a minimum of one (1) years of continuous service in a patrol assignment as a sergeant in order to receive consideration. When all other criteria are equal, seniority will be the deciding factor as to such assignment. For purposes of filling vacant assignments, seniority shall be determined in accordance with the provisions of Section 15.3.

Section 15.3 Seniority Defined. Seniority shall be defined as follows:

- A. Seniority shall be the member's length of continuous service as a Sergeant with the Division. If two members are promoted to Sergeant on the same day, the member highest on the eligibility list shall be considered to have greater seniority than the other member promoted on the same day.
- B. Seniority shall be lost upon occurrence of any of the following events:
 - 1. Removal for just cause;
 - 2. Resignation, including resignation for purposes of regular retirement;
 - 3. Layoff for a period of time exceeding twelve (12) months;
 - 4. Unexcused failure to return to work upon expiration of an approved leave of absence; or,
 - 5. Unexcused failure to return to work upon recall from layoff.

Seniority shall not be lost where a member is reinstated due to the disaffirmance of a removal or layoff.

C. "Continuous service" shall not include any period of time due to:

- 1. Suspension of more than three (3) days;
- 2. Unauthorized leave of absence;
- 3. An authorized unpaid leave of absence which exceeds two (2) work weeks, except where the unpaid absence is due to either a duty-related illness or injury or any other reason for which an applicable law, ordinance, or other provision of this contract would not allow for loss of continuous service credit. The loss of continuous service credit under Section 15.3(d)(3) shall also result in the member being ineligible for vacation accrual eligibility under Section 23.1 for the period of time the authorized unpaid leave of absence exceeds two (2) weeks.

Where there is an occurrence under this paragraph, the member shall receive continuous service credit except for the period of time due to the occurrence.

Section 15.4 Seniority List. A seniority list shall be kept by the Chief and shall be updated yearly. A copy shall be available for inspection in a location designated by the Chief.

ARTICLE 16 POLITICAL ACTIVITY

Section 16.1 Permitted Political Activity In addition to other rights, a member may participate in the OPBA Political Screening Committee which supports partisan activity. A member may serve on the OPBA political screening committee or take such other action, at the direction of the OPBA, which would fall within the purview of said Committee, provided that such activity is undertaken while the member is off duty and not in identifiable uniform.

ARTICLE 17 PROMOTIONS

Section 17.1 Promotions to Lieutenant. Promotions to the rank of lieutenant shall occur from a competitive promotional examination open to members of the police department who have attained at least three (3) years as a sergeant for the City of Reynoldsburg as of the date of the oral assessment and an Associate's Degree or two years of college education from a community college, college or university that would enable the candidate to be admitted to an under-graduate school as a third year student at an accredited college or university. In the alternative, a Sergeant must have at least seven (7) years of experience at the rank of Sergeant with the Reynoldsburg Police Department immediately preceding the date of promotion. The Civil Service Commission is responsible for the administration of the competitive promotional examination pursuant to rules promulgated by the Commission, except as modified by this Contract.

When there are not two (2) or more Sergeant candidates within the Reynoldsburg Police Department eligible and willing to compete for promotion to the rank of Lieutenant, an open posting shall be conducted for potential candidates who are currently certified law enforcement officers through the Ohio Peace Officers Training Council and who possess the relevant minimum qualifications set forth above.

Section 17.2 Notice of Examinations. The Civil Service Commission shall give notice of promotional examinations for the rank of Lieutenant by posting of bulletins in conspicuous places in the Division. Such notice shall be given not less than thirty (30) calendar days prior to the date of the assessment. Applications for promotional consideration shall be submitted during the posting period specified by the Commission.

The notice shall contain a list of the resource material for the assessment. At least three (3) copies of the resource material shall be available to members at the Division at the time of posting of the notice.

Section 17.3 Competitive Promotional Examination Components. The competitive examination for Lieutenant shall consist solely of an oral assessment conducted by an accredited outside agency.

Section 17.4 Addition of Seniority Credit. When the entire examination has been completed and graded, seniority credit, as defined in Article 15, section 15.3 of this Agreement, shall be added to the total score to determine the final promotional examination score. A maximum of 10% of the total possible examination score shall be added for seniority credit. A member's final examination score shall include seniority credit. The date for calculation of seniority credit shall

be the date upon which the oral board component is held.

Seniority points will be awarded based upon completion of years of continuous service as a Sergeant within the Division up to an allowable maximum of 10 points. 1 point will be awarded for each completed year during the member's first four (4) years of continuous service and .6 points will be awarded for each year during the next ten (10) years for a maximum total of 10 points.

Section 17.5 Examination Administration. The Commission shall utilize the services of a professional testing consultant or agency to assist it in the administration of the promotional examination and to insure that the promotional examination is valid under applicable testing standards.

All assessors who participate in the oral assessment shall be from comparable police agencies in Ohio and shall be sworn police officers of the rank of Lieutenant or above who have served in that capacity a minimum of five (5) years.

Section 17.6 Eligible List. The Commission shall establish an eligible list ranking members in the order of their final examination scores. The list shall be established within thirty (30) days of the oral board. The list shall be transmitted by the Commission to the Mayor. This eligible list shall be in effect for a one (1) year period after the oral board.

Section 17.7 Promotional Appointment. The Mayor shall make promotions from the eligible list by promoting from the top four (4) ranked individuals for any vacancy in the rank of Sergeant, except where there are fewer than four (4) candidates.

ARTICLE 18 PAY PLAN

Section 18.1 Wages

The following pay ranges and rates are established for Sergeants during the term of this Agreement. These pay rates shall be paid to members on the effective dates shown below:

EFFECTIVE JANUARY 1, 2016–3% Increase		
Rank	Pay Period	
Sergeant	Hourly	\$47.18
	Bi-Weekly	\$3,774.40
	Annually	\$98,134.40

EFFECTIVE JANUARY 1, 2017–3% Increase		
Rank	Pay Period	
Sergeant	Hourly	\$48.60
	Bi-Weekly	\$3,888.80
	Annually	\$101,088.00

EFFECTIVE JANUARY 1, 2018– 3% Increase		
Rank	Pay Period	
Sergeant	Hourly	\$50.06
	Bi-Weekly	\$4,004.80
	Annually	\$104,124.80

Section 18.2 Retirement Pickup.

- A. The City shall utilize the salary reduction method of Pension Pick Up for the full amount of the statutorily-required employee contribution to the Police and Fire Pension Fund (“The Fund”). This full amount shall be withheld from the gross pay of members, shall be “picked-up” by the City, shall be designated as public employee contributions, and shall be in lieu of contributions to the Fund by each such member. No member subject to this “pick-up” shall have the option of choosing to receive the statutorily required employee contribution to the Fund instead of having it “picked-up” by the City or of being excluded from the “pick-up”. The parties agree that the City will not incur any additional costs in the deferment of said Federal and State income taxes. This “pick up” shall be accomplished under applicable regulations of the Fund and the Internal Revenue Service.
- B. The City shall fulfill its income tax reporting and withholding responsibilities for each member in such manner as is required by applicable federal, state and local laws and regulations as they may exist at the time of such reporting and withholding. ~~it being~~ The City’s understanding **is** that Federal and Ohio income tax laws and regulations presently require it to report as a member’s gross income the member’s total annual salary exclusive of the amount of the pick-up. Applicable municipal income tax laws require it to report as a member’s gross income the member’s total annual salary without any adjustment for the pick-up.

Section 18.3 Pay Plan Administration.

- A. Sergeants As to Sergeants, upon promotion, a Sergeant shall be paid at the rate of pay set forth in Section 18.1.

Section 18.4 Pay Periods. All members shall be paid on a biweekly basis. The official pay date shall be every other Friday in that the pay date shall be the Friday following the end of the pay period, provided that when a holiday falls on a regular payday, the payroll shall be distributed on the day immediately preceding the holiday.

Section 18.5 Specific Personnel Actions. The rate of pay for members affected by the personnel actions listed below shall be as follows:

- A. Return to Duty When a member is permitted to return to duty in the same rank after separation from City service of not more than one (1) year, which separation was not due to discreditable circumstances, the member shall receive the step rate in the rank corresponding to the step rate received at the time of separation. A member shall also serve thereof for that amount of time as would be required for advancement to the next step, with seniority credit being given for the time previously served prior to the separation.
- B. Return from Military Service Pursuant to Ohio Revised Code Section 5903.03, any member who leaves or has left the City service to enter the active service of the armed forces of the United States, or any branch thereof, and who subsequently is reinstated to employment with the Division, shall be entitled to receive compensation at the step rate to which the member would have been entitled had service with the City not been interrupted by service in the armed services. A member shall suffer no loss of seniority or break in service for the time during which the member was in active military service.
- C. Recall from Layoff A member who is recalled from layoff shall be reinstated at the same rate he would have received had the layoff not occurred and shall advance there from suffering no loss of seniority or break in service for the time during which the member was laid off.
- D. Reinstatement from Authorized Leave Time spent on authorized leave shall be credited for purposes of Step advancement and shall not constitute a break in service.

ARTICLE 19 SERVICE CREDIT

Section 19.1 Service Credit A member shall receive, as additional compensation, an annual service credit payment based upon completed years of service, according to the following schedule.

AT THE CONCLUSION OF:	EFFECTIVE JANUARY 1, 2015
4-6 YEARS	\$750.00
7-9 YEARS	\$850.00
10-14 YEARS	\$1050.00
15-19 YEARS	\$1200.00
20 OR MORE YEARS	\$1300.00

Payment of the annual service credit shall be made in a lump sum, by separate check, which shall accompany the regular paycheck in the pay period following the member's anniversary date of original appointment as a sworn full-time officer in the Division of Police.

Service credit shall be pro-rated based on changes to a member's anniversary date.

Employees who leave the City prior to their anniversary date shall receive pro-rated longevity pay based on the current calendar month of their separation.

ARTICLE 20 SHIFT DIFFERENTIAL

Section 20.1 Shift Differential. A member who works the majority of his or her shift after 1:00 p.m. and before 6:00 a.m. shall be paid a shift differential according to the following schedule:

EFFECTIVE DATE	SHIFT DIFFERENTIAL PER HOUR
JANUARY 1, 2015	\$1.25

ARTICLE 21 HOURS OF WORK AND OVERTIME

Section 21.1 Hours of Work. The workweek shall consist of forty (40) hours based on five (5) consecutive eight (8) hour workdays and two (2) regularly scheduled days off, except as provided in Section 21.2 of this Article. The wage rates prescribed in Article 18 for the respective ranks are based upon an average workweek of forty (40) paid hours and a work year of two thousand eighty (2,080) paid hours. Members shall be in paid status for all work hours as well as all hours while on approved paid leave.

Section 21.2 Shift Assignments. It is understood that the Chief may authorize certain members, based upon their regular assignment, to work a ten (10) hour workday; if so authorized, the member's forty (40) hour workweek shall consist of four (4) ten (10) hour workdays and three (3) regularly scheduled days off.

Section 21.3 Overtime. All hours in paid status in excess of the scheduled workday or forty (40) in any workweek shall be compensated at one and one-half (1 - ½) times the member's regular rate of pay. No member shall be paid for overtime which has not been authorized by a supervisor under such directives or policies as the Chief may establish. There shall be no pyramiding of overtime.

For purposes of computing the overtime rate, the following components, where applicable, shall be included in a member's regular hourly rate: (a) straight time hourly rate of pay; (b) shift differential hourly rate of pay; (c) hourly rate attributable to service credit (annual service credit

amount divided by 2080 to arrive at hourly rate); (d) working out of rank hourly rate of pay; and (e) Field Training Officer supplement.

Section 21.4 Compensatory Time. A member may choose to take compensatory time in lieu of overtime compensation if such choice is indicated during the tour of duty in which the overtime is worked. Compensatory time shall be credited to the member and accumulated at the rate of one and one-half (1 ½) the member's regular rate of pay hours for each overtime hour worked.

Compensatory time may be taken by a member, upon approval of a management person (one who is outside both bargaining units) on duty. If there is no management person on duty then approval may be granted by the member's shift supervisor, provided that the member's absence does not create a hardship on the operations of the Division. Approval shall not be unreasonably denied.

Each member's compensatory time bank shall be limited to a maximum accrual of one hundred (100) hours in a calendar year. Once this maximum accrual is reached during a calendar year, overtime payment shall be made thereafter for all hours of overtime worked in the calendar year. At the end of the calendar year, a member shall have the option of either receiving a cash payment for any or all hours accrued but unused in the calendar year, provided that any hours which are not paid out will be carried over to the next calendar year and will be subject to a one hundred (100) hour maximum accrual for the following year. The payment will be made at the member's rate of pay in effect as of December 31 or the calendar year in which the hours are accrued and will be paid no later than January 31 of the next calendar year.

Section 21.5 Deviation. After posting of the master (annual) schedule, the Chief may alter days off scheduled only for the purpose of schooling, training, sick leave, or injury leave relief. After posting of the master (annual) schedule, the work schedule may not be reduced to avoid overtime without the consent of the member.

Section 21.6 Call-in-Pay. When a member is called back to work by his supervisor for hours not abutting his regular shift hours, the member shall be guaranteed a minimum of three (3) hours pay at the member's overtime rate. If the member is called in and works more than three hours the member shall be paid at the overtime rate for all hours worked.

Section 21.7 Court Pay. If a member is required to appear in court as a part of his or her job duties at a time when he or she would otherwise be off duty, the member shall be paid at the applicable rate for the actual hours necessary to fulfill the court appearance, including travel time to and from a court session other than the Mayor's Court however a member shall be guaranteed a minimum of three (3) hours pay at the member's overtime rate. Except in emergency circumstances, the payment of court pay does not require a member to perform any other work other than to appear in court when required. A member shall be permitted to use an available cruiser for travel to and from a court appearance, subject to supervisory approval.

This paragraph is effective upon ratification of this Contract. Where a member receives cancellation of a court appearance more than ninety (90) minutes before the start of the scheduled court time, the member shall receive no premium pay under this paragraph. Where the member receives cancellation of a court appearance ninety (90) minutes or less before the start of that scheduled court time, the member shall receive two (2) hours straight time pay. However, if the member is notified of the cancellation of the court appearance during the travel time to court, as

specified in Division policy, the member shall receive three (3) hours court pay at the member's overtime rate.

Section 21.8 Separation Upon separation from employment with the City for any reason, a member (his or her spouse or secondarily, his or her estate upon his death) shall be entitled to payment for any accrued but unpaid overtime hours including compensatory time hours accrued but not paid. Such payment shall be at the overtime rate applicable to the member's current rate of pay at time of separation.

ARTICLE 22 HOLIDAYS

Section 22.1 Paid Holidays The following are designated as paid holidays for members:

1. New Year's Day, January 1
2. Martin Luther King, Jr. Day, 3rd Monday in January
3. President's Day, 3rd Monday in February
4. Memorial Day, last Monday in May
5. Independence Day, July 4
6. Labor Day, first Monday in September
7. Veteran's Day, November 11
8. Thanksgiving Day, fourth Thursday in November
9. Day after Thanksgiving, fourth Friday in November
10. Day before Christmas, December 24
11. Christmas Day, December 25
12. Day before New Year's Day, December 31
13. Any day, or part of a day, proclaimed as a holiday by the Mayor

Section 22.2 Holiday Pay.

- A. Any member required to work on a holiday listed in Section 22.1 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 member is regularly assigned to an eight (8) hour shift or ten (10) hours holiday pay at the straight time rate if the member is regularly assigned to a ten (10) hour shift.
- B. If a holiday falls on a member's scheduled day off the member shall be entitled to an additional eight (8) hours pay at the straight-time rate if the member is regularly assigned to an eight (8) hour shift, or ten (10) hours holiday pay at the straight time rate if the member is regularly assigned to a ten (10) hour shift.
- C. If a holiday occurs when a member is on paid leave, the member will be entitled to eight (8) hours holiday pay at the straight-time rate if the member is regularly assigned to an eight (8) hour shift, or ten (10) hours holiday pay at the straight time rate if the member is regularly assigned to a ten (10) hour shift. No charge will be made against the leave accumulation.

- D. A member may choose to bank holiday pay for each holiday. If a member chooses this option, the member will be paid for his holidays in a lump sum in the first pay period in December of each year.
- E. Effective upon ratification of this contract, a member may choose to establish a holiday leave bank, in lieu of payment under paragraph (B) above, for one or more holidays in calendar year. If a member chooses this option, use of such holiday leave shall be treated the same as use of casual leave under Section 23.6. The maximum number of hours that a member may place in his or her holiday leave bank is forty (40) hours at any one time. A member may make a written request for payment of any hours in his or her holiday leave bank at any time, but only once per calendar year; such payment shall be made at the rate of pay in effect at the time of the member's request and shall be made as soon as practicable by the City.

ARTICLE 23 VACATION LEAVE

Section 23.1 Vacation Hours A member is entitled to earn vacation leave following completion of the first year of service, and thereafter, in accordance with the following schedule.

<u>Completed Years of Service</u>	<u>Hours Earned Each Year</u>
1 - 5 Years	88 hours
6 -10 Years	128 hours
11-14 Years	168 hours
15 - 19 Years	216 hours
20 or more Years	232 hours

Section 23.2 Vacation Carry Over. A member may carry-over from year to year a maximum of forty (40) hours of accumulated vacation leave. Any vacation balance in excess in this permitted carry-over shall be forfeited, unless the Chief determines that a member may not take all or a portion of his or her carried-over vacation due to manning requirements. In that event, any vacation balance in excess of the permitted carry-over shall be paid to the member at the current rate of pay upon the conclusion of the calendar year in which the excess balance exists.

Section 23.3 Vacation Conversion. A member with at least seven (7) years of completed service for vacation purposes may, at his or her option, cash in up to forty (40) hours of vacation leave, provided that such hours are cashed in eight (8) hour blocks and further provided that such an option is exercised by December 31, of the calendar year in which the vacation is accrued.

Section 23.4 Vacation Scheduling. The Division shall attempt to accommodate each member's vacation leave request. Prior to February 1, members shall submit annual vacation requests by seniority to the Chief for vacation scheduling. These requests shall be granted as requested unless a conflict in scheduling necessitates that all requests cannot be granted. Seniority, as determined in Section 15.3 shall be the determining factor in the granting of vacation leave requests.

Section 23.5 Payment of Vacation Upon Separation. A member, who is separated for any reason, or his or her spouse or secondarily, his or her estate upon the member's death, shall be paid in a lump sum at the member's rate of pay for all accumulated but unused vacation leave.

Section 23.6 Casual Leave. Casual vacation leave may be granted in one (1) hour segments upon approval of the member's shift Supervisor.

ARTICLE 24 SICK LEAVE

Section 24.1 Credit. Each member is to be credited with 4.6 hours of sick leave for each pay period of continuous service to the City. When used, sick leave shall be paid at the member's current rate of pay.

