



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
May 28, 2019**

President of Council Doug Joseph called the meeting to order at 8:14 PM

PRESENT: Joseph, Clemens, Cotner, Luzader, Spalding, Baker, Bryant
ABSENT: Skinner

Mr. Skinner had to leave, he had a family emergency.

Approval of Minutes

a. City Council – Regular Meeting – May 13, 2019

RESULT:	ACCEPTED
----------------	-----------------

Approval of Agenda

Addition at the end of a meeting an executive session for the purpose of appointing a public employee.

Agenda amended.

Community Comments and Requests

Joe Begeny, 8840 Kingsley Dr, Reynoldsburg: I wanted to start off by saying how appropriate it is to have this conversation today after Memorial Day. I was very touched by the words of Councilman Cotner about what sacrifices we've had with our military. Over the past few weeks, I've been driving around different communities specifically Westerville, and I've noticed that they have instituted a military banner program. So I have reached out to the Veterans of Foreign Wars in Reynoldsburg in hopes of trying to create a program like that here in Reynoldsburg. I have some information that I'll pass out for you, but the many years of teaching have proven to me that the moment you see these you stop listening, that's just the way these things go. Its actually a self funding program, first of all, what you would do is basically open it up to anyone in the entire city of Reynoldsburg or anyone associated with the school district and they would have the opportunity to create a banner through the city that would actually be hung in different locations throughout Reynoldsburg, whether it be Olde Towne or all the way throughout. The purpose of this is to honor those veterans. I've been lucky enough that I've taught about a dozen students and all of them have come home safely, we can't say that for all of those veterans that have fought in wars. So a chance to honor them while they're here is something that I think would be appropriate for the city to



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
May 28, 2019**

do. There is virtually no cost to the city as most of the hanging brackets are already currently in the city for use. Westerville has started a program where basically families can go through an application and then at that point in time, they submit the money to, I believe their service department and then they purchase the banners and hang them up on a couple of locations, specifically for Memorial Day, Veterans Day, and then I also thought we could expand it to other days as well if we chose to. I do have a timeline included about what I think would be appropriate if we wanted to go ahead and do this with Council's support hopefully in time for Veterans Day in November, but I also thought we could expand it as well from what Westerville is doing, I believe we could also include last week we had police officer's week, we could include them as well as firefighters for their service and dedication to our city, as well as a number of other options. In reality when we see the programs, the banners have a website companion on the city website and you can click on them and it would have a paragraph about what those people did at that particular time. You can go through a rotating basis all the way around. I am in talks with the VFW again, about potential fund raising opportunities, specifically having some type of a breakfast which when that gets set up, I would invite everyone here to attend to try to generate funds for those people that might not be able to afford the complete cost of the veterans banner program. I'll take any questions.

Mr. Spalding: This is a great idea. I really appreciate you doing that because I've seen a lot of the things they do up in Westerville and talk about a community that really appreciates the veterans and everyone that served past, present and future. So I think that anything we could do in that manner would be really good. Its not just the cost alone, that's fine, but its the right thing to do. It's the right thing to do for these special days to make those remembrances, so I appreciate your consideration.

Ms. Bryant: I would also like to thank you for spear heading this idea. In addition to Westerville, I have seen it done in other areas. I frequently traveled to a lot of different court houses in the vicinity and I know I've seen it in at least 3 other towns. If I recall correctly, I think one of them is Chillicothe.

Mr. Begeny: Chillicothe, Lancaster is another one.

Ms. Bryant: and I believe Bellfontaine, I think the one there specifically has those who died in service, but I think its important to recognize, not just the ones that lost their lives, but anyone who served. Nobody serves without losing something. I've got a brother in law with severe PTSD, who hasn't been the same since returning form Iraq and I think it's important to



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
May 28, 2019**

recognize not just the servicemembers, but the family of the servicemembers because they suffer as well.

Mr. Luzader: Same thing Joe, I think it's a great idea, the only thing is I would kind of lean towards a fewer number of days as opposed to more. Based on experience, I know the Street Department would be the ones to put these up and taking them down and I know they're taxed pretty much most of the time as it is and depending on how many we have, you're not going put them up in a half a day.

Mr. Begeny: No, no, I would think given the number, I think about 26 capable poles in the Olde Towne area of Reynoldsburg and I think that would probably be the area that we would start. However, at the same time, if there's more than 26 people that want to do this then we can come up with other options. I know Westerville is moving to a wait list for those that didn't get in at a certain time so they can continue on, build them up and then rotate them around at different points of time. Its' just a start. There are some sample documents in here as well as far as what Westerville has done but substituted with some language from Reynoldsburg, but it's an opportunity to get things started and definitely the time line would work out well that a lot of this would get done before Veterans Day in November.

Communications

AUDITOR'S REPORTS, MARCH, 2019

The Clerk read the March 2019 Budget by Classification and Departmental Budgets into the minutes.

Reports

None

Motions

None

LEGISLATION FOR ONE READING

60-19



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
May 28, 2019**

ORDINANCE AUTHORIZING MAYOR TO ENTER INTO CONTRACT FOR 2019 STREET PROGRAM; APPROPRIATING FUNDS; AND DECLARING AN EMERGENCY. --- Luzader. Public Safety, Law and Courts Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brett Luzader, Ward 2 Councilmember
SECONDER:	Barth R. Cotner, At-Large Councilmember
AYES:	Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner

61-19

ORDINANCE AUTHORIZING MAYOR TO ENTER INTO CONTRACT FOR CONSTRUCTION ADMINISTRATION/INSPECTION/TESTING SERVICES FOR THE 2019 STREET PROGRAM; APPROPRIATING FUNDS; AND DECLARING AN EMERGENCY. --- Luzader. Public Service and Transportation Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Marshall Spalding, Ward 3 Councilmember
SECONDER:	Stacie Baker, At-Large Councilmember
AYES:	Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner

62-19

ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH STRAWSER PAVING, INC. TO PERFORM CONSTRUCTION SERVICES FOR THE PALMER ROAD IMPROVEMENT PROJECT; APPROPRIATING FUNDS THEREFORE; AND DECLARING AN EMERGENCY. --- Luzader. Public Service and Transportation Committee.

Mr. Clemens: How did the situation come out as far as paving the sidewalk?

Mr. Kundtz: The bike path? I believe that through engineering, it was discovered that there's going to be some acquiring of properties and then there was cost involved in it.

Mr. Clemens: So we're not doing it?

Mr. Luzader: No.



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
May 28, 2019**

President Joseph: So it was removed?

Mr. Luzader: Yes

Mr. Kundtz: It was.

Ms. Bryant: At the intersection of Graham and Palmer, essentially from Graham and Main to Graham and Palmer, we have a sidewalk that runs completely through the east side of the street and then it stops at Palmer and Graham. Is there anything that we can do..

Mr. Kundtz: At the Livingston House.

Ms. Bryant: Is there anything that we can do to bring it forward?

Mr. Kundtz: I have been part of discussions before as far as continuing it down Slate Ridge or the 5 way, the problem is, for pedestrian access, the bridge down there would have to be widened to allow for safe access.

Ms. Bryant: OK.

Mr. Baker: Even if we were just to put from there to the bridge would be some sort of improvement. Only reason I say that is because a couple of days ago, I did see people walking.

Mr. Kundtz: And people do, but that is how it was explained to me by engineers, that you can't just give them a dead end and not expect them to.. you're essentially telling them to. That's why it's never been continued. I know theres another embankment there would need to be stabilized by the Livingston House, there's a lot of costs involved.

Mr. Luzader: If I understand correctly, that bridge is actually the County's responsibility.

Mr. Kundtz: Yes.

Ms. Bryant: Do we know what kind of cost would be involved?



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
May 28, 2019**

Mr. Kundtz: That I am not sure, I can look into it with EMH&T

Ms. Bryant: So with the bridge being a Franklin County Issue, from Palmer to the bridge and then from the bridge to Slate Ridge, that's our responsibility, if we could maybe get some numbers on that.

Mr. Kundtz: Yeah we'd have to widen the bridge, it would be a combined effort with Franklin County engineers.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brett Luzader, Ward 2 Councilmember
SECONDER:	Mel Clemens, Ward 4 Councilmember
AYES:	Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner

63-19

ORDINANCE AUTHORIZING MAYOR TO ENTER INTO CONTRACT FOR CONSTRUCTION ADMINISTRATION/INSPECTION/TESTING SERVICES FOR THE PALMER ROAD IMPROVEMENT PROJECT; APPROPRIATING FUNDS; AND DECLARING AN EMERGENCY. --- Luzader. Public Service and Transportation Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Marshall Spalding, Ward 3 Councilmember
SECONDER:	Kristin Bryant, At-Large Councilmember
AYES:	Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner

LEGISLATION FOR EMERGENCY ADOPTION

64-19

ORDINANCE REPEALING AND REPLACING ORDINANCE NO. 56-19 PASSED APRIL 22, 2019 WHICH READ: ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE FROM TOTER RECYCLING CARTS; AND APPROPRIATING FUNDS THEREFOR; AND DECLARING AN EMERGENCY --- Luzader. Public Service and Transportation Committee.



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
May 28, 2019**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brett Luzader, Ward 2 Councilmember
SECONDER:	Marshall Spalding, Ward 3 Councilmember
AYES:	Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner

65-19

ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A "GOVERNMENTAL AGGREGATION PROGRAM AGREEMENT" WITH VOLUNTEER ENERGY SERVICES, INC., TO PROVIDE FULL REQUIREMENTS RETAIL NATURAL GAS AND RELATED ADMINISTRATIVE SERVICES TO AN AGGREGATED GROUP AND DECLARING AN EMERGENCY. --- Cotner. Finance and Administration Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Barth R. Cotner, At-Large Councilmember
SECONDER:	Brett Luzader, Ward 2 Councilmember
AYES:	Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner

66-19

ORDINANCE AUTHORIZING THE CITY AUDITOR TO ESTABLISH FUNDS 941, 942, 943, 944 - AGENCY FUNDS FOR THE JEDD 1, JEDD2, JEDD3 AND JEDD4; AND DECLARING AN EMERGENCY --- Cotner. Finance and Administration Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Barth R. Cotner, At-Large Councilmember
SECONDER:	Kristin Bryant, At-Large Councilmember
AYES:	Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner

LEGISLATION FOR FIRST READING

80-19



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
May 28, 2019**

ORDINANCE TO AMEND ORDINANCE 113-15 ADOPTED ON DECEMBER 21, 2015 WHICH READ AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT AND ANNEXATION AGREEMENT BY AND BETWEEN ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG, OHIO AND DECLARING AN EMERGENCY; AND DECLARING AN EMERGENCY. --- Spalding. Development Department.

RESULT:	REFERRED TO PUBLIC HEARING	Next: 7/8/2019 7:30 PM
----------------	-----------------------------------	-------------------------------

78-19

ORDINANCE AUTHORIZING CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST. --- Clemens. Public Safety, Law and Courts Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 6/10/2019 7:31 PM
----------------	------------------------------	--------------------------------

79-19

ORDINANCE APPROPRIATING FUNDS FROM APPROPRIATED GENERAL FUND TO AN ACCOUNT IN THE POLICE DEPARTMENT. --- Clemens. Public Safety, Law and Courts Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 6/10/2019 7:31 PM
----------------	------------------------------	--------------------------------

69-19

ORDINANCE TO APPROVE PAYMENT OF SERVICES PERFORMED PRIOR TO THE AUDITOR'S CERTIFICATION OF AVAILABILITY OF FUNDS AND DECLARING AN EMERGENCY --- Luzader. Public Service and Transportation Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 6/10/2019 7:32 PM
----------------	------------------------------	--------------------------------

76-19



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
May 28, 2019**

RESOLUTION ADOPTING THE TAX BUDGET FOR THE CITY OF REYNOLDSBURG OHIO, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2020; AND DECLARING AN EMERGENCY. --- Cotner. Finance and Administration Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 6/10/2019 7:33 PM
----------------	------------------------------	--------------------------------

LEGISLATION FOR SECOND READING

72-19

ORDINANCE APPROPRIATING FUNDS FROM UNAPPROPRIATED GENERAL FUND TO AN ACCOUNT IN THE PARKS & RECREATION DEPARTMENT --- Spalding. Development, Parks and Recreation Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 6/10/2019 7:30 PM
----------------	------------------------------	--------------------------------

73-19

DESIGNATING THE REYNOLDSBURG COMMUNITY IMPROVEMENT CORPORATION AS AN AGENCY OF THE CITY UNDER OHIO REVISED CODE SECTION 1724.10 AND AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PLAN FOR INDUSTRIAL, COMMERCIAL, DISTRIBUTION AND RESEARCH DEVELOPMENT. --- Spalding. Development, Parks and Recreation Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 6/10/2019 7:30 PM
----------------	------------------------------	--------------------------------

70-19

ORDINANCE AUTHORIZING MAYOR TO ENTER INTO CONTRACT BETWEEN THE CITY OF REYNOLDSBURG AND FRATERNAL ORDER OF POLICE, CAPITAL CITY LODGE NO. 9 AND DECLARING AN EMERGENCY. --- Cotner. Finance and Administration Committee.



**MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
May 28, 2019**

RESULT:	REFERRED TO COMMITTEE	Next: 6/10/2019 7:33 PM
----------------	------------------------------	--------------------------------

71-19

ORDINANCE AUTHORIZING MAYOR TO ENTER INTO CONTRACT BETWEEN THE CITY OF REYNOLDSBURG AND THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION AND DECLARING AN EMERGENCY --- Cotner. Finance and Administration Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 6/10/2019 7:33 PM
----------------	------------------------------	--------------------------------

LEGISLATION FOR THIRD READING

67-19

ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: AMENDING SECTIONS 160.02(E) PARKS & RECREATION DEPARTMENT; 160.03 SALARY SCHEDULE; AND REPEALING/REPLACING SECTION 160.08 ADMINISTRATION OF PAY PLAN OF CHAPTER 160 EMPLOYEE COMPENSATION. --- Cotner. Finance and Administration Committee.

RESULT:	ADOPTED AS AMENDED [UNANIMOUS]
MOVER:	Barth R. Cotner, At-Large Councilmember
SECONDER:	Stacie Baker, At-Large Councilmember
AYES:	Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner

68-19

ORDINANCE APPROPRIATING UNENCUMBERED BALANCES AS OF DECEMBER 31, 2018 IN VARIOUS SPECIAL REVENUE FUNDS; AND PROVIDING THAT REVENUES FOR SAID FUNDS RECEIVED DURING 2019 BE ACCEPTED --- Cotner. Finance and Administration Committee.

Reynoldsburg

OHIO • 1839

MINUTES REGULAR MEETING REYNOLDSBURG CITY COUNCIL May 28, 2019

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Barth R. Cotner, At-Large Councilmember
SECONDER:	Mel Clemens, Ward 4 Councilmember
AYES:	Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner

Executive Session to discuss employment of a public employee

Motion to move into executive session by Council woman Bryant, Second by Councilman Baker

The Clerk Called the roll:

Luzader: Aye

Spalding: Aye

Clemens: Aye

Cotner: Aye

Baker: Aye

Bryant: Aye

Council moved into executive session at 8:36pm.

Council returned from executive session at 9:19p.m.

Adjournment

Mollie Prasher
Mollie Prasher, Clerk of Council

Leanora Jenkins
Leanora Jenkins, President of Council

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
May 13, 2019

President of Council Doug Joseph called the meeting to order at 8:07 PM

PRESENT: Joseph, Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner

ABSENT:

Approval of Minutes

- a. City Council – Regular Meeting – April 22, 2019

RESULT:	ACCEPTED
----------------	-----------------

Approval of Agenda

Agenda amended to add item 9g Ordinance Authorizing the City Auditor to Establish New Agency Fund Accounts. All voted Aye by voice vote.

Community Comments and Requests

None

Communications

None

Reports

None

LEGISLATION FOR EMERGENCY ADOPTION

57-19

ORDINANCE AUTHORIZING MAYOR TO PURCHASE A 2019 BENNCHE COWBOY 400S (POWERSPORTS) FOR REYNOLDSBURG POLICE DEPARTMENT AND MAINTENANCE DEPARTMENT; AND DECLARING AN EMERGENCY. NEW TITLE REQUESTED: ORDINANCE UNAPPROPRIATING FUNDS FROM POLICE AND GENERAL AND ADMINISTRATIVE DEPARTMENTS TO THE UNAPPROPRATED GENERAL FUND; AND APPROPRIATING FUNDS FROM THE UNAPPROPRIATED GENERAL FUND TO OTHER EQUIPMENT- GENERAL AND ADMINISTRATIVE DEPARTMENT; AND DECLARING AN EMERGENCY. --- Clemens. Public Safety, Law and Courts Committee.

Minutes Acceptance: Minutes of May 13, 2019 7:35 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
May 13, 2019

RESULT:	ADOPTED AS AMENDED [UNANIMOUS]
MOVER:	Mel Clemens, Ward 4 Councilmember
SECONDER:	Caleb Skinner, Ward 1 Councilmember
AYES:	Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner

58-19

ORDINANCE AUTHORIZING THE APPROPRIATION OF \$1,000 FROM THE UNAPPROPRIATED GENERAL FUND TO AN ACCOUNT IN THE SERVICE DEPARTMENT, AND DECLARING AN EMERGENCY. --- Luzader. Public Service and Transportation Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brett Luzader, Ward 2 Councilmember
SECONDER:	Stacie Baker, At-Large Councilmember
AYES:	Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner

59-19

ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT WITH GEOTECHNICAL CONSULTANTS, INC. FOR PROFESSIONAL FIELD MONITORING AND TESTING SERVICES FOR THE REYNOLDSBURG COMMUNITY CENTER YMCA AND DECLARING AN EMERGENCY. --- Luzader. Public Service and Transportation Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brett Luzader, Ward 2 Councilmember
SECONDER:	Marshall Spalding, Ward 3 Councilmember
AYES:	Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner

LEGISLATION FOR FIRST READING

ORDINANCE APPROPRIATING FUNDS FROM UNAPPROPRIATED GENERAL FUND TO AN ACCOUNT IN THE PARKS & RECREATION DEPARTMENT --- Spalding. Development, Parks and Recreation Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 5/28/2019 7:30 PM
----------------	------------------------------	--------------------------------

DESIGNATING THE REYNOLDSBURG COMMUNITY IMPROVEMENT CORPORATION AS AN AGENCY OF THE CITY UNDER OHIO REVISED CODE SECTION 1724.10 AND AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PLAN FOR INDUSTRIAL, COMMERCIAL, DISTRIBUTION AND RESEARCH DEVELOPMENT. --- Spalding. Development Department.

Minutes Acceptance: Minutes of May 13, 2019 7:35 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
May 13, 2019

RESULT: REFERRED TO COMMITTEE

Next: 5/28/2019 7:30 PM

ORDINANCE REPEALING AND REPLACING ORDINANCE NO. 56-19 PASSED APRIL 22, 2019 WHICH READ: ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE FROM TOTER RECYCLING CARTS; AND APPROPRIATING FUNDS THEREFOR; AND DECLARING AN EMERGENCY --- Luzader. Public Service and Transportation Committee.

RESULT: REFERRED TO COMMITTEE

Next: 5/28/2019 7:32 PM

ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A "GOVERNMENTAL AGGREGATION PROGRAM AGREEMENT" WITH VOLUNTEER ENERGY SERVICES, INC., TO PROVIDE FULL REQUIREMENTS RETAIL NATURAL GAS AND RELATED ADMINISTRATIVE SERVICES TO AN AGGREGATED GROUP AND DECLARING AN EMERGENCY. --- Cotner. Finance and Administration Committee.

RESULT: REFERRED TO COMMITTEE

Next: 5/28/2019 7:33 PM

ORDINANCE AUTHORIZING MAYOR TO ENTER INTO CONTRACT BETWEEN THE CITY OF REYNOLDSBURG AND FRATERNAL ORDER OF POLICE, CAPITAL CITY LODGE NO. 9 AND DECLARING AN EMERGENCY. --- Cotner. Finance and Administration Committee.

RESULT: REFERRED TO COMMITTEE

Next: 5/28/2019 7:33 PM

ORDINANCE AUTHORIZING MAYOR TO ENTER INTO CONTRACT BETWEEN THE CITY OF REYNOLDSBURG AND THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION AND DECLARING AN EMERGENCY --- Cotner. Finance and Administration Committee.

RESULT: REFERRED TO COMMITTEE

Next: 5/28/2019 7:33 PM

ORDINANCE AUTHORIZING THE CITY AUDITOR TO ESTABLISH FUNDS 941, 942, 943, 944 - AGENCY FUNDS FOR THE JEDD 1, JEDD2, JEDD3 AND JEDD4; AND DECLARING AN EMERGENCY --- Cotner. Finance and Administration Committee.

Minutes Acceptance: Minutes of May 13, 2019 7:35 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
May 13, 2019

RESULT: REFERRED TO COMMITTEE

Next: 5/28/2019 7:33 PM

LEGISLATION FOR SECOND READING

ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: AMENDING SECTIONS 160.02(E) PARKS & RECREATION DEPARTMENT; 160.03 SALARY SCHEDULE; AND REPEALING/REPLACING SECTION 160.08 ADMINISTRATION OF PAY PLAN OF CHAPTER 160 EMPLOYEE COMPENSATION. --- Cotner. Finance and Administration Committee.

RESULT: REFERRED TO COMMITTEE

Next: 5/28/2019 7:33 PM

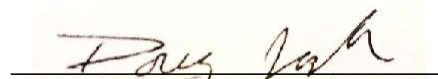
ORDINANCE APPROPRIATING UNENCUMBERED BALANCES AS OF DECEMBER 31, 2018 IN VARIOUS SPECIAL REVENUE FUNDS; AND PROVIDING THAT REVENUES FOR SAID FUNDS RECEIVED DURING 2019 BE ACCEPTED --- Cotner. Finance and Administration Committee.

RESULT: REFERRED TO COMMITTEE

Next: 5/28/2019 7:33 PM

Adjournment


April L. Beggerow, Clerk of Council


Doug Joseph, President of Council

Minutes Acceptance: Minutes of May 13, 2019 7:35 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
April 22, 2019

President of Council Doug Joseph called the meeting to order at 8:13 PM

PRESENT: Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner, Joseph

ABSENT:

Approval of Minutes

- a. City Council – Regular Meeting – April 8, 2019

RESULT:	ACCEPTED
----------------	-----------------

Approval of Agenda

Agenda stands approved.

7b add Diane Cole Franklin Cole Board of Elections

7c Stephen White with COSI

All voted in favor by voice

Community Comments and Requests
Communications

CLERK OF COURT REPORT

The Clerk of Council read the Clerk of Court report into the minutes.

Reports

THE FIRST QUARTER REPORT AND GOALS UPDATE PD

Officer Joseph Danzey was name the 2018 Officer of the Year

Officer Jackson was chosen for the 2018 Mayor's Award winner

Chief Plesich explains the monthly Illumination Meetings that are the monthly community outreach

Full time Officer hired

Officer John Bock and Sergeant Dave Bauchmoyer Retired from the Division of Police

Revamped of the promotional material for the sergeants test and the test was conducted in the first quarter of the year

Minutes Acceptance: Minutes of May 13, 2019 7:35 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
April 22, 2019

Security Camera registration program launched and received media attention from all three local news stations. Citizen are able to register their cameras and the Police Department is able to contact those citizens to see if they have captured evidence on their own camera systems.

Clerk was hired

Completed the 2018 Annual Report, which has been placed on the website. A 5 year strategic plan has been constructed and published to the website.

Traffic crashed were slightly down for the first quarter from last year

Speed citations and traffic citations rose from the previous year

Driven under suspension citation were down

Drunk driving arrest were almost double from the previous year

1 homicide in the City

0 fatal drug overdoses thus far in 2019

Ms. Bryant questioned the man power of the police department, the Reynoldsburg Division of Police currently has 62 full time officers on the force. Interviews are taking place now for the police department for full time officer position and there is hope to hire four from the current list. Spots are reserved at the Columbus Police Academy for any officers hired that need to attend the academy for training, the academy beings in June. The police department has a lateral candidate as well they are hoping to hire, this would bring the full time man power to 67 police officers.

Mr. Cotner thanked Police Chief Plesich and praised the quarterly reports for keeping the community updated as to what is going on the City. Mr. Cotner asked the Chief if there are any concerns from the report of if anything stands out as being encouraging. Chief Plesich replied that the news is encouraging. A current candidate for Police Officer currently communicated that Reynoldsburg is that place to go to be a Police Officer.

Mr. Joseph questioned if there was a specific area where the increased speeding citations came from. Chief Plesich explained a lot of them are coming from Main Street and the enforcement in the area is higher this year as they were able to have to motorcycle officers patrolling the area as opposed to the previous there was primarily one. Speed is probably the biggest complaint, there is a plan in place to address this issue. There have been some issues to have a third motorcycle officer patrolling but he has to pass the final test in order to do so. The hope if to have four motorcycle officers.

Mr. Baker questioned if the drug offenses were mostly misdemeanors and that was confirmed by Chief Plesich. The Special Investigative Unit is function although they are short on man power.

Minutes Acceptance: Minutes of May 13, 2019 7:35 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
April 22, 2019

They did execute a few search warrants and ceased over \$20,000.00 in illegal drugs and over \$7,000.00 in cash. Another spot will be filled in the SIU now that the contract has been settled. Both K9s are currently in training as well. Mr. Baker also asked if there was a GIS map that would show the concentration of where the drug crimes were committed. Chief Plesich explained that this is a matter that is being worked on for not only the police officers but to the public.

Chief Plesich informed Ms. Bryant that the K9 training was on schedule.

BOARD OF ELECTIONS PRESENTATION- DIANN COLE

Diane Cole from the Franklin County Board of Elections gave a presentation to the Council and the public regarding the new voting machines. Mark Verify Vote is the Board's new slogan. Now when voting you can mark your selections by card or paper ballot. You can look at your ballot and verify it and then place your vote in the actual counter. The Franklin County Board of Elections is always look for poll workers. These are paid positions with training, about \$148.00 can be earned on election day.

The system that Franklin County purchased was twelve million dollars. The state funded ten million and the county funded two million. This is a hybrid system. They can vote and see their selections, and put them in a counter. You are also able to vote by paper and pen. Voting by machine will have the same check in process but now a new marker is used. The marker comes back out of the machine and you are able to see your voting selections before they are counted.

The hopeful benefits of this system are the reduction of long lines and the ability to verify your voting selections and correct any many mistakes. If an error was made, you have three chances to correct it.

The new hybrid machines are not connected to an internet source or to each other. They are securely stored and encrypted. Secure USB sticks are in all of the new pieces of equipment and locked and sealed for storage.

There are three new pieces of equipment in total. The ballot marker. This is a table top unit. They are handicap accessible. Each marker has an ADA pad for those needing an audio ballot along with a headphone jack. The kiosk is the same thing as the ballot marker but it's on its own stand and it does allow the voter to accomplish all tasks in one place. The ballot counter is the final piece of new equipment. Paper ballots and ballot markers can both be counted in these machines.

The Board of Elections took the time to discuss in great detail with different advocacy groups what was needed for Americans with disabilities when choosing a company for the new equipment.

The touch screen menu on the voting machines are similar technology to those of our phones and the each race will be on one page and able to zoom in and out and change the contrast of the screen to accommodate any issues.

Minutes Acceptance: Minutes of May 13, 2019 7:35 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
April 22, 2019

Ballot counters will be placed near the exits assigned with a poll worker.

The ballot cards are new and they will be blank, your authority voting card will be scanned to eliminate error.

You may apply online to be a poll worker. Requirements are a registered voter of Franklin County who does not have any felonies on their record. Mr. Luzader shared his experience as a poll worker, which he has enjoyed doing for the past seven years.

Mr. Baker questioned the ability to do a paper vote or electronic and if there was an equal amount of paper voting stations or electronic. They have the same amount of space for paper voting as well as the security and privacy established for paper voting. The Board of Elections has completed a diagram for each voting location for the poll workers to know exactly how to set up each location.

Absentee ballots are the same as the paper ballots received at the polling locations.

Licking County is using the same voting system as Franklin. Fairfield has the same counter machines.

Stephen White- COSI

Mr. Stephen White from COSI Vice President of External Affairs. COSI is working on a new way of engaging the community in STEM (science, technology, energy and math). COSI mission is to be the best partner in engaging the community in science. COSI is partnering with the City of Reynoldsburg for the upcoming COSI Science Festival May 1 - May 4. This is one of the largest science events in Ohio history. 12 other communities across Franklin County will be involved.

The first 3 days will consist of science events within the community where people live, learn and lounge. The goal is to expose the community to fun science to engage in the possibility of diverse career paths for the future.

List of Events:

Wednesday - How to Plant a Pollinator Garden in your Home and be a Naturalist

Thursday - Be a Scientist with COSI - Reynoldsburg Branch Library

Friday - City Wide Star Party - Blacklick Woods Metro Park

Free COSI on Wheels program at Reynoldsburg City Schools

Free Interactive Video Conferencing

Students will be able to interact with scientist, astronauts and Jeni Bauer of Jeni's Ice Cream to learn about the science of ice cream.

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
April 22, 2019

The final day of the festival is called The Big Science Celebration, takes place Saturday May 4th. A free public event surrounding the exterior of COSI with over 140 hands of learning exhibits.

NASA official partner for the festival and for the first time ever all ten NASA centers will be at the event. Citizens will be able to engage with the rovers that were on Mars and aerospace aviation opportunities.

City of Reynoldsburg citizen Grant Boon will be one of the festivals grand marshals. Grant Boon is an Eagle Scout and selected by the City of Reynoldsburg for his Eagle Scout project that focused on water quality in Blacklick Creek. Grant will be joining other grand marshals from around central Ohio. COSI is looking to inspire other community members by the great work these grand marshals have already done within their own communities.

Mr. White thanked Mayor McCloud and Parks and Recreation Director Ms. Donna Bauman for their hard work in the STEM programs and leadership roles they have taken in the festival.

Motions

MOTION THAT THE COUNCIL OF THE CITY OF REYNOLDSBURG DOES HEREBY CONFIRM THE RE-APPOINTMENT OF ROBERT LINDER TO SERVE ON THE BOARD OF ZONING & BUILDING APPEALS WITH A TERM BEGINNING MARCH 25, 2019 AND ENDING MARCH, 2020. --- Luzader. Public Service and Transportation Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brett Luzader, Ward 2 Councilmember
SECONDER:	Marshall Spalding, Ward 3 Councilmember
AYES:	Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner

SPECIAL EXCEPTION USE PERMIT HEARING

48-19

RESOLUTION APPROVING/DENYING SPECIAL EXCEPTION USE PERMIT #2019-5023; 610 N. LANCASTER AVENUE; APPLICANT, MIKE DAUBENMIRE

Mr. Daubenmire: Good evening I am Mike Daubenmire I am with Fortune Wireless and I sure do appreciate you guys considering my special exception request for the construction of a 120 foot wireless monopole tower. Staff had given us recommendation of approval based on our very thorough application packet which really did a good job on outlining on how we meet all the applicable requirements of the code and then followed by that the BZA also recommended approval, so really all I really want to do is take any questions that anybody on the council may have.

Mr. Clemens: I have a question. Now and the problem is, its not like everybody else. I end up with something like this for tonight you know. When something from special exception comes

Minutes Acceptance: Minutes of May 13, 2019 7:35 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
April 22, 2019

from our committee you know we get the, we get to read what it was about during their committee but really we didn't get anything in the packet or anything that shows what it was. Oh no wait. Now that's my problem because I guess you can get it off the media which I don't have. Really things like this we won't have to worry about maybe 8 months from now I can tell you that because they won't have to deliver these things like this. Now I read it some of it, what I was interested in was what it looked like and the distance it was from the homes and so forth. And that was basically it and of course I still don't know what it looks like and still don't know how far it is away from the home but I will when I read this.

Mr. Daubenmire: I actually do have a copy of the photo simulations that we had done that will give you a somewhat good depiction of what the tower will look like.

Mr. Clemens: Now I suppose other members of Council have this. But I suppose it was on the internet so...

Mr. Daubenmire: And then regarding the how close it is to a home, the zoning code requires we be at least 250 feet away for any residential zoning district or use. We are about 340 feet from the residential district but approximately 361 feet away from the nearest residents. There is another tower within the City which I did find which actually is less than 250 feet. That is approximately I would say about 220 feet away but in our case we do fully meet the zoning code so we're well over the 250 feet.

Mr. Clemens: And the one, and this shows what it's supposed to look like?

Mr. Daubenmire: Yea if you want to look through that, what I did with that is the first page I believe is a map and what that map shows is where I took photos towards our proposed site location. So as you flip through that packet I just handed you, you'll see an existing view so what the current view looks like and then you're going to see a proposed view with the tower simulated into the photo that I took. So it's a monopole tower. They are all over the place. I'm not sure if you're familiar but it's self-supporting. It almost looks like a football stadium light or a light pole is essentially what it would look like.

Mr. Clemens: And the ground area, what will be around it, a fence?

Mr. Daubenmire: Yes sir.

Mr. Clemens: And shrubbery and so forth?

Mr. Daubenmire: Yes sir. Yup, we will have a 50x50 fenced-in compound and then we will be putting in I believe evergreens around the compound. I think it's I believe, minimum of four feet height at the time of planting.

Minutes Acceptance: Minutes of May 13, 2019 7:35 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
April 22, 2019

Mr. Clemens: The reason I was interested because this is in one of our main highways that comes into Reynoldsburg. And you know to have something 120 foot high, I want it to at least be something decent that people will see when they come in.

Mr. Daubenmire: Absolutely. Completely understandable. Eco Site is becoming a major tower owner/operator. They take very well care of all of their facilities so to meet the code were going to put the landscaping in which is the evergreen trees around the entire west, north and eastern parts of the compound. In addition there will be limestone on the ground. Some other things we can do, which depends on the community, some people don't mind a wood fence. Certainly if that's something that Council would prefer that we do, we can certainly put a wood fence in as well that will help screen the equipment at the base of the tower which is essentially just an outdoor cabins out there. They are no more than maybe 3x3 and maybe 4 feet high on top of a steel platform. So really its going to be difficult see. You are just going to see the tower though but everything on the base will be screened in.

Mr. Clemens: Basically that's all I was interested in. Like I said I don't have the internet and I didn't know about it but some of the Councilman showed me. And if I had it I wouldn't have had to brought you out here really.

Mr. Daubenmire: Oh no problem, I you know have no problem coming down to Franklin County, I am from Medina County so its not too bad its actually a quite beautiful drive.

Mr. Spalding: I actually had just a couple of quick questions. So how close is it really to the church that's right there? Because its a lot close to the church...

Mr. Daubenmire: To be honest with you I don't recall seeing a church out there, I think that's further south on Lancaster Avenue. Were at 610 Lancaster.

Mr. Spalding: Well your right behind the union hall right? Where this is going to go.

Mr. Daubenmire: Yea, it is a...

Mr. Spalding: Yea the church is right next to it its a car wash and then there is a church.

Mr. Daubenmire: Oh that is a church, ok. I do apologize.

Mr. Spalding: Cant miss the church.

Mr. Daubenmire: I would say from the church itself, let me see where we are from that property line.

Mr. Spalding: Its not very far ok, we'll just agree to that. Its not very far. Alright, now as its back away cause its like well there is just some trees there. Well concern is on the other side of those trees is Rodebaugh Park. There is a park there. So you know were making all of these distances

Minutes Acceptance: Minutes of May 13, 2019 7:35 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
April 22, 2019

about how far away it is from houses and that's great but we put it right on top of a church, we put it real close to a union hall and real close to a park. You know, maybe that's all ok but it kind of disturbs me a bit that that could be a potential issue.

Mr. Daubenmire: Understood and we are actually 128 feet from the church property its self. As far as the union hall, we have a lease with them so this is something that they want, they you know, once it goes up they are going to have a monthly income so of course they are sold on it. We are approximately 398 feet from the park property, that would be the southern part of the park property near the creek, I would say so were probably, I think its safe to assume were over 300 feet away from the park property its self at the shortest point to the tower. The code does require that we are, I believe it is 40% of the tower height or 50 feet, which ever is greater from all adjacent property lines. In this case it is 50 feet so we do meet that requirement as well.

Mr. Spalding: Ok, alright.

Mr. Luzader: And I don't really have any concerns per se because I have seen these types of towers here and there and I know there is even a couple of them that are pretty close to this exact same thing on City property. One question I had just since your here. Do you foresee attaching any other entities to this tower in the future.

Mr. Daubenmire: Yes that would be the idea. The code does require that we design the tower for a minimum of three wireless carriers. Reason why Cities do that is because they want to limit the number of towers needed in the area. Eco Site is a tower company, they are in the business of making money. They only way they are going to make money is if they get other carriers, initially it will be t mobile down the road, they would hope probably that a Verizon or a AT&T would co-locate on the tower as well.

Mr. Joseph: My original plan was to hold this for 3 weeks for review but I want to know if all the concerns have been answered, whether there is any option to moving it forward tonight? Ok, if that's the case is there a motion to approve this special exception use permit.

RESULT:	ADOPTED [4 TO 2]
MOVER:	Brett Luzader, Ward 2 Councilmember
SECONDER:	Caleb Skinner, Ward 1 Councilmember
AYES:	Cotner, Luzader, Spalding, Skinner
NAYS:	Baker, Bryant
ABSTAIN:	Clemens

LEGISLATION FOR EMERGENCY ADOPTION

49-19

Minutes Acceptance: Minutes of May 13, 2019 7:35 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
April 22, 2019

ORDINANCE AUTHORIZING CITY AUDITOR TO REMOVE EQUIPMENT FROM THE PARKS & RECREATION DEPARTMENT'S FIXED ASSET LIST; AND DECLARING AN EMERGENCY. --- Spalding. Development, Parks and Recreation Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Marshall Spalding, Ward 3 Councilmember
SECONDER:	Stacie Baker, At-Large Councilmember
AYES:	Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner

50-19

ORDINANCE AUTHORIZING MAYOR TO SIGN A MEMORANDUM OF UNDERSTANDING WITH THE REYNOLDSBURG CITY SCHOOL DISTRICT REGARDING THE SCHOOL RESOURCE OFFICER AGREEMENT; AND DECLARING AN EMERGENCY. --- Clemens. Public Safety, Law and Courts Committee.

RESULT:	ADOPTED [6 TO 1]
MOVER:	Mel Clemens, Ward 4 Councilmember
SECONDER:	Brett Luzader, Ward 2 Councilmember
AYES:	Clemens, Cotner, Luzader, Spalding, Baker, Skinner
NAYS:	Bryant

LEGISLATION FOR FIRST READING

ORDINANCE AUTHORIZING MAYOR TO PURCHASE A 2019 BENNCHE COWBOY 400S (POWERSPORTS) FOR REYNOLDSBURG POLICE DEPARTMENT AND MAINTENANCE DEPARTMENT; AND DECLARING AN EMERGENCY. NEW TITLE REQUESTED: ORDINANCE UNAPPROPRIATING FUNDS FROM POLICE AND GENERAL AND ADMINISTRATIVE DEPARTMENTS TO THE UNAPPROPRATED GENERAL FUND; AND APPROPRIATING FUNDS FROM THE UNAPPROPRIATED GENERAL FUND TO OTHER EQUIPMENT- GENERAL AND ADMINISTRATIVE DEPARTMENT; AND DECLARING AN EMERGENCY. --- Clemens. Public Safety, Law and Courts Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 5/13/2019 7:31 PM
----------------	------------------------------	--------------------------------

ORDINANCE AUTHORIZING THE APPROPRIATION OF \$1,000 FROM THE UNAPPROPRIATED GENERAL FUND TO AN ACCOUNT IN THE SERVICE DEPARTMENT, AND DECLARING AN EMERGENCY. --- Luzader. Public Service and Transportation Committee.

Minutes Acceptance: Minutes of May 13, 2019 7:35 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
April 22, 2019

RESULT: **REFERRED TO COMMITTEE**

Next: 5/13/2019 7:32 PM

ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT WITH GEOTECHNICAL CONSULTANTS, INC. FOR PROFESSIONAL FIELD MONITORING AND TESTING SERVICES FOR THE REYNOLDSBURG COMMUNITY CENTER YMCA AND DECLARING AN EMERGENCY. --- Luzader. Public Service and Transportation Committee.

RESULT: **REFERRED TO COMMITTEE**

Next: 5/13/2019 7:32 PM

ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: AMENDING SECTIONS 160.02(E) PARKS & RECREATION DEPARTMENT; 160.03 SALARY SCHEDULE; AND REPEALING/REPLACING SECTION 160.08 ADMINISTRATION OF PAY PLAN OF CHAPTER 160 EMPLOYEE COMPENSATION. --- Cotner. Finance and Administration Committee.

RESULT: **REFERRED TO COMMITTEE**

Next: 5/13/2019 7:33 PM

ORDINANCE APPROPRIATING UNENCUMBERED BALANCES AS OF DECEMBER 31, 2018 IN VARIOUS SPECIAL REVENUE FUNDS; AND PROVIDING THAT REVENUES FOR SAID FUNDS RECEIVED DURING 2019 BE ACCEPTED --- Cotner. Finance and Administration Committee.

RESULT: **REFERRED TO COMMITTEE**

Next: 5/13/2019 7:33 PM

LEGISLATION FOR THIRD READING

51-19

ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH GUIDE STUDIO FOR MARKETING AND BRANDING SERVICES. --- Spalding. Development, Parks and Recreation Committee.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Marshall Spalding, Ward 3 Councilmember

SECONDER: Stacie Baker, At-Large Councilmember

AYES: Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner

52-19

Minutes Acceptance: Minutes of May 13, 2019 7:35 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
April 22, 2019

ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT WITH EMH&T FOR THE ENGINEERING, PLANS, ADVERTISING, AND TO PREPARE BID DOCUMENTS FOR JFK PARK IMPROVEMENTS AND APPROPRIATING FUNDS THEREFORE. --- Spalding. Development, Parks and Recreation Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Marshall Spalding, Ward 3 Councilmember
SECONDER:	Mel Clemens, Ward 4 Councilmember
AYES:	Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner

53-19

ORDINANCE AUTHORIZING MAYOR TO PURCHASE A 2019 FORD TRANSIT T-250 AND RELATED EQUIPMENT FOR THE REYNOLDSBURG POLICE DEPARTMENT. --- Clemens. Public Safety, Law and Courts Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Mel Clemens, Ward 4 Councilmember
SECONDER:	Barth R. Cotner, At-Large Councilmember
AYES:	Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner

54-19

ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT WITH PYROTECNICO FOR THE 2019 FIREWORKS DISPLAY. --- Luzader. Public Service and Transportation Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brett Luzader, Ward 2 Councilmember
SECONDER:	Marshall Spalding, Ward 3 Councilmember
AYES:	Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner

55-19

ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE FROM THE SOLID WASTE AUTHORITY OF CENTRAL OHIO (SWACO) RECYCLING CARTS; APPROPRIATING FUNDS THEREFOR; AND DECLARING AN EMERGENCY. --- Luzader. Public Service and Transportation Committee.

Motion to amend by Councilman Luzader, Second by Councilman Clemens, The Clerk called the roll:

Baker: Aye
Bryant: Aye
Skinner: Aye
Luzader: Aye

Minutes Acceptance: Minutes of May 13, 2019 7:35 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
April 22, 2019

Spalding: Aye
Clemens: Aye
Cotner: Aye

Motion carried. Legislation amended to read: ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE FROM THE SOLID WASTE AUTHORITY OF CENTRAL OHIO (SWACO) RECYCLING CARTS AND APPROPRIATING FUNDS THEREFOR.

RESULT:	ADOPTED AS AMENDED [UNANIMOUS]
MOVER:	Brett Luzader, Ward 2 Councilmember
SECONDER:	Caleb Skinner, Ward 1 Councilmember
AYES:	Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner

56-19

ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE FROM TOTES RECYCLING CARTS; APPROPRIATING FUNDS THEREFOR; AND DECLARING AN EMERGENCY. --- Luzader. Public Service and Transportation Committee.

Motion to amend by Councilman Luzader, Second by Councilman Spalding, The Clerk called the roll:

Baker: Aye
Bryant: Aye
Skinner: Aye
Luzader: Aye
Spalding: Aye
Clemens: Aye
Cotner: Aye

Motion carried. Legislation amended to read: ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE FROM TOTES RECYCLING CARTS AND APPROPRIATING FUNDS THEREFOR.

RESULT:	ADOPTED AS AMENDED [UNANIMOUS]
MOVER:	Brett Luzader, Ward 2 Councilmember
SECONDER:	Mel Clemens, Ward 4 Councilmember
AYES:	Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner

Executive Session to Discuss Collective Bargaining Matters

Motion to enter into Executive Session to discuss Collective Bargaining Matters by Councilman Luzader, Second by: Councilman Baker

Baker: Aye
Bryant: Aye

Minutes Acceptance: Minutes of May 13, 2019 7:35 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
April 22, 2019

Skinner: Aye
Luzader: Aye
Spalding: Aye
Clemens: Aye
Cotner: Aye

Present in Executive Session: All elected officials, Clerk of Council, Human Resources Director, Chief of Police and Labor Council Marc Fishel.

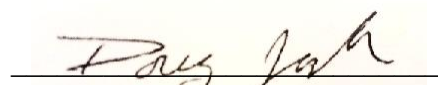
Adjournment

Council reconvened for the purpose of adjournment.

Present were:
Councilman Baker
Councilwoman Bryant
Councilman Skinner
Councilman Luzader
Councilman Spalding
Councilman Clemens
Councilman Cotner
President of Council Joseph

Council adjourned at 9:22p.m.


April L. Beggerow, Clerk of Council


Doug Joseph, President of Council

Minutes Acceptance: Minutes of May 13, 2019 7:35 PM (Approval of Minutes)

Police Department**David Plesich****7240 E. Main Street****Reynoldsburg OHIO 43068****614-322-6947 Phone****ORDINANCE REQUEST**

DATE: May 13, 2019

TO: Public Safety, Law and Courts Committee

RE: ORDINANCE AUTHORIZING MAYOR TO PURCHASE A 2019 BENNCHE COWBOY 400S (POWERSPORTS) FOR REYNOLDSBURG POLICE DEPARTMENT AND MAINTENANCE DEPARTMENT; AND DECLARING AN EMERGENCY.

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
---------------------------	-----------------------	----------------------------

Emergency/Suspension: Emergency

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

Statement of necessity: Price is only guaranteed for 30 days.

AMEND TO REDRAFT DATE OF 5/13/2013:

NEW TITLE:

ORDINANCE UNAPPROPRIATING FUNDS FROM POLICE AND GENERAL AND ADMINISTRATIVE DEPARTMENTS TO THE UNAPPROPRATED GENERAL FUND; AND APPROPRIATING FUNDS FROM THE UNAPPROPRIATED GENERAL FUND TO OTHER EQUIPMENT- GENERAL AND ADMINISTRATIVE DEPARTMENT; AND DECLARING AN EMERGENCY.

Minutes Acceptance: Minutes of May 13, 2019 7:35 PM (Approval of Minutes)

Police Department**David Plesich****7240 E. Main Street****Reynoldsburg OHIO 43068****614-322-6947 Phone**

Requesting money from account 110.595.5361 (maintenance) in the amount of \$3,382.50 be appropriated to account 110.595.5639. In addition, we are asking for the remaining \$3,382.50 be appropriated from account 110.111.5639 (Police) to account 110.595.5639. Both the Police Department and the Maintenance Department will utilize the powersport during community events, weather related Incidents, etc.

Minutes Acceptance: Minutes of May 13, 2019 7:35 PM (Approval of Minutes)



Joseph Taggart
 Lancaster, OH 43130 (740) 654-3456 (800) 243-3033
 Grove City, OH 43123 (614) 871-3711 (800) 425-2031
 Columbus, OH 43232 (614) 759-9300 (800) 425-2135

100287

DEL. DATE _____
 NAME: The City of Reynoldsburg ADDRESS _____ DATE: _____
 CITY _____ STATE _____ ZIP _____ COUNTY _____ PHONE 614 832 14
 BUSINESS PHONE _____ CELL PHONE _____ EMAIL _____
 YEAR 2018 NEW/USED MAKE Bennche MODEL Cowboy 400s COLOR _____ MILEAGE _____
 STOCK # _____ SERIAL # _____ MOTOR # _____ KEY # _____

(DESCRIPTION OF TRADE IN)

YEAR: _____ MAKE: _____ MODEL: _____
 SERIAL # _____ MILEAGE: _____
 STOCK # _____ COLOR: _____ ACV _____

PAYOFF OWED TO:

ACCESSORIES:

ADDRESS

AMOUNT _____ GOOD 'TIL _____

AUTHORIZED

X

FINANCE AND INSURANCE INFORMATION

FINANCED BY _____

ADDRESS _____

INSURANCE _____ PHONE _____

WARRANTY INFORMATION

- ☐ NEW VEHICLE WARRANTY AS OUTLINED BY MANUFACTURER ONLY
☐ SOLD LIMITED WARRANTY
☐ SOLD AS IS

DOWN PAYMENT _____ DATE _____ PAID _____

OPTION RESERVED UNTIL _____

DOWN PAYMENT _____ DATE _____ PAID _____

OPTION RESERVED UNTIL _____

DOWN PAYMENT _____ DATE _____ PAID _____

OPTION RESERVED UNTIL _____

THE DOWN PAYMENT WILL RESERVE PURCHASER'S RIGHT TO PURCHASE THE GOODS

UNTIL _____ (DATE)

NEGATIVE EQUITY:

I am aware the balance owed on my trade-in vehicle exceeds the trade-in allowance from Dealer and, as a result, I have requested that \$ _____ of negative equity from my trade-in be included in the cash price of the vehicle.

X

ALL REBATES AND INCENTIVES ARE RETURNED BY THE MANUFACTURER TO THE DEALERSHIP.

RECEIPT _____ DATE _____ DOWN PAYMENT _____

EXTENDED SERVICE POLICY

TOTAL VEHICLE & ACCESSORIES

TRADE-IN ALLOWANCE

TOTAL TAXABLE PURCHASE

DOCUMENTARY FEE 250 00TOTAL 6750 00SALES TAX ExemptFILING FEE 15 00

TEMPORARY TAG

TRADE PAYOFF

GRAND TOTAL

BALANCE TO FINANCE 10765.00

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS. NOT DEALERS AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY MADE BY DEALER ON ITS OWN BEHALF. DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON ALL GOODS AND SERVICES SOLD BY DEALER, IN THE EVENT THAT ANY SERVICE CONTRACT IS SOLD, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS LIMITED IN DURATION TO THE TERM OF THE SERVICE CONTRACT.

The front and back of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized. If this agreement is for a used vehicle see contractual disclosure statement below. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as it appears in writing on the face of this agreement. I have the matter printed on the back hereof and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am at least 18 years old and hereby acknowledge receipt of a copy of this order.

PURCHASER: _____ FIRST _____ M.I. _____ LAST _____

SALESMAN: # _____ NAME: _____

DEALER _____

WE'D LIKE TO KNOW

HOW DID YOU HEAR ABOUT ASK?

(THIS ORDER NOT BINDING UNTIL ACCEPTED BY MAN)

Packet Pg. 31

Minutes Acceptance: Minutes of May 13, 2019 7:35 PM (Approval of Minutes)

Form W-9
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
ASK INC

2 Business name (disregarded entity name, if different from above)
ASK POWERSPORTS

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member LLC. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) **Other**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

5 Address (number, street, and apt. or suite no.) See instructions.
2450 FAK Crescent Dr

6 City, state, and ZIP code
Columbus OH 43232

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

OR

Employer identification number
311-0844574

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person **[Signature]**

Date **[Date]**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Cat. No. 10231X

Form W-9 (Rev. 11-2017)

Minutes Acceptance: Minutes of May 13, 2019 7:35 PM (Approval of Minutes)

2019 Bennche Cowboy 400S



ASK Powersports
2450 Park Crescent Dr.
Columbus, Ohio 43232
(614) 759-9300
askpowersports.com

CUSTOMER

DATE 04/05/2019

PRICE \$6,999.00

SALESPERSON

SIGNATURE

Comments

Utility Style

GENERAL INFORMATION

Manufacturer	Bennche
Model Year	2019
Model Name	Cowboy 400S
Model Code	COWBOY400S
Color	Sapphire
Engine Size	391 cc
MSRP	\$6,999.00

SPECIFICATIONS

BRAKES/WHEELS/TIRES

Brakes	Front / Rear - Dual Ventilated Hydraulic Disc
Tires	Front - 25 x 8-12 Rear - 25 x 10-12

DIMENSIONS

Length	Overall - 103 in.
Height	Overall - 74.5 in.
Width	Overall - 56.5 in.
Weight	Dry - 992 lb.
Ground Clearance	9 in.
Wheelbase	74 in.
Seat Height	34.5 in.

DRIVETRAIN

Transmission	Automatic L-H-N-R-P
Drive System	Shaft Drive, On-Demand 2WD / 4WD, Locking Differential

ELECTRICAL

Battery	12V / 30A
---------	-----------

ENGINE

Engine	Four-Stroke, Single Cylinder
Horsepower	25.8 hp
Displacement	391 cc
Bore x Stroke	82 x 74 mm

Minutes Acceptance: Minutes of May 13, 2019 7:35 PM (Approval of Minutes)

Compression Ratio	10 : 1
Fuel System	Electronic Fuel Injection (EFI)
Fuel Tank Capacity	4.8 gal.
Ignition	Electronic Control Unit
Cooling	Liquid
Fuel Type	Unleaded

OPERATIONAL

Seating	2
Suspension	Front - Independent A-Arm Rear - Independent Dual A-Arm
Cargo Box Capacity	400 lb. Dimensions - 47 x 34.5 in.
Towing Capacity	1,000 lb.

OTHER

Additional Colors	Sapphire Pearl White Candy Red Camo
Warranty	12 Months Limited

Legal Notice: Manufacturer Name, Logo and Model Information are Registered Trademarks of the Manufacturer. Specifications and other information are subject to change without notice. No representation of accuracy is made. Image is believed to be in the public domain or used with permission.

*Price, if shown, is Manufacturer's Suggested Retail Price (MSRP) and does not include government fees, taxes, dealer vehicle freight/preparation, dealer document preparation charges or any finance charges (if applicable). MSRP and/or final actual sales price will vary depending on options or accessories selected.

ORDINANCE NO. 57-19PASSED: May 13, 2019

ORDINANCE UNAPPROPRIATING FUNDS FROM POLICE AND GENERAL AND ADMINISTRATIVE DEPARTMENTS TO THE UNAPPROPRATED GENERAL FUND; AND APPROPRIATING FUNDS FROM THE UNAPPROPRIATED GENERAL FUND TO OTHER EQUIPMENT- GENERAL AND ADMINISTRATIVE DEPARTMENT; AND DECLARING AN EMERGENCY.

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

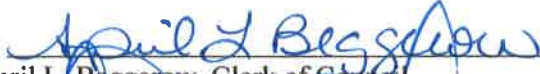
SECTION 1. That an amount of \$3,382.50 in account number 110.595.5361 – General & Administrative, Building Repair/Maintenance, be unappropriated and returned to the unappropriated General Fund

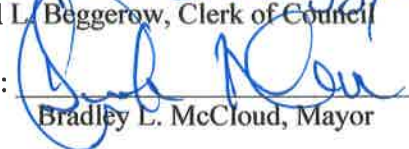
SECTION 2. That an amount of \$3,382.50 in account number 110.111.5639 – Police Department, Other Equipment be unappropriated and returned to the unappropriated General Fund

SECTION 3. That an amount of \$6,765.00 in the unappropriated General Fund be and is hereby appropriated to account number 110.595.5639 – General & Administrative, Other Equipment.

SECTION 4. That this ordinance is deemed to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the City's government, and further to guarantee the sale price at purchase, wherefore upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor.


Doug Joseph, President of Council

ATTEST: 
April L. Beggerow, Clerk of Council

APPROVED: 
Bradley L. McCloud, Mayor

DATE 5/14/19

CERTIFICATE

I, April L. Beggerow, Clerk of Council, City of Reynoldsburg, Ohio do hereby certify the foregoing to be a true and correct copy of Ordinance No. 57-19 as passed by Council of said City on the 13th day of May, 2019, and as recorded in the Record of Proceedings of said Council.


April L. Beggerow, Clerk of Council

Filed with Mayor: 5/14/19

Minutes Acceptance: Minutes of May 13, 2019 7:35 PM (Approval of Minutes)

Service Department**Bill Sampson****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6884 Phone****ORDINANCE REQUEST****DATE: May 13, 2019****TO: Public Service and Transportation Committee****RE: Ordinance Authorizing the Appropriation of \$1,000 from the Unappropriated General Fund to an Account in the Service Department, and Declaring an Emergency.**

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
---------------------------	-----------------------	----------------------------

Emergency/Suspension: Emergency

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

Statement of necessity: To pay for the T-shirts from the Reynoldsburg Schools and new signage.

ORDINANCE AUTHORIZING THE APPROPRIATION OF \$1,000 FROM THE UNAPPROPRIATED GENERAL FUND TO PAY FOR COSTS ASSOCIATED WITH THE 2019 COMMUNITY CLEAN UP DAY, AND DECLARING AN EMERGENCY

Request that Council appropriate from the unappropriated General Fund \$1,000 to account 110.448.5303 Community Events, and declaring an emergency.

Minutes Acceptance: Minutes of May 13, 2019 7:35 PM (Approval of Minutes)

DEPARTMENT OF PUBLIC SERVICE

7232 East Main St.
Reynoldsburg, OH 43068
614 322 6840



MEMORANDUM

TO: Mr. Stephen Cicak, Auditor
CC: Brad McCloud, Mayor
DATE: April 9, 2019
RE: Community Clean Up 2019 Sponsorship

The Service Department has received sponsorships for Community Clean Up Day being held Saturday June 1, 2019. Listed below are checks received:

American Structure Point, Check #127473 in the amount of \$250.00

CT Consultants Check # 97452 in the amount of \$500.00

EMH&T, Check # 195656 in the amount of \$250.00

The Service Director will appropriate these monies through the legislative process.

Thank you.

Kalle Gwilliams

A handwritten signature in black ink, appearing to read "Kalle Gwilliams".

TRANSFER FUNDS TO
ACCOUNT # 110.448.5303
Community events

Minutes Acceptance: Minutes of May 13, 2019 7:35 PM (Approval of Minutes)



AMERICAN
STRUCTUREPOINT
INC.

7260 Shadeland Station
Indianapolis, IN 46256-3957
Tel. 317.547.5580

**THE NATIONAL
BANK OF INDIANAPOLIS**
Our City. Your Bank.

20-667-740

DATE

April 4, 2019

3.a

PAY Two Hundred Fifty and 00/100 Dollars

AMOUNT

250.00

TO THE
ORDER
OF

City of Reynoldsburg
Attn: Bill Sampson
7232 East Main Street
Reynoldsburg, OH 43068

VOID AFTER 180 DAYS

AUTHORIZED SIGNATURE

⑈ 127473⑈ ⑆074006674⑆

1192905⑈

EMH&T

Evans, Mechwart, Hambleton & Tilton, Inc.
5500 New Albany Road
Columbus, OH 43054-8870

Huntington

25-2/440

CHECK DATE

March 11, 2019

PAY Two Hundred Fifty and 00/100 Dollars

TO CITY OF REYNOLDSBURG
7232 EAST MAIN STREET
REYNOLDSBURG, OH 43068

AMOUNT 250.00



Sandra C. Doyle Ahern
Angela J. Brown
AUTHORIZED SIGNATURE

⑈00195656⑈ ⑆044000024⑆ 01891452468⑈

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER



your trusted advisor
consultants
8150 Sterling Ct.
Mentor, OH 44060

engineers
architects
planners

FIRST NATIONAL BANK
MENTOR, OH 44060
60-1809/433

97452

March 8, 2019

Five Hundred and 00/100 Dollars

**PAY
TO THE
ORDER
OF**

CITY OF REYNOLDSBURG
7232 EAST MAIN STREET
REYNOLDSBURG, OH 43068

500.00

Craig...
AUTHORIZED SIGNATURE

⑈097452⑈ ⑆043318092⑆ 3013037383⑈

THIS DOCUMENT HAS A TRUE WATERMARK IN THE PAPER • HOLD TO LIGHT TO VIEW

ORDINANCE NO. 58-19PASSED: May 13, 2019

ORDINANCE AUTHORIZING THE APPROPRIATION OF \$1,250 FROM THE UNAPPROPRIATED GENERAL FUND TO AN ACCOUNT IN THE SERVICE DEPARTMENT, AND DECLARING AN EMERGENCY.

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

SECTION 1. That an amount of \$1,250.00 in the unappropriated General Fund be and is hereby appropriated to account number 110.448.5303 Community Events.

SECTION 4. That this ordinance is deemed to be an emergency measure necessary for the financial needs of the City's government, and further to cover costs for community clean up day, wherefore upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor.