Section 24.2 Usage. Members may use sick leave, with the approval of the Chief, only for the following reasons:

1. absence due to illness or injury;
2. exposure to a contagious disease which could be communicated to and jeopardize the health of other employees; and
3. an absence due to the illness or injury of a member of the employee's immediate family wherein the employee's presence is reasonably necessary for the health and welfare of the family member.

Immediate family shall be defined as: mother, father, stepparent, brother, sister, child, stepchild, spouse, grandparents. For purposes of funeral leave only, immediate family shall also include: mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, legal guardian or other person who stands in place of a parent.

Section 24.3 Accumulation. Unused sick leave shall be cumulative without limit. Previously accumulated sick leave of a member who has been separated from the City shall be credited to the member upon reemployment by the City. A member who transfers from one department or a division of the City to the Police Department shall be credited with any accumulated sick leave. Any member hired after January 1, 1986 will not be granted credit for sick leave earned while working for any other political entity unless required by the Ohio Revised Code.

Section 24.4 Verification. The City may require a member to furnish a satisfactory signed statement to justify his sick leave. If professional medical attention is required by the member's immediate family, a certificate from a licensed physician, stating the nature of the condition and prognosis, may be required by the City to justify the use of sick leave. If the physician's statement states that the member is capable of returning to work, the City may cease payment of sick leave until the member returns to City service.

Beginning with the sixth time and each time thereafter a member is granted sick leave in any calendar year, the first three work days of each such leave shall be without pay, except as follows:

- A. Such absence may, with the approval of the Chief, be charged to compensatory time or to vacation leave.

- B. Intermittent period of sick leave for the same illness or injury, when such usage is approved by the Chief, shall be counted as one absence if they occur during a period of not to exceed thirty (30) calendar days from the date the member returns to work.
- C. An employee on approved family medical leave shall not be charged with an occurrence for such leave under this section.

Section 24.5 Sick Leave Payout.

- A. A member with at least ten (10) years of service to the City upon retirement or resignation from the City with at least two weeks' prior notice to the City or upon death shall be paid for his or her accumulated but unused sick leave as follows:
 - 1. Members who have completed at least 10 years service to the City shall be entitled to twenty-five percent (25%) of their accumulated but unused sick leave, not to exceed 320 hours.
 - 2. Members who have completed at least 15 years of service to the City shall be entitled to thirty percent (30%) of their accumulated but unused sick leave, not to exceed 540 hours.
 - 3. Members who have completed at least 20 or more years of service to the City shall be entitled to forty percent (40%) of their accumulated but unused sick leave, not to exceed 760 hours.
 - 4. Members who have completed at least twenty-five (25) years of service to the City shall be entitled to fifty (50%) percent of their accumulated but unused sick leave, not to exceed eight hundred-eighty (880) hours.

Members hired after January 1, 1998 shall not have sick leave earned with an entity other than the City counted for purposes of this section.

In the case of a member's death, the member's spouse or secondarily, his or her estate, shall receive this payment. This payment will be paid at the member's straight time hourly rate of pay in effect at the time of payment.

- B. If a member is killed in the line of duty, the member's spouse or secondarily, his or her estate will be paid an amount equal to one hundred percent (100%) of the deceased member's accumulated but unused sick leave. This payment will be paid at the member's regular hourly rate of pay in effect at the time of payment.

Section 24.6 Annual Sick Leave Conversion. Each calendar year, a member with 500 to 999 hours of sick leave as of December 31 may convert sixteen (16) hours of sick leave to vacation leave or cash payment. Employees with 1,000 to 1,499 hours of sick leave as of December 31 may cash in an additional eight (8) hours of sick leave. Employees with 1,500 or more hours of sick leave as of December 31 may cash in an additional sixteen (16) hours.

A member must give notice to the Chief of Police by January 15 of the following calendar year.

The payout shall be made on or about February 15 of that year and shall be based on the rate of pay from the previous year. This provision shall become effective in 2011 based on sick leave balance on December 31, 2010.

Members hired after January 1, 1998 shall not have sick leave earned with an entity other than the City counted for purposes of this Section.

ARTICLE 25 INJURY LEAVE

Section 25.1 Injury Leave.

- A. For each separate injury sustained, injury leave shall be paid to any member who suffers an incapacitating injury arising out of his or her performance of job duties for the City. Such injury may include exposure of the member 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. Such injury leave shall be paid at the member's hourly base rate of pay, and be limited to a maximum of one thousand and forty (1040) hours per occurrence.
- B. To qualify for injury leave, it must be established that the injury arose out of performance of job duties, and did not result from misbehavior on the part of the member. It shall be the obligation of the member to report said injury immediately to his supervisor and to receive necessary medical treatment, present to the City a certificate from an attending physician or psychologist stating the nature of the injury and the prognosis, and return to work status at the earliest time permitted by the member's attending physician. After the member has been given permission to return to work status by the attending physician, and the member is taken off injury leave status, a member may reapply for injury leave and exhaust a total of one thousand and forty (1040) hours of injury leave per occurrence when continued use of injury leave is appropriate.
- C. The Chief may obtain an additional opinion from a licensed physician or psychologist in order to substantiate the nature of the injury and/or establish conclusively that the injury qualifies for injury leave as defined in this section. Should this additional opinion be necessary, it shall be paid for by the City.
- D. Upon exhaustion of injury leave, a member may use sick leave or other available paid leave.
- E. In lieu of or in addition to injury leave under this Article, an employee may be permitted or required to work light duty in accordance with Article 36 of the Agreement.

ARTICLE 26 OTHER LEAVES OF ABSENCES

Section 26.1 Military Leave. Each member who is a member of a reserve or National Guard unit shall be granted a paid military leave of absence when called to temporary active duty or when called to military field training exercises. Members granted military leave shall be paid their regular wages for the time so served, provided that pay received by such members from the City

shall be for a period not to exceed one hundred seventy-six (176) hours during each calendar year. Members who are on paid military leave, or who use unpaid leave for military service, shall accrue vacation leave while on paid or unpaid leave pursuant to the provisions of Section 23.1.

Section 26.2 Jury Duty Leave. Each member shall be excused for any regular scheduled workday when called to and reporting for municipal, county, state, or federal jury duty. Members so excused shall be paid their regular wages for the time so served, without deduction for any amount received from governmental authorities. If jury service is for a period of time less than the member's regularly scheduled workday, excused time will apply only to that portion of the day required for such service including reasonable time for travel and changing clothes. The member shall report to his or her supervisor on a daily basis concerning the expected duration of the leave.

Section 26.3 Funeral Leave. Each member shall be granted a paid leave not to exceed three (3) working days upon a death in the member's immediate family, as immediate family is defined in Section 24.2. It is recognized that situations may develop where a death in other than the member's immediate family warrants the City granting this paid leave. The Chief may grant such paid leave based upon the circumstances peculiar to each case. Such time shall not exceed three (3) working days.

Section 26.4 Voting Leave. A member shall be excused for such time as is reasonably necessary to vote. A member shall be paid for such excused time not to exceed one (1) hour, provided he or she could not otherwise reach the polls to vote during the time the polls are open outside his tour of duty.

Section 26.5 Examination Leave. A paid leave shall be allowed a member who participates in any Reynoldsburg Civil Service test or who must take a required examination pertinent to his or her City employment before a state, county, or federal licensing board, including the member's regularly scheduled tour of duty.

Section 26.6 Unpaid Leave of Absence. Upon a written request by a member, the Chief may grant the member a leave of absence without pay. The maximum leave without pay shall not exceed six (6) months. The maximum duration of a leave for purposes of education, training, or specialized experience, which would benefit the City, or for other related reasons, shall not exceed two (2) years. The authorization of a leave is solely a matter of administrative discretion and each request will be decided by the Chief based upon its own merits. Upon returning from a leave the member is to be placed in his or her original position or another position at a similar level of responsibility with the same pay rate should the original position be abolished. Should a member fail to return to work upon the expiration of an authorized leave, that member shall be considered as having resigned. A member on unpaid leave does not earn sick or vacation leave credit.

ARTICLE 27 WORKING OUT OF RANK

Section 27.1 Working out of Rank. A member who is temporarily required to perform the duties of a higher ranking position, and who performs the responsibilities of the higher ranking position for more than two (2) hours in a workday, shall be paid at the rate of pay equal to that paid the higher ranking position for all hours worked in the higher ranking position.

ARTICLE 28 EDUCATIONAL ASSISTANCE PROGRAM

Section 28.1 Participation. Members 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 course work must be taken in accordance with a planned program of professional improvement approved by the Chief in advance.

Section 28.2 Allowances. The allowances for assistance are as follows:

For approved courses earning college credit, a maximum of three thousand two hundred and fifty dollars (\$3,250.00), effective January 1, 2010, of tuition expenses for each academic year may be requested by a member, and for approved courses earning other than college level credit, a maximum of one thousand dollars (\$1,000.00) of tuition expenses for each academic year may be requested by a member. Effective January 1, 2012, this amount shall be increased to three thousand five hundred dollars (\$3,500.00).

Fifty percent (50%) of the expense incurred for textbooks required for approved courses will be paid, except that for non-college-level courses, a Two Hundred Fifty Dollar (\$250.00) limit is not to be exceeded.

To qualify for assistance, a member shall satisfactorily complete the course(s) by attaining a passing grade. Reimbursement shall be made upon submission of official transcripts, tuition statements and receipts for textbooks.

A member who has received educational assistance must remain a member for one (1) year following completion of the courses for which assistance was received. Should a member separate from service with the City within the one (1) year period, except in the event of a disability retirement, that member must repay any assistance received in the one (1) year period.

ARTICLE 29 UNIFORMS AND ALLOWANCE

Section 29.1 Initial Issue. The City shall furnish the basic uniforms and new equipment for all members according to the schedule in Section 29.6. Uniform parts and equipment shall be replaced by the City on an as needed basis. All uniforms and equipment purchased by the City remain the property of the City and must be returned when a member is separated from City service for any reason.

Uniform items not accounted for shall be replaced at the member's expense. Failure to do so shall result in the value of the uniform items not accounted for being withheld from the member's separation pay.

Section 29.2 Repair or Replacement of Uniforms. The City shall repair or replace all uniform items damaged or destroyed in the line of duty so long as the damage is not due to the member's misconduct or negligence.

Section 29.3 Repair or Replacement of Eye Glasses. The City shall repair or replace eye glasses damaged or destroyed in the line of duty so long as the damage is not due to the member's misconduct or negligence. This Section shall provide coverage only for a like amount of the damaged eye glasses.

Section 29.4 Plain Clothes. Members assigned to plain clothes or administrative duty shall be permitted to purchase civilian clothing and components up to the reimbursable amount of nine hundred fifty dollars (\$950.00) effective January 1, 2008. Clothing selected shall be at the discretion of the member but shall be moderately conservative in style, cut and color, and shall be acceptable to the local business community.

If not caused by negligence or misconduct of the member, any civilian clothing and/or components damaged to the point of unserviceability or lost, in the line of duty, shall be replaced by the City as soon as possible at no charge to the current or subsequent allowance. Replacement does not include normal wear and tear.

Section 29.5 Dry Cleaning. Members shall be reimbursed for necessary dry cleaning of uniforms or plain clothes items. Members shall utilize the dry cleaning facility or facilities designated by the City.

Section 29.6 Clothing/Equipment Schedule The following items shall be provided by the City:

Belt Keepers - 4	Name Plate - 2
Belt (Trouser) - 1	Protective Vest - 1
Boots - 1 pair	Raincoat - 1
Breast Badge - 2	Service Weapon - 1 (with 3 magazines and gun lock)
Cite Bookholder - 2 (one large, one small)	Shirts - Summer - 5
Flashlight - 1	Shirts - Winter - 5
Flashlight Holder - 1	Shoes - 1 pair
Gloves - 1 pair	Ties - 3
Glove Holder - 1	Tie Bar - 1
Gun Belt - 1	Toboggan Hat - 1
Handcuffs - 1 (with Key)	Traffic Vest
Handcuff Case - 1	Trousers - 5
Hat Badge - 1	USB Flash Drive
Hat - 1 (8 pt. hat and raincover)	Walkie Holder - 1
Holster - 1	Walkie Radio
Jacket - all season - 1	Whistle - 1
Mace Holder - 1	Whistle Chain - 1
Magazine Pouches - (double)	Wrist Watch - 1

ARTICLE 30 SPECIAL DUTY

Section 30.1 Rate of Pay. A member shall be permitted to work special duty assignments so long as any such special duty does not conflict with his or her regular work schedule. The rate of compensation for special duty shall be set by the Mayor. The Chief may promulgate rules and procedures for administering special duty, but no such rules or procedure shall be in conflict with this Contract.

Section 30.2 Authority. While working under special duty assignment, the member shall be considered to be acting under, and subject to, the terms of his or her employment with the City. A member shall be entitled to utilize City uniforms and clothing, and be covered by the City's workers' compensation policy while performing special duty, if not covered by the special duty employer's workers' compensation policy.

Section 30.3 Conduct. While on special duty assignment, a member shall perform such assignment subject to the wishes of the special duty employer, except that the member is bound by departmental rules and regulations and procedures governing the duty and responsibilities and good conduct of the police service. A member shall not perform any act that would tend to demean the Department or the uniform, nor be contrary to law or official departmental directives. In the event of an emergency declared in accordance with departmental policies and/or directives, or in the event a member is required to perform in an arrest situation, the member will revert to on-duty status. A member shall obey orders issued by supervisory personnel. The working of a special duty assignment does not relieve a member from taking appropriate police action when confronted with a situation requiring such action.

Section 30.4 Administration. The Chief, or designee, shall administer the special duty program according to the following criteria:

- A. All special duty assignments shall be offered to members who sign up on a fair and equitable basis with no preference shown to any individual. The current assignment policy shall be used as provided in General Order 5.20.06 as of December 1, 1985. No member shall be permitted to work special duty assignments until he has obtained an Ohio Police Officer Training Course Basic Training Certificate and has satisfactorily completed the Department Field Training Program.
- B. Once a member has accepted a special duty assignment, he or she shall report to that assignment in a timely manner, prepared for duty. If a member should wish to withdraw from a special duty assignment that he or she has accepted, the member shall find a replacement to insure that the assignment is filled. Repeated violations of this provision or of other rules pertaining to special duty, as determined by the Chief, may make the member subject to removal from the special duty roster for a period of time as is determined by the Chief to be appropriate.
- C. Members desiring to work a special duty assignment during a scheduled tour of duty may request vacation time to work such assignment. Any such request for leave shall be processed and granted subject to the same criteria as any other request for leave if the

request does not involve the paying of overtime to another member to cover the vacancy created by such leave or violate any other provision of this Contract.

- D. During emergency circumstances (such as a scheduled employee marking off sick from a special duty assignment, etc.), or when a request for special duty is received on short notice (less than twenty-four (24) hours prior to reporting time) the individual administering the special duty program may fill the vacancy by assignment to the most available member after making good faith attempt to comply with the provisions of this Article.
- E. Members shall not be deprived of the special duty assignments because they have used any Articles or Procedures set forth in this Contract.
- F. Unless otherwise authorized in writing by the Chief, a member shall not work more than twenty (20) hours in excess of his or her scheduled workweek.
- G. Any member marked off sick shall not be allowed to work special duty during that calendar day.
- H. Any member with four (4) or more sick markoffs in a twelve (12) month period shall not be allowed to work special duty for a period of seventy-two (72) hours after his return to duty.

ARTICLE 31 INSURANCE

Section 31.1 Medical Insurance. The City shall continue to provide the current level of coverage for hospitalization, surgical, major medical and drug participation coverage for 2016 except the City may modify the deductible for bargaining unit employees on the same basis as other City employees provided the City contributions to employees' health savings accounts are modified in accordance with this Article. If the City intends to make changes to the levels of health insurance coverage beginning for 2017 and/or 2018 that result in benefits not being comparable to those in place on January 1, 2016 it shall provide the OPBA with at least thirty days advance notice. Upon request, the City shall engage in negotiations with the OPBA for thirty (30) days. If the parties are able to agree to the changes, the City may implement them. If the parties are unable to reach an agreement, they shall proceed to binding conciliation on an expedited basis. If the parties are unable to agree on a conciliator, they shall request a list of five (5) conciliators from the State Employment Relations Board. The parties shall select one individual from this list to serve as the conciliator. The conciliator shall follow the rules for conciliation set forth in Chapter 4117 and issue the decision in an expedited manner. The decision shall be final and binding on the parties.

Effective January 1, 2016, the City shall contribute \$4,000 to the health savings account of each member with family coverage and \$2,000 for each member with single coverage. In addition, upon presentation of proper documentation, the City shall reimburse bargaining unit employees for out of pocket costs between the City's HSA contribution and the in-network deductible.

Effective January 1, 2017, the City shall contribute to the health savings account of each member

seventy percent (70%) of the in-network deductible. In addition, upon presentation of proper documentation, the City shall reimburse bargaining unit employees for out of pocket costs between the City's HSA contribution and the in-network deductible.

Effective January 1, 2018, the City shall contribute to the health savings account of each member sixty percent (60%) of the in-network deductible. In addition, upon presentation of proper documentation, the City shall reimburse bargaining unit employees for out of pocket costs between the City's HSA contribution and the in-network deductible.

The member is entitled to single or family coverage, as appropriate, which current medical, dental, and vision insurance premium is to be fully paid by the City, less the percentage co-pay as outlined in Section 31.6.

For the purpose of any Health Savings Account to which the City may contribute, employees hired after January 1 will have their HSA contribution pro-rated based on their date of hire. In addition, current members who have an insurable event (e.g. marriage, birth or adoption) will have their contribution pro-rated based on the date of the insurable event.

Notwithstanding the previous paragraph, a member shall be entitled to the full HSA contribution upon the birth of a child or a life threatening illness causing serious harm to the member or a covered member of his/her family.

Insurance coverage is effective the first day of the month after hire.

Section 31.2 Life Insurance. The City shall pay for life insurance for each member in the amount of \$75,000, with double indemnity for accidental death. Effective January 1, 2011, this amount shall increase to \$100,000.

Section 31.3 Dental Coverage. Dental insurance coverage shall be provided by the City at no less than the level which was in effect as of January 1, 2016.

Section 31.4 Vision Insurance. Vision insurance coverage shall be provided by the City at no less than the level which was in effect as of January 1, 2016.

Section 31.5 Liability Coverage. The City will defend and indemnify members as required by O.R.C. Chapter 2744 for the good faith performance of their duties within the scope of their employment.

Section 31.6 Premium Contribution. Effective January 1, 2016, each member shall contribute 14% of the premium. Premium contribution for dental and vision coverage shall remain at 7% for the duration of this agreement.

Section 31.7 Prescription Drug Co-Pay. Once a member reaches his/her in-network deductible (\$2,600 single and \$5,200 family), the member shall be responsible for prescription co-pays of \$10 for Tier 1, \$30 for Tier 2, and \$50 for Tier 3 until the member reaches the maximum out of pocket amount. This section is subject to the provisions addressing changes in benefits set forth in section 31.1.