Doug Joseph
Doug Joseph, President of Council

ATTEST: April L. Beggerow
April L. Beggerow, Clerk of Council

APPROVED: Bradley L. McCloud
Bradley L. McCloud, Mayor

DATE

5/14/19

CERTIFICATE

I, April L. Beggerow, Clerk of Council, City of Reynoldsburg, Ohio do hereby certify the foregoing to be a true and correct copy of Ordinance No. 58-19 as passed by Council of said City on the 13th day of May, 2019, and as recorded in the Record of Proceedings of said Council.

April L. Beggerow
April L. Beggerow, Clerk of Council

Filed with Mayor: 5/14/19

Minutes Acceptance: Minutes of May 13, 2019 7:35 PM (Approval of Minutes)

Service Department**Bill Sampson****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6884 Phone****ORDINANCE REQUEST****DATE: May 13, 2019****TO: Public Service and Transportation Committee**

**RE: ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO
CONTRACT WITH GEOTECHNICAL CONSULTANTS, INC.
FOR PROFESSIONAL FIELD MONITORING AND TESTING
SERVICES FOR THE REYNOLDSBURG COMMUNITY CENTER
YMCA AND DECLARING AN EMERGENCY.**

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
---------------------------	-----------------------	----------------------------

Emergency/Suspension: Emergency

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

Statement of necessity: To allow for field monitoring and testing services on the Reynoldsburg Community Center YMCA in order to meet the completion deadline of 2019.

Geotechnical Consultants, Inc. will provide field monitoring and testing services in accordance with project specifications, the Ohio Building Code Special Inspections Section 1704, and standard construction materials testing. See attached proposal and contract.

Minutes Acceptance: Minutes of May 13, 2019 7:35 PM (Approval of Minutes)



**GEOTECHNICAL
CONSULTANTS INC.**

MAIN OFFICE
720 Greencrest Drive
Westerville, OH 43081
614.895.1400 **phone**
614.895.1171 **fax**

YOUNGSTOWN OFFICE
8433 South Avenue
Building 1, Suite 1
Boardman, OH 44514
330.965.1400 **phone**
330.965.1410 **fax**

DAYTON OFFICE
2380 Bellbrook Avenue
Xenia, OH 45385
937.736.2053 **phone**

www.gci2000.com

Construction Materials Engineering and Testing Proposal

February 11, 2019

Mr. Bill Sampson
Director of Public Service
City of Reynoldsburg
7232 East Main Street
Reynoldsburg, Ohio 43068

e-mail: bsampson@ci.reynoldsburg.oh.us
abowsher@ci.reynoldsburg.oh.us

Reference: City of Reynoldsburg Community Center
1470 Davidson Avenue
Reynoldsburg, Ohio
GCI Project No.: 18-F-22027

Dear Mr. Sampson:

Geotechnical Consultants, Inc. (GCI) is pleased to provide this proposal for continued field monitoring and testing services for the referenced project.

A. PROJECT INFORMATION

The project is currently under construction and consists of constructing a 57,000 square foot Community Center, 13,000 square foot Medical Tenant space, and an outdoor aquatics center. The Community Center will house an indoor pool (natatorium), gymnasium, walking track, fitness areas, program spaces, and associated locker rooms and support facilities. Exterior site improvements include an outdoor pool/spray-ground and sports courts, as well as retaining walls, asphalt paving, and concrete walks.

B. SCOPE OF SERVICES

GCI proposes to continue to provide the following scope of services in accordance with the project specifications, the Ohio Building Code (OBC) Special Inspections Section 1704, and standard construction materials testing. Services will be provided when scheduled by project authorized personnel. Based on our review of the remaining, we understand the scope of the on-call services will be as follows:

1. Sitework Testing

- Observe proofrolling of site subgrades/sub-bases
- Sample fill/backfill material. Prepare and test the samples for moisture density relationship and related soil classifications.
- Perform field density tests using the nuclear method to determine the moisture content and percent compaction of the fill/backfill/asphalt

Minutes Acceptance: Minutes of May 13, 2019 7:35 PM (Approval of Minutes)

2. Masonry Observation and Testing

- Observe and document masonry placement procedures
- Obtain mortar samples and perform mortar cube compressive tests
- Obtain grout samples and perform grout prism compressive tests

3. Concrete Observation and Testing

- Observe and document concrete preparation procedures and reinforcing steel placement
- Sample the fresh concrete, perform slump, air content, concrete temperature, and cast 4" by 8" test specimens during placements
- Perform laboratory compressive tests of concrete test cylinders taken in the field
- Perform floor flatness/levelness testing

4. Structural Steel Observation

- Visual observation of connections, including primary framing members and bolts

5. GCI Project Manager

- Project direction, coordination, report review and supervision of laboratory and field services

Additional Services:

If work beyond the scope listed is requested by the client, GCI will issue a short Supplement to the Agreement form, or Supplemental Cost Estimate, that outlines the additional work to be performed and the associated fees. To authorize these additional services, you must return a signed copy of the Supplement.

Scheduling:

Field testing services will be provided on an as-requested basis when scheduled by an authorized representative. GCI will not be responsible for tests that are not performed due to a failure to schedule. A minimum of 24-hours' notice is recommended to schedule our services, although we will make every attempt to meet the requests in a shorter time frame. The scope of services provided in this proposal does not construe a warranty that GCI intends to perform all required testing and observations required by the contract documents. The proposed scope of services is limited to the items described above. It is our policy to provide field reports electronically in PDF form. In order to control unauthorized use of reports, we will not distribute reports unless authorized by the client (see attached report distribution sheet).

C. COMPENSATION

I have conferred with our field representatives on the remaining work and reviewed the Gilbane schedule dated December 6, 2018. Based on assumptions regarding the number of site visits, time on-site, and testing required, we have developed a not-to-exceed cost to complete *Special inspection* services of \$47,500.00. Attached you will find a spreadsheet with our estimated quantities.

The fees for services provided will be based on the unit rates shown in the attached Standard Unit Rates.

Authorization

The attached Terms and Conditions Statement, along with this proposal letter and attached fee schedule, constitutes our entire agreement. In order to provide services, we must receive a signed copy of this agreement before field work is performed.

Thank you for the opportunity to provide our proposal. We look forward to continuing to be of service to you on this project. If you have any questions, please contact this office.

Respectfully submitted,
Geotechnical Consultants, Inc.



Robert L. Hiles, III
Director of Field Operations

Accepted by:

Authorizing Signature & Date

Printed Name & Title

Company Name

Address

City, State, ZIP

Telephone & Fax Number

E-mail Address

Attachments: Distribution Sheet
Rate Sheet
Estimate
Terms & Conditions
SOQ

Minutes Acceptance: Minutes of May 13, 2019 7:35 PM (Approval of Minutes)



FIELD REPORT DISTRIBUTION SHEET

Client Name: City of Reynoldsburg
 Project Name & Address: City of Reynoldsburg Community Center
1470 Davidson Avenue – Reynoldsburg, OH
 GCI Project #: 18-F-22027

Copies of field reports will be e-mailed to the Client only, unless otherwise specified. ** Please list additional copies to be distributed below. Provide name and e-mail address.

Name: _____

Company Name: _____

E-mail Address: _____

Name: _____

Company Name: _____

E-mail Address: _____

Name: _____

Company Name: _____

E-mail Address: _____

Name: _____

Company Name: _____

E-mail Address: _____

The above noted client takes full responsibility for any mis-use of the information by the above listed firms.

On behalf of the Client: _____

Minutes Acceptance: Minutes of May 13, 2019 7:35 PM (Approval of Minutes)



**GEOTECHNICAL
CONSULTANTS INC.**

MAIN OFFICE
720 Greencrest Drive
Westerville, OH 43081
614.895.1400 **phone**
614.895.1171 **fax**

YOUNGSTOWN OFFICE
8433 South Avenue
Building 1, Suite 1
Boardman, OH 44514
330.965.1400 **phone**
330.965.1410 **fax**

DAYTON OFFICE
2380 Bellbrook Avenue
Xenia, OH 45385
937.736.2053 **phone**

www.gci2000.com

FIELD ENGINEERING DIVISION SCHEDULE OF SERVICES AND FEES

PROJECT PERSONNEL**

Projects often require varying degrees of responsibility and expertise for field technicians. GCI staffs the following:

<i>Engineering Technician</i>	Routine concrete testing for project documentation	\$ 48.00/hour
<i>Sr. Engineering Technician</i>	Testing services with the authority to reject	\$ 58.00/hour
<i>Special Inspector</i>	Site monitoring, on-site recommendations, verification for municipality (special inspections)	\$ 68.00/hour
<i>Steel/Fireproofing/ Floor Flatness/ EIFS/PT Inspector</i>	Bolting and weld inspection, liquid penetrant testing, magnetic particle testing, calibrated wrench torque tension testing, ultrasonic testing, Fireproofing application inspection, Floor Flatness, EIFS inspection, Post Tension inspection	\$ 75.00/hour
<i>Project Manager</i>	Site meetings and conferences, Engineering/data review and report preparation	\$ 85.00/hour

ENGINEERING SERVICES**

Projects that encounter field problems requiring the expertise of our engineering staff, professional opinion or an engineering seal.

<i>Staff Engineer</i>	Engineering evaluation and problem resolution	\$100.00/hour
<i>Senior Engineer</i>	Professional opinions and recommendations	\$140.00/hour
<i>Principal</i>	Forensic, Legal and Value Engineering	\$180.00/hour

CORING SERVICES**

Technician (s)	\$ 55.00/hr ea
Coring Equipment (Coring Gun, generator, diamond bit barrel, patch)	\$100.00/day

Minutes Acceptance: Minutes of May 13, 2019 7:35 PM (Approval of Minutes)

TESTING SERVICES**

Partial listing of most common laboratory/field services

SOIL

Nuclear Density Equipment Charge per day	\$ 50.00
Standard Proctor Soil (ASTM D-698A)	\$170.00/sample
Standard Proctor Aggregate (ASTM D-698 B & C)	\$180.00/sample
Mechanical Sieve Analysis – Gradation	\$100.00/sample
Gradation with Hydrometer	\$135.00/sample

CONCRETE

Concrete Compression Tests for 6"x 12" Cylinders (tracking, curing, testing, reporting)	\$ 16.00/each
Concrete Compression Tests for 4"x 8" Cylinders (tracking, curing, testing, reporting)	\$ 15.00/each
Compression Tests for Mortar (tracking, curing, testing, reporting)	\$ 20.00/each
Compression Tests for Grout Prisms (tracking, curing, capping, testing, reporting)	\$ 25.00/each
Concrete Compression Test for cylinders made by others	\$ 20.00/each
Concrete Flexural Strength Tests (simple beam & 3 rd point loading ASTM C-78)	\$ 60.00/each

ASPHALT

Extraction, Dust, Gradation	\$275.00/sample
Thickness and Density (cored sample)	\$ 50.00/each
Flow and Stability (Marshall Method)	\$300.00/sample

SPECIALIZED SERVICES

Windsor Probe Tests	\$ 50.00/each
Windsor Pin Tests	\$ 15.00/each
Floor Flatness/Levelness Profiling – per session	\$100.00
Vapor Emission Tests	\$ 50.00/each
Relative Humidity Probes	\$ 25.00/each
Rapid Relative Humidity Probes	\$100.00/each
Field Ph Tests	\$ 10.00/each
Fire Resistance Material Density Tests	\$ 50.00/each
Fire Resistance Material Pull Tests	\$ 20.00/each
Roof Cut Tests	\$ 50.00/each

TRAVEL CHARGES**

Zone I	Franklin and Delaware Counties	\$ 50.00/trip
Zone II	60 mile radius of Westerville Office	\$ 70.00/trip
Zone III	Remaining portion of Ohio and out of state	\$ 0.60/mile
Per Diem	Meals and lodging for out of town sites	\$150.00/night

Sample Only Pick-up Charge (in-lieu of time or mileage)

Zone I	Franklin and Delaware Counties	\$ 80.00
Zone II	60 mile radius of Westerville Office	\$135.00
Zone III	Remaining portions of Ohio and out of state	\$ 50.00/hr & \$ 0.60/mile

Minutes Acceptance: Minutes of May 13, 2019 7:35 PM (Approval of Minutes)

BILLING:

Hourly rates are portal to portal with a two hour minimum per visit. Weekday work over 8 hours per day, work scheduled before 6:00am or after 6:00pm, and Saturday will be charged at 1.5 times the listed rates. Sunday and legal holiday work will be charged at 2.0 times the listed rates. Engineering review will be at the rates listed above.

SCHEDULING:

Please notify our office before 3:00pm the day (Monday through Friday) prior to our services being required for scheduling and/or cancellation. After that time, we make every effort to schedule or cancel, but we cannot guarantee results. If personnel have been sent as scheduled and services are cancelled without notification prior to a technician departure, a two-hour charge will be assessed at the above rates.

**** Charges include secretarial services for initial distribution of reports.**

***** Rates are subject to change.**

Minutes Acceptance: Minutes of May 13, 2019 7:35 PM (Approval of Minutes)

Estimated Scope of Services and Budgetary Costs

City of Reynoldsburg Community Center 1470 Davidson Avenue - Reynoldsburg, Ohio

ESTIMATED TESTING AND OBSERVATION FREQUENCIES	QTY.	UNIT	RATE	TOTAL FEES
1 <u>Sitework, Subgrades and Sub-bases</u>				
Based on 35 visits, 2 - 4 hours a visit				
A. Project Manager (staff supervision, scheduling, and review)	per hour	5 @	\$85.00	\$425.00
B. Sr. Engineering Technician - Regular Time	per hour	100 @	\$58.00	\$5,800.00
C. Density Equipment Charges	per day	30 @	\$50.00	\$1,500.00
D. Standard Proctor	per sample	3 @	\$170.00	\$510.00
E. Transportation Charges - Vehicle and Support Equipment	round trip	35 @	\$50.00	\$1,750.00
Estimated Subtotal for Sitework				\$9,985.00
2 <u>Foundations, Masonry, Slabs, and Exterior Concrete</u>				
Based on 75 visits, 2 - 6 hours a visit				
A. Project Manager (staff supervision, scheduling, and review)	per hour	15 @	\$85.00	\$1,275.00
B. Special Inspector - Regular Time	per hour	160 @	\$68.00	\$10,880.00
C. Sr. Engineering Technician - Regular Time	per hour	90 @	\$58.00	\$5,220.00
D. Engineering Technician - Regular Time	per hour	50 @	\$48.00	\$2,400.00
E. Transportation Charges - Vehicle and Support Equipment	round trip	75 @	\$50.00	\$3,750.00
Estimated Subtotal for Construction Evaluations				\$23,525.00
3 <u>Materials Testing for Footings, Slabs, Walls and Misc. Concrete Placement</u>				
A. Concrete Cylinders (65 sets w/ 5 cylinders per set)	each	325 @	\$15.00	\$4,875.00
B. Floor Flatness/Levelness Equipment	per day	5 @	\$100.00	\$500.00
C. Mortar - CMU (5 sets w/ 3 cubes per set)	each	15 @	\$20.00	\$300.00
D. Grout - CMU (10 sets w/ 4 prisms per set)	each	40 @	\$25.00	\$1,000.00
E. Sample Pick Up (in lieu of time and trip)	each	5 @	\$80.00	\$400.00
Estimated Subtotal for Materials Testing				\$7,075.00
4 <u>Structural Steel</u>				
Based on 20 visits, 4 hours a visit				
A. Project Manager (staff supervision, scheduling, and review)	per hour	4 @	\$85.00	\$340.00
B. CWI Inspector - Regular Time	per hour	80 @	\$75.00	\$6,000.00
C. Transportation Charges - Vehicle and Support Equipment	round trip	20 @	\$50.00	\$1,000.00
Estimated Subtotal for Steel and Fireproofing Observations				\$7,340.00
ESTIMATED TOTAL:				\$47,925.00

Minutes Acceptance: Minutes of May 13, 2019 7:35 PM (Approval of Minutes)



GEOTECHNICAL CONSULTANTS, INC. TERMS & CONDITIONS

The following Terms and Conditions, together with the attached Proposal/Agreement, constitute the terms of the Agreement between Geotechnical Consultants, Inc. (GCI) and the party that authorizes performance of services (Client) with respect to the performance of any services. Terms and Conditions must be accepted prior to commencement of services. Any modification to these Terms and Conditions requires mutual agreement and may result in a fee adjustment.

1. SERVICES TO BE PROVIDED

GCI hereby agrees to provide Client with the services set forth in the attached Proposal under the terms and conditions set forth herein, based on Clients' approved credit or full payment prior to commencement of services. Any prior geotechnical or environmental studies will be made available for review by GCI.

2. BILLING AND PAYMENT:

2.1 Client agrees to pay GCI in accordance with rates and charges set forth in the Proposal. GCI will generally submit invoices for services rendered and expenses incurred during the previous period on a four (4) week periodic basis. Invoices shall be due and payable within thirty (30) days. In the event payment is not timely made, the overdue balance shall bear interest at a rate of 1.5% per month. If Client fails to pay any invoice due to GCI within thirty (30) days after the date of billing, GCI, without waiving any other claim or right against Client, and without liability whatsoever to Client, may terminate its performance of services. No retainage will be held.

2.2 In the event that GCI is compelled to take action to collect past due payments, Client will reimburse GCI for all cost and expenses of collection, including without limitation all court costs and reasonable attorney's fees.

2.3 Should it be necessary to engage the services of specialized consultants or companies, this will be done with Client's approval. If the scope of the project or of GCI's services is changed materially, the amount of compensation will be equitably adjusted between the Client and GCI.

2.4 If the project is suspended or abandoned in whole or part, GCI shall be compensated for all services performed prior to receipt of written or oral notice from Client of such suspension or abandonment, together with other expenses then due and project closeout costs. If the project is resumed after being suspended for more than three (3) months, GCI's compensation shall be equitably adjusted between Client and GCI.

2.5 No deductions shall be made from GCI's compensation on accounts or sums withheld from payments to contractors, nor shall payment to GCI be contingent upon financing or receipt of payment from any third party.

2.6 If Client fails to make payment when due GCI for services and other expenses, GCI may, upon seven (7) days' written notice to Client, suspend performance of services under this Agreement. Unless payment in full is received by GCI within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of such a suspension of services under this provision, GCI shall have no liability to Client for delay or damage caused Client or others because of such suspension of services.

3. RIGHT OF ENTRY

Client hereby grants GCI or represents and warrants (if the site is not owned by Client) that permission has been duly granted for a Right of Entry, by GCI, its agents, staff, consultants, and subcontractors, for the purpose of performing site reconnaissance, test borings, environmental sampling and/or construction monitoring services pursuant to the agreed upon Scope of Services.

4. SAMPLING / EXPLORATION

Where services include sampling and/or exploration

a. NORMAL DISTURBANCE

Client hereby recognizes that the use of testing and/or sampling equipment may affect or damage the terrain, vegetation, improvements, and structures on the site. Client accepts the fact that this is inherent in GCI's services and will not hold GCI liable or responsible for any such damage. GCI will take reasonable precautions to limit damage to site, but the cost for restoration of damage that may result from GCI's operations has not been included in our fee. If GCI is required to restore the site to its former condition, this will be accomplished, and the cost will be added to GCI's fee.

b. DAMAGE TO LATENT SUBTERRANEAN STRUCTURES

GCI will not be liable for damages or injury arising from damage to or interference with subterranean structures (including without limitation, pipes, tanks, telephone cables, etc.) which are not called to GCI's attention and/or not correctly shown on plans furnished by Client or others in connection with services performed under this Agreement.

5. LIMITATION OF REMEDIES

5.1 Client expressly agrees to limit GCI's and GCI's employees liability to Client (including any and all construction contractors, subcontractors or other consultants employed by Client) for all claims, actions, damages and costs arising from this Agreement and/or the acts or omissions of GCI's and its employees, subcontractors and subconsultants. Client expressly agrees that to the fullest extent permitted by law, its maximum aggregate recovery (including any recoveries by construction contractors, subcontractors or other consultants employed by Client) for claims against GCI and all of its employees, subcontractors and subconsultants, concerning GCI's services, including



GEOTECHNICAL CONSULTANTS, INC. TERMS & CONDITIONS

negligence or breach of this Agreement and any indemnity obligation hereunder, shall be limited to either \$50,000, or fees paid to GCI, whichever is greater. The limit of liability includes, without limitation, attorney's fees and costs to defend this provision and Agreement.

This limit of liability is the only one that will apply in the event of claim(s) against GCI on this project, regardless of how many contracts GCI may enter into with client for this project, or how many claims are made against GCI.

5.2 Client acknowledges that GCI faces risk when Client requests GCI to perform geotechnical engineering and environmental consulting services. Accordingly, as part of GCI's consideration, Client shall, to the fullest extent permitted by law, waive any claim against GCI and indemnify, defend, and hold GCI harmless from any claim resulting from services covered by this Agreement, unless such claims are based on or arise out of GCI's negligent acts or omissions.

5.3 The term "any claim" used in this provision means "any claim" in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability.

6. SUBSURFACE RISKS

Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with appropriate equipment and experience by personnel who function in accordance with a professional standard of practice, may fail to detect certain conditions. For similar reasons, actual environmental, geological, and geotechnical conditions that GCI inferred to exist between sampling points may differ significantly from those that actually exist. The Client will not hold GCI responsible for such special risks.

7. INDEMNIFICATION AND HOLD HARMLESS

Subject to all otherwise applicable statutes of limitations and repose, GCI agrees to indemnify and hold Client, its directors, shareholders, employees, and permitted assigns harmless for all claims, damages and causes of actions (collectively "Claims"), to the extent such Claims are caused by GCI's negligent acts, errors, or omissions. With regard to any claim alleging GCI's negligent performance of professional services, GCI's defense obligation under this indemnity paragraph means only the reimbursement of reasonable defense costs to the proportionate extent of its actual indemnity obligation hereunder.

Client agrees to indemnify and hold GCI, its directors, shareholders, employees, and assigns harmless for all Claims, damages and causes of actions, against GCI related to the performance of the services in this

Agreement, unless such claims arise out of GCI's negligent acts, errors or omissions.

8. DELAYS

Except as specifically set forth in this Agreement, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, unanticipated project site conditions, and inability, with reasonable diligence, to supply personnel, equipment, or material to the project. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the services under the Proposal for the specific project. Delays within the scope of this provision which cumulatively exceed thirty (30) days in any six (6) month period shall, at the option of either party, make this Agreement subject to renegotiation or termination.

9. HAZARDOUS SUBSTANCES

9.1 Hazardous substances may exist at a site where there is no reason to believe they would be present. The Client warrants that the Client has informed GCI of any hazardous substances that may be present if the Client has knowledge or has any reason to believe hazardous substances may be present at the subject property. It is Client's duty to notify GCI of any information Client has with respect to the presence or suspected presence of hazardous materials at the property.

9.2 It is agreed that the discovery of unanticipated hazardous and/or potentially hazardous substances may make it necessary for GCI to take immediate measures to protect human health and safety, and/or the environment. GCI agrees to notify Client as soon as practically possible should unanticipated suspected hazardous substances be encountered. Client agrees to compensate GCI for the additional cost of such services and agrees to indemnify, defend and hold GCI harmless from any claim or liability for injury or loss arising from GCI's encountering of unanticipated hazardous substances or suspected hazardous substances.

9.3 GCI and Client agree that discovery of unanticipated hazardous substances and/or potentially hazardous substances may constitute a changed condition mandating an amended agreement or termination of services. If an amended agreement is not made between the Client and GCI within seven (7) days of GCI's notice of suspension of services, further services under the contract will be terminated. The Client shall pay



GEOTECHNICAL CONSULTANTS, INC. TERMS & CONDITIONS

all fees and charges incurred under the provisions of the proposal through the date of termination.

9.4 Client agrees to compensate GCI for the cost of decontamination of equipment, replacement of equipment, or other costs incident to the discovery of hazardous substances.

9.5 Client agrees that samples, drill cuttings, and other objects containing hazardous substances are not the responsibility of GCI. The Client agrees that the contaminated samples, contaminated drill cuttings, and other contaminated materials are the responsibility of the Client, and are to be disposed of through arrangements selected and made by the Client.

9.6 The Client agrees that, in the event GCI does not discover hazardous substances at the subject property, it is understood that GCI cannot maintain that no hazardous substances exist at the subject property.

9.7 The Client recognizes the Client's responsibility to inform the property owner, if the property is not owned by the Client, of the discovery of hazardous substances or suspected hazardous substances. The Client further recognizes the Client's responsibility to make any disclosures of the discovery of hazardous substances required by law to the appropriate governing agencies, and that GCI has no responsibility to, nor will GCI, make such disclosures unless human health and/or the environment are in imminent danger as a result of the presence of hazardous substances discovered during performance of services under this Agreement.

9.8 The Client waives any claim against GCI and agrees to defend, indemnify, and hold GCI harmless from any claim or liability for injury or loss of any type arising from:

- GCI's discovery of hazardous substances or suspected hazardous substances, including any costs caused by delay of the project and any cost associated with possible reduction of the property value.
- All consequences of disclosures made by GCI that are required by governing law(s).
- The application of a joint and several liability concept that would in any manner hold or seek to hold GCI responsible for creating a hazardous condition or permitting one to exist.
- Cross contamination caused by sampling.
- GCI's failure to detect hazardous substances through techniques consistent with other professionals performing similar services in the geographic area at the time that the services are performed.

9.9 The Client shall remain liable for and shall pay all fees and charges incurred by GCI in defense of any such claim. Such compensation shall be based upon GCI's

prevailing fee schedule and expense reimbursement policy.

10. BIOLOGICAL POLLUTANTS

GCI's scope of services does not include the investigation or detection of the presence of any Biological Pollutants at the project site or in or around any existing or proposed structure at the site, unless specifically noted in GCI's scope of services. Client agrees that GCI will have no liability for any claim regarding bodily injury or property damage alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants at the project site or in or around any existing or proposed structure at the site. In addition, Client will defend, indemnify, and hold harmless GCI and its employees from any third party claim for damages alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants at the project site or in or around any existing or proposed structure at the site. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and the byproduct of any such biological organisms.

11. CONSTRUCTION OBSERVATION SERVICES

On request of Client, GCI will provide qualified personnel to observe and report on specific aspects or phases of construction. GCI's services will not include supervision or direction of contractors, contractor's employees, agents, or subcontractors. The presence of GCI's field representative, observation and testing by GCI shall not excuse contractors for defects discovered in contractors' work. Observation and monitoring services provided by GCI are solely for the benefit of Client. GCI's services will not include any supervision or direction of contractor's work or workers, and GCI assumes no liability for such work or workers. .

12. STANDARD OF CARE

Client agrees that GCI's services are performed on behalf of and for the exclusive use of Client for the purpose set forth in the Proposal. Client recognizes that GCI's services require decisions that are not based upon pure science but rather upon judgmental considerations. GCI will perform services in accordance with generally accepted practices of similar consultants undertaking similar services in the same locale at the same time and under like circumstances. Client agrees that such services will be rendered without any warranty, express or implied.

13. INSURANCE

GCI represents and warrants that its staff is protected by Workers' Compensation insurance and that GCI has coverage under Professional Liability, Public Liability and Property Damage insurance policies. Proof of insurance for such policies will be provided to Client upon request.

Minutes Acceptance: Minutes of May 13, 2019 7:35 PM (Approval of Minutes)



GEOTECHNICAL CONSULTANTS, INC. TERMS & CONDITIONS

14. OWNERSHIP OF INSTRUMENTS OF SERVICE

GCI will provide Client with three signed, and sealed if applicable, originals of each report. All documents GCI prepares are instruments of service and shall remain the property of GCI. For a period of 10 years following submission of GCI's report, GCI will make report available to Client at all reasonable times and for a reproduction and service charge. Extension of third party reliance can be offered, for a negotiated fee and must be in writing.

15. PERSONAL GUARANTEE

By signature on the attached proposal, it is attested the individual signing has authority to enter into this Agreement, has read and understood the Agreement and guarantees payment of the services rendered to client below.

16. ORAL ACCEPTANCE OF AGREEMENT

This Agreement's Terms and Conditions, of which this provision is a part, have been established in large measure to allocate certain risks between Client and GCI, and GCI will not initiate service without formal agreement on Terms and Conditions set forth in this Agreement. For purposes of convenience, Client may choose to accept this Agreement orally or to orally authorize GCI to initiate services. In that event, Client specifically agrees that, as a material element of the consideration GCI requires to execute the services indicated herein, oral acceptance or authorization to initiate services shall be considered by both parties to constitute formal acceptance of all terms and conditions of this Agreement. Unilateral modification of this Agreement subsequent to GCI's initiation of service is expressly prohibited. Furthermore, all preprinted terms and conditions on Client's purchase order or GCI's purchase order acknowledgment form are inapplicable to this Agreement and GCI's involvement in Client's projects.

17. MISCELLANEOUS

17.1 This agreement shall be made and interpreted under "Ohio" law by the return of the completed executed agreement. Should legal action be initiated, the parties agree the venue shall be the courts of Ohio.

17.2 Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of the Agreement or for any other purpose.

17.3 The Client and GCI respectively bind themselves, their partners, successors, permitted assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such party with respect to all covenants of this Agreement. Neither the Client nor GCI shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

17.4 This Agreement represents the entire and integrated Agreement between Client and GCI and

supersedes all prior negotiations, representations or agreements, either written or oral, and may be amended only by written instruments signed by both Client and GCI.

17.5 The proposed language of any certificates, affidavits or certifications requested of GCI or GCI's consultants shall be submitted to GCI for review and approval at least fourteen (14) days prior to execution. The Client shall not request certification and/or affidavits that would require knowledge or services beyond the scope of this Agreement or beyond the professional qualifications and engineering experience of GCI.

17.6 Any estimates or opinions of project or construction costs are provided by GCI on the basis of GCI's experience and represents its best judgment. Since GCI has no control over the cost of labor, materials, equipment or services furnished by others or over competitive bidding or market conditions, GCI cannot guarantee that proposals, bids or actual project costs or construction costs will not vary from any estimates or opinions of cost prepared by GCI.

17.7 Samples for materials testing projects will be disposed of after laboratory test results have been reported. GCI and its subcontracted laboratories will dispose of all soil, rock, water, and other samples no later than ninety (90) days after submission of GCI's report(s), or as soon as samples exceed laboratory holding times, whichever comes first. Client may request, in writing, that any such samples be retained beyond such date, and in such case GCI will ship such samples to the location requested by Client, at Client's expense. GCI may, upon written request, arrange for further storage of samples at mutually agreed storage charges. GCI will not give Client prior notice of intention to dispose of samples. GCI will not be responsible for disposing of contaminated samples.

17.8 Client shall furnish GCI, as needed for performance of GCI's services, any existing data, including, without limitation, borings, probings and subsurface explorations, environmental reports, laboratory tests and other data relative to the project design, property, boundary, easement, right-of-way, topographic and utility surveys.

17.9 Client shall give GCI prompt written notice whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of GCI's services.

17.10 Client acknowledges GCI is a corporation and agrees any claim made by Client arising out of any act or omission of any officer or employee of GCI in execution or performance of this Agreement, shall be made against GCI alone and not against such officer or employee.

Minutes Acceptance: Minutes of May 13, 2019 7:35 PM (Approval of Minutes)



GEOTECHNICAL CONSULTANTS, INC. TERMS & CONDITIONS

18 DISPUTES

18.1 Mediation. All disputes between GCI and Client are subject to mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, amount of time or money claimed, and requiring that the matter be mediated within 45 days of service of notice.

18.2 Precondition to Other Action. No action or suit may be commenced unless the mediation did not occur within 45 days after service of notice; or the mediation occurred but did not resolve the dispute; or a statute of limitation would elapse if suit was not filed prior to 45 days after service of notice.

18.3 Choice of Law; Venue. This Agreement will be construed in accordance with and governed by the laws of the state in which the Project is located. Unless the parties agree otherwise, any mediation or other legal proceeding will occur in the state in which the Project is located.

18.4 Statutes of Limitations. Any applicable statute of limitations will be deemed to commence running on the earlier of the date of substantial completion of GCI's Services under this Agreement or the date on which claimant knew, or should have known, of facts giving rise to its claims.

19. ASSIGNMENT

Client and GCI, respectively, each binds itself and its successors and assigns to the other and its successors and permitted assigns with respect to all covenants of this Agreement. Neither Client nor GCI shall assign, sublet or transfer any rights under or interest in this Agreement without the prior written consent of the other party, including but not limited to, (a) any interest in the proceeds of this Agreement, or any proceeds of claims arising from or under this Agreement; (b) any claims, causes of action or rights against the other party arising from or under this Agreement; (c) the control of claims or causes of action against the other party arising from or under this Agreement; and (d) any proceeds from claims or causes of action as security, collateral or the source of payment for any notes or liabilities to any third party. This section shall not, however, apply to any subrogation rights (if any) of any insurer of either party. This section shall survive the completion or termination of this Agreement for any reason and shall remain enforceable between parties.

20. Consequential Damages. Neither Client nor GCI will be liable to the other for any special, consequential, incidental or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party or its customers.

END OF TERMS AND CONDITIONS

Minutes Acceptance: Minutes of May 13, 2019 7:35 PM (Approval of Minutes)

ORDINANCE NO. 59-19PASSED: May 13, 2019

ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT WITH GEOTECHNICAL CONSULTANTS, INC. FOR PROFESSIONAL FIELD MONITORING AND TESTING SERVICES FOR THE REYNOLDSBURG COMMUNITY CENTER YMCA AND DECLARING AN EMERGENCY.

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

SECTION 1. That the Mayor be and is hereby authorized and directed to enter into an agreement with Geotechnical Consultants Inc., 720 Greencrest Drive, Westerville, Ohio, 43081, in the amount not to exceed forty seven thousand, five hundred dollars, (\$47,500.00) for field monitoring and testing services.

SECTION 3. That pursuant to RCO Section 175.01(d) competitive bidding is hereby suspended.

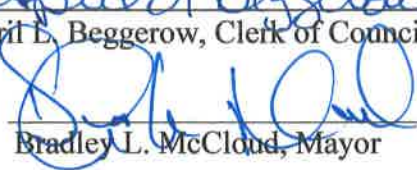
SECTION 4. That this ordinance is deemed to be an emergency measure necessary for the immediate preservation of the public peace, health or safety; wherefore upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor.



 Doug Joseph, President of Council

ATTEST: 

 April L. Beggerow, Clerk of Council

APPROVED: 

 Bradley L. McCloud, Mayor

DATE 5/14/19

CERTIFICATE

I, April L. Beggerow, Clerk of Council, City of Reynoldsburg, Ohio do hereby certify the foregoing to be a true and correct copy of Ordinance No. 59-19 as passed by Council of said City on the 13th day of May, 2019 and as recorded in the Record of Proceedings of said Council.



 April L. Beggerow, Clerk of Council

Filed with Mayor: 5/14/19

Minutes Acceptance: Minutes of May 13, 2019 7:35 PM (Approval of Minutes)

Parks & Recreation Dept.**Donna Bauman****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6879 Phone****ORDINANCE REQUEST****DATE: May 13, 2019****TO: Development, Parks and Recreation Committee****RE: Ordinance Appropriating Funds from Unappropriated General Fund
to an Account in the Parks & Recreation Department**

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
---------------------------	-----------------------	----------------------------

Requesting sponsorship monies be appropriated into the following accounts:

Tomato Festival Sponsorship:

Service Supply LTD	\$1,000	110.344.5339
Gilbane Building Co.	\$2,500	110.344.5339
CT Consultants	\$2,500	110.344.5339
YMCA	\$ 250	110.344.5339
Brian's Automotive	\$ 250	110.344.5339
Rey Visitors Bureau	\$1,500	110.344.5339
Fairfield National Bank	\$1,000	110.344.5339

Marabar Garden Club	\$ 250	110.340.5213
---------------------	--------	--------------

Kim Ranney Photo	\$1,240	110.340.5215
------------------	---------	--------------

Minutes Acceptance: Minutes of May 13, 2019 7:35 PM (Approval of Minutes)

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

Amend to the redraft date of 5/28/19 as additional sponsorship monies have been received.
Please appropriate into the following accounts within the Parks and Recreation Department:

Heartland Bank	\$4,000	110.344.5339 (Tomato Fest & Comm Events)
Sleep Number	\$ 300	110.340.5215 (Superhero Baseball)
Sleep Number	\$ 500	110.344.5339 (Comm Events)

Minutes Acceptance: Minutes of May 13, 2019 7:35 PM (Approval of Minutes)

Development Department

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

ORDINANCE REQUEST

DATE: May 13, 2019

TO: Development Department

RE: Designating the Reynoldsburg Community Improvement Corporation as an Agency of the City Under Ohio Revised Code Section 1724.10 and Authorizing the Execution of an Agreement and Plan for Industrial, Commercial, Distribution and Research Development.

Approval:

Completed Brad McCloud	Completed Jed Hood	Skipped Stephen Cicak
---------------------------	-----------------------	--------------------------

This Ordinance is to replace create a Reynoldsburg Community Improvement Corporation, which will be known as the Reynoldsburg Development Alliance. This CIC will serve as an extension of the Development Department, and help with Land-Use Planning, Business Retention, Land Banking, and Community Improvement Projects.

DESIGNATING THE REYNOLDSBURG COMMUNITY IMPROVEMENT CORPORATION AS AN AGENCY OF THE CITY UNDER OHIO REVISED CODE SECTION 1724.10 AND AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PLAN FOR INDUSTRIAL, COMMERCIAL, DISTRIBUTION AND RESEARCH DEVELOPMENT

Minutes Acceptance: Minutes of May 13, 2019 7:35 PM (Approval of Minutes)

ORDINANCE ____-19

DESIGNATING THE REYNOLDSBURG COMMUNITY IMPROVEMENT CORPORATION AS AN AGENCY OF THE CITY UNDER OHIO REVISED CODE SECTION 1724.10 AND AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PLAN FOR INDUSTRIAL, COMMERCIAL, DISTRIBUTION AND RESEARCH DEVELOPMENT.

WHEREAS, the Section 13 of Article VIII of the Ohio Constitution provides that, to create and preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, it is in the public interest and a proper public purpose for a municipal corporation, its agencies or instrumentalities, or corporations not for profit designated by such municipal corporation as its agency or instrumentality, to perform the acts and exercise the powers therein provided; and

WHEREAS, pursuant to Chapter 1724, Ohio Revised Code as it may hereinafter be amended (herein called the “Act”), there has been formed a corporation known as “Reynoldsburg Community Improvement Corporation”, a corporation not for profit as recorded on the Records of Incorporation and Miscellaneous Filings of the Secretary of State of the State of Ohio; and

WHEREAS, there are substantial and pressing problems including but not limited to the development and encouragement of industry, commerce, distribution and research within the confines of this City, which problems may best be solved by and with the assistance of said corporation; and

WHEREAS, it is hereby found and determined that the policy of this City is to promote the health, safety, morals and general welfare of its inhabitants through the designation by resolution of a community improvement corporation as the agency of the City for industrial, commercial, distribution and research development in the City; and

WHEREAS, any political subdivision which has designated a community improvement corporation as such agency may enter into an agreement with said corporation to provide any one or more services specified by Chapter 1724, Ohio Revised Code; and

WHEREAS, this Council has determined that it would be in the best interests of the City to approve and authorize the execution of an Agreement and Plan for Industrial, Commercial, Distribution and Research Development (the “*Agreement and Plan*”), all pursuant to Section 1724.10, Ohio Revised Code;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Reynoldsburg, Franklin, Fairfield and Licking Counties, Ohio, that:

Section 1. Designation of the Reynoldsburg Community Improvement Corporation. The Reynoldsburg Community Improvement Corporation is hereby designated as the agency of the City, for the industrial, commercial, distribution and research development of the City of Reynoldsburg, Ohio. The Mayor and Barth R. Cotner, At-Large Member of this Council, are hereby appointed to represent the City as members of the Board of Directors of the Reynoldsburg Community Improvement Corporation.

Section 2. Agreement and Plan of Development. The form of Agreement and Plan for Industrial, Commercial, Distribution and Research Development by and between this City and the Reynoldsburg Community Improvement Corporation, in the form presently on file with the Clerk of Council, is hereby approved and authorized with changes therein not inconsistent with this ordinance and not substantially adverse to this City and which shall be approved by the Mayor and City Auditor. The Mayor and City Auditor, for and in the name of this City, are hereby authorized to execute the Agreement and Plan, provided further that the approval of changes thereto by those officials, and their character as not being substantially adverse to the City, shall be evidenced conclusively by the execution thereof.

Section 3. Open Meetings. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the adoption of this ordinance were taken in an open meeting of this Council or committees, and that all deliberations of this

Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law.

Section 4. Effective Date. This ordinance is declared to be in full force and effect from and after the earliest period allowed by law.

Passed: _____, 2019

Attest:	_____	_____
	Clerk of Council	President of Council
	April Beggerow	Doug Joseph

Approved:	_____	Date: _____, 2019
	Mayor	
	Brad McCloud	

I, April Beggerow, Clerk of Council, City of Reynoldsburg, Ohio, do hereby certify the foregoing to be a true and correct copy of Ordinance No. ____-19 as passed by Council of said City on the ____ day of _____, 2019 and as recorded in the Record of Proceedings of said Council.

April Beggerow, Clerk of Council

Filed with Mayor: _____, 2019	Published: _____, 2019
-------------------------------	------------------------

Minutes Acceptance: Minutes of May 13, 2019 7:35 PM (Approval of Minutes)

AGREEMENT AND PLAN FOR INDUSTRIAL, COMMERCIAL, DISTRIBUTION AND RESEARCH DEVELOPMENT

This AGREEMENT AND PLAN FOR INDUSTRIAL, COMMERCIAL, DISTRIBUTION AND RESEARCH DEVELOPMENT (the “*Agreement*”), is being entered into as of the _____ day of _____, 2019, by and between the CITY OF REYNOLDSBURG, OHIO (the “*City*”), a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio (the “*State*”), and the REYNOLDSBURG COMMUNITY IMPROVEMENT CORPORATION (the “*CIC*”), a community improvement corporation organized and existing as a corporation not for profit under the laws of the State.

RECITALS

WHEREAS, the City, by Ordinance No. _____-19 adopted on _____, 2019 and in accordance with Section 1724.10, Ohio Revised Code, has designated the CIC as the agency and instrumentality of the City for the industrial, commercial, distribution and research development of the City and has approved this Agreement and the Plan and authorized the Mayor and the City Auditor of the City to execute this Agreement on behalf of the City; and

WHEREAS, upon the designation of the CIC as the agency and instrumentality of the City for the aforementioned purposes, the CIC, by Resolution No. _____ adopted on _____, 2019, has proposed that the CIC and the City enter into this Agreement pursuant to Section 1724.10, Ohio Revised Code to provide for a plan for industrial, commercial, distribution and research development within the City (the “*Plan*”), all as provided for in Section 1724.10, Ohio Revised Code;

NOW, THEREFORE, the City and the CIC do hereby agree as follows:

Section 1. Plan. The initial Plan shall be to advance, encourage and promote the industrial, commercial, distribution and research development of the City in a manner which:

- a. Creates and preserves jobs and employment opportunities in the City and the State.
- b. Improves the economic welfare of the people of the City and of the State.
- c. Encourages and causes the maintenance, location, relocation, expansion, modernization and equipment of sites, buildings, structures and appurtenant facilities for industrial, commercial, distribution and research activities within the City and thereby preserves, maintains or creates additional opportunities for employment within the City.
- d. Maintains and increases the tax valuation of property within the City in order that tax revenues may be available to provide services for the preservation of public peace, health, safety and general welfare of the City.
- e. Is consistent with social, economic and geographic factors present in the City.
- f. Is not inconsistent with job needs and skills present in the City.

Minutes Acceptance: Minutes of May 13, 2019 7:35 PM (Approval of Minutes)

- g. Is not inconsistent with environmental factors present in the City.
- h. Is in accordance with its applicable planning and zoning.

Section 2. Furtherance of the Plan by the CIC. Such initial Plan may be amended and supplemented from time to time by the City and the CIC and to that end, and to the extent as requested by the legislative authority of the City:

a. The CIC shall prepare and maintain a current inventory and catalog of lands, buildings, or other improvements within the City which are or may become available and suitable for the location, relocation, expansion, modernization or conversion of or to industrial, commercial, distribution or research development facilities in furtherance of this Agreement and the Plan and the accomplishment of its purposes. The CIC agrees that it will, from time to time, supplement and amend any such inventory and catalog in order that it may be currently maintained.

b. The CIC shall cause the preparation of an analysis of the social, economic, geographic and other advantages which the City can offer in support of industrial, commercial, distribution or research development in a form suitable for distribution to those which the City and CIC seek to interest in such development in the City.

Section 3. Implementation of the Plan. In furtherance of the Plan, as from time to time amended, the CIC may, to the extent as requested by the legislative authority of the City:

a. As the agency and instrumentality of the City, advance, encourage and promote the maintenance, location, relocation, expansion, modernization and equipment of buildings, structures and appurtenant facilities, and the acquisition of sites therefor for lease or sale by the City or the CIC for industrial, commercial, distribution and research development activities within the City. Any real or personal property, or both, proposed for acquisition, by gift or purchase, construction, improvement or equipment for such purpose is referred to herein as a “*Development Project*”.

b. From time to time, prepare and present to the executive and legislative authorities of the City recommendations for action to be taken in aid of industrial, commercial, distribution and research development in the City. Where appropriate, such recommendations shall include the location, relocation, construction, expansion, modernization, modification or improvement of municipal facilities or services.

c. Upon the request of the Mayor (which may be in lieu of a request of the legislative authority of the City), review any Development Project proposed to be financed by the City pursuant to the authority granted by Article VIII, Section 13, Ohio Constitution and Chapter 165, Ohio Revised Code, to determine whether or not such Development Project is in accordance with this Agreement and the Plan and following such review shall certify to such City its determination.

d. Cause advertising, promotional and educational material to be prepared, printed or otherwise reproduced and distributed and otherwise made available to such extent and in such manner as in the judgment of the CIC will best assist the industrial, commercial, distribution and research development in the City.

e. Contact and solicit any person, firm or corporation (“*Employer*”) which then or in the immediate future is likely to or may be induced to locate, relocate, expand, modify or improve industrial, commercial, distribution or research activities or facilities within the City or which then or in the immediate future threatens to terminate or reduce employment in any such activities or facilities then existing within the City in order to induce said Employer to locate, relocate, expand, modify, improve or maintain its said industrial, commercial, distribution or research activities or facilities in the City.

f. Advance, encourage and promote the establishment, growth and maintenance in the City of industrial, commercial, distribution and research facilities in accordance with and in furtherance of the purposes set forth in Section 1 of this Agreement by:

(i) insuring mortgage payments required by a first mortgage on any industrial, economic, commercial or civic property for which funds have been loaned by any person, corporation, bank or financial or lending institution upon such terms and conditions as the CIC may prescribe.

(ii) incurring debt, mortgaging its property, no matter from what source and by what method acquired, and issuing its obligations for the purpose of acquiring, constructing, improving and equipping buildings, structures and other properties, and acquiring sites therefor, for lease or sale by the CIC, provided that any such debt shall be solely that of the CIC and shall not be secured by the pledge of any moneys received or to be received from the City, the State or any political subdivision thereof.

(iii) making loans to any person, firm, partnership, corporation, joint stock company, association, or trust, and may establish and regulate the terms and conditions with respect to any such loans; provided the CIC shall not approve any application for loan unless and until the person applying for said loan shows that he has applied for the loan through ordinary banking or commercial channels and that the loan has been refused by at least one bank or other financial institution.

(iv) purchasing, receiving, holding, leasing, or otherwise acquiring and selling, conveying, transferring, leasing, subleasing, or otherwise disposing of real and personal property, together with such rights and privileges as maybe incidental and appurtenant thereto and the use thereof, including but not restricted to, any real or personal property acquired by the CIC from time to time in the satisfaction of debts or enforcement of obligations.

(v) acquiring the good will, business, rights, real and personal property, and other assets, or any part thereof, or interest therein, of any persons, firms, partnerships, corporations, joint stock companies, associations, or trusts, and may assume, undertake, or pay the obligations, debts, and liabilities of any such person, firm, partnership, corporation, joint stock company, association, or trust; may acquire improved or unimproved real estate for the purpose of constructing industrial plants or other business establishments thereon or for the purpose of disposing of such real estate to others in whole or in part for the construction of industrial plants other business establishments; and may acquire, construct

or reconstruct, alter, repair, maintain, operate, sell, convey, transfer, lease, sublease, or otherwise dispose of industrial plants or business establishments.

(vi) acquiring, subscribing for, owning, holding, selling, assigning, transferring, mortgaging, pledging, or otherwise disposing of the stock, shares, bonds, debentures, notes, or other securities and evidences of interest in, or indebtedness of, any person, firm, corporation, joint stock company, association, or trust, and while the owner or holder thereof, may exercise all the rights, powers, and privileges of ownership, including the right to vote therein.

(vii) mortgaging, pledging, or otherwise encumbering any property acquired pursuant to the powers contained in paragraphs (iv), (v) or (vi) of this subsection 3(f).

(viii) making application to the Director of the Ohio Development Services Agency of the State for insurance or advance commitments for insurance of mortgage payments required by a first mortgage on any Development Project for which the CIC has loaned its funds or upon which the CIC has borrowed funds, and may make assignments of insured mortgages and provide other forms of security in accordance with the provisions of Section 122.451, Ohio Revised Code.

(ix) soliciting, receiving and using donations or commitments of money or other property of any kind whatsoever from private corporations, firms or organizations.

(x) otherwise exercising any or all of the powers and privileges permitted by, and subject to the limitations of, Section 1724.10, Ohio Revised Code.

g. Sell or to lease any lands or interests in lands owned by the City determined from time to time by the legislative authority of the City not to be required by the City for its purposes, for uses determined by the legislative authority of the City as those that will promote the welfare of the people of the City, stabilize the economy, preserve, maintain or provide employment, and assist in the development of industrial, commercial, distribution and research activities to the benefit of the people of the City and will preserve, maintain or provide additional opportunities for their gainful employment. The legislative authority of the City shall specify the consideration for such sale or lease and any other terms thereof. Any determination made by the legislative authority of the City under this paragraph of this Agreement shall be conclusive. The CIC acting through its officers and on behalf and as agent of the City shall execute the necessary instruments, including deeds conveying the title of the City or leases, to accomplish such sale or lease. Such conveyance or lease shall be made without advertising and receipt of bids. A copy of this Agreement shall be recorded in the office of the county recorder of the County of Franklin, Ohio in which the City is located, prior to the recording of a deed or lease executed pursuant to this Agreement.

Section 4. Miscellaneous.

a. The City may convey to the CIC lands and interest in lands owned by the City and determined by its legislative authority not to be required by the City for its purposes, and that such conveyance of such land or interests in land will promote the welfare of the people of the City, stabilize the economy, provide employment and assist in the development of industrial, commercial, distribution and research activities to the benefit of the people of the City and preserve,

maintain or provide additional opportunities for their gainful employment. The consideration for any such lands and interests in lands so conveyed shall be the fair market value thereof as determined by a qualified appraiser, designated and employed by the City, and confirmed by its legislative authority. The CIC may also, as agency for such development and to the extent requested by the legislative authority of the City, acquire from others additional lands or interests in lands and may convey lands or interests in land provided, however, that any lands or interests in land the CIC may so acquire or convey shall be so acquired or conveyed for uses that will promote the welfare of the people of the City, stabilize the economy, preserve, maintain or provide employment, and assist in the development of industrial, commercial, distribution and research activities required for the people of the City and for their gainful employment. Any conveyance or lease by the City to the CIC shall be made without advertising and receipt of bids. If any lands or interests in lands conveyed by the City to the CIC are sold by the CIC at a price in excess of the consideration received by the City from the CIC therefor, such excess shall be paid to the City after deducting therefrom the following costs to the extent incurred by the CIC; the costs of acquisition and sale by the CIC, taxes, assessments, costs of maintenance, costs of improvements to the land by the CIC, debt service charges of the CIC attributable to such lands or interests, and a reasonable service fee determined by the CIC.

b. The City shall not be required to make any financial contributions to the CIC and nothing in this Agreement and the Plan shall be construed as permitting the CIC to obligate the City except as expressly set forth in this Agreement.

c. All costs of the CIC shall be paid solely from the funds of the CIC and the City need not contribute any moneys to the CIC to meet its costs. In no event shall any moneys raised by taxation be obligated or pledged for the payment of any bonds or other obligations issued or guarantees made pursuant to this Agreement.

d. Not less than two-fifths of the governing board of the CIC shall be comprised of appointed or elected officers of the City or other political subdivision designating the CIC as its agency pursuant to Section 1724.10, Ohio Revised Code.

e. In the event of any voluntary or involuntary dissolution or liquidation of the CIC, or in the event of failure to reinstate the Articles of Incorporation of the CIC after cancellation thereof, any remaining assets of the CIC shall be paid over and distributed as determined by the governing body of the CIC with the approval of the Court of Common Pleas of the County of Franklin, Ohio, to one or more political subdivisions of the State from which on the date of the dissolution, liquidation or cancellation of the Articles of the CIC there exists a designation of the CIC to act as agent for industrial, commercial, distribution and research development, to be used exclusively for designated civic projects or public charitable purposes.

f. The term of this Agreement shall commence on the date of its making and shall continue in effect thereafter except as otherwise provided in this subsection 4(f). Upon the expiration of twelve months after either party shall have given to the other party notice of intention to withdraw from this Agreement, no further actions, agreements, contracts, liabilities or obligations shall be initiated or incurred pursuant to this Agreement, but any action, agreement, contract, liability or obligation which has been commenced, entered into, initiated or incurred prior to the expiration of such twelve month period shall not be affected by such withdrawal and this

Agreement shall remain in full force and effect as to any such action, agreement, contract, liability or obligation and the CIC shall continue as the Agency of the City under this Agreement and the Plan and the designation made by the legislative authority of the City in the ordinance confirming and authorizing this Agreement, as to all such actions, agreements, contracts, liabilities or obligations. Notice of withdrawal shall be given to the City by delivering a copy of such notice to the office by the Clerk of Council of the City and to the CIC by delivering a copy of such notice to the person in charge of its principal office.

g. No provision, term or covenant contained in this Agreement shall be construed as prohibiting or limiting the City from independently exercising any and all powers it may have under the Constitution of the State, Chapter 165, Ohio Revised Code, or any other law.

h. This Agreement may be amended or supplemented from time to time as desired and approved by the legislative authority of the City and the Board of Trustees of the CIC.

i. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same agreement. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

(THIS SPACE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE TO FOLLOW)

Minutes Acceptance: Minutes of May 13, 2019 7:35 PM (Approval of Minutes)

IN WITNESS WHEREOF, the City and the CIC, by their duly authorized officers, have caused this Agreement to be executed as of the day and year first above written.

REYNOLDSBURG COMMUNITY IMPROVEMENT
CORPORATION

By: _____
President

Attest: _____
Secretary

CITY OF REYNOLDSBURG, OHIO

By: _____
Mayor

Attest: _____
City Auditor

Approved as to form and correctness:

Director of Law

Minutes Acceptance: Minutes of May 13, 2019 7:35 PM (Approval of Minutes)

Service Department**Bill Sampson****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6884 Phone****ORDINANCE REQUEST****DATE: May 13, 2019****TO: Public Service and Transportation Committee**

RE: ORDINANCE REPEALING AND REPLACING ORDINANCE NO. 56-19 PASSED APRIL 22, 2019 WHICH READ: ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE FROM TOTER RECYCLING CARTS; AND APPROPRIATING FUNDS THEREFOR; AND DECLARING AN EMERGENCY

Approval:

Completed Brad McCloud	Skipped Jed Hood	Stephen Cicak
---------------------------	---------------------	---------------

Emergency/Suspension: Emergency

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

Statement of necessity: Legislation needs adopted so that the invoice received in April can be paid.

Ordinance 56-19 was adopted utilizing Toter as the merchant from which the 32 gallon Recycle bins were going to be obtained from.

The correct vendor is Best Equipment Co., Inc., 5550 Poindexter Drive, Indianapolis, IN 46235.

Invoice number SI192908 dated 4/6/2019 for \$7,923.50 is due. This legislation needs adopted as an emergency to allow for a purchase order to be opened for the correct vendor.

Minutes Acceptance: Minutes of May 13, 2019 7:35 PM (Approval of Minutes)

ORDINANCE NO. _____

PASSED: _____

ORDINANCE REPEALING AND REPLACING ORDINANCE NO. 56-19 PASSED APRIL 22, 2019 WHICH READ: ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE FROM TOTER RECYCLING CARTS; AND APPROPRIATING FUNDS THEREFOR; AND DECLARING AN EMERGENCY

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

SECTION 1. That the Mayor be and is hereby authorized and directed to purchase from ~~Toter, 841 Meacham Road, Statesville, NC, 28677~~ Best Equipment Co., Inc. 5550 Poindexter Drive Indianapolis, IN, 46235, fifty (50) 32 gallon and one hundred fifty (150) 64 gallon recycling carts for a total price of seven thousand, nine hundred twenty three dollars and fifty cents (\$7,923.50).

SECTION 2. That to fund the purchase referred to in Section 1, an amount of seven thousand, nine hundred twenty three dollars and fifty cents (\$7,923.50) from the unappropriated Solid Waste Fund (750) be and is hereby appropriated to account number 750.738.5315 Private Hauler Contract.

SECTION 3. That this ordinance is deemed to be an emergency measure necessary for the financial needs of the City's government, and further to correct the vendor listed in Ordinance 56-19 and allow payment to the correct vendor; wherefore upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor.

Doug Joseph, President of Council

ATTEST: _____
April L. Beggerow, Clerk of Council

APPROVED: _____ DATE _____
Bradley L. McCloud, Mayor

CERTIFICATE

I, April L. Beggerow, Clerk of Council, City of Reynoldsburg, Ohio do hereby certify the foregoing to be a true and correct copy of Ordinance No. ____ as passed by Council of said City on the ____ day of _____, and as recorded in the Record of Proceedings of said Council.

April L. Beggerow, Clerk of Council

Filed with Mayor: _____

Minutes Acceptance: Minutes of May 13, 2019 7:35 PM (Approval of Minutes)

City Council**Barth Cotner****7232 E. Main Street****Reynoldsburg OH 43068****Phone****ORDINANCE REQUEST****DATE:** May 13, 2019**TO:** Finance and Administration Committee

RE: ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A "GOVERNMENTAL AGGREGATION PROGRAM AGREEMENT" WITH VOLUNTEER ENERGY SERVICES, INC., TO PROVIDE FULL REQUIREMENTS RETAIL NATURAL GAS AND RELATED ADMINISTRATIVE SERVICES TO AN AGGREGATED GROUP AND DECLARING AN EMERGENCY.

Approval:

Completed Brad McCloud	Skipped Jed Hood	Skipped Stephen Cicak
---------------------------	---------------------	--------------------------

Emergency/Suspension: Emergency

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

Statement of necessity: Previous contract is expiring.

See contract materials attached. Per ORC 4929.27 this is required to have 2 readings. Will request adoption as an emergency at second reading to allow for notice publication for the following 2 readings.

Minutes Acceptance: Minutes of May 13, 2019 7:35 PM (Approval of Minutes)



Hello Reynoldsburg City Council Members,

My name is Larry Taylor. I work for Volunteer Energy, a Pickerington based Natural Gas and Electric Supplier, as an Energy Specialist. I administer the City of Reynoldsburg Gas Aggregation Program. I've recently met with Mayor McCloud and Bill Sampson to discuss the renewal of the city's gas aggregation program. They have asked me to attend the April 22nd city council meeting to answer questions and to formally request renewal. Mayor McCloud has also asked me to provide the council with information pertaining to the gas aggregation program so you may make an informed decision.

On November 6th, 2001, the residents voted to allow the city of Reynoldsburg to become a gas aggregator. Aggregation is the process in which gas is sold to consumers who have joined together as a buying group. The city then went through a competitive bid process and Volunteer Energy was chosen as the city's natural gas supplier. Through the city's gas aggregation program Volunteer Energy supplies natural gas to all residential and small business accounts that were currently in the Columbia Gas (SCO) Standard Choice Offer Program. Upon renewal, the city will continue to offer an 8% discount off the SCO program. If the commodity price were to drop dramatically, we still guarantee savings of no less than \$0.03 off the SCO rate. All participants in the City of Reynoldsburg Gas Aggregation Program are guaranteed to pay less for gas supply! Columbia Gas remains as the utility company and still provides the gas bill. Nothing else changes, residents just pay less. If a resident chooses not to participate in the program, they simply Opt-Out. No fee's, no obligation.

Rick Curnutte, owner of Volunteer Energy, understands the great demands on city officials and is happy to continue the Civic Grant Program we currently have in place. Rick does not provide a civic grant for every aggregation program, but we are neighboring communities and he is happy to give back. For every Mcf of gas used through the City of Reynoldsburg Gas Aggregation Program, Volunteer Energy will donate \$0.05 back to the city. Last June, I had the pleasure of presenting the city with a Civic Grant in the amount of \$23,456.76.

The city officials have created a Win-Win! All SCO residents in the gas agg program are guaranteed to save money on their gas bill and the city gets to enjoy an annual civic grant. On April 22nd I will discuss the gas aggregation program and talk about how it benefits both the residents and the city. I will then give you an opportunity to ask questions. Upon completion of my brief presentation, I will ask the council to renew the gas aggregation agreement we currently have in place.

If you have any questions, please don't hesitate to contact me, I'm here to help.

Thank you,

Larry Taylor

Energy Specialist
Volunteer Energy Services, Inc.
790 Windmill Drive
Pickerington, Ohio 43147
Mobile: (614) 572-5152
Email: ltaylor@volunteerenergy.com

790 Windmill Drive 🍷 Pickerington, Ohio 43147 🍷 (800)-977-8374 🍷 volunteerenergy.com

**Governmental Aggregation Program Agreement
Between
City of Reynoldsburg
And
Volunteer Energy Services, Inc.**

This Governmental Aggregation Program Agreement with its exhibits and attachments hereto (collectively, the “Agreement”) is entered into as of the last date written below (“Effective Date”) between **Volunteer Energy Services, Inc.** (“VESI”) and the **City of Reynoldsburg** (“Municipality”), who may individually be referred to as “Party” or collectively as “Parties”. Capitalized terms not defined in the Sections of this Agreement shall have the respective meanings ascribed to them in Article Fifteen hereof “Definitions.”

WHEREAS, VESI is certified by the Public Utilities Commission of Ohio (“PUCO”) as a Competitive Retail Natural Gas Service (“CRNGS”) Provider to sell competitive retail natural gas and related services to customers and Governmental Aggregation programs in the State of Ohio.

WHEREAS, the Parties desire to enter into certain transactions associated with VESI’s provision of CRNGS and related services (collectively, “Retail Natural Gas Services”) necessary to serve the natural gas accounts of Aggregation Members within the service territory of Columbia Gas of Ohio (“LDC” or “COH”) enrolled in the Municipality’s Governmental Aggregation program.

WHEREAS, VESI desires to provide Retail Natural Gas Services to inhabitants of municipal corporations, inhabitants of boards of township trustees, and inhabitants of boards of county commissioners acting as Governmental Aggregators for the provision of CRNGS under authority conferred by, *inter alia*, Section 4929.26 and 4929.27, Revised Code.

WHEREAS, the Municipality has been or will be certified by the Commission as a Governmental Aggregator pursuant to Chapter 4901:1-27-01, *et. seq.* OAC.

WHEREAS, the Municipality has established or desires to establish a Governmental Aggregation program whereby the Municipality, as Governmental Aggregator, will arrange for the provision of CRNGS to certain eligible inhabitants that do not opt-out of or that otherwise elect to participate in the Governmental Aggregation program.

WHEREAS, by this Agreement, VESI desires to enter into a relationship with the Municipality whereby VESI shall provide the Retail Natural Gas Services necessary to serve the Aggregation Members of the Municipality’s Governmental Aggregation.

WHEREAS, the Municipality is or will be duly authorized to act for the Aggregation Group to purchase the Retail Natural Gas Services hereunder; and

WHEREAS, the Parties have established herein the terms and conditions governing VESI’s provision of the Retail Natural Gas Services for the Governmental Aggregation.

NOW, THEREFORE, the Parties, intending to be bound hereby and in consideration of the

Minutes Acceptance: Minutes of May 13, 2019 7:35 PM (Approval of Minutes)

mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

Article One. Provision of Service

1.1 Obligations and Duties

- (a) **Authority to Purchase:** The Municipality, as Governmental Aggregator, is or will be authorized to arrange from VESI the Retail Natural Gas Services for and on behalf of the Aggregation Members of the Aggregation Group. VESI shall be the sole and exclusive provider of Retail Natural Gas Services for those Aggregation Members of the Aggregation Group.
- (b) **Governmental Aggregator.** Municipality shall obtain and maintain a certificate from the Commission to perform the functions of the Governmental Aggregator. VESI will provide the Municipality with all necessary data that is reasonably available to VESI to assist the Municipality with filings or any other information required by the Commission.
- (c) **VESI.** VESI shall have obtained and shall maintain all necessary certifications from the Council to provide the Retail Natural Gas Services.
- (d) **Opt-Out Administration.** VESI, with the reasonable cooperation of the Municipality, will be responsible for administering the initial and ongoing “opt-out” and “opt-in” procedures, as applicable, to eligible customers. VESI shall pay the costs associated with securing the pertinent customer list from the local utility and will scrub the list with geocoding software to ensure that only eligible customers within the Municipality’s borders are included. Additionally, VESI shall pay the costs associated with printing and mailing the “opt-out” notices as required pursuant to this Agreement. The Municipality and VESI shall cooperate in the developing, review, approval, printing, posting, and issuance of all opt-out correspondence to assure that the opt-out notices with the agreed upon pricing, terms, and procedures can be sent out by VESI to the eligible customers as set forth in (e) below. The Parties shall cooperate in the development and implementation of efforts, as mutually agreed upon, to promote the Aggregation Program to encourage customers to participate in the same by “opt-out” and “opt-in”.
- (e) **Opt-Out Activities.** Over the initial term of this Agreement, VESI shall send to eligible customers a notice by regular mail. The notice shall be an “opt-out” mailer to afford such customers the opportunity to participate in the Aggregation Program. This opt-out mailer shall include all information necessary to satisfy the disclosure of all items listed in OAC 4901:1-28-03(B) and an exemplar is attached hereto as **Exhibit B** and incorporated herein as if set forth in full. This mailer may include a one-page summary of the Municipality’s Governmental Aggregation program signed by a duly authorized representative of the Municipality. VESI shall have the right to review and approve such summary information prior to mailing. VESI approval shall not be unreasonably withheld. In the event that a fixed price is established, an additional notice will be mailed to all the customers. All communications with customers shall comply with applicable rules

Minutes Acceptance: Minutes of May 13, 2019 7:35 PM (Approval of Minutes)

and regulations.

- (f) Review and Approval of Promotional Communications and Press Releases. The Parties share a common desire to generate favorable publicity regarding the Aggregation Program and the arrangements contemplated by this Agreement. The Parties will have the right to review and approve in advance (i) any press releases issued by either Party regarding arrangements contemplated by this Agreement and (ii) any promotional information intended for general distribution or communication issued by either Party, including bill inserts and mailers intended to be sent or delivered to potential and/or current customers. Each Party will timely review such promotional information and press releases submitted for approval, and will not unreasonably withhold or delay its approval. If there is no objection by either Party, as applicable, by the end of five (5) business days after submittal to such Party, then approval by such Party shall be deemed granted. If there is an objection, the Parties shall reasonably cooperate with each other to resolve the problem with the information as expeditiously as possible. Notwithstanding the foregoing, each Party, without any other Party's prior approval, shall have the right (i) to issue press releases regarding its business affairs and otherwise, including a general description of this Agreement and contemplated arrangement, and (ii) to describe in any of its promotional, sales or other public messages, the number of, but not any other information relating to, customers participating in the Aggregation Program and this Agreement generally.
 - (g) Administration and Assignment. VESI shall be responsible for the administration of the accounts of the Aggregation Members, Except for billing under Article 5 below. VESI will build and maintain a database of all Aggregation Members. The database will include the name, address and Local Utility account number (unless prohibited by pertinent Commission rules or regulations and other applicable laws) and may include other pertinent information as mutually agreed upon by the Municipality and VESI. Data will be shared on an as-needed basis as agreed upon by the Parties. Consent to disclose such data will not be unreasonably withheld, but shall be in compliance with pertinent Commission rules or regulations and other applicable laws. This data will be provided to the Municipality on a quarterly basis, or upon Municipality's reasonable request. The Municipality will have the right to access the information in the database in a manner acceptable to VESI, in its commercially reasonable judgment, for the limited purpose of auditing.
- 1.2 Firm Natural Gas Supply. VESI will provide sufficient firm natural gas supply to the Delivery Point of the Local Utility, as defined in Section 1.3 hereof, to serve the requirements of the Aggregation Group. If VESI has arranged for firm transportation service for the delivery to the Delivery Point of the Local Utility, the Parties acknowledge that any failure or interruption after the Local Utility's Delivery Point, not caused by VESI, including any failure or interruption in distribution service to the Aggregation Group, is solely the responsibility of the Local Utility and VESI shall not be responsible for any such failure or interruption, including any losses or costs to the Municipality or the Aggregation Group as the result of such interruption by the Local Utility.

- 1.3 Delivery Point. The “Delivery Point” for applicable Retail Natural Gas Services supplied by VESI to the Aggregation Group shall be the Local Utility’s City gate(s) or any interface with the Local Utility in the local market area of the Aggregation Group for direct redelivery to the Aggregation Group by the Local Utility.
- 1.4 Responsibility for Delivery Costs. VESI will be responsible for obtaining or providing firm interstate pipeline transportation service up to the Delivery Point, and shall be responsible for all costs, liabilities, taxes, losses and charges of any kind to the Delivery Point. The Local Utility shall provide the natural gas distribution service from the Delivery Point to the meters of the Aggregation Members. Responsibility for all costs, liabilities, taxes, losses and charges of any kind after the Delivery Point is governed by the Local Utility’s distribution tariff. Governmental Aggregation fall under Columbia Gas of Ohio Customer Choice programs rules and regulations.
- 1.5 Municipality as a Governmental Aggregator. The Municipality as a Governmental Aggregator shall have no financial responsibility whatsoever with respect to its obligations under this Agreement, except with respect to its actions associated with obtaining and maintaining its status as a Governmental Aggregator. Customers are under the Sub Set of Columbia Gas of Ohio’s Customer Choice Program.
- 1.6 Other Assistance. VESI will endeavor to assist Municipality with respect to its actions as Governmental Aggregator hereunder, and with such other matters as parties may mutually agree to.

Article Two. Customer & Usage Information

- 2.1 Customer Data and Load Forecast Information. Municipality hereby authorizes VESI to obtain from the Local Utility all applicable Customer Data and Historical Load information regarding the consumption characteristics of the Aggregation Group (collectively, the “Load Forecast Information”) when available and necessary. Municipality will assist VESI in obtaining any Load Forecast Information including, but not limited to, planned or unplanned reductions or increases in the natural gas consumption of the Aggregation Group. Upon request by VESI, Municipality shall provide to the Local Utility the authorizations and/or approvals necessary for VESI to obtain the Load Forecast Information.
- 2.2 Release of Customer Information. The Municipality will cooperate with VESI and provide appropriate authorization and documentation to enable the Local Utility to release to VESI the applicable and necessary Load Forecast Information and Customer data from the Local Utility, including for customers moving into or within the Municipality’s corporate limits as they are as of the date of this agreement or as they may change from time to time during the term hereof. VESI shall use all such information solely in connection with its service to the Governmental Aggregation
- 2.3 Addition of “Opt-in” customers. Within the Municipal geographic boundaries, customers served by CRNGS suppliers and other customers not receiving an “Opt-out Notice” may join or “opt-in” to the Aggregation Group only in accordance with the provisions of paragraph

2.4 below.

- 2.4 Addition of Aggregation Members. Customers that become part of the Aggregation Group after completion of the “Opt-out Period” will be accepted by VESI at the Aggregation Contract Price at the sole and absolute discretion of VESI. Customers that leave the Aggregation Group at any time and desire to re-join the Aggregation Group may, during the term of this Agreement, be accepted by VESI and served at the aggregation price at VESI sole and absolute discretion. VESI may develop an alternative rate for eligible consumers that have exited and desire to reenter the Aggregation Group. Excluding any and all existing VESI customers and any and all General Transportation customer within the Municipality.

Except as otherwise provided in this Agreement, prior to the termination of this agreement VESI shall not intentionally target by direct mail or direct telemarketing any eligible customer within the Municipality’s geographic boundaries without the prior consent of the Municipality.

Aggregation Members that move from one location to another within the Municipality’s boundary, and who notify VESI of such move and provide to VESI all information required to effectuate continuing service, will retain their participant status at their then-existing price. If the customer moves out of the Municipality’s corporate limits, all obligations, except for the customer’s obligation to pay all amounts owed, shall cease as between that customer, VESI, and the Municipality, effective with the customer’s termination of service with the Local Utility relative to its participation in the Governmental Aggregation.

Consumers that opt-out of or otherwise leave the Aggregation Group will default to the appropriate Local Utility’s Standard Service Offer or other appropriate service.

Article Three. Operations

- 3.1 Scheduling. VESI, either directly or through its designee shall perform any and all scheduling necessary to provide service to the Aggregation Group. VESI shall be responsible for all scheduling for delivery to the Aggregation Members.
- 3.2 Metering. Metering shall continue to be done by the Local Utility or other entity approved by the Commission.
- 3.3 Start Date. The “Start Date” for service to each Aggregation Member shall be the first meter-read date on or after **August 1, 2019**.
- 3.4 End Date. Upon the conclusion or termination of this Agreement, the end date for service to each Aggregation Member shall be the next immediate metering date after the effective date of such conclusion or termination subject to the Local Utility’s procedures. Opt-out by individual Aggregation Members during the term of this Agreement will be permitted at least every two years from the establishment of the initial aggregation service, in accordance with the provisions of Rule 4901:1-28-04(B), O.A.C.

Article Four. Prices and Fees

- 4.1 Price. VESI shall charge the rates for service provided to Aggregation Members based on the pricing terms and conditions as set forth in **Exhibit A** hereto.
- 4.2 Switching Fee Reimbursement. VESI shall be responsible for the payment of any customer-switching fee or other fees imposed by the Local Utility as a result of the transfer of customers to VESI.

Article Five. Billing

- 5.1 Billing. The Local Utility will provide consolidated billing for the services provided hereunder. Notwithstanding the foregoing, if offered by the Local Utility in the future, VESI may at its sole option provide consolidated billing to Aggregation Members. Under no circumstances will a dual billing option be offered absent the Municipality's consent; but such option may be offered if the Local Utility no longer offers consolidated billing.

Article Six. Community Reinvestment Program

- 6.1 VESI recognizes the difficult job facing elected and appointed officials in running and maintaining our local communities, therefore as part of VESI Community Reinvestment Program, VESI will contribute \$0.05 per Mcf of natural gas supplied through the aggregation program to the Municipality.
- 6.2 These funds are to be deposited into a special account established by the Municipality. It is agreed by the Municipality and VESI that these funds will be used as the Municipality's matching grant funds for programs such as, but not limited to programs like CDBG (Community Development Block Grants), Issue II, Transportation Enhancement, etc., or for any project which the Municipality approves by resolution or by ordinance.
- 6.3 It shall be the Municipality's decision on which grant programs these funds should be used for. It is the intent of VESI to allow as much flexibility as possible in the decision-making process.
- 6.4 These funds can be combined from year to year.
- 6.5 These funds will be paid to the Municipality as long as they remain in choice program with VESI. These funds will be paid to the Municipality on an annual basis.

Article Seven. Contingencies and Force Majeure

- 7.1 Contingencies.
- (a) Regulatory Events. The following events constitute a "Regulatory Event" hereunder:
- (i) Illegality. Due to the adoption of, or change in, any applicable law, or in the interpretation of any applicable law by any judicial or government authority with competent jurisdiction, it becomes unlawful for a Party to perform any obligation

under this Agreement.

- (ii) Adverse Government Action. (A) Any regulatory agency or court having jurisdiction over the Agreement requires a material change to the terms of this Agreement that materially and adversely affects a Party's ability to perform hereunder or otherwise provide the Retail Natural Gas Services, or (B) Regulations or court action adversely and materially impacts a Party's ability to perform hereunder or otherwise provide the Retail Natural Gas Services.
 - (iii) New Taxes. Any ad valorem, property, occupation, severance, generation, first use, conservation, Btu or energy, transportation, utility, gross receipts, privilege, sales, use, consumption, excise, lease, transaction or other governmental charge, license, fee or assessment (other than such charges based on net income or net worth), or increase in such charges, or application of such charges to a new or different class of parties, enacted and effective after the Effective Date.
- (b) Notice, Negotiation, and Early Termination. Upon the occurrence of a Regulatory Event, the adversely affected Party shall within ten (10) days give notice to the other Party that such event has occurred. Within thirty (30) days, or such other period as the Parties may agree to in writing, each Party will enter into good faith negotiations with the other Party to amend or replace this Agreement. In the case of a Regulatory Event, the Parties shall attempt to amend this Agreement so that the adversely affected Party is restored as nearly as possible to the economic position it would have been in but for the occurrence of the Regulatory Event. In either case, if the Parties are unable, within thirty (30) days of initiating negotiations, or such other period as the Parties may agree to in writing, to agree upon an amendment to the Agreement, the adversely affected Party shall have the right, upon subsequent additional thirty (30) days prior written notice, to terminate and close out its obligations under the Agreement pursuant to the terms of Section 10.1 hereof.

7.2 Force Majeure.

- (a) Neither Party shall be considered to be in default in the performance of its obligations under this Agreement, if its failure to perform results directly from a Force Majeure event. In the event that either Party is unable, wholly or in part, to meet its obligations under this Agreement due to conditions of a Force Majeure event, the obligations of each Party, so far as they are affected by such Force Majeure, shall be suspended during the period of Force Majeure.

In the event any Party hereto is rendered unable, wholly or in part, by Force Majeure to carry out its obligations hereunder, it is agreed that upon such Party's (the "Claiming Party") giving notice and full particulars of such Force Majeure within three (3) Business Days after becoming aware of the cause relied upon, such notice to be confirmed in writing to the other Party, then the obligations of the Claiming Party shall, other than the obligation to make payments due hereunder and to the extent they are affected by such Force Majeure, be suspended during the continuance of said inability but for no longer period. The Party receiving such notice of Force Majeure shall have until the end of the

second (2nd) Business Day following such receipt to notify the Claiming Party that it objects to or disputes the existence of an event of Force Majeure.

- (b) The Claiming Party affected by an event of Force Majeure shall use due diligence to fulfill its obligations hereunder and to remove any disability caused by such event at the earliest practicable time. Nothing contained in this section shall be construed as requiring a party to settle any strike or labor dispute in which it may be involved, nor shall anything contained in this section be construed to take any measures that are cost prohibitive. In the event that measures required to remove any disability are cost prohibitive, the Claiming Party shall provide written notice to the non-claiming party and give non-claiming party the opportunity to reimburse the Claiming Party for any additional costs it would incur in order to remove said disability.

Article Eight. Term

- 8.1 Term of Agreement. The term of this Agreement shall commence on the Effective Date hereof and terminate on **July 31, 2021**, unless otherwise terminated pursuant to the terms and conditions set forth in this Agreement.

Article Nine. Representations and Warranties

- 9.1 Mutual Representations and Warranties. Each Party represents and warrants to the other Party, as of the Effective Date of this Agreement and of each delivery of natural gas hereunder, that:
 - (a) It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, is in good standing;
 - (b) It has the corporate, governmental and/or other legal capacity, authority and power to execute and deliver this Agreement and any other document relating hereto to which it is a Party, and to fully perform its obligations under this Agreement and any other document relating hereto to which it is a Party, and has taken all necessary action to authorize such execution, delivery and full performance;
 - (c) Such execution, delivery and performance do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;
 - (d) All governmental and other authorizations, approvals, consents, notices and filings that are required to have been obtained or submitted by it with respect to this Agreement or any other document relating hereto to which it is a party have been obtained or submitted and are in full force and effect and shall remain in full force and effect throughout the term of this agreement, and it has complied with all conditions and terms of any such authorizations, approvals, consents, notices and filings;

- (e) Its obligations under this Agreement and any other document relating hereto to which it is a Party are legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application regardless of whether enforcement is sought in a proceeding in equity or at law);
- (f) No Bankruptcy Event has occurred and is continuing, and that a Bankruptcy Event would neither occur as a result of its entering into or performing its obligations under this Agreement or any other document relating hereto to which it is a Party nor is presently or otherwise threatened;
- (g) There is not pending or, to its knowledge, threatened against it or any of its Affiliates any action, suit or proceeding at law or in equity or before any court, tribunal, governmental body, agency or official or any arbitrator that is likely to affect the legality, validity or enforceability against it of this Agreement or any other document relating hereto to which it is a party or its ability to perform its obligations under this Agreement or such document;
- (h) It has entered into this Agreement with a full understanding of the material terms and risks of transaction contemplated hereunder, and it is capable and has the authority of assuming those risks;
- (i) Either Party is not acting as a fiduciary or in an advisory capacity to the other Party; and
- (j) All applicable information that is furnished in writing by or on behalf of it to the other Party is, as of the date of the information, true, accurate and complete in every material respect.

9.2 Additional Representations of Municipality. Relative to this Agreement, Municipality further represents to VESI, as of the Effective Date, that:

- (a) The Municipality has or shall have a valid certificate as a Governmental Aggregator and will maintain such certificate at all times during the term hereof;
- (b) The Municipality shall act as a Governmental Aggregator, once it has obtained a valid certificate, throughout the term of this Agreement.
- (c) All acts necessary to the valid execution, delivery and performance of this Agreement including, without limitation, competitive bidding, public notice, election, referendum, prior appropriation or other required procedures has or will be taken and performed as required under the Act, Regulations and the Municipality's ordinances, bylaws, policies or other regulations.
- (d) Failure to comply with provisions 9.2(a) – (c) shall constitute a material breach of this Agreement.

9.3 Additional Representations of VESI. VESI further represents that it will transfer to end users good title, as applicable at the Delivery Point or otherwise of all Retail Natural Gas Services delivered hereunder, that it has the right to sell such Retail Natural Gas Services, that such Retail Natural Gas Services shall be free from all taxes, liens, encumbrances and claims, and that such Retail Natural Gas Services complies with the technical specifications and will be in a form and quality specified by the Local Utility's distribution system. With respect to its obligations as supplier of Retail Natural Gas Services to the Aggregation Program, VESI shall have and maintain valid certification from the Commission during the term hereof. Failure to comply with this Section 9.3 shall constitute a material breach of this Agreement.

9.4 Limitation of Warranties. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED BY THE PARTIES.

Article Ten. Default and Early Termination

10.1 Prior to the expiration of any initial or subsequent term of this Agreement, this Agreement may be terminated in the event of the occurrence of any of the following events:

- (a) Immediately upon the occurrence of a Bankruptcy Event by any Party;
 - (i) Pursuant to the terms set forth herein, upon the occurrence of a Regulatory Event;
 - (ii) Pursuant to the terms set forth in Exhibit A as those terms relate to the annual renegotiation of a retail adder;
 - (iii) By mutual written agreement of the parties;
 - (iv) As otherwise provided below in Section 10.2.

10.2 If either Party fails to comply with any material term or condition of this Agreement and such failure is not excused as Force Majeure, such Party shall be in default under this Agreement. If a Party is in default under this Agreement, the Party claiming that the other Party is in default shall give notice to the defaulting Party in writing detailing the alleged default and requesting specific relief that is in accord with the terms and conditions of this Agreement. The Party receiving such notice of default shall respond in writing within five (5) business days affirming or denying the alleged default and detailing how any such default under this Agreement will be cured. If the Party claiming the default is not reasonably satisfied that such default has been cured within thirty (30) days following the date that the notice of default has been received by the defaulting Party, the claiming Party shall be free to seek legal redress and take such other actions, including termination of this Agreement, as it sees fit, but limited to the extent set forth in Section 11.1 herein.

10.3 Enforcement of Remedies. Except to the extent set forth in Section 11.1 herein, the Party claiming default under Section 10.2 above may enforce any of its remedies under this Agreement successively or concurrently at its option. All of the remedies and other

provisions of this Article shall be without prejudice and in addition to any right of setoff, recoupment, combination of accounts, lien or other right to which any Party or any of its Affiliates is at any time otherwise entitled (whether by operation of law or in equity, under contract or otherwise).

Article Eleven. Liability

11.1 Intentionally Deleted.

Article Twelve. Notices

12.1 Unless otherwise specified, all notices, requests, statements or payments under this Agreement shall be made to the following:

All Notices: **Volunteer Energy Services, Inc.**
 Street: **790 Windmill Drive**
 City, State and Zip: **Pickerington, Ohio 43147**
 Attn: **John L. Einstein, IV**
 With a Copy to: **Larry Taylor**

All Notices: **City of Reynoldsburg**
 Street: **7232 East Main Street**
 City, State and Zip: **Reynoldsburg, Ohio 43068**
 Attn: **William J. Sampson, LEED Green Assoc.**

12.2 Notices shall, unless otherwise specified herein, be in writing and may be delivered by hand delivery, United States certified mail – return receipt requested, overnight courier service. Notice by hand delivery shall be effective at the close of business on the day actually received, if received during business hours on a business day, and otherwise shall be effective at the close of business on the next business day after receipt. Notice by overnight United States mail or courier shall be effective (2) two business days after delivery. Notice by certified US mail, return receipt requested, shall be effective five (5) business days following delivery. A Party may change its addresses or the contact person by providing notice of the same in accordance herewith.

Article Thirteen. Confidentiality

13.1 Obligation of Confidentiality. The parties agree to the extent permitted by law, for themselves and their respective Representatives to keep confidential all Confidential Information provided hereunder and to use the Confidential Information solely for purposes related to this Agreement. Except as provided herein, Confidential Information shall not be disclosed by the receiving Party (“Receiving Party”) to any third party without the prior written consent of the disclosing Party (“Disclosing Party”); and such third party shall be requested to treat the Confidential Information in accordance with this Agreement.

13.2 Disclosure. In the event either Party is required to disclose such Confidential Information

by a law, court, agency or other governing body having, or purporting to have, jurisdiction over the Party, such Party shall notify the other Party prior to any disclosure, if such notice is, in the determination of the Receiving Party's counsel, permitted by law, so as to allow the other Party an opportunity to resist such disclosure and/or to seek appropriate protection from further disclosure. If the Disclosing Party, in the determination of counsel, is compelled to disclose Confidential Information, the Disclosing Party may disclose that portion of the Confidential Information, which the Disclosing Party's counsel advises that the Disclosing Party is compelled to disclose.

- 13.3 **Proprietary Rights, Survival.** Each Party acknowledges the proprietary rights of the other Party in and to the Confidential Information. The obligations under this Article Twelve shall survive the conclusion or termination of this Agreement for two (2) years.

Article Fourteen. General Terms

- 14.1 **Entire Agreement, Amendments and Counterparts.** The terms of this Agreement (including any exhibits, schedules and attachments hereto) constitute the entire agreement between the parties with respect to the matters set forth in this Agreement and may be changed only by written agreement executed after the date hereof by the Parties. All exhibits, schedules and addendums attached hereto are incorporated herein by reference. This Agreement and any modification hereof may be executed and delivered in counterparts, including by a facsimile transmission thereof, each of which shall be deemed an original.
- 14.2 **No Waiver.** No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement shall not operate as a waiver thereof, nor shall any partial exercise of any such right preclude the exercise of any other right. No waiver shall be valid unless set forth in a mutually signed writing, and any such waiver shall not operate as a waiver of the same or any other right on another occasion, unless otherwise agreed to mutually in writing.
- 14.3 **Headings.** The headings used for the articles and sections herein are for convenience only and shall not affect the meaning or interpretation of the provisions of this Agreement.
- 14.4 **No Partnership.** Nothing in this Agreement shall constitute or be construed as constituting or tending to create an agency, partnership, master-servant or employer-employee relationship between the Parties.
- 14.5 **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the law of the State of Ohio without regard to principles of conflict of laws.
- 14.6 **No Third Party Beneficiaries.** This Agreement confers no rights or remedies whatsoever upon any person or entity other than the Parties and shall not create, or be interpreted as creating, any standard of care, duty or liability to any person or entity not a party hereto. Neither Party shall be liable to a third party not a party to this Agreement for any unauthorized act or omission on the part of the other Party, nor for any unauthorized

Minutes Acceptance: Minutes of May 13, 2019 7:35 PM (Approval of Minutes)

obligation or debt incurred by the other Party

- 14.7 Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns, except as expressly provided in this Agreement.
- 14.8 Assignment. This Agreement shall not be assigned by either Party without the written consent of the other Party; which consent shall not be unreasonably withheld.
- 14.9 Authorization. Each Party to this Agreement represents and warrants that it has full and complete authority to enter into and perform this Agreement. Each person who executes this Agreement on behalf of either Party represents and warrants that he or she has full and complete authority to do so and that such Party will be bound by the Agreement.
- 14.10 Prefatory Statements. The Parties hereto agree and acknowledge that the prefatory statements in this Agreement are intended to be and shall be a part of the provisions of this Agreement.
- 14.11 Severability. If any provision of this Agreement is determined to be invalid, void, or unenforceable by any court having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this Agreement.
- 14.12 Agent. The Municipality may designate an agent or Representative to act on its behalf, which agent or Representative Municipality may change from time-to-time upon notice to VESI.

Article Fifteen. Definitions

"**Act**" means Ohio Revised Code, Chapter 4929, as amended.

"**Affiliate**" means, in relation to any person, any entity controlled, directly or indirectly, by such person, any entity that controls, directly or indirectly, such person, or any entity directly or indirectly under common control with such person. For this purpose, "control" of any entity or person means ownership of a majority of the voting power of the entity or person. With respect to Municipality, the term Affiliate shall include but not be limited to any political subdivision of Municipality, or an instrumentality agency or department of Municipality.

"**Aggregation Group**" means the collection of Aggregation Members.

"**Aggregation Member(s)**" means those retail residential and commercial customers whose meters are read on a cycle basis by the Local Utility, are within the corporate limits of the Municipality, and who are eligible to and do become members of the Municipality's Governmental Aggregation program.

"**Bankruptcy Event**" means either Party:

- (a) Is dissolved (other than pursuant to a consolidation, amalgamation or merger), becomes insolvent, is unable to pay its debts or admits in writing its inability generally to pay its debts as they become due, or makes a general assignment, arrangement or composition with or for the benefit of its creditors;
- (b) Institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation;
- (c) Seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or substantially all its assets, or has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets;
- (d) In the case of the Municipality, there is appointed or designated any entity such as a board, commission, authority or agency to monitor, review, oversee, recommend or declare a financial emergency or similar state of financial distress;
- (e) Causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) to (iv) inclusive; or
- (f) Takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

“**Btu**” means British thermal unit.

“**Ccf**” means one hundred (100) cubic feet of natural gas.

“**Commission**” means the Public Utilities Commission of Ohio.

“**Community Reinvestment Program**” Is a program where VESI contributes funds to the Municipality for certain purposes. The purposes of funds shall be designated and outlined in the agreement between VESI and the City of Reynoldsburg.

“**Confidential Information**” means any and all data and information of whatever kind or nature (whether written, electronic or oral), which is disclosed by one Party (the “Disclosing Party”) to the other Party (the “Receiving Party”) regarding itself, its business, and/or the business of its Affiliates. Information that is disclosed by one Party to the other which the Disclosing Party believes is confidential and is clearly designated as confidential shall be deemed Protected Information, only if such claim of confidentiality is conspicuously disclosed in writing or other tangible form that is marked “confidential” at the time of transmittal or if disclosed verbally is described as confidential or proprietary at the time of the conversation and the Disclosing Party also supplements the verbal transmittal with a transmittal in writing or other tangible form that is conspicuously marked “confidential” or “proprietary” within five (5) days of the verbal disclosure.

Each Party shall have the right to correct any inadvertent failure to designate information as Confidential Information by providing the other Party with timely written notification of the error, and the designated information shall be treated as Confidential Information from the time a Party receives the written notification. Confidential Information does not include information:

- (a) In the public domain at the time of disclosure;
- (b) That after disclosure passes into the public domain, except by a wrongful act of the Receiving Party;
- (c) Disclosed to the Receiving Party by a third party not under an obligation of confidentiality;
- (d) Already in the Receiving Party's possession prior to disclosure by the Disclosing Party;
- (e) Subject to disclosure pursuant to Revised Code Section 149.43 or any other applicable law.

"Customer Data" includes, without limitation: the customer's name, billing address, meter address and usage information, account number, rate classification, and similar information that is applicable and necessary for VESI to provide its Retail Natural Gas Services hereunder.

"Eligible Customer" means a customer that is eligible to participate in a governmental aggregation in accordance with Sections 4929.26 and 4929.27, Ohio Revised Code and Rule 4901:1-28-01(C), O.A.C, or as otherwise agreed to by the parties.

"Fixed Price Period" shall mean the flow date period of which a fixed price can be entered into for a specific period of time.

"Force Majeure" for purposes of this Agreement means an uncontrollable force that is not within the control of the Party relying thereon and could not have been prevented or avoided by such Party through the exercise of due diligence. Subject to the foregoing, Force Majeure shall include, but not be limited to, flood, earthquake, storm, drought, fire, pestilence, lightning, hurricanes, washouts, landslides and other natural catastrophes and acts of God; strikes, lockouts, labor or material shortage, or other industrial disturbances; acts of the public enemies, epidemics, riots, civil disturbance or disobedience, sabotage, terrorist acts, wars or blockades; governmental actions such as necessity to comply with any court order, law, statute, ordinance or regulation promulgated by a governmental authority; or any other unplanned or non-scheduled occurrence, condition, situation or threat not covered above, which renders either Party unable to perform its obligations hereunder, provided such event is beyond the reasonable control through the exercise of due diligence of the Party claiming such inability. Failures or interruptions, including government ordered interruptions, on the transmission or distribution systems relied upon for supplying Retail Natural Gas Services under this Agreement will constitute Force Majeure, provided that VESI has arranged for firm transportation service as noted in this Agreement.

"Governmental Aggregator" means an eligible governmental entity certified by the Commission to act as a governmental aggregator for the provision of competitive retail natural gas service under

authority conferred by, *inter alia*, Section 4929.26 and 4929.27, Revised Code.

“Governmental Aggregation” means a program certified by the Commission for the provision of competitive retail natural gas service under authority conferred by, *inter alia*, Section 4929.26 and 4929.27, Revised Code.

“Historical Load” means the most recent history of natural gas consumption for the Aggregation Group and/or Aggregation Member(s).

“Local Utility” means, Columbia Gas of Ohio, the natural gas distribution utility providing services to the Aggregation Group of the Governmental Aggregation program.

“Mcf” means one thousand (1,000) cubic feet of natural gas.

“NYMEX Strike Price” means, a monthly NYMEX closing for the first of the following month for natural gas delivery. NYMEX closes two (2) business days before the end of the month. The price includes NYMEX basis, interstate transmission, shrinkage fuel loss, Mcf Btu conversion and supplier margin.

“Regulations” means Public Utilities Commission of Ohio and Federal Energy Regulatory Commission rules, regulations and precedent, to the extent of their respective jurisdictions.

“Representative” means, as to a Party, any Affiliate, or any shareholder, officer, director, employee, agent, attorney, or advisor of the Party or its Affiliate.

Execution of Agreement

The Parties acknowledge their agreement to the terms herein by their signatures below.

Volunteer Energy Services, Inc.

City of Reynoldsburg

By: _____

By: _____

Name: **Richard A. Curnutte Sr.**

Name: _____

Title: **President**

Title: _____

Minutes Acceptance: Minutes of May 13, 2019 7:35 PM (Approval of Minutes)

EXHIBIT A

1. Type of Service: **Columbia Gas of Ohio Customer Choice**
2. Term: **August 1, 2019 through July 31, 2021**
3. Delivery Point: **Customers Burner Tip**
4. Price: **For members of this program, VESI has offered to provide natural gas to Aggregation Members at a rate of 8% off of Columbia Gas Standard Choice Offer (COH SCO) Market Adder per Ccf plus NYMEX month end settle at the burner tip. In addition, there are no early termination penalties if end users decide to leave this offer. This price is good through the earlier to occur of (a) a change in any material term, such as a discount other than 8% being applied to the then-current COH SCO Market Adder, or (b) July 31, 2021. During the term, the discount shall never be less than \$0.003 below the then-current SCO Adder through the end of the August 2021 billing cycle.**

VOLUNTEER ENERGY SERVICES, INC. ("SELLER")
("BUYER")

CITY OF REYNOLDSBURG

By: _____

By: _____

Print: **Richard A. Curnutte Sr.**

Print: _____

Title: **President**

Title: _____

Minutes Acceptance: Minutes of May 13, 2019 7:35 PM (Approval of Minutes)

EXHIBIT B



DATE

Dear City of Reynoldsburg Resident,

Volunteer Energy Services, Inc. (VESI) in cooperation with the City of Reynoldsburg (the “City”) is providing you with the opportunity to join or remain with other residents and small commercial customers in the City’s natural gas Government Aggregation Program. **If you have received this letter and are outside the boundaries of the City of Reynoldsburg, please let us know by calling 800-977-8374.** Government Aggregation programs allow City officials to bring together citizens to gain group-buying power for the purchase of natural gas from a retail supplier licensed by the Public Utilities Commission of Ohio. **City of Reynoldsburg voters approved this program in 2010.**

During the past few months, we have researched options for competitive natural gas pricing for you. We have chosen VESI, an Ohio based corporation to provide you with natural gas for the term **August 1, 2019 through July 31, 2021.**

You will be automatically enrolled (if a new Participant) or continue your enrollment (if an existing Participant) in the City’s Natural Gas Government Aggregation Program unless you choose to “opt out” – that is, affirmatively choose not to participate. If you wish to be excluded from the City’s natural gas aggregation program, you must return the enclosed “Opt-Out” form by _____. Otherwise, you will be included in the aggregation program. If you do not opt out at this time, you will receive a notice at least once every two years asking if you wish to remain in the program. However, you do not need to do anything to participate. There is no cost for enrollment and you will not be charged a switching fee.

Price: For members of this program, VESI has offered to provide natural gas to Aggregation Members at a rate of 8% off of Columbia Gas Standard Choice Offer (COH SCO) Market Adder per Ccf plus NYMEX month end settle at the burner tip. In addition, there are no early termination penalties if end users decide to leave this offer. This price is good through the earlier to occur of (a) a change in any material term, such as a discount other than 8% being applied to the then-current COH SCO Market Adder, or (b) July 31, 2021. During the term, the discount shall never be less than \$0.003 below the then-current SCO Adder through the end of the August 2021 billing cycle.

After you become a participant in the City’s natural gas aggregation program, Columbia Gas of Ohio (COH) will send a postcard confirming your selection of VESI as your natural gas provider. As required by law, this postcard will inform you of your option to cancel your enrollment with VESI within seven (7) business days of its postmark date. To remain in the City’s government aggregation program, you don’t need to take any action when this postcard arrives. You will be automatically enrolled.

COH will always be responsible for ensuring the distribution of natural gas to your premises and will continue to maintain your meter, the monthly reads and the pipelines that deliver natural gas to your home. Your natural gas bill will also continue to come from COH. The only change you’ll notice is the name of your new gas supplier, Volunteer Energy Services, Inc., included on your bill.

If you have any questions, please call VESI toll-free at **1-800-977-8374**, Monday through Friday, 9:00 a.m. to 4:00 p.m.

Sincerely,
City of Reynoldsburg
and
Volunteer Energy Services, Inc.

Minutes Acceptance: Minutes of May 13, 2019 7:35 PM (Approval of Minutes)

These **ENERGY SUPPLY TERMS AND CONDITIONS** have important information you need to know before you commit to natural gas service from Volunteer Energy Services, Inc. (VESI). VESI is an Ohio corporation whose customers include a variety of Ohio natural gas end users. As a natural gas supply customer of VESI, you agree to the Terms and Conditions of VESI's natural gas supply contract.

Service Arrangement: VESI's energy supply will be delivered to your residence or facility via the Columbia Gas of Ohio (COH) pipeline on a cost per Ccf basis through **July 2021**. Upon acceptance by Columbia Gas of Ohio the cost will be 8% off COH SCO adder per Ccf plus NYMEX end of month close.

Term: The term of this Agreement shall commence when accepted by VESI and shall continue until the sooner to occur of (a) a change in any material term, such as a discount other than 8% being applied to the then-current SCO Adder, or (b) July 31, 2021. During the term, the discount shall never be less than \$0.003 below the then-current SCO Adder through the end of the August 2021 billing cycle. Natural gas service will begin within 60 days of acceptance by Columbia Gas. You may terminate this Agreement with VESI by providing a 30-day notice in writing to VESI or by telephone. Columbia Gas will continue to deliver VESI-supplied natural gas to your home at the agreed upon rate.

Office Locations and Hours: VESI's offices are located at 790 Windmill Drive, Pickerington, Ohio 43147 and are open from 8:30 A.M. to 4:00 P.M. E.S.T., Monday through Friday. VESI can be reached by telephone at (614) 856-3128 or toll free at 800-977-8374. Telephone service hours are from 9:00 A.M. to 4:00 P.M. E.S.T., Monday through Friday. E-mail address is sraffeld@volunteerenergy.com.

Bill Payment Process: COH will continue to bill you monthly for natural gas delivery services and also for VESI's natural gas service. Should you fail to pay the bill or fail to meet any agreed upon payment arrangement, COH may terminate your service in accordance with its company tariffs, and this agreement with VESI may be automatically terminated.

Complaint Dispute Resolution: If you have any complaints regarding your natural gas service or your monthly bill, please contact us at 1-800-977-8374. Upon request, VESI will provide you up to twenty-four months (24) of your payment history without charge. If your complaint is not resolved after you have called VESI, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). Additionally, the Ohio

consumers' council (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.

Emergency Service Problems: If you become aware of a gas emergency condition, or experience an unanticipated loss of gas service, you should contact the COH at the telephone number listed on your gas bill.

Termination/Rescission of Agreement: You may terminate / rescind your natural gas supply enrollment with VESI within seven (7) days of the post mark date of the confirmation letter from COH. After the initial seven (7) day period, either you or VESI may terminate the contract at any time by providing the non-terminating party thirty (30) days written notice of such termination, without penalty. You will remain responsible for all natural gas consumed by you prior to the actual termination of service. If your supply contract with VESI is terminated, your natural gas supply will automatically be provided by COH under its standard tariff unless or until you choose another supplier. If you voluntarily terminate participation in the City's natural gas governmental aggregation program, you may be charged a price other than COH regulated sales service rate. **There will be no early termination fees associated with the City's program.** Service will automatically terminate upon the occurrence of any of the following: (1) the requested service location is not served by COH; (2) you move outside COH service area or to an area not served by VESI; or (3) VESI terminates your supply agreement and returns you as a customer to COH. You have the right to terminate natural gas service with VESI without penalty, for any reason at any time.

Program Compliance: COH's deregulation program is subject to the ongoing jurisdiction of the PUCO. If the PUCO cancels the program, this contract is rendered void with no penalty to either party. The laws of the State of Ohio will govern the terms of natural gas supply.

VESI's rate excludes COH charges and taxes. Natural gas service is subject to enrollment processing timelines as determined by COH and VESI's aforementioned Terms and Conditions of Service. To be eligible to participate in the City of Reynoldsburg's natural gas aggregation program, you must: (1) have a residence or business located in the City of Reynoldsburg; (2) be eligible to receive natural gas from COH; (3) meet Ohio non-mercantile requirements; (4) be current with your natural gas payments or payment arrangements; (5) not be enrolled in the PIP program; and (6) currently not taking natural gas supply service from another natural gas marketer.

If you believe you received this letter in error or are not located in the City of Reynoldsburg, please contact VESI to remove your account from our aggregation list.

P.S. Remember to return the below Opt-Out form only if you do not want to participate in the City of Reynoldsburg's Natural Gas Government Aggregation Program.

OPT-OUT FORM FOR THE CITY OF REYNOLDSBURG GOVERNMENT AGGREGATION PROGRAM

☐ I wish to opt out of my community's natural gas program. (Check box to opt out.)

Service Address: _____

Phone Number: _____ Account Number (located at the top of your _____ bill): _____

Printed Name: _____ Date: _____

Account Holder's signature: _____

Mail by: _____ To: City of Reynoldsburg Government Aggregation Program, 790 Windmill Drive, Pickerington, Ohio 43147

Human Resources Dept.**Sandra Boller****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6868 Phone****ORDINANCE REQUEST****DATE: May 13, 2019****TO: Finance and Administration Committee****RE: Contract with the Fraternal Order of Police (FOP)
Capital City Lodge #9 JANUARY 1, 2019 THROUGH DECEMBER
31, 2021**Statement of Emergency: Current contract has expired. Request
emergency upon third reading.

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
---------------------------	-----------------------	----------------------------

Emergency/Suspension: Emergency

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

AUTHORIZATION FOR THE MAYOR TO ENTER INTO A COLLECTIVE BARGAINING
AGREEMENT WITH THE FRATERNAL ORDER OF POLICE (FOP) CAPITAL CITY
LODGE #9 BEGINNING JANUARY 1, 2019 THROUGH DECEMBER 31, 2021.

Minutes Acceptance: Minutes of May 13, 2019 7:35 PM (Approval of Minutes)

Human Resources Dept.**Sandra Boller****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6868 Phone****ORDINANCE REQUEST****DATE: May 13, 2019****TO: Finance and Administration Committee****RE: Collective Bargaining Agreement with the Ohio Patrolmen's
Benevolent Association from January 1, 2019 Thru December 31,
2021**Statement of emergency: Current contract has expired. Request adoption
as emergency upon third read.

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
---------------------------	-----------------------	----------------------------

Emergency/Suspension: Emergency

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

AUTHORIZATION FOR THE MAYOR TO ENTER INTO A COLLECTIVE BARGAINING
AGREEMENT WITH THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
BEGINNING JANUARY 1, 2019 THROUGH DECEMBER 31, 2021.

Minutes Acceptance: Minutes of May 13, 2019 7:35 PM (Approval of Minutes)

City Auditor's Office**Stephen Cicak****7232 E. Main Street****Reynoldsburg OHIO 43068****614/322-6858 Phone****ORDINANCE REQUEST****DATE:** May 13, 2019**TO:** Finance and Administration Committee

RE: Ordinance Authorizing the City Auditor to Establish Funds 941, 942, 943, 944 - Agency Funds for the JEDD 1, JEDD 2, JEDD 3 and JEDD 4, respectfully and
DECLARING AN EMERGENCY

Approval:

Skipped Brad McCloud	Skipped Jed Hood	Stephen Cicak
-------------------------	---------------------	---------------

Emergency/Suspension: Emergency

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

In anticipation of the first quarter receipts and to ensure accurate record keeping I ask that this legislation be passed as an emergency.

Ordinance Authorizing the City Auditor to Establish Funds 941, 942, 943, 944 - Agency Funds for the JEDD 1, JEDD 2, JEDD 3 and JEDD 4;

AND DECLARING AN EMERGENCY

Authority to the Reynoldsburg City Auditor to create agency funds.

Minutes Acceptance: Minutes of May 13, 2019 7:35 PM (Approval of Minutes)

Human Resources Dept.**Sandra Boller****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6868 Phone****ORDINANCE REQUEST****DATE: May 13, 2019****TO: Finance and Administration Committee**

RE: ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: Amending Sections 160.02(e) PARKS & RECREATION DEPARTMENT; 160.03 SALARY SCHEDULE; and Repealing/Replacing Section 160.08 ADMINISTRATION OF PAY PLAN OF CHAPTER 160 EMPLOYEE COMPENSATION.

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
---------------------------	-----------------------	----------------------------

REQUEST CHANGES TO CHAPTER 160.02 (e) PARKS & RECREATION; 160.2 (g) (3) WATER/WASTEWATER; CHAPTER 160.03 SALARY SCHEDULE (a) (b) (c); CHAPTER 160.03 (d) SEASONAL EMPLOYEES; (e) OCCASIONAL LABOR/INDEPENDENT CONTRACTOR AND REPEAL AND REPLACE CHAPTER 160.08

Minutes Acceptance: Minutes of May 13, 2019 7:35 PM (Approval of Minutes)

CITY OF REYNOLDSBURG
 An Equal Opportunity Employer
POSITION DESCRIPTION

Page 1 of 4

DEPT./OFFICE: PARKS & RECREATION
CLASS TITLE: RECREATION
 COORDINATOR

WORKING TITLE: RECREATION
 COORDINATOR
EMPLOYEE NUMBER:

Status: Classified ☒ Unclassified ☐

Citation Code: 160.02

Full-Time ☒ **Part-Time** ☐ **Other** ☐

Reports To: Recreation Superintendent

OT Status Per Ord.: Non-exempt

Normal Working Hours: Variable

ESSENTIAL FUNCTIONS OF THE POSITION: (For purposes of 42 USC 12101)

- 60% (1) Plans, organizes, directs, and supervises various recreation and athletic programs, activities and facilities. Maintains control of supplies, records, and prepares reports and budget needs for successful operation of assigned area. Works directly with public and outside agencies, public schools, in establishing and implementing special events. Assist with supervision of volunteers, officials, scorekeepers, coaches, players and public attendance and performs other related duties as required. Under general supervision, assist in the planning, promotion, development, coordination and supervision of youth and adult programs including recreational classes, leagues, special events, and sports camps throughout the city. Weather is sometimes a hazard.
- 25% (2) Supervises and coordinates work of assigned personnel (e.g., assigns/evaluates work activities of paid and volunteer staff); trains, instructs volunteers, instructors, coaches, officials; conducts training programs on safety practices/procedures; keeps the Recreation Superintendent informed so that there are no surprises.
- 15% (3) Publicizes programs/activities available to the general public (e.g., writes articles for general release,); answers questions and attempts to resolve complaints from the general public.
- (4) Remains informed of current developments and procedures pertinent to duties; participates in staff development activities and services review procedures; attends staff meetings and supervisory conferences.
- (5) Maintains required licenses and/or certificates.
- (6) Meets all job safety requirements and all applicable OSHA safety standards that pertain to essential functions.
- (7) Demonstrates regular and predictable attendance.

CITY OF REYNOLDSBURG
An Equal Opportunity Employer
POSITION DESCRIPTION

Page 2 of 4

Working Title: Recreation Coordinator

Employee Number:

OTHER DUTIES AND RESPONSIBILITIES:

(8) Performs other related duties as assigned.

MINIMUM ACCEPTABLE CHARACTERISTICS: (*Indicates developed after employment)

Knowledge of: Knowledge of recreation philosophy, planning and administration.

Skill in: word processing; use of modern office equipment; motor vehicle operation; use or operation of sports and recreation equipment.

Ability to: Ability to communicate both orally and written; ability to work directly with the public; ability to plan and organize sports activity data and keep accurate records; ability to develop, coordinate and direct varied activities involved in a community recreation program; ability to establish and maintain effective working relationships with City employees and general public deal with problems involving several variables within familiar context; apply management principles to solve agency problems; define problems, collect data, establish facts, and draw valid conclusions; understand, interpret, and apply laws, rules, or regulations to specific situations; select most qualified applicant according to specifications for referral; determine material and equipment needs; calculate fractions, decimals, and percentages; prepare routine correspondence; compile and prepare reports; write and/or edit documents for publication; write instructions and specifications; respond to routine inquiries from public and/or officials; conduct effective interviews; communicate effectively; train or instruct others; recognize safety warnings; understand a variety of written and/or verbal communications; gather, collate, and classify information; maintain records according to established procedures; cooperate with co-workers on group projects; answer routine telephone inquiries; handle sensitive inquiries from and contacts with officials and general public; develop and maintain effective working relationships; resolve complaints; lift sports and recreational equipment; travel to and gain access to work site; operate sports and recreation equipment.

Minutes Acceptance: Minutes of May 13, 2019 7:35 PM (Approval of Minutes)

CITY OF REYNOLDSBURG
An Equal Opportunity Employer
POSITION DESCRIPTION

Page 3 of 4

Working Title: Recreation Coordinator

Employee Number:

QUALIFICATIONS: (An example of acceptable qualifications)

High School education or G.E.D; Associates degree in Recreation or Sports Management preferred; two (2) years' experience in parks and recreation; or equivalent combination of training or experience; Certified Parks and Recreation Professional preferred.

LICENSURE OR CERTIFICATION REQUIREMENTS:

Must possess and maintain valid Ohio driver's license; must become certified by the National Youth Sports Coaches Association to be trainer of youth sports league coaches within six (6) months of employment; Certified Parks and Recreation Professional preferred.

INHERENTLY HAZARDOUS OR PHYSICALLY DEMANDING WORKING CONDITIONS:
(FOR PURPOSES OF O.R.C. 4167)

1. Works in or around crowds.
2. Has contact with potentially violent or emotionally distraught persons.
3. Has exposure to potentially vicious animals.
4. Has exposure to hot, cold, wet, humid, or windy weather conditions.

PHYSICAL DEMANDS:

Medium: lift, push, pull 20 to 50 pounds occasionally; 10 to 25 pounds frequently.

CLASS TITLES OF POSITIONS DIRECTLY SUPERVISED:

Minutes Acceptance: Minutes of May 13, 2019 7:35 PM (Approval of Minutes)

CITY OF REYNOLDSBURG
 An Equal Opportunity Employer
POSITION DESCRIPTION

Page 4 of 4

Working Title: Recreation Coordinator

Employee Number:

This position description in no manner states or implies that these are the only duties and responsibilities to be performed by the position incumbent. My (employee) signature below signifies that I have reviewed and understand the contents of my position description.