ARTICLE 32 NEGOTIATIONS

Section 32.1 Committees. The OPBA and the City have the right to select their own Negotiations Committee for both Units and to change Committee members at will. The parties agree to engage in multi-unit bargaining. Negotiations teams shall consist of no more than four (4) committee members, excluding consultants.

Section 32.2 Good Faith Bargaining. The parties are obligated to bargain collectively with one another in a good faith effort to reach an agreement. Each side will provide supporting data and rationale for its own proposals and counter-proposals, and will not arbitrarily or capriciously reverse positions previously taken. Such good faith bargaining does not mean that either party is compelled to agree to a proposal nor does it require the making of a concession.

Section 32.3 Information Furnished. The parties are obligated to provide each other with relevant financial and other information, as requested, which is necessary for each party to develop proposals, and counter-proposals, and to negotiate in good faith.

Section 32.4 Private Meetings. The parties agree to negotiate in private meetings pursuant to 4117.21 of the Ohio Revised Code. These meetings will be held as mutually agreed.

Section 32.5 Spokesperson. The Negotiation Committees will formally communicate with each other through a spokesperson named by each party.

Section 32.6 Informal Minutes. Each party may informally keep its official own minutes or written records of the negotiations. No official transcript of the negotiations will be maintained.

Section 32.7 Proposals. At the initial negotiations meeting, each party will explain the basic structure and content of its proposals, except that either party may reserve its presentation as to economic matters to a later date. Nothing herein precludes either party, by mutual agreement, from making a preliminary written submission of its proposal to the other party prior to the initial meeting.

Section 32.8 Caucus and Adjournment. Either party has the right to call a caucus at any time or to adjourn the negotiations session.

Section 32.9 Release time for Negotiations. If all members of the OPBA Negotiating Committee are on duty at the time of the scheduled negotiations sessions, two (2) members will be given release time with pay and full benefits for time actually spent in negotiations. However, time spent and paid for in negotiations will not be counted as hours worked for purposes of overtime compensation. If negotiations end prior to the last thirty (30) minutes of the released member's scheduled quitting time, the release officer shall report to his/her supervisor for duty.

Section 32.10 Applicable Law. The City and the OPBA agree that all matters pertaining to negotiations, impasse, ratification and/or rejection of a tentative Contract shall be governed by Ohio Revised Code 4117.10 and 4117.14.

ARTICLE 33

MISCELLANEOUS ECONOMIC PROVISIONS

Section 33.1 Travel Allowances. If a member uses a personal vehicle for City or Department business, including travel to and from court appearances as authorized by the Chief, he or she shall be reimbursed for such use at the current rate allowed by Internal Revenue Service Regulations.

Section 33.2 Field Training Officer. A member who serves as a field training officer for bargaining unit members shall receive a pay differential for each hour of training time spent with the trainee. Effective January 1, 2013, this pay differential shall be \$2.50 per hour.

Section 33.3 Leave Donation. A member may voluntarily donate sick leave or vacation leave time to other members in a manner to be established by agreement of the City and the OPBA through the Labor Relations Committee.

ARTICLE 34 WAIVER IN CASE OF EMERGENCY

Section 34.1 Declaration of Emergency. In cases of emergency declared by the Mayor or Chief, such as acts of God or civil disorder, the following conditions of this Contract may be temporarily suspended by the City:

- A. Time limits for the processing of grievances; and,
- B. All work rules and/or agreements and practices relating to the assignment of members.

Section 34.2 Termination of Emergency. Upon the termination of the emergency, grievances filed prior to the emergency shall be processed in accordance with the provisions outlined in the grievance procedure of this Contract and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed prior to the emergency.

ARTICLE 35 FAMILY LEAVE

Section 35.1 Family and Medical Leave.

- A. Pursuant to the Family and Medical Leave Act of 1993, FMLA leave may be granted to a member who has been employed for at least twelve (12) months by the City and who has provided at least 1,250 hours of service during the twelve (12) months before the leave is requested. The leave may be granted up to a total of twelve (12) weeks during any twelve (12) month rolling period for the following reasons:
 - 1. Because of the birth of a child or placement for adoption or foster care of a child;
 - 2. In order to care for the spouse, son, daughter, parent, or one who stood in place of a parent of the employee, if such spouse, son, daughter, parent, or "in loco parentis" has a serious health condition;

3. Because of a serious health condition that makes the member unable to perform his/her employment functions.
4. A qualifying exigency relating to an immediate family member's call to active duty in the military.

In addition, eligible members may take up to 26 weeks of leave in a single twelve (12) month period to care for a spouse, son, daughter, parent or next of kin who is a current member of the Armed Forces with a serious injury or illness arising out of such service.

- B. The member must provide the Department with thirty (30) days advance notice of the leave, if such leave is reasonably foreseeable, or such notice as is practicable if thirty (30) days notice is not possible. The member must provide the Department with certification of the condition from a health care provider. The City, at the City's expense, may require a second opinion (which is binding) on the validity of the certification.

A member seeking FMLA leave must first use paid sick time (if applicable), vacation and holidays and compensatory time before going on unpaid leave. The total amount of family leave paid and unpaid will not exceed a total of twelve (12) weeks. In any case in which a husband and wife entitled to family leave are both employed by the City, the aggregate number of workweeks of leave to which both may be entitled may be limited to twelve (12) weeks during any twelve (12) month rolling period if such leave is taken because of the birth of a child or placement for adoption or foster care of a child. The member will be responsible for his/her share of the health insurance cost (if any) during the unpaid FMLA leave. If the member does not return from the FMLA leave for reasons unrelated to the FMLA leave, he/she is responsible for the total insurance premium paid by the City. The City may, at its sole discretion, waive the repayment of insurance premiums. The City will be responsible for the 30 day premium under COBRA.

It is intended that this article comply with the Family and Medical Leave Act of 1993 and the City may promulgate policies in furtherance of the Family and Medical Leave Act that are not inconsistent with this Contract.

Generally, paid sick leave for the father of a newborn child shall be limited to the first ten (10) work days after the birth of the child. Additional paid sick leave will be available to the father upon presentation of proper documentation of a serious health condition warranting the use of paid sick leave.

ARTICLE 36 LIGHT DUTY

Section 36.1 Light Duty.

Light duty is defined as a temporary work assignment that will not conflict with or compromise the medical evaluation of a member who is subject to a work-related injury/illness or off-duty injury/illness. Duties may be of a nature not normally performed by the member but shall be ones

the member is capable of performing. The member's supervisor and scheduled days and hours of work may differ from his or her normal supervisor and work schedule.

Light duty will normally be limited to no more than thirty (30) work days (6 calendar weeks); however the Chief, for good reason, may modify or extend that time on a case by case basis.

At a member's request to the Chief, a member may be allowed to perform light duty as opposed to being on or continued on injury leave, sick leave or unpaid leave. Light duty may also be allowed when requested by a member who has applied for disability retirement through the state pension fund. The member shall give the Chief notice as to the date upon which his or her application is made. Light duty will only be considered if an operational need is determined for the duties to be performed.

The City may also require a member on injury leave to perform light duty in lieu of injury leave. Any such light duty must be within the medical limitations placed on the employee.

The City may require that the member requesting light duty obtain, at his or her own expense from a physician, a release that the member is medically capable of performing those duties for a period of time. The City retains the right to have a physician, at the City's expense, determine if a member being considered for light duty is medically capable of performing the job duties for a period of time.

ARTICLE 37 DURATION

Section 37.1 Duration. The provisions of this Contract are effective January 1, 2016, except where otherwise indicated, and remain in full force and effect through December 31, 2018.

Section 37.2 Successor Contract This Contract shall remain in full force and effect until a successor Agreement is reached by the parties or a final settlement award is reached through the use of Ohio Revised Code Section 4117.14.

Section 37.3 Understanding. The parties recognize that this Contract represents the full agreement between the parties for this term of bargaining. This recognition in no way is meant to interfere with or limit any other rights to bargain that may be awarded to either party by any section of Chapter 4117 of the Ohio Revised Code, except that 4117.14(G)(11) shall not apply.

SIGNATURE PAGE

Signed and dated this _____ day of _____.

FOR THE CITY OF REYNOLDSBURG:

FOR THE OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION

Brad McCloud, Mayor

Joe Hegedus

Sgt. James Costlow

James O'Neil, Chief of Police

Sgt. Mark Moser

Jed Hood, City Attorney

Marc A. Fishel, Labor Counsel

MEMORANDUM OF UNDERSTANDING

The parties agree to continue the current practice of permitting sergeants to find another sergeant to replace a sergeant vacancy when practicable. However, the failure of a sergeant to find a voluntary replacement, standing alone, is not a sufficient reason for the City to deny a request for paid leave. The Chief may deny vacation requests for operational reasons. Any denial must be reasonable.

Reynoldsburg/General/Police/2015-2018 Tentative Agreement Between City of Reynoldsburg and OPBA

Attachment: 2016-2018 Agreement between City of Reynoldsburg and OPBA (1470 : 2016-2018 OPBA Contract)

Water and Wastewater Department

Mike Root

614-322-4500 Phone

ORDINANCE REQUEST

DATE: **July 11, 2016**

TO: **Finance Committee**

RE: ORDINANCE AUTHORIZING AND DIRECTING THE CLERK OF COUNCIL TO CERTIFY UNPAID WATER BILLS FOR COLLECTION BY THE FRANKLIN COUNTY AUDITOR AND DECLARING AN EMERGENCY. (First Reading 6/27/2016).

Emergency/Suspension: Emergency

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

Statement of necessity: Needs to be passed before August break, to be able to get to Auditor before September.

Request authorization for clerk of Council to send assessment information to the Franklin County Auditor according to Ordinance 945.07, 953.01(a) and 958.08 regarding unpaid water bills. The amount that will be sent is \$28,589.21. Letters were sent to the owners and have not been paid to date.

Need to have language in the ordinance that would allow the Water/Wastewater Superintendent to be able to call County Auditor and have balance removed if paid at City Hall.

Mike Root

Water/Wastewater Superintendent
CITY OF REYNOLDSBURG
7232 EAST MAIN STREET
REYNOLDSBURG, OHIO 43068
(614) 322-4500 voice
(614) 575-4573 fax
mroot@ci.reynoldsburg.oh.us



MEMORANDUM

DATE: 5/24/2016

TO: Reynoldsburg City Council

CC: Mayor Brad McCloud, Service Director, Bill Sampson

RE: Water bill Assessment for Franklin County

This is a list of unpaid water accounts that I would like to send to the Franklin County Auditor to be collected with other taxes. We sent out letters to all the accounts that weren't up to date. This list is the ones that have not paid.

Need to have language in ordinance that would allow the Water/Wastewater Superintendent to be able to call County Auditor and have balance removed if paid at City Hall.

Please see attached information

Attachment: 2016 Water Bill Assessment for Franklin County memo (1440 : 2016 Water Bill Assessments to Franklin County)

Name	Acct #	Parcel #	County	Sev Add	Bill Add	AMT
JOHNSON JILL	01.00270-003	060-000053-00	FRANKLIN	7428 E MAIN ST	7428 E MAIN ST REYNOLDSBURG OH 43068	246.18
INTISAR AHMED	01.00468-004	060-006990-00	Franklin	7820 MAIN ST E	3075 LANDEN FARM RD W HILLIARD OH 43026-7191	197.19
MAPLEWOOD PROPERTIES INC	01.01150-011	060-000241-00	Franklin	1500 LANCASTER AVE	P O BOX 329 ETNA OH 43018	183.80
SHOOK KATHLEEN G	01.01880-011	060-000017-00	FRANKLIN	7446-1/2 BROADWYN DR	7937 ASPEN RIDGE DR BLACKLICK OH 43004	49.75
NICHOLS MORGAN					1035 LANCASTER AVE	
SHOOTS SHAUNTAI	02.02550-006	060-000983-00	FRANKLIN	1035 LANCASTER AVE	REYNOLDSBURG OH 43068	274.58
HABERFIELD EARL M	02.02960-003	060-000077-00	FRANKLIN	7374 RICH ST E	7374 E RICH ST REYNOLDSBURG OHIO 43068	304.93
MAMADOU SOW	02.04242-007	060-008116-00	FRANKLIN	7930 OAK VALLEY RD	2983 BLACKBIRD CT COLUMBUS OH 43219	741.03
ABULOKWE, JUANITA	03.04762-030	060-004821-00	FRANKLIN	1201-B ROSEHILL RD	170 S HAMILTON RD COLUMBUS OH 43213	108.37
IMPALA CAPITAL LLC	03.05410-003	060-001142-00	FRANKLIN	6320 LIVINGSTON AVE E	PO BOX 110962 CAMPBELL CA 95011	1,261.40
FORD FREDERICK L	04.07290-010	060-001359-00	FRANKLIN	1355 BRIARCLIFF RD	37 7TH AVE SW ETNA OH 43062	594.25
KRAVA ZAHN M	05.08900-006	060-000501-00	Franklin	1043 PLEASANT DR	1043 PLEASANT DR REYNOLDSBURG OH 43068	62.79
LETIZKAYA OLGA	05.09364-015	060-007050-00	Franklin	772 CROFTON CR	1252 DOBBINS DR NEW ALBANY OH 43054	67.04
MUELLER NATALYA	05.09496-007	060-007028-00	FRANKLIN	821 CROFTON PL	2501 SAWMILL FOREST AVE DUBLIN OH 43016	219.98
EDWARDS RUSTY A					926 DIANTHUS CT	
EDWARDS TONYA L	06.09720-018	060-000557-00	FRANKLIN	886 N LANCASTER AVE	REYNOLDSBURG OH 43068	560.30
SMITH JOE M,					267 COBBLESTONE LANDING	
SMITH LORETTA L	06.11640-014	060-000744-00	Franklin	7377 LEBANON AVE	MOUNT JULIET TN 37122	145.12
SMITH JOE M,					267 COBBLESTONE LANDING	
SMITH LORETTA L	06.11640-015	060-000744-00	Franklin	7377 LEBANON AVE	MOUNT JULIET TN 37122	163.24
COOK, JAMES	06.12030-025	060-000783-00	FRANKLIN	7407 SABRE AVE	PO BOX 329 ETNA OH 43018	142.95
MAPLEWOOD PROPERTIES INC	07.13190-015	060-000876-00	Franklin	979 HILLRIDGE RD	P.O. BOX 329 ETNA OH 43081	428.86
GOETZ LIANA	08.14880-014	060-000402-00	Franklin	1568 MARABAR DR	5969 WHITMAN RD COLUMBUS OH 43213	35.82
HOAR ANDREW MICHAEL	08.15770-007	060-001946-00	Franklin	1609 SOUTHWOOD AVE	1824 LAKEVIEW DR NEWARK OH 43055	105.21
JESSUP RYAN R	09.16300-010	060-001576-00	FRANKLIN	7425 SARATOGA AVE	7425 SARATOGA AVE REYNOLDSBURG OH 43068	68.28

ROSSHIRT COLLEEN P	10.18600-006	060-001372-00	FRANKLIN	1262 AIDA DR	1262 AIDA DR REYNOLDSBURG OH 43068	183.55
AISEL JEFFREY A	10.18960-002	060-001408-00	FRANKLIN	1049 ROUNDELAY RD E	1049 ROUNDELAY RD E REYNOLDSBURG OH 43068	272.64
BONNER VIOLET A AFDT	10.20050-001	060-001491-00	FRANKLIN	1170 CARROUSEL DR E	1170 CARROUSEL DR REYNOLDSBURG OH 43068	77.34
GATES APRIL	10.20880-002	060-000125-00	Franklin	7458 E MAIN ST	3200 REYNOLDSBURG NEW ALBANY RD NEW ALBANY OH 43054	23.69
GORDON STEWART	10.20120-010	060-001498-00	FRANKLIN	1112 E CARROUSEL DR	176 WINDSOR DR REYNOLDSBURG OH 43068	208.74
LIPKA DAWN	11.20940-012	060-001350-00	FRANKLIN	1588 RYGATE DR	PO BOX 73 AMLIN OH 43002	171.27
PENNYMAC HOLDINGS LLC	11.22120-002	060-004028-00	FRANKLIN	6511 BARTLETT CT	6101 CONDOR DR MOORPARK CA 93021	108.98
MCCLASKIE JILL	13.24810-006	060-002461-00	FRANKLIN	1676 PICKERING CT	462 BRISTOL DR REYNOLDSBURG OH 43068	506.35
RING LEE ANN AFDT	14.26160-004	060-003423-00	Franklin	7028 LEMERT LN	2885 AMBER WENT ROAD REYNOLDSBURG OH 43068	180.61
OHLINGER LLOYD J	14.27230-005	060-002970-00	Franklin	1630 PARKINSON DR	11185 STOUTERTOWN RD BALTIMORE OH 43105	243.90
ROSS-OHLINGER KAREN	14.27230-005	060-002970-00	Franklin	1630 PARKINSON DR	5921 COLUMBUS RD GRANVILLE OH 43023	22.61
BOZMAN BRIDGETTE	15.28330-003	060-003182-00	FRANKLIN	6789 GREENBUSH DR	5921 COLUMBUS RD GRANVILLE OH 43023	8.81
BOZMAN BRIDGETTE	15.28332-001	060-003182-00	FRANKLIN	6789 GREENBUSH DR	6535 RED FOX RD REYNOLDSBURG OH 43068	317.60
RASOR JASON J	17.31200-008	060-003305-00	FRANKLIN	6535 RED FOX RD	5969 WHITMAN RD COLUMBUS OH 43213	123.10
GOETZ LIANA M	17.32270-005	060-003285-00	FRANKLIN	6464 ROCKY DEN CT	6516 MALONE DR REYNOLDSBURG OH 43068	147.84
BURCZYK JOHN	18.33990-007	060-002354-00	FRANKLIN	6516 MALONE DR	8336 ASHLYND ROAD REYNOLDSBURG OH 43068	370.22
BURCZYK KAREN M	18.33990-007	060-002354-00	FRANKLIN	6516 MALONE DR	1719 ARBOR HILL COLUMBUS OH 43229	69.54
OWENS BRYAN L	19.35430-005	060-002635-00	FRANKLIN	1627 LUCKS RD	1805 STECKEL RD REYNOLDSBURG OH 43068	88.28
DALTON WENDELL J	19.36240-011	060-002721-00	FRANKLIN	6393 BRAUNING DR	3657 SANTIAGO DR WESTERVILLE OH 43081	459.59
DALTON ANDREA B	19.36240-011	060-002721-00	FRANKLIN	6393 BRAUNING DR	6237 DEESIDE DR DUBLIN OH 43017	99.49
SPENCER JAMES C	19.36400-003	060-002737-00	FRANKLIN	1805 STECKEL RD	1554 HAFT DR REYNOLDSBURG OH 43068	815.34
TIMLER VICTOR A SR	19.36570-005	060-002777-00	FRANKLIN	6452 LIVINGSTON AVE E	2101 BIRCHVIEW RD REYNOLDSBURG OH 43068	918.05
ESGUERRA ANDRES	20.38310-006	060-002178-00	Franklin	1527 HAFT DR		
ESGUERRA XIMENA	20.38500-006	060-002168-00	FRANKLIN	1554 HAFT DR		
COOPER KEVIN L	20.38500-006	060-002168-00	FRANKLIN	1554 HAFT DR		
TURNER MELISSA A	20.38500-006	060-002168-00	FRANKLIN	1554 HAFT DR		
KHAM IKRAM	21.40200-010	060-004627-00	Franklin	2101 BIRCHVIEW RD		

RAMANUJAM KANNAN	21.40500-005	060-004617-00	FRANKLIN	6540 BIRCHVIEW DR	1725 SUMMERSWEET CIR LEWIS CENTER OH 43035	421.67
WHITE CHRISTOPHER A					P O BOX 1651	
HAUPT HEIDI M	21.40755-023	060-004403-00	FRANKLIN	2125 HUGHEY DR	WESTERVILLE OH 43068	111.81
ADELINE PROPERTY					PO BOX 542	
INVESTMENTS LLC	22.41410-013	060-003499-00	Franklin	1177 HILTON DR	BLACKLICK OH 43004	213.76
					1251 CARLYLE DR	
GRIMM GINA R	22.43460-010	060-003557-00	Franklin	1251 CARLYLE DR	REYNOLDSBURG OH 43068	77.85
					5969 WHITMAN RD	
GOETZ LIANA M	24.49080-008	060-002789-00	FRANKLIN	6907 CARROUSEL DR S	WHITEHALL OH 43213	75.23
					6853 CARROUSEL DR S	
KRAFT PATRICIA L	24.49140-002	060-002796-00	Franklin	6853 S CARROUSEL DR	REYNOLDSBURG OH 43068	224.50
					1092 BAYBORO DR	
KC Real Property Investments LLC	24.50130-012	060-002834-00	Franklin	6925 AREDELE DR	NEW ALBANY OH 43054	24.77
TEWELIGN FENTA T					632 CULPEPPER DR	
ATSIBIHA MILEN M	27.54230-004	060-007985-00	FRANKLIN	632 CULPEPPER DR	REYNOLDSBURG OH 43068	79.85
					8189 ARBOR ROSE WAY	
SUAREZ SHERRI L	27.54810-007	060-005235-00	FRANKLIN	1318 CORONADO BLVD W	BLACKLICK OH. 43004	58.99
					4914 AUGUSTA WOODS CT	
BORTH KATHLEEN A	27.56005-008	067-000011-00	FRANKLIN	267 S WAGGONER RD	WESTERVILLE OH 43082	151.60
					270 DEER TRAIL CT	
COOPER PATRICIA A	27.56060-010	067-000047-00	FRANKLIN	270 DEER TRAIL RD	REYNOLDSBURG OH 43068	42.25
BOTTORFF CHRISTINE E					276 DEER TRAIL RD	
BOTTORFF LAWRENCE A	27.56065-003	067-000048-00	FRANKLIN	276 DEER TRAIL RD	REYNOLDSBURG OH 43068	57.59
					281 SUTLEY CIRCLE	
BUCCILLA DOMENIC	28.57250-004	060-005132-00	FRANKLIN	7057 WHITE BUTTERFLY LN	SACRAMENTO CA 95838	96.17
					3415 VISION DR	
JPMORGAN CHASE BANK NA	29.57980-007	060-005586-00	FRANKLIN	6645 HELM AVE	COLUMBUS OH 43219	294.86
					250 N. REMINGTON	
TOMINACK JAMIE R	29.58070-003	060-005595-00	FRANKLIN	6726 RAVENNA CT	BELXEY OH 43209	333.79
					1141 DAWN DR	
CARTLEDGE LISA M	29.58130-006	060-005601-00	FRANKLIN	718 RAVENNA CIRCLE	REYNOLDSBURG OH 43068	199.74
					3300 FERNBROOK LN N #210	
SBY 2014-1 BORROWER LLC	29.58740-006	060-005610-00	FRANKLIN	693 STOW PL	MINNEAPOLIS MN 55447	134.89
SYNODINOS JOHN					225 MEADOWBROOK DR	
SYNODINOS SUZANNE K	29.59660-012	060-005349-00	FRANKLIN	6568 ROSEDALE Ave	STEUBENVILLE OH 43953	280.26
					6431 RUGOSA AVE	
VAUGHN JOEL B	29.61282-005	060-005461-00	FRANKLIN	6431 RUGOSA AVE	REYNOLDSBURG OH 43068	293.21
K C REAL PROPERTY					PO BOX 30765	
INVESTMENTS LLC	30.61480-006	060-004186-00	FRANKLIN	6624 ROSETREE DR	COLUMBUS OH 43230	59.66
					6465 SILVERLEAF AVE	
TORRENCE DAVIAN A	30.62340-005	060-004241-00	FRANKLIN	6465 SILVERLEAF AV	REYNOLDSBURG OH 43068	202.41
					6939 SPRING BLOOM DR	
SISLER JAMES M	31.63510-006	060-004370-00	FRANKLIN	6938 WIND RIVER DR	CANAL WINCHESTER OH. 43110	73.41

SCHULTE GREGORY C	31.63740-014	060-004311-00	FRANKLIN	7090 BLACKOAK DR	7090 BLACKOAK DR REYNOLDSBURG OH 43068	58.99
JONES JULIA M	32.64505-014	060-005811-00	FRANKLIN	2000 LYNBRIDGE DR	P O BOX 28 BRICE OH 43109	268.45
JONES, JULIA	32.64505-015	060-005811-00	FRANKLIN	2000 LYNBRIDGE DR	P.O. BOX 28 BRICE OH 43109	90.80
BUBELEV VLADIMIR E	32.64560-012	060-005805-00	FRANKLIN	6497 BIRCHVIEW DR N	6000 BUFFALO HEAD TRAIL DUBLIN OH 43017	333.68
IRINA N BOUBELEVA	32.64565-011	060-005805-00	FRANKLIN	2033 BELLTREE DR	2033 BELLTREE DR REYNOLDSBURG OH 43068	90.13
BUBELEV VLADIMIR E	32.64995-015	060-005817-00	FRANKLIN	2053 LYNBRIDGE DR	1379 POPPY HILLS BLACKLICK OH 43004	42.49
IRINA N BOUBELEVA	33.66830-003	060-003812-00	FRANKLIN	8200 MAUGHAM DR	2546 BURGANDY LN COLUMBUS OH 43232	33.73
SWAD WILMER L JR	33.67050-005	060-003797-00	FRANKLIN	938 NOYES DR	938 NOYES DR REYNOLDSBURG OH 43068	153.08
BARBARA S	33.67055-005	060-003797-00	FRANKLIN	938 NOYES DR	938 NOYES DR REYNOLDSBURG OH 43068	2.00
BATES WILLIAM A	34.71080-015	060-005854-00	Franklin	6379 BIRCHVIEW DR S	6381 BIRCHVIEW DR S REYNOLDSBURG OH 43068	231.74
BATES PATRICIA C	34.71090-001	060-005854-00	FRANKLIN	6381 S BIRCHVIEW DR	1234 MORNINGSIDE ST BLACKLICK OH 43004-7128	300.00
FEAZEL KYLE S	34.71110-018	060-005853-00	Franklin	6364 BRENT CT	3256 GURTIS DR REYNOLDSBURG OH 43068	257.63
FEAZEL JENNIFER J	34.71190-001	060-005849-00	Franklin	6329 BRENT CT	1175 BERWIN LANE NEWARK OH 43055	85.06
FEAZEL KYLE S	34.71310-008	060-005843-00	FRANKLIN	6415 S BIRCHVIEW DR	PO BOX 235 REYNOLDSBURG OH 43068	106.37
FEAZEL JENNIFER J	34.71370-019	060-005840-00	FRANKLIN	6449 BIRCHVIEW DR S	1579A ARLINGTON AVE MARBLE CLIFF OH 43212	48.71
RING RALPH P	34.71430-006	060-007349-00	FRANKLIN	2275 AYERS DR	2106 KINGSHAVEN PL COLUMBUS OH 43232	19.57
RING RALPH P	34.71490-020	060-006119-00	FRANKLIN	2287 AYERS DR	522 N STATE ST WESTERVILLE OH 43082	19.57
TATA CESIDIA	36.75760-008	060-005888-00	FRANKLIN	7266 SORRELWOOD CT	7266 SORRELWOOD CT REYNOLDSBURG OH 43068	134.89
ATT: MICHAEL YANKULOW	36.75880-007	060-005900-00	FRANKLIN	7294 WOODLOW DR	7294 WOODLOW DR REYNOLDSBURG OH 4306	121.94
WWIO LTD	36.76660-012	060-006962-00	Franklin	7204 TOMAHAWK T	840 DILEY RD PICKERINGTON OH 43147	164.01
C A PROPERTIES	37.80630-004	060-001777-00	Franklin	2100 BRICE RD	4829 STONEHAVEN DR COLUMBUS OH 43220	8,722.35
ENTERPRISES LLC	40.80245-003	060-007944-00	FRANKLIN	7783 REDMAN LN	7783 REDMAN LN REYNOLDSBURG OH 43068	533.15
BOLESIC ROBERT						
KING STEPHEN K						
CITYSIDE PROPERTIES						
COLUMBUS LLC						
WILSON STEPHANIE L						
WILSON KAYLA M						

BANK OF NEW YORK MELLON TRUST COMPANY NATIONAL ASSOCIATION TR	40.96490-003	060-007453-00	FRANKLIN	1968 HAVERTON DR	5B 1665 PALM BEACH LAKES BLVD WEST PALM BEACH FL 33401 4400 N HIGH ST SUITE 402 COLUMBUS OH 43214	762.42 19.17
REALTY EXECUTIVE CENTRAL BANK OF AMERICA NATIONAL ASSOCIATION	41.97038-019	060-007120-00	Franklin	7761 WAYFARING CT	1661 WORTHINGTON RD STE 100 WEST PALM BEACH FL 33409	33.80
BROSHAR S DOUGLAS BROSHAR ANGELA	47.01050-004	060-008308-00	FRANKLIN	7800 PRIESTLEY DR	7816 PRIESTLEY DR REYNOLDSBURG OH 43068	155.09
STATON TIMOTHY J	48.21150-002	090-141180-00.210	LICKING	523 HUNNICUT DR	523 HUNNICUT DR REYNOLDSBURG OH 43068	171.27
RILEY SAPRENA	49.16000-003	060-008805-00	FRANKLIN	8118 BELLOW PARK DR	8118 BELLOW PARK DR REYNOLDSBURG OH 43068	21.57
H&E INVESTORS LLC	49.16195-002	061-000069-00	FRANKLIN	8253 RODEBAUGH RD	306 HELEN ST CINCINNATI OH 45239	720.67
					Total inactive for 2016	28,589.21

Water and Wastewater Department

Mike Root

614-322-4500 Phone

ORDINANCE REQUEST

DATE: **July 11, 2016**

TO: **Finance Committee**

RE: ORDINANCE AUTHORIZING AND DIRECTING THE CLERK OF COUNCIL TO CERTIFY UNPAID WATER BILLS FOR COLLECTION BY THE LICKING COUNTY AUDITOR AND DECLARING AN EMERGENCY. (First Reading 6/27/2016).

Emergency/Suspension: Emergency

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

Statement of necessity: Needs to be passed before August break, to be able to get to Auditor before September.

Request authorization for clerk of Council to send assessment information to the Licking County Auditor according to Ordinance 945.07, 953.01(a) and 958.08 regarding unpaid water bills. The amount that will be sent is \$3,185.47. Letters were sent and have not been paid to date.

Need to have language in the ordinance that would allow the Water/Wastewater Superintendent to be able to call County Auditor and have balanced removed if paid at City Hall.

Mike Root

Water/Wastewater Superintendent
CITY OF REYNOLDSBURG
7232 EAST MAIN STREET
REYNOLDSBURG, OHIO 43068
(614) 322-4500 voice
(614) 575-4573 fax
mroot@ci.reynoldsburg.oh.us



MEMORANDUM

DATE: 5/24/2016

TO: Reynoldsburg City Council

CC: Mayor Brad McCloud, Service Director, Nathan Burd

RE: Water bill Assessment for Licking County

This is a list of unpaid water accounts that I would like to send to the Licking County Auditor to be collected with other taxes. We sent out letters to all the accounts that weren't up to date. This list is the ones that have not paid.

Need to have language in ordinance that would allow the Water/Wastewater Superintendent to be able to call County Auditor and have balance removed if paid at City Hall.

Please see attached information

Name	Acct #	Parcel #	County	Sev Add	Bill Add	AMT
YOHANNAN VARGHESE	24.46234-006	013-030186-00.123	LICKING	1208 STARLIGHT DR	1208 STARLIGHT DR REYNOLDSBURG 43068	\$70.14
SMITH JERRY L	42.03520-008	013-030180-00.043	LICKING	800 TRICOLOR DR	PO BOX 329 ETNA OH 43018	\$310.73
PROVENZANO AMANDA	42.03530-005	013-030180-00.042	LICKING	794 TRICOLOR DR	7865 MILFORD AVE WESTERVILLE OH 43082	\$178.93
HARRIS MICHELE L	42.03830-006	013-030180-00.011	Licking	8447 PRIESTLEY DR	8447 PRIESTLEY DR REYNOLDSBURG 43068	\$233.44
WOODFORD STACY	42.04320-013	013-030180-00.064	LICKING	875 BRIARO ST	1270 BROOKWOOD PLACE BEXELY OH 43209	\$108.24
TURSKE JORDAN	43.02180-007	013-027588-00.169	Licking	953 DIANTHUS CT	953 DIANTHUS CT REYNOLDSBURG OH 43068	\$295.32
BERNARDIN RYAN	43.03440-006	013-027588-00.228	LICKING	999 BOYNE CT	999 BOYNE CT REYNOLDSBURG OH 43068	\$137.51
JAMISON GREG A MITCHELL	43.05090-002	013-026628-00.316	LICKING	1261 MASTELL DR	1147 RIVERMEADE DRIVE HEBRON KY 41048	\$307.19
MARCUS R & BRIDGETT	45.20455-005	013-027294-00.092	LICKING	8912 TRINITY CIR	8912 TRINITY CIR REYNOLDSBURG OH 43068	\$19.57
ROSS MARK E & CHRISTINA M	45.20840-002	013-027294-00.164	LICKING	8966 CORAL CANYON CIR	8966 CORAL CANYON CIR REYNOLDSBURG OH 43068	\$541.83
SMITH JERRY	48.20045-017	013-026628-00.118	LICKING	9101 FIRSTGATE DR	PO BOX 329 ETNA OH 43018	\$20.91
SMITH JERRY	48.20045-018	013-026628-00.118	LICKING	9101 FIRSTGATE DR	PO BOX 329 ETNA OH 43018	\$102.41
TEMKIN JAMES D KIMMET	48.20865-003	090-141180-00.070	LICKING	683 SMITHERS DR	32733 19TH PLACE S APT M303	\$167.19
AARON J & BRANDY L	48.21780-002	090-141180-00.307	LICKING	9114 JACKIES BEND	FEDERAL WAY WA 98003-9443 52 NEW MARKET DR	\$77.85
CURRAN SHERRY V	49.11440-008	013-027414-00.207	LICKING	8596 ROBBINS LOOP DR	DELAWARE OH 43015 8596 ROBBINS LOOP DR	\$41.41
GUPTA ANKUR	49.11660-006	013-027414-00.180	LICKING	8376 REYNOLDSWOOD DR	REYNOLDSBURG 43068 3547 HOMESTEAD	\$572.80
					Total inactive for 2016	\$3,185.47

Service Department**Bill Sampson****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6884 Phone****ORDINANCE REQUEST**

DATE: July 11, 2016**TO: Finance Committee****RE: Ordinance Authorizing and Directing the Clerk of Council to Certify Grass and Weed Cutting Costs (2015) for Collection by the Franklin County Auditor and Declaring an Emergency. (First Reading 6/27/2016).**

Emergency/Suspension: Emergency

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

Statement of necessity: This item can go three readings, but will need to be passed as an emergency so the documentation can be sent to the County Auditor soon enough to satisfy their timeline.

Request authorization for the Clerk of Council to send grass and weed assessment information to the Franklin County Auditor in accordance with 543.08. The list of unpaid invoices is attached.