 Employee Signature

 Date

 Appointing Authority

 Date

 Human Resources Director

 Date

Effective Date: 04/12/2019
 Date Revised:

052802jrCO

City Auditor's Office**Stephen Cicak****7232 E. Main Street****Reynoldsburg OHIO 43068****614/322-6858 Phone****ORDINANCE REQUEST****DATE: May 13, 2019****TO: Finance and Administration Committee****RE: Ordinance Appropriating Unencumbered Balances as of December 31, 2018 in Various Police Special Revenue Funds; and Providing that Revenues for Said Funds Received During 2019 be Accepted**

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
---------------------------	-----------------------	----------------------------

Ordinance Appropriating Unencumbered Balances as of December 31, 2018, in Various Police Special Revenue Funds; and Providing that Revenues for Said Funds Received During 2019 be Accepted

Section 1: That the unencumbered balances as of December 31, 2018, in various Police Special Revenue Funds be appropriated to the proper associated accounts in the following manner:

\$87,475.97 from the unappropriated Law Enforcement Fund (290) be appropriated to account **290.111.5529 Miscellaneous Distributions Law Enforcement Fund.**

\$15,686.54 from the unappropriated Law Enforcement Fund (290) be appropriated to account **290.111.5921 Immobilization Expenses Law Enforcement Fund.**

\$47,494.74 from the unappropriated Drug Enforcement Fund (291) be appropriated to **291.111.5529 Miscellaneous Distributions Drug Enforcement Fund.**

Minutes Acceptance: Minutes of May 13, 2019 7:35 PM (Approval of Minutes)

City Auditor's Office

Stephen Cicak

7232 E. Main Street

Reynoldsburg OHIO 43068

614/322-6858 Phone

\$4,376.00 from the unappropriated Safety Belt Program Fund (292) be appropriated to **292.111.5529 Miscellaneous Distributions Safety Belt Program Fund.**

\$15,372.94 from the unappropriated DUI/ Education/ Enforcement Fund (293) be appropriated to **293.111.5529 Miscellaneous Distributions DUI/Education/Enforcement Fund.**

\$85,705.41 from the unappropriated Federal Forfeiture Fund (294) be appropriated to **294.111.5529 Miscellaneous Distributions Federal Forfeiture Fund.**

\$57,121.76 from the unappropriated Law Enforcement Asst. Fund (295) be appropriated to **295.111.5529 Miscellaneous Distributions Law Enforcement Asst. Fund.**

Section 2. That any revenues received by the City for the various funds referred to in Section 1, during the year 2019, shall be credited to the proper funds, to appropriate when requested by the Administration and approved by City Council

Minutes Acceptance: Minutes of May 13, 2019 7:35 PM (Approval of Minutes)

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

DATE: May 28, 2019**TO: City Council****CC:****RE: <Insert Subject/RE Here - Bold>**



Departmental Budget-March, 2019

6.a.a

Fiscal Year to Date 03/31/19

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund 110 - General Fund										
Department 111 - Police Division										
	EXPENSE									
	Personal Services									
5101	Salary-Elected Officials/Director	.00	.00	.00	.00	.00	.00	.00	+++	28,911
5102	Wages-Staff	881,997.00	.00	881,997.00	113,377.83	.00	251,099.17	630,897.83	28	830,541
5104	Wages-Part time	122,892.00	.00	122,892.00	8,533.98	.00	19,879.62	103,012.38	16	90,281
5105	Overtime	350,000.00	.00	350,000.00	43,360.01	.00	82,611.85	267,388.15	24	498,571
5106	Longevity	52,550.00	.00	52,550.00	1,625.00	.00	13,675.00	38,875.00	26	50,621
5109	HSA Employer Funding	252,000.00	.00	252,000.00	3,504.84	.00	208,064.84	43,935.16	83	230,591
5111	Wages Chief	119,480.00	.00	119,480.00	13,785.60	.00	32,019.34	87,460.66	27	115,871
5113	Wages Enforcement	5,299,278.00	.00	5,299,278.00	608,965.06	.00	1,464,889.85	3,834,388.15	28	4,930,821
5151	PERS Contribution	141,315.00	.00	141,315.00	10,054.45	.00	30,912.11	110,402.89	22	138,891
5152	PFDPF Contribution	908,093.00	.00	908,093.00	85,493.62	.00	261,801.60	646,291.40	29	968,021
5155	PERS Pickup	46,322.00	.00	46,322.00	3,590.82	.00	11,329.30	34,992.70	24	46,721
5161	Group Insurance	1,132,076.00	2,837.05	1,134,913.05	89,621.04	297,988.43	277,655.62	559,269.00	51	932,111
5166	Medicare	98,972.00	.00	98,972.00	11,020.64	.00	26,027.08	72,944.92	26	91,761
	Personal Services Totals	\$9,404,975.00	\$2,837.05	\$9,407,812.05	\$992,932.89	\$297,988.43	\$2,679,965.38	\$6,429,858.24	32%	\$8,953,761
	Supplies									
5201	Office Supplies	9,500.00	565.74	10,065.74	300.61	7,123.44	1,348.96	1,593.34	84	10,351
5202	Photo Copy Supplies	3,500.00	26.25	3,526.25	.00	2,083.87	42.38	1,400.00	60	3,491
5203	Computer Supplies	18,000.00	890.33	18,890.33	1,162.49	6,239.85	3,744.29	8,906.19	53	14,011
5205	Small Tools/Minor Equipment	6,000.00	1,092.45	7,092.45	.00	1,019.55	1,072.90	5,000.00	30	3,221
5206	Evidence	10,000.00	.00	10,000.00	.00	.00	.00	10,000.00	0	
5207	Law Enforcement Supplies	93,000.00	30,069.87	123,069.87	5,334.52	89,147.80	36,088.37	(2,166.30)	102	84,001
5213	Repair and Maintenance Supplies	11,000.00	.00	11,000.00	760.58	5,822.21	1,177.79	4,000.00	64	1,971
5241	Uniforms-Purchased	212,000.00	31,684.62	243,684.62	9,141.19	119,140.68	27,034.10	97,509.84	60	71,751
5251	MV Gas and Oil	130,000.00	5,599.59	135,599.59	13,190.61	36,981.44	18,790.20	79,827.95	41	93,251
	Supplies Totals	\$493,000.00	\$69,928.85	\$562,928.85	\$29,890.00	\$267,558.84	\$89,298.99	\$206,071.02	63%	\$282,071
	Services									
5311	Utilities	144,530.00	22,382.78	166,912.78	9,132.09	94,916.35	30,954.93	41,041.50	75	114,461
5321	Professional Training	55,000.00	21,262.70	76,262.70	6,912.70	48,500.06	30,000.96	(2,238.32)	103	31,851
5322	Conference/Reimb	.00	.00	.00	.00	.00	.00	.00	+++	211
5323	Publications	2,850.00	.00	2,850.00	.00	.00	.00	2,850.00	0	581
5324	Professional Association Dues	2,500.00	195.00	2,695.00	80.00	1,560.00	635.00	500.00	81	701
5325	Educational Assistance	10,000.00	.00	10,000.00	.00	.00	.00	10,000.00	0	2,681
5339	Misc Contract Services	83,600.00	2,720.90	86,320.90	3,408.55	31,003.33	20,357.04	34,960.53	59	54,481
5351	Liability Insurance Deductible	25,000.00	.00	25,000.00	.00	25,000.00	.00	.00	100	4,521
5361	Building Repair/Maintenance	132,500.00	927.39	133,427.39	2,717.77	60,229.56	11,280.46	61,917.37	54	40,721
5362	Equipment Maintenance	72,000.00	4,000.00	76,000.00	3,677.84	30,772.45	10,462.84	34,764.71	54	33,391
5363	MV Repair/Maintenance-External	27,000.00	174.52	27,174.52	575.00	9,550.32	9,549.20	8,075.00	70	14,291

Attachment: Departmental Budget-March, 2019 05 09 2019 7 54 08 AM Joni Crawford 46103NCD



Departmental Budget-March, 2019

6.a.a

Fiscal Year to Date 03/31/19

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 111 - Police Division										
	EXPENSE									
	Services									
5366	Computer Maintenance	3,000.00	.00	3,000.00	.00	.00	.00	3,000.00	0	2,361
5375	Prisoner Care	140,000.00	1,170.41	141,170.41	5,125.04	64,796.74	16,373.67	60,000.00	57	78,874
5391	Postage	6,500.00	188.05	6,688.05	616.98	1,390.10	1,374.49	3,923.46	41	5,311
5392	Fingerprinting Services	2,500.00	.00	2,500.00	92.00	362.00	138.00	2,000.00	20	1,671
5393	L.E.A.D.S Terminal	8,500.00	600.00	9,100.00	600.00	6,000.00	1,800.00	1,300.00	86	7,200
5395	Printing/Advertising	15,000.00	1,594.54	16,594.54	264.22	2,769.02	4,916.13	8,909.39	46	3,211
5396	Uniform Cleaning/Repairs	35,000.00	2,423.15	37,423.15	1,179.45	18,820.55	3,647.58	14,955.02	60	15,721
5399	Other Miscellaneous Services	4,000.00	500.00	4,500.00	18.21	2,041.50	258.50	2,200.00	51	2,141
	Services Totals	\$769,480.00	\$58,139.44	\$827,619.44	\$34,399.85	\$397,711.98	\$141,748.80	\$288,158.66	65%	\$414,451
	Capital Purchases									
5631	Furniture and Fixtures	10,000.00	191.48	10,191.48	.00	191.48	.00	10,000.00	2	6,501
5632	Motor Vehicles	383,470.00	95,398.90	478,868.90	44,093.26	342,088.95	47,309.95	89,470.00	81	625,521
5633	Machinery and Equipment	93,000.00	209.89	93,209.89	10,555.20	48,500.00	15,430.09	29,279.80	69	65,111
5634	Unmarked Vehicles	58,400.00	.00	58,400.00	.00	.00	.00	58,400.00	0	
5639	Other Equipment	75,000.00	54.30	75,054.30	4,356.70	13,780.09	12,523.11	48,751.10	35	34,671
	Capital Purchases Totals	\$619,870.00	\$95,854.57	\$715,724.57	\$59,005.16	\$404,560.52	\$75,263.15	\$235,900.90	67%	\$731,821
	EXPENSE TOTALS	\$11,287,325.00	\$226,759.91	\$11,514,084.91	\$1,116,227.90	\$1,367,819.77	\$2,986,276.32	\$7,159,988.82	38%	\$10,382,111
Department 111 - Police Division Totals		(\$11,287,325.00)	(\$226,759.91)	(\$11,514,084.91)	(\$1,116,227.90)	(\$1,367,819.77)	(\$2,986,276.32)	(\$7,159,988.82)	38%	(\$10,382,119)

Attachment: Departmental Budget-March, 2019 05 09 2019 7 54 08 AM Joni Crawford 46103NCD



Departmental Budget-March, 2019

6.a.a

Fiscal Year to Date 03/31/19

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 290 - Mechanic										
	EXPENSE									
	Personal Services									
5102	Wages-Staff	101,288.00	.00	101,288.00	11,688.00	.00	27,146.82	74,141.18	27	97,950.00
5106	Longevity	550.00	.00	550.00	.00	.00	.00	550.00	0	450.00
5109	HSA Employer Funding	8,000.00	.00	8,000.00	.00	.00	8,000.00	.00	100	8,000.00
5151	PERS Contribution	14,257.00	.00	14,257.00	1,122.45	.00	3,445.12	10,811.88	24	14,570.00
5161	Group Insurance	37,844.00	.00	37,844.00	3,255.95	9,563.72	9,555.29	18,724.99	51	32,300.00
5166	Medicare	1,477.00	.00	1,477.00	161.30	.00	375.37	1,101.63	25	1,360.00
	Personal Services Totals	\$163,416.00	\$0.00	\$163,416.00	\$16,227.70	\$9,563.72	\$48,522.60	\$105,329.68	36%	\$154,650.00
	Supplies									
5201	Office Supplies	100.00	.00	100.00	.00	.00	.00	100.00	0	
5203	Computer Supplies	200.00	.00	200.00	66.01	33.99	66.01	100.00	50	
5205	Small Tools/Minor Equipment	3,000.00	.00	3,000.00	860.24	639.76	860.24	1,500.00	50	1,500.00
5213	Repair and Maintenance Supplies	110,000.00	5,080.99	115,080.99	12,249.12	48,642.60	33,020.76	33,417.63	71	79,300.00
5259	Operating Materials and Supplies	7,500.00	1,639.39	9,139.39	513.66	5,011.62	3,127.77	1,000.00	89	3,370.00
	Supplies Totals	\$120,800.00	\$6,720.38	\$127,520.38	\$13,689.03	\$54,327.97	\$37,074.78	\$36,117.63	72%	\$82,690.00
	Services									
5321	Professional Training	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	210.00
5362	Equipment Maintenance	3,000.00	.00	3,000.00	.00	2,000.00	.00	1,000.00	67	1,240.00
5363	MV Repair/Maintenance-External	40,000.00	1,607.81	41,607.81	6,721.54	21,838.31	9,089.50	10,680.00	74	25,740.00
5397	Uniform Rental	1,350.00	68.88	1,418.88	164.31	873.43	395.45	150.00	89	1,110.00
5399	Other Miscellaneous Services	1,500.00	.00	1,500.00	.00	783.00	117.00	600.00	60	500.00
	Services Totals	\$46,850.00	\$1,676.69	\$48,526.69	\$6,885.85	\$25,494.74	\$9,601.95	\$13,430.00	72%	\$28,820.00
	Capital Purchases									
5632	Motor Vehicles	.00	.00	.00	.00	.00	.00	.00	+++	48,650.00
5633	Machinery and Equipment	16,100.00	.00	16,100.00	.00	.00	15,503.00	597.00	96	3,740.00
	Capital Purchases Totals	\$16,100.00	\$0.00	\$16,100.00	\$0.00	\$0.00	\$15,503.00	\$597.00	96%	\$52,400.00
	EXPENSE TOTALS	\$347,166.00	\$8,397.07	\$355,563.07	\$36,802.58	\$89,386.43	\$110,702.33	\$155,474.31	56%	\$318,570.00
Department 290 - Mechanic Totals		(\$347,166.00)	(\$8,397.07)	(\$355,563.07)	(\$36,802.58)	(\$89,386.43)	(\$110,702.33)	(\$155,474.31)	56%	(\$318,570.00)

Attachment: Departmental Budget-March, 2019 05 09 2019 7 54 08 AM Joni Crawford 46103NCD



Departmental Budget-March, 2019

6.a.a

Fiscal Year to Date 03/31/19

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 340 - Parks and Recreation										
	EXPENSE									
	Personal Services									
5101	Salary-Elected Officials/Director	89,522.00	.00	89,522.00	10,329.60	.00	23,991.96	65,530.04	27	86,730.00
5102	Wages-Staff	407,677.00	.00	407,677.00	43,892.68	.00	101,160.47	306,516.53	25	344,660.00
5105	Overtime	15,700.00	.00	15,700.00	670.67	.00	3,179.37	12,520.63	20	14,190.00
5106	Longevity	1,500.00	.00	1,500.00	.00	.00	.00	1,500.00	0	500.00
5109	HSA Employer Funding	34,000.00	.00	34,000.00	.00	.00	32,000.00	2,000.00	94	31,830.00
5141	Wages-Seasonal Labor	110,000.00	.00	110,000.00	4,544.91	.00	11,091.34	98,908.66	10	61,250.00
5151	PERS Contribution	87,416.00	.00	87,416.00	5,410.56	.00	16,668.96	70,747.04	19	72,660.00
5161	Group Insurance	155,452.00	.00	155,452.00	13,106.45	36,349.40	37,818.15	81,284.45	48	108,520.00
5166	Medicare	9,054.00	.00	9,054.00	825.22	.00	1,936.18	7,117.82	21	7,130.00
	Personal Services Totals	\$910,321.00	\$0.00	\$910,321.00	\$78,780.09	\$36,349.40	\$227,846.43	\$646,125.17	29%	\$727,490.00
	Supplies									
5201	Office Supplies	500.00	1,974.36	2,474.36	192.75	2,137.58	329.53	7.25	100	510.00
5203	Computer Supplies	500.00	.00	500.00	.00	.00	.00	500.00	0	400.00
5205	Small Tools/Minor Equipment	5,600.00	5,344.25	10,944.25	3,115.86	3,122.48	5,217.10	2,604.67	76	4,650.00
5209	Chemicals	32,125.00	.00	32,125.00	.00	10,250.00	.00	21,875.00	32	36,580.00
5213	Repair and Maintenance Supplies	75,000.00	9,646.39	84,646.39	5,919.23	20,574.48	18,549.35	45,522.56	46	59,690.00
5215	Recreational Supplies	54,000.00	3,831.76	57,831.76	4,554.66	10,797.79	6,166.94	40,867.03	29	45,230.00
5241	Uniforms-Purchased	2,500.00	449.94	2,949.94	.00	400.00	449.94	2,100.00	29	3,010.00
5251	MV Gas and Oil	19,000.00	4,278.01	23,278.01	871.54	10,810.61	1,667.40	10,800.00	54	13,480.00
5252	Aggregates	17,000.00	.00	17,000.00	421.40	1,000.00	421.40	15,578.60	8	3,360.00
5259	Operating Materials and Supplies	48,000.00	.00	48,000.00	.00	62.37	2,631.37	45,306.26	6	43,000.00
	Supplies Totals	\$254,225.00	\$25,524.71	\$279,749.71	\$15,075.44	\$59,155.31	\$35,433.03	\$185,161.37	34%	\$209,960.00
	Services									
5303	Community Events	10,000.00	21,341.72	31,341.72	.00	648.52	20,666.23	10,026.97	68	25,830.00
5311	Utilities	36,000.00	7,814.11	43,814.11	2,643.44	24,266.40	8,867.71	10,680.00	76	28,760.00
5321	Professional Training	4,500.00	.00	4,500.00	.00	.00	560.00	3,940.00	12	3,400.00
5322	Conference/Reimb	9,425.00	858.62	10,283.62	953.79	388.57	3,680.51	6,214.54	40	4,070.00
5323	Publications	250.00	.00	250.00	.00	.00	.00	250.00	0	0.00
5324	Professional Association Dues	2,200.00	210.00	2,410.00	260.00	.00	470.00	1,940.00	20	1,540.00
5338	Personal Service Contracts	55,000.00	3,866.00	58,866.00	2,445.00	18,130.25	12,735.75	28,000.00	52	52,130.00
5339	Misc Contract Services	170,000.00	170,146.25	340,146.25	5,731.16	211,821.47	19,270.59	109,054.19	68	108,880.00
5361	Building Repair/Maintenance	47,000.00	20,600.00	67,600.00	1,771.92	6,580.00	16,371.92	44,648.08	34	52,220.00
5362	Equipment Maintenance	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	0.00
5391	Postage	6,000.00	.00	6,000.00	23.50	.00	55.72	5,944.28	1	2,810.00
5395	Printing/Advertising	23,000.00	.00	23,000.00	550.45	450.00	691.55	21,858.45	5	21,830.00
5399	Other Miscellaneous Services	4,000.00	32.87	4,032.87	.00	.00	32.87	4,000.00	1	1,600.00
	Services Totals	\$369,375.00	\$224,869.57	\$594,244.57	\$14,379.26	\$262,285.21	\$83,402.85	\$248,556.51	58%	\$303,100.00

Attachment: Departmental Budget-March, 2019 05 09 2019 7 54 08 AM Joni Crawford 46103NCD



Departmental Budget-March, 2019

6.a.a

Fiscal Year to Date 03/31/19

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 340 - Parks and Recreation										
	EXPENSE									
	Transfers/Other									
5515	Refunds-Fees	.00	.00	.00	1,125.00	.00	3,209.00	(3,209.00)	+++	
	Transfers/Other Totals	\$0.00	\$0.00	\$0.00	\$1,125.00	\$0.00	\$3,209.00	(\$3,209.00)	+++	\$0.00
	Capital Purchases									
5631	Furniture and Fixtures	.00	10,574.50	10,574.50	.00	10,574.50	.00	.00	100	11,914.50
5632	Motor Vehicles	60,533.00	10,678.00	71,211.00	.00	61,000.00	10,678.00	(467.00)	101	120,809.00
5633	Machinery and Equipment	12,000.00	5,735.84	17,735.84	2,600.00	3,135.84	2,600.00	12,000.00	32	89,450.00
5639	Other Equipment	11,500.00	.00	11,500.00	.00	4,900.00	.00	6,600.00	43	68,890.00
	Capital Purchases Totals	\$84,033.00	\$26,988.34	\$111,021.34	\$2,600.00	\$79,610.34	\$13,278.00	\$18,133.00	84%	\$291,074.50
	EXPENSE TOTALS	\$1,617,954.00	\$277,382.62	\$1,895,336.62	\$111,959.79	\$437,400.26	\$363,169.31	\$1,094,767.05	42%	\$1,531,635.00
Department 340 - Parks and Recreation Totals		(\$1,617,954.00)	(\$277,382.62)	(\$1,895,336.62)	(\$111,959.79)	(\$437,400.26)	(\$363,169.31)	(\$1,094,767.05)	42%	(\$1,531,635.00)

Attachment: Departmental Budget-March, 2019 05 09 2019 7 54 08 AM Joni Crawford 46103NCD



Departmental Budget-March, 2019

6.a.a

Fiscal Year to Date 03/31/19

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 343 - Senior Center										
	EXPENSE									
	Personal Services									
5102	Wages-Staff	66,182.00	.00	66,182.00	7,636.80	.00	17,737.47	48,444.53	27	64,709.00
5104	Wages-Part time	62,021.00	.00	62,021.00	7,493.33	.00	17,378.82	44,642.18	28	63,161.00
5105	Overtime	.00	.00	.00	384.75	.00	673.30	(673.30)	+++	
5106	Longevity	600.00	.00	600.00	.00	.00	.00	600.00	0	500.00
5109	HSA Employer Funding	4,000.00	.00	4,000.00	.00	.00	4,000.00	.00	100	4,000.00
5151	PERS Contribution	18,032.00	.00	18,032.00	1,410.10	.00	4,234.77	13,797.23	23	18,480.00
5161	Group Insurance	19,036.00	.00	19,036.00	1,647.17	4,827.26	4,816.03	9,392.71	51	16,260.00
5166	Medicare	1,868.00	.00	1,868.00	221.02	.00	509.75	1,358.25	27	1,830.00
	Personal Services Totals	\$171,739.00	\$0.00	\$171,739.00	\$18,793.17	\$4,827.26	\$49,350.14	\$117,561.60	32%	\$168,960.00
	Supplies									
5201	Office Supplies	1,200.00	78.96	1,278.96	441.93	378.96	441.93	458.07	64	740.00
5203	Computer Supplies	1,500.00	.00	1,500.00	.00	390.00	.00	1,110.00	26	610.00
5213	Repair and Maintenance Supplies	8,500.00	1,393.15	9,893.15	.00	1,590.82	1,088.05	7,214.28	27	870.00
5215	Recreational Supplies	3,000.00	305.78	3,305.78	.00	685.62	166.18	2,453.98	26	1,790.00
5216	Contributed Supplies Purchased	.00	20,320.29	20,320.29	168.92	1,590.23	806.94	17,923.12	12	2,340.00
5252	Aggregates	.00	.00	.00	.00	824.00	.00	(824.00)	+++	
5259	Operating Materials and Supplies	3,000.00	.00	3,000.00	.00	.00	.00	3,000.00	0	3,240.00
	Supplies Totals	\$17,200.00	\$22,098.18	\$39,298.18	\$610.85	\$5,459.63	\$2,503.10	\$31,335.45	20%	\$9,610.00
	Services									
5311	Utilities	15,000.00	4,389.72	19,389.72	786.06	7,340.94	2,248.78	9,800.00	49	7,030.00
5321	Professional Training	300.00	.00	300.00	.00	.00	.00	300.00	0	
5322	Conference/Reimb	400.00	289.00	689.00	44.88	30.12	333.88	325.00	53	210.00
5324	Professional Association Dues	150.00	100.00	250.00	.00	.00	100.00	150.00	40	100.00
5339	Misc Contract Services	8,000.00	1,773.47	9,773.47	2,071.79	3,594.54	2,242.72	3,936.21	60	10,760.00
5361	Building Repair/Maintenance	50,000.00	776.07	50,776.07	.00	776.07	.00	50,000.00	2	68,340.00
5391	Postage	2,500.00	.00	2,500.00	.00	.00	.00	2,500.00	0	2,500.00
5395	Printing/Advertising	.00	.00	.00	.00	.00	.00	.00	+++	20.00
	Services Totals	\$76,350.00	\$7,328.26	\$83,678.26	\$2,902.73	\$11,741.67	\$4,925.38	\$67,011.21	20%	\$88,980.00
	EXPENSE TOTALS	\$265,289.00	\$29,426.44	\$294,715.44	\$22,306.75	\$22,028.56	\$56,778.62	\$215,908.26	27%	\$267,560.00
Department 343 - Senior Center Totals		(\$265,289.00)	(\$29,426.44)	(\$294,715.44)	(\$22,306.75)	(\$22,028.56)	(\$56,778.62)	(\$215,908.26)	27%	(\$267,560.00)

Attachment: Departmental Budget-March, 2019 05 09 2019 7 54 08 AM Joni Crawford 46103NCD



Departmental Budget-March, 2019

6.a.a

Fiscal Year to Date 03/31/19

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 344 - Community Events										
EXPENSE										
<i>Personal Services</i>										
5102	Wages-Staff	59,740.00	.00	59,740.00	6,892.80	.00	16,009.70	43,730.30	27	
5105	Overtime	5,000.00	.00	5,000.00	.00	.00	193.86	4,806.14	4	
5109	HSA Employer Funding	4,000.00	.00	4,000.00	.00	.00	4,000.00	.00	100	
5151	PERS Contribution	9,064.00	.00	9,064.00	643.32	.00	1,625.16	7,438.84	18	
5161	Group Insurance	18,922.00	.00	18,922.00	1,628.07	4,794.98	4,777.83	9,349.19	51	
5166	Medicare	939.00	.00	939.00	95.86	.00	225.41	713.59	24	
<i>Personal Services Totals</i>		\$97,665.00	\$0.00	\$97,665.00	\$9,260.05	\$4,794.98	\$26,831.96	\$66,038.06	32%	\$0
<i>Supplies</i>										
5201	Office Supplies	300.00	.00	300.00	.00	300.00	.00	.00	100	
5215	Recreational Supplies	13,310.00	2,000.00	15,310.00	.00	270.00	.00	15,040.00	2	
<i>Supplies Totals</i>		\$13,610.00	\$2,000.00	\$15,610.00	\$0.00	\$570.00	\$0.00	\$15,040.00	4%	\$0
<i>Services</i>										
5303	Community Events	520.00	.00	520.00	.00	.00	.00	520.00	0	
5311	Utilities	840.00	.00	840.00	50.46	549.54	50.46	240.00	71	
5322	Conference/Reimb	1,250.00	.00	1,250.00	70.76	242.24	87.76	920.00	26	
5324	Professional Association Dues	700.00	.00	700.00	.00	.00	115.00	585.00	16	
5339	Misc Contract Services	127,975.00	16,919.60	144,894.60	20,510.68	20,619.32	20,510.68	103,764.60	28	
5395	Printing/Advertising	15,000.00	3,500.00	18,500.00	.00	.00	.00	18,500.00	0	
5399	Other Miscellaneous Services	14,200.00	.00	14,200.00	.00	.00	.00	14,200.00	0	
<i>Services Totals</i>		\$160,485.00	\$20,419.60	\$180,904.60	\$20,631.90	\$21,411.10	\$20,763.90	\$138,729.60	23%	\$0
EXPENSE TOTALS		\$271,760.00	\$22,419.60	\$294,179.60	\$29,891.95	\$26,776.08	\$47,595.86	\$219,807.66	25%	\$0
Department 344 - Community Events Totals		(\$271,760.00)	(\$22,419.60)	(\$294,179.60)	(\$29,891.95)	(\$26,776.08)	(\$47,595.86)	(\$219,807.66)	25%	\$0

Attachment: Departmental Budget-March, 2019 05 09 2019 7 54 08 AM Joni Crawford 46103NCD



Departmental Budget-March, 2019

6.a.a

Fiscal Year to Date 03/31/19

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 448 - Service Department										
EXPENSE										
<i>Personal Services</i>										
5101	Salary-Elected Officials/Director	91,121.00	.00	91,121.00	10,514.40	.00	24,421.18	66,699.82	27	88,241.00
5102	Wages-Staff	317,913.00	.00	317,913.00	33,120.31	.00	77,735.01	240,177.99	24	276,661.00
5105	Overtime	3,000.00	.00	3,000.00	.00	.00	4,470.65	(1,470.65)	149	3,861.00
5106	Longevity	2,500.00	.00	2,500.00	.00	.00	.00	2,500.00	0	1,701.00
5109	HSA Employer Funding	28,000.00	.00	28,000.00	.00	.00	24,000.00	4,000.00	86	23,661.00
5151	PERS Contribution	58,035.00	.00	58,035.00	4,072.19	.00	12,836.01	45,198.99	22	54,101.00
5161	Group Insurance	129,884.00	.00	129,884.00	9,624.31	27,891.10	28,099.69	73,893.21	43	93,751.00
5166	Medicare	6,011.00	.00	6,011.00	605.61	.00	1,482.84	4,528.16	25	5,181.00
<i>Personal Services Totals</i>		\$636,464.00	\$0.00	\$636,464.00	\$57,936.82	\$27,891.10	\$173,045.38	\$435,527.52	32%	\$547,191.00
<i>Supplies</i>										
5201	Office Supplies	1,700.00	95.18	1,795.18	32.42	431.04	154.94	1,209.20	33	1,031.00
5203	Computer Supplies	1,000.00	22.01	1,022.01	.00	22.01	.00	1,000.00	2	971.00
5213	Repair and Maintenance Supplies	18,000.00	2,579.11	20,579.11	804.66	6,376.82	4,802.29	9,400.00	54	10,571.00
5251	MV Gas and Oil	1,500.00	38.53	1,538.53	99.93	900.07	138.46	500.00	68	601.00
<i>Supplies Totals</i>		\$22,200.00	\$2,734.83	\$24,934.83	\$937.01	\$7,729.94	\$5,095.69	\$12,109.20	51%	\$13,191.00
<i>Services</i>										
5301	Boards/Commissions	750.00	.00	750.00	.00	.00	.00	750.00	0	
5302	Street Lighting	260,000.00	13,360.63	273,360.63	17,770.15	166,453.70	52,906.93	54,000.00	80	210,001.00
5303	Community Events	35,000.00	.00	35,000.00	.00	.00	.00	35,000.00	0	29,251.00
5311	Utilities	.00	.00	.00	(19.76)	.00	.00	.00	+++	
5321	Professional Training	500.00	90.00	590.00	.00	.00	90.00	500.00	15	271.00
5322	Conference/Reimb	250.00	.00	250.00	.00	.00	.00	250.00	0	21.00
5325	Educational Assistance	1,500.00	.00	1,500.00	.00	.00	.00	1,500.00	0	
5331	Engineering/Architecture	125,000.00	19,866.77	144,866.77	787.80	27,651.26	5,215.51	112,000.00	23	21,491.00
5339	Misc Contract Services	86,550.00	5,397.42	91,947.42	6,522.62	106,954.85	13,456.16	(28,463.59)	131	45,871.00
5362	Equipment Maintenance	4,000.00	251.95	4,251.95	1,213.29	1,537.25	2,214.74	499.96	88	2,851.00
5367	Streetscape Maintenance	.00	200.00	200.00	.00	200.00	.00	.00	100	72,321.00
5374	Emergency Management Services	40,000.00	2,643.00	42,643.00	.00	2,643.00	36,730.21	3,269.79	92	35,851.00
5391	Postage	500.00	.00	500.00	5.15	.00	20.86	479.14	4	181.00
5395	Printing/Advertising	1,500.00	.00	1,500.00	.00	500.00	.00	1,000.00	33	541.00
5397	Uniform Rental	2,500.00	97.72	2,597.72	.00	1,000.00	97.72	1,500.00	42	1,101.00
5398	Tree/Grass Service	31,000.00	250.00	31,250.00	307.50	7,017.50	732.50	23,500.00	25	21,901.00
5399	Other Miscellaneous Services	1,300.00	.00	1,300.00	.00	50.00	.00	1,250.00	4	1,541.00
<i>Services Totals</i>		\$590,350.00	\$42,157.49	\$632,507.49	\$26,586.75	\$314,007.56	\$111,464.63	\$207,035.30	67%	\$443,231.00
EXPENSE TOTALS		\$1,249,014.00	\$44,892.32	\$1,293,906.32	\$85,460.58	\$349,628.60	\$289,605.70	\$654,672.02	49%	\$1,003,621.00
Department 448 - Service Department Totals		(\$1,249,014.00)	(\$44,892.32)	(\$1,293,906.32)	(\$85,460.58)	(\$349,628.60)	(\$289,605.70)	(\$654,672.02)	49%	(\$1,003,620.00)

Attachment: Departmental Budget-March, 2019 05 09 2019 7 54 08 AM Joni Crawford 46103NCD



Departmental Budget-March, 2019

6.a.a

Fiscal Year to Date 03/31/19

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 479 - Building Department										
	EXPENSE									
	Personal Services									
5101	Salary-Elected Officials/Director	77,559.00	.00	77,559.00	8,949.60	.00	20,786.59	56,772.41	27	74,790.00
5102	Wages-Staff	189,908.00	.00	189,908.00	21,624.01	.00	50,225.12	139,682.88	26	185,220.00
5106	Longevity	600.00	.00	600.00	.00	.00	.00	600.00	0	500.00
5109	HSA Employer Funding	14,000.00	.00	14,000.00	.00	.00	14,000.00	.00	100	14,000.00
5151	PERS Contribution	37,179.00	.00	37,179.00	2,853.56	.00	8,519.70	28,659.30	23	37,280.00
5161	Group Insurance	65,422.00	.00	65,422.00	5,696.64	16,369.87	16,579.66	32,472.47	50	56,030.00
5166	Medicare	3,887.00	.00	3,887.00	426.45	.00	990.29	2,896.71	25	3,640.00
	Personal Services Totals	\$388,555.00	\$0.00	\$388,555.00	\$39,550.26	\$16,369.87	\$111,101.36	\$261,083.77	33%	\$371,480.00
	Supplies									
5201	Office Supplies	2,000.00	150.27	2,150.27	250.16	307.50	613.69	1,229.08	43	670.00
5241	Uniforms-Purchased	3,000.00	.00	3,000.00	143.96	1,500.00	143.96	1,356.04	55	610.00
5251	MV Gas and Oil	5,000.00	166.32	5,166.32	484.06	2,015.94	650.38	2,500.00	52	3,500.00
	Supplies Totals	\$10,000.00	\$316.59	\$10,316.59	\$878.18	\$3,823.44	\$1,408.03	\$5,085.12	51%	\$4,790.00
	Services									
5311	Utilities	5,000.00	373.56	5,373.56	186.99	813.01	560.55	4,000.00	26	2,230.00
5321	Professional Training	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	1,260.00
5322	Conference/Reimb	1,500.00	.00	1,500.00	.00	.00	.00	1,500.00	0	0.00
5323	Publications	1,500.00	.00	1,500.00	.00	1,000.00	.00	500.00	67	310.00
5324	Professional Association Dues	800.00	.00	800.00	.00	.00	160.00	640.00	20	290.00
5331	Engineering/Architecture	1,500.00	.00	1,500.00	.00	.00	.00	1,500.00	0	0.00
5339	Misc Contract Services	20,000.00	4,365.00	24,365.00	.00	11,161.19	3,202.81	10,001.00	59	19,810.00
5362	Equipment Maintenance	6,000.00	508.82	6,508.82	219.63	1,341.11	1,167.71	4,000.00	39	4,250.00
5366	Computer Maintenance	2,000.00	.00	2,000.00	956.00	.00	956.00	1,044.00	48	0.00
5376	County Health Services	35,000.00	9,507.00	44,507.00	3,357.00	13,740.00	5,766.00	25,001.00	44	26,080.00
5391	Postage	1,000.00	.00	1,000.00	30.45	.00	119.74	880.26	12	690.00
5395	Printing/Advertising	3,500.00	.00	3,500.00	315.72	635.28	364.72	2,500.00	29	960.00
5399	Other Miscellaneous Services	500.00	.00	500.00	.00	.00	.00	500.00	0	0.00
	Services Totals	\$83,300.00	\$14,754.38	\$98,054.38	\$5,065.79	\$28,690.59	\$12,297.53	\$57,066.26	42%	\$55,920.00
	Transfers/Other									
5513	Refunds-Permit	.00	.00	.00	350.00	.00	350.00	(350.00)	+++	\$0.00
	Transfers/Other Totals	\$0.00	\$0.00	\$0.00	\$350.00	\$0.00	\$350.00	(\$350.00)	+++	\$0.00
	Capital Purchases									
5631	Furniture and Fixtures	.00	.00	.00	.00	.00	.00	.00	+++	290.00
	Capital Purchases Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$290.00
	EXPENSE TOTALS	\$481,855.00	\$15,070.97	\$496,925.97	\$45,844.23	\$48,883.90	\$125,156.92	\$322,885.15	35%	\$432,500.00
	Department 479 - Building Department Totals	(\$481,855.00)	(\$15,070.97)	(\$496,925.97)	(\$45,844.23)	(\$48,883.90)	(\$125,156.92)	(\$322,885.15)	35%	(\$432,500.00)

Attachment: Departmental Budget-March, 2019 05 09 2019 7 54 08 AM Joni Crawford 46103NCD



Departmental Budget-March, 2019

6.a.a

Fiscal Year to Date 03/31/19

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 522 - Mayor										
	EXPENSE									
	Personal Services									
5101	Salary-Elected Officials/Director	97,803.00	.00	97,803.00	11,284.86	.00	26,331.34	71,471.66	27	97,803.00
5102	Wages-Staff	.00	.00	.00	.00	.00	.00	.00	+++	45,641.00
5105	Overtime	.00	.00	.00	.00	.00	.00	.00	+++	76.00
5109	HSA Employer Funding	4,000.00	.00	4,000.00	.00	.00	4,000.00	.00	100	4,000.00
5151	PERS Contribution	13,692.00	.00	13,692.00	1,053.26	.00	3,472.09	10,219.91	25	20,400.00
5161	Group Insurance	18,700.00	.00	18,700.00	1,591.25	4,755.22	4,704.19	9,240.59	51	28,050.00
5166	Medicare	1,418.00	.00	1,418.00	159.95	.00	373.23	1,044.77	26	2,040.00
	Personal Services Totals	\$135,613.00	\$0.00	\$135,613.00	\$14,089.32	\$4,755.22	\$38,880.85	\$91,976.93	32%	\$198,700.00
	Supplies									
5201	Office Supplies	600.00	.00	600.00	.00	.00	.00	600.00	0	580.00
5203	Computer Supplies	200.00	.00	200.00	.00	.00	.00	200.00	0	200.00
	Supplies Totals	\$800.00	\$0.00	\$800.00	\$0.00	\$0.00	\$0.00	\$800.00	0%	\$580.00
	Services									
5311	Utilities	50.00	256.56	306.56	66.36	756.88	299.68	(750.00)	345	84.00
5322	Conference/Reimb	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	3,390.00
5323	Publications	.00	.00	.00	435.98	164.02	435.98	(600.00)	+++	0.00
5324	Professional Association Dues	700.00	.00	700.00	.00	.00	885.00	(185.00)	126	66.00
5332	Legal Services	30,000.00	9,943.66	39,943.66	2,800.00	14,732.61	10,211.05	15,000.00	62	21,820.00
5339	Misc Contract Services	5,000.00	385.00	5,385.00	.00	.00	385.00	5,000.00	7	330.00
5391	Postage	250.00	.00	250.00	13.30	.00	22.62	227.38	9	7.00
5399	Other Miscellaneous Services	1,000.00	.00	1,000.00	231.30	518.70	231.30	250.00	75	1,440.00
	Services Totals	\$38,000.00	\$10,585.22	\$48,585.22	\$3,546.94	\$16,172.21	\$12,470.63	\$19,942.38	59%	\$28,570.00
	EXPENSE TOTALS	\$174,413.00	\$10,585.22	\$184,998.22	\$17,636.26	\$20,927.43	\$51,351.48	\$112,719.31	39%	\$227,860.00
Department 522 - Mayor Totals		(\$174,413.00)	(\$10,585.22)	(\$184,998.22)	(\$17,636.26)	(\$20,927.43)	(\$51,351.48)	(\$112,719.31)	39%	(\$227,860.00)

Attachment: Departmental Budget-March, 2019 05 09 2019 7 54 AM Joni Crawford 46103NCD



Departmental Budget-March, 2019

6.a.a

Fiscal Year to Date 03/31/19

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 534 - Civil Service Commission										
	EXPENSE									
	Personal Services									
5104	Wages-Part time	59,273.00	.00	59,273.00	8,377.75	.00	18,744.20	40,528.80	32	64,900.00
5151	PERS Contribution	7,780.00	.00	7,780.00	773.46	.00	2,203.50	5,576.50	28	9,310.00
5166	Medicare	859.00	.00	859.00	121.49	.00	271.80	587.20	32	940.00
	Personal Services Totals	\$67,912.00	\$0.00	\$67,912.00	\$9,272.70	\$0.00	\$21,219.50	\$46,692.50	31%	\$75,150.00
	Supplies									
5201	Office Supplies	700.00	230.39	930.39	.00	812.78	117.61	.00	100	150.00
5203	Computer Supplies	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	0.00
5259	Operating Materials and Supplies	900.00	300.00	1,200.00	(18.62)	280.98	50.41	868.61	28	200.00
	Supplies Totals	\$2,600.00	\$530.39	\$3,130.39	(\$18.62)	\$1,093.76	\$168.02	\$1,868.61	40%	\$360.00
	Services									
5321	Professional Training	600.00	.00	600.00	.00	.00	.00	600.00	0	0.00
5322	Conference/Reimb	700.00	.00	700.00	.00	.00	.00	700.00	0	0.00
5332	Legal Services	4,000.00	.00	4,000.00	.00	1,000.00	.00	3,000.00	25	4,220.00
5336	Medical Services/Physical Exams	15,000.00	5,358.00	20,358.00	174.00	6,576.00	6,082.00	7,700.00	62	12,300.00
5339	Misc Contract Services	10,000.00	.00	10,000.00	1,651.00	1,400.00	1,651.00	6,949.00	31	14,220.00
5391	Postage	200.00	.00	200.00	4.00	.00	4.00	196.00	2	0.00
5395	Printing/Advertising	5,000.00	250.00	5,250.00	.00	150.00	1,850.00	3,250.00	38	1,880.00
5399	Other Miscellaneous Services	500.00	.00	500.00	.00	.00	.00	500.00	0	0.00
	Services Totals	\$36,000.00	\$5,608.00	\$41,608.00	\$1,829.00	\$9,126.00	\$9,587.00	\$22,895.00	45%	\$32,630.00
	Capital Purchases									
5631	Furniture and Fixtures	500.00	.00	500.00	.00	.00	.00	500.00	0	0.00
	Capital Purchases Totals	\$500.00	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0%	\$0.00
	EXPENSE TOTALS	\$107,012.00	\$6,138.39	\$113,150.39	\$11,083.08	\$10,219.76	\$30,974.52	\$71,956.11	36%	\$108,160.00
Department 534 - Civil Service Commission Totals		(\$107,012.00)	(\$6,138.39)	(\$113,150.39)	(\$11,083.08)	(\$10,219.76)	(\$30,974.52)	(\$71,956.11)	36%	(\$108,160.00)

Attachment: Departmental Budget-March, 2019 05 09 2019 7 54 08 AM Joni Crawford 46103NCD



Departmental Budget-March, 2019

6.a.a

Fiscal Year to Date 03/31/19

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 545 - City Auditor										
	EXPENSE									
	Personal Services									
5101	Salary-Elected Officials/Director	87,342.00	.00	87,342.00	9,789.42	.00	22,841.98	64,500.02	26	85,621.00
5102	Wages-Staff	159,710.00	.00	159,710.00	18,139.20	.00	42,035.40	117,674.60	26	137,261.00
5104	Wages-Part time	39,065.00	.00	39,065.00	4,219.20	.00	10,722.41	28,342.59	27	41,161.00
5105	Overtime	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	221.00
5106	Longevity	600.00	.00	600.00	.00	.00	.00	600.00	0	501.00
5109	HSA Employer Funding	4,000.00	.00	4,000.00	.00	.00	4,000.00	.00	100	8,001.00
5151	PERS Contribution	39,370.00	.00	39,370.00	3,101.28	.00	9,004.76	30,365.24	23	35,891.00
5161	Group Insurance	20,008.00	.00	20,008.00	1,908.22	5,057.52	5,347.94	9,602.54	52	21,111.00
5166	Medicare	3,915.00	.00	3,915.00	428.87	.00	1,010.21	2,904.79	26	3,681.00
	Personal Services Totals	\$356,010.00	\$0.00	\$356,010.00	\$37,586.19	\$5,057.52	\$94,962.70	\$255,989.78	28%	\$333,461.00
	Supplies									
5201	Office Supplies	2,500.00	763.89	3,263.89	443.74	990.16	523.73	1,750.00	46	431.00
5203	Computer Supplies	3,000.00	755.79	3,755.79	.00	755.79	.00	3,000.00	20	961.00
	Supplies Totals	\$5,500.00	\$1,519.68	\$7,019.68	\$443.74	\$1,745.95	\$523.73	\$4,750.00	32%	\$1,401.00
	Services									
5321	Professional Training	2,650.00	.00	2,650.00	.00	.00	.00	2,650.00	0	871.00
5322	Conference/Reimb	2,800.00	.00	2,800.00	.00	555.72	.00	2,244.28	20	3,101.00
5324	Professional Association Dues	1,000.00	.00	1,000.00	100.00	687.00	400.00	(87.00)	109	631.00
5333	Outside Professional Services	38,000.00	.00	38,000.00	15,400.00	19,200.00	18,800.00	.00	100	35,571.00
5339	Misc Contract Services	15,300.00	16,362.50	31,662.50	.00	31,662.50	.00	.00	100	8,371.00
5362	Equipment Maintenance	1,200.00	151.64	1,351.64	50.17	751.13	150.51	450.00	67	1,041.00
5391	Postage	2,000.00	.00	2,000.00	152.40	.00	565.60	1,434.40	28	1,651.00
5395	Printing/Advertising	2,650.00	.00	2,650.00	.00	.00	.00	2,650.00	0	1,801.00
5399	Other Miscellaneous Services	12,000.00	.00	12,000.00	487.40	1,400.00	1,589.01	9,010.99	25	7,081.00
	Services Totals	\$77,600.00	\$16,514.14	\$94,114.14	\$16,189.97	\$54,256.35	\$21,505.12	\$18,352.67	80%	\$60,151.00
	EXPENSE TOTALS	\$439,110.00	\$18,033.82	\$457,143.82	\$54,219.90	\$61,059.82	\$116,991.55	\$279,092.45	39%	\$395,011.00
Department 545 - City Auditor Totals		(\$439,110.00)	(\$18,033.82)	(\$457,143.82)	(\$54,219.90)	(\$61,059.82)	(\$116,991.55)	(\$279,092.45)	39%	(\$395,011.00)

Attachment: Departmental Budget-March, 2019 05 09 2019 7 54 08 AM Joni Crawford 46103NCD



Departmental Budget-March, 2019

6.a.a

Fiscal Year to Date 03/31/19

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 554 - City Attorney										
	EXPENSE									
	Personal Services									
5101	Salary-Elected Officials/Director	97,803.00	.00	97,803.00	11,284.86	.00	26,331.34	71,471.66	27	97,803.00
5102	Wages-Staff	247,038.00	.00	247,038.00	22,156.80	.00	51,463.14	195,574.86	21	185,761.00
5104	Wages-Part time	87,163.00	.00	87,163.00	10,057.80	.00	23,360.62	63,802.38	27	84,521.00
5106	Longevity	600.00	.00	600.00	.00	.00	.00	600.00	0	500.00
5109	HSA Employer Funding	22,000.00	.00	22,000.00	.00	.00	18,000.00	4,000.00	82	18,000.00
5151	PERS Contribution	60,565.00	.00	60,565.00	4,059.96	.00	12,088.05	48,476.95	20	53,505.00
5161	Group Insurance	103,008.00	.00	103,008.00	7,242.99	20,967.54	21,194.05	60,846.41	41	71,721.00
5166	Medicare	6,273.00	.00	6,273.00	607.64	.00	1,412.83	4,860.17	23	5,171.00
	Personal Services Totals	\$624,450.00	\$0.00	\$624,450.00	\$55,410.05	\$20,967.54	\$153,850.03	\$449,632.43	28%	\$517,000.00
	Supplies									
5201	Office Supplies	2,500.00	.00	2,500.00	455.13	1,062.56	1,137.44	300.00	88	1,490.00
5203	Computer Supplies	400.00	.00	400.00	.00	.00	.00	400.00	0	400.00
5205	Small Tools/Minor Equipment	500.00	.00	500.00	.00	.00	.00	500.00	0	430.00
	Supplies Totals	\$3,400.00	\$0.00	\$3,400.00	\$455.13	\$1,062.56	\$1,137.44	\$1,200.00	65%	\$1,920.00
	Services									
5321	Professional Training	2,500.00	.00	2,500.00	.00	.00	500.00	2,000.00	20	1,000.00
5322	Conference/Reimb	250.00	.00	250.00	.00	.00	.00	250.00	0	250.00
5323	Publications	6,800.00	399.84	7,199.84	399.84	2,411.40	1,199.52	3,588.92	50	6,280.00
5324	Professional Association Dues	2,500.00	.00	2,500.00	.00	910.00	1,047.00	543.00	78	1,230.00
5332	Legal Services	40,000.00	.00	40,000.00	.00	5,520.00	480.00	34,000.00	15	8,210.00
5333	Outside Professional Services	14,504.00	.00	14,504.00	833.34	4,170.66	10,333.34	.00	100	14,504.00
5337	Public Defender	5,000.00	459.90	5,459.90	.00	5,000.00	459.90	.00	100	2,820.00
5339	Misc Contract Services	14,100.00	.00	14,100.00	.00	600.00	1,800.00	11,700.00	17	2,910.00
5341	Court Costs and Fees	300.00	.00	300.00	.00	.00	.00	300.00	0	300.00
5366	Computer Maintenance	250.00	.00	250.00	.00	.00	.00	250.00	0	250.00
5391	Postage	500.00	.00	500.00	58.40	.00	153.66	346.34	31	460.00
5399	Other Miscellaneous Services	2,500.00	498.63	2,998.63	.00	2,998.63	.00	.00	100	2,000.00
	Services Totals	\$89,204.00	\$1,358.37	\$90,562.37	\$1,291.58	\$21,610.69	\$15,973.42	\$52,978.26	42%	\$39,420.00
	EXPENSE TOTALS	\$717,054.00	\$1,358.37	\$718,412.37	\$57,156.76	\$43,640.79	\$170,960.89	\$503,810.69	30%	\$558,360.00
Department 554 - City Attorney Totals		(\$717,054.00)	(\$1,358.37)	(\$718,412.37)	(\$57,156.76)	(\$43,640.79)	(\$170,960.89)	(\$503,810.69)	30%	(\$558,360.00)

Attachment: Departmental Budget-March, 2019 05 09 2019 7 54 08 AM Joni Crawford 46103NCD



Departmental Budget-March, 2019

6.a.a

Fiscal Year to Date 03/31/19

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 571 - City Council										
EXPENSE										
<i>Personal Services</i>										
5101	Salary-Elected Officials/Director	62,162.00	.00	62,162.00	5,179.83	.00	15,539.49	46,622.51	25	62,151.00
5102	Wages-Staff	65,431.00	.00	65,431.00	7,550.40	.00	17,536.74	47,894.26	27	69,661.00
5104	Wages-Part time	22,495.00	.00	22,495.00	2,595.60	.00	5,943.43	16,551.57	26	9,191.00
5106	Longevity	550.00	.00	550.00	.00	.00	.00	550.00	0	.00
5109	HSA Employer Funding	4,000.00	.00	4,000.00	.00	.00	4,000.00	.00	100	4,000.00
5151	PERS Contribution	21,089.00	.00	21,089.00	1,672.14	.00	4,975.46	16,113.54	24	20,171.00
5161	Group Insurance	19,036.00	.00	19,036.00	1,646.13	4,807.78	4,813.95	9,414.27	51	16,311.00
5166	Medicare	2,184.00	.00	2,184.00	213.80	.00	546.14	1,637.86	25	1,971.00
<i>Personal Services Totals</i>		\$196,947.00	\$0.00	\$196,947.00	\$18,857.90	\$4,807.78	\$53,355.21	\$138,784.01	30%	\$183,481.00
<i>Supplies</i>										
5201	Office Supplies	1,500.00	57.57	1,557.57	.00	295.48	262.09	1,000.00	36	961.00
5203	Computer Supplies	500.00	.00	500.00	.00	.00	.00	500.00	0	.00
<i>Supplies Totals</i>		\$2,000.00	\$57.57	\$2,057.57	\$0.00	\$295.48	\$262.09	\$1,500.00	27%	\$961.00
<i>Services</i>										
5321	Professional Training	3,000.00	.00	3,000.00	2,080.00	.00	2,480.00	520.00	83	1,061.00
5322	Conference/Reimb	3,000.00	.00	3,000.00	.00	1,500.00	.00	1,500.00	50	741.00
5323	Publications	100.00	.00	100.00	.00	.00	.00	100.00	0	.00
5324	Professional Association Dues	500.00	.00	500.00	.00	.00	110.00	390.00	22	431.00
5325	Educational Assistance	3,500.00	.00	3,500.00	.00	250.00	2,787.74	462.26	87	2,771.00
5339	Misc Contract Services	43,000.00	1,765.20	44,765.20	.00	9,087.78	11,730.62	23,946.80	47	34,561.00
5391	Postage	300.00	.00	300.00	14.00	.00	35.23	264.77	12	101.00
5395	Printing/Advertising	3,000.00	1,011.44	4,011.44	64.68	2,446.76	64.68	1,500.00	63	1,601.00
5399	Other Miscellaneous Services	6,000.00	.00	6,000.00	.00	.00	.00	6,000.00	0	101.00
<i>Services Totals</i>		\$62,400.00	\$2,776.64	\$65,176.64	\$2,158.68	\$13,284.54	\$17,208.27	\$34,683.83	47%	\$41,391.00
<i>Capital Purchases</i>										
5631	Furniture and Fixtures	.00	.00	.00	.00	.00	.00	.00	+++	251.00
<i>Capital Purchases Totals</i>		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$251.00
EXPENSE TOTALS		\$261,347.00	\$2,834.21	\$264,181.21	\$21,016.58	\$18,387.80	\$70,825.57	\$174,967.84	34%	\$226,091.00
Department 571 - City Council Totals		(\$261,347.00)	(\$2,834.21)	(\$264,181.21)	(\$21,016.58)	(\$18,387.80)	(\$70,825.57)	(\$174,967.84)	34%	(\$226,091.00)

Attachment: Departmental Budget-March, 2019 05 09 2019 7 54 08 AM Joni Crawford 46103NCD



Departmental Budget-March, 2019

6.a.a

Fiscal Year to Date 03/31/19

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 580 - Development Department										
	EXPENSE									
	Personal Services									
5101	Salary-Elected Officials/Director	87,550.00	.00	87,550.00	10,104.00	.00	23,467.32	64,082.68	27	75,171.00
5102	Wages-Staff	115,360.00	.00	115,360.00	13,312.80	.00	30,920.31	84,439.69	27	87,141.00
5104	Wages-Part time	20,000.00	.00	20,000.00	.00	.00	.00	20,000.00	0	20,000.00
5109	HSA Employer Funding	10,000.00	.00	10,000.00	.00	.00	10,000.00	.00	100	9,330.00
5151	PERS Contribution	31,207.00	.00	31,207.00	2,185.58	.00	6,489.50	24,717.50	21	22,620.00
5161	Group Insurance	45,914.00	.00	45,914.00	4,046.96	11,558.86	11,758.60	22,596.54	51	31,080.00
5166	Medicare	3,232.00	.00	3,232.00	326.22	.00	757.52	2,474.48	23	2,270.00
	Personal Services Totals	\$313,263.00	\$0.00	\$313,263.00	\$29,975.56	\$11,558.86	\$83,393.25	\$218,310.89	30%	\$227,641.00
	Supplies									
5201	Office Supplies	3,500.00	250.00	3,750.00	185.67	1,418.03	155.85	2,176.12	42	2,840.00
5203	Computer Supplies	250.00	.00	250.00	.00	.00	.00	250.00	0	250.00
	Supplies Totals	\$3,750.00	\$250.00	\$4,000.00	\$185.67	\$1,418.03	\$155.85	\$2,426.12	39%	\$2,840.00
	Services									
5301	Boards/Commissions	6,000.00	40.32	6,040.32	.00	750.00	40.32	5,250.00	13	1,100.00
5311	Utilities	1,750.00	202.62	1,952.62	101.43	1,198.57	304.05	450.00	77	1,210.00
5321	Professional Training	1,500.00	.00	1,500.00	.00	.00	.00	1,500.00	0	1,500.00
5322	Conference/Reimb	10,000.00	.00	10,000.00	514.30	5,712.67	2,489.33	1,798.00	82	2,700.00
5323	Publications	500.00	.00	500.00	.00	110.00	95.00	295.00	41	295.00
5324	Professional Association Dues	3,500.00	.00	3,500.00	.00	.00	1,000.00	2,500.00	29	1,130.00
5325	Educational Assistance	3,000.00	.00	3,000.00	.00	.00	.00	3,000.00	0	1,040.00
5331	Engineering/Architecture	30,000.00	222.42	30,222.42	1,532.50	28,689.92	1,532.50	.00	100	2,770.00
5332	Legal Services	10,000.00	9,900.00	19,900.00	.00	19,900.00	.00	.00	100	4,110.00
5339	Misc Contract Services	217,000.00	6,085.00	223,085.00	12,330.32	137,938.86	20,428.14	64,718.00	71	191,210.00
5391	Postage	1,000.00	.00	1,000.00	1.90	.00	3.05	996.95	0	220.00
5395	Printing/Advertising	5,000.00	.00	5,000.00	.00	3,000.00	.00	2,000.00	60	2,000.00
5399	Other Miscellaneous Services	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	970.00
	Services Totals	\$290,250.00	\$16,450.36	\$306,700.36	\$14,480.45	\$197,300.02	\$25,892.39	\$83,507.95	73%	\$206,500.00
	Capital Purchases									
5631	Furniture and Fixtures	5,000.00	.00	5,000.00	2,640.35	1,367.65	3,632.35	.00	100	5,000.00
	Capital Purchases Totals	\$5,000.00	\$0.00	\$5,000.00	\$2,640.35	\$1,367.65	\$3,632.35	\$0.00	100%	\$5,000.00
	EXPENSE TOTALS	\$612,263.00	\$16,700.36	\$628,963.36	\$47,282.03	\$211,644.56	\$113,073.84	\$304,244.96	52%	\$436,990.00
Department 580 - Development Department Totals		(\$612,263.00)	(\$16,700.36)	(\$628,963.36)	(\$47,282.03)	(\$211,644.56)	(\$113,073.84)	(\$304,244.96)	52%	(\$436,990.00)

Attachment: Departmental Budget-March, 2019 05 09 2019 7 54 08 AM Joni Crawford 46103NCD



Departmental Budget-March, 2019

6.a.a

Fiscal Year to Date 03/31/19

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 582 - Human Resources Department										
	EXPENSE									
	Personal Services									
5101	Salary-Elected Officials/Director	85,850.00	.00	85,850.00	9,904.80	.00	23,005.82	62,844.18	27	83,140
5104	Wages-Part time	20,000.00	.00	20,000.00	.00	.00	.00	20,000.00	0	
5106	Longevity	550.00	.00	550.00	.00	.00	.00	550.00	0	450
5109	HSA Employer Funding	2,000.00	.00	2,000.00	.00	.00	2,000.00	.00	100	2,000
5151	PERS Contribution	14,896.00	.00	14,896.00	924.44	.00	2,745.16	12,150.84	18	12,090
5161	Group Insurance	7,774.00	.00	7,774.00	772.03	2,129.63	2,165.35	3,479.02	55	7,330
5166	Medicare	1,543.00	.00	1,543.00	141.38	.00	328.36	1,214.64	21	1,190
	Personal Services Totals	\$132,613.00	\$0.00	\$132,613.00	\$11,742.65	\$2,129.63	\$30,244.69	\$100,238.68	24%	\$106,210
	Supplies									
5201	Office Supplies	800.00	196.56	996.56	22.10	319.15	77.41	600.00	40	450
5203	Computer Supplies	200.00	.00	200.00	.00	.00	.00	200.00	0	70
5208	OSHA Supplies	14,000.00	683.68	14,683.68	701.70	3,195.86	3,932.82	7,555.00	49	12,130
	Supplies Totals	\$15,000.00	\$880.24	\$15,880.24	\$723.80	\$3,515.01	\$4,010.23	\$8,355.00	47%	\$12,660
	Services									
5321	Professional Training	.00	.00	.00	.00	.00	.00	.00	+++	590
5322	Conference/Reimb	.00	.00	.00	.00	.00	.00	.00	+++	170
5323	Publications	400.00	.00	400.00	.00	.00	307.80	92.20	77	270
5324	Professional Association Dues	500.00	.00	500.00	.00	2,019.00	665.00	(2,184.00)	537	790
5336	Medical Services/Physical Exams	3,000.00	105.66	3,105.66	69.00	1,736.30	269.36	1,100.00	65	2,190
5339	Misc Contract Services	5,000.00	.00	5,000.00	.00	.00	.00	5,000.00	0	2,490
5391	Postage	200.00	.00	200.00	17.10	.00	24.01	175.99	12	150
5399	Other Miscellaneous Services	19,000.00	2,512.53	21,512.53	1,798.98	773.59	5,138.94	15,600.00	27	21,260
	Services Totals	\$28,100.00	\$2,618.19	\$30,718.19	\$1,885.08	\$4,528.89	\$6,405.11	\$19,784.19	36%	\$27,940
	Capital Purchases									
5631	Furniture and Fixtures	500.00	.00	500.00	.00	.00	.00	500.00	0	
	Capital Purchases Totals	\$500.00	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0%	\$0
	EXPENSE TOTALS	\$176,213.00	\$3,498.43	\$179,711.43	\$14,351.53	\$10,173.53	\$40,660.03	\$128,877.87	28%	\$146,820
Department 582 - Human Resources Department Totals		(\$176,213.00)	(\$3,498.43)	(\$179,711.43)	(\$14,351.53)	(\$10,173.53)	(\$40,660.03)	(\$128,877.87)	28%	(\$146,820)



Departmental Budget-March, 2019

6.a.a

Fiscal Year to Date 03/31/19

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 584 - Computer Department										
	EXPENSE									
	Supplies									
5201	Office Supplies	250.00	.00	250.00	.00	157.30	92.70	.00	100	9,141.00
5203	Computer Supplies	12,750.00	.00	12,750.00	298.99	2,995.55	2,004.45	7,750.00	39	14,041.00
	Supplies Totals	\$13,000.00	\$0.00	\$13,000.00	\$298.99	\$3,152.85	\$2,097.15	\$7,750.00	40%	\$14,141.00
	Services									
5311	Utilities	800.00	.00	800.00	.00	.00	.00	800.00	0	155,741.00
5339	Misc Contract Services	161,000.00	.00	161,000.00	.00	118,050.00	37,950.00	5,000.00	97	155,741.00
5366	Computer Maintenance	242,800.00	557.21	243,357.21	68,642.65	141,477.25	101,374.81	505.15	100	152,391.00
	Services Totals	\$404,600.00	\$557.21	\$405,157.21	\$68,642.65	\$259,527.25	\$139,324.81	\$6,305.15	98%	\$308,131.00
	Capital Purchases									
5631	Furniture and Fixtures	.00	.00	.00	.00	.00	.00	.00	+++	19,581.00
5639	Other Equipment	317,000.00	6,398.72	323,398.72	44,083.95	92,179.28	50,482.67	180,736.77	44	88,471.00
	Capital Purchases Totals	\$317,000.00	\$6,398.72	\$323,398.72	\$44,083.95	\$92,179.28	\$50,482.67	\$180,736.77	44%	\$108,061.00
	EXPENSE TOTALS	\$734,600.00	\$6,955.93	\$741,555.93	\$113,025.59	\$354,859.38	\$191,904.63	\$194,791.92	74%	\$430,331.00
Department 584 - Computer Department Totals		(\$734,600.00)	(\$6,955.93)	(\$741,555.93)	(\$113,025.59)	(\$354,859.38)	(\$191,904.63)	(\$194,791.92)	74%	(\$430,331.00)

Attachment: Departmental Budget-March, 2019 05 09 2019 7 54 08 AM Joni Crawford 46103NCD



Departmental Budget-March, 2019

6.a.a

Fiscal Year to Date 03/31/19

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 593 - Clerk of Courts										
	EXPENSE									
	Personal Services									
5101	Salary-Elected Officials/Director	71,375.00	.00	71,375.00	7,946.40	.00	18,456.99	52,918.01	26	69,290.00
5102	Wages-Staff	86,765.00	.00	86,765.00	9,549.60	.00	26,906.91	59,858.09	31	83,400.00
5104	Wages-Part time	25,867.00	.00	25,867.00	2,984.40	.00	6,931.81	18,935.19	27	21,420.00
5106	Longevity	600.00	.00	600.00	.00	.00	.00	600.00	0	950.00
5109	HSA Employer Funding	12,000.00	.00	12,000.00	.00	.00	12,000.00	.00	100	8,000.00
5151	PERS Contribution	25,061.00	.00	25,061.00	1,897.03	.00	6,149.28	18,911.72	25	24,710.00
5161	Group Insurance	56,771.00	.00	56,771.00	4,994.95	14,498.17	14,764.31	27,508.52	52	34,240.00
5166	Medicare	2,677.00	.00	2,677.00	281.34	.00	721.80	1,955.20	27	2,480.00
	Personal Services Totals	\$281,116.00	\$0.00	\$281,116.00	\$27,653.72	\$14,498.17	\$85,931.10	\$180,686.73	36%	\$244,520.00
	Supplies									
5201	Office Supplies	4,500.00	167.93	4,667.93	390.13	2,089.30	578.63	2,000.00	57	1,910.00
	Supplies Totals	\$4,500.00	\$167.93	\$4,667.93	\$390.13	\$2,089.30	\$578.63	\$2,000.00	57%	\$1,910.00
	Services									
5321	Professional Training	500.00	.00	500.00	.00	.00	.00	500.00	0	
5322	Conference/Reimb	250.00	.00	250.00	.00	.00	.00	250.00	0	
5323	Publications	450.00	.00	450.00	58.44	191.56	58.44	200.00	56	600.00
5324	Professional Association Dues	350.00	.00	350.00	.00	.00	.00	350.00	0	
5332	Legal Services	56,000.00	7,000.00	63,000.00	4,000.00	50,000.00	14,000.00	(1,000.00)	102	50,000.00
5339	Misc Contract Services	1,000.00	220.00	1,220.00	60.00	1,470.00	250.00	(500.00)	141	540.00
5344	Witness Fees	250.00	.00	250.00	.00	.00	24.00	226.00	10	160.00
5362	Equipment Maintenance	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	
5377	Municipal Court	20,000.00	8,468.00	28,468.00	.00	23,468.00	.00	5,000.00	82	6,530.00
5391	Postage	1,800.00	.00	1,800.00	88.60	.00	289.38	1,510.62	16	970.00
5393	L.E.A.D.S Terminal	600.00	.00	600.00	.00	.00	600.00	.00	100	600.00
5399	Other Miscellaneous Services	2,400.00	90.00	2,490.00	45.00	955.00	260.00	1,275.00	49	490.00
	Services Totals	\$84,600.00	\$15,778.00	\$100,378.00	\$4,252.04	\$76,084.56	\$15,481.82	\$8,811.62	91%	\$59,370.00
	EXPENSE TOTALS	\$370,216.00	\$15,945.93	\$386,161.93	\$32,295.89	\$92,672.03	\$101,991.55	\$191,498.35	50%	\$305,820.00
Department 593 - Clerk of Courts Totals		(\$370,216.00)	(\$15,945.93)	(\$386,161.93)	(\$32,295.89)	(\$92,672.03)	(\$101,991.55)	(\$191,498.35)	50%	(\$305,820.00)

Attachment: Departmental Budget-March, 2019 05 09 2019 7 54 08 AM Joni Crawford 46103NCD



Departmental Budget-March, 2019

6.a.a

Fiscal Year to Date 03/31/19

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 110 - General Fund										
Department 595 - General and Administrative										
EXPENSE										
<i>Personal Services</i>										
5164	Workers Compensation	251,165.00	208,372.00	459,537.00	17,068.00	.00	181,418.00	278,119.00	39	237,390
5165	Unemployment Compensation	25,000.00	.00	25,000.00	.00	9,114.00	886.00	15,000.00	40	8,590
<i>Personal Services Totals</i>		\$276,165.00	\$208,372.00	\$484,537.00	\$17,068.00	\$9,114.00	\$182,304.00	\$293,119.00	40%	\$245,980
<i>Supplies</i>										
5202	Photo Copy Supplies	3,500.00	545.30	4,045.30	401.60	1,701.30	844.00	1,500.00	63	2,150
<i>Supplies Totals</i>		\$3,500.00	\$545.30	\$4,045.30	\$401.60	\$1,701.30	\$844.00	\$1,500.00	63%	\$2,150
<i>Services</i>										
5301	Boards/Commissions	15,500.00	1,255.55	16,755.55	826.21	1,843.36	3,412.19	11,500.00	31	12,130
5311	Utilities	195,000.00	22,809.46	217,809.46	21,387.76	109,595.06	45,417.85	62,796.55	71	148,980
5324	Professional Association Dues	26,000.00	.00	26,000.00	.00	15,920.73	10,944.20	(864.93)	103	25,120
5351	Liability Insurance Deductible	185,000.00	.00	185,000.00	9,309.00	414.00	127,432.50	57,153.50	69	113,730
5352	Motor Vehicle Insurance	50,000.00	.00	50,000.00	.00	.00	35,738.00	14,262.00	71	28,690
5353	Employee Fidelity Bond	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	1,170
5361	Building Repair/Maintenance	65,000.00	23,049.03	88,049.03	246.59	22,512.83	29,742.54	35,793.66	59	34,170
5362	Equipment Maintenance	2,500.00	.00	2,500.00	30.01	1,969.99	30.01	500.00	80	100
5371	Election Expense	40,000.00	.00	40,000.00	.00	.00	.00	40,000.00	0	35,080
5372	Delinquent Tax Advertising	1,000.00	.00	1,000.00	5.45	.00	5.45	994.55	1	0
5373	Auditor/Treasurer Fees	8,500.00	.00	8,500.00	2,516.32	.00	2,516.32	5,983.68	30	4,360
5391	Postage	8,500.00	525.66	9,025.66	2,998.74	1,974.34	1,331.72	5,719.60	37	2,540
5394	Taxes/Assessments-City Property	60,000.00	.00	60,000.00	.00	30,587.52	29,412.48	.00	100	30,200
5399	Other Miscellaneous Services	10,000.00	.00	10,000.00	.00	.00	.00	10,000.00	0	1,200
<i>Services Totals</i>		\$669,000.00	\$47,639.70	\$716,639.70	\$37,320.08	\$184,817.83	\$285,983.26	\$245,838.61	66%	\$437,440
<i>Capital Purchases</i>										
5611	Buildings	.00	167,431.35	167,431.35	.00	52,549.04	114,882.31	.00	100	118,130
5631	Furniture and Fixtures	1,500.00	.00	1,500.00	.00	.00	.00	1,500.00	0	0
5639	Other Equipment	15,000.00	3,708.96	18,708.96	5,132.39	10,516.86	6,162.10	2,030.00	89	12,290
<i>Capital Purchases Totals</i>		\$16,500.00	\$171,140.31	\$187,640.31	\$5,132.39	\$63,065.90	\$121,044.41	\$3,530.00	98%	\$130,420
EXPENSE TOTALS		\$965,165.00	\$427,697.31	\$1,392,862.31	\$59,922.07	\$258,699.03	\$590,175.67	\$543,987.61	61%	\$816,010
Department 595 - General and Administrative Totals		(\$965,165.00)	(\$427,697.31)	(\$1,392,862.31)	(\$59,922.07)	(\$258,699.03)	(\$590,175.67)	(\$543,987.61)	61%	(\$816,010)

Attachment: Departmental Budget-March, 2019 05_09_2019 7_54_08 AM Joni Crawford_46103NCD



Departmental Budget-March, 2019

6.a.a

Fiscal Year to Date 03/31/19

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund 110 - General Fund										
Department 810 - Public Health and Welfare										
	EXPENSE									
	Services									
5376	County Health Services	319,733.00	.00	319,733.00	159,866.18	.00	159,866.18	159,866.82	50	302,551.18
	Services Totals	\$319,733.00	\$0.00	\$319,733.00	\$159,866.18	\$0.00	\$159,866.18	\$159,866.82	50%	\$302,551.18
	EXPENSE TOTALS	\$319,733.00	\$0.00	\$319,733.00	\$159,866.18	\$0.00	\$159,866.18	\$159,866.82	50%	\$302,551.18
Department 810 - Public Health and Welfare Totals		(\$319,733.00)	\$0.00	(\$319,733.00)	(\$159,866.18)	\$0.00	(\$159,866.18)	(\$159,866.82)	50%	(\$302,551.18)
Fund 110 - General Fund Totals		\$20,397,489.00	\$1,134,096.90	\$21,531,585.90	\$2,036,349.65	\$3,424,207.73	\$5,618,060.97	\$12,489,317.20		\$17,890,060.97

Attachment: Departmental Budget-March, 2019 05 09 2019 7 54 AM Joni Crawford_46103NCD



Departmental Budget-March, 2019

6.a.a

Fiscal Year to Date 03/31/19

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund 220 - Income Tax Fund										
Department 000 - General										
	EXPENSE									
	Transfers/Other									
5000	Contingency Reserve	.00	.00	.00	.00	2,861,532.07	.00	(2,861,532.07)	+++	
	Transfers/Other Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$2,861,532.07	\$0.00	(\$2,861,532.07)	+++	\$0.00
	EXPENSE TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$2,861,532.07	\$0.00	(\$2,861,532.07)	+++	\$0.00
Department 000 - General	Totals	\$0.00	\$0.00	\$0.00	\$0.00	(\$2,861,532.07)	\$0.00	\$2,861,532.07	+++	\$0.00

Attachment: Departmental Budget-March, 2019 05_09_2019 7_54_08 AM Joni Crawford_46103NCD



Departmental Budget-March, 2019

6.a.a

Fiscal Year to Date 03/31/19

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 220 - Income Tax Fund										
Department 564 - Income Tax Division										
	EXPENSE									
	Personal Services									
5101	Salary-Elected Officials/Director	56,160.00	.00	56,160.00	6,480.00	.00	14,948.08	41,211.92	27	59,741.00
5106	Longevity	700.00	.00	700.00	.00	.00	.00	700.00	0	600.00
5109	HSA Employer Funding	2,000.00	.00	2,000.00	.00	.00	2,000.00	.00	100	2,000.00
5151	PERS Contribution	7,961.00	.00	7,961.00	504.00	.00	1,660.35	6,300.65	21	9,021.00
5161	Group Insurance	8,140.00	.00	8,140.00	748.49	2,101.40	2,118.27	3,920.33	52	7,191.00
5164	Workers Compensation	1,907.00	.00	1,907.00	.00	.00	1,907.00	.00	100	2,221.00
	Personal Services Totals	\$76,868.00	\$0.00	\$76,868.00	\$7,732.49	\$2,101.40	\$22,633.70	\$52,132.90	32%	\$80,791.00
	Supplies									
5201	Office Supplies	250.00	.00	250.00	.00	250.00	.00	.00	100	200.00
5203	Computer Supplies	350.00	.00	350.00	.00	350.00	.00	.00	100	350.00
	Supplies Totals	\$600.00	\$0.00	\$600.00	\$0.00	\$600.00	\$0.00	\$0.00	100%	\$550.00
	Services									
5322	Conference/Reimb	1,000.00	.00	1,000.00	.00	350.00	.00	650.00	35	471.00
5323	Publications	200.00	.00	200.00	.00	200.00	.00	.00	100	200.00
5324	Professional Association Dues	525.00	.00	525.00	.00	25.00	.00	500.00	5	525.00
5339	Misc Contract Services	15,000.00	.00	15,000.00	.00	.00	.00	15,000.00	0	59,760.00
5353	Employee Fidelity Bond	75.00	.00	75.00	.00	75.00	.00	.00	100	75.00
5362	Equipment Maintenance	300.00	50.55	350.55	16.72	250.39	50.16	50.00	86	190.00
5373	Auditor/Treasurer Fees	3,000.00	.00	3,000.00	387.46	.00	387.46	2,612.54	13	910.00
5379	Other Governmental Billings	10,000.00	.00	10,000.00	477.36	.00	2,597.24	7,402.76	26	6,300.00
5391	Postage	600.00	.00	600.00	13.70	.00	59.68	540.32	10	140.00
	Services Totals	\$30,700.00	\$50.55	\$30,750.55	\$895.24	\$900.39	\$3,094.54	\$26,755.62	13%	\$67,871.00
	Transfers/Other									
5519	Miscellaneous Costs	6,000.00	.00	6,000.00	585.00	.00	2,537.06	3,462.94	42	1,221.00
5529	Miscellaneous Distributions	800,000.00	.00	800,000.00	65,820.42	.00	174,288.26	625,711.74	22	418,860.00
5530	Enterprise Zone Payment	1,500,000.00	.00	1,500,000.00	377,844.22	522,355.45	377,402.57	600,241.98	60	1,500,000.00
	Transfers/Other Totals	\$2,306,000.00	\$0.00	\$2,306,000.00	\$444,249.64	\$522,355.45	\$554,227.89	\$1,229,416.66	47%	\$420,090.00
	Capital Purchases									
5639	Other Equipment	.00	.00	.00	.00	.00	.00	.00	+++	2,090.00
	Capital Purchases Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$2,090.00
	EXPENSE TOTALS	\$2,414,168.00	\$50.55	\$2,414,218.55	\$452,877.37	\$525,957.24	\$579,956.13	\$1,308,305.18	46%	\$571,411.00
	Department 564 - Income Tax Division Totals	(\$2,414,168.00)	(\$50.55)	(\$2,414,218.55)	(\$452,877.37)	(\$525,957.24)	(\$579,956.13)	(\$1,308,305.18)	46%	(\$571,411.00)
	Fund 220 - Income Tax Fund Totals	\$2,414,168.00	\$50.55	\$2,414,218.55	\$452,877.37	\$3,387,489.31	\$579,956.13	(\$1,553,226.89)		\$571,411.00

Attachment: Departmental Budget-March, 2019 05 09 2019 7 54 08 AM Joni Crawford 46103NCD



Departmental Budget-March, 2019

6.a.a

Fiscal Year to Date 03/31/19

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 260 - Street Fund										
Department 268 - Street Department										
	EXPENSE									
	Personal Services									
5101	Salary-Elected Officials/Director	72,952.00	.00	72,952.00	8,416.80	.00	19,549.59	53,402.41	27	70,641.00
5102	Wages-Staff	339,316.00	.00	339,316.00	38,353.27	.00	89,126.73	250,189.27	26	318,300.00
5105	Overtime	28,000.00	.00	28,000.00	3,740.14	.00	17,264.82	10,735.18	62	25,170.00
5106	Longevity	3,450.00	.00	3,450.00	.00	.00	.00	3,450.00	0	2,500.00
5109	HSA Employer Funding	25,000.00	.00	25,000.00	.00	.00	21,000.00	4,000.00	84	22,910.00
5151	PERS Contribution	62,121.00	.00	62,121.00	4,963.99	.00	14,339.17	47,781.83	23	57,890.00
5161	Group Insurance	113,609.00	.00	113,609.00	8,724.69	24,803.14	25,180.35	63,625.51	44	88,610.00
5164	Workers Compensation	14,881.00	.00	14,881.00	.00	.00	14,881.00	.00	100	14,550.00
5166	Medicare	6,434.00	.00	6,434.00	709.55	.00	1,770.75	4,663.25	28	5,860.00
	Personal Services Totals	\$665,763.00	\$0.00	\$665,763.00	\$64,908.44	\$24,803.14	\$203,112.41	\$437,847.45	34%	\$606,470.00
	Supplies									
5201	Office Supplies	2,700.00	120.48	2,820.48	516.65	1,629.79	530.35	660.34	77	2,120.00
5203	Computer Supplies	1,800.00	.00	1,800.00	.00	800.00	.00	1,000.00	44	200.00
5205	Small Tools/Minor Equipment	1,500.00	.00	1,500.00	.00	494.78	305.22	700.00	53	390.00
5213	Repair and Maintenance Supplies	500.00	97.19	597.19	65.87	214.13	163.06	220.00	63	170.00
5241	Uniforms-Purchased	2,000.00	365.60	2,365.60	.00	600.00	365.60	1,400.00	41	2,170.00
5251	MV Gas and Oil	38,000.00	1,636.19	39,636.19	7,645.76	12,354.24	9,281.95	18,000.00	55	26,250.00
5252	Aggregates	17,000.00	753.20	17,753.20	4,190.20	7,743.80	8,009.40	2,000.00	89	13,220.00
5253	Ice Control	140,000.00	.00	140,000.00	27,653.50	37,346.50	27,653.50	75,000.00	46	25,270.00
5259	Operating Materials and Supplies	90,000.00	13,673.41	103,673.41	12,325.85	43,330.16	28,724.60	31,618.65	70	63,370.00
	Supplies Totals	\$293,500.00	\$16,646.07	\$310,146.07	\$52,397.83	\$104,513.40	\$75,033.68	\$130,598.99	58%	\$133,210.00
	Services									
5311	Utilities	19,000.00	1,771.44	20,771.44	1,264.88	10,601.82	4,299.62	5,870.00	72	12,540.00
5313	Traffic Light Current	12,000.00	460.78	12,460.78	421.67	5,152.26	1,308.52	6,000.00	52	5,180.00
5321	Professional Training	500.00	.00	500.00	.00	.00	89.00	411.00	18	70.00
5322	Conference/Reimb	200.00	.00	200.00	.00	.00	.00	200.00	0	0.00
5324	Professional Association Dues	130.00	.00	130.00	25.00	.00	25.00	105.00	19	60.00
5331	Engineering/Architecture	14,000.00	.00	14,000.00	.00	5,000.00	.00	9,000.00	36	5,300.00
5339	Misc Contract Services	36,500.00	1,305.30	37,805.30	468.60	14,421.40	2,715.90	20,668.00	45	34,520.00
5351	Liability Insurance Deductible	9,600.00	.00	9,600.00	.00	.00	7,534.25	2,065.75	78	9,560.00
5352	Motor Vehicle Insurance	10,600.00	.00	10,600.00	.00	.00	9,600.00	1,000.00	91	10,600.00
5361	Building Repair/Maintenance	10,000.00	.00	10,000.00	.00	3,000.00	.00	7,000.00	30	12,440.00
5365	Utility Line Repair/Maintenance	30,000.00	315.34	30,315.34	.00	14,000.00	315.34	16,000.00	47	12,840.00
5391	Postage	100.00	.00	100.00	15.50	.00	16.50	83.50	16	0.00
5397	Uniform Rental	2,000.00	123.78	2,123.78	262.67	1,431.60	654.19	37.99	98	1,900.00
5399	Other Miscellaneous Services	1,000.00	.00	1,000.00	80.00	455.25	364.75	180.00	82	760.00
	Services Totals	\$145,630.00	\$3,976.64	\$149,606.64	\$2,538.32	\$54,062.33	\$26,923.07	\$68,621.24	54%	\$105,820.00

Attachment: Departmental Budget-March, 2019 05 09 2019 7 54 08 AM Joni Crawford 46103NCD



Departmental Budget-March, 2019

6.a.a

Fiscal Year to Date 03/31/19

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 260 - Street Fund										
Department 268 - Street Department										
	EXPENSE									
	Capital Purchases									
5611	Buildings	.00	.00	.00	.00	.00	.00	.00	+++	156,177
5632	Motor Vehicles	145,000.00	.00	145,000.00	.00	145,000.00	.00	.00	100	350,151
5633	Machinery and Equipment	.00	24,842.45	24,842.45	.00	24,842.45	.00	.00	100	36,331
5639	Other Equipment	4,600.00	.00	4,600.00	.00	.00	.00	4,600.00	0	10,501
	Capital Purchases Totals	\$149,600.00	\$24,842.45	\$174,442.45	\$0.00	\$169,842.45	\$0.00	\$4,600.00	97%	\$553,179
	EXPENSE TOTALS	\$1,254,493.00	\$45,465.16	\$1,299,958.16	\$119,844.59	\$353,221.32	\$305,069.16	\$641,667.68	51%	\$1,398,696
Department 268 - Street Department Totals		(\$1,254,493.00)	(\$45,465.16)	(\$1,299,958.16)	(\$119,844.59)	(\$353,221.32)	(\$305,069.16)	(\$641,667.68)	51%	(\$1,398,696)
Fund 260 - Street Fund Totals		\$1,254,493.00	\$45,465.16	\$1,299,958.16	\$119,844.59	\$353,221.32	\$305,069.16	\$641,667.68		\$1,398,696

Attachment: Departmental Budget-March, 2019 05 09 2019 7 54 08 AM Joni Crawford 46103NCD



Departmental Budget-March, 2019

6.a.a

Fiscal Year to Date 03/31/19

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 270 - State Highway Fund										
Department 268 - Street Department										
	EXPENSE									
	Supplies									
5253	Ice Control	60,000.00	.00	60,000.00	24,643.50	.00	59,974.53	25.47	100	65,000.00
5259	Operating Materials and Supplies	10,000.00	678.00	10,678.00	.00	6,000.00	678.00	4,000.00	63	8,460.00
	Supplies Totals	\$70,000.00	\$678.00	\$70,678.00	\$24,643.50	\$6,000.00	\$60,652.53	\$4,025.47	94%	\$73,470.00
	Services									
5313	Traffic Light Current	12,000.00	515.67	12,515.67	472.43	6,045.54	1,470.13	5,000.00	60	6,020.00
5339	Misc Contract Services	3,000.00	.00	3,000.00	.00	1,500.00	.00	1,500.00	50	
5365	Utility Line Repair/Maintenance	9,000.00	.00	9,000.00	.00	8,694.38	.00	305.62	97	12,820.00
	Services Totals	\$24,000.00	\$515.67	\$24,515.67	\$472.43	\$16,239.92	\$1,470.13	\$6,805.62	72%	\$18,850.00
	EXPENSE TOTALS	\$94,000.00	\$1,193.67	\$95,193.67	\$25,115.93	\$22,239.92	\$62,122.66	\$10,831.09	89%	\$92,320.00
Department 268 - Street Department Totals		(\$94,000.00)	(\$1,193.67)	(\$95,193.67)	(\$25,115.93)	(\$22,239.92)	(\$62,122.66)	(\$10,831.09)	89%	(\$92,320.00)
Fund 270 - State Highway Fund Totals		\$94,000.00	\$1,193.67	\$95,193.67	\$25,115.93	\$22,239.92	\$62,122.66	\$10,831.09		\$92,320.00

Attachment: Departmental Budget-March, 2019 05 09 2019 7 54 08 AM Joni Crawford 46103NCD



Departmental Budget-March, 2019

6.a.a

Fiscal Year to Date 03/31/19

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund 290 - Law Enforcement Fund										
Department 111 - Police Division										
	EXPENSE									
	Transfers/Other									
5529	Miscellaneous Distributions	.00	397.76	397.76	.00	.00	1,213.26	(815.50)	305	47,222
	Transfers/Other Totals	\$0.00	\$397.76	\$397.76	\$0.00	\$0.00	\$1,213.26	(\$815.50)	305%	\$47,222
	Capital Purchases									
5632	Motor Vehicles	.00	19,679.50	19,679.50	.00	.00	19,679.50	.00	100	
	Capital Purchases Totals	\$0.00	\$19,679.50	\$19,679.50	\$0.00	\$0.00	\$19,679.50	\$0.00	100%	\$19,679.50
	EXPENSE TOTALS	\$0.00	\$20,077.26	\$20,077.26	\$0.00	\$0.00	\$20,892.76	(\$815.50)	104%	\$47,222
	Department 111 - Police Division Totals	\$0.00	(\$20,077.26)	(\$20,077.26)	\$0.00	\$0.00	(\$20,892.76)	\$815.50	104%	(\$47,224)
	Fund 290 - Law Enforcement Fund Totals	\$0.00	\$20,077.26	\$20,077.26	\$0.00	\$0.00	\$20,892.76	(\$815.50)		\$47,222

Attachment: Departmental Budget-March, 2019 05 09 2019 7 54 08 AM Joni Crawford 46103NCD



Departmental Budget-March, 2019

6.a.a

Fiscal Year to Date 03/31/19

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 710 - Water Fund										
Department 735 - Water Division										
	EXPENSE									
	Personal Services									
5101	Salary-Elected Officials/Director	37,618.00	.00	37,618.00	4,340.49	.00	10,083.70	27,534.30	27	36,481.00
5102	Wages-Staff	231,202.00	.00	231,202.00	26,397.63	.00	61,309.35	169,892.65	27	222,411.00
5105	Overtime	15,400.00	.00	15,400.00	1,535.56	.00	10,689.65	4,710.35	69	25,051.00
5106	Longevity	1,150.00	.00	1,150.00	.00	.00	.00	1,150.00	0	500.00
5109	HSA Employer Funding	15,000.00	.00	15,000.00	.00	.00	15,000.00	.00	100	15,000.00
5151	PERS Contribution	39,602.00	.00	39,602.00	2,945.54	.00	8,811.06	30,790.94	22	37,751.00
5161	Group Insurance	69,258.00	.00	69,258.00	6,027.62	17,334.70	17,552.26	34,371.04	50	59,381.00
5164	Workers Compensation	9,571.00	.00	9,571.00	.00	.00	9,571.00	.00	100	9,291.00
5166	Medicare	3,301.00	.00	3,301.00	447.20	.00	1,138.68	2,162.32	34	3,961.00
	Personal Services Totals	\$422,102.00	\$0.00	\$422,102.00	\$41,694.04	\$17,334.70	\$134,155.70	\$270,611.60	36%	\$409,861.00
	Supplies									
5201	Office Supplies	5,500.00	280.83	5,780.83	146.74	2,928.72	352.11	2,500.00	57	3,431.00
5203	Computer Supplies	7,500.00	70.68	7,570.68	74.83	1,564.01	256.67	5,750.00	24	20,000.00
5213	Repair and Maintenance Supplies	10,000.00	.00	10,000.00	.00	.00	.00	10,000.00	0	2,751.00
5241	Uniforms-Purchased	3,500.00	25.27	3,525.27	.00	.00	25.27	3,500.00	1	961.00
5251	MV Gas and Oil	14,000.00	433.58	14,433.58	1,191.46	6,558.54	1,625.04	6,250.00	57	7,021.00
5252	Aggregates	38,500.00	1,992.01	40,492.01	7,482.93	11,536.73	13,955.28	15,000.00	63	29,421.00
5259	Operating Materials and Supplies	65,000.00	3,440.14	68,440.14	3,600.28	22,818.57	19,103.86	26,517.71	61	56,951.00
5263	Meters-Resale	20,000.00	.00	20,000.00	.00	.00	.00	20,000.00	0	
	Supplies Totals	\$164,000.00	\$6,242.51	\$170,242.51	\$12,496.24	\$45,406.57	\$35,318.23	\$89,517.71	47%	\$100,761.00
	Services									
5311	Utilities	14,000.00	3,183.70	17,183.70	913.57	9,801.37	2,632.33	4,750.00	72	7,861.00
5321	Professional Training	3,000.00	.00	3,000.00	.00	937.50	62.50	2,000.00	33	1,421.00
5322	Conference/Reimb	500.00	.00	500.00	.00	.00	.00	500.00	0	
5323	Publications	200.00	.00	200.00	.00	.00	.00	200.00	0	
5324	Professional Association Dues	360.00	.00	360.00	.00	.00	.00	360.00	0	
5325	Educational Assistance	500.00	.00	500.00	.00	.00	.00	500.00	0	
5331	Engineering/Architecture	15,000.00	8,504.34	23,504.34	3,500.00	5,092.42	11,911.92	6,500.00	72	3,721.00
5339	Misc Contract Services	45,000.00	55.30	45,055.30	(19,310.33)	54,276.97	4,640.83	(13,862.50)	131	36,031.00
5351	Liability Insurance Deductible	4,500.00	.00	4,500.00	.00	.00	3,543.25	956.75	79	3,981.00
5352	Motor Vehicle Insurance	2,750.00	.00	2,750.00	.00	.00	2,500.00	250.00	91	2,501.00
5361	Building Repair/Maintenance	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	291.00
5362	Equipment Maintenance	8,000.00	1,401.55	9,401.55	50.17	4,901.04	150.51	4,350.00	54	841.00
5363	MV Repair/Maintenance-External	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	
5364	MV Repair/Maintenance-Internal	6,000.00	.00	6,000.00	.00	.00	.00	6,000.00	0	6,641.00
5365	Utility Line Repair/Maintenance	38,000.00	6,100.00	44,100.00	.00	30,900.00	6,100.00	7,100.00	84	29,771.00
5366	Computer Maintenance	12,500.00	.00	12,500.00	11,970.00	.00	11,970.00	530.00	96	12,501.00



Departmental Budget-March, 2019

6.a.a

Fiscal Year to Date 03/31/19

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 710 - Water Fund										
Department 735 - Water Division										
EXPENSE										
<i>Services</i>										
5378	Columbus Contract	5,035,550.00	1,127,100.95	6,162,650.95	.00	2,000,000.00	1,127,100.95	3,035,550.00	51	4,549,250.00
5379	Other Governmental Billings	15,000.00	.00	15,000.00	.00	.00	.00	15,000.00	0	13,460.00
5391	Postage	15,500.00	.00	15,500.00	35.84	.00	3,101.26	12,398.74	20	4,790.00
5399	Other Miscellaneous Services	250,000.00	972.78	250,972.78	1,622.31	17,615.33	3,778.23	229,579.22	9	157,740.00
<i>Services Totals</i>		\$5,469,360.00	\$1,147,318.62	\$6,616,678.62	(\$1,218.44)	\$2,123,524.63	\$1,177,491.78	\$3,315,662.21	50%	\$4,830,840.00
<i>Debt Service</i>										
5465	Refunds-Consumer Charges	.00	.00	.00	.00	.00	.00	.00	+++	50.00
<i>Debt Service Totals</i>		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$50.00
<i>Transfers/Other</i>										
5992	Consumer on Account	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	\$0.00
<i>Transfers/Other Totals</i>		\$1,000.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0%	\$0.00
<i>Capital Purchases</i>										
5611	Buildings	.00	.00	.00	2,439.00	10,011.00	2,439.00	(12,450.00)	+++	49.00
5631	Furniture and Fixtures	.00	.00	.00	.00	.00	.00	.00	+++	49.00
5632	Motor Vehicles	90,000.00	.00	90,000.00	.00	29,483.00	.00	60,517.00	33	150,940.00
5633	Machinery and Equipment	50,000.00	.00	50,000.00	.00	90,000.00	.00	(40,000.00)	180	150,940.00
5639	Other Equipment	150,000.00	.00	150,000.00	.00	.00	.00	150,000.00	0	15,010.00
<i>Capital Purchases Totals</i>		\$290,000.00	\$0.00	\$290,000.00	\$2,439.00	\$129,494.00	\$2,439.00	\$158,067.00	45%	\$166,450.00
EXPENSE TOTALS		\$6,346,462.00	\$1,153,561.13	\$7,500,023.13	\$55,410.84	\$2,315,759.90	\$1,349,404.71	\$3,834,858.52	49%	\$5,507,980.00
Department 735 - Water Division Totals		(\$6,346,462.00)	(\$1,153,561.13)	(\$7,500,023.13)	(\$55,410.84)	(\$2,315,759.90)	(\$1,349,404.71)	(\$3,834,858.52)	49%	(\$5,507,980.00)

Attachment: Departmental Budget-March, 2019 05 09 2019 7 54 08 AM Joni Crawford 46103NCD



Departmental Budget-March, 2019

6.a.a

Fiscal Year to Date 03/31/19

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund 710 - Water Fund										
Department 991 - Debt Service										
EXPENSE										
Debt Service										
5414	G. O. Bond-Principal	320,649.00	.00	320,649.00	.00	37,592.67	.00	283,056.33	12	310,821
5424	G. O. Bond-Interest	47,109.00	.00	47,109.00	.00	10,050.29	.00	37,058.71	21	54,921
Debt Service Totals		\$367,758.00	\$0.00	\$367,758.00	\$0.00	\$47,642.96	\$0.00	\$320,115.04	13%	\$365,751
EXPENSE TOTALS		\$367,758.00	\$0.00	\$367,758.00	\$0.00	\$47,642.96	\$0.00	\$320,115.04	13%	\$365,751
Department 991 - Debt Service Totals		(\$367,758.00)	\$0.00	(\$367,758.00)	\$0.00	(\$47,642.96)	\$0.00	(\$320,115.04)	13%	(\$365,756
Fund 710 - Water Fund Totals		\$6,714,220.00	\$1,153,561.13	\$7,867,781.13	\$55,410.84	\$2,363,402.86	\$1,349,404.71	\$4,154,973.56		\$5,873,741

Attachment: Departmental Budget-March, 2019 05 09 2019 7 54 AM Joni Crawford 46103NCD



Departmental Budget-March, 2019

6.a.a

Fiscal Year to Date 03/31/19

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 720 - Wastewater/Sewer Fund										
Department 736 - Wastewater Division										
	EXPENSE									
	Personal Services									
5101	Salary-Elected Officials/Director	37,618.00	.00	37,618.00	4,340.49	.00	10,083.70	27,534.30	27	36,481.00
5102	Wages-Staff	278,520.00	.00	278,520.00	22,938.03	.00	56,791.92	221,728.08	20	228,641.00
5105	Overtime	3,500.00	.00	3,500.00	96.62	.00	563.98	2,936.02	16	1,441.00
5106	Longevity	550.00	.00	550.00	.00	.00	550.00	.00	100	451.00
5109	HSA Employer Funding	17,000.00	.00	17,000.00	.00	.00	13,000.00	4,000.00	76	15,001.00
5151	PERS Contribution	44,126.00	.00	44,126.00	2,868.04	.00	9,660.55	34,465.45	22	40,671.00
5161	Group Insurance	80,454.00	.00	80,454.00	5,316.71	15,629.51	15,663.65	49,160.84	39	56,701.00
5164	Workers Compensation	10,738.00	.00	10,738.00	.00	.00	10,738.00	.00	100	8,981.00
5166	Medicare	4,643.00	.00	4,643.00	379.20	.00	947.44	3,695.56	20	3,761.00
	Personal Services Totals	\$477,149.00	\$0.00	\$477,149.00	\$35,939.09	\$15,629.51	\$117,999.24	\$343,520.25	28%	\$392,151.00
	Supplies									
5201	Office Supplies	5,500.00	280.82	5,780.82	146.75	2,928.69	352.13	2,500.00	57	3,431.00
5203	Computer Supplies	7,500.00	70.68	7,570.68	74.84	1,563.99	256.69	5,750.00	24	201.00
5213	Repair and Maintenance Supplies	2,500.00	.00	2,500.00	.00	.00	.00	2,500.00	0	18,391.00
5241	Uniforms-Purchased	2,500.00	25.27	2,525.27	.00	.00	25.27	2,500.00	1	961.00
5251	MV Gas and Oil	14,500.00	433.59	14,933.59	1,191.48	6,558.52	1,625.07	6,750.00	55	7,021.00
5252	Aggregates	4,500.00	.00	4,500.00	.00	.00	.00	4,500.00	0	
5259	Operating Materials and Supplies	65,000.00	350.00	65,350.00	711.86	4,983.22	1,866.78	58,500.00	10	6,241.00
	Supplies Totals	\$102,000.00	\$1,160.36	\$103,160.36	\$2,124.93	\$16,034.42	\$4,125.94	\$83,000.00	20%	\$36,261.00
	Services									
5311	Utilities	12,000.00	2,129.01	14,129.01	251.13	7,957.23	1,421.81	4,749.97	66	7,901.00
5321	Professional Training	3,000.00	.00	3,000.00	.00	937.50	62.50	2,000.00	33	211.00
5322	Conference/Reimb	500.00	.00	500.00	.00	.00	.00	500.00	0	
5324	Professional Association Dues	350.00	.00	350.00	.00	.00	.00	350.00	0	
5325	Educational Assistance	500.00	.00	500.00	.00	.00	.00	500.00	0	
5331	Engineering/Architecture	18,500.00	3,240.97	21,740.97	.00	8,240.97	.00	13,500.00	38	1,751.00
5339	Misc Contract Services	40,000.00	55.30	40,055.30	1,297.16	10,701.48	3,416.32	25,937.50	35	12,121.00
5351	Liability Insurance Deductible	1,750.00	.00	1,750.00	.00	.00	1,347.75	402.25	77	1,491.00
5352	Motor Vehicle Insurance	3,000.00	.00	3,000.00	.00	.00	2,900.00	100.00	97	2,901.00
5361	Building Repair/Maintenance	9,000.00	.00	9,000.00	.00	.00	.00	9,000.00	0	291.00
5362	Equipment Maintenance	3,000.00	1,401.55	4,401.55	50.17	4,901.04	150.51	(650.00)	115	841.00
5363	MV Repair/Maintenance-External	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	
5364	MV Repair/Maintenance-Internal	6,000.00	.00	6,000.00	.00	.00	.00	6,000.00	0	6,641.00
5365	Utility Line Repair/Maintenance	115,000.00	108,904.04	223,904.04	6,306.35	116,207.84	81,248.20	26,448.00	88	13,591.00
5366	Computer Maintenance	15,000.00	.00	15,000.00	11,380.00	.00	11,380.00	3,620.00	76	11,911.00
5378	Columbus Contract	4,882,245.00	.00	4,882,245.00	209,610.43	1,829,674.37	1,170,325.63	1,882,245.00	61	4,602,931.00
5391	Postage	12,000.00	.00	12,000.00	35.83	.00	3,101.25	8,898.75	26	4,791.00



Departmental Budget-March, 2019

6.a.a

Fiscal Year to Date 03/31/19

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 720 - Wastewater/Sewer Fund										
Department 736 - Wastewater Division										
	EXPENSE									
	Services									
5399	Other Miscellaneous Services	250,000.00	972.77	250,972.77	3,885.19	15,954.99	6,041.11	228,976.67	9	125,041
	Services Totals	\$5,372,845.00	\$116,703.64	\$5,489,548.64	\$232,816.26	\$1,994,575.42	\$1,281,395.08	\$2,213,578.14	60%	\$4,792,281
	Capital Purchases									
5611	Buildings	.00	.00	.00	2,439.00	10,011.00	2,439.00	(12,450.00)	+++	
5631	Furniture and Fixtures	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	491
5632	Motor Vehicles	90,000.00	.00	90,000.00	.00	29,483.00	.00	60,517.00	33	
5633	Machinery and Equipment	50,000.00	.00	50,000.00	.00	90,000.00	.00	(40,000.00)	180	150,941
5639	Other Equipment	150,000.00	.00	150,000.00	.00	.00	.00	150,000.00	0	15,011
	Capital Purchases Totals	\$291,000.00	\$0.00	\$291,000.00	\$2,439.00	\$129,494.00	\$2,439.00	\$159,067.00	45%	\$166,451
	EXPENSE TOTALS	\$6,242,994.00	\$117,864.00	\$6,360,858.00	\$273,319.28	\$2,155,733.35	\$1,405,959.26	\$2,799,165.39	56%	\$5,387,151
Department 736 - Wastewater Division Totals		(\$6,242,994.00)	(\$117,864.00)	(\$6,360,858.00)	(\$273,319.28)	(\$2,155,733.35)	(\$1,405,959.26)	(\$2,799,165.39)	56%	(\$5,387,150)

Attachment: Departmental Budget-March, 2019 05 09 2019 7 54 08 AM Joni Crawford 46103NCD



Departmental Budget-March, 2019

6.a.a

Fiscal Year to Date 03/31/19

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund 720 - Wastewater/Sewer Fund										
Department 991 - Debt Service										
	EXPENSE									
	Debt Service									
5414	G. O. Bond-Principal	36,200.00	.00	36,200.00	.00	.00	.00	36,200.00	0	35,300.00
5424	G. O. Bond-Interest	3,745.00	.00	3,745.00	.00	1,880.00	.00	1,865.00	50	4,620.00
	Debt Service Totals	\$39,945.00	\$0.00	\$39,945.00	\$0.00	\$1,880.00	\$0.00	\$38,065.00	5%	\$39,920.00
	EXPENSE TOTALS	\$39,945.00	\$0.00	\$39,945.00	\$0.00	\$1,880.00	\$0.00	\$38,065.00	5%	\$39,920.00
	Department 991 - Debt Service Totals	(\$39,945.00)	\$0.00	(\$39,945.00)	\$0.00	(\$1,880.00)	\$0.00	(\$38,065.00)	5%	(\$39,920.00)
Fund 720 - Wastewater/Sewer Fund Totals		\$6,282,939.00	\$117,864.00	\$6,400,803.00	\$273,319.28	\$2,157,613.35	\$1,405,959.26	\$2,837,230.39		\$5,427,070.00

Attachment: Departmental Budget-March, 2019 05 09 2019 7 54 AM Joni Crawford 46103NCD



Departmental Budget-March, 2019

6.a.a

Fiscal Year to Date 03/31/19

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 740 - Storm Water Drainage Fund										
Department 737 - Storm Water Division										
EXPENSE										
Personal Services										
5102	Wages-Staff	200,028.00	.00	200,028.00	23,715.11	.00	51,902.28	148,125.72	26	187,821.00
5105	Overtime	4,900.00	.00	4,900.00	155.09	.00	240.11	4,659.89	5	61,000.00
5106	Longevity	1,550.00	.00	1,550.00	.00	.00	.00	1,550.00	0	1,350.00
5109	HSA Employer Funding	15,000.00	.00	15,000.00	.00	.00	9,000.00	6,000.00	60	10,910.00
5151	PERS Contribution	27,801.00	.00	27,801.00	1,861.22	.00	6,437.80	21,363.20	23	27,910.00
5161	Group Insurance	70,183.00	.00	70,183.00	2,113.21	8,976.94	7,265.57	53,940.49	23	43,920.00
5164	Workers Compensation	6,925.00	.00	6,925.00	.00	.00	6,925.00	.00	100	6,460.00
5166	Medicare	2,994.00	.00	2,994.00	335.77	.00	730.84	2,263.16	24	2,640.00
Personal Services Totals		\$329,381.00	\$0.00	\$329,381.00	\$28,180.40	\$8,976.94	\$82,501.60	\$237,902.46	28%	\$281,641.00
Supplies										
5201	Office Supplies	6,500.00	.00	6,500.00	222.65	2,177.35	222.65	4,100.00	37	1,630.00
5203	Computer Supplies	750.00	.00	750.00	.00	700.00	.00	50.00	93	750.00
5205	Small Tools/Minor Equipment	1,000.00	.00	1,000.00	.00	3,675.00	.00	(2,675.00)	368	700.00
5241	Uniforms-Purchased	1,000.00	.00	1,000.00	.00	500.00	.00	500.00	50	320.00
5251	MV Gas and Oil	7,000.00	237.00	7,237.00	519.00	3,481.00	756.00	3,000.00	59	4,930.00
5252	Aggregates	750.00	.00	750.00	.00	500.00	.00	250.00	67	350.00
5259	Operating Materials and Supplies	30,000.00	.00	30,000.00	357.94	14,731.50	756.48	14,512.02	52	25,250.00
Supplies Totals		\$47,000.00	\$237.00	\$47,237.00	\$1,099.59	\$25,764.85	\$1,735.13	\$19,737.02	58%	\$33,211.00
Services										
5311	Utilities	8,000.00	616.82	8,616.82	362.13	5,216.88	1,359.94	2,040.00	76	4,700.00
5321	Professional Training	400.00	.00	400.00	.00	.00	178.00	222.00	44	700.00
5322	Conference/Reimb	20.00	.00	20.00	8.00	12.00	8.00	.00	100	20.00
5324	Professional Association Dues	220.00	.00	220.00	.00	.00	.00	220.00	0	70.00
5331	Engineering/Architecture	8,000.00	.00	8,000.00	.00	5,000.00	.00	3,000.00	62	400.00
5339	Misc Contract Services	47,250.00	55.30	47,305.30	19,348.60	6,501.40	21,385.90	19,418.00	59	30,660.00
5351	Liability Insurance Deductible	2,250.00	.00	2,250.00	.00	.00	1,097.25	1,152.75	49	2,240.00
5352	Motor Vehicle Insurance	2,750.00	.00	2,750.00	.00	.00	1,750.00	1,000.00	64	2,750.00
5361	Building Repair/Maintenance	5,000.00	.00	5,000.00	.00	3,000.00	.00	2,000.00	60	5,000.00
5364	MV Repair/Maintenance-Internal	4,500.00	.00	4,500.00	.00	.00	.00	4,500.00	0	1,410.00
5365	Utility Line Repair/Maintenance	8,500.00	.00	8,500.00	.00	2,000.00	.00	6,500.00	24	20,650.00
5378	Columbus Contract	875,000.00	62,690.52	937,690.52	58,254.87	577,280.35	185,410.17	175,000.00	81	736,900.00
5391	Postage	22,000.00	.00	22,000.00	.00	.00	3,000.00	19,000.00	14	4,250.00
5397	Uniform Rental	2,000.00	45.09	2,045.09	15.03	713.10	131.99	1,200.00	41	780.00
5399	Other Miscellaneous Services	39,000.00	222.00	39,222.00	263.11	1,660.29	711.71	36,850.00	6	64,490.00
Services Totals		\$1,024,890.00	\$63,629.73	\$1,088,519.73	\$78,251.74	\$601,384.02	\$215,032.96	\$272,102.75	75%	\$869,421.00



Departmental Budget-March, 2019

6.a.a

Fiscal Year to Date 03/31/19

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund	740 - Storm Water Drainage Fund									
Department	737 - Storm Water Division									
	EXPENSE									
	<i>Capital Purchases</i>									
5632	Motor Vehicles	50,000.00	.00	50,000.00	.00	42,316.00	.00	7,684.00	85	39,288.00
5633	Machinery and Equipment	15,600.00	.00	15,600.00	.00	1,700.00	.00	13,900.00	11	13,900.00
	<i>Capital Purchases Totals</i>	\$65,600.00	\$0.00	\$65,600.00	\$0.00	\$44,016.00	\$0.00	\$21,584.00	67%	\$39,288.00
	EXPENSE TOTALS	\$1,466,871.00	\$63,866.73	\$1,530,737.73	\$107,531.73	\$680,141.81	\$299,269.69	\$551,326.23	64%	\$1,223,568.00
Department	737 - Storm Water Division Totals	(\$1,466,871.00)	(\$63,866.73)	(\$1,530,737.73)	(\$107,531.73)	(\$680,141.81)	(\$299,269.69)	(\$551,326.23)	64%	(\$1,223,568.00)

Attachment: Departmental Budget-March, 2019 05 09 2019 7 54 AM Joni Crawford_46103NCD



Departmental Budget-March, 2019

6.a.a

Fiscal Year to Date 03/31/19

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year T
Fund	740 - Storm Water Drainage Fund									
Department	991 - Debt Service									
	EXPENSE									
	<i>Debt Service</i>									
5414	G. O. Bond-Principal	100,000.00	.00	100,000.00	.00	.00	.00	100,000.00	0	100,000.00
5424	G. O. Bond-Interest	20,227.00	.00	20,227.00	.00	.00	.00	20,227.00	0	22,487.00
	<i>Debt Service Totals</i>	\$120,227.00	\$0.00	\$120,227.00	\$0.00	\$0.00	\$0.00	\$120,227.00	0%	\$122,487.00
	EXPENSE TOTALS	\$120,227.00	\$0.00	\$120,227.00	\$0.00	\$0.00	\$0.00	\$120,227.00	0%	\$122,487.00
	Department 991 - Debt Service Totals	(\$120,227.00)	\$0.00	(\$120,227.00)	\$0.00	\$0.00	\$0.00	(\$120,227.00)	0%	(\$122,487.00)
Fund	740 - Storm Water Drainage Fund Totals	\$1,587,098.00	\$63,866.73	\$1,650,964.73	\$107,531.73	\$680,141.81	\$299,269.69	\$671,553.23		\$1,346,051.00

Attachment: Departmental Budget-March, 2019 05 09 2019 7 54 AM Joni Crawford_46103NCD



Departmental Budget-March, 2019

6.a.a

Fiscal Year to Date 03/31/19

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 750 - Solid Waste Fund										
Department 738 - Refuse Collection										
	EXPENSE									
	Supplies									
5201	Office Supplies	2,000.00	.00	2,000.00	.00	1,500.00	.00	500.00	75	1,085.00
	Supplies Totals	\$2,000.00	\$0.00	\$2,000.00	\$0.00	\$1,500.00	\$0.00	\$500.00	75%	\$1,085.00
	Services									
5315	Private Hauler Contract	2,750,000.00	318,991.06	3,068,991.06	.00	475,000.00	318,991.06	2,275,000.00	26	1,886,964.00
5391	Postage	15,000.00	.00	15,000.00	35.83	.00	3,101.24	11,898.76	21	4,790.00
5399	Other Miscellaneous Services	50,000.00	222.00	50,222.00	263.11	1,260.29	711.71	48,250.00	4	34,320.00
	Services Totals	\$2,815,000.00	\$319,213.06	\$3,134,213.06	\$298.94	\$476,260.29	\$322,804.01	\$2,335,148.76	25%	\$1,926,084.00
	EXPENSE TOTALS	\$2,817,000.00	\$319,213.06	\$3,136,213.06	\$298.94	\$477,760.29	\$322,804.01	\$2,335,648.76	26%	\$1,927,174.00
Department 738 - Refuse Collection Totals		(\$2,817,000.00)	(\$319,213.06)	(\$3,136,213.06)	(\$298.94)	(\$477,760.29)	(\$322,804.01)	(\$2,335,648.76)	26%	(\$1,927,174.00)
Fund 750 - Solid Waste Fund Totals		\$2,817,000.00	\$319,213.06	\$3,136,213.06	\$298.94	\$477,760.29	\$322,804.01	\$2,335,648.76		\$1,927,174.00
Grand Totals		\$41,561,407.00	\$2,855,388.46	\$44,416,795.46	\$3,070,748.33	\$12,866,076.59	\$9,963,539.35	\$21,587,179.52		\$34,573,760.00

Attachment: Departmental Budget-March, 2019 05 09 2019 7 54 08 AM Joni Crawford 46103NCD



Budget by Classification-March, 2019

6.a.b

Through 03/31/19
Summary List

Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior Total Ac
Fund Category General Fund							
Fund Type							
Fund 110 - General Fund							
REVENUE							
Department 000 - General							
Property Taxes	250,400.00	140,683.89	140,683.89	.00	109,716.11	56	276,711.00
Municipal Tax	16,400,000.00	1,233,278.07	3,421,389.09	.00	12,978,610.91	21	14,567,930.00
Other Local Taxes	615,000.00	47,272.93	93,977.20	.00	521,022.80	15	586,220.00
State Levied Shared Taxes	784,200.00	61,066.85	229,913.76	.00	554,286.24	29	799,980.00
Licenses	59,400.00	4,100.00	17,345.00	.00	42,055.00	29	53,740.00
Permits	274,200.00	32,153.45	71,361.14	.00	202,838.86	26	275,380.00
Fees	26,750.00	2,040.00	4,525.50	.00	22,224.50	17	26,150.00
Miscellaneous Charges for Services	45,600.00	19,586.34	20,271.74	.00	25,328.26	44	26,300.00
Recreational Charges	171,300.00	22,220.56	73,170.44	.00	98,129.56	43	162,040.00
Fines and Forfeitures	533,000.00	25,165.00	114,255.02	.00	418,744.98	21	324,140.00
Investment Earnings	425,000.00	46,301.34	150,018.66	.00	274,981.34	35	428,320.00
Other Revenues	784,776.00	31,213.67	65,551.82	.00	719,224.18	8	654,030.00
Donations	25,000.00	1,350.00	2,680.50	.00	22,319.50	11	51,200.00
Reimbursements	250.00	15,417.00	53,258.30	.00	(53,008.30)	21,303	266,350.00
Sale of Assets	.00	1,797.00	8,592.25	.00	(8,592.25)	+++	29,750.00
Transfers/Advances	5,000.00	.00	.00	.00	5,000.00	0	830.00
Department 000 - General Totals	\$20,399,876.00	\$1,683,646.10	\$4,466,994.31	\$0.00	\$15,932,881.69	22%	\$18,529,140.00
REVENUE TOTALS	\$20,399,876.00	\$1,683,646.10	\$4,466,994.31	\$0.00	\$15,932,881.69	22%	\$18,529,140.00
EXPENSE							
Department 111 - Police Division							
Personal Services	9,407,812.05	992,932.89	2,679,965.38	297,988.43	6,429,858.24	32	8,953,760.00
Supplies	562,928.85	29,890.00	89,298.99	267,558.84	206,071.02	63	282,070.00
Services	827,619.44	34,399.85	141,748.80	397,711.98	288,158.66	65	414,450.00
Capital Purchases	715,724.57	59,005.16	75,263.15	404,560.52	235,900.90	67	731,820.00
Department 111 - Police Division Totals	\$11,514,084.91	\$1,116,227.90	\$2,986,276.32	\$1,367,819.77	\$7,159,988.82	38%	\$10,382,110.00
Department 290 - Mechanic							
Personal Services	163,416.00	16,227.70	48,522.60	9,563.72	105,329.68	36	154,650.00
Supplies	127,520.38	13,689.03	37,074.78	54,327.97	36,117.63	72	82,690.00
Services	48,526.69	6,885.85	9,601.95	25,494.74	13,430.00	72	28,820.00
Capital Purchases	16,100.00	.00	15,503.00	.00	597.00	96	52,400.00
Department 290 - Mechanic Totals	\$355,563.07	\$36,802.58	\$110,702.33	\$89,386.43	\$155,474.31	56%	\$318,570.00
Department 340 - Parks and Recreation							
Personal Services	910,321.00	78,780.09	227,846.43	36,349.40	646,125.17	29	727,490.00
Supplies	279,749.71	15,075.44	35,433.03	59,155.31	185,161.37	34	209,960.00

Attachment: 05_09_2019 7_54_08 AM_Joni Crawford_46103NCB (Auditor's Reports, March, 2019)



Budget by Classification-March, 2019

6.a.b

Through 03/31/19
Summary List

Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior Total Ac
Fund Category General Fund							
Fund Type							
Fund 110 - General Fund							
EXPENSE							
Department 340 - Parks and Recreation							
Services	594,244.57	14,379.26	83,402.85	262,285.21	248,556.51	58	303,10
Transfers/Other	.00	1,125.00	3,209.00	.00	(3,209.00)	+++	
Capital Purchases	111,021.34	2,600.00	13,278.00	79,610.34	18,133.00	84	291,07
Department 340 - Parks and Recreation Totals	\$1,895,336.62	\$111,959.79	\$363,169.31	\$437,400.26	\$1,094,767.05	42%	\$1,531,63
Department 343 - Senior Center							
Personal Services	171,739.00	18,793.17	49,350.14	4,827.26	117,561.60	32	168,96
Supplies	39,298.18	610.85	2,503.10	5,459.63	31,335.45	20	9,61
Services	83,678.26	2,902.73	4,925.38	11,741.67	67,011.21	20	88,98
Department 343 - Senior Center Totals	\$294,715.44	\$22,306.75	\$56,778.62	\$22,028.56	\$215,908.26	27%	\$267,56
Department 344 - Community Events							
Personal Services	97,665.00	9,260.05	26,831.96	4,794.98	66,038.06	32	
Supplies	15,610.00	.00	.00	570.00	15,040.00	4	
Services	180,904.60	20,631.90	20,763.90	21,411.10	138,729.60	23	
Department 344 - Community Events Totals	\$294,179.60	\$29,891.95	\$47,595.86	\$26,776.08	\$219,807.66	25%	\$
Department 448 - Service Department							
Personal Services	636,464.00	57,936.82	173,045.38	27,891.10	435,527.52	32	547,19
Supplies	24,934.83	937.01	5,095.69	7,729.94	12,109.20	51	13,19
Services	632,507.49	26,586.75	111,464.63	314,007.56	207,035.30	67	443,23
Department 448 - Service Department Totals	\$1,293,906.32	\$85,460.58	\$289,605.70	\$349,628.60	\$654,672.02	49%	\$1,003,62
Department 479 - Building Department							
Personal Services	388,555.00	39,550.26	111,101.36	16,369.87	261,083.77	33	371,48
Supplies	10,316.59	878.18	1,408.03	3,823.44	5,085.12	51	4,79
Services	98,054.38	5,065.79	12,297.53	28,690.59	57,066.26	42	55,92
Transfers/Other	.00	350.00	350.00	.00	(350.00)	+++	
Capital Purchases	.00	.00	.00	.00	.00	+++	29
Department 479 - Building Department Totals	\$496,925.97	\$45,844.23	\$125,156.92	\$48,883.90	\$322,885.15	35%	\$432,50
Department 522 - Mayor							
Personal Services	135,613.00	14,089.32	38,880.85	4,755.22	91,976.93	32	198,70
Supplies	800.00	.00	.00	.00	800.00	0	58
Services	48,585.22	3,546.94	12,470.63	16,172.21	19,942.38	59	28,57
Department 522 - Mayor Totals	\$184,998.22	\$17,636.26	\$51,351.48	\$20,927.43	\$112,719.31	39%	\$227,86
Department 534 - Civil Service Commission							
Personal Services	67,912.00	9,272.70	21,219.50	.00	46,692.50	31	75,15

Attachment: 05_09_2019 7:54 AM_Joni Crawford_46103NCB (Auditor's Reports, March, 2019)



Budget by Classification-March, 2019

6.a.b

Through 03/31/19
Summary List

Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior Total Ac
Fund Category General Fund							
Fund Type							
Fund 110 - General Fund							
EXPENSE							
Department 534 - Civil Service Commission							
Supplies	3,130.39	(18.62)	168.02	1,093.76	1,868.61	40	361
Services	41,608.00	1,829.00	9,587.00	9,126.00	22,895.00	45	32,631
Capital Purchases	500.00	.00	.00	.00	500.00	0	
Department 534 - Civil Service Commission Totals	\$113,150.39	\$11,083.08	\$30,974.52	\$10,219.76	\$71,956.11	36%	\$108,161
Department 545 - City Auditor							
Personal Services	356,010.00	37,586.19	94,962.70	5,057.52	255,989.78	28	333,461
Supplies	7,019.68	443.74	523.73	1,745.95	4,750.00	32	1,401
Services	94,114.14	16,189.97	21,505.12	54,256.35	18,352.67	80	60,151
Department 545 - City Auditor Totals	\$457,143.82	\$54,219.90	\$116,991.55	\$61,059.82	\$279,092.45	39%	\$395,011
Department 554 - City Attorney							
Personal Services	624,450.00	55,410.05	153,850.03	20,967.54	449,632.43	28	517,001
Supplies	3,400.00	455.13	1,137.44	1,062.56	1,200.00	65	1,921
Services	90,562.37	1,291.58	15,973.42	21,610.69	52,978.26	42	39,421
Department 554 - City Attorney Totals	\$718,412.37	\$57,156.76	\$170,960.89	\$43,640.79	\$503,810.69	30%	\$558,361
Department 571 - City Council							
Personal Services	196,947.00	18,857.90	53,355.21	4,807.78	138,784.01	30	183,481
Supplies	2,057.57	.00	262.09	295.48	1,500.00	27	961
Services	65,176.64	2,158.68	17,208.27	13,284.54	34,683.83	47	41,391
Capital Purchases	.00	.00	.00	.00	.00	+++	251
Department 571 - City Council Totals	\$264,181.21	\$21,016.58	\$70,825.57	\$18,387.80	\$174,967.84	34%	\$226,091
Department 580 - Development Department							
Personal Services	313,263.00	29,975.56	83,393.25	11,558.86	218,310.89	30	227,641
Supplies	4,000.00	185.67	155.85	1,418.03	2,426.12	39	2,841
Services	306,700.36	14,480.45	25,892.39	197,300.02	83,507.95	73	206,501
Capital Purchases	5,000.00	2,640.35	3,632.35	1,367.65	.00	100	
Department 580 - Development Department Totals	\$628,963.36	\$47,282.03	\$113,073.84	\$211,644.56	\$304,244.96	52%	\$436,991
Department 582 - Human Resources Department							
Personal Services	132,613.00	11,742.65	30,244.69	2,129.63	100,238.68	24	106,211
Supplies	15,880.24	723.80	4,010.23	3,515.01	8,355.00	47	12,661
Services	30,718.19	1,885.08	6,405.11	4,528.89	19,784.19	36	27,941
Capital Purchases	500.00	.00	.00	.00	500.00	0	
Department 582 - Human Resources Department Totals	\$179,711.43	\$14,351.53	\$40,660.03	\$10,173.53	\$128,877.87	28%	\$146,821

Attachment: 05_09_2019 7_54_08 AM_Joni Crawford_46103NCB (Auditor's Reports, March, 2019)



Budget by Classification-March, 2019

6.a.b

Through 03/31/19
Summary Listi

Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior Total Ac
Fund Category General Fund							
Fund Type							
Fund 110 - General Fund							
EXPENSE							
Department 584 - Computer Department							
Supplies	13,000.00	298.99	2,097.15	3,152.85	7,750.00	40	14,141
Services	405,157.21	68,642.65	139,324.81	259,527.25	6,305.15	98	308,131
Capital Purchases	323,398.72	44,083.95	50,482.67	92,179.28	180,736.77	44	108,061
Department 584 - Computer Department Totals	\$741,555.93	\$113,025.59	\$191,904.63	\$354,859.38	\$194,791.92	74%	\$430,331
Department 593 - Clerk of Courts							
Personal Services	281,116.00	27,653.72	85,931.10	14,498.17	180,686.73	36	244,521
Supplies	4,667.93	390.13	578.63	2,089.30	2,000.00	57	1,911
Services	100,378.00	4,252.04	15,481.82	76,084.56	8,811.62	91	59,371
Department 593 - Clerk of Courts Totals	\$386,161.93	\$32,295.89	\$101,991.55	\$92,672.03	\$191,498.35	50%	\$305,821
Department 595 - General and Administrative							
Personal Services	484,537.00	17,068.00	182,304.00	9,114.00	293,119.00	40	245,981
Supplies	4,045.30	401.60	844.00	1,701.30	1,500.00	63	2,151
Services	716,639.70	37,320.08	285,983.26	184,817.83	245,838.61	66	437,441
Capital Purchases	187,640.31	5,132.39	121,044.41	63,065.90	3,530.00	98	130,421
Department 595 - General and Administrative Totals	\$1,392,862.31	\$59,922.07	\$590,175.67	\$258,699.03	\$543,987.61	61%	\$816,011
Department 810 - Public Health and Welfare							
Services	319,733.00	159,866.18	159,866.18	.00	159,866.82	50	302,551
Department 810 - Public Health and Welfare Totals	\$319,733.00	\$159,866.18	\$159,866.18	\$0.00	\$159,866.82	50%	\$302,551
EXPENSE TOTALS	\$21,531,585.90	\$2,036,349.65	\$5,618,060.97	\$3,424,207.73	\$12,489,317.20	42%	\$17,890,061
Fund 110 - General Fund Totals							
REVENUE TOTALS	20,399,876.00	1,683,646.10	4,466,994.31	.00	15,932,881.69	22%	18,529,141
EXPENSE TOTALS	21,531,585.90	2,036,349.65	5,618,060.97	3,424,207.73	12,489,317.20	42%	17,890,061
Fund 110 - General Fund Net Gain (Loss)	(\$1,131,709.90)	(\$352,703.55)	(\$1,151,066.66)	(\$3,424,207.73)	(\$3,443,564.49)	404%	\$639,071
Fund Type Totals							
REVENUE TOTALS	20,399,876.00	1,683,646.10	4,466,994.31	.00	15,932,881.69	22%	18,529,141
EXPENSE TOTALS	21,531,585.90	2,036,349.65	5,618,060.97	3,424,207.73	12,489,317.20	42%	17,890,061
Fund Type Net Gain (Loss)	(\$1,131,709.90)	(\$352,703.55)	(\$1,151,066.66)	(\$3,424,207.73)	(\$3,443,564.49)	404%	\$639,071
Fund Category General Fund Totals							
REVENUE TOTALS	20,399,876.00	1,683,646.10	4,466,994.31	.00	15,932,881.69	22%	18,529,141
EXPENSE TOTALS	21,531,585.90	2,036,349.65	5,618,060.97	3,424,207.73	12,489,317.20	42%	17,890,061