2015 County ~ Franklin County Nuisance Mowing Records

Invoice #	Invoice Date	Inspection Date	Mowing Date	Site Address	Parcel #	Owner Name	Address Owner	County	Invoice Amount	Admin Fees	Total Due
001-15M-FR	5/13/2015	4/21/2015	4/28/2015	8112 Maugham Dr	060-003821-00	Deborah S Portman	8112 Maugham Dr, Reynoldsburg, OH 43068 ***RETURNED***	Franklin	\$ 50.00	\$ 75.00	\$ 125.00
003-15M-FR	5/13/2015	4/30/2015	5/1/2015	6876 Clymer Dr	060-003997-00	Bethany J Pitts	6876 Clymer Dr, Reynoldsburg, OH 43068 ***RETURNED***	Franklin	\$ 85.00	\$ 75.00	\$ 160.00
004-15M-FR	5/13/2015	4/30/2015	5/1/2015	1555 Marvin Dr	060-002233-00	Denise E Dinwiddie	1555 Marvin Dr, Reynoldsburg, OH 43068 ***RETURNED***	Franklin	\$ 50.00	\$ 75.00	\$ 125.00
005-15M-FR	5/13/2015	4/30/2015	5/1/2015	1417 Terry Dr	060-001973-00	Stephen L Kasler	1417 Terry Dr, Reynoldsburg, OH 43068 ***RETURNED***	Franklin	\$ 50.00	\$ 75.00	\$ 125.00
006-15M-FR	5/13/2015	4/30/2015	5/5/2015	7094 White Butterfly Ln	060-005090-00	Dianna K McConnaughey	7094 White Butterfly Ln, Reynoldsburg, OH 43068	Franklin	\$ 125.00	\$ 75.00	\$ 200.00
007-15M-FR	5/13/2015	4/29/2015	5/1/2015	7654 Burkey Ave	060-000408-00	Florence Stewart	P.O. Box 1042, New Albany, OH 43054	Franklin	\$ 75.00	\$ 75.00	\$ 150.00
013-15M-FR	5/13/2015	4/20/2015	5/1/2015	6390 Welldon Ct	060-005764-00	Senthia Jewett Broom	6390 Welldon Ct, Reynoldsburg, OH 43068 ***RETURNED***	Franklin	\$ 50.00	\$ 75.00	\$ 125.00
014-15M-FR	6/5/2015	5/4/2015	5/5/2015	6535 Helm Ave	060-005576-00	James F Nations	6535 Helm Ave, Reynoldsburg, OH 43068 ***RETURNED***	Franklin	\$ 100.00	\$ 75.00	\$ 175.00
016-15M-FR	6/5/2015	5/4/2015	5/5/2015	1807 Pickering Dr	060-002557-00	Secretary of Housing and Urban Development	451 7th St SW, Washington DC, 20410	Franklin	\$ 100.00	\$ 75.00	\$ 175.00
017-15M-FR	6/5/2015	5/4/2015	5/5/2015	6568 Rosedale Ave	060-005349-00	John & Suzanne K Synodinos	225 Meadowbrook Dr, Steubenville, OH 43953	Franklin	\$ 100.00	\$ 75.00	\$ 175.00
020-15M-FR	6/9/2015	5/6/2015	5/15/2015	1504 Graham Rd	060-001000-00	Summer Rays Inc	7480 E Main St, Reynoldsburg, OH 43068	Franklin	\$ 100.00	\$ 75.00	\$ 175.00
021-15M-FR	6/9/2015	5/5/2015	5/12/2015	0341 Instone Dr	060-005913-00	Misha C McNeil	3128 Easthaven Dr S, Columbus, OH 43232	Franklin	\$ 150.00	\$ 75.00	\$ 225.00
022-15M-FR	6/9/2015	5/7/2015	5/11/2015	0 Lancaster Ave (at 5 way intersection) Lancaster Ave & Livingston Ave	060-007440-00	Jerry & Maria T Ong	5095 Pickerington Rd, Carroll, OH 43112	Franklin	\$ 197.50	\$ 75.00	\$ 272.50
023-15M-FR	6/10/2015	5/7/2015	5/11/2015	7814 E Main St (empty lot next to Family Dollar)	060-006239-00	Reynoldsburg Investment Co	***REVISED*** c/o Steven Fireman, 1655 Old Leonard Ave, Columbus, OH 43219	Franklin	\$ 192.50	\$ 75.00	\$ 267.50
024-15M-FR	6/10/2015	5/5/2015	5/12/2015	1563 Marabar Dr	060-000392-00	Lee Hirschhorn	147 E Torrence Rd, Columbus, OH 43214	Franklin	\$ 125.00	\$ 75.00	\$ 200.00
025-15M-FR	6/10/2015	5/6/2015	5/12/2015	1551 Mulligan Ct	060-008137-00	Daniel Yerger	1551 Mulligan Ct, Reynoldsburg, OH 43068 ***RETURNED***	Franklin	\$ 50.00	\$ 75.00	\$ 125.00
026-15M-FR	6/10/2015	4/29/2015	5/12/2015	7930 Oak Valley Rd	060-008116-00	Mamadou Sow	2983 Blackbird Ct, Columbus, OH 43219	Franklin	\$ 145.00	\$ 75.00	\$ 220.00
027-15M-FR	6/10/2015	5/6/2015	5/12/2015	7319 Roshon Ave	060-000635-00	Justin W Tope	7319 Roshon Ave, Reynoldsburg, OH 43068	Franklin	\$ 250.00	\$ 75.00	\$ 325.00
028-15M-FR	6/10/2015	5/6/2015	5/12/2015	7338 Roshon Ave	060-000642-00	Christopher W Wilcox	7338 Roshon Ave, Reynoldsburg, OH 43068 ***RETURNED***	Franklin	\$ 75.00	\$ 75.00	\$ 150.00
029-15M-FR	6/10/2015	5/8/2015	5/15/2015	6940 E Livingston Ave	060-001028-00	Ruben Livingston Ave Properties LLC	105 E. 4th St; Suite 300, Cincinnati, OH 45202	Franklin	\$ 205.00	\$ 75.00	\$ 280.00
031-15M-FR	6/10/2015	5/8/2015	5/13/2015	7800 Priestley Dr	060-008308-00	Bank of America National Association	1661 Worthington Rd; Suite 100, West Palm Beach, FL 33409	Franklin	\$ 100.00	\$ 75.00	\$ 175.00
034-15M-FR	6/10/2015	5/8/2015	5/12/2015	8253 Rodebaugh Rd	061-000069-00	Vodrick L & Marcy L Perry	8253 Rodebaugh Rd, Reynoldsburg, OH 43068 ***RETURNED***	Franklin	\$ 170.00	\$ 75.00	\$ 245.00
035-15M-FR	6/10/2015	5/7/2015	5/13/2015	1035 White Butterfly Ct	060-005117-00	Betty C Ridlehoover	1035 White Butterfly Ct, Reynoldsburg, OH 43068	Franklin	\$ 87.50	\$ 75.00	\$ 162.50
036-15M-FR	6/10/2015	5/7/2015	5/12/2015	6992 Wind River Dr	060-004359-00	Michael S & Melissa F Workman	6992 Wind River Dr, Reynoldsburg, OH 43068 ***RETURNED***	Franklin	\$ 50.00	\$ 75.00	\$ 125.00
037-15M-FR	6/19/2015	5/11/2015	5/13/2015	6727 Red Fox Rd	060-003330-00	Atalele Melke	6727 Red Fox Rd, Reynoldsburg, OH 43068 ***RETURNED***	Franklin	\$ 100.00	\$ 75.00	\$ 175.00
038-15M-FR	6/19/2015	5/11/2015	5/13/2015	1536 Rygate Dr	060-004081-00	Sec of Hud	4400 Will Rogers Parkway; Suite 300, Oklahoma City, OK 73108	Franklin	\$ 75.00	\$ 75.00	\$ 150.00
040-15M-FR	6/19/2015	5/11/2015	5/13/2015	1561 Stouder Dr	060-002416-00	Leroy & Shirley J Cooper	1561 Stouder Dr, Reynoldsburg, OH 43068 ***RETURNED***	Franklin	\$ 75.00	\$ 75.00	\$ 150.00

041-15M-FR	6/19/2015	5/11/2015	5/13/2015	6390 Welldon Ct	060-005764-00	Senthia Jewett Broom	6390 Welldon Ct, Reynoldsburg, OH 43068 ***RETURNED***	Franklin	\$ 50.00	\$ 75.00	\$ 125.00
042-15M-FR	6/19/2015	5/13/2015	5/14/2015	7760 Burkey Ave	060-001921-00	Conrex Residential Property Group 2013-1 LLC	3 Cordes St, Charleston, SC 29401	Franklin	\$ 75.00	\$ 75.00	\$ 150.00
044-15M-FR	6/19/2015	5/12/2015	5/14/2015	7155 Feather Ct	060-006927-00	Ayana D Lewis	7155 Feather Ct, Reynoldsburg, OH 43068 ***RETURNED***	Franklin	\$ 50.00	\$ 75.00	\$ 125.00
045-15M-FR	6/19/2015	5/13/2015	5/14/2015	7996 Goldsmith Dr	060-003544-00	George M & Martha E Heizer	7996 Goldsmith Dr, Reynoldsburg, OH 43068 ***RETURNED***	Franklin	\$ 300.00	\$ 75.00	\$ 375.00
048-15M-FR	6/19/2015	5/12/2015	5/15/2015	0411 Timber Creek Rd	060-005889-00	Christiana Trust Tr	1610 E Saint Andrew Pl, Santa Ana, CA 92705	Franklin	\$ 100.00	\$ 75.00	\$ 175.00
049-15M-FR	6/19/2015	5/12/2015	5/15/2015	7425 Tobin Ave	060-000467-00	Jessica R Kreutz	7425 Tobin Ave, Reynoldsburg, OH 43068 ***RETURNED***	Franklin	\$ 100.00	\$ 75.00	\$ 175.00
050-15M-FR	6/19/2015	5/5/2015	5/15/2015	7201 Tomahawk Trail	060-006943-00	Giorgi Giacomo Tr	840 Diley Rd, Pickerington, OH 43147	Franklin	\$ 100.00	\$ 75.00	\$ 175.00
051-15M-FR	6/26/2015	5/14/2015	5/15/2015	6723 Bartlett Rd	060-002032-00	US Bank National Association	4801 Frederica St, Owensboro, KY 42301	Franklin	\$ 50.00	\$ 75.00	\$ 125.00
052-15M-FR	6/26/2015	5/14/2015	5/15/2015	6919 Bartlett Rd	060-003026-00	Michelle L Vanwagen/Gregory A Williams	6919 Bartlett Rd, Reynoldsburg, OH 43068 ***RETURNED***	Franklin	\$ 50.00	\$ 75.00	\$ 125.00
053-15M-FR	6/26/2015	5/14/2015	5/18/2015	7121 Briarcliff Rd	060-005118-00	FKREI LLC	31 Graham Dr, Athens, OH 45701	Franklin	\$ 75.00	\$ 75.00	\$ 150.00
054-15M-FR	6/26/2015	5/14/2015	5/15/2015	1432 Clemens Pl	060-003988-00	US Bank National Association	4801 Frederica St, Owensboro, KY 42301	Franklin	\$ 75.00	\$ 75.00	\$ 150.00
055-15M-FR	6/26/2015	5/14/2015	5/15/2015	1430 Haft Dr	060-002154-00	Clifford R Marsh/Damon Marsh	1430 Haft Dr, Renoldsburg, OH 43068 ***RETURNED***	Franklin	\$ 87.50	\$ 75.00	\$ 162.50
057-15M-FR	6/26/2015	5/7/2015	5/18/2015	7130 Wind River Dr	060-004307-00	Kenneth A Boggs	7130 Wind River Dr, Reynoldsburg, OH 43068	Franklin	\$ 100.00	\$ 75.00	\$ 175.00
058-15M-FR	6/26/2015	5/14/2015	5/18/2015	7094 White Butterfly Ln	060-005090-00	Dianna K McConnaughey	7094 White Butterfly Ln, Reynoldsburg, OH 43068	Franklin	\$ 75.00	\$ 75.00	\$ 150.00
060-15M-FR	7/16/2015	5/15/2015	5/20/2015	8112 Maugham Dr	060-003821-00	Deborah S Portman	8112 Maugham Dr, Reynoldsburg, OH 43068 ***RETURNED***	Franklin	\$ 112.50	\$ 75.00	\$ 187.50
065-15M-FR	7/16/2015	5/13/2015	5/19/2015	7961 E Oak Valley Rd	060-000970-00	James L & Dorothy A Bates	P.O. Box 451, Reynoldsburg, OH 43068	Franklin	\$ 96.25	\$ 75.00	\$ 171.25
067-15M-FR	7/16/2015	5/11/2015	5/22/2015	1512 Rosehill Rd	060-002244-00	Eric W Smith	772 Delong St, Pickerington, OH 43147	Franklin	\$ 100.00	\$ 75.00	\$ 175.00
068-15M-FR	7/16/2015	5/18/2015	5/22/2015	1580 Rygate Dr	060-001351-00	Maplewood Properties Inc	P.O. Box 329, Etna, OH 43018	Franklin	\$ 75.00	\$ 75.00	\$ 150.00
069-15M-FR	7/16/2015	5/18/2015	5/22/2015	0715 Stow Pl	060-005612-00	Tamara L Moynihan	715 Stow Pl, Reynoldsburg, OH 43068 ***RETURNED***	Franklin	\$ 75.00	\$ 75.00	\$ 150.00
070-15M-FR	7/18/2015	5/12/2015	5/22/2015	7177 Anne Ct	060-006841-00	JPW Realty Co LLC	6 Lyonsgate, Columbus, OH 43209	Franklin	\$ 225.00	\$ 75.00	\$ 300.00
071-15M-FR	7/18/2015	5/19/2015	5/21/2015	7378 Lebanon Ave	060-000798-00	Barbara L Duffy/Heather D Golden	7378 Lebanon Ave, Reynoldsburg, OH 43068 ***RETURNED***	Franklin	\$ 175.00	\$ 75.00	\$ 250.00
072-15M-FR	7/18/2015	5/19/2015	5/21/2015	7075 Tomahawk Tr	060-007140-00	JPW Realty Co LLC	6 Lyonsgate, Columbus, OH 43209	Franklin	\$ 112.50	\$ 75.00	\$ 187.50
076-15M-FR	7/22/2015	5/21/2015	5/29/2015	1417 Terry Dr	060-001973-00	Stephen L Kasler	1417 Terry Dr, Reynoldsburg, OH 43068 ***RETURNED***	Franklin	\$ 75.00	\$ 75.00	\$ 150.00
077-15M-FR	7/22/2015	5/18/2015	6/3/2015	2151 Belltree Dr	060-005718-00	Sonja Mapp	2151 Belltree Dr, Reynoldsburg, OH 43068 ***RETURNED***	Franklin	\$ 112.50	\$ 75.00	\$ 187.50
082-15M-FR	7/22/2015	5/27/2015	6/3/2015	2210 Pinion Pl	060-006099-00	Terrance J Killilea	2210 Pinion Pl, Reynoldsburg, OH 43068 ***RETURNED***	Franklin	\$ 112.50	\$ 75.00	\$ 187.50
083-15M-FR	7/22/2015	5/29/2015	6/3/2015	7294 Saddletree Ct	060-006006-00	Jason A Barrett	935 Beverly Dr, Bucyrus, OH 44820	Franklin	\$ 100.00	\$ 75.00	\$ 175.00
084-15M-FR	7/22/2015	6/1/2015	6/5/2015	6510 Firethorn Ave	060-004277-00	Winfred Stelzer	***REVISED*** PO Box 141348, Columbus, OH 43214-6348	Franklin	\$ 150.00	\$ 75.00	\$ 225.00
086-15M-FR	7/30/2015	6/5/2015	6/10/2015	7996 Goldsmith Dr	060-003544-00	George M & Martha E Heizer	7996 Goldsmith Dr, Reynoldsburg, OH 43068 ***RETURNED***	Franklin	\$ 75.00	\$ 75.00	\$ 150.00
087-15M-FR	7/30/2015	6/3/2015	6/10/2015	1563 Marabar Dr	060-000392-00	Lee Hirschhorn	147 E Torrence Rd, Columbus, OH 43214	Franklin	\$ 50.00	\$ 75.00	\$ 125.00

reduced to \$400.00 by the Service Director
(Nathan Burd) per the Mayor 10/6/15*

088-15M-FR	7/30/2015	6/5/2015	6/9/2015	7800 Priestley Dr	060-008308-00	Bank of America National Association	1661 Worthington Rd; Suite 100, West Palm Beach, FL 33409	Franklin	\$ 100.00	\$ 75.00	\$ 175.00
090-15M-FR	7/30/2015	6/8/2015	6/12/2015	1807 Pickering Dr	060-002557-00	Secretary of Housing and Urban Development	451 7th St SW, Washington DC, 20410	Franklin	\$ 50.00	\$ 75.00	\$ 125.00
091-15M-FR	7/30/2015	6/11/2015	6/12/2015	7121 Briarcliff Rd	060-005118-00	FKREI LLC	31 Graham Dr, Athens, OH 45701	Franklin	\$ 75.00	\$ 75.00	\$ 150.00
092-15M-FR	7/30/2015	6/11/2015	6/15/2015	6905 Starfire Dr	060-004842-00	Scott O Smith	6905 Starfire Dr, Reynoldsburg, OH 43068	Franklin	\$ 50.00	\$ 75.00	\$ 125.00
093-15M-FR	7/30/2015	6/11/2015	6/12/2015	7094 White Butterfly Ln	060-005090-00	Jarod M & Tiffany M Washko	7189 Tomahawk Tr, Reynoldsburg, OH 43068	Franklin	\$ 100.00	\$ 75.00	\$ 175.00
096-15M-FR	8/5/2015	6/8/2015	6/22/2015	0241 Rosehill Rd	060-006518-00	Mari A Radel	241 Rosehill Rd, Reynoldsburg, OH 43068	Franklin	\$ 150.00	\$ 75.00	\$ 225.00
097-15M-FR	8/5/2015	6/23/2015	6/29/2015	7319 Roshon Ave	060-000635-00	Justin W Tope	7319 Roshon Ave, Reynoldsburg, OH 43068	Franklin	\$ 100.00	\$ 75.00	\$ 175.00
100-15M-FR	8/5/2015	6/16/2015	6/23/2015	7155 Feather Ct	060-006927-00	Ayana D Lewis	7155 Feather Ct, Reynoldsburg, OH 43068 ***RETURNED***	Franklin	\$ 50.00	\$ 75.00	\$ 125.00
103-15M-FR	8/5/2015	6/24/2015	6/30/2015	7378 Lebanon Ave	060-000798-00	Barbara L Duffy/Heather D Golden	7378 Lebanon Ave, Reynoldsburg, OH 43068 ***RETURNED***	Franklin	\$ 50.00	\$ 75.00	\$ 125.00
105-15M-FR	8/5/2015	6/26/2015	6/30/2015	1551 Mulligan Ct	060-008137-00	Daniel Yerger	1551 Mulligan Ct, Reynoldsburg, OH 43068 ***RETURNED***	Franklin	\$ 75.00	\$ 75.00	\$ 150.00
106-15M-FR	8/17/2015	6/30/2015	7/3/2015	2101 Belltree Dr	060-005723-00	US Bank National Association	4801 Frederica St, Owensboro, KY 42301	Franklin	\$ 100.00	\$ 75.00	\$ 175.00
107-15M-FR	8/17/2015	6/30/2015	7/2/2015	2151 Belltree Dr	060-005718-00	US Bank National Association	2151 Belltree Dr, Reynoldsburg, OH 43068 ***RETURNED***	Franklin	\$ 75.00	\$ 75.00	\$ 150.00
110-15M-FR	8/17/2015	6/30/2015	7/2/2015	6336 E Livingston Ave	060-009286-00	Impala Capital LLC	PO Box 110962, Campbell, CA 95011	Franklin	\$ 75.00	\$ 75.00	\$ 150.00
111-15M-FR	8/17/2015	6/30/2015	7/3/2015	2210 Pinion Pl	060-006099-00	Terrance J Killilea	2210 Pinion Pl, Reynoldsburg, OH 43068 ***RETURNED***	Franklin	\$ 50.00	\$ 75.00	\$ 125.00
113-15M-FR	8/17/2015	7/1/2015	7/7/2015	1233 Lancaster Ave	060-000262-00	Sharon K Maxwell	245 Carpenter Rd, Columbus, OH 43230	Franklin	\$ 75.00	\$ 75.00	\$ 150.00
114-15M-FR	8/17/2015	6/24/2015	7/7/2015	7376 Wollam Ave	060-000495-00	Michael J Brown	7376 Wollam Ave, Reynoldsburg, OH 43068	Franklin	\$ 75.00	\$ 75.00	\$ 150.00
115-15M-FR	8/18/2015	7/13/2015	7/15/2015	7996 Goldsmith Dr	060-003544-00	George M & Martha E Heizer	7996 Goldsmith Dr, Reynoldsburg, OH 43068 ***RETURNED***	Franklin	\$ 162.50	\$ 75.00	\$ 237.50
116-15M-FR	8/18/2015	7/10/2015	7/15/2015	7800 Priestley Dr	060-008308-00	Bank of America National Association	1661 Worthington Rd; Suite 100, West Palm Beach, FL 33409	Franklin	\$ 75.00	\$ 75.00	\$ 150.00
117-15M-FR	8/18/2015	7/10/2015	7/17/2015	6747 Rocky Den Rd	060-003359-00	Monica R Merriman	6747 Rocky Den Rd, Reynoldsburg, OH 43068	Franklin	\$ 250.00	\$ 75.00	\$ 325.00
120-15M-FR	8/18/2015	6/22/2015	7/10/2015	0684 Ravenna Cir	060-005606-00	US Bank National Association	4801 Frederica St, Owensboro, KY 42301	Franklin	\$ 100.00	\$ 75.00	\$ 175.00
121-15M-FR	8/18/2015	7/9/2015	7/10/2015	1417 Terry Dr	060-001973-00	Stephen L Kasler	1417 Terry Dr, Reynoldsburg, OH 43068 ***RETURNED***	Franklin	\$ 75.00	\$ 75.00	\$ 150.00
122-15M-FR	8/18/2015	7/7/2015	7/10/2015	7082 White Butterfly Ln	060-005088-00	David Penrod	7082 White Butterfly Ln, Reynoldsburg, OH 43068 ***RETURNED***	Franklin	\$ 75.00	\$ 75.00	\$ 150.00
123-15M-FR	8/19/2015	7/7/2015	7/23/2015	Birchview Dr-Vacant Lot	060-004618-00	Ramanujam Kannan	1725 Summersweet Cir, Lewis Center, OH 43035	Franklin	\$ 125.00	\$ 75.00	\$ 200.00
125-15M-FR	8/19/2015	7/9/2015	7/21/2015	8193 Rodebaugh Rd	060-008824-00	Jeffrey L Sr & Vanesia A Covington	8193 Rodebaugh Rd, Reynoldsburg, OH 43068 ***RETURNED***	Franklin	\$ 75.00	\$ 75.00	\$ 150.00
126-15M-FR	8/19/2015	7/17/2015	7/21/2015	7130 Wind River Dr	060-004307-00	Kenneth A Boggs	7130 Wind River Dr, Reynoldsburg, OH 43068	Franklin	\$ 100.00	\$ 75.00	\$ 175.00
127-15M-FR	8/19/2015	7/22/2015	7/27/2015	7155 Feather Ct	060-006927-00	Ayana D Lewis	7155 Feather Ct, Reynoldsburg, OH 43068 ***RETURNED***	Franklin	\$ 75.00	\$ 75.00	\$ 150.00
128-15M-FR	8/19/2015	7/23/2015	7/27/2015	0 Lancaster Ave (at 5 way intersection) Lancaster Ave & Livingston Ave	060-007440-00	Jerry & Maria T Ong	5095 Pickerington Rd, Carroll, OH 43112	Franklin	\$ 260.00	\$ 75.00	\$ 335.00
129-15M-FR	8/19/2015	7/22/2015	7/27/2015	7228 Marlan Ave	060-001653-00	Jennifer L Klausman	7228 Marlan Ave, Reynoldsburg, OH 43068	Franklin	\$ 75.00	\$ 75.00	\$ 150.00

130-15M-FR	8/19/2015	7/28/2015	7/31/2015	2101 Belltree Dr	060-005723-00	US Bank National Association	4801 Frederica St, Owensboro, KY 42301	Franklin	\$ 75.00	\$ 75.00	\$ 150.00
132-15M-FR	8/19/2015	7/29/2015	8/4/2015	7378 Lebanon Ave	060-000798-00	Barbara L Duffy/Heather D Golden	7378 Lebanon Ave, Reynoldsburg, OH 43068 ***RETURNED***	Franklin	\$ 100.00	\$ 75.00	\$ 175.00
133-15M-FR	8/19/2015	7/15/2015	7/31/2015	7294 Saddletree Ct	060-006006-00	Jason A Barrett	935 Beverly Dr, Bucyrus, OH 44820	Franklin	\$ 100.00	\$ 75.00	\$ 175.00
137-15M-FR	8/19/2015	7/31/2015	8/4/2015	1551 Mulligan Ct	060-008137-00	Daniel Yerger	1551 Mulligan Ct, Reynoldsburg, OH 43068 ***RETURNED***	Franklin	\$ 75.00	\$ 75.00	\$ 150.00
138-15M-FR	8/19/2015	7/31/2015	8/4/2015	7082 White Butterfly Ln	060-005088-00	David Penrod	7082 White Butterfly Ln, Reynoldsburg, OH 43068 ***RETURNED***	Franklin	\$ 50.00	\$ 75.00	\$ 125.00
139-15M-FR	8/25/2015	6/23/2015	7/1/2015	7201 Tomahawk Trail	060-006943-00	Giorgi Giacomo Tr	840 Diley Rd, Pickerington, OH 43147	Franklin	\$ 87.50	\$ 75.00	\$ 162.50
141-15M-FR	8/25/2015	7/21/2015	8/7/2015	2210 Pinion Pl	060-006099-00	Terrance J Killilea	2210 Pinion Pl, Reynoldsburg, OH 43068 ***RETURNED***	Franklin	\$ 50.00	\$ 75.00	\$ 125.00
142-15M-FR	8/25/2015	8/3/2015	8/7/2015	1154 Addison Dr	060-003635-00	Maplewood Properties Inc	PO Box 329, Etna, OH 43018	Franklin	\$ 75.00	\$ 75.00	\$ 150.00
145-15M-FR	8/25/2015	8/10/2015	8/12/2015	0684 Ravenna Cir	060-005606-00	US Bank National Association	4801 Frederica St, Owensboro, KY 42301	Franklin	\$ 50.00	\$ 75.00	\$ 125.00
146-15M-FR	9/3/2015	8/13/2015	8/17/2015	1417 Terry Dr	060-001973-00	Stephen L Kasler	1417 Terry Dr, Reynoldsburg, OH 43068 ***RETURNED***	Franklin	\$ 75.00	\$ 75.00	\$ 150.00
148-15M-FR	9/3/2015	8/18/2015	8/21/2015	1807 Pickering Dr	060-002557-00	Secretary of Housing and Urban Development	451 7th St SW, Washington DC, 20410	Franklin	\$ 50.00	\$ 75.00	\$ 125.00
149-15M-FR	9/3/2015	8/18/2015	8/21/2015	8193 Rodebaugh Rd	060-008824-00	Jeffrey L Sr & Vanesia A Covington	8193 Rodebaugh Rd, Reynoldsburg, OH 43068 ***RETURNED***	Franklin	\$ 50.00	\$ 75.00	\$ 125.00
151-15M-FR	9/10/2015	8/24/2015	8/28/2015	0 Lancaster Ave (at 5 way intersection) Lancaster Ave & Livingston Ave	060-007440-00	Jerry & Maria T Ong	5095 Pickerington Rd, Carroll, OH 43112	Franklin	\$ 185.00	\$ 75.00	\$ 260.00
152-15M-FR	9/10/2015	8/24/2015	8/28/2015	7814 E Main St (empty lot next to Family Dollar)	060-006239-00	Reynoldsburg Investment Co	c/o Steven Fireman, 1655 Old Leonard Ave, Columbus, OH 43219	Franklin	\$ 140.00	\$ 75.00	\$ 215.00
155-15M-FR	9/10/2015	8/25/2015	8/28/2015	2210 Pinion Pl	060-006099-00	Terrance J Killilea	2210 Pinion Pl, Reynoldsburg, OH 43068 ***RETURNED***	Franklin	\$ 50.00	\$ 75.00	\$ 125.00
157-15M-FR	9/30/2015	8/25/2015	9/2/2015	2251 Ayers Dr	060-005853-00	Cesidia Tata	3256 Gurtis Dr, Reynoldsburg, OH 43068	Franklin	\$ 50.00	\$ 75.00	\$ 125.00
158-15M-FR	9/30/2015	8/27/2015	9/2/2015	6723 Bartlett Rd	060-002032-00	US Bank National Association	4801 Frederica St, Owensboro, KY 42301	Franklin	\$ 100.00	\$ 75.00	\$ 175.00
161-15M-FR	9/30/2015	8/26/2015	9/8/2015	7228 Marlan Ave	060-001653-00	Suntrust Mortgage Inc	1001 Semmes Ave, Richmond, VA 23224	Franklin	\$ 100.00	\$ 75.00	\$ 175.00
162-15M-FR	9/30/2015	8/19/2015	9/8/2015	1580 Rygate Dr	060-001351-00	Maplewood Properties Inc	PO Box 329, Etna, OH 43018	Franklin	\$ 100.00	\$ 75.00	\$ 175.00
164-15M-FR	9/30/2015	9/10/2015	9/15/2015	8193 Rodebaugh Rd	060-008824-00	Jeffrey L Sr & Vanesia A Covington	8193 Rodebaugh Rd, Reynoldsburg, OH 43068	Franklin	\$ 50.00	\$ 75.00	\$ 125.00
165-15M-FR	9/30/2015	9/14/2015	9/16/2015	1154 Addison Dr	060-003635-00	Maplewood Properties Inc	PO Box 329, Etna, OH 43018	Franklin	\$ 75.00	\$ 75.00	\$ 150.00
166-15M-FR	9/30/2015	9/15/2015	9/16/2015	7800 Priestley Dr	060-008308-00	Bank of America National Association	1661 Worthington Rd; Suite 100, West Palm Beach, FL 33409	Franklin	\$ 75.00	\$ 75.00	\$ 150.00
167-15M-FR	9/30/2015	9/16/2015	9/18/2015	0979 Hillridge Rd	060-000876-00	Maplewood Properties Inc	***REVISED*** PO Box 329, Etna, OH 43018	Franklin	\$ 50.00	\$ 75.00	\$ 125.00
169-15M-FR	10/8/2015	9/18/2015	9/23/2015	0 Lancaster Ave (at 5 way intersection) Lancaster Ave & Livingston Ave	060-007440-00	Jerry & Maria T Ong	5095 Pickerington Rd, Carroll, OH 43112	Franklin	\$ 157.50	\$ 75.00	\$ 232.50
170-15M-FR	10/8/2015	9/18/2015	9/25/2015	1551 Mulligan Ct	060-008137-00	Daniel Yerger	1551 Mulligan Ct, Reynoldsburg, OH 43068 ***RETURNED***	Franklin	\$ 75.00	\$ 75.00	\$ 150.00
172-15M-FR	10/8/2015	9/22/2015	9/25/2015	2210 Pinion Pl	060-006099-00	Terrance J Killilea	2210 Pinion Pl, Reynoldsburg, OH 43068 ***RETURNED***	Franklin	\$ 50.00	\$ 75.00	\$ 125.00
173-15M-FR	10/13/2015	9/23/2015	9/30/2015	7378 Lebanon Ave	060-000798-00	Barbara L Duffy/Heather D Golden	7378 Lebanon Ave, Reynoldsburg, OH 43068 ***RETURNED***	Franklin	\$ 100.00	\$ 75.00	\$ 175.00
174-15M-FR	10/13/2015	9/24/2015	9/30/2015	1555 Marvin Dr	060-002233-00	Denise E Dinwiddie	1555 Marvin Dr, Reynoldsburg, OH 43068 ***RETURNED***	Franklin	\$ 75.00	\$ 75.00	\$ 150.00

175-15M-FR	10/13/2015	9/16/2015	9/30/2015	7456 Saratoga Ave	060-001693-00	SWB Investments	7456 Saratoga Ave, Reynoldsburg, OH 43068	Franklin	\$ 75.00	\$ 75.00	\$ 150.00
177-15M-FR	10/13/2015	9/24/2015	10/1/2015	1417 Terry Dr	060-001973-00	Stephen L Kasler	1417 Terry Dr, Reynoldsburg, OH 43068 ***RETURNED***	Franklin	\$ 75.00	\$ 75.00	\$ 150.00
179-15M-FR	10/27/2015	9/21/2015	10/12/2015	0241 Rosehill Rd	060-006518-00	Mari A Radel	241 Rosehill Rd, Reynoldsburg, OH 43068	Franklin	\$ 200.00	\$ 75.00	\$ 275.00
180-15M-FR	10/27/2015	10/7/2015	10/16/2015	7164 Anne Ct	060-006847-00	William G & Tracy L Robson	7164 Anne Ct, Reynoldsburg, OH 43068	Franklin	\$ 50.00	\$ 75.00	\$ 125.00
181-15M-FR	10/27/2015	10/14/2015	10/16/2015	7155 Feather Ct	060-006927-00	Ayana D Lewis	7155 Feather Ct, Reynoldsburg, OH 43068 ***RETURNED***	Franklin	\$ 50.00	\$ 75.00	\$ 125.00
182-15M-FR	10/27/2015	9/14/2015	10/13/2015	0645 Rosehill Rd	060-005240-00	Valerie L Early	0645 Rosehill Rd, Reynoldsburg, OH 43068 ***RETURNED***	Franklin	\$ 75.00	\$ 75.00	\$ 150.00
183-15M-FR	10/27/2015	10/5/2015	10/15/2015	1170 Fletcher Dr	060-003509-00	Isaac S Bridgeforth Jr	1170 Fletcher Dr, Reynoldsburg, OH 43068	Franklin	\$ 50.00	\$ 75.00	\$ 125.00
185-15M-FR	10/27/2015	10/15/2015	10/20/2015	6336 Livingston Ave	060-009286-00	Impala Capital LLC	PO Box 110962, Campbell, CA 95011	Franklin	\$ 50.00	\$ 75.00	\$ 125.00
186-15M-FR	11/5/2015	10/2/2015	10/21/2015	7130 Wind River Dr	060-004307-00	Kenneth A Boggs	7130 Wind River Dr, Reynoldsburg, OH 43068	Franklin	\$ 100.00	\$ 75.00	\$ 175.00
											\$ 20,633.75

Service Department**Bill Sampson****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6884 Phone****ORDINANCE REQUEST**

DATE: **July 11, 2016**

TO: **Finance Committee**

RE: **Ordinance Authorizing and Directing the Clerk of Council to Certify Grass and Weed Cutting Costs (2015) for Collection by the Licking County Auditor and Declaring an Emergency. (First Reading 6/27/2016).**

Emergency/Suspension: Emergency

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

Statement of necessity: This item can go three readings, but will need to be passed as an emergency so the documentation can be sent to the County Auditor soon enough to satisfy their timeline.

Request authorization for the Clerk of Council to send grass and weed assessment information to the Licking County Auditor in accordance with 543.08. The list of unpaid invoices is attached.

2015 County ~ Licking County Nuisance Mowing Records

Parcel #	Invoice #	Invoice Date	Inspection Date	Mowing Date	Site Address	Owner Name	Billing Address	County	Invoice Amount	Admin Fees	Total Due
013-027294-00.164	131-15M-LK	8/19/2015	7/30/2015	8/4/2015	8966 Coral Canyon Cir	Mark E & Christina M Ross	8966 Coral Canyon Cir, Reynoldsburg, OH 43068	Licking	\$ 125.00	\$ 75.00	\$ 200.00
013-027342-00.011	43-15M-LK	6/19/2015	5/13/2015	5/14/2015	2056 Clay Stone Pl	Collie L Brown Jr	2056 Clay Stone Pl, Reynoldsburg, OH 43068 ***RETURNED***	Licking	\$ 100.00	\$ 75.00	\$ 175.00
013-027342-00.011	78-15M-LK	7/22/2015	5/27/2015	6/3/2015	2056 Clay Stone Pl	Collie L Brown Jr	2056 Clay Stone Pl, Reynoldsburg, OH 43068 ***RETURNED***	Licking	\$ 87.50	\$ 75.00	\$ 162.50
013-027342-00.011	102-15M-LK	8/5/2015	6/26/2015	6/30/2015	2056 Clay Stone Pl	Collie L Brown Jr	2056 Clay Stone Pl, Reynoldsburg, OH 43068 ***RETURNED***	Licking	\$ 75.00	\$ 75.00	\$ 150.00
013-027342-00.011	136-15M-LK	8/19/2015	7/31/2015	8/4/2015	2056 Clay Stone Pl	Collie L Brown Jr	2056 Clay Stone Pl, Reynoldsburg, OH 43068 ***RETURNED***	Licking	\$ 50.00	\$ 75.00	\$ 125.00
013-027342-00.011	156-15M-LK	9/30/2015	8/28/2015	9/2/2015	2056 Clay Stone Pl	Collie L Brown Jr	2056 Clay Stone Pl, Reynoldsburg, OH 43068 ***RETURNED***	Licking	\$ 75.00	\$ 75.00	\$ 150.00
013-027342-00.015	12-15M-LK	5/13/2015	4/29/2015	5/1/2015	2048 Stone Valley Pl	American Homes 4 Rent Properties Seven LLC	30601 Agoura Rd, Suite 200, Agoura Hills, CA 91301	Franklin	\$ 75.00	\$ 75.00	\$ 150.00
013-027588-00.171	19-15M-LK	6/5/2015	5/1/2015	5/7/2015	0945 Dianthus Ct	Brien L Bellous	945 Dianthus Ct, Reynoldsburg, OH 43068 ***RETURNED***	Licking	\$ 295.00	\$ 75.00	\$ 370.00
013-027588-00.171	75-15M-LK	7/22/2015	5/22/2015	5/29/2015	0945 Dianthus Ct	Brien L Bellous	945 Dianthus Ct, Reynoldsburg, OH 43068 ***RETURNED***	Licking	\$ 100.00	\$ 75.00	\$ 175.00
013-027588-00.171	99-15M-LK	8/5/2015	6/19/2015	6/23/2015	0945 Dianthus Ct	Brien L Bellous	945 Dianthus Ct, Reynoldsburg, OH 43068 ***RETURNED***	Licking	\$ 50.00	\$ 75.00	\$ 125.00
013-027588-00.201	147-15M-LK	9/3/2015	7/28/2015	8/18/2015	8895 Taylor Woods Dr	Michael & Jennifer D Andis	8895 Taylor Woods Dr	Licking	\$ 75.00	\$ 75.00	\$ 150.00
013-027588-00.215	124-15M-LK	8/19/2015	7/20/2015	7/21/2015	0825 Monarda Pl	Melanie A Bangert	825 Monarda Pl, Reynoldsburg, OH 43068	Licking	\$ 50.00	\$ 75.00	\$ 125.00
013-028836-00.000	08-15M-LK	5/13/2015	4/29/2015	5/4/2015	8241 Candlewood Way	Joan A Baker	8241 Candlewood Way, Reynoldsburg, OH 43068 ***RETURNED***	Franklin	\$ 275.00	\$ 75.00	\$ 350.00
013-028836-00.000	74-15M-LK	7/22/2015	5/20/2015	5/29/2015	8241 Candlewood Way	Joan A Baker	8241 Candlewood Way, Reynoldsburg, OH 43068 ***RETURNED***	Licking	\$ 125.00	\$ 75.00	\$ 200.00
013-030150-00.016 & 013-030150-00.020	63-15M-LK	7/16/2015	5/13/2015	5/19/2015	8301 & 8311 Glencrest Dr	Westward Partners LLC	97 Beech Ridge Dr, Powell, OH 43065	Licking	\$ 123.75	\$ 75.00	\$ 198.75
013-030150-00.016 & 013-030150-00.020	108-15M-LK	8/17/2015	6/29/2015	7/6/2015	8301 & 8311 Glencrest Dr	Westward Partners LLC	97 Beech Ridge Dr, Powell, OH 43065	Licking	\$ 55.00	\$ 75.00	\$ 130.00
013-030396-00.000	59-15M-LK	7/14/2015	5/15/2015	5/20/2015	1377 Crestview St	US Bank National Association	4801 Frederica St, Owensboro, KY 42301	Licking	\$ 100.00	\$ 75.00	\$ 175.00
013-030450-00.000	18-15M-LK	6/5/2015	5/1/2015	5/5/2015	1306 Crestview St	Quicken Loans Inc	1050 Woodward Ave, Detroit, MI 48226	Licking	\$ 75.00	\$ 75.00	\$ 150.00
013-030450-00.000	94-15M-LK	8/5/2015	6/12/2015	6/18/2015	1306 Crestview St	Quicken Loans Inc	***REVISED*** 1050 Woodward Ave, Detroit, MI 48226	Licking	\$ 200.00	\$ 75.00	\$ 275.00
013-030450-00.000	144-15M-LK	8/25/2015	8/3/2015	8/12/2015	1306 Crestview St	Quicken Loans Inc	***REVISED*** 1050 Woodward Ave, Detroit, MI 48226	Licking	\$ 75.00	\$ 75.00	\$ 150.00
013-030450-00.000	184-15M-LK	10/27/2015	10/12/2015	10/13/2015	1306 Crestview St	Quicken Loans Inc	***REVISED*** 1050 Woodward Ave, Detroit, MI 48226	Licking	\$ 100.00	\$ 75.00	\$ 175.00
090-141180-00.037	101-15M-LK	8/5/2015	6/19/2015	6/29/2015	9161 Ruston Ln	US Bank National Association	4801 Frederica St, Owensboro, KY 42301	Licking	\$ 50.00	\$ 75.00	\$ 125.00
090-141180-00.046	79-15M-LK	7/22/2015	5/29/2015	6/5/2015	9212 Firstgate Dr	Daniel T & Margaret M Fenters	9212 Firstgate Dr, Reynoldsburg, OH 43068 ***RETURNED***	Licking	\$ 75.00	\$ 75.00	\$ 150.00