Attachment: 05_09_2019 7_54_08 AM_Joni Crawford_46103NCB (Auditor's Reports, March, 2019)



Budget by Classification-March, 2019

6.a.b

Through 03/31/19
Summary Listi

Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior Total Ac
Fund Category General Fund Net Gain (Loss)	(\$1,131,709.90)	(\$352,703.55)	(\$1,151,066.66)	(\$3,424,207.73)	(\$3,443,564.49)	404%	\$639,071

Attachment: 05_09_2019 7_54_08 AM_Joni Crawford_46103NCB (Auditor's Reports, March, 2019)



Budget by Classification-March, 2019

6.a.b

Through 03/31/19
Summary Listi

Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior Total Ac
Fund Category Special Revenue Funds							
Fund Type							
Fund 220 - Income Tax Fund							
REVENUE							
Department 000 - General							
Municipal Tax	550,000.00	537,080.62	1,159,098.50	.00	(609,098.50)	211	763,051
Investment Earnings	8,000.00	2,601.23	7,158.67	.00	841.33	89	19,650
Other Revenues	.00	.00	27.09	.00	(27.09)	+++	
Reimbursements	.00	.00	.00	.00	.00	+++	2,210
Department 000 - General Totals	\$558,000.00	\$539,681.85	\$1,166,284.26	\$0.00	(\$608,284.26)	209%	\$784,911
REVENUE TOTALS	\$558,000.00	\$539,681.85	\$1,166,284.26	\$0.00	(\$608,284.26)	209%	\$784,911
EXPENSE							
Department 564 - Income Tax Division							
Personal Services	76,868.00	7,732.49	22,633.70	2,101.40	52,132.90	32	80,794
Supplies	600.00	.00	.00	600.00	.00	100	55
Services	30,750.55	895.24	3,094.54	900.39	26,755.62	13	67,87
Transfers/Other	2,306,000.00	444,249.64	554,227.89	522,355.45	1,229,416.66	47	420,09
Capital Purchases	.00	.00	.00	.00	.00	+++	2,09
Department 564 - Income Tax Division Totals	\$2,414,218.55	\$452,877.37	\$579,956.13	\$525,957.24	\$1,308,305.18	46%	\$571,41
EXPENSE TOTALS	\$2,414,218.55	\$452,877.37	\$579,956.13	\$525,957.24	\$1,308,305.18	46%	\$571,41
Fund 220 - Income Tax Fund Totals							
REVENUE TOTALS	558,000.00	539,681.85	1,166,284.26	.00	(608,284.26)	209%	784,911
EXPENSE TOTALS	2,414,218.55	452,877.37	579,956.13	525,957.24	1,308,305.18	46%	571,411
Fund 220 - Income Tax Fund Net Gain (Loss)	(\$1,856,218.55)	\$86,804.48	\$586,328.13	(\$525,957.24)	\$1,916,589.44	(3%)	\$213,501

Attachment: 05_09_2019 7_54_08 AM_Joni Crawford_46103NCB (Auditor's Reports, March, 2019)



Budget by Classification-March, 2019

6.a.b

Through 03/31/19
Summary Listi

Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior Total Ac
Fund Category Special Revenue Funds							
Fund Type							
Fund 260 - Street Fund							
REVENUE							
Department 000 - General							
State Levied Shared Taxes	1,380,000.00	108,860.77	328,902.81	.00	1,051,097.19	24	1,381,44:
Investment Earnings	25,000.00	.00	.00	.00	25,000.00	0	40,76:
Other Revenues	.00	60.00	290.04	.00	(290.04)	+++	4,39:
Reimbursements	10,000.00	2,431.81	5,327.58	.00	4,672.42	53	27,14:
Department 000 - General Totals	\$1,415,000.00	\$111,352.58	\$334,520.43	\$0.00	\$1,080,479.57	24%	\$1,453,74:
REVENUE TOTALS	\$1,415,000.00	\$111,352.58	\$334,520.43	\$0.00	\$1,080,479.57	24%	\$1,453,74:
EXPENSE							
Department 000 - General							
Capital Purchases	24,803.19	.00	.00	24,803.19	.00	100	700,00:
Department 000 - General Totals	\$24,803.19	\$0.00	\$0.00	\$24,803.19	\$0.00	100%	\$700,00:
Department 268 - Street Department							
Personal Services	665,763.00	64,908.44	203,112.41	24,803.14	437,847.45	34	606,47:
Supplies	310,146.07	52,397.83	75,033.68	104,513.40	130,598.99	58	133,21:
Services	149,606.64	2,538.32	26,923.07	54,062.33	68,621.24	54	105,82:
Capital Purchases	174,442.45	.00	.00	169,842.45	4,600.00	97	553,17:
Department 268 - Street Department Totals	\$1,299,958.16	\$119,844.59	\$305,069.16	\$353,221.32	\$641,667.68	51%	\$1,398,69:
EXPENSE TOTALS	\$1,324,761.35	\$119,844.59	\$305,069.16	\$378,024.51	\$641,667.68	52%	\$2,098,69:
Fund 260 - Street Fund Totals							
REVENUE TOTALS	1,415,000.00	111,352.58	334,520.43	.00	1,080,479.57	24%	1,453,74:
EXPENSE TOTALS	1,324,761.35	119,844.59	305,069.16	378,024.51	641,667.68	52%	2,098,69:
Fund 260 - Street Fund Net Gain (Loss)	\$90,238.65	(\$8,492.01)	\$29,451.27	(\$378,024.51)	(\$438,811.89)	(386%)	(\$644,95:

Attachment: 05_09_2019 7:54:08 AM Joni Crawford_46103NCB (Auditor's Reports, March, 2019)



Budget by Classification-March, 2019

6.a.b

Through 03/31/19
Summary Listi

Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior Total Ac
Fund Category Special Revenue Funds							
Fund Type							
Fund 270 - State Highway Fund							
REVENUE							
Department 000 - General							
State Levied Shared Taxes	109,000.00	8,826.57	26,667.83	.00	82,332.17	24	112,000.00
Investment Earnings	2,500.00	.00	.00	.00	2,500.00	0	3,620.00
Department 000 - General Totals	\$111,500.00	\$8,826.57	\$26,667.83	\$0.00	\$84,832.17	24%	\$115,620.00
REVENUE TOTALS	\$111,500.00	\$8,826.57	\$26,667.83	\$0.00	\$84,832.17	24%	\$115,620.00
EXPENSE							
Department 268 - Street Department							
Supplies	70,678.00	24,643.50	60,652.53	6,000.00	4,025.47	94	73,470.00
Services	24,515.67	472.43	1,470.13	16,239.92	6,805.62	72	18,850.00
Department 268 - Street Department Totals	\$95,193.67	\$25,115.93	\$62,122.66	\$22,239.92	\$10,831.09	89%	\$92,320.00
EXPENSE TOTALS	\$95,193.67	\$25,115.93	\$62,122.66	\$22,239.92	\$10,831.09	89%	\$92,320.00
Fund 270 - State Highway Fund Totals							
REVENUE TOTALS	111,500.00	8,826.57	26,667.83	.00	84,832.17	24%	115,620.00
EXPENSE TOTALS	95,193.67	25,115.93	62,122.66	22,239.92	10,831.09	89%	92,320.00
Fund 270 - State Highway Fund Net Gain (Loss)	\$16,306.33	(\$16,289.36)	(\$35,454.83)	(\$22,239.92)	(\$74,001.08)	(354%)	\$23,300.00
Fund Type Totals							
REVENUE TOTALS	2,084,500.00	659,861.00	1,527,472.52	.00	557,027.48	73%	2,354,280.00
EXPENSE TOTALS	3,834,173.57	597,837.89	947,147.95	926,221.67	1,960,803.95	49%	2,762,430.00
Fund Type Net Gain (Loss)	(\$1,749,673.57)	\$62,023.11	\$580,324.57	(\$926,221.67)	\$1,403,776.47	20%	(\$408,140.00)
Fund Category Special Revenue Funds Totals							
REVENUE TOTALS	2,084,500.00	659,861.00	1,527,472.52	.00	557,027.48	73%	2,354,280.00
EXPENSE TOTALS	3,834,173.57	597,837.89	947,147.95	926,221.67	1,960,803.95	49%	2,762,430.00
Fund Category Special Revenue Funds Net Gain (Loss)	(\$1,749,673.57)	\$62,023.11	\$580,324.57	(\$926,221.67)	\$1,403,776.47	20%	(\$408,140.00)

Attachment: 05_09_2019 7_54_08 AM_Joni Crawford_46103NCB (Auditor's Reports, March, 2019)



Budget by Classification-March, 2019

6.a.b

Through 03/31/19
Summary Listi

Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior Total Ac
Fund Category Enterprise Funds							
Fund Type							
Fund 710 - Water Fund							
REVENUE							
Department 000 - General							
Utility Charges	780,000.00	96,697.00	187,616.49	.00	592,383.51	24	774,971
Other Revenues	.00	.00	135.03	.00	(135.03)	+++	2,521
Reimbursements	.00	6,450.00	6,450.00	.00	(6,450.00)	+++	461
Department 000 - General Totals	\$780,000.00	\$103,147.00	\$194,201.52	\$0.00	\$585,798.48	25%	\$777,961
Department 735 - Water Division							
Utility Charges	6,525,000.00	801,807.45	1,562,052.95	.00	4,962,947.05	24	6,492,061
Other Revenues	.00	(18,081.97)	1,618.17	.00	(1,618.17)	+++	118,551
Reimbursements	.00	.00	.00	.00	.00	+++	5,831
Department 735 - Water Division Totals	\$6,525,000.00	\$783,725.48	\$1,563,671.12	\$0.00	\$4,961,328.88	24%	\$6,616,451
REVENUE TOTALS	\$7,305,000.00	\$886,872.48	\$1,757,872.64	\$0.00	\$5,547,127.36	24%	\$7,394,411
EXPENSE							
Department 000 - General							
Capital Purchases	213,681.50	.00	.00	213,681.50	.00	100	1,395,391
Department 000 - General Totals	\$213,681.50	\$0.00	\$0.00	\$213,681.50	\$0.00	100%	\$1,395,391
Department 735 - Water Division							
Personal Services	422,102.00	41,694.04	134,155.70	17,334.70	270,611.60	36	409,861
Supplies	170,242.51	12,496.24	35,318.23	45,406.57	89,517.71	47	100,761
Services	6,616,678.62	(1,218.44)	1,177,491.78	2,123,524.63	3,315,662.21	50	4,830,841
Debt Service	.00	.00	.00	.00	.00	+++	51
Transfers/Other	1,000.00	.00	.00	.00	1,000.00	0	
Capital Purchases	290,000.00	2,439.00	2,439.00	129,494.00	158,067.00	45	166,451
Department 735 - Water Division Totals	\$7,500,023.13	\$55,410.84	\$1,349,404.71	\$2,315,759.90	\$3,834,858.52	49%	\$5,507,981
Department 991 - Debt Service							
Debt Service	367,758.00	.00	.00	47,642.96	320,115.04	13	365,751
Department 991 - Debt Service Totals	\$367,758.00	\$0.00	\$0.00	\$47,642.96	\$320,115.04	13%	\$365,751
EXPENSE TOTALS	\$8,081,462.63	\$55,410.84	\$1,349,404.71	\$2,577,084.36	\$4,154,973.56	49%	\$7,269,131
Fund 710 - Water Fund Totals							
REVENUE TOTALS	7,305,000.00	886,872.48	1,757,872.64	.00	5,547,127.36	24%	7,394,411
EXPENSE TOTALS	8,081,462.63	55,410.84	1,349,404.71	2,577,084.36	4,154,973.56	49%	7,269,131
Fund 710 - Water Fund Net Gain (Loss)	(\$776,462.63)	\$831,461.64	\$408,467.93	(\$2,577,084.36)	(\$1,392,153.80)	279%	\$125,281

Attachment: 05_09_2019 7:54 AM_Joni Crawford_46103NCB (Auditor's Reports, March, 2019)



Budget by Classification-March, 2019

6.a.b

Through 03/31/19
Summary Listi

Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior Total Ac
Fund Category Enterprise Funds							
Fund Type							
Fund 720 - Wastewater/Sewer Fund							
REVENUE							
Department 000 - General							
Utility Charges	380,000.00	47,247.77	92,542.53	.00	287,457.47	24	377,731
Department 000 - General Totals	\$380,000.00	\$47,247.77	\$92,542.53	\$0.00	\$287,457.47	24%	\$377,731
Department 736 - Wastewater Division							
Utility Charges	6,105,000.00	766,830.42	1,503,961.27	.00	4,601,038.73	25	6,049,501
Other Revenues	.00	.00	151.69	.00	(151.69)	+++	101
Reimbursements	.00	.00	.00	.00	.00	+++	7,631
Department 736 - Wastewater Division Totals	\$6,105,000.00	\$766,830.42	\$1,504,112.96	\$0.00	\$4,600,887.04	25%	\$6,057,231
REVENUE TOTALS	\$6,485,000.00	\$814,078.19	\$1,596,655.49	\$0.00	\$4,888,344.51	25%	\$6,434,971
EXPENSE							
Department 000 - General							
Capital Purchases	777,697.48	1,945.89	14,261.66	763,435.82	.00	100	45,051
Department 000 - General Totals	\$777,697.48	\$1,945.89	\$14,261.66	\$763,435.82	\$0.00	100%	\$45,051
Department 736 - Wastewater Division							
Personal Services	477,149.00	35,939.09	117,999.24	15,629.51	343,520.25	28	392,151
Supplies	103,160.36	2,124.93	4,125.94	16,034.42	83,000.00	20	36,261
Services	5,489,548.64	232,816.26	1,281,395.08	1,994,575.42	2,213,578.14	60	4,792,281
Capital Purchases	291,000.00	2,439.00	2,439.00	129,494.00	159,067.00	45	166,451
Department 736 - Wastewater Division Totals	\$6,360,858.00	\$273,319.28	\$1,405,959.26	\$2,155,733.35	\$2,799,165.39	56%	\$5,387,151
Department 991 - Debt Service							
Debt Service	39,945.00	.00	.00	1,880.00	38,065.00	5	39,921
Department 991 - Debt Service Totals	\$39,945.00	\$0.00	\$0.00	\$1,880.00	\$38,065.00	5%	\$39,921
EXPENSE TOTALS	\$7,178,500.48	\$275,265.17	\$1,420,220.92	\$2,921,049.17	\$2,837,230.39	60%	\$5,472,121
Fund 720 - Wastewater/Sewer Fund Totals							
REVENUE TOTALS	6,485,000.00	814,078.19	1,596,655.49	.00	4,888,344.51	25%	6,434,971
EXPENSE TOTALS	7,178,500.48	275,265.17	1,420,220.92	2,921,049.17	2,837,230.39	60%	5,472,121
Fund 720 - Wastewater/Sewer Fund Net Gain (Loss)	(\$693,500.48)	\$538,813.02	\$176,434.57	(\$2,921,049.17)	(\$2,051,114.12)	396%	\$962,851

Attachment: 05_09_2019 7:54 AM_Joni Crawford_46103NCB (Auditor's Reports, March, 2019)



Budget by Classification-March, 2019

6.a.b

Through 03/31/19
Summary List

Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior Total Ac
Fund Category Enterprise Funds							
Fund Type							
Fund 740 - Storm Water Drainage Fund							
REVENUE							
Department 000 - General							
Other Revenues	.00	.00	97.93	.00	(97.93)	+++	
Department 000 - General Totals	\$0.00	\$0.00	\$97.93	\$0.00	(\$97.93)	+++	\$0.00
Department 737 - Storm Water Division							
Utility Charges	1,350,000.00	184,346.47	343,273.51	.00	1,006,726.49	25	1,321,911.00
Reimbursements	.00	.00	.00	.00	.00	+++	5,011.00
Department 737 - Storm Water Division Totals	\$1,350,000.00	\$184,346.47	\$343,273.51	\$0.00	\$1,006,726.49	25%	\$1,326,922.00
REVENUE TOTALS	\$1,350,000.00	\$184,346.47	\$343,371.44	\$0.00	\$1,006,628.56	25%	\$1,326,922.00
EXPENSE							
Department 000 - General							
Capital Purchases	120,298.45	.00	.00	112,618.78	7,679.67	94	271,941.00
Department 000 - General Totals	\$120,298.45	\$0.00	\$0.00	\$112,618.78	\$7,679.67	94%	\$271,941.00
Department 737 - Storm Water Division							
Personal Services	329,381.00	28,180.40	82,501.60	8,976.94	237,902.46	28	281,641.00
Supplies	47,237.00	1,099.59	1,735.13	25,764.85	19,737.02	58	33,211.00
Services	1,088,519.73	78,251.74	215,032.96	601,384.02	272,102.75	75	869,421.00
Capital Purchases	65,600.00	.00	.00	44,016.00	21,584.00	67	39,281.00
Department 737 - Storm Water Division Totals	\$1,530,737.73	\$107,531.73	\$299,269.69	\$680,141.81	\$551,326.23	64%	\$1,223,561.00
Department 991 - Debt Service							
Debt Service	120,227.00	.00	.00	.00	120,227.00	0	122,481.00
Department 991 - Debt Service Totals	\$120,227.00	\$0.00	\$0.00	\$0.00	\$120,227.00	0%	\$122,481.00
EXPENSE TOTALS	\$1,771,263.18	\$107,531.73	\$299,269.69	\$792,760.59	\$679,232.90	62%	\$1,618,001.00
Fund 740 - Storm Water Drainage Fund Totals							
REVENUE TOTALS	1,350,000.00	184,346.47	343,371.44	.00	1,006,628.56	25%	1,326,922.00
EXPENSE TOTALS	1,771,263.18	107,531.73	299,269.69	792,760.59	679,232.90	62%	1,618,001.00
Fund 740 - Storm Water Drainage Fund Net Gain (Loss)	(\$421,263.18)	\$76,814.74	\$44,101.75	(\$792,760.59)	(\$327,395.66)	178%	(\$291,080.00)

Attachment: 05_09_2019 7:54 AM_Joni Crawford_46103NCB (Auditor's Reports, March, 2019)



Budget by Classification-March, 2019

6.a.b

Through 03/31/19
Summary List

Classification	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	YTD Encumbrances	Budget Less YTD Actual	% of Budget	Prior Total Actual
Fund Category Enterprise Funds							
Fund Type							
Fund 750 - Solid Waste Fund							
REVENUE							
Department 738 - Refuse Collection							
Utility Charges	2,200,000.00	188,741.14	513,757.86	.00	1,686,242.14	23	1,842,877.00
Department 738 - Refuse Collection Totals	\$2,200,000.00	\$188,741.14	\$513,757.86	\$0.00	\$1,686,242.14	23%	\$1,842,877.00
REVENUE TOTALS	\$2,200,000.00	\$188,741.14	\$513,757.86	\$0.00	\$1,686,242.14	23%	\$1,842,877.00
EXPENSE							
Department 738 - Refuse Collection							
Supplies	2,000.00	.00	.00	1,500.00	500.00	75	1,080.00
Services	3,134,213.06	298.94	322,804.01	476,260.29	2,335,148.76	25	1,926,080.00
Department 738 - Refuse Collection Totals	\$3,136,213.06	\$298.94	\$322,804.01	\$477,760.29	\$2,335,648.76	26%	\$1,927,170.00
EXPENSE TOTALS	\$3,136,213.06	\$298.94	\$322,804.01	\$477,760.29	\$2,335,648.76	26%	\$1,927,170.00
Fund 750 - Solid Waste Fund Totals							
REVENUE TOTALS	2,200,000.00	188,741.14	513,757.86	.00	1,686,242.14	23%	1,842,877.00
EXPENSE TOTALS	3,136,213.06	298.94	322,804.01	477,760.29	2,335,648.76	26%	1,927,170.00
Fund 750 - Solid Waste Fund Net Gain (Loss)	(\$936,213.06)	\$188,442.20	\$190,953.85	(\$477,760.29)	\$649,406.62	31%	(\$84,301.00)
Fund Type Totals							
REVENUE TOTALS	17,340,000.00	2,074,038.28	4,211,657.43	.00	13,128,342.57	24%	16,999,190.00
EXPENSE TOTALS	20,167,439.35	438,506.68	3,391,699.33	6,768,654.41	10,007,085.61	50%	16,286,430.00
Fund Type Net Gain (Loss)	(\$2,827,439.35)	\$1,635,531.60	\$819,958.10	(\$6,768,654.41)	(\$3,121,256.96)	210%	\$712,750.00
Fund Category Enterprise Funds Totals							
REVENUE TOTALS	17,340,000.00	2,074,038.28	4,211,657.43	.00	13,128,342.57	24%	16,999,190.00
EXPENSE TOTALS	20,167,439.35	438,506.68	3,391,699.33	6,768,654.41	10,007,085.61	50%	16,286,430.00
Fund Category Enterprise Funds Net Gain (Loss)	(\$2,827,439.35)	\$1,635,531.60	\$819,958.10	(\$6,768,654.41)	(\$3,121,256.96)	210%	\$712,750.00
Grand Totals							
REVENUE TOTALS	39,824,376.00	4,417,545.38	10,206,124.26	.00	29,618,251.74	26%	37,882,620.00
EXPENSE TOTALS	45,533,198.82	3,072,694.22	9,956,908.25	11,119,083.81	24,457,206.76	46%	36,938,930.00
Grand Total Net Gain (Loss)	(\$5,708,822.82)	\$1,344,851.16	\$249,216.01	(\$11,119,083.81)	(\$5,161,044.98)	190%	\$943,690.00

Attachment: 05_09_2019 7:54 AM_Joni Crawford_46103NCB (Auditor's Reports, March, 2019)

Service Department**Bill Sampson****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6884 Phone****ORDINANCE REQUEST****DATE: May 28, 2019****TO: Public Safety, Law and Courts Committee****RE: ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO
CONTRACT FOR THE 2019 STREET PROGRAM;
APPROPRIATING FUNDS; AND DECLARING AN EMERGENCY**

Approval:

Joe Begeny	Chris Shook	Skipped Stephen Cicak
------------	-------------	--------------------------

Emergency/Suspension: Emergency

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

Statement of necessity: So that construction can begin as soon as possible.

This legislation will authorize the Mayor to enter into contract with Strawser Paving, Inc. (1595 Frank Road, Columbus, Ohio 43223) for construction of the 2019 Street Program:

Contract (base bid).....	\$1,860,619.25
Alt 1.....	\$47,520.00
Alt 2.....	\$134,706.10
Alt 3.....	\$12,286.50
Contingency.....	<u>\$186,061.93</u>
Total.....	\$2,241,193.78

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

Appropriate as follows:

that an amount of \$354,200.00 in the unappropriated Storm Water Fund (740) be and is hereby appropriated to account no. 740.000.0167.5623 - Stormwater Lines; and

that an amount of \$1,692,481.18 in the unappropriated CIP Fund (410) be and is hereby appropriated to account no. 410.000.0167.5651- Street Resurfacing;

Additional Bid #1 (Park Trail Overlay): amount of \$47,520.00 in the unappropriated CIP Fund (410) be and is hereby appropriated to account no. 410.000.0167.5651- Street Resurfacing

Additional Bid #2 (Main and Taylor Turn Lane): amount of \$134,706.10 in the unappropriated Kroger TIF Fund (972) be and is hereby appropriated to account no. 972.000.4000.5651- Street Resurfacing

Additional Bid #3 (Main and Jackson Signal Modification): amount of \$12,286.50 in the unappropriated CIP Fund (410) be and is hereby appropriated to account no. 410.000.0167.5651- Street Resurfacing

Bid Opening Recording Sheet
2019 Street Maintenance Program
Bid Date: May 3, 2019 at 2:00pm

Book #	Name	Base Bid	Additional Bid 1	Additional Bid 2	Additional Bid 3
1	EMH&T - Engineer's Estimate	\$ 1,992,000	\$ 46,000	\$ 172,000	\$ 17,000
2	Columbus Asphalt Paving	\$ 1,878,211. ⁵⁰	\$ 44,332. ⁰⁰	\$ 136,749. ²⁰	\$ 12,611. ⁶⁰
#1 5	Strawser Paving	\$ 1,860,619. ²⁵	\$ 47,520. ⁰⁰	\$ 134,706. ¹⁰	\$ 12,286. ⁵⁰
#3 7	Decker Construction	\$ 1,931,597. ⁹⁸	\$ 48,805. ⁸⁰	\$ 164,567. ⁴³	\$ 18,862. ⁸²
5		\$	\$	\$	\$
6		\$	\$	\$	\$
7		\$	\$	\$	\$
8		\$	\$	\$	\$
9		\$	\$	\$	\$
10		\$	\$	\$	\$
11		\$	\$	\$	\$
12		\$	\$	\$	\$

2,227,000
207,904.
153,413.
LTL Jackson
2,63,834.00

Bids opened in the presence of:

Bill Sampson & Stephen Cicak
on 5-3-19 at 4:00 p.m.

Attachment: Bid Opening Recording Sheet (60-19 : 2019 Street Program Contract Authorization and Appropriation)



May 10, 2019

Mr. William J. Sampson, LEED Green Associate
Director of Public Service
City of Reynoldsburg
7232 East Main Street
Reynoldsburg, Ohio 43068

Re: 2019 Street Maintenance Program

Dear Mr. Sampson,

We have completed our analysis of the bids received on May 3, 2019 for the 2019 Street Maintenance Program. Based on our review of the public bid results, we recommend that the contract be awarded to Strawser Paving Company, Inc. for the amount of \$1,860,619.25 for the work included under the Base Bid, \$47,520.00 for the work included in Additional Bid 1, \$134,706.10 for the work included in Additional Bid 2, and \$12,286.50 for the work included in Additional Bid 3. They appear to be qualified for this type of work and their prices are competitive when compared to those of recent, similar projects.

Please review the enclosed information. Once City Council authorizes this project for construction, we will prepare conformed copies of the contract documents and forward them to the selected Contractor for execution. Please do not hesitate to contact me if you should have any additional questions.

Sincerely,

EVANS, MECHWART, HAMBLETON & TILTON, INC.

A handwritten signature in blue ink, reading 'Ryan M. Andrews'.

Ryan M. Andrews, PE

Copy: Keith Kundtz, Street Superintendent

Attachments:

Bid Tabulation
Notice of Award of Contract

CITY OF REYNOLDSBURG, OHIO

2019 Street Maintenance Program

EMH&T JN: 2019-0113

Bids Received: May 3, 2019

Ref. No.	Item No.	Description	Quantity	Units	Engineer's Estimate		Strawser Paving Co. Inc. 1595 Frank Road Columbus, Ohio 43223		Columbus Asphalt Paving 1196 Technology Dr. Gahanna, OH 43230		Decker Construction Co. 3040 McKinley Avenue Columbus, Ohio 43204	
					Price	Extension	Price	Extension	Price	Extension	Price	Extension
WORK TO BE DONE ON VARIOUS STREETS												
1	202	Sidewalk or Asphalt Pavement Removed	1,340	S.F.	\$2.00	\$2,680.00	\$6.00	\$8,040.00	\$5.90	\$7,906.00	\$3.12	\$4,180.80
2	203	Excavation & Granular Replacement with Item 304 Limestone	930	C.Y.	\$65.00	\$60,450.00	\$50.00	\$46,500.00	\$78.00	\$72,540.00	\$77.03	\$71,637.90
3	204	Subgrade Compaction (Existing Base Material)	9,200	S.Y.	\$2.00	\$18,400.00	\$0.20	\$1,840.00	\$0.70	\$6,440.00	\$0.73	\$6,716.00
4	253	Residential Full Depth Pavement Repair (Spot), Without Surface Course	550	S.Y.	\$90.00	\$49,500.00	\$87.00	\$47,850.00	\$64.00	\$35,200.00	\$90.25	\$49,637.50
4A	253	Residential Full Depth Pavement Repair (Spot), With Surface Course	300	S.Y.	\$95.00	\$28,500.00	\$72.50	\$21,750.00	\$89.00	\$26,700.00	\$110.00	\$33,000.00
5	253	Pavement Replacement for Gravel Driveway, Per R-3C	2	S.Y.	\$25.00	\$50.00	\$150.00	\$300.00	\$92.00	\$184.00	\$400.00	\$800.00
6	254	Planing, 4"	200	S.Y.	\$4.00	\$800.00	\$14.00	\$2,800.00	\$7.70	\$1,540.00	\$11.59	\$2,318.00
7	254	Planing, 3"	3,300	S.Y.	\$3.50	\$11,550.00	\$2.25	\$7,425.00	\$3.25	\$10,725.00	\$3.10	\$10,230.00
8	254	Planing, T=6"	9,200	S.Y.	\$5.00	\$46,000.00	\$6.50	\$59,800.00	\$5.35	\$49,220.00	\$5.57	\$51,244.00
9	254	Planing, to Concrete Base	36,420	S.Y.	\$3.00	\$109,260.00	\$2.00	\$72,840.00	\$3.00	\$109,260.00	\$2.23	\$81,216.60
10	254	Planing, Profile, 1.5"±	3,300	S.Y.	\$2.00	\$6,600.00	\$7.25	\$23,925.00	\$2.40	\$7,920.00	\$3.62	\$11,946.00
11	301	Bituminous Aggregate Base, T=3"	773	C.Y.	\$175.00	\$135,275.00	\$165.00	\$127,545.00	\$136.00	\$105,128.00	\$165.48	\$127,916.04
12	407	Trackless Tack Coat (0.1Gal/SY)	5,402	Gal	\$6.00	\$32,412.00	\$4.50	\$24,309.00	\$4.40	\$23,768.80	\$4.25	\$22,958.50
13	441	Asphalt Concrete, Intermediate Course, Type 2, (448), 1.75"	447	C.Y.	\$190.00	\$84,930.00	\$173.00	\$77,331.00	\$155.00	\$69,285.00	\$177.48	\$79,333.56
14	441	Asphalt Concrete, Surface Course, Type 1, (448), 1.25", PG 64-22	319	C.Y.	\$205.00	\$65,395.00	\$186.50	\$59,493.50	\$177.00	\$56,463.00	\$191.48	\$61,082.12
15	441	Asphalt Concrete, Surface Course, Type 1, (448), 1.5", PG 64-22	3,698	Tons	\$98.00	\$362,404.00	\$92.00	\$340,216.00	\$88.00	\$325,424.00	\$96.24 ^A	\$355,895.52
16	441	Asphalt Concrete, Leveling Course, Type 1, (448), 1.0"+/-	2,077	Tons	\$95.00	\$197,315.00	\$92.00	\$191,084.00	\$85.00	\$176,545.00	\$96.24 ^A	\$199,890.48
17	441	Asphalt Concrete, Surface Course, Type 1, (448), 2.0", PG 64-22	23	Tons	\$95.00	\$2,185.00	\$111.00	\$2,553.00	\$89.00	\$2,047.00	\$96.24 ^A	\$2,213.52
18	441	Asphalt Concrete, Intermediate (Leveling) Course, Type 2, (448), 2.0"	23	Tons	\$95.00	\$2,185.00	\$111.00	\$2,553.00	\$74.00	\$1,702.00	\$89.24 ^A	\$2,052.52
19	441	Asphalt Concrete, Surface Course, Type 1, (448), 1.5", PG 70-22M	60	Tons	\$105.00	\$6,300.00	\$280.00	\$16,800.00	\$135.00	\$8,100.00	\$252.70	\$15,162.00
20	452	Partial Non-Reinforced Concrete Pavement Apron Removal and Replacement (Residential, T=6-in, Per R-13), Class MS	432	S.Y.	\$95.00	\$41,040.00	\$84.50	\$36,504.00	\$83.00	\$35,856.00	\$90.75	\$39,204.00
21	452	Partial Non-Reinforced Concrete Pavement Apron Removal and Replacement (Commercial, T=8-in, Per R-11), Class MS	30	S.Y.	\$120.00	\$3,600.00	\$97.00	\$2,910.00	\$90.00	\$2,700.00	\$126.84	\$3,805.20
22	452	Partial Non-Reinforced Concrete Pavement Alley/Access Road Approach Removal and Replacement (Commercial, T=8-in, Per R-12), Class MS	220	S.Y.	\$100.00	\$22,000.00	\$83.00	\$18,260.00	\$90.00	\$19,800.00	\$103.82 ^A	\$22,840.40
23	604	Curb and Gutter Inlet, Adjusted to Grade	10	E.A.	\$200.00	\$2,000.00	\$352.00	\$3,520.00	\$325.00	\$3,250.00	\$250.00	\$2,500.00
24	604	Curb and Gutter Inlet, Reconstructed to Grade	10	E.A.	\$750.00	\$7,500.00	\$556.00	\$5,560.00	\$840.00	\$8,400.00	\$700.00	\$7,000.00
25	604	Curb Inlet, Adjusted to Grade	10	E.A.	\$200.00	\$2,000.00	\$352.00	\$3,520.00	\$320.00	\$3,200.00	\$250.00	\$2,500.00
26	604	Curb Inlet, Reconstructed to Grade	10	E.A.	\$750.00	\$7,500.00	\$556.00	\$5,560.00	\$840.00	\$8,400.00	\$700.00	\$7,000.00
27	604	Manhole, Adjusted to Grade	10	E.A.	\$200.00	\$2,000.00	\$103.00	\$1,030.00	\$425.00	\$4,250.00	\$250.00	\$2,500.00
28	608	Detectable Warning System, 2' x 4' (Per City of Columbus 1551, Type E, Red in Color)	116	E.A.	\$170.00	\$19,720.00	\$72.50	\$8,410.00	\$140.00	\$16,240.00	\$422.24	\$48,979.84
29	608	Remove & Replace Concrete Curb Ramps & Sidewalk (Per R-10C)	17,350	S.F.	\$10.00	\$173,500.00	\$10.25	\$177,837.50	\$13.00	\$225,550.00	\$9.71	\$168,468.50
30	608	Concrete Sidewalk, Per R-9	605	S.F.	\$7.00	\$4,235.00	\$4.00	\$2,420.00	\$8.50	\$5,142.50	\$8.68	\$5,251.40
31	609	Remove and Replace Concrete Curb & Gutter (Continuous, Per R-5)	6,732	L.F.	\$25.00	\$168,300.00	\$25.00	\$168,300.00	\$27.75	\$186,813.00	\$23.10	\$155,509.20
32	609	Remove and Replace Concrete Curb & Gutter (Spot, Per R-6)	3,130	L.F.	\$40.00	\$125,200.00	\$42.00	\$131,460.00	\$31.75	\$99,377.50	\$34.74	\$108,736.20
33	609	Straight 18" Concrete Curb (Continuous, Per R-8)	215	L.F.	\$25.00	\$5,375.00	\$19.00	\$4,085.00	\$18.75	\$4,031.25	\$35.21	\$7,570.15
34	621	Raised Pavement Markers Removed	25	Ea.	\$50.00	\$1,250.00	\$12.00	\$300.00	\$14.00	\$350.00	\$7.75	\$193.75
35	644	Center Line	1,780	L.F.	\$3.00	\$5,340.00	\$1.50	\$2,670.00	\$1.85	\$3,293.00	\$1.39	\$2,474.20

Attachment: Award Rec and Bid Tab Street (60-19 : 2019 Street Program Contract Authorization and Appropriation)

CITY OF REYNOLDSBURG, OHIO

2019 Street Maintenance Program

EMH&T JN: 2019-0113

Bids Received: May 3, 2019

Ref. No.	Item No.	Description	Quantity	Units	Engineer's Estimate		Strawser Paving Co. Inc. 1595 Frank Road Columbus, Ohio 43223		Columbus Asphalt Paving 1196 Technology Dr. Gahanna, OH 43230		Decker Construction Co. 3040 McKinley Avenue Columbus, Ohio 43204	
					Price	Extension	Price	Extension	Price	Extension	Price	Extension
36	644	Channelizing Line	195	L.F.	\$4.00	\$780.00	\$1.75	\$341.25	\$2.10	\$409.50	\$1.65	\$321.75
37	644	Lane Arrow	6	Ea.	\$150.00	\$900.00	\$97.00	\$582.00	\$83.00	\$498.00	\$91.67	\$550.02
38	644	Word on Pavement, 96", STOP	1	Ea.	\$200.00	\$200.00	\$146.50	\$146.50	\$205.00	\$205.00	\$139.05	\$139.05
39	644	Word on Pavement, 96", ONLY	1	Ea.	\$350.00	\$350.00	\$141.00	\$141.00	\$155.00	\$155.00	\$133.90	\$133.90
40	644	Edge Line, 5"	385	L.F.	\$2.00	\$770.00	\$1.00	\$385.00	\$1.30	\$500.50	\$0.82	\$315.70
41	644	Crosswalks, 12" White	2,753	L.F.	\$2.50	\$6,882.50	\$2.50	\$6,882.50	\$3.65	\$10,048.45	\$2.52	\$6,937.56
42	644	Stop Bars, 24" White	1,055	L.F.	\$5.00	\$5,275.00	\$6.00	\$6,330.00	\$7.00	\$7,385.00	\$5.56	\$5,865.80 ^B
43	807	Water Valve or Service Box, Adjusted to Grade	10	E.A.	\$300.00	\$3,000.00	\$45.00	\$450.00	\$260.00	\$2,600.00	\$250.00	\$2,500.00
44	SPEC	Extra Yard Grading with Topsoil, Seed, Fertilizer and Mulch	500	S.Y.	\$15.00	\$7,500.00	\$12.00	\$6,000.00	\$7.60	\$3,800.00	\$19.05	\$9,525.00
45	SS-1510	SAMI Seal	44,020	S.Y.	\$3.50	\$154,070.00	\$3.00	\$132,060.00	\$2.95	\$129,859.00	\$3.05	\$134,261.00
*Contingency Items					BIDDER'S TOTAL FOR BASE BID =		\$1,992,478.50		\$1,860,619.25		\$1,878,211.50	
CORRECTED BIDDER'S TOTAL FOR BASE BID =					NA		NA		NA		\$1,931,597.98	
											NA	
ADDITIONAL BID 1 (PARK MAINTENANCE)												
A1-1	203	Excavation & Granular Replacement with Item 304 Limestone	20	C.Y.	\$45.00	\$900.00	\$150.00	\$3,000.00	\$78.00	\$1,560.00	\$78.59	\$1,571.80
A1-2	253	Spot Full Depth Asphalt Pavement Repair, Trail	100	S.Y.	\$75.00	\$7,500.00	\$73.50	\$7,350.00	\$80.00	\$8,000.00	\$75.00	\$7,500.00
A1-3	407	Trackless Tack Coat (0.1Gal/SY)	380	Gal	\$4.00	\$1,520.00	\$4.50	\$1,710.00	\$4.40	\$1,672.00	\$4.25	\$1,615.00
A1-4	441	Thinlay Asphalt Concrete, Type MED, T=3/4-in± (Trail)	170	Tons	\$175.00	\$29,750.00	\$166.00	\$28,220.00	\$160.00	\$27,200.00	\$182.50	\$31,025.00
A1-5	614	Maintenance of Traffic	1	L.S.	\$2,000.00	\$2,000.00	\$2,240.00	\$2,240.00	\$1,300.00	\$1,300.00	\$3,000.00	\$3,000.00
A1-6	SPEC	Mill Butt Joints	200	L.F.	\$20.00	\$4,000.00	\$25.00	\$5,000.00	\$23.00	\$4,600.00	\$20.47	\$4,094.00
*Contingency Items					BIDDER'S TOTAL FOR ADDITIONAL BID 1 =		\$45,670.00		\$47,520.00		\$44,332.00	
CORRECTED BIDDER'S TOTAL FOR ADDITIONAL BID 1 =					NA		NA		NA		\$48,805.80	
											NA	

CITY OF REYNOLDSBURG, OHIO												
2019 Street Maintenance Program												
EMH&T JN: 2019-0113												
Bids Received: May 3, 2019												
Ref. No.	Item No.	Description	Quantity	Units	Engineer's Estimate		Strawser Paving Co. Inc. 1595 Frank Road Columbus, Ohio 43223		Columbus Asphalt Paving 1196 Technology Dr. Gahanna, OH 43230		Decker Construction Co. 3040 McKinley Avenue Columbus, Ohio 43204	
					Price	Extension	Price	Extension	Price	Extension	Price	Extension
ADDITIONAL BID 2 (TAYLOR ROAD AT EAST MAIN STREET)												
A2-1	201	Clearing and Grubbing	1	L.S.	\$5,000.00	\$5,000.00	\$100.00	\$100.00	\$3,400.00	\$3,400.00	\$1,500.00	\$1,500.0000
A2-2	202	Existing Concrete Curb and Gutter Removed	175	L.F.	\$5.00	\$875.00	\$15.50	\$2,712.50	\$9.10	\$1,592.50	\$8.28	\$1,449.0000
A2-3	202	Curb & Gutter Inlet Removed	1	Ea.	\$1,000.00	\$1,000.00	\$545.00	\$545.00	\$500.00	\$500.00	\$399.36	\$399.3600
A2-4	202	Concrete Walk and Curb Ramps Removed	845	S.F.	\$5.00	\$4,225.00	\$2.00	\$1,690.00	\$2.60	\$2,197.00	\$2.60	\$2,197.0000
A2-5	203	Roadway Excavation, Inlcuding Pavement Removal	1	L.S.	\$8,000.00	\$8,000.00	\$7,725.00	\$7,725.00	\$6,500.00	\$6,500.00	\$20,627.28	\$20,627.2800
A2-6	203*	Excavation/Embankment	15	C.Y.	\$86.00	\$1,290.00	\$44.00	\$660.00	\$48.00	\$720.00	\$41.57	\$623.5500
A2-7	204*	Excavation and Disposal of Unsuitable Subgrade	25	C.Y.	\$50.00	\$1,250.00	\$33.00	\$825.00	\$48.00	\$1,200.00	\$29.27	\$731.7500
A2-8	204*	Granular Embankment, No. 2 Limestone	25	C.Y.	\$50.00	\$1,250.00	\$50.00	\$1,250.00	\$48.00	\$1,200.00	\$42.20	\$1,055.0000
A2-9	204*	Geogrid	100	S.Y.	\$4.50	\$450.00	\$5.00	\$500.00	\$5.60	\$560.00	\$4.13	\$413.0000
A2-10	204	Subgrade Compaction	235	S.Y.	\$4.00	\$940.00	\$0.50	\$117.50	\$2.85	\$669.75	\$3.78	\$888.3000
A2-11	204*	Proof Rolling	2	Hr.	\$150.00	\$300.00	\$90.00	\$180.00	\$87.00	\$174.00	\$72.90	\$145.8000
A2-12	207	Sedimentation and Erosion Control	1	L.S.	\$2,000.00	\$2,000.00	\$500.00	\$500.00	\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.0000
A2-13	254	Pavement Planing	1,095	S.Y.	\$12.00	\$13,140.00	\$4.00	\$4,380.00	\$4.40	\$4,818.00	\$5.20	\$5,694.0000
A2-14	301	Bituminous Aggregate Base (T=6-in)	33	C.Y.	\$150.00	\$4,950.00	\$213.00	\$7,029.00	\$183.00	\$6,039.00	\$245.22	\$8,092.2600
A2-15	304	Aggregate Base (T=6-in)	40	C.Y.	\$45.00	\$1,800.00	\$150.00	\$6,000.00	\$80.00	\$3,200.00	\$112.64	\$4,505.6000
A2-16	407	Trackless Tack Coat (0.1Gal / SY)	157	Gal.	\$20.00	\$3,140.00	\$4.46	\$700.22	\$5.60	\$879.20	\$4.25	\$667.2500
A2-17	441	Asphalt Concrete, Intermediate Course, (Medium Traffic), PG64-22 (T=1.75-in)	10	C.Y.	\$250.00	\$2,500.00	\$325.00	\$3,250.00	\$200.00	\$2,000.00	\$257.22	\$2,572.2000
A2-18	441	Asphalt Concrete, Surface Course, (Medium Traffic), PG64-22 (T=1.25-in)	45	C.Y.	\$275.00	\$12,375.00	\$219.00	\$9,855.00	\$235.00	\$10,575.00	\$271.22	\$12,204.9000
A2-19	604	Curb & Gutter Inlet (per ST-10)	1	Ea.	\$2,250.00	\$2,250.00	\$6,700.00	\$6,700.00	\$3,900.00	\$3,900.00	\$3,871.68	\$3,871.6800
A2-20	605	4-in Shallow Pipe Underdrain	190	L.F.	\$12.00	\$2,280.00	\$15.00	\$2,850.00	\$7.60	\$1,444.00	\$9.15	\$1,738.5000
A2-21	608	Concrete Walk (T=4-in) with 4-in Aggregate Base (Per R-9)	744	S.F.	\$10.00	\$7,440.00	\$8.25	\$6,138.00	\$10.20	\$7,588.80	\$7.57	\$5,632.0800
A2-22	608	Curb Ramps (T=4-in) With 4-in Aggregate Base (Per R-10)	100	S.F.	\$13.00	\$1,300.00	\$8.25	\$825.00	\$12.00	\$1,200.00	\$11.96	\$1,196.0000
A2-23	608	Detectable Warning System, 2' x 4'	2	Ea.	\$200.00	\$400.00	\$72.00	\$144.00	\$195.00	\$390.00	\$586.35	\$1,172.7000
A2-24	609	Combination Curb and Gutter, Continuous (Per R-5)	190	L.F.	\$35.00	\$6,650.00	\$25.00	\$4,750.00	\$21.00	\$3,990.00	\$37.67	\$7,157.3000
A2-25	614	Maintaining Traffic, As Per Plan	1	L.S.	\$25,000.00	\$25,000.00	\$1,100.00	\$1,100.00	\$6,800.00	\$6,800.00	\$8,500.00	\$8,500.0000
A2-26	623	Construction Layout Stakes	1	L.S.	\$5,000.00	\$5,000.00	\$700.00	\$700.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.0000
A2-27	653	Topsoil Furnished and Placed	20	C.Y.	\$55.00	\$1,100.00	\$64.00	\$1,280.00	\$100.00	\$2,000.00	\$100.00	\$2,000.0000
A2-28	659	Seeding and Mulching	238	S.Y.	\$2.25	\$535.50	\$1.50	\$357.00	\$4.20	\$999.60	\$3.50	\$833.0000
A2-29	630	Ground Mounted Support, No. 3 Post	28	L.F.	\$20.00	\$560.00	\$19.50	\$546.00	\$25.00	\$700.00	\$25.23	\$706.4400
A2-30	630	Removal of Ground Mounted Sign and Storage	1	Ea.	\$50.00	\$50.00	\$27.00	\$27.00	\$31.00	\$31.00	\$30.90	\$30.9000
A2-31	630	Removal of Ground Mounted Post and Disposal	2	Ea.	\$50.00	\$100.00	\$54.00	\$108.00	\$31.00	\$62.00	\$30.90	\$61.8000
A2-32	630	Sign, Flat Sheet, Type G	11.25	S.F.	\$25.00	\$281.25	\$21.50	\$241.88	\$45.00	\$506.25	\$45.32	\$509.8500

Attachment: Award Rec and Bid Tab Street (60-19 : 2019 Street Program Contract Authorization and Appropriation)

CITY OF REYNOLDSBURG, OHIO 2019 Street Maintenance Program EMH&T JN: 2019-0113 Bids Received: May 3, 2019												
Ref. No.	Item No.	Description	Quantity	Units	Engineer's Estimate		Strawser Paving Co. Inc. 1595 Frank Road Columbus, Ohio 43223		Columbus Asphalt Paving 1196 Technology Dr. Gahanna, OH 43230		Decker Construction Co. 3040 McKinley Avenue Columbus, Ohio 43204	
					Price	Extension	Price	Extension	Price	Extension	Price	Extension
A2-33	644	Center Line	0.03	Mile	\$6,500.00	\$195.00	\$10,000.00	\$300.00	\$19,000.00	\$570.00	\$9,924.05	\$297.7215
A2-34	644	Channelizing Line	339	L.F.	\$3.00	\$1,017.00	\$2.50	\$847.50	\$2.35	\$796.65	\$2.32	\$786.4800
A2-35	644	Stop Line	45	L.F.	\$8.00	\$360.00	\$7.50	\$337.50	\$8.35	\$375.75	\$7.16	\$322.2000
A2-36	644	Crosswalk Line	174	L.F.	\$4.00	\$696.00	\$4.00	\$696.00	\$3.15	\$548.10	\$3.76	\$654.2400
A2-37	644	Lane Arrow	6	Ea.	\$95.00	\$570.00	\$100.00	\$600.00	\$83.00	\$498.00	\$103.00	\$618.0000
A2-38	625	Conduit, 2", 725.051	106	L.F.	\$5.50	\$583.00	\$16.00	\$1,696.00	\$4.40	\$466.40	\$10.30	\$1,091.8000
A2-39	625	Trench	53	L.F.	\$7.00	\$371.00	\$30.00	\$1,590.00	\$29.00	\$1,537.00	\$14.93	\$791.2900
A2-40	625	Ground Rod	2	Ea.	\$190.00	\$380.00	\$165.00	\$330.00	\$160.00	\$320.00	\$257.50	\$515.0000
A2-41	625	No. 4 AWG, 600 Volt Distribution Cable, As Per Plan	686	L.F.	\$2.50	\$1,715.00	\$3.00	\$2,058.00	\$2.90	\$1,989.40	\$6.69	\$4,589.3400
A2-42	632	Pedestal Support, 10.7', Transformer Base, As Per Plan	1	Ea.	\$1,400.00	\$1,400.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,854.00	\$1,854.0000
A2-43	632	Pedestal Foundation, As Per Plan	2	Ea.	\$1,300.00	\$2,600.00	\$425.00	\$850.00	\$400.00	\$800.00	\$952.75	\$1,905.5000
A2-44	632	Signal Cable, 7 Conductor, No. 14 AWG	342	L.F.	\$2.20	\$752.40	\$4.00	\$1,368.00	\$3.50	\$1,197.00	\$6.49	\$2,219.5800
A2-45	632	Loop Detector Lead-In Cable, IMSA 50-2	261	L.F.	\$2.00	\$522.00	\$2.00	\$522.00	\$1.80	\$469.80	\$6.18	\$1,612.9800
A2-46	632	Signalization Misc.: Stop Line Radar Detection Unit	4	Ea.	\$7,000.00	\$28,000.00	\$6,600.00	\$26,400.00	\$6,400.00	\$25,600.00	\$7,210.00	\$28,840.0000
A2-47	632	Signalization Misc.: Advanced Radar Detection Unit	2	Ea.	\$7,000.00	\$14,000.00	\$7,100.00	\$14,200.00	\$6,800.00	\$13,600.00	\$7,313.00	\$14,626.0000
A2-48	632	Removal of Traffic Signal Installation, As Per Plan	1	Ea.	\$1,200.00	\$1,200.00	\$4,100.00	\$4,100.00	\$4,000.00	\$4,000.00	\$2,317.50	\$2,317.5000
A2-49	632	Signalization Misc.: Reuse of Pedestrian Signal Head	2	Ea.	\$150.00	\$300.00	\$500.00	\$1,000.00	\$510.00	\$1,020.00	\$339.90	\$679.8000
A2-50	632	Signalization Misc.: Reuse of Pedestrian Pushbutton	1	Ea.	\$100.00	\$100.00	\$325.00	\$325.00	\$225.00	\$225.00	\$257.50	\$257.5000
A2-51	632	Signalization Misc.: Reuse of Pedestrian Pedestal	1	Ea.	\$300.00	\$300.00	\$1,900.00	\$1,900.00	\$1,900.00	\$1,900.00	\$412.00	\$412.0000
*Contingency Items												
BIDDER'S TOTAL FOR ADDITIONAL BID 2 =					\$172,493.15		\$134,706.10		\$136,749.20		\$164,567.43	
CORRECTED BIDDER'S TOTAL FOR ADDITIONAL BID 2 =					NA		NA		NA		NA	

Attachment: Award Rec and Bid Tab Street (60-19 : 2019 Street Program Contract Authorization and Appropriation)

CITY OF REYNOLDSBURG, OHIO

2019 Street Maintenance Program

EMH&T JN: 2019-0113

Bids Received: May 3, 2019

Ref. No.	Item No.	Description	Quantity	Units	Engineer's Estimate		Strawser Paving Co. Inc. 1595 Frank Road Columbus, Ohio 43223		Columbus Asphalt Paving 1196 Technology Dr. Gahanna, OH 43230		Decker Construction Co. 3040 McKinley Avenue Columbus, Ohio 43204	
					Price	Extension	Price	Extension	Price	Extension	Price	Extension
ADDITIONAL BID 3 (JACKSON STREET)												
A3-1	630	Sign Hanger Assembly, Span Wire	1	L.F.	\$130.00	\$130.00	\$450.00	\$450.00	\$425.00	\$425.00	\$437.75	\$437.750000
A3-2	630	Sign, Flat Sheet, Type G	6.25	L.F.	\$25.00	\$156.25	\$90.00	\$562.50	\$92.00	\$575.00	\$56.65	\$354.062500
A3-3	630	Signing, Misc.: Traffic Signal Signs	1	Ea.	\$2,000.00	\$2,000.00	\$800.00	\$800.00	\$825.00	\$825.00	\$1,184.50	\$1,184.500000
A3-4	632	Vehicular Signal Head, LED, Aluminum, 5-Section, 12" Lens, 1-Way, As Per Plan	1	L.F.	\$700.00	\$700.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,442.00	\$1,442.000000
A3-5	632	Signal Cable, 7 Conductor, No. 14 AWG	131	Ea.	\$2.20	\$288.20	\$4.00	\$524.00	\$3.60	\$471.60	\$7.21	\$944.510000
A3-6	632	Removal of Traffic Signal Installation, As Per Plan	1	Ea.	\$1,200.00	\$1,200.00	\$750.00	\$750.00	\$800.00	\$800.00	\$1,174.20	\$1,174.200000
A3-7	632	Signalization Misc.: Delashing and Relashing of Cable	1	L.F.	\$1,500.00	\$1,500.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$885.80	\$885.800000
A3-8	632	Signalization Misc.: Stop Line Radar Detection Unit	1	Ea.	\$7,000.00	\$7,000.00	\$6,200.00	\$6,200.00	\$6,500.00	\$6,500.00	\$8,240.00	\$8,240.000000
A3-9	633	Controller Item, Misc.: Cabinet/Controller Modification	1	L.F.	\$4,000.00	\$4,000.00	\$650.00	\$650.00	\$665.00	\$665.00	\$4,200.00	\$4,200.000000
*Contingency Items												
BIDDER'S TOTAL FOR ADDITIONAL BID 3 =					\$16,974.45		\$12,286.50		\$12,611.60		\$18,862.82	
CORRECTED BIDDER'S TOTAL FOR ADDITIONAL BID 3 =					NA		NA		NA		NA	

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

^B Correct Bidder's Total: price x quantity was incorrectly calculated by Bidder

BY: 
Ryan M. Andrews, PE

Evans, Mechwart, Hambleton & Tilton, Inc.
5500 New Albany Road
Columbus, OH 43054

Attachment: Award Rec and Bid Tab Street (60-19 : 2019 Street Program Contract Authorization and Appropriation)

_____, 2019

Sent by Regular US Mail

Surety:

Fidelity and Deposit Company of Maryland

6 PPG Place, Suite 800

Pittsburgh, Pennsylvania 15222

Surety Agent:

Kernan Insurance Agency, Inc

9932 Brewster Lane

Powell, Ohio 43065

Re: Notice of Award of Contract

To Whom It May Concern:

You are notified that your principal, Strawser Paving Company (Contractor) has been awarded a contract for **2019 Street Maintenance Program** in the amount of \$2,055,131.85 by the City of Reynoldsburg.

Thank you,

By _____

Name/Title: Brad McCloud, Mayor

Attachment: Award Rec and Bid Tab Street (60-19 : 2019 Street Program Contract Authorization and Appropriation)

NTS

ORDINANCE NO. 60-19PASSED: May 28, 2019

ORDINANCE AUTHORIZING MAYOR TO ENTER INTO CONTRACT FOR 2019 STREET PROGRAM; APPROPRIATING FUNDS; AND DECLARING AN EMERGENCY.

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

SECTION 1. That the Mayor be and is hereby authorized and directed to enter into contract with Strawser Paving, Inc., 1595 Frank Road, Columbus, Ohio, 43223, for the 2019 Street Program; project costs to be as follows:

Contract (base bid).....	\$1,860,619.25
Additional bid 1.....	\$47,520.00
Additional bid 2.....	\$134,706.10
Additional bid 3.....	\$12,286.50
Contingency.....	<u>\$186,061.93</u>
Total.....	\$2,241,193.78

SECTION 2. That in order to fund the street program referred to in Section 1, the following appropriations shall be made:

that an amount of \$354,200.00 in the unappropriated Storm Water Fund (740) be and is hereby appropriated to account no. 740.000.0167.5623 - Stormwater Lines; and

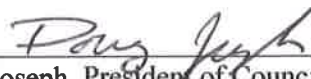
that an amount of \$1,692,481.18 in the unappropriated CIP Fund (410) be and is hereby appropriated to account no. 410.000.0167.5651- Street Resurfacing;

Additional Bid #1 (Park Trail Overlay): amount of \$47,520.00 in the unappropriated CIP Fund (410) be and is hereby appropriated to account no. 410.000.0167.5651- Street Resurfacing

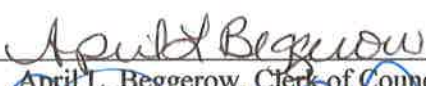
Additional Bid #2 (Main and Taylor Turn Lane): amount of \$134,706.10 in the unappropriated Kroger TIF Fund (972) be and is hereby appropriated to account no. 972.000.4000.5651- Street Resurfacing

Additional Bid #3 (Main and Jackson Signal Modification): amount of \$12,286.50 in the unappropriated CIP Fund (410) be and is hereby appropriated to account no. 410.000.0167.5651- Street Resurfacing

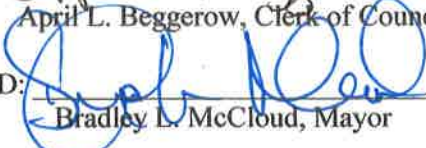
SECTION 3. That this ordinance is deemed to be an emergency measure necessary for the financial needs of the city, and further so that construction can begin as soon as possible in order to be completed this year; wherefore upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor.



 Doug Joseph, President of Council

ATTEST: 

 April L. Beggerow, Clerk of Council

APPROVED: 

 Bradley L. McCloud, Mayor

DATE

5/29/19

Attachment: 60-19 Construction 2019 Street Program (60-19 : 2019 Street Program Contract Authorization and Appropriation)

CERTIFICATE

I, April L. Beggerow, Clerk of Council, City of Reynoldsburg, Ohio do hereby certify the foregoing to be a true and correct copy of Ordinance No. 60-19 as passed by Council of said City on the 28th day of May, 2019 and as recorded in the Record of Proceedings of said Council.


April L. Beggerow, Clerk of Council

Filed with Mayor: 5/29/19

Service Department**Bill Sampson****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6884 Phone****ORDINANCE REQUEST****DATE: May 28, 2019****TO: Public Service and Transportation Committee**

**RE: ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO
CONTRACT FOR CONSTRUCTION
ADMINISTRATION/INSPECTION/TESTING SERVICES FOR
THE 2019 STREET PROGRAM; APPROPRIATING FUNDS; AND
DECLARING AN EMERGENCY.**

Approval:

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

Emergency/Suspension: Emergency

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

Statement of necessity: So that construction can begin as soon as possible.

See Supporting materials for 2019 Street Program Authorization for details on inspection/testing services to be provided by EMH&T.

\$173,930.40 From the unappropriated General Fund (410) to 410.000.0167.5659

\$19,325.60 From the unappropriated Stormwater Fund (740) to 740.000.0167.5623

Total \$193,256.00.

See attached documentation.



Engineers, Surveyors, Planners, Scientists

May 20, 2019

Mr. William J. Sampson
 Director of Public Service
 City of Reynoldsburg
 7232 East Main Street
 Reynoldsburg, OH 43068

**Subject: 2019 Street Maintenance Program
 Proposal for Construction Phase Engineering Services**

Dear Mr. Sampson:

EMH&T is pleased to submit our proposal for construction phase services for the City's upcoming Street Maintenance Program. An award letter to Strawser Paving Company Inc. is pending with a total projected contract amount of \$2,055,131. The construction duration for the project is 120 calendar days, and is anticipated to commence in June, 2019.