Attachment: 2015 County Licking Cty Nuisance Mowing (1453 : Certify Grass and Weed Cutting Costs for

090-141180-00.121	33-15M-LK	6/10/2015	5/8/2015	5/12/2015	9093 Ridgeline Dr	Dorothy S Sanborn	9093 Ridgeline Dr, Reynoldsburg, OH 43068	Licking	\$ 137.50	\$ 75.00	\$ 212.50
											\$ 4,348.75

Service Department**Bill Sampson****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6884 Phone****ORDINANCE REQUEST**

DATE: July 11, 2016**TO: Finance Committee****RE: ORDINANCE TO APPROVE PAYMENT OF SERVICES
PERFORMED PRIOR TO THE AUDITOR'S CERTIFICATION OF
AVAILABILITY OF FUNDS AND DECLARING AN EMERGENCY.**

Emergency/Suspension: Emergency

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

Statement of necessity: Then & Now required to be passed w/in 30 days from receipt of the Auditor's certificate.

See Attached.

AUDITOR'S CERTIFICATION

"Then and Now"

Section 5705.41(D) of the Ohio Revised Code states that, when a purchase of goods and services is made prior to the Auditor's certification of available funds, the Auditor shall prepare a certificate stating that funds were available at the time of the purchase and are still available at the time of receipt of the invoice for such purchase. The certificate shall be presented to City Council for its consideration of approval. Resulting legislation shall be passed within 30 days from receipt of the Auditor's certificate.

I do hereby certify that the amount of \$ 64,94.00 has been appropriated and was available in the treasury at the date of purchase MAY, 20 and is still available as of 6/29/16 for the following purchase:

Purchase Order 2016-1258

Date of Invoice June 20, 2016

Vendor Toole & Assoc

Description Plan Review Services - CBC

Invoice No. 03033-144

Account 110,479.5339



City Auditor

6/30/16

Date

Attachment: Then and Now Tool & Assoc (1480 : Then & Now)

Ship To

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

Bill To

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

Purchase Order
No. 2016-00001258

DATE 06/23/2016

VENDOR 10822 - TOOLE & ASSOCIATES LLC

Contact

TOOLE & ASSOCIATES LLC
454 E MAIN STREET
SUITE 236
ATTN: CAROLINE ASEBROOK



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

DELIVER BY
SHIP VIA
FREIGHT TERMS
PAGE 1 of 1
ORIGINATOR: Shelley Slota

REFERENCE

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	Miscellaneous Contract Services - Backup CBO and inspection services 110.479.5339 - Misc Contract Services 9,999.00	9,999.0000	\$9,999.00
		03033-144	6/20/16	6,494.00
TOTAL DUE				\$9,999.00

AUDITOR'S CERTIFICATE

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

Richard E. Ham

Special Instructions

Attachment: Then and Now Tool & Assoc (1480 : Then & Now)

Ship To

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

Bill To

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

Purchase Order
No. 2016-00001066

DATE 05/17/2016

VENDOR 10822 - Toole & Associates, LLC

Contact

Toole & Associates, LLC
454 E Main St
COLUMBUS, OH 43215



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

DELIVER BY
SHIP VIA
FREIGHT TERMS
PAGE 1 of 1
ORIGINATOR: Shelley Slota

REFERENCE

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	Miscellaneous Contract Services - Monthly CBO and Inspections fees 110.479.5339 - Misc Contract Services 6,000.00	6,000.0000	\$6,000.00
		03033- 144	6/20/14	1813.50
		C		
		hce 4		
TOTAL DUE				\$6,000.00

AUDITOR'S CERTIFICATE

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

Richard E. Hamer

Special Instructions

Attachment: Then and Now Tool & Assoc (1480 : Then & Now)

Ship To

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

Bill To

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

Purchase Order
No. 2016-00000602

DATE 02/16/2016

VENDOR 10822 - Toole & Associates, LLC



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

DELIVER BY
SHIP VIA
FREIGHT TERMS
PAGE 1 of 1
ORIGINATOR: Shelley Taylor

Contact

Toole & Associates, LLC
454 E Main St
COLUMBUS, OH 43215

REFERENCE

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	Engineering-General - Monthly plan review fees 960.000.....5527.. - Agency/Tief Distributions 9,999.00	9,999.0000	\$9,999.00
		03033-144 May 2016	6/20/16	6,909.50
		hal 639.10		
TOTAL DUE				\$9,999.00

AUDITOR'S CERTIFICATE

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

Richard E. Hami

Special Instructions

Attachment: Then and Now Tool & Assoc (1480 : Then & Now)

INVOICE

Toole & Associates

Received

JUN 21 2016

June 20, 2016:

Reynoldsburg Building Division

NET 30 DAYS

City of Reynoldsburg
7232 East Main Street
Reynoldsburg, Ohio 43068

Invoice No.: 03033-144
Order No.: Contract

Plan Review Services for the City of Reynoldsburg Building Department for May 2016:

Residential Plan Reviews	No. of Reviews	Rate	Total
Fixed Fee (Individual Residence)		\$110.00	
Resubmittal/Minor Alterations	13.00	\$65.00	\$845.00 ✓
Residential Cost Totals			\$845.00
Commercial Plan Reviews	Hours	Rate	Total
Certified Building Official (Back-Up)	6.00	\$90.00	\$540.00 ✓
Commercial Plan Reviews	77.75	\$78.00	\$6,064.50 ✓
Inspections	119.50	\$65.00	\$7,767.50 ✓
Commercial Cost Totals			\$14,372.00
Direct Expenses	Count	Rate	Total
Mileage		.54	
Printing & Reproduction			
Postage and Delivery (UPS)			\$
Direct Expense Sub Total			
Direct Expense Multiplier		10%	
Direct Expense Total			

TOTAL THIS INVOICE

BUILDING DEPT.

\$15,217.00

Total Amount Invoiced 2016: \$44,925.40

Total # of Inspections 2016: 499

A/C# 116-479-5339
F.O.# 1258
VEN# 10822 AMT\$ 6494.00
INV# 03033-144
DIRECTOR 1/1/17 DATE 6/20/16

BUILDING DEPT.
A/C# 110-479-5339
F.O.# 1066
VEN# 10822 AMT\$ 1813.
INV# 03033-144
DIRECTOR 1/1/17 DATE 6/20/16

Thank you for the opportunity to be of service to you on this project.



William R. Toole, CBO
Principal

I certify that the amount of this invoice represents the actual labor and expenses on this project.

BUILDING DEPT.
A/C# 960-000-5527
F.O.# 602
VEN# 10822 AMT\$ 6,909.50
INV# 03033-144
DIRECTOR 1/1/17 DATE 6/20/16

Toole & Associates

454 East Main Street Suite 236 Columbus, Ohio 43215 (614) 224-2300 fax (614) 233-5812

INVOICE

Plan Review Status:

Log Number	Project / Status	Review Time
173272	2829 Taylor Rd, Bath & Body Works, Alteration, Approved	2.75 ✓
173273	2829 Taylor Rd, Bath & Body Works, Sign, Approved	1.25 ✓
173283	1909 Baltimore-Reynoldsburg Rd, Alteration, Partial Approval	1.50 ✓
173330	8455 E Main St, DC4 Lobby Renovations, Approved	2.50 ✓
173381	1700,04,14 & 18 Blacklick Creek Dr, Bldg W, New build, Approved	1.75 ✓
173382	1697, 1701, 05,09 & 13 Blacklick Creek Dr., Bldg V, New Build, Approved	1.75 ✓
173389	1788 Pointe Dr, Mailbox Kiosk, New Build, Approved	.50 ✓
173386	1660,64,68,72,76,80,84 & 88 Blacklick Creek Dr, Bldg U, New Build, Approved	1.75 ✓
173368	1646,50,54 & 58 Blacklick Creek Dr, Bldg T, New Build, Approved	1.50 ✓
173385	1628,32,36 & 40 Blacklick Creek Dr, Bldg R, New Build, Approved	1.50 ✓
173362	1669,73,77 & 81 Blacklick Creek Dr, Bldg S, New Build, Approved	1.50 ✓
173379	1592,96, 1600 & 1604 Blacklick Creek Dr, Bldg M, New Build, Approved	1.50 ✓
173358	1607,11,15 & 19 Blacklick Creek Dr, Bldg N, New Build, Approved	1.50 ✓
173357	1610,14,18 & 22 Blacklick Creek Dr, Bldg P, New Build, Approved	1.50 ✓
173380	1625,29,33 & 37 Blacklick Creek Dr, Bldg Q, New Build, Approved	1.50 ✓
173345	8035 E Broad St, New Build, Approved	9.00 ✓
173364	1772,76,80 & 84 Pointe Dr, Bldg C, New Build, Approved	1.50 ✓
173355	1809,13,17,21,25 & 29 Pointe Dr, Bldg A, New Build, Approved	1.75 ✓
173388	1787,91,95 & 99 Pointe Dr, Bldg B, New Build, Approved	1.50 ✓
173384	1767,71,75 & 79 Pointe Dr., Bldg D, New Build, Approved	1.50 ✓
173356	1703, 07,11 & 15 Pointe Dr., Bldg G, New Build, Approved	1.50 ✓
173383	1738 & 1742 Pointe Dr, Bldg F, New Build, Approved	1.25 ✓
173359 <i>60</i>	1743,47 & 51 Pointe Dr, Bldg E, New Build, Approved	1.50 ✓
173387	1682,86,90 & 94 Pointe Dr, Bldg K, New Build, Approved	1.50 ✓
173377	1708,12,16 & 20 Pointe Dr, Bldg H, New Build, Approved	1.50 ✓
173378	1683,87,91 & 95 Pointe Dr, Bldg J, New Build, Approved	1.50 ✓
173365	1663,67,71 & 75 Pointe Dr, Bldg L, New Build, Approved	1.50 ✓
173395	2056 Baltimore-Reynoldsburg Rd, Tima's Nails & Spa, Sign, Approved	1.00 ✓
173396	1755 Lancaster Ave, Dr Gina Nichols, Alteration, CL#1	2.50 ✓
173394	8455 E Main St, DC4Lobby Renovations, Toilets Breakroom Renovation, Approved	2.50 ✓

Attachment: Then and Now Tool & Assoc (1480 : Then & Now)

Toole & Associates

454 East Main Street Suite 236 Columbus, Ohio 43215 (614) 224-2300 fax (614) 233-5812

INVOICE

Toole & Associates

Plan Review Status:

Log Number	Project / Status	Review Time
173405	8173 E Broad St, TJ Maxx, Fire alarm, Approved	1.25 ✓
173409	8157 E Broad St, Maurice's, fire suppression alterations, Approved	1.75 ✓
173411	8173 E Broad St, TJ Maxx, Fire suppression alterations, Approved	1.25 ✓
173410	8163 E Broad St, Shoe Dept, Fire suppression alterations, Approved	1.25 ✓
173413	2056 Baltimore-Reynoldsburg Rd, Tima Nail & Spa, Tenant Space Alterations, Approved	2.00 ✓
173482	7932 E Main St, Reynoldsburg City School Bus Facility, pump emergency shut off, Approved	1.25 ✓
173439	2839 Taylor Rd, Bath & Body Works, fire suppression alteration, Approved	1.25 ✓
173566	2225 Taylor Park Dr, Wesley Ridge, Temporary Tent, Approved	1.50 ✓
173563	7041 E Main St, Goo Goo Express Wash, sign, Approved	1.00 ✓
173573	8067 E Broad St, Dollar Tree, Fire Suppression Alterations, Approved	2.00 ✓
172804	2290 Ayers Dr, Fire suppression revisions, Approved	1.50 ✓
172951	7041 E Main St, Goo Goo Car Wash, Electrical alterations, Approved	1.25 ✓
172952	7041 E Main St, Goo Goo Car Wash, Equipment alterations, Approved	1.25 ✓
173621	7315 e main St, Visiting Angels, sign, Approved	1.00 ✓
172712	8655 E Broad St, Limited Brands, Addition of stairs to conveyor platform, Approved	1.25 ✓
173639	2413 Taylor Square Dr, Two signs, Approved	1.25 ✓
Total Commercial Plan Review:		77.75 Hrs. ✓

Attachment: Then and Now Tool & Assoc (1480 : Then & Now)

Toole & Associates

454 East Main Street Suite 236 Columbus, Ohio 43215 (614) 224-2300 fax (614) 233-5812

INVOICE



Toole & Associates

Residential Plan Review Status:

Log Number	Project / Status	Review Time
Alterations:		
172947 ✓	1184 Rosehill Rd, Revision #2 Alterations, Approved	
172013 ✓	1670 Lancaster Ave, Repair fire damage revision #1, Approved	
173361 ✓	7889 Cheriton Cr, New Deck, Approved	
173213 ✓	6400 Rugosa Ave, pool, Approved	
173488 ✓	7931 Priestly Dr, Deck, Approved	
173456 ✓	2034 Ravine Way, Deck, Approved	
173453 ✓	323 Timber Creek Rd, Basement Finish, Approved	
173431 ✓	6539 Rocky Den Rd, Replace door with window, Approved	
173213 ✓	6400 Rugosa Ave, Pool Revision, Approved	
173213 ✓	6400 Rugosa Ave, Deck Revision, Approved	
173508 ✓	1457 Golding Rd, repair from auto collision, Approved	
173742 ✓	7702 Pembroke Dr, New Deck, Approved	
173638 ✓	7830 Astra Cr, New Deck, Approved	
Total Residential Alterations/Resubmissions:		13
CBO Time:		
05/03/16	WRT meeting at Reynoldsburg with Bill Sampson	1.50 ✓
05/04/16	WRT meeting with owner at 1020 Sunview	2.50 ✓
05/13/16	WRT Asbestos consultation at Parks Bldg	2.00 ✓
Total CBO Time		6.00 Hrs. ✓

Attachment: Then and Now Tool & Assoc (1480 : Then & Now)

Toole & Associates

454 East Main Street Suite 236 Columbus, Ohio 43215 (614) 224-2300 fax (614) 233-5812

INVOICE



Toole & Associates

May 2016 Inspections:

Date	Permit #	Address	Status	Hours	
05/02/16	30069-B	8455 Papillon Ave,	Final, Approved	1.00	✓
05/02/16	13878-H	1593 Mulligan Ct.,	HVAC, Approved	.50	✓
05/02/16	15498-E	8173 Broad St.,	Electric Rough, Approved	.75	✓
05/02/16	30565-B	8173 Broad St,	Insulation, Approved	.50	✓
05/02/16	10402-SW	1242 Mastell Dr,	S/A New, Approved	.50	✓
05/02/16	30645-B	9340 Huggins Ln,	Final, Approved	1.00	✓
05/02/16	15562-E	8173 Broad St,	Electric Rough, Approved	.75	✓
05/02/16	15581-E	8067 Broad St,	Electric Service, Disapproved	.50	✓
05/03/16	30565-B	8173 Broad St,	Framing, Approved	1.00	✓
05/03/16	30565-B	8173 Broad St,	gypsum wall board, Approved	.25	✓
05/03/16	15526-E	2227 Taylor Park Dr,	Electric Service, Approved	2.00	✓
05/03/16	30627-B	2091 Ravine Pl,	Final, Approved	.75	✓
05/03/16	30681-B	8455 Broad St,	Fire Alarm, Approved	1.00	✓
05/03/16	14031-H	2225 Taylor Park Dr,	HVAC, Cancelled PTA	N/C	✓
05/03/16	14069-H	7807 Jordan Crossing,	HVAC, Approved	.50	✓
05/03/16	15586-E	6801 Shaulis Dr,	Electric Final, Approved	.75	✓
05/03/16	30684-B	6655 Helm Ave,	Roofing, Approved	.75	✓
05/03/16		8173 Broad St,	Hydro Test, Approved	2.00	✓
05/04/16	30400-B	7457 Main St E.,	Life Safety, Approved	1.25	✓
05/04/16	15498-E	8173 Broad St,	Electric Rough, Disapproved	.25	✓
05/04/16	30566-B	8067 Broad St,	Fire Suppression, Disapproved	.25	✓
05/04/16	30487-B	6754 Main St E.,	Life Safety, Approved	1.00	✓
05/04/16	30690-B	6754 Main St E,	Fire Alarm, Approved	.75	✓
05/04/16	30689-B	8067 Broad St,	Framing, Partial Approval	.75	✓
05/04/16	15560-E	6935 Main St E,	Electric Final, No Answer	N/C	✓
05/04/16	14031-H	2225 Taylor Park Dr,	HVAC Approved	.50	✓
05/04/16	14059-H	6801 Shaulis Dr,	HVAC, Approved	.50	✓
05/04/16	15585-E	1561 Stouder Dr,	Electric	.50	✓
05/05/16	15498-E	8173 Broad St,	Electric Rough, Approved	.75	✓
05/05/16	15560-E	6935 Main St E,	Electric Final, Disapproved	.25	✓
05/05/16	30684-B	6655 Helm Ave,	Roofing, Approved	.50	✓
05/05/16	30697-B	6514 Furth Dr,	Roofing, Approved	.50	✓
05/06/16		8173 Broad St.,	Fire Suppression, Approved	2.00	✓
05/06/16	15570-E	8655 Broad St,	Electric Rough, Approved	1.00	✓
05/06/16	14079-H	1579 Mulligan Ct,	HVAC, Approved	.50	✓
05/06/16	14083-H	8067 Broad St,	Gas Piping, Approved	.50	✓
05/09/16	30518-B	1002 Mahle Dr,	Final, Approved	1.00	✓
05/09/16	30565-B	8173 Broad St,	Framing, Approved	.50	✓
05/09/16	30571-B	8173 Broad St,	Fire Suppression, Approved	2.50	✓
05/09/16	15598-E	8157 Broad St,	Electric Rough, Approved	.50	✓
05/09/16	15599-E	8163 Broad St,	Electric Rough, Approved	.50	✓
05/09/16	15600-E	8067 Broad St,	Electric Rough, Approved	.50	✓
05/10/16	30378-B	1040 Matterhorn Dr,	Insulation, Approved	.50	✓