SCOPE OF SERVICES

EMH&T will provide construction phase engineering services for the above referenced improvements to include the following tasks:

1. Construction Representation/Contract Administration:

- a. Conduct a preconstruction coordination meeting with the City, Contractor, Utilities, Police, Fire, and other stakeholders requested by the City.
 - i. EMH&T will provide the following for the meeting:
 - Meeting agenda
 - Sign-in sheet
 - Submittal log
 - Meeting summary for the City and attendees
- b. Prior to construction, EMH&T will prepare a pre-construction video to document pre-existing conditions.
- c. Conduct bi-weekly Progress Meetings (or as otherwise directed by the City) with the City, Contractor, and other project stakeholders as requested by the City.
 - i. EMH&T will provide for the meeting the following:
 - Meeting agenda
 - Sign-in sheet
 - Meeting summary for the City and attendees
- d. EMH&T will have weekly meetings with the Contractor onsite to discuss their work plan for the current week and any changes or items which need to be addressed. EMH&T will coordinate with the City's Service Director on the status and content of these discussions.

- e. Review initial and monthly schedule updates with respect to general project parameters and provide a copy of the schedules to the City for review and comment.
 - i. Review order of construction and work progress schedules submitted by the Contractor, determine acceptability in accordance with the contract documents and monitor that all milestones and dates are shown as being met; and confirm acceptance or non-acceptance in writing to the Contractor
 - ii. Make recommendation to the Owner for time extension requests from the Contractor
 - iii. Require the Contractor to submit revised schedules when the proposed work is not anticipated to be performed in accordance with the project requirements
 - iv. Provide guidance to help minimize delays and regain time lost due to delays
- f. EMH&T's project representative will provide a point of contact for residents, businesses, and traveling public. The representative will walk the project corridor prior to construction to introduce themselves and provide contact information to the businesses. EMH&T will coordinate these discussions with the City's Service Director.
- g. EMH&T will maintain logs of quantities and prepare/generate pay documentation for City and contractor.
 - i. Maintain a log of quantities for payment.
 - ii. Generate monthly and final pay estimates.
 - iii. Review Contractor's claims and address whether or not Contractor's requests for additional compensation are justified.
 - iv. Generate change orders and process the change orders for Contractor and City.
 - v. Maintain a record of the work performed to include correspondence and daily observation reports.
- h. EMH&T will conduct final project walk through with the City and generate a punchlist.
 - i. Prepare punchlists for work performed not in accordance with the contract documents.
 - ii. Reassess punchlists until work is completed in accordance with the contract documents
 - iii. Submit a recommendation for acceptance of the project.
- i. Prepare a 1-Year warranty punchlist and coordinate with the Contractor to address required warranty work. EMH&T will coordinate with the City prior to conducting the 1-Year warranty review to allow the City to provide input and participate in warranty review.
- j. Maintain a set of red-line record drawings of the completed work to be used in preparation of final record drawings. EMH&T will prepare and provide record drawings of the completed work.

2. Records/Document Control:

- a. Copies of the correspondence, change orders and pay estimates will be made available for the City to review.
- b. EMH&T will coordinate with the City to provide the following information for the City's review and retention:
 - i. Observation Reports
 - ii. Submittals
 - iii. Meeting Agendas, Sign In Sheets, and Minutes
 - iv. Material Testing Results
 - v. Project Schedule

3. Design Consultation During Construction:

- a. EMH&T will prepare a Submittal Log to coordinate, track and document submittals throughout the execution of the construction contract.
 - i. Review submittals and shop drawings for conformance with the plans and specifications
 - ii. Provide to the City those submittals requiring specific comments such as MOT plans and resident/business notifications. EMH&T will meet with the Service Department to discuss these specific submittals and coordinate the comments/approval, as necessary.
 - iii. Copies of the shop drawings and submittals will be made available for the City.
- b. The EMH&T design team will be available to attend meetings and respond to requests for information or clarification from the Contractor.

4. Resident Project Representation:

- a. Provide on-site construction observation during the contract duration as required.
- b. EMH&T will monitor construction activities performed by the Contractor and their subs and note whether the work is in conformance with the plans and specifications and measure project quantities for payment
 - i. The Resident Project Representative (RPR) will not stop work from being performed for non-conformance, but will notify the project's Senior Construction Representative immediately. The Senior Construction Representative will notify the City Service Director of non-conforming work items. The City will be responsible for providing notice of work stoppage to the Contractor
- c. The RPR will record their observations in a daily observation report and record the quantity of items performed and completed in conformance with the contract on a daily basis in a quantity log.
- d. Copies of the daily observation reports will be made available for the City to review.
- e. Monitor completed work and provide the City a recommendation for acceptance.
- f. Prepare a punchlist(s) for work performed not in accordance with the contract documents for the Engineer to review.
- g. Reassess punchlist items until the work is completed in accordance with the contract documents.
- h. Perform a 1-year warranty review.

5. Material Testing:

- a. EMH&T will subcontract with DHDC to provide material testing for this project. This testing may include the following:
- b. Nuclear density testing of the upper 3 feet of soil and/or granular water, storm and sewer trench backfill.
- c. Observe a proofroll of prepared roadway subgrade soils.
- d. Observe a proofroll of prepared roadway aggregate base.
- e. Nuclear density testing of roadway aggregate base.
- f. Temperature, thickness and placement observations of asphalt placement along with appropriate nuclear density testing.
- g. Prepare and test concrete compressive strength cylinders.
- h. Copies of the material testing reports will be made available for the City to review.

EXCLUSIONS:

EMH&T shall not be responsible for:

- a. Contractor's means, methods, procedure, or safety precautions.
- b. Construction layout staking will be performed by the Contractor.
- c. GIS website updates and mapping services.

SCHEDULE

We are prepared to begin work identified in this proposal immediately upon receipt of Authorization to Proceed from the City of Reynoldsburg. The construction duration is 120 days.

FEE

These services will be provided as per the conditions of our Professional Services Agreement and the associated Time Rates for the City. Fees for the work described within the Scope of Services shall not exceed the amount shown in the table below, without prior written authorization from the City. Invoices will be submitted monthly and based on the progress of the work and are payable upon receipt.

2019 Street Maintenance Program	
Description of Service/Task	Fee
Construction Representation/Contract Administration	\$62,150.00
Design Consultation During Construction	\$12,450.00
Resident/Standby Representation	\$106,400.00
EMH&T Labor Fee	\$181,000.00
Reimbursable Expenses (material testing, printing, mileage, etc.)	\$12,256.00
PROJECT TOTAL FEE	\$193,256.00

EMH&T SERVICES FEE SUMMARY

If this description and estimated fee meet with your approval, please authorize with your signature below.
If you should have any questions regarding this proposal, please do not hesitate to contact me at (614) 775-4555.

Respectfully submitted,

EMH&T, INC.



Ryan M. Andrews, PE

Acceptance and Authorization to Proceed:

APPROVED – CITY OF REYNOLDSBURG, OHIO

Authorized Signature

Print Name and Date

P.O. Number

ORDINANCE NO. 61-19PASSED: May 28, 2019

ORDINANCE AUTHORIZING MAYOR TO ENTER INTO CONTRACT FOR CONSTRUCTION ADMINISTRATION/INSPECTION/TESTING SERVICES FOR THE 2019 STREET PROGRAM; APPROPRIATING FUNDS; AND DECLARING AN EMERGENCY

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

SECTION 1. That the Mayor be and is hereby authorized and directed to enter into contract with EMH&T, 5500 New Albany Road, Columbus, Ohio in the amount of \$193,256.00 for inspection services for the 2019 Street Program.

SECTION 2. That in order to fund the street program referred to in Section 1, the following appropriations shall be made:

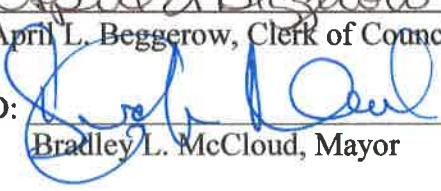
that an amount of \$173,930.40 From the unappropriated CIP Fund (410) be and is hereby appropriated to account no. 410.000.0167.5659; and

that an amount of \$19,325.60 in the unappropriated Stormwater Fund (740) be and is hereby appropriated to account no. 740.000.0167.5623; and

SECTION 3. That this ordinance is deemed to be an emergency measure necessary for the financial needs of the City's government; wherefore upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor.


Doug Joseph, President of Council

ATTEST: 
April L. Beggerow, Clerk of Council

APPROVED: 
Bradley L. McCloud, Mayor

DATE 5/29/19

CERTIFICATE

I, April L. Beggerow, Clerk of Council, City of Reynoldsburg, Ohio do hereby certify the foregoing to be a true and correct copy of Ordinance No. 61-19 as passed by Council of said City on the 28th day of May, 2019 and as recorded in the Record of Proceedings of said Council.


April L. Beggerow, Clerk of Council

Filed with Mayor: 5/29/19

Attachment: 61-19 Inspection Testing 2019 Street Program (61-19 : 2019 Street Program Inspection Services)

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

DATE: May 28, 2019

TO: Public Service and Transportation Committee

RE: ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH STRAWSER PAVING, INC. TO PERFORM CONSTRUCTION SERVICES FOR THE PALMER ROAD IMPROVEMENT PROJECT; APPROPRIATING FUNDS THEREFORE; AND DECLARING AN EMERGENCY.

Approval:

Joe Begeny	Chris Shook	Skipped Stephen Cicak
------------	-------------	--------------------------

Emergency/Suspension: Emergency

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

Statement of necessity: To begin construction as soon as possible.

This legislation will authorize the Mayor to enter into contract with Strawser Paving, Inc. (1595 Frank Road, Columbus, Ohio 43223) for construction of the Palmer Road Improvement Project and makes the following appropriations:

Contract (base bid).....	\$1,349,558.30
Contingency.....	<u>\$134,955.83</u>
Total.....	\$1,484,514.13

Appropriate as follows:

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

that an amount of \$450,000.00 in the unappropriated Permissive Tax Fund (230) be and is hereby appropriated to account no. 230.000.0166.5659- Misc Infrastructure; and

that an amount of \$221,463.20 in the unappropriated Storm Water Fund (740) be and is hereby appropriated to account no. 740.000.0166.5623 - Stormwater Lines; and

that an amount of \$813,050.93 in the unappropriated CIP Fund (410) be and is hereby appropriated to account no. 410.000.0166.5659- Misc Infrastructure;

Bid Opening Recording Sheet
Roadway Improvements for Palmer Road
Bid Date: May 17, 2019 at 10:00am

Book #	Name	Base Bid		Alternate A
1	EMH&T - Engineer's Estimate	\$	\$ 1,378,482.00	\$ 171,280.50
2	Columbus Asphalt Paving	\$	1,446,738.85	149,525.80
3	Strawser Paving	\$	1,349,558.30	163,251.40
4	Decker Construction	\$		
5	Shelly & Sands, Inc.	\$		
6	Shelly Company	\$		
7		\$		
8		\$		
9		\$		

Bids opened in the presence of:

_____ & _____
 on _____ at _____ a.m.

ORDINANCE NO. 62-19PASSED: May 28, 2019

ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH STRAWSER PAVING, INC. TO PERFORM CONSTRUCTION SERVICES FOR THE PALMER ROAD IMPROVEMENT PROJECT; APPROPRIATING FUNDS THEREFORE; AND DECLARING AN EMERGENCY.

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

SECTION 1. That the Mayor be and is hereby authorized and directed to enter into an agreement with Strawser Paving, Inc., 1595 Frank Road, Columbus, Ohio 43223, in the amount of one million four hundred eighty four thousand five hundred fourteen dollars and thirteen cents (\$1,484,514.13) for the Palmer Road Improvement Project. Project costs to be as follows:

Contract (base bid).....	\$1,349,558.30
Contingency.....	<u>\$134,955.83</u>
Total.....	\$1,484,514.13

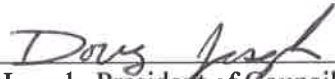
SECTION 2. That in order to fund the project referred to in Section 1, the following appropriations shall be made:

that an amount of \$450,000.00 in the unappropriated Permissive Tax Fund (230) be and is hereby appropriated to account no. 230.000.0166.5659- Misc Infrastructure; and

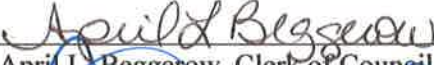
that an amount of \$221,463.20 in the unappropriated Storm Water Fund (740) be and is hereby appropriated to account no. 740.000.0166.5623 - Stormwater Lines; and

that an amount of \$813,050.93 in the unappropriated CIP Fund (410) be and is hereby appropriated to account no. 410.000.0166.5659- Misc Infrastructure;

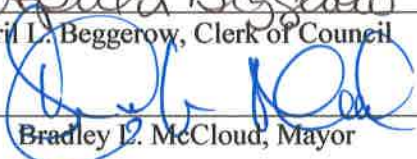
SECTION 3. That this ordinance is deemed to be an emergency measure necessary for the financial needs of the city and further to complete the project on schedule; wherefore upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor.



 Doug Joseph, President of Council

ATTEST: 

 April L. Beggerow, Clerk of Council

APPROVED: 

 Bradley L. McCloud, Mayor

DATE 5/29/19

Attachment: 62-19 Construction Agreement Palmer Road (62-19 : Palmer Road Construction)

CERTIFICATE

I, April L. Beggerow, Clerk of Council, City of Reynoldsburg, Ohio do hereby certify the foregoing to be a true and correct copy of Ordinance No. 62-19 as passed by Council of said City on the 28th day of May, 2019, and as recorded in the Record of Proceedings of said Council.


April L. Beggerow, Clerk of Council

Filed with Mayor: 5/29/19

Attachment: 62-19 Construction Agreement Palmer Road (62-19 : Palmer Road Construction)

Service Department**Bill Sampson****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6884 Phone****ORDINANCE REQUEST****DATE: May 28, 2019****TO: Public Service and Transportation Committee**

**RE: ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO
CONTRACT FOR CONSTRUCTION
ADMINISTRATION/INSPECTION/TESTING SERVICES FOR
THE PALMER ROAD IMPROVEMENT PROJECT;
APPROPRIATING FUNDS; AND DECLARING AN EMERGENCY.**

Approval:

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

Emergency/Suspension: Emergency

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

Statement of necessity: So that construction can begin as soon as possible.

This legislation will authorize the Mayor to enter into contract with EMH&T for construction administration/inspection/testing services of the Palmer Road Improvement Project and makes the following appropriations:

\$120,179.70 From the unappropriated General Fund (410) to 410.000.0166.5659

\$13,353.30 From the unappropriated Stormwater Fund (740) to 740.000.0166.5623

Total \$133,533.00

Please see the attached memo for additional information.



Engineers, Surveyors, Planners, Scientists

May 20, 2019

Mr. William J. Sampson
 Director of Public Service
 City of Reynoldsburg
 7232 East Main Street
 Reynoldsburg, OH 43068

**Subject: Roadway Improvements for Palmer Road
 Proposal for Construction Phase Engineering Services**

Dear Mr. Sampson:

EMH&T is pleased to submit our proposal for construction phase services for the City's upcoming roadway improvement project for Palmer Road. The City has received bids for these improvements and Strawser Paving Company, Inc. is the apparent low bidder with a total projected contract amount of \$1,349,558. The construction duration for the project is 150 calendar days, and is anticipated to commence in June, 2019.

SCOPE OF SERVICES

EMH&T will provide construction phase engineering services for the above referenced improvements to include the following tasks:

1. Construction Representation/Contract Administration:

- a. Conduct a preconstruction coordination meeting with the City, Contractor, Utilities, Police, Fire, and other stakeholders requested by the City.
 - i. EMH&T will provide the following for the meeting:
 - Meeting agenda
 - Sign-in sheet
 - Submittal log
 - Meeting summary for the City and attendees
- b. Prior to construction, EMH&T will prepare a pre-construction video to document pre-existing conditions.
- c. Conduct bi-weekly Progress Meetings (or as otherwise directed by the City) with the City, Contractor, and other project stakeholders as requested by the City.
 - i. EMH&T will provide for the meeting the following:
 - Meeting agenda
 - Sign-in sheet
 - Meeting summary for the City and attendees
- d. EMH&T will have weekly meetings with the Contractor onsite to discuss their work plan for the current week and any changes or items which need to be addressed. EMH&T will coordinate with the City's Service Director on the status and content of these discussions.

- e. Review initial and monthly schedule updates with respect to general project parameters and provide a copy of the schedules to the City for review and comment.
 - i. Review order of construction and work progress schedules submitted by the Contractor, determine acceptability in accordance with the contract documents and monitor that all milestones and dates are shown as being met; and confirm acceptance or non-acceptance in writing to the Contractor
 - ii. Make recommendation to the Owner for time extension requests from the Contractor
 - iii. Require the Contractor to submit revised schedules when the proposed work is not anticipated to be performed in accordance with the project requirements
 - iv. Provide guidance to help minimize delays and regain time lost due to delays
- f. EMH&T's project representative will provide a point of contact for residents, businesses, and traveling public. The representative will walk the project corridor prior to construction to introduce themselves and provide contact information to the businesses. EMH&T will coordinate these discussions with the City's Service Director.
- g. EMH&T will maintain logs of quantities and prepare/generate pay documentation for City and contractor.
 - i. Maintain a log of quantities for payment.
 - ii. Generate monthly and final pay estimates.
 - iii. Review Contractor's claims and address whether or not Contractor's requests for additional compensation are justified.
 - iv. Generate change orders and process the change orders for Contractor and City.
 - v. Maintain a record of the work performed to include correspondence and daily observation reports.
- h. EMH&T will conduct final project walk through with the City and generate a punchlist.
 - i. Prepare punchlists for work performed not in accordance with the contract documents.
 - ii. Reassess punchlists until work is completed in accordance with the contract documents
 - iii. Submit a recommendation for acceptance of the project.
- i. Prepare a 1-Year warranty punchlist and coordinate with the Contractor to address required warranty work. EMH&T will coordinate with the City prior to conducting the 1-Year warranty review to allow the City to provide input and participate in warranty review.
- j. Maintain a set of red-line record drawings of the completed work to be used in preparation of final record drawings. EMH&T will prepare and provide record drawings of the completed work.

2. Records/Document Control:

- a. Copies of the correspondence, change orders and pay estimates will be made available for the City to review.
- b. EMH&T will coordinate with the City to provide the following information for the City's review and retention:
 - i. Observation Reports
 - ii. Submittals
 - iii. Meeting Agendas, Sign In Sheets, and Minutes
 - iv. Material Testing Results
 - v. Project Schedule

3. Design Consultation During Construction:

- a. EMH&T will prepare a Submittal Log to coordinate, track and document submittals throughout the execution of the construction contract.
 - i. Review submittals and shop drawings for conformance with the plans and specifications
 - ii. Provide to the City those submittals requiring specific comments such as MOT plans and resident/business notifications. EMH&T will meet with the Service Department to discuss these specific submittals and coordinate the comments/approval, as necessary.
 - iii. Copies of the shop drawings and submittals will be made available for the City.
- b. The EMH&T design team will be available to attend meetings and respond to requests for information or clarification from the Contractor.

4. Resident Project Representation:

- a. Provide on-site construction observation during the contract duration as required.
- b. EMH&T will monitor construction activities performed by the Contractor and their subs and note whether the work is in conformance with the plans and specifications and measure project quantities for payment
 - i. The Resident Project Representative (RPR) will not stop work from being performed for non-conformance, but will notify the project's Senior Construction Representative immediately. The Senior Construction Representative will notify the City Service Director of non-conforming work items. The City will be responsible for providing notice of work stoppage to the Contractor
- c. The RPR will record their observations in a daily observation report and record the quantity of items performed and completed in conformance with the contract on a daily basis in a quantity log.
- d. Copies of the daily observation reports will be made available for the City to review.
- e. Monitor completed work and provide the City a recommendation for acceptance.
- f. Prepare a punchlist(s) for work performed not in accordance with the contract documents for the Engineer to review.
- g. Reassess punchlist items until the work is completed in accordance with the contract documents.
- h. Perform a 1-year warranty review.

5. Material Testing:

- a. EMH&T will subcontract with DHDC to provide material testing for this project. This testing may include the following:
- b. Nuclear density testing of the upper 3 feet of soil and/or granular water, storm and sewer trench backfill.
- c. Observe a proofroll of prepared roadway subgrade soils.
- d. Observe a proofroll of prepared roadway aggregate base.
- e. Nuclear density testing of roadway aggregate base.
- f. Temperature, thickness and placement observations of asphalt placement along with appropriate nuclear density testing.
- g. Prepare and test concrete compressive strength cylinders.
- h. Copies of the material testing reports will be made available for the City to review.

EXCLUSIONS:

EMH&T shall not be responsible for:

- a. Contractor's means, methods, procedure, or safety precautions.
- b. Construction layout staking will be performed by the Contractor.
- c. GIS website updates and mapping services.

SCHEDULE

We are prepared to begin work identified in this proposal immediately upon receipt of Authorization to Proceed from the City of Reynoldsburg. The construction duration is 150 days.

FEE

These services will be provided as per the conditions of our Professional Services Agreement and the associated Time Rates for the City. Fees for the work described within the Scope of Services shall not exceed the amount shown in the table below, without prior written authorization from the City. Invoices will be submitted monthly and based on the progress of the work and are payable upon receipt.

Roadway Improvements for Palmer Road	
Description of Service/Task	Fee
Construction Representation/Contract Administration	\$40,700.00
Design Consultation During Construction	\$9,060.00
Resident/Standby Representation	\$73,800.00
EMH&T Labor Fee	\$123,560.00
Reimbursable Expenses (material testing, printing, mileage, etc.)	\$9,973.00
PROJECT TOTAL FEE	\$133,533.00

EMH&T SERVICES FEE SUMMARY

If this description and estimated fee meet with your approval, please authorize with your signature below.
If you should have any questions regarding this proposal, please do not hesitate to contact me at (614) 775-4555.

Respectfully submitted,

EMH&T, INC.



Ryan M. Andrews, PE

Acceptance and Authorization to Proceed:

APPROVED – CITY OF REYNOLDSBURG, OHIO

Authorized Signature

Print Name and Date

P.O. Number

ORDINANCE NO. 63-19PASSED: May 28, 2019

ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT FOR CONSTRUCTION ADMINISTRATION/INSPECTION/TESTING SERVICES FOR THE PALMER ROAD IMPROVEMENT PROJECT; APPROPRIATING FUNDS; AND DECLARING AN EMERGENCY

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

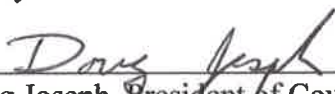
SECTION 1. That the Mayor be and is hereby authorized and directed to enter into contract with EMH&T, 5500 New Albany Road, Columbus, Ohio in the amount of \$133,533.00 for inspection services for the Palmer Road Improvement Project.

SECTION 2. That in order to fund the street program referred to in Section 1, the following appropriations shall be made:

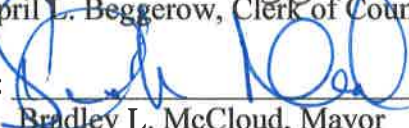
that an amount of \$120,179.70 From the unappropriated CIP Fund (410) be and is hereby appropriated to account no. 410.000.0166.5659; and

that an amount of \$13,353.30 in the unappropriated Stormwater Fund (740) be and is hereby appropriated to account no. 740.000.0166.5623;

SECTION 3. That this ordinance is deemed to be an emergency measure necessary for the financial needs of the City's government; wherefore upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor.


Doug Joseph, President of Council

ATTEST: 
April L. Beggerow, Clerk of Council

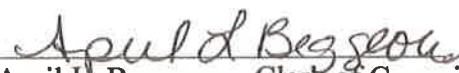
APPROVED: 
Bradley L. McCloud, Mayor

DATE

5/29/19

CERTIFICATE

I, April L. Beggerow, Clerk of Council, City of Reynoldsburg, Ohio do hereby certify the foregoing to be a true and correct copy of Ordinance No. 63-19 as passed by Council of said City on the 28th day of May, 2019 and as recorded in the Record of Proceedings of said Council.


April L. Beggerow, Clerk of Council

Filed with Mayor: 5/29/19

Attachment: 63-19 Inspection and Testing Palmer Road Project (63-19 : Palmer Road Inspection Services)

Service Department**Bill Sampson****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6884 Phone****ORDINANCE REQUEST****DATE: May 28, 2019****TO: Public Service and Transportation Committee**

RE: ORDINANCE REPEALING AND REPLACING ORDINANCE NO. 56-19 PASSED APRIL 22, 2019 WHICH READ: ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE FROM TOTER RECYCLING CARTS; AND APPROPRIATING FUNDS THEREFOR; AND DECLARING AN EMERGENCY

Approval:

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

Emergency/Suspension: Emergency

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

Statement of necessity: Legislation needs adopted so that the invoice received in April can be paid.

Ordinance 56-19 was adopted utilizing Toter as the merchant from which the 32 gallon Recycle bins were going to be obtained from.

The correct vendor is Best Equipment Co., Inc., 5550 Poindexter Drive, Indianapolis, IN 46235.

Invoice number SI192908 dated 4/6/2019 for \$7,923.50 is due. This legislation needs adopted as an emergency to allow for a purchase order to be opened for the correct vendor.

ORDINANCE NO. _____

PASSED: _____

ORDINANCE REPEALING AND REPLACING ORDINANCE NO. 56-19 PASSED APRIL 22, 2019 WHICH READ: ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE FROM TOTER RECYCLING CARTS; AND APPROPRIATING FUNDS THEREFOR; AND DECLARING AN EMERGENCY

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

SECTION 1. That the Mayor be and is hereby authorized and directed to purchase from ~~Toter, 841 Meacham Road, Statesville, NC, 28677~~ **Best Equipment Co., Inc. 5550 Poindexter Drive Indianapolis, IN, 46235**, fifty (50) 32 gallon and one hundred fifty (150) 64 gallon recycling carts for a total price of seven thousand, nine hundred twenty three dollars and fifty cents (\$7,923.50).

SECTION 2. That to fund the purchase referred to in Section 1, an amount of seven thousand, nine hundred twenty three dollars and fifty cents (\$7,923.50) from the unappropriated Solid Waste Fund (750) be and is hereby appropriated to account number 750.738.5315 Private Hauler Contract.

SECTION 3. That this ordinance is deemed to be an emergency measure necessary for the financial needs of the City's government, and further to correct the vendor listed in Ordinance 56-19 and allow payment to the correct vendor; wherefore upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor.

Doug Joseph, President of Council

ATTEST: _____
April L. Beggerow, Clerk of Council

APPROVED: _____ DATE _____
Bradley L. McCloud, Mayor

CERTIFICATE

I, April L. Beggerow, Clerk of Council, City of Reynoldsburg, Ohio do hereby certify the foregoing to be a true and correct copy of Ordinance No. ____ as passed by Council of said City on the ____ day of _____, and as recorded in the Record of Proceedings of said Council.

April L. Beggerow, Clerk of Council

Filed with Mayor: _____

Attachment: Repeal Replace 56-19 Purchase of Recycle Carts from Toter (64-19 : Repeal/Replace 56-19 Purchase of Carts from Toter)

ORDINANCE NO. 64-19PASSED: May 28, 2019

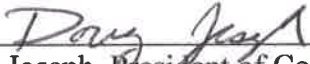
ORDINANCE REPEALING AND REPLACING ORDINANCE NO. 56-19 PASSED APRIL 22, 2019 WHICH READ: ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE FROM TOTER RECYCLING CARTS; AND APPROPRIATING FUNDS THEREFOR; AND DECLARING AN EMERGENCY

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

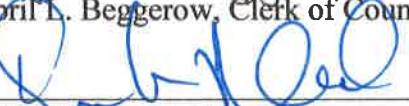
SECTION 1. That the Mayor be and is hereby authorized and directed to purchase from ~~Toter, 841 Meacham Road, Statesville, NC, 28677~~ Best Equipment Co., Inc. 5550 Poindexter Drive Indianapolis, IN, 46235, fifty (50) 32 gallon and one hundred fifty (150) 64 gallon recycling carts for a total price of seven thousand, nine hundred twenty three dollars and fifty cents (\$7,923.50).

SECTION 2. That to fund the purchase referred to in Section 1, an amount of seven thousand, nine hundred twenty three dollars and fifty cents (\$7,923.50) from the unappropriated Solid Waste Fund (750) be and is hereby appropriated to account number 750.738.5315 Private Hauler Contract.

SECTION 3. That this ordinance is deemed to be an emergency measure necessary for the financial needs of the City's government, and further to correct the vendor listed in Ordinance 56-19 and allow payment to the correct vendor; wherefore upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor.


Doug Joseph, President of Council

ATTEST: 
April L. Beggerow, Clerk of Council

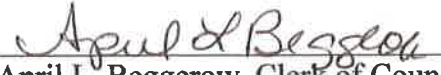
APPROVED: 
Bradley L. McCloud, Mayor

DATE

5/29/19

CERTIFICATE

I, April L. Beggerow, Clerk of Council, City of Reynoldsburg, Ohio do hereby certify the foregoing to be a true and correct copy of Ordinance No. 64-19 as passed by Council of said City on the 28th day of May, 2019, and as recorded in the Record of Proceedings of said Council.


April L. Beggerow, Clerk of Council

Filed with Mayor: 5/29/19

Attachment: 64-19 Repeal Replace 56-19 Toter Vendor (64-19 : Repeal/Replace 56-19 Purchase of Carts from Toter)

City Council**Barth Cotner****7232 East Main Street****Reynoldsburg OH 43068****Phone****ORDINANCE REQUEST****DATE:** May 28, 2019**TO:** Finance and Administration Committee

RE: ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A "GOVERNMENTAL AGGREGATION PROGRAM AGREEMENT" WITH VOLUNTEER ENERGY SERVICES, INC., TO PROVIDE FULL REQUIREMENTS RETAIL NATURAL GAS AND RELATED ADMINISTRATIVE SERVICES TO AN AGGREGATED GROUP AND DECLARING AN EMERGENCY.

Approval:

Joe Begeny	Chris Shook	Skipped Stephen Cicak
------------	-------------	--------------------------

Emergency/Suspension: Emergency

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

Statement of necessity: Previous contract is expiring.

See contract materials attached. Per ORC 4929.27 this is required to have 2 readings. Will request adoption as an emergency at second reading to allow for notice publication for the following 2 readings.



Hello Reynoldsburg City Council Members,

My name is Larry Taylor. I work for Volunteer Energy, a Pickerington based Natural Gas and Electric Supplier, as an Energy Specialist. I administer the City of Reynoldsburg Gas Aggregation Program. I've recently met with Mayor McCloud and Bill Sampson to discuss the renewal of the city's gas aggregation program. They have asked me to attend the April 22nd city council meeting to answer questions and to formally request renewal. Mayor McCloud has also asked me to provide the council with information pertaining to the gas aggregation program so you may make an informed decision.

On November 6th, 2001, the residents voted to allow the city of Reynoldsburg to become a gas aggregator. Aggregation is the process in which gas is sold to consumers who have joined together as a buying group. The city then went through a competitive bid process and Volunteer Energy was chosen as the city's natural gas supplier. Through the city's gas aggregation program Volunteer Energy supplies natural gas to all residential and small business accounts that were currently in the Columbia Gas (SCO) Standard Choice Offer Program. Upon renewal, the city will continue to offer an 8% discount off the SCO program. If the commodity price were to drop dramatically, we still guarantee savings of no less than \$0.03 off the SCO rate. All participants in the City of Reynoldsburg Gas Aggregation Program are guaranteed to pay less for gas supply! Columbia Gas remains as the utility company and still provides the gas bill. Nothing else changes, residents just pay less. If a resident chooses not to participate in the program, they simply Opt-Out. No fee's, no obligation.

Rick Curnutte, owner of Volunteer Energy, understands the great demands on city officials and is happy to continue the Civic Grant Program we currently have in place. Rick does not provide a civic grant for every aggregation program, but we are neighboring communities and he is happy to give back. For every Mcf of gas used through the City of Reynoldsburg Gas Aggregation Program, Volunteer Energy will donate \$0.05 back to the city. Last June, I had the pleasure of presenting the city with a Civic Grant in the amount of \$23,456.76.

The city officials have created a Win-Win! All SCO residents in the gas agg program are guaranteed to save money on their gas bill and the city gets to enjoy an annual civic grant. On April 22nd I will discuss the gas aggregation program and talk about how it benefits both the residents and the city. I will then give you an opportunity to ask questions. Upon completion of my brief presentation, I will ask the council to renew the gas aggregation agreement we currently have in place.

If you have any questions, please don't hesitate to contact me, I'm here to help.

Thank you,

Larry Taylor

Energy Specialist
Volunteer Energy Services, Inc.
790 Windmill Drive
Pickerington, Ohio 43147
Mobile: (614) 572-5152
Email: ltaylor@volunteerenergy.com

790 Windmill Drive 🍷 Pickerington, Ohio 43147 🍷 (800)-977-8374 🍷 volunteerenergy.com

**Governmental Aggregation Program Agreement
Between
City of Reynoldsburg
And
Volunteer Energy Services, Inc.**

This Governmental Aggregation Program Agreement with its exhibits and attachments hereto (collectively, the “Agreement”) is entered into as of the last date written below (“Effective Date”) between **Volunteer Energy Services, Inc.** (“VESI”) and the **City of Reynoldsburg** (“Municipality”), who may individually be referred to as “Party” or collectively as “Parties”. Capitalized terms not defined in the Sections of this Agreement shall have the respective meanings ascribed to them in Article Fifteen hereof “Definitions.”

WHEREAS, VESI is certified by the Public Utilities Commission of Ohio (“PUCO”) as a Competitive Retail Natural Gas Service (“CRNGS”) Provider to sell competitive retail natural gas and related services to customers and Governmental Aggregation programs in the State of Ohio.

WHEREAS, the Parties desire to enter into certain transactions associated with VESI’s provision of CRNGS and related services (collectively, “Retail Natural Gas Services”) necessary to serve the natural gas accounts of Aggregation Members within the service territory of Columbia Gas of Ohio (“LDC” or “COH”) enrolled in the Municipality’s Governmental Aggregation program.

WHEREAS, VESI desires to provide Retail Natural Gas Services to inhabitants of municipal corporations, inhabitants of boards of township trustees, and inhabitants of boards of county commissioners acting as Governmental Aggregators for the provision of CRNGS under authority conferred by, *inter alia*, Section 4929.26 and 4929.27, Revised Code.

WHEREAS, the Municipality has been or will be certified by the Commission as a Governmental Aggregator pursuant to Chapter 4901:1-27-01, *et. seq.* OAC.

WHEREAS, the Municipality has established or desires to establish a Governmental Aggregation program whereby the Municipality, as Governmental Aggregator, will arrange for the provision of CRNGS to certain eligible inhabitants that do not opt-out of or that otherwise elect to participate in the Governmental Aggregation program.

WHEREAS, by this Agreement, VESI desires to enter into a relationship with the Municipality whereby VESI shall provide the Retail Natural Gas Services necessary to serve the Aggregation Members of the Municipality’s Governmental Aggregation.

WHEREAS, the Municipality is or will be duly authorized to act for the Aggregation Group to purchase the Retail Natural Gas Services hereunder; and

WHEREAS, the Parties have established herein the terms and conditions governing VESI’s provision of the Retail Natural Gas Services for the Governmental Aggregation.

NOW, THEREFORE, the Parties, intending to be bound hereby and in consideration of the

mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

Article One. Provision of Service

1.1 Obligations and Duties

- (a) **Authority to Purchase:** The Municipality, as Governmental Aggregator, is or will be authorized to arrange from VESI the Retail Natural Gas Services for and on behalf of the Aggregation Members of the Aggregation Group. VESI shall be the sole and exclusive provider of Retail Natural Gas Services for those Aggregation Members of the Aggregation Group.
- (b) **Governmental Aggregator.** Municipality shall obtain and maintain a certificate from the Commission to perform the functions of the Governmental Aggregator. VESI will provide the Municipality with all necessary data that is reasonably available to VESI to assist the Municipality with filings or any other information required by the Commission.
- (c) **VESI.** VESI shall have obtained and shall maintain all necessary certifications from the Council to provide the Retail Natural Gas Services.
- (d) **Opt-Out Administration.** VESI, with the reasonable cooperation of the Municipality, will be responsible for administering the initial and ongoing “opt-out” and “opt-in” procedures, as applicable, to eligible customers. VESI shall pay the costs associated with securing the pertinent customer list from the local utility and will scrub the list with geocoding software to ensure that only eligible customers within the Municipality’s borders are included. Additionally, VESI shall pay the costs associated with printing and mailing the “opt-out” notices as required pursuant to this Agreement. The Municipality and VESI shall cooperate in the developing, review, approval, printing, posting, and issuance of all opt-out correspondence to assure that the opt-out notices with the agreed upon pricing, terms, and procedures can be sent out by VESI to the eligible customers as set forth in (e) below. The Parties shall cooperate in the development and implementation of efforts, as mutually agreed upon, to promote the Aggregation Program to encourage customers to participate in the same by “opt-out” and “opt-in”.
- (e) **Opt-Out Activities.** Over the initial term of this Agreement, VESI shall send to eligible customers a notice by regular mail. The notice shall be an “opt-out” mailer to afford such customers the opportunity to participate in the Aggregation Program. This opt-out mailer shall include all information necessary to satisfy the disclosure of all items listed in OAC 4901:1-28-03(B) and an exemplar is attached hereto as **Exhibit B** and incorporated herein as if set forth in full. This mailer may include a one-page summary of the Municipality’s Governmental Aggregation program signed by a duly authorized representative of the Municipality. VESI shall have the right to review and approve such summary information prior to mailing. VESI approval shall not be unreasonably withheld. In the event that a fixed price is established, an additional notice will be mailed to all the customers. All communications with customers shall comply with applicable rules

and regulations.

- (f) **Review and Approval of Promotional Communications and Press Releases.** The Parties share a common desire to generate favorable publicity regarding the Aggregation Program and the arrangements contemplated by this Agreement. The Parties will have the right to review and approve in advance (i) any press releases issued by either Party regarding arrangements contemplated by this Agreement and (ii) any promotional information intended for general distribution or communication issued by either Party, including bill inserts and mailers intended to be sent or delivered to potential and/or current customers. Each Party will timely review such promotional information and press releases submitted for approval, and will not unreasonably withhold or delay its approval. If there is no objection by either Party, as applicable, by the end of five (5) business days after submittal to such Party, then approval by such Party shall be deemed granted. If there is an objection, the Parties shall reasonably cooperate with each other to resolve the problem with the information as expeditiously as possible. Notwithstanding the foregoing, each Party, without any other Party's prior approval, shall have the right (i) to issue press releases regarding its business affairs and otherwise, including a general description of this Agreement and contemplated arrangement, and (ii) to describe in any of its promotional, sales or other public messages, the number of, but not any other information relating to, customers participating in the Aggregation Program and this Agreement generally.
 - (g) **Administration and Assignment.** VESI shall be responsible for the administration of the accounts of the Aggregation Members, Except for billing under Article 5 below. VESI will build and maintain a database of all Aggregation Members. The database will include the name, address and Local Utility account number (unless prohibited by pertinent Commission rules or regulations and other applicable laws) and may include other pertinent information as mutually agreed upon by the Municipality and VESI. Data will be shared on an as-needed basis as agreed upon by the Parties. Consent to disclose such data will not be unreasonably withheld, but shall be in compliance with pertinent Commission rules or regulations and other applicable laws. This data will be provided to the Municipality on a quarterly basis, or upon Municipality's reasonable request. The Municipality will have the right to access the information in the database in a manner acceptable to VESI, in its commercially reasonable judgment, for the limited purpose of auditing.
- 1.2 **Firm Natural Gas Supply.** VESI will provide sufficient firm natural gas supply to the Delivery Point of the Local Utility, as defined in Section 1.3 hereof, to serve the requirements of the Aggregation Group. If VESI has arranged for firm transportation service for the delivery to the Delivery Point of the Local Utility, the Parties acknowledge that any failure or interruption after the Local Utility's Delivery Point, not caused by VESI, including any failure or interruption in distribution service to the Aggregation Group, is solely the responsibility of the Local Utility and VESI shall not be responsible for any such failure or interruption, including any losses or costs to the Municipality or the Aggregation Group as the result of such interruption by the Local Utility.

- 1.3 Delivery Point. The “Delivery Point” for applicable Retail Natural Gas Services supplied by VESI to the Aggregation Group shall be the Local Utility’s City gate(s) or any interface with the Local Utility in the local market area of the Aggregation Group for direct redelivery to the Aggregation Group by the Local Utility.
- 1.4 Responsibility for Delivery Costs. VESI will be responsible for obtaining or providing firm interstate pipeline transportation service up to the Delivery Point, and shall be responsible for all costs, liabilities, taxes, losses and charges of any kind to the Delivery Point. The Local Utility shall provide the natural gas distribution service from the Delivery Point to the meters of the Aggregation Members. Responsibility for all costs, liabilities, taxes, losses and charges of any kind after the Delivery Point is governed by the Local Utility’s distribution tariff. Governmental Aggregation fall under Columbia Gas of Ohio Customer Choice programs rules and regulations.
- 1.5 Municipality as a Governmental Aggregator. The Municipality as a Governmental Aggregator shall have no financial responsibility whatsoever with respect to its obligations under this Agreement, except with respect to its actions associated with obtaining and maintaining its status as a Governmental Aggregator. Customers are under the Sub Set of Columbia Gas of Ohio’s Customer Choice Program.
- 1.6 Other Assistance. VESI will endeavor to assist Municipality with respect to its actions as Governmental Aggregator hereunder, and with such other matters as parties may mutually agree to.

Article Two. Customer & Usage Information

- 2.1 Customer Data and Load Forecast Information. Municipality hereby authorizes VESI to obtain from the Local Utility all applicable Customer Data and Historical Load information regarding the consumption characteristics of the Aggregation Group (collectively, the “Load Forecast Information”) when available and necessary. Municipality will assist VESI in obtaining any Load Forecast Information including, but not limited to, planned or unplanned reductions or increases in the natural gas consumption of the Aggregation Group. Upon request by VESI, Municipality shall provide to the Local Utility the authorizations and/or approvals necessary for VESI to obtain the Load Forecast Information.
- 2.2 Release of Customer Information. The Municipality will cooperate with VESI and provide appropriate authorization and documentation to enable the Local Utility to release to VESI the applicable and necessary Load Forecast Information and Customer data from the Local Utility, including for customers moving into or within the Municipality’s corporate limits as they are as of the date of this agreement or as they may change from time to time during the term hereof. VESI shall use all such information solely in connection with its service to the Governmental Aggregation
- 2.3 Addition of “Opt-in” customers. Within the Municipal geographic boundaries, customers served by CRNGS suppliers and other customers not receiving an “Opt-out Notice” may join or “opt-in” to the Aggregation Group only in accordance with the provisions of paragraph

2.4 below.

- 2.4 Addition of Aggregation Members. Customers that become part of the Aggregation Group after completion of the “Opt-out Period” will be accepted by VESI at the Aggregation Contract Price at the sole and absolute discretion of VESI. Customers that leave the Aggregation Group at any time and desire to re-join the Aggregation Group may, during the term of this Agreement, be accepted by VESI and served at the aggregation price at VESI sole and absolute discretion. VESI may develop an alternative rate for eligible consumers that have exited and desire to reenter the Aggregation Group. Excluding any and all existing VESI customers and any and all General Transportation customer within the Municipality.

Except as otherwise provided in this Agreement, prior to the termination of this agreement VESI shall not intentionally target by direct mail or direct telemarketing any eligible customer within the Municipality’s geographic boundaries without the prior consent of the Municipality.

Aggregation Members that move from one location to another within the Municipality’s boundary, and who notify VESI of such move and provide to VESI all information required to effectuate continuing service, will retain their participant status at their then-existing price. If the customer moves out of the Municipality’s corporate limits, all obligations, except for the customer’s obligation to pay all amounts owed, shall cease as between that customer, VESI, and the Municipality, effective with the customer’s termination of service with the Local Utility relative to its participation in the Governmental Aggregation.

Consumers that opt-out of or otherwise leave the Aggregation Group will default to the appropriate Local Utility’s Standard Service Offer or other appropriate service.

Article Three. Operations

- 3.1 Scheduling. VESI, either directly or through its designee shall perform any and all scheduling necessary to provide service to the Aggregation Group. VESI shall be responsible for all scheduling for delivery to the Aggregation Members.
- 3.2 Metering. Metering shall continue to be done by the Local Utility or other entity approved by the Commission.
- 3.3 Start Date. The “Start Date” for service to each Aggregation Member shall be the first meter-read date on or after **August 1, 2019**.
- 3.4 End Date. Upon the conclusion or termination of this Agreement, the end date for service to each Aggregation Member shall be the next immediate metering date after the effective date of such conclusion or termination subject to the Local Utility’s procedures. Opt-out by individual Aggregation Members during the term of this Agreement will be permitted at least every two years from the establishment of the initial aggregation service, in accordance with the provisions of Rule 4901:1-28-04(B), O.A.C.

Article Four. Prices and Fees

- 4.1 Price. VESI shall charge the rates for service provided to Aggregation Members based on the pricing terms and conditions as set forth in **Exhibit A** hereto.
- 4.2 Switching Fee Reimbursement. VESI shall be responsible for the payment of any customer-switching fee or other fees imposed by the Local Utility as a result of the transfer of customers to VESI.

Article Five. Billing

- 5.1 Billing. The Local Utility will provide consolidated billing for the services provided hereunder. Notwithstanding the foregoing, if offered by the Local Utility in the future, VESI may at its sole option provide consolidated billing to Aggregation Members. Under no circumstances will a dual billing option be offered absent the Municipality's consent; but such option may be offered if the Local Utility no longer offers consolidated billing.

Article Six. Community Reinvestment Program

- 6.1 VESI recognizes the difficult job facing elected and appointed officials in running and maintaining our local communities, therefore as part of VESI Community Reinvestment Program, VESI will contribute \$0.05 per Mcf of natural gas supplied through the aggregation program to the Municipality.
- 6.2 These funds are to be deposited into a special account established by the Municipality. It is agreed by the Municipality and VESI that these funds will be used as the Municipality's matching grant funds for programs such as, but not limited to programs like CDBG (Community Development Block Grants), Issue II, Transportation Enhancement, etc., or for any project which the Municipality approves by resolution or by ordinance.
- 6.3 It shall be the Municipality's decision on which grant programs these funds should be used for. It is the intent of VESI to allow as much flexibility as possible in the decision-making process.
- 6.4 These funds can be combined from year to year.
- 6.5 These funds will be paid to the Municipality as long as they remain in choice program with VESI. These funds will be paid to the Municipality on an annual basis.

Article Seven. Contingencies and Force Majeure

- 7.1 Contingencies.
- (a) Regulatory Events. The following events constitute a "Regulatory Event" hereunder:
- (i) Illegality. Due to the adoption of, or change in, any applicable law, or in the interpretation of any applicable law by any judicial or government authority with competent jurisdiction, it becomes unlawful for a Party to perform any obligation

under this Agreement.

- (ii) Adverse Government Action. (A) Any regulatory agency or court having jurisdiction over the Agreement requires a material change to the terms of this Agreement that materially and adversely affects a Party's ability to perform hereunder or otherwise provide the Retail Natural Gas Services, or (B) Regulations or court action adversely and materially impacts a Party's ability to perform hereunder or otherwise provide the Retail Natural Gas Services.
 - (iii) New Taxes. Any ad valorem, property, occupation, severance, generation, first use, conservation, Btu or energy, transportation, utility, gross receipts, privilege, sales, use, consumption, excise, lease, transaction or other governmental charge, license, fee or assessment (other than such charges based on net income or net worth), or increase in such charges, or application of such charges to a new or different class of parties, enacted and effective after the Effective Date.
- (b) Notice, Negotiation, and Early Termination. Upon the occurrence of a Regulatory Event, the adversely affected Party shall within ten (10) days give notice to the other Party that such event has occurred. Within thirty (30) days, or such other period as the Parties may agree to in writing, each Party will enter into good faith negotiations with the other Party to amend or replace this Agreement. In the case of a Regulatory Event, the Parties shall attempt to amend this Agreement so that the adversely affected Party is restored as nearly as possible to the economic position it would have been in but for the occurrence of the Regulatory Event. In either case, if the Parties are unable, within thirty (30) days of initiating negotiations, or such other period as the Parties may agree to in writing, to agree upon an amendment to the Agreement, the adversely affected Party shall have the right, upon subsequent additional thirty (30) days prior written notice, to terminate and close out its obligations under the Agreement pursuant to the terms of Section 10.1 hereof.

7.2 Force Majeure.

- (a) Neither Party shall be considered to be in default in the performance of its obligations under this Agreement, if its failure to perform results directly from a Force Majeure event. In the event that either Party is unable, wholly or in part, to meet its obligations under this Agreement due to conditions of a Force Majeure event, the obligations of each Party, so far as they are affected by such Force Majeure, shall be suspended during the period of Force Majeure.

In the event any Party hereto is rendered unable, wholly or in part, by Force Majeure to carry out its obligations hereunder, it is agreed that upon such Party's (the "Claiming Party") giving notice and full particulars of such Force Majeure within three (3) Business Days after becoming aware of the cause relied upon, such notice to be confirmed in writing to the other Party, then the obligations of the Claiming Party shall, other than the obligation to make payments due hereunder and to the extent they are affected by such Force Majeure, be suspended during the continuance of said inability but for no longer period. The Party receiving such notice of Force Majeure shall have until the end of the

second (2nd) Business Day following such receipt to notify the Claiming Party that it objects to or disputes the existence of an event of Force Majeure.

- (b) The Claiming Party affected by an event of Force Majeure shall use due diligence to fulfill its obligations hereunder and to remove any disability caused by such event at the earliest practicable time. Nothing contained in this section shall be construed as requiring a party to settle any strike or labor dispute in which it may be involved, nor shall anything contained in this section be construed to take any measures that are cost prohibitive. In the event that measures required to remove any disability are cost prohibitive, the Claiming Party shall provide written notice to the non-claiming party and give non-claiming party the opportunity to reimburse the Claiming Party for any additional costs it would incur in order to remove said disability.

Article Eight. Term

- 8.1 Term of Agreement. The term of this Agreement shall commence on the Effective Date hereof and terminate on **July 31, 2021**, unless otherwise terminated pursuant to the terms and conditions set forth in this Agreement.

Article Nine. Representations and Warranties

- 9.1 Mutual Representations and Warranties. Each Party represents and warrants to the other Party, as of the Effective Date of this Agreement and of each delivery of natural gas hereunder, that:
 - (a) It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, is in good standing;
 - (b) It has the corporate, governmental and/or other legal capacity, authority and power to execute and deliver this Agreement and any other document relating hereto to which it is a Party, and to fully perform its obligations under this Agreement and any other document relating hereto to which it is a Party, and has taken all necessary action to authorize such execution, delivery and full performance;
 - (c) Such execution, delivery and performance do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;
 - (d) All governmental and other authorizations, approvals, consents, notices and filings that are required to have been obtained or submitted by it with respect to this Agreement or any other document relating hereto to which it is a party have been obtained or submitted and are in full force and effect and shall remain in full force and effect throughout the term of this agreement, and it has complied with all conditions and terms of any such authorizations, approvals, consents, notices and filings;

- (e) Its obligations under this Agreement and any other document relating hereto to which it is a Party are legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application regardless of whether enforcement is sought in a proceeding in equity or at law);
- (f) No Bankruptcy Event has occurred and is continuing, and that a Bankruptcy Event would neither occur as a result of its entering into or performing its obligations under this Agreement or any other document relating hereto to which it is a Party nor is presently or otherwise threatened;
- (g) There is not pending or, to its knowledge, threatened against it or any of its Affiliates any action, suit or proceeding at law or in equity or before any court, tribunal, governmental body, agency or official or any arbitrator that is likely to affect the legality, validity or enforceability against it of this Agreement or any other document relating hereto to which it is a party or its ability to perform its obligations under this Agreement or such document;
- (h) It has entered into this Agreement with a full understanding of the material terms and risks of transaction contemplated hereunder, and it is capable and has the authority of assuming those risks;
- (i) Either Party is not acting as a fiduciary or in an advisory capacity to the other Party; and
- (j) All applicable information that is furnished in writing by or on behalf of it to the other Party is, as of the date of the information, true, accurate and complete in every material respect.

9.2 Additional Representations of Municipality. Relative to this Agreement, Municipality further represents to VESI, as of the Effective Date, that:

- (a) The Municipality has or shall have a valid certificate as a Governmental Aggregator and will maintain such certificate at all times during the term hereof;
- (b) The Municipality shall act as a Governmental Aggregator, once it has obtained a valid certificate, throughout the term of this Agreement.
- (c) All acts necessary to the valid execution, delivery and performance of this Agreement including, without limitation, competitive bidding, public notice, election, referendum, prior appropriation or other required procedures has or will be taken and performed as required under the Act, Regulations and the Municipality's ordinances, bylaws, policies or other regulations.
- (d) Failure to comply with provisions 9.2(a) – (c) shall constitute a material breach of this Agreement.

9.3 Additional Representations of VESI. VESI further represents that it will transfer to end users good title, as applicable at the Delivery Point or otherwise of all Retail Natural Gas Services delivered hereunder, that it has the right to sell such Retail Natural Gas Services, that such Retail Natural Gas Services shall be free from all taxes, liens, encumbrances and claims, and that such Retail Natural Gas Services complies with the technical specifications and will be in a form and quality specified by the Local Utility's distribution system. With respect to its obligations as supplier of Retail Natural Gas Services to the Aggregation Program, VESI shall have and maintain valid certification from the Commission during the term hereof. Failure to comply with this Section 9.3 shall constitute a material breach of this Agreement.

9.4 Limitation of Warranties. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED BY THE PARTIES.

Article Ten. Default and Early Termination

10.1 Prior to the expiration of any initial or subsequent term of this Agreement, this Agreement may be terminated in the event of the occurrence of any of the following events:

- (a) Immediately upon the occurrence of a Bankruptcy Event by any Party;
 - (i) Pursuant to the terms set forth herein, upon the occurrence of a Regulatory Event;
 - (ii) Pursuant to the terms set forth in Exhibit A as those terms relate to the annual renegotiation of a retail adder;
 - (iii) By mutual written agreement of the parties;
 - (iv) As otherwise provided below in Section 10.2.

10.2 If either Party fails to comply with any material term or condition of this Agreement and such failure is not excused as Force Majeure, such Party shall be in default under this Agreement. If a Party is in default under this Agreement, the Party claiming that the other Party is in default shall give notice to the defaulting Party in writing detailing the alleged default and requesting specific relief that is in accord with the terms and conditions of this Agreement. The Party receiving such notice of default shall respond in writing within five (5) business days affirming or denying the alleged default and detailing how any such default under this Agreement will be cured. If the Party claiming the default is not reasonably satisfied that such default has been cured within thirty (30) days following the date that the notice of default has been received by the defaulting Party, the claiming Party shall be free to seek legal redress and take such other actions, including termination of this Agreement, as it sees fit, but limited to the extent set forth in Section 11.1 herein.

10.3 Enforcement of Remedies. Except to the extent set forth in Section 11.1 herein, the Party claiming default under Section 10.2 above may enforce any of its remedies under this Agreement successively or concurrently at its option. All of the remedies and other

provisions of this Article shall be without prejudice and in addition to any right of setoff, recoupment, combination of accounts, lien or other right to which any Party or any of its Affiliates is at any time otherwise entitled (whether by operation of law or in equity, under contract or otherwise).

Article Eleven. Liability

11.1 Intentionally Deleted.

Article Twelve. Notices

12.1 Unless otherwise specified, all notices, requests, statements or payments under this Agreement shall be made to the following:

All Notices: **Volunteer Energy Services, Inc.**
 Street: **790 Windmill Drive**
 City, State and Zip: **Pickerington, Ohio 43147**
 Attn: **John L. Einstein, IV**
 With a Copy to: **Larry Taylor**

All Notices: **City of Reynoldsburg**
 Street: **7232 East Main Street**
 City, State and Zip: **Reynoldsburg, Ohio 43068**
 Attn: **William J. Sampson, LEED Green Assoc.**

12.2 Notices shall, unless otherwise specified herein, be in writing and may be delivered by hand delivery, United States certified mail – return receipt requested, overnight courier service. Notice by hand delivery shall be effective at the close of business on the day actually received, if received during business hours on a business day, and otherwise shall be effective at the close of business on the next business day after receipt. Notice by overnight United States mail or courier shall be effective (2) two business days after delivery. Notice by certified US mail, return receipt requested, shall be effective five (5) business days following delivery. A Party may change its addresses or the contact person by providing notice of the same in accordance herewith.

Article Thirteen. Confidentiality

13.1 Obligation of Confidentiality. The parties agree to the extent permitted by law, for themselves and their respective Representatives to keep confidential all Confidential Information provided hereunder and to use the Confidential Information solely for purposes related to this Agreement. Except as provided herein, Confidential Information shall not be disclosed by the receiving Party (“Receiving Party”) to any third party without the prior written consent of the disclosing Party (“Disclosing Party”); and such third party shall be requested to treat the Confidential Information in accordance with this Agreement.

13.2 Disclosure. In the event either Party is required to disclose such Confidential Information

by a law, court, agency or other governing body having, or purporting to have, jurisdiction over the Party, such Party shall notify the other Party prior to any disclosure, if such notice is, in the determination of the Receiving Party's counsel, permitted by law, so as to allow the other Party an opportunity to resist such disclosure and/or to seek appropriate protection from further disclosure. If the Disclosing Party, in the determination of counsel, is compelled to disclose Confidential Information, the Disclosing Party may disclose that portion of the Confidential Information, which the Disclosing Party's counsel advises that the Disclosing Party is compelled to disclose.

- 13.3 **Proprietary Rights, Survival.** Each Party acknowledges the proprietary rights of the other Party in and to the Confidential Information. The obligations under this Article Twelve shall survive the conclusion or termination of this Agreement for two (2) years.

Article Fourteen. General Terms

- 14.1 **Entire Agreement, Amendments and Counterparts.** The terms of this Agreement (including any exhibits, schedules and attachments hereto) constitute the entire agreement between the parties with respect to the matters set forth in this Agreement and may be changed only by written agreement executed after the date hereof by the Parties. All exhibits, schedules and addendums attached hereto are incorporated herein by reference. This Agreement and any modification hereof may be executed and delivered in counterparts, including by a facsimile transmission thereof, each of which shall be deemed an original.
- 14.2 **No Waiver.** No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement shall not operate as a waiver thereof, nor shall any partial exercise of any such right preclude the exercise of any other right. No waiver shall be valid unless set forth in a mutually signed writing, and any such waiver shall not operate as a waiver of the same or any other right on another occasion, unless otherwise agreed to mutually in writing.
- 14.3 **Headings.** The headings used for the articles and sections herein are for convenience only and shall not affect the meaning or interpretation of the provisions of this Agreement.
- 14.4 **No Partnership.** Nothing in this Agreement shall constitute or be construed as constituting or tending to create an agency, partnership, master-servant or employer-employee relationship between the Parties.
- 14.5 **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the law of the State of Ohio without regard to principles of conflict of laws.
- 14.6 **No Third Party Beneficiaries.** This Agreement confers no rights or remedies whatsoever upon any person or entity other than the Parties and shall not create, or be interpreted as creating, any standard of care, duty or liability to any person or entity not a party hereto. Neither Party shall be liable to a third party not a party to this Agreement for any unauthorized act or omission on the part of the other Party, nor for any unauthorized

obligation or debt incurred by the other Party

- 14.7 Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns, except as expressly provided in this Agreement.
- 14.8 Assignment. This Agreement shall not be assigned by either Party without the written consent of the other Party; which consent shall not be unreasonably withheld.
- 14.9 Authorization. Each Party to this Agreement represents and warrants that it has full and complete authority to enter into and perform this Agreement. Each person who executes this Agreement on behalf of either Party represents and warrants that he or she has full and complete authority to do so and that such Party will be bound by the Agreement.
- 14.10 Prefatory Statements. The Parties hereto agree and acknowledge that the prefatory statements in this Agreement are intended to be and shall be a part of the provisions of this Agreement.
- 14.11 Severability. If any provision of this Agreement is determined to be invalid, void, or unenforceable by any court having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this Agreement.
- 14.12 Agent. The Municipality may designate an agent or Representative to act on its behalf, which agent or Representative Municipality may change from time-to-time upon notice to VESI.

Article Fifteen. Definitions

"**Act**" means Ohio Revised Code, Chapter 4929, as amended.

"**Affiliate**" means, in relation to any person, any entity controlled, directly or indirectly, by such person, any entity that controls, directly or indirectly, such person, or any entity directly or indirectly under common control with such person. For this purpose, "control" of any entity or person means ownership of a majority of the voting power of the entity or person. With respect to Municipality, the term Affiliate shall include but not be limited to any political subdivision of Municipality, or an instrumentality agency or department of Municipality.

"**Aggregation Group**" means the collection of Aggregation Members.

"**Aggregation Member(s)**" means those retail residential and commercial customers whose meters are read on a cycle basis by the Local Utility, are within the corporate limits of the Municipality, and who are eligible to and do become members of the Municipality's Governmental Aggregation program.

"**Bankruptcy Event**" means either Party:

- (a) Is dissolved (other than pursuant to a consolidation, amalgamation or merger), becomes insolvent, is unable to pay its debts or admits in writing its inability generally to pay its debts as they become due, or makes a general assignment, arrangement or composition with or for the benefit of its creditors;
- (b) Institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation;
- (c) Seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or substantially all its assets, or has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets;
- (d) In the case of the Municipality, there is appointed or designated any entity such as a board, commission, authority or agency to monitor, review, oversee, recommend or declare a financial emergency or similar state of financial distress;
- (e) Causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) to (iv) inclusive; or
- (f) Takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

“**Btu**” means British thermal unit.

“**Ccf**” means one hundred (100) cubic feet of natural gas.

“**Commission**” means the Public Utilities Commission of Ohio.

“**Community Reinvestment Program**” Is a program where VESI contributes funds to the Municipality for certain purposes. The purposes of funds shall be designated and outlined in the agreement between VESI and the City of Reynoldsburg.

“**Confidential Information**” means any and all data and information of whatever kind or nature (whether written, electronic or oral), which is disclosed by one Party (the “Disclosing Party”) to the other Party (the “Receiving Party”) regarding itself, its business, and/or the business of its Affiliates. Information that is disclosed by one Party to the other which the Disclosing Party believes is confidential and is clearly designated as confidential shall be deemed Protected Information, only if such claim of confidentiality is conspicuously disclosed in writing or other tangible form that is marked “confidential” at the time of transmittal or if disclosed verbally is described as confidential or proprietary at the time of the conversation and the Disclosing Party also supplements the verbal transmittal with a transmittal in writing or other tangible form that is conspicuously marked “confidential” or “proprietary” within five (5) days of the verbal disclosure.

Each Party shall have the right to correct any inadvertent failure to designate information as Confidential Information by providing the other Party with timely written notification of the error, and the designated information shall be treated as Confidential Information from the time a Party receives the written notification. Confidential Information does not include information:

- (a) In the public domain at the time of disclosure;
- (b) That after disclosure passes into the public domain, except by a wrongful act of the Receiving Party;
- (c) Disclosed to the Receiving Party by a third party not under an obligation of confidentiality;
- (d) Already in the Receiving Party's possession prior to disclosure by the Disclosing Party;
- (e) Subject to disclosure pursuant to Revised Code Section 149.43 or any other applicable law.

"Customer Data" includes, without limitation: the customer's name, billing address, meter address and usage information, account number, rate classification, and similar information that is applicable and necessary for VESI to provide its Retail Natural Gas Services hereunder.

"Eligible Customer" means a customer that is eligible to participate in a governmental aggregation in accordance with Sections 4929.26 and 4929.27, Ohio Revised Code and Rule 4901:1-28-01(C), O.A.C, or as otherwise agreed to by the parties.

"Fixed Price Period" shall mean the flow date period of which a fixed price can be entered into for a specific period of time.

"Force Majeure" for purposes of this Agreement means an uncontrollable force that is not within the control of the Party relying thereon and could not have been prevented or avoided by such Party through the exercise of due diligence. Subject to the foregoing, Force Majeure shall include, but not be limited to, flood, earthquake, storm, drought, fire, pestilence, lightning, hurricanes, washouts, landslides and other natural catastrophes and acts of God; strikes, lockouts, labor or material shortage, or other industrial disturbances; acts of the public enemies, epidemics, riots, civil disturbance or disobedience, sabotage, terrorist acts, wars or blockades; governmental actions such as necessity to comply with any court order, law, statute, ordinance or regulation promulgated by a governmental authority; or any other unplanned or non-scheduled occurrence, condition, situation or threat not covered above, which renders either Party unable to perform its obligations hereunder, provided such event is beyond the reasonable control through the exercise of due diligence of the Party claiming such inability. Failures or interruptions, including government ordered interruptions, on the transmission or distribution systems relied upon for supplying Retail Natural Gas Services under this Agreement will constitute Force Majeure, provided that VESI has arranged for firm transportation service as noted in this Agreement.

"Governmental Aggregator" means an eligible governmental entity certified by the Commission to act as a governmental aggregator for the provision of competitive retail natural gas service under

authority conferred by, *inter alia*, Section 4929.26 and 4929.27, Revised Code.

“Governmental Aggregation” means a program certified by the Commission for the provision of competitive retail natural gas service under authority conferred by, *inter alia*, Section 4929.26 and 4929.27, Revised Code.

“Historical Load” means the most recent history of natural gas consumption for the Aggregation Group and/or Aggregation Member(s).

“Local Utility” means, Columbia Gas of Ohio, the natural gas distribution utility providing services to the Aggregation Group of the Governmental Aggregation program.

“Mcf” means one thousand (1,000) cubic feet of natural gas.

“NYMEX Strike Price” means, a monthly NYMEX closing for the first of the following month for natural gas delivery. NYMEX closes two (2) business days before the end of the month. The price includes NYMEX basis, interstate transmission, shrinkage fuel loss, Mcf Btu conversion and supplier margin.

“Regulations” means Public Utilities Commission of Ohio and Federal Energy Regulatory Commission rules, regulations and precedent, to the extent of their respective jurisdictions.

“Representative” means, as to a Party, any Affiliate, or any shareholder, officer, director, employee, agent, attorney, or advisor of the Party or its Affiliate.

Execution of Agreement

The Parties acknowledge their agreement to the terms herein by their signatures below.

Volunteer Energy Services, Inc.

City of Reynoldsburg

By: _____

By: _____

Name: **Richard A. Curnutte Sr.**

Name: _____

Title: **President**

Title: _____

EXHIBIT A

1. Type of Service: **Columbia Gas of Ohio Customer Choice**
2. Term: **August 1, 2019 through July 31, 2021**
3. Delivery Point: **Customers Burner Tip**
4. Price: **For members of this program, VESI has offered to provide natural gas to Aggregation Members at a rate of 8% off of Columbia Gas Standard Choice Offer (COH SCO) Market Adder per Ccf plus NYMEX month end settle at the burner tip. In addition, there are no early termination penalties if end users decide to leave this offer. This price is good through the earlier to occur of (a) a change in any material term, such as a discount other than 8% being applied to the then-current COH SCO Market Adder, or (b) July 31, 2021. During the term, the discount shall never be less than \$0.003 below the then-current SCO Adder through the end of the August 2021 billing cycle.**

VOLUNTEER ENERGY SERVICES, INC. ("SELLER")
("BUYER")

CITY OF REYNOLDSBURG

By: _____

By: _____

Print: **Richard A. Curnutte Sr.**

Print: _____

Title: **President**

Title: _____

EXHIBIT B



DATE

Dear City of Reynoldsburg Resident,

Volunteer Energy Services, Inc. (VESI) in cooperation with the City of Reynoldsburg (the “City”) is providing you with the opportunity to join or remain with other residents and small commercial customers in the City’s natural gas Government Aggregation Program. **If you have received this letter and are outside the boundaries of the City of Reynoldsburg, please let us know by calling 800-977-8374.** Government Aggregation programs allow City officials to bring together citizens to gain group-buying power for the purchase of natural gas from a retail supplier licensed by the Public Utilities Commission of Ohio. **City of Reynoldsburg voters approved this program in 2010.**

During the past few months, we have researched options for competitive natural gas pricing for you. We have chosen VESI, an Ohio based corporation to provide you with natural gas for the term **August 1, 2019 through July 31, 2021.**

You will be automatically enrolled (if a new Participant) or continue your enrollment (if an existing Participant) in the City’s Natural Gas Government Aggregation Program unless you choose to “opt out” – that is, affirmatively choose not to participate. If you wish to be excluded from the City’s natural gas aggregation program, you must return the enclosed “Opt-Out” form by _____. Otherwise, you will be included in the aggregation program. If you do not opt out at this time, you will receive a notice at least once every two years asking if you wish to remain in the program. However, you do not need to do anything to participate. There is no cost for enrollment and you will not be charged a switching fee.

Price: For members of this program, VESI has offered to provide natural gas to Aggregation Members at a rate of 8% off of Columbia Gas Standard Choice Offer (COH SCO) Market Adder per Ccf plus NYMEX month end settle at the burner tip. In addition, there are no early termination penalties if end users decide to leave this offer. This price is good through the earlier to occur of (a) a change in any material term, such as a discount other than 8% being applied to the then-current COH SCO Market Adder, or (b) July 31, 2021. During the term, the discount shall never be less than \$0.003 below the then-current SCO Adder through the end of the August 2021 billing cycle.

After you become a participant in the City’s natural gas aggregation program, Columbia Gas of Ohio (COH) will send a postcard confirming your selection of VESI as your natural gas provider. As required by law, this postcard will inform you of your option to cancel your enrollment with VESI within seven (7) business days of its postmark date. To remain in the City’s government aggregation program, you don’t need to take any action when this postcard arrives. You will be automatically enrolled.

COH will always be responsible for ensuring the distribution of natural gas to your premises and will continue to maintain your meter, the monthly reads and the pipelines that deliver natural gas to your home. Your natural gas bill will also continue to come from COH. The only change you’ll notice is the name of your new gas supplier, Volunteer Energy Services, Inc., included on your bill.

If you have any questions, please call VESI toll-free at **1-800-977-8374**, Monday through Friday, 9:00 a.m. to 4:00 p.m.

Sincerely,
City of Reynoldsburg
and
Volunteer Energy Services, Inc.

These **ENERGY SUPPLY TERMS AND CONDITIONS** have important information you need to know before you commit to natural gas service from Volunteer Energy Services, Inc. (VESI). VESI is an Ohio corporation whose customers include a variety of Ohio natural gas end users. As a natural gas supply customer of VESI, you agree to the Terms and Conditions of VESI's natural gas supply contract.

Service Arrangement: VESI's energy supply will be delivered to your residence or facility via the Columbia Gas of Ohio (COH) pipeline on a cost per Ccf basis through **July 2021**. Upon acceptance by Columbia Gas of Ohio the cost will be 8% off COH SCO adder per Ccf plus NYMEX end of month close.

Term: The term of this Agreement shall commence when accepted by VESI and shall continue until the sooner to occur of (a) a change in any material term, such as a discount other than 8% being applied to the then-current SCO Adder, or (b) July 31, 2021. During the term, the discount shall never be less than \$0.003 below the then-current SCO Adder through the end of the August 2021 billing cycle. Natural gas service will begin within 60 days of acceptance by Columbia Gas. You may terminate this Agreement with VESI by providing a 30-day notice in writing to VESI or by telephone. Columbia Gas will continue to deliver VESI-supplied natural gas to your home at the agreed upon rate.

Office Locations and Hours: VESI's offices are located at 790 Windmill Drive, Pickerington, Ohio 43147 and are open from 8:30 A.M. to 4:00 P.M. E.S.T., Monday through Friday. VESI can be reached by telephone at (614) 856-3128 or toll free at 800-977-8374. Telephone service hours are from 9:00 A.M. to 4:00 P.M. E.S.T., Monday through Friday. E-mail address is sraffeld@volunteerenergy.com.

Bill Payment Process: COH will continue to bill you monthly for natural gas delivery services and also for VESI's natural gas service. Should you fail to pay the bill or fail to meet any agreed upon payment arrangement, COH may terminate your service in accordance with its company tariffs, and this agreement with VESI may be automatically terminated.

Complaint Dispute Resolution: If you have any complaints regarding your natural gas service or your monthly bill, please contact us at 1-800-977-8374. Upon request, VESI will provide you up to twenty-four months (24) of your payment history without charge. If your complaint is not resolved after you have called VESI, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). Additionally, the Ohio

consumers' council (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.

Emergency Service Problems: If you become aware of a gas emergency condition, or experience an unanticipated loss of gas service, you should contact the COH at the telephone number listed on your gas bill.

Termination/Rescission of Agreement: You may terminate / rescind your natural gas supply enrollment with VESI within seven (7) days of the post mark date of the confirmation letter from COH. After the initial seven (7) day period, either you or VESI may terminate the contract at any time by providing the non-terminating party thirty (30) days written notice of such termination, without penalty. You will remain responsible for all natural gas consumed by you prior to the actual termination of service. If your supply contract with VESI is terminated, your natural gas supply will automatically be provided by COH under its standard tariff unless or until you choose another supplier. If you voluntarily terminate participation in the City's natural gas governmental aggregation program, you may be charged a price other than COH regulated sales service rate. **There will be no early termination fees associated with the City's program.** Service will automatically terminate upon the occurrence of any of the following: (1) the requested service location is not served by COH; (2) you move outside COH service area or to an area not served by VESI; or (3) VESI terminates your supply agreement and returns you as a customer to COH. You have the right to terminate natural gas service with VESI without penalty, for any reason at any time.

Program Compliance: COH's deregulation program is subject to the ongoing jurisdiction of the PUCO. If the PUCO cancels the program, this contract is rendered void with no penalty to either party. The laws of the State of Ohio will govern the terms of natural gas supply.

VESI's rate excludes COH charges and taxes. Natural gas service is subject to enrollment processing timelines as determined by COH and VESI's aforementioned Terms and Conditions of Service. To be eligible to participate in the City of Reynoldsburg's natural gas aggregation program, you must: (1) have a residence or business located in the City of Reynoldsburg; (2) be eligible to receive natural gas from COH; (3) meet Ohio non-mercantile requirements; (4) be current with your natural gas payments or payment arrangements; (5) not be enrolled in the PIP program; and (6) currently not taking natural gas supply service from another natural gas marketer.

If you believe you received this letter in error or are not located in the City of Reynoldsburg, please contact VESI to remove your account from our aggregation list.

P.S. Remember to return the below Opt-Out form only if you do not want to participate in the City of Reynoldsburg's Natural Gas Government Aggregation Program.

OPT-OUT FORM FOR THE CITY OF REYNOLDSBURG GOVERNMENT AGGREGATION PROGRAM

☐ I wish to opt out of my community's natural gas program. (Check box to opt out.)

Service Address: _____

Phone Number: _____ Account Number (located at the top of your _____ bill): _____

Printed Name: _____ Date: _____

Account Holder's signature: _____

Mail by: _____ To: City of Reynoldsburg Government Aggregation Program, 790 Windmill Drive, Pickerington, Ohio 43147

ORDINANCE NO. 65-19PASSED: May 28, 2019

ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A "GOVERNMENTAL AGGREGATION PROGRAM AGREEMENT" WITH VOLUNTEER ENERGY SERVICES, INC., TO PROVIDE FULL REQUIREMENTS RETAIL NATURAL GAS AND RELATED ADMINISTRATIVE SERVICES TO AN AGGREGATED GROUP AND DECLARING AN EMERGENCY.

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

SECTION 1. That the Mayor be and is hereby authorized and directed to enter into a "Master Services Agreement" with Volunteer Energy Services, Inc. for provision of the Retail Natural Gas Services for the Governmental Aggregation. See document, "Exhibit 1", attached hereto and incorporated herein.

SECTION 2. That this ordinance is deemed to be an emergency measure necessary for the immediate preservation of the public health and safety, and further to be able to offer reduced cost of gas to the residents of the City of Reynoldsburg; wherefore upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor.

Doug Joseph
Doug Joseph, President of Council

ATTEST: April L. Beggerow
April L. Beggerow, Clerk of Council

APPROVED: Bradley E. McCloud
Bradley E. McCloud, Mayor

DATE 5/29/19

CERTIFICATE

I, April L. Beggerow, Clerk of Council, City of Reynoldsburg, Ohio do hereby certify the foregoing to be a true and correct copy of Ordinance No. 65-19 as passed by Council of said City on the 28th day of May, 2019 and as recorded in the Record of Proceedings of said Council.

April L. Beggerow
April L. Beggerow, Clerk of Council

Filed with Mayor: 5/29/19

City Auditor's Office**Stephen Cicak****7232 E. Main Street****Reynoldsburg OHIO 43068****614/322-6858 Phone****ORDINANCE REQUEST****DATE:** **May 28, 2019****TO:** **Finance and Administration Committee**

RE: Ordinance Authorizing the City Auditor to Establish Funds 941, 942, 943, 944 - Agency Funds for the JEDD 1, JEDD 2, JEDD 3 and JEDD 4, respectfully and
DECLARING AN EMERGENCY

Approval:

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

Emergency/Suspension: Emergency

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

In anticipation of the first quarter receipts and to ensure accurate record keeping I ask that this legislation be passed as an emergency.

Ordinance Authorizing the City Auditor to Establish Funds 941, 942, 943, 944 - Agency Funds for the JEDD 1, JEDD 2, JEDD 3 and JEDD 4;

AND DECLARING AN EMERGENCY

Authority to the Reynoldsburg City Auditor to create agency funds.

ORDINANCE NO. 66-19PASSED: May 28, 2019

Ordinance Authorizing the City Auditor to Establish Funds 941, 942, 943, 944 - Agency Funds for the JEDD 1, JEDD2, JEDD3 and JEDD4; AND DECLARING AN EMERGENCY.

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

SECTION 1. That the City Auditor is hereby authorized and directed to establish Funds 941, 942, 943 & 944 for the JEDD 1, JEDD 2, JEDD 3 and JEDD 4, as required by ORC 4511.191 (I).

SECTION 2. That this ordinance is deemed to be an emergency measure for the financial needs of the city, and further so a fund will be in place in which to deposit monies that will be received; wherefore upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor.

Doug Joseph
Doug Joseph, President of Council

ATTEST: April L. Beggerow
April L. Beggerow, Clerk of Council

APPROVED: Bradley L. McCloud DATE 5/29/19
Bradley L. McCloud, Mayor

CERTIFICATE

I, April L. Beggerow, Clerk of Council, City of Reynoldsburg, Ohio do hereby certify the foregoing to be a true and correct copy of Ordinance No. 66-19 as passed by Council of said City on the 28th day of May, 2019, and as recorded in the Record of Proceedings of said Council.

April L. Beggerow
April L. Beggerow, Clerk of Council

Filed with Mayor: 5/29/19

Development Department

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

ORDINANCE REQUEST

DATE: May 28, 2019

TO: Development Department

RE: ORDINANCE TO AMEND ORDINANCE 113-15 ADOPTED ON DECEMBER 21, 2015 WHICH READ AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT AND ANNEXATION AGREEMENT BY AND BETWEEN ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG, OHIO AND DECLARING AN EMERGENCY; AND DECLARING AN EMERGENCY.

Approval:

Joe Begeny	Chris Shook	Skipped Stephen Cicak
------------	-------------	--------------------------

Emergency/Suspension: Emergency

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

Ordinance to Amend Ordinances 113-15.

This amendment is to expand the geographic area of JEDD 1 by one parcel. The JEDD boards and township trustees have passed this legislation



**JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT
AND AGREEMENT PURSUANT TO OHIO REVISED CODE SECTION 709.192**

(JEDD 1 CONTRACT)

AMENDMENT NO. 1

BY AND BETWEEN

CITY OF REYNOLDSBURG

(FRANKLIN, LICKING AND FAIRFIELD COUNTIES), OHIO

AND

ETNA TOWNSHIP (LICKING COUNTY), OHIO

Dated as of

August 21, 2018

Attachment: Exhibits B - D (80-19 : Amendment #2 113-15 JEDD 1)

**JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT, AMENDMENT NO. 1,
(JEDD 1 CONTRACT)**

This Joint Economic Development District Contract, Amendment No. 1, entered into pursuant to Ohio Revised Code 715.72, et seq., (the "Amended Contract No. 1") dated as of August 21, 2018, is entered into by and between the City of Reynoldsburg, Ohio ("City"), a municipal corporation and political subdivision organized and existing pursuant to the Constitution and the laws of the State of Ohio, and Etna Township (Licking County), Ohio ("Township" and together with the City, the "Contracting Parties"), a township and political subdivision organized and existing under the laws of the State of Ohio.

WITNESSETH:

WHEREAS, the Contracting Parties entered into a Joint Economic Development District Contract on or about December 23, 2015 (the "Original Contract"); and

WHEREAS, the Contracting Parties now desire to amend said Contract to increase the income tax rate to two (2%) percent.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Amended Contract No. 1, the City and Township agree and bind themselves, their agents, employees, and successors as follows:

1. Pursuant to Section 4.11 Amendments of said Original Contract, the Parties hereby agree to amend said Contract by deleting only the first paragraph of Section 4.1 JEDD Income Tax Agreement, and replacing it with the following:

Section 4.1- JEDD Income Tax Agreement

The Board at its first meeting shall adopt a resolution to levy an income tax at a rate of two percent (2 %) in the District in accordance with Section 715.74 of the Revised Code based on the income of persons working within the District and on the net profits of businesses located within the District ("JEDD Income"). The income tax shall go into

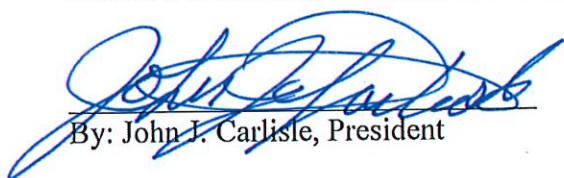
Attachment: Exhibits B - D (80-19 : Amendment #2 113-15 JEDD 1)

effect immediately upon adoption of that resolution. The rate of the income tax shall remain two percent (2 %) and shall not change to equal the highest rate of the income tax levied by the City, or some rate in excess of two percent (2 %), but less than said highest rate, unless hereafter authorized by a duly approved and executed Resolution adopted by the Township Board of Trustees. Said income tax rate shall never decrease below said rate of two percent (2 %). The revenues of that income tax shall be used for the purposes of the District and the Contracting Parties pursuant to this Contract.

2. All other terms and conditions of the Original Contract shall remain in full force and effect.
3. This Amendment No. 1 shall become effective immediately on the date of approval by the last party to approve the same.

**IN WITNESS THEREOF, ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG
HAVE CAUSED THIS AMENDED CONTRACT NO. 1 TO BE EXECUTED BY THEIR
DULY AUTHORIZED REPRESENTATIVES AS OF THE DATE HEREINBEFORE
WRITTEN:**

ETNA TOWNSHIP BOARD OF TRUSTEES


By: John J. Carlisle, President

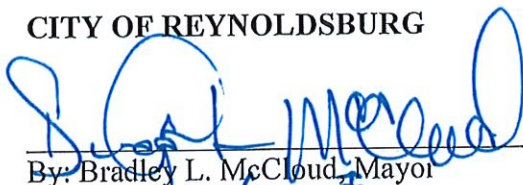
Date: 8-21-18

Resolution No. 1808-2103

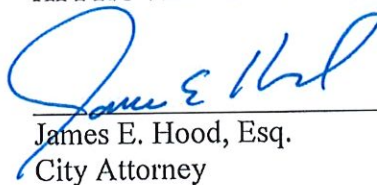
APPROVED AS TO FORM:

John B. Albers II, Esq.
Attorney for Township

CITY OF REYNOLDSBURG


By: Bradley L. McCloud, MayorDate: 9/28/18Ordinance No. 89-18

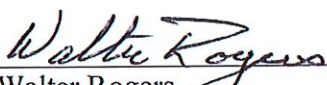
APPROVED AS TO FORM:


James E. Hood, Esq.
City Attorney

Attachment: Exhibits B - D (80-19 : Amendment #2 113-15 JEDD 1)

FISCAL OFFICER CERTIFICATE

The undersigned Fiscal Officer of Etna Township, Licking County Ohio hereby certifies that the moneys required to meet the obligations of the Township during the calendar year 2018 under the foregoing Joint Economic Development District Contract, Amendment No. 1, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.


 By: Walter Rogers
 Etna Township Fiscal Officer

The undersigned Fiscal Officer of the City of Reynoldsburg, Franklin, Licking, Fairfield Counties, Ohio hereby certifies that the moneys required to meet the obligations of the City, during the calendar year 2018 under the foregoing Joint Economic Development District Contract, Amendment No. 1, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

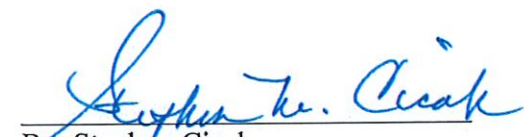

 By: Stephen Cicak
 Reynoldsburg City Auditor

Exhibit D
Etna-Reynoldsburg Joint Economic Development District #1, Amendment No. 2 Area

<u>Property Owner</u>	<u>Property Address</u>	<u>Parcel #</u>	<u>Acreage</u>	<u>Current Zoning</u>	<u>Current Use</u>	<u>Vacant</u>
The Harsh Family Trust	8475 Mink St. SW, Etna, Ohio 43062	010-017298-01.000	1.963			

DESCRIPTION FOR A 1.963 ACRE TRACT

Situated in the State of Ohio, County of Licking, Etna Township, being a part of Lot 2 in Section 2, Township 16, Range 20, of the Refugee Tract, and being all of that 1.96 acre tract (Parcel No. 010-021090-00.000) as conveyed to Edward A. Greer, Robert P. Greer, Maureen A. Boggs, and Patricia G. (Kuskowski) Adams in Instrument Number 201212180029987, all references being to those of record in the Recorder's Office, Licking County, Ohio, said 1.963 acre tract being more particularly bounded and described as follows:

Commencing at the intersection of the centerline of Mink Street with the southerly line of said Lot 2;

Thence along the southerly line of said Lot 2, **South 85°53'41" East, 30.00 feet** to an iron pin set at its intersection with the easterly right of way line of Mink Street;

Thence leaving said lot line and along the easterly right of way line of Mink Street, **North 4°46'34" East, 507.15 feet** to an iron pin set at the southwesterly corner of said 1.96 acre tract and a westerly corner of a 48.997 acre tract as conveyed to Farm View LTD. in Official Record 77, Page 840, and being the **Point of Beginning** for the 1.963 acre tract herein described;

Thence continuing along the easterly right of way line of Mink Street, **North 4°46'34" East, 130.00 feet** to an iron pin set;

Thence leaving said right of way line and along westerly lines of said 48.997 acre tract the following three (3) courses and distances:

South 85°55'39" East, 657.81 feet to a 3/4-inch iron pipe found;

South 4°52'03" West, passing over a 3/4-inch iron pipe found at 126.16 feet, a total distance of **130.00 feet**; and ...

North 85°55'39" West, 657.60 feet to the **Point of Beginning** and containing 1.963 acres, more or less, according to a survey made by Jobes Henderson & Associates, Inc. in June of 2017.

The bearings in the above description are based on the Ohio State Plane Coordinates System, South Zone, NAD83.

DESCRIPTION FOR A 1.963 ACRE TRACT

All iron pins set are 5/8" in diameter rebar by 30" in length with red identification caps marked "J&H, PS 8283".

Subject to all valid and existing easements, restrictions and conditions of record.

March 21, 2018

Jeremy L. Van Ostran, P.S.
Surveyor No. 8283

F:\Clients\Active\TGP\TGP001\survey\legals\TGP001_1.963ac Tract desc

Attachment: Exhibits B - D (80-19 : Amendment #2 113-15 JEDD 1)



Exhibit D

Etna-Reynoldsburg Joint Economic Development District #1, Amendment No. 2 Area

<u>Property Owner</u>	<u>Property Address</u>	<u>Parcel #</u>	<u>Acreage</u>	<u>Current Zoning</u>	<u>Current Use</u>	<u>Vacant</u>
The Harsh Family Trust	8475 Mink St. SW, Etna, Ohio 43062	010-017298-01.000	1.963			

DESCRIPTION FOR A 1.963 ACRE TRACT

Situated in the State of Ohio, County of Licking, Etna Township, being a part of Lot 2 in Section 2, Township 16, Range 20, of the Refugee Tract, and being all of that 1.96 acre tract (Parcel No. 010-021090-00.000) as conveyed to Edward A. Greer, Robert P. Greer, Maureen A. Boggs, and Patricia G. (Kuskowski) Adams in Instrument Number 201212180029987, all references being to those of record in the Recorder's Office, Licking County, Ohio, said 1.963 acre tract being more particularly bounded and described as follows:

Commencing at the intersection of the centerline of Mink Street with the southerly line of said Lot 2;

Thence along the southerly line of said Lot 2, **South 85°53'41" East, 30.00 feet** to an iron pin set at its intersection with the easterly right of way line of Mink Street;

Thence leaving said lot line and along the easterly right of way line of Mink Street, **North 4°46'34" East, 507.15 feet** to an iron pin set at the southwesterly corner of said 1.96 acre tract and a westerly corner of a 48.997 acre tract as conveyed to Farm View LTD. in Official Record 77, Page 840, and being the **Point of Beginning** for the 1.963 acre tract herein described;

Thence continuing along the easterly right of way line of Mink Street, **North 4°46'34" East, 130.00 feet** to an iron pin set;

Thence leaving said right of way line and along westerly lines of said 48.997 acre tract the following three (3) courses and distances:

South 85°55'39" East, 657.81 feet to a 3/4-inch iron pipe found;

South 4°52'03" West, passing over a 3/4-inch iron pipe found at 126.16 feet, a total distance of **130.00 feet**; and ...

North 85°55'39" West, 657.60 feet to the **Point of Beginning** and containing 1.963 acres, more or less, according to a survey made by Jobes Henderson & Associates, Inc. in June of 2017.

The bearings in the above description are based on the Ohio State Plane Coordinates System, South Zone, NAD83.

DESCRIPTION FOR A 1.963 ACRE TRACT

All iron pins set are 5/8" in diameter rebar by 30" in length with red identification caps marked "J&H, PS 8283".

Subject to all valid and existing easements, restrictions and conditions of record.

March 21, 2018

Jeremy L. Van Ostran, P.S.
Surveyor No. 8283

F:\Clients\Active\TGP\TGP001\survey\legals\TGP001_1.963ac Tract desc

Attachment: Exhibit C and D to JEDD 1 Amendment No 2 (80-19 : Amendment #2 113-15 JEDD 1)

ARTICLE VI MISCELLANEOUS

Section 6.1 Fiscal Year. The fiscal year of the District shall commence on January 1 of each calendar year and shall terminate on December 31st of the same calendar year.

Section 6.2 Reports and Records. The Board shall, at its initial meeting, notify the Auditor of the State of Ohio of the creation of the District and the Board. Within ninety (90) days prior to the commencement of each fiscal year of the District, the Board shall prepare or cause to be prepared and distribute to the City and the Township a budget for that fiscal year, stating anticipated revenues and expenditures of the District. All books, records, documents, and financial information of the District shall, upon request, be made available to the City and the Township and their agents for review and/or audit. The Board and the District shall fully cooperate with the City and the Township in fulfilling such a request.

Section 6.3 Entire Agreement, Amendments. This Agreement is the entire Agreement of the Parties and merges and supersedes all prior discussions, agreements and undertakings of any kind between the Parties with respect to the subject matter of this Contract, or any particular contained therein. In addition to the amendments provided for in Section 2.4 hereof, this Contract may be amended only by the City and the Township, and only in writing approved by the legislative authorities of each party by appropriate Legislation authorizing that amendment. In order for such amendment to be effective, the legislative actions of the Parties that amend this Contract must occur and be effective within a period of 90 days of each other.

Section 6.4 Periodic Review. On or about the tenth (10th) anniversary of the Effective Date, and each tenth (10th) anniversary during the term of this Contract, the City and the Township shall hold a joint meeting, on a date and time and a place to be mutually agreed upon, for the purpose of discussing any amendments to this Contract which may facilitate accomplishing the purposes of this Contract more efficiently and effectively. The parties may cancel any such meeting if both the City and the Township pass appropriate legislation agreeing

to such cancellation at least thirty (30) days immediately preceding the applicable tenth (10th) anniversary of the Effective Date.

Section 6.5 Support of Contract; Signing of Other Documents. The City and the Township agree to cooperate with each other and to use their reasonable efforts to do all things necessary for the creation and continued operation of the District. Neither the Township nor City will challenge or seek to invalidate any provision contained in this Contract. In the event that this Contract, or any of its terms, conditions or provisions, is challenged by any third party or parties in a court of law, the City and the Township agree to cooperate with one another and to use their reasonable efforts in defending this Contract with the object of upholding this Contract. The City and the Township shall each bear its own costs in any such proceeding challenging this Contract or any term or provision thereof, provided that the Board shall reimburse the City and the Township for such costs to the extent funds of the District are available and appropriated therefor pursuant to Section 4.2.1.4.

The Parties agree to cooperate with one another and to use their reasonable efforts in the implementation of this Contract and to sign or cause to be signed, in a timely fashion, all other necessary instruments and documents, and to take such other actions, in order to effectuate the purposes of this Contract.

Section 6.6 Annexation, Property Taxes. The City and the Township agree that they shall enter into an Annexation Agreement substantially in the form attached hereto as Exhibit "C", which such agreement shall become effective upon the effective date of this Contract. The parties acknowledge and agree that property taxes levied on the property within the District shall be distributed to the Township or other lawful recipient with no portion going to the City.

Section 6.7 Binding Effect. This Contract shall inure to the benefit of and shall be binding upon the District, the City, the Township and their respective permitted successors, subject, however, to the specific provisions hereof. This Contract shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence. This Contract is for the exclusive benefit of the above, and nothing contained herein is intended, nor shall it, convey or

create any right or privilege to or for any third party except as otherwise noted specifically herein.

Section 6.8 Counterparts. This Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Contract. Signatures transmitted by facsimile or electronic means are deemed to be originals.

Section 6.9 Severability. Except as provided in Article V hereof, in the event that any section, paragraph or provision of this Contract, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason,

6.9.1. that illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein,

6.9.2. the illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof, and

6.9.3. each section, paragraph, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

Section 6.10 Governing Law. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Ohio, and in particular, Section 715.72 through 715.81 and Section 709.192 of the Revised Code. In the event that Sections 715.72 through 715.81 or Section 709.192 of the Revised Code are amended or supplemented by the enactment of a new section or sections of the Revised Code relating to joint economic development districts or annexation agreements, the Contracting Parties shall be bound by the provisions of Sections 715.72 through 715.81 and 709.192 existing on the date of this Contract unless both parties agree to be bound by said Sections 715.72 through 715.81 and 709.192 as amended or supplemented, to the extent permitted by law.

Section 6.11 Insurance. The City and the Township shall each be responsible to provide public officials' liability insurance for their own respective elected officials and appointed officers and other appointees who serve the District on the Board or in any other official capacity. Providing public officials' liability insurance shall be an authorized reimbursable administrative expense of the Board, but the provision of said insurance by the Board is not required.

Section 6.12 Notices and Payments. All notices, demands, requests, consents or approvals given, required or permitted hereunder shall be in writing and shall be deemed sufficiently given if received or if had delivered or sent by recognized overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to (i) the City of Reynoldsburg, 7232 East Main Street, Reynoldsburg, Ohio 43068 Attention: Mayor, (ii) Etna Township, PO Box 188, Etna, Ohio 43018, Attention: Fiscal Officer, and (iii) the Board, Etna-Reynoldsburg Joint Economic Development District – 1 at the business address for the District in the by-laws adopted by the Board, or (iv) at such other address as the recipient shall have previously notified the sender in writing as provided in this section.

All payments shall be made to (i) the City of Reynoldsburg, 7232 East Main Street, Reynoldsburg, Ohio 43068, Attention: City Auditor, (ii) Etna Township, PO Box 188, Etna, Ohio 43018, Attention: Fiscal Officer, and (iii) the Board, Attention: Chair, Etna-Reynoldsburg Joint Economic Development District – 1 at the business address for the District in the by-laws adopted by the Board, or (iv) such other address as the recipient shall have previously notified the sender in writing as provided in this section.

Section 6.13 Defaults and Remedies. A failure to comply with the terms of this Contract shall constitute a default hereunder. The party in default shall have 60 days after receiving written notice from the other party of the event of default to cure that default. If the default is not cured within that time period, the non-defaulting party may sue the defaulting party for specific performance under this Contract. Other than as provided in Section 6 hereof, this Contract may not be canceled or terminated because of a default unless the City and the Township agree to such cancellation or termination.

Section 6.14 Other Providers. It is not the intent of this Contract to limit or restrict the ability or jurisdiction of other governmental authorities, not a party to this Contract, to provide services within the District or to have any other effect on such governmental authorities.

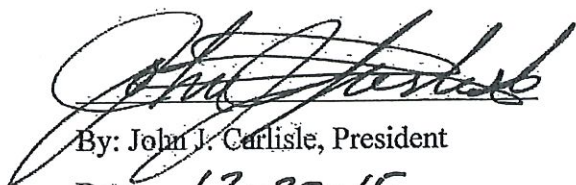
Section 6.15 Captions and Headings. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

Section 6.16 Applicability of City Ordinances. No city ordinances, resolutions, rules and regulations, codes or other requirements of the City shall apply to or affect properties within the JEDD District, except those which are necessary to levy and collect the income tax contemplated herein, provided, however, that if the Contracting Parties jointly agree hereafter, such other said ordinances, resolutions, rules and regulations, codes or other requirements may apply within the JEDD District.

(End of Article VI)

IN WITNESS THEREOF, ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG
HAVE CAUSED THIS CONTRACT TO BE EXECUTED BY THEIR DULY
AUTHORIZED REPRESENTATIVES AS OF THE DATE HEREINBEFORE
WRITTEN:

ETNA TOWNSHIP BOARD OF TRUSTEES



By: John J. Carlisle, President

Date: 12-23-15

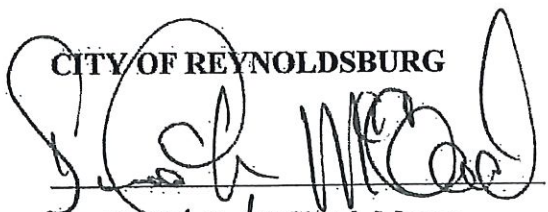
Resolution No. 15-12-22-01

APPROVED AS TO FORM:

John B. Albers II, Esq.

Attorney for Township

CITY OF REYNOLDSBURG

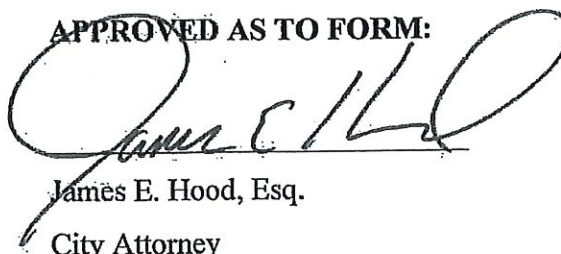


By: Bradley L. McCloud, Mayor

Date: 1/7/16

Ordinance No. _____

APPROVED AS TO FORM:



James E. Hood, Esq.

City Attorney

Attachment: Second Half of Exhibit A to JEDD 1 Amendment No 2 (80-19 : Amendment #2 113-15 JEDD 1)

FISCAL OFFICERS' CERTIFICATIONS

The undersigned Fiscal Officer of Etna Township, Licking County Ohio hereby certifies that the moneys required to meet the obligations of the Township during the calendar year 2015 under the foregoing Joint Economic Development District Contract, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Walter Rogers

By: Walter Rogers

Etna Township Fiscal Officer

The undersigned Fiscal Officer of the City of Reynoldsburg, Franklin, Licking, Fairfield Counties, Ohio hereby certifies that the moneys required to meet the obligations of the City, during the calendar year 2015 under the foregoing Joint Economic Development District Contract, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Richard Harris

By: Richard Harris

Reynoldsburg City Auditor

EXHIBIT C**ANNEXATION AGREEMENT**

This Annexation Agreement ("Agreement") is entered into by and between the City of Reynoldsburg, Ohio ("City"), a municipal corporation and political subdivision organized and existing pursuant to the Constitution and the laws of the State of Ohio, and Etna Township (Licking County), Ohio ("Township"), a township and political subdivision organized and existing under the laws of the State of Ohio.

WITNESSETH:

WHEREAS, Etna Township is located in Licking County, Ohio and Reynoldsburg is located in Franklin, Licking and Fairfield County, Ohio and both are political subdivisions of the State of Ohio; and

WHEREAS, the Township and the City intend to enter into this Annexation Agreement to identify certain lands the annexation of which will not be opposed by the Township, to create and provide for periods of time during which annexation of certain lands shall be prohibited, to provide for land use planning matters, to provide for services to certain lands by the Township and City and other matters as permitted in the Ohio Revised Code Section 709.192 for their mutual benefit and for the benefit of the residents of the State of Ohio; and

WHEREAS, the legislative authority of the Township and the City have each authorized and directed the Township and the City, respectively, to make and enter into this Annexation Agreement in further consideration of the Joint Economic Development District Contract;

NOW THEREFORE, in consideration of the foregoing recitals and the agreements, representations and covenants set forth in the Contract, the City and the Township agree as follows:

ARTICLE I

ANNEXATION PERMITTED

Section 1.1 Designation of Territories Where Annexation is Permitted. The City and the Township agree that the following areas which are depicted on maps and a list of parcels identified as parcels A-LL, attached hereto and specifically incorporated into this Agreement by this reference, as Exhibit 1, all of which areas are located within the boundaries of the Township, and which are hereafter collectively referred to as the "Permitted Territory".

Notwithstanding the terms of the JEDD Contract, the above Permitted Territory may be altered by mutual agreement of the City and the Township, but only by means of appropriate legislation authorizing such alteration by each parties legislative authorities. Such alteration, in order to be effective, must be authorized by the appropriate legislation passed by each of the parties hereto within a ninety (90) day period.

Should any alteration of the above-referenced Permitted Territory require a survey be made, the City shall have the responsibility to acquire and pay for the services of a licensed surveyor to perform such survey.

Section 1.2 Township Shall Not Oppose Annexation Applications. The Township and the City agree that the Township shall not oppose the annexation of any of the Permitted Territory to the City, and agrees that in the event the owners of such properties petition to annex their properties to the City, the Township waives any statutory right which it may have to oppose such annexation, and in such event, consents to such annexation under Ohio Revised Code Sections 709.022, 709.023, or 709.024 (also known as the "Expedited Annexation Procedures"), or the successors to such Sections.

The Township and the City recognize and agree that the annexation of any of the Permitted Territory shall be for the general good of the territory sought to be annexed when subject to the terms of this Agreement. Such annexation shall not create islands of Township Territory, shall not be detrimental to the provisions of governmental services, that such areas are contiguous to the City, and are not unreasonably large.

(End of Article I)

ARTICLE II

ANNEXATION PROHIBITED

Section 2.1 Annexation Prohibited. The Township and the City agree that in consideration for the mutual promises made herein, the City shall not annex, without the further consent of the Township, any parcel of land currently located within the boundaries of the Township on the effective date of this Agreement, throughout the entire term of the Agreement, and shall not assist any person or entity with respect to any such annexation. The City shall not seek or solicit directly or indirectly the annexation of part or all of any such parcel of land outside of the Permitted Territory.

The City shall not permit any such annexation petition of any portion of land within the Township, not included in the Permitted Territory, and shall not accept any petition for annexation of any such land. If after the effective date of this Agreement, a landowner petitions the Board of Commissioners and seeks annexation into the City, and the annexation petition is denied pursuant to the terms of this Agreement, the Township and the City shall jointly employ all legal means to prevent any such annexation from occurring, and shall bear the expense of the legal proceedings, including legal fees, equally.

The City shall not extend sanitary sewer or water facilities to any portion of the Township, not included in the Permitted Territory, without the express permission of the Township.

Section 2.2 Conforming Boundaries. Throughout the time this Agreement is in effect, in the event that the City annexes any of the Permitted Territory, the City shall not subsequently conform the boundaries of such properties by initiating a change to the Township's boundary under Chapter 503 of the Ohio Revised Code.

(End of Article II)

ARTICLE III
CITY SERVICES

3.1 City Services Available. The City shall, upon annexation, make available to the parcel all services listed on the Resolution of Essential Services, prepared by the Service Director and adopted by City Council. These services may include, but are not limited to: police and fire protection, emergency medical services, water, sanitary sewerage, storm water utility, yard waste and refuse pick up and disposal, parks and recreation, street maintenance and repair, and any other services made available by the City.

(End of Article III)

ARTICLE IV MISCELLANEOUS

4.1 Roadway Maintenance. The City and Township agree to maintain the roadways within their respective boundaries. The parties agree to indemnify and save harmless the other from liability which may arise as a result of either party failing to properly maintain the public right-of-way and thereby creating a public nuisance condition.

4.2 Progress Meetings. The City and Township agree to meet and discuss the progress of the Agreement a minimum of one (1) time per calendar year, during the months of January-March, at a time and place mutually agreed upon. Either party may request an emergency meeting at such other times as deemed necessary by the President of the Board of Trustees or the Mayor of the City. Before an emergency meeting may take place, written notice must be served upon the party not calling for the emergency meeting, no later than three (3) days prior.

4.3 Effective Date. This Agreement shall become effective on the same date as the JEDD Contract becomes effective under Article V of said JEDD Contract.

4.4 Term. The term of this Agreement shall commence on its Effective Date and shall be in force and effect through December 31st of the year containing the ninety-ninth (99th) anniversary of the Effective Date.

4.5 Termination. Either the City or the Township may terminate this Agreement by written notice to the other if (i) the Board has not adopted a resolution to levy the JEDD Income Tax within one year after the Effective Date of this Contract, or (ii) following appeal to the court of last resort with competent jurisdiction, a final order of that court invalidates the levy of the JEDD Income Tax.

Additionally, this Agreement may be terminated at any time by mutual consent of the Township and the City as authorized by their respective legislative authorities. In order for any such termination to be effective, legislative action of one party to terminate this Agreement must

occur and be effective within a period of ninety (90) days from the date of the party terminating this Agreement.

4.6 Support of Agreement. The City and the Township shall support this Agreement and shall defend the same against any claims brought against the JEDD, or the Board, or the City, or the Township in conjunction with the JEDD. The expenses and fees of the Board, the City and the Township, including reasonable attorney fees, incurred in any claim brought against the JEDD, or the Board, or the City, or the Township, shall be paid or reimbursed from Gross Revenues. If Gross Revenues are insufficient at any time to pay such expenses and fees, the City shall initially pay such expenses and fees and the City shall be reimbursed for the amount of such expenses and fees paid by the City when Gross Revenues are available for that reimbursement. The City and the Township agree to cooperate with one another in the implementation of this Agreement and to execute or cause to be executed, in a timely fashion, all necessary documents in order to effectuate the purposes of this Agreement.

4.7 Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement.

4.8 Severability. The invalidity or unenforceability of any one or more provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement or any part thereof and the same shall remain in full force and effect.

4.9 Mediation. In the event the parties have a dispute arise as to any term of this Agreement, the parties shall use their best efforts to resolve the dispute through a mutually acceptable mediation process prior to either party filing a complaint seeking relief. Each party shall bear their own costs of mediation, including their proportionate share of the compensation and administrative expenses required by the mediator. The mediator shall be selected by the agreement of the parties. If after sixty (60) days, a mediator is not selected by the parties, the party who has requested that a dispute be mediated, may commence a lawsuit seeking specific

performance of this Agreement, civil damages, and any other such remedies available in law or equity.

4.10 Default. Failure to comply with the terms of this Agreement shall constitute a default hereunder. The party in default shall have ninety (90) days, after receiving written notice from the other party of the event of default, to cure that default. If the default is not cured within that time period, the aggrieved party, may commence a lawsuit seeking specific performance of the Agreement, civil damages, and any other such remedies available in law or equity.

4.11 Amendments. This Agreement may be amended by the parties only in writing approved by the legislative authorities of both parties by means of appropriate legislation authorizing such amendment. In order for the amendment to be effective, appropriate legislation must be authorized within ninety (90) days of the proposal.

4.12 Immunity. By entering this Agreement, neither Party intends to relinquish or waive any of the immunities they now have or may hereafter be accorded under State or Federal law, including, but not limited to, all those immunities afforded governmental bodies and their officers and employees under Ohio Revised Code Chapter 2744.

4.13 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the parties, and their respective successors, subject, however, to the specific provisions hereof. This Agreement shall not inure to the benefit to anyone other than as provided in the immediately preceding sentence. This Agreement is not intended to and does not create rights or benefits of any kind for any persons or entities which are not Parties to this Agreement.

4.14 Liberally Construed. The parties agree that Ohio Revised Code Section 709.192 shall be liberally construed by the parties in order to facilitate this Agreement. The parties further agree that this Agreement shall be liberally construed in order to facilitate each parties desire to carry out the terms of this Agreement by providing government improvements, services and facilities, by promoting economic development, by creating and preserving employment opportunities, and by allowing the sharing of the Township and the City, and the State of Ohio,

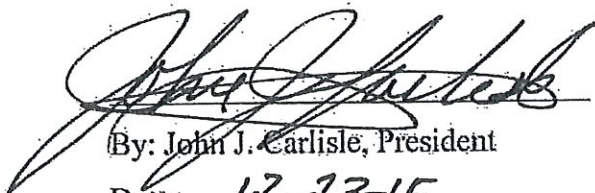
in the benefits of economic development. Each term of this Agreement shall be liberally construed so as to permit maximum advantage to the parties allowed by Ohio Revised Code Section 709.192.

4.15 Entire Agreement. This Agreement and the JEDD Contract represents the only and entire agreement between the City and Township regarding the Etna-Reynoldsburg Joint Economic Development District – 1. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

(End of Article IV)

IN WITNESS THEREOF, ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG
HAVE CAUSED THIS ANNEXATION AGREEMENT TO BE EXECUTED BY THEIR
DULY AUTHORIZED REPRESENTATIVES AS OF THE DATE HEREINBEFORE
WRITTEN:

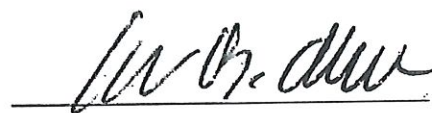
ETNA TOWNSHIP BOARD OF TRUSTEES


By: John J. Carlisle, President

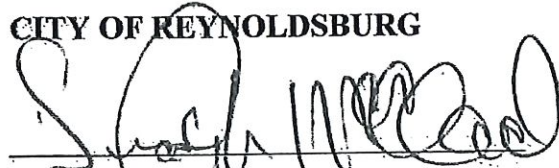
Date: 12-23-15

Resolution No. 15-12-22-01

APPROVED AS TO FORM:


John B. Albers II, Esq.
Attorney for Township

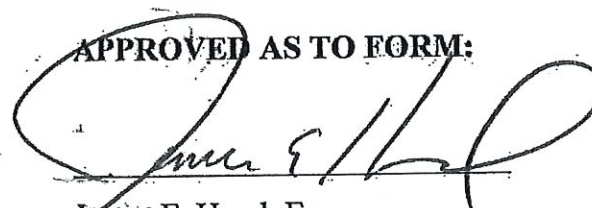
CITY OF REYNOLDSBURG


By: Bradley L. McCloud, Mayor

Date: 12/21/15

Ordinance No. _____

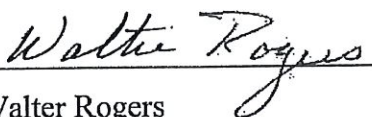
APPROVED AS TO FORM:


James E. Hood, Esq.
City Attorney

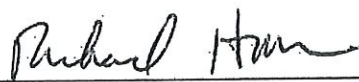
Attachment: Second Half of Exhibit A to JEDD 1 Amendment No 2 (80-19 : Amendment #2 113-15 JEDD 1)

FISCAL OFFICERS' CERTIFICATIONS

The undersigned Fiscal Officer of Etna Township, Licking County Ohio hereby certifies that the moneys required to meet the obligations of the Township during the calendar year 2015 under the foregoing Annexation Agreement, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.


By: Walter Rogers
Etna Township Fiscal Officer

The undersigned Fiscal Officer of the City of Reynoldsburg, Franklin, Licking, Fairfield Counties, Ohio hereby certifies that the moneys required to meet the obligations of the City, during the calendar year 2015 under the foregoing Annexation Agreement, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.


By: Richard Harris
Reynoldsburg City Auditor



**JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT
AND AGREEMENT PURSUANT TO OHIO REVISED CODE SECTION 709.192**

(JEDD 1 CONTRACT)

AMENDMENT NO. 1

BY AND BETWEEN

CITY OF REYNOLDSBURG

(FRANKLIN, LICKING AND FAIRFIELD COUNTIES), OHIO

AND

ETNA TOWNSHIP (LICKING COUNTY), OHIO

Dated as of

August 21, 2018

Attachment: Exhibit B to JEDD 1 Amendment No 2 (80-19 : Amendment #2 113-15 JEDD 1)

**JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT, AMENDMENT NO. 1,
(JEDD 1 CONTRACT)**

This Joint Economic Development District Contract, Amendment No. 1, entered into pursuant to Ohio Revised Code 715.72, et seq., (the "Amended Contract No. 1") dated as of August 21, 2018, is entered into by and between the City of Reynoldsburg, Ohio ("City"), a municipal corporation and political subdivision organized and existing pursuant to the Constitution and the laws of the State of Ohio, and Etna Township (Licking County), Ohio ("Township" and together with the City, the "Contracting Parties"), a township and political subdivision organized and existing under the laws of the State of Ohio.

WITNESSETH:

WHEREAS, the Contracting Parties entered into a Joint Economic Development District Contract on or about December 23, 2015 (the "Original Contract"); and

WHEREAS, the Contracting Parties now desire to amend said Contract to increase the income tax rate to two (2%) percent.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Amended Contract No. 1, the City and Township agree and bind themselves, their agents, employees, and successors as follows:

1. Pursuant to Section 4.11 Amendments of said Original Contract, the Parties hereby agree to amend said Contract by deleting only the first paragraph of Section 4.1 JEDD Income Tax Agreement, and replacing it with the following:

Section 4.1- JEDD Income Tax Agreement

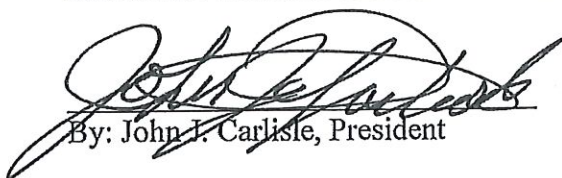
The Board at its first meeting shall adopt a resolution to levy an income tax at a rate of two percent (2 %) in the District in accordance with Section 715.74 of the Revised Code based on the income of persons working within the District and on the net profits of businesses located within the District ("JEDD Income"). The income tax shall go into

effect immediately upon adoption of that resolution. The rate of the income tax shall remain two percent (2 %) and shall not change to equal the highest rate of the income tax levied by the City, or some rate in excess of two percent (2 %), but less than said highest rate, unless hereafter authorized by a duly approved and executed Resolution adopted by the Township Board of Trustees. Said income tax rate shall never decrease below said rate of two percent (2 %). The revenues of that income tax shall be used for the purposes of the District and the Contracting Parties pursuant to this Contract.

2. All other terms and conditions of the Original Contract shall remain in full force and effect.
3. This Amendment No. 1 shall become effective immediately on the date of approval by the last party to approve the same.

IN WITNESS THEREOF, ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG HAVE CAUSED THIS AMENDED CONTRACT NO. 1 TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES AS OF THE DATE HEREINBEFORE WRITTEN:

ETNA TOWNSHIP BOARD OF TRUSTEES

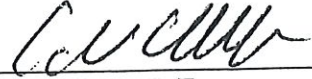

By: John J. Carlisle, President

Date: 8-21-18

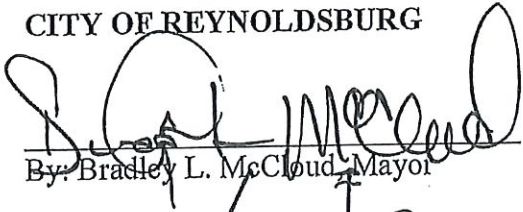
Resolution No. 1808-2103

Attachment: Exhibit B to JEDD 1 Amendment No 2 (80-19 : Amendment #2 113-15 JEDD 1)

APPROVED AS TO FORM:

John B. Albers II, Esq.
Attorney for Township

CITY OF REYNOLDSBURG


By: Bradley L. McCloud, Mayor

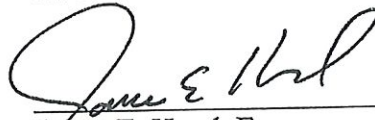
Date:

9/28/18

Ordinance No.

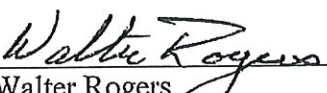
89-18

APPROVED AS TO FORM:

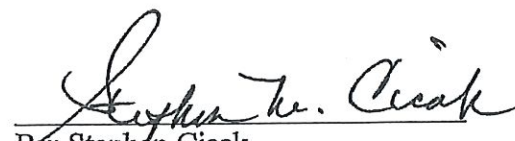
James E. Hood, Esq.
City Attorney

FISCAL OFFICER CERTIFICATE

The undersigned Fiscal Officer of Etna Township, Licking County Ohio hereby certifies that the moneys required to meet the obligations of the Township during the calendar year 2018 under the foregoing Joint Economic Development District Contract, Amendment No. 1, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.


By: Walter Rogers
Etna Township Fiscal Officer

The undersigned Fiscal Officer of the City of Reynoldsburg, Franklin, Licking, Fairfield Counties, Ohio hereby certifies that the moneys required to meet the obligations of the City, during the calendar year 2018 under the foregoing Joint Economic Development District Contract, Amendment No. 1, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.


By: Stephen Cicak
Reynoldsburg City Auditor

Attachment: Exhibit B to JEDD 1 Amendment No 2 (80-19 : Amendment #2 113-15 JEDD 1)

DEVELOPMENT AND COMPENSATION AGREEMENT

This Development and Compensation Agreement (this “Agreement”) is made and entered into effective the ____ day of _____, 2019, by and among the City of Reynoldsburg (the “City”), a political subdivision of the State of Ohio; Etna Township, Licking County, a political subdivision of the State of Ohio, through its Board of Trustees (the “Township”); Licking County, a political subdivision of the State of Ohio, through its Board of County Commissioners (the “County”); and TPA Group, LLC, a Georgia limited liability company, its affiliates, successors, nominees and/or assigns (collectively, “TPA”).

WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code (“R.C.”) Section 3735.671, the County has entered into a Community Reinvestment Area Agreement with TPA (the “CRA Agreement,” substantially in the form attached hereto as Exhibit A), under which the County is providing a fifteen (15) year, 100% exemption for the assessed valuation of new structures at the Project Site (as defined in the CRA Agreement) and a ten (10) year, 100% exemption for remodeling of new structures at the Project Site; and

WHEREAS, pursuant to R.C. Section 715.72 et seq., the Township and the City have entered into a Joint Economic Development District Contract (collectively with all amendments, the “JEDD Contract”, attached hereto as Exhibit B), under which the Township and the City have agreed to share in the costs of improvements for an area that they designate as a joint economic development district (the “JEDD”) for the purpose of facilitating new or expanded growth for commercial or economic development in the state; and

WHEREAS, the Project Site represents approximately 95 acres of the total of JEDD acreage of approximately 230 acres; and

WHEREAS, the Township has passed a tax increment financing (“TIF”) resolution (with all amendments, the “TIF Resolution”, attached hereto as Exhibit C) declaring the increase in assessed value of the parcels of real property comprising the Project Site to be a public purpose and exempt from real property taxation; provided, however, that the exemption provided pursuant to the TIF Resolution shall not apply to the assessed value of any structures exempted under the CRA Agreement for the period and to the extent that the structures are exempt under the CRA Agreement; and

WHEREAS, the Board of Education of the Southwest Licking Local School District (the “School District”) has waived all applicable notice requirements in connection with the CRA Agreement and the TIF Resolution and has approved the CRA Agreement and the TIF Resolution and the real property tax exemptions provided for therein; and

WHEREAS, in connection with the School District’s waiver of all applicable notice requirements and its approval of the CRA Agreement and the TIF Resolution and the real property tax exemptions provided for therein, the City and the Township have entered into the JEDD Contract; and

WHEREAS, pursuant to R.C. Section 5709.82, the County, the Township and TPA are entering into this Agreement to provide for compensation for tax revenue foregone as a result of the exemptions set forth in the TIF Resolution and the CRA Agreement; and

WHEREAS, because compensation will be provided to the School District through the JEDD Contract, it is necessary to make the City a party to this Agreement; and

WHEREAS, the parties recognize that the exact legal and financing structure used by TPA in developing, equipping and operating the Project (as defined in the CRA Agreement) may include additional legal entities and may evolve prior to and during the development of the Project; and

NOW, THEREFORE, in consideration of the premises and covenants contained herein and the benefit to be derived by the parties from the execution hereof, the receipt and sufficiency of which are hereby acknowledged, the parties herein agree as follows:

1. Approval of Exemption Agreements and Future Good Faith Negotiation – The County hereby affirms its approval of the CRA Agreement, including the fifteen (15) year, 100% real property tax exemptions and the ten (10) year, 100% real property tax exemptions provided therein.

2. Establishment and Operation of JEDD and TIF

A. The City and the Township have entered into the JEDD Contract in accordance with R.C. 715.72 et seq.

B. The parties agree that the purpose of the JEDD Contract is to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State, the City, the Township and the JEDD. The City and Township further acknowledge that economic development incentives, such as property tax incentives and tax increment financing, and economic development investments, such as public infrastructure investments and arrangements to fully or partially reimburse developers or end users for certain public infrastructure investments, can