Attachment: Then and Now Tool & Assoc (1480 : Then & Now)

Toole & Associates

454 East Main Street Suite 236 Columbus, Ohio 43215 (614) 224-2300 fax (614) 233-5812

INVOICE



Toole & Associates

May 2016 Inspections:

Date	Permit #	Address	Status	Hours
05/10/16	30569-B	8157 Broad St,	Framing, Approved	.75 ✓
05/10/16	30568-B	8163 Broad St,	Framing, Approved	.75 ✓
05/10/16	14071-H	7975 Windrift Pl,	HVAC, Cancelled PTA	N/C ✓
05/10/16	15589-E	7793 Jordan Crossing,	Electric Rough, Approved	.50 ✓
05/10/16	15602-E	6540 Rugosa Ave,	Pool, Partial Approval	.50 ✓
05/11/16	15498-E	8173 Broad St,	Electric Rough, Approved	.50 ✓
05/11/16	30580-B	6360 Main St E,	Final, Cancelled PTA	N/C ✓
05/11/16	15559-E	2290 Ayers Dr,	Electric Service, Disapproved	.25 ✓
05/11/16	30688-B	8458 Taylor Chase Dr,	Footer, Approved	.50 ✓
05/11/16	15581-E	8067 Broad St,	Electric Service, Disapproved	.50 ✓
05/11/16	10412-SW	S/A New,	Approved	.50 ✓
05/12/16	30689B	8067 Broad St.,	Framing, Approved	.75 ✓
05/12/16	15559E	2290 Ayers Dr,	Electric Svc, Approved	.50 ✓
05/12/16	14037H	925 Hilton Dr,	HVAC, Approved	.50 ✓
05/12/16	14067H	7823 Jordan Crossing,	HVAC, Approved	.50 ✓
05/12/16	14070H	2227 Taylor Park Dr,	Gas Piping, Approved	.50 ✓
05/12/16	15581E	8067 Broad St,	Electric Service, Approved	.50 ✓
05/12/16	15596E	7509 E Main St,	Electric Rough, Approved	.50 ✓
05/13/16	13821H	7131 Medallion Cr,	HVAC, Approved	.50 ✓
05/13/16	30530B	2227 Taylor Park Dr,	Footer, Approved	.50 ✓
05/13/16	30569B	8157 Broad St,	Insulation, Approved	.50 ✓
05/13/16	30568B	8163 Broad St,	Insulation, Approved	.50 ✓
05/13/16	15526E	2227 Taylor Park Dr,	Pool, Approved	.75 ✓
05/13/16	30599B	860 Brosmer Dr,	Insulation, Approved	.50 ✓
05/13/16	30638B	7921 Windrift Pl,	Final, Approved	.50 ✓
05/13/16	30638B	7921 Windrift Pl,	Framing, Approved	.25 ✓
05/13/16	30694B	7619 Main St,	Fire Suppression, Approved	.50 ✓
05/13/16	14065H	1375 Shelby Cr,	HVAC, Cancelled PTA	N/C ✓
05/13/16	15588E	7131 Medallion Ct,	Electric Rough, Disapproved	.50 ✓
05/13/16	14080H	7793 Jordan Crossing,	HVAC, Approved	.50 ✓
05/13/16	15604E	8107 Broad St,	Electric Rough, Approved	.50 ✓
05/16/16	171830U	8173 Broad St,	Fire Suppression, Approved	2.00 ✓
05/16/16	30571B	8173 Broad St,	Fire Suppression, Approved	2.00 ✓
05/16/16	15606E	1265 Fletcher Ct,	Electric Service, Approved	.50 ✓
05/16/16	15602E	6540 Rugosa Ave,	Electric Final, Approved	.50 ✓
05/16/16		2016 Commons Dr,	Electric Service, Approved	.50 ✓
05/17/16	14083H	8067 Broad St,	Gas Piping, Approved	.50 ✓
05/17/16	30633B	8107 Broad St,	Framing, Approved	.75 ✓
05/17/16	30568B	8163 Broad St,	Insulation, Approved	.50 ✓
05/17/16	30565B	8173 Broad St,	Framing, Approved	.50 ✓
05/17/16	14057H	8173 Broad St,	HVAC Approved	.50 ✓
05/17/16	10413SW	7033 Nocturne Rd,	N S/A Replacement, Approved	.50 ✓

Attachment: Then and Now Tool & Assoc (1480 : Then & Now)

Toole & Associates

454 East Main Street Suite 236 Columbus, Ohio 43215 (614) 224-2300 fax (614) 233-5812

INVOICE



Toole & Associates

May 2016 Inspections:

Date	Permit #	Address	Status	Hours
05/17/16	14085H	6658 Red Fox Rd,	HVAC, Approved	.50 ✓
05/17/16	30530B	2227 Taylor Park Dr,	Framing, Approved	.50 ✓
05/17/16	30530B	2227 Taylor Park Dr,	Insulation, Approved	.25 ✓
05/18/16	30633B	8107 Broad St,	Framing, Approved	.50 ✓
05/18/16	14056H	8163 Broad St,	HVAC, Approved	.50 ✓
05/18/16	15497E	6961 Clymer Dr,	Electric Service, Approved	.50 ✓
05/18/16	14028H	1242 Mastell Dr,	HVAC, Disapproved	.50 ✓
05/18/16	15576E	1021 Mueller Dr,	Electric Final, Approved	.50 ✓
05/18/16	10414SW	6871 Prior Pl,	S/A Replacement, Approved	.50 ✓
05/19/16	30633B	8107 Broad St,	Insulation, Approved	.50 ✓
05/19/16	15599E	8163 Broad St,	Electric Rough, Approved	.50 ✓
05/19/16	15498E	8173 Broad St,	Electric Rough, Approved	.50 ✓
05/19/16	14091H	8173 Broad St,	Gas Piping, Disapproved	.25 ✓
05/19/16	30672B	434 Knob Ave,	Pool, Disapproved	.75 ✓
05/19/16	15607E	434 Knob Ave,	Pool Electric, Disapproved	.25 ✓
05/19/16	788S	7106 Main St E.,	Signs, Approved	.50 ✓
05/19/16	15588E	7131 Medallion Ct,	Electric Rough, Cancelled PTA	N/C ✓
05/19/16	30398B	247 Needlewood Ln,	Final, Approved	.50 ✓
05/19/16	14058H	7705 Redman Ln,	HVAC Approved	.50 ✓
05/19/16	30629B	1184 Rosehill,	Framing, Approved	.50 ✓
05/19/16		1184 Rosehill, Rough HVAC (w/framing inspection), Approved	no permit pulled.	.25 ✓
05/19/16	30524B	2365 Taylor Park Dr,		Final, Disapproved
05/20/16	30633B	8107 Broad St,	Insulation, Approved	.50 ✓
05/20/16	15604E	8107 Broad St,	Electric Service (previously approved by JSR)	N/C ✓
05/20/16	30680B	8119 Broad St,	Framing, Approved	.75 ✓
05/20/16	15611E	6895 Greenleaf Dr,	Electric Service, Rescheduled to 5/23/16	N/C ✓
05/20/16	14048H	7619 Main St E.	HVAC Approved	.50 ✓
05/20/16	30695B	7619 Main St E.,	Life Safety, Approved	1.00 ✓
05/20/16	30640B	7810 Main St E.,	Framing, Approved	.75 ✓
05/20/16	15588E	7131 Medallion Ct,	Electric Rough, Rescheduled to 5/23/16	N/C ✓
05/20/16	30698B	8137 Reynoldswood Dr,	Roofing, Approved	.50 ✓
05/20/16	30688B	8458 Taylor chase Dr,	Slab, Approved	.50 ✓
05/20/16	14071H	7975 Windrift Pl,	HVAC, Approved	.50 ✓
05/23/16	14086H	8119 Broad St,	Gas Piping, Approved	.50 ✓
05/23/16	14091H	8173 Broad St.,	Gas Piping, Approved	.50 ✓
05/23/16	30469B	7940 Harvestmoon Dr,	Final, Approved	1.00 ✓
05/23/16	10399SW	7940 Harvestmoon Dr,	S/A New, Approved	.25 ✓
05/23/16	15609E	1401 Hentz Dr,	Electric Service, Approved	.50 ✓
05/23/16	30672B	434 Knob Ave,	Pool, Approved	.50 ✓

Attachment: Then and Now Tool & Assoc (1480 : Then & Now)

Toole & Associates

454 East Main Street Suite 236 Columbus, Ohio 43215 (614) 224-2300 fax (614) 233-5812

INVOICE



May 2016 Inspections:

Date	Permit #	Address	Status	Hours
05/23/16	15607E	434 Knob Ave,	Pool Approved	.75 ✓
05/23/16	30667B	7509 E. Main St.,	Framining, Disapproved	.75 ✓
05/23/16	15568E	1242 Mastell Dr,	Electric Final, Approved	.50 ✓
05/23/16	15588E	7131 Medallion Ct,	Electric Rough, Approved	.50 ✓
05/23/16	15608E	1536 Mott St,	Electric Service, Approved	.50 ✓
05/23/16	14058H	7705 Redman Ln,	HVAC, Approved	.75 ✓
05/23/16	15614E	8458 Taylor Chase Dr,	Electric Service, Approved	.50 ✓
05/23/16	15526E	2227 Taylor Park Dr,	Electric Rough, Approved	.50 ✓
05/23/16	30524B	2635 Taylor Park Dr,	Final, Approved	.50 ✓
05/23/16	30696B	2829 Taylor Rd SW,	Framing, Cancelled PTA	N/C ✓
05/23/16	30716B	323 Timber Creek Rd,	Framing, Approved	.50 ✓
05/23/16	15613E	323 Timber Creek Rd,	Electric Rough, Approved	.25 ✓
05/23/16	14096H	323 Timber Creek Rd,	HVAC, Approved	.25 ✓
05/24/16	171830U	8173 Broad St,	Fire Suppression, Approved	2.00 ✓
05/24/16	15565E	8311 Glencrest Dr,	Electric Final, Disapproved	.25 ✓
05/24/16	30710B	1401 Hentz Dr,	Roofing, Disapproved	.25 ✓
05/24/16	30664B	7793 Jordan Crossing,	Framing, Approved	.75 ✓
05/24/16	15615E	7339 Main St E,	Electric Final, Approved	.50 ✓
05/24/16	30667B	7509 Main St E,	Framing, Approved	.50 ✓
05/24/16	14028H	1242 Mastell Dr,	HVAC, Approved	.50 ✓
05/24/16	15610E	8112 Maugham Dr,	Electric Service, Approved	.50 ✓
05/24/16	30543B	7131 Medallion Ct,	Framing, Approved	.75 ✓
05/24/16	30696B	2829 Taylor Rd SW,	Framing, Approved	.75 ✓
05/24/16	15601E	2829 Taylor Rd SW,	Electric Rough, Approved	.50 ✓
05/24/16	30676B	6375 Welldon Ct,	Siding, Disapproved	.25 ✓
05/25/16	14099H	1909 Balt/Reyn Rd,	HVAC, Approved	.50 ✓
05/25/16	14015H	2070 Belltree Dr,	HVAC, Cancelled PTA	N/C ✓
05/25/16	14084H	8107 Broad St,	Gas Piping Test, Approved	.50 ✓
05/25/16	15598E	8157 Broad St,	Electric Rough, Approved	.50 ✓
05/25/16	15599E	8163 Broad St,	Electric Rough, Approved	.50 ✓
05/25/16	14091H	8173 Broad St,	Gas Piping Test, Approved	.50 ✓
05/25/16	30720B	760 Crofton Cr,	Roofing, Approved	.50 ✓
05/25/16	30016B	1800 Devillle Dr,	Framing, Disapproved	.75 ✓
05/25/16	15565E	8311 Glencrest Dr,	Electric Final, Approved	.50 ✓
05/25/16	30710B	1401 Hentz Dr,	Roofing, Disapproved	.25 ✓
05/25/16	30664B	7793 Jordan Crossing,	Insulation, Approved	.50 ✓
05/25/16	30692B	7010 Nocturne Rd N,	Job Complete	.25 ✓
05/25/16	30657B	6540 Rugosa Ave,	Disapproved	.25 ✓
05/26/16	15597E	7624 Dalglen Dr,	Electric Rough, Approved	.50 ✓
05/26/16	30725B	1457 Golding Dr,	Framing, Approved	.75 ✓

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INVOICE



Toole & Associates

May 2016 Inspections:

Date	Permit #	Address	Status	Hours
05/26/16	15611E	6895 Greenleaf Dr,	Electric Service, Approved	.50 ✓
05/26/16	30724B	1438 Marty Dr,	Roofing, Approved	.50 ✓
05/26/16	30666B	6400 Rugosa Ave,	Footer, Approved	.50 ✓
05/26/16	30623B	2227 Taylor Park Dr,	Fire Suppression, Approved	2.00 ✓
05/26/16	15613E	323 Timber Creek Rd,	Electric Final, Conditionally Approved	.50 ✓
05/27/16	15616E	7495 Broad St,	Electric Rough, Approved	.50 ✓
05/27/16	30571B	8173 Broad St.,	Fire Suppression, Approved	2.00 ✓
05/27/16	30728B	7732 Burkey Dr,	Roofing, Approved	.50 ✓
05/27/16	30720B	760 Crofton Cr,	Roofing, Approved	.50 ✓
05/27/16	30710B	1401 Hentz Dr,	Roofing, Disapproved	.25 ✓
05/27/16	14089H	1427 Lancaster Ave,	HVAC, Approved	.50 ✓
05/27/16	30602B	6413 Lexleigh Rd,	Framing, Approved	.50 ✓
05/27/16	15564E	6413 Lexleigh Rd	Electric Rough, Approved	.50 ✓
05/27/16	30727B	1745 Lucks Rd,	Roofing, Approved	.50 ✓
05/27/16	15583E	7041 Main St.,	Electric Rough, Cancelled PTA	.50 ✓
05/27/16	15596E	7509 E Main St,	Electric Rough, Approved	.50 ✓
05/27/16	30581B	1242 Mastell Dr,	Final, Approved	1.00 ✓
05/27/16	10402SW	1242 Mastell Dr,	S/A New, Complete	.25 ✓
05/27/16	30716B	323 Timber Creek Rd,	Final, Approved	.50 ✓
05/27/16	14096H	323 Timber Creek Rd,	HVAC, Approved	.50 ✓
05/31/16	30679B	1072 Briarcliff Rd,	Footer, Approved	.50 ✓
05/31/16	30548B	8311 Glencrest Dr,	Final, Approved	1.00 ✓
05/31/16	14029H	8311 Glencrest Dr,	HVAC, Approved	.50 ✓
05/31/16	10412SW	8311 Glencrest Dr,	S/A New, Approved	.50 ✓
05/31/16	30710B	1401 Hentz Dr,	Roofing, Approved rear only	.50 ✓
05/31/16	15583E	7041 Main St E.	Electric Rough, Disapproved	.50 ✓
05/31/16	15596E	7509 Main St E.,	Electric Final, Approved	.50 ✓
05/31/16	30724B	1438 Marty Dr,	Roof, Approved	.50 ✓
05/31/16	30468B	1024 Mueller Ct,	Final, Approved	1.00 ✓
05/31/16	10398SW	1024 Mueller Ct,	S/A New, Approved	.25 ✓
05/31/16	30390B	1029 Mueller Ct,	Final, Approved	1.00 ✓
05/31/16	10392SW	1029 Mueller Dr,	S/A New, Approved	.25 ✓
05/31/16	30071B	8891 Patterson Loop,	Final, Approved	1.00 ✓
05/31/16	10361SW	8891 Patterson Loop,	Approved	.25 ✓
05/31/16	30466B	9215 Ridgeline Dr,	Final, Approved	1.00 ✓
05/31/16	10397SW	9215 Ridgeline Dr,	S/A New, Approved	.25 ✓
05/31/16	13967H	9215 Ridgeline Dr,	HVAC, approved	.50 ✓
05/31/16	30657B	6540 Rugosa Ave,	Pool, Approved	.50 ✓
05/31/16	30623B	2227 Taylor Park Dr,	Fire Suppression, Approved	2.00 ✓
Total Inspection Hours:				119.50 Hrs.

Attachment: Then and Now Tool & Assoc (1480 : Then & Now)

Service Department**Bill Sampson****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6884 Phone****ORDINANCE REQUEST**

DATE: **July 11, 2016**

TO: **Finance Committee**

RE: **Ordinance Requesting Council Appropriate \$20,000 from the
Unappropriated General Fund to Building Department-
Miscellaneous Contract Services, and Declaring it an Emergency.**

Emergency/Suspension: Emergency

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

Statement of necessity: To ensure funds are available to pay an upcoming invoice for services.

Unappropriate \$10,000.00 each from account 110.479.4101 and 110.479.5102 to the General Fund. Appropriate \$20,000.00 from the unappropriated General Fund to account 110.479.5339-Miscellaneous Contract Services to pay Toole & Associates for inspection services. We currently do not have an inspector and need to transfer funds from the Salary accounts to pay for those services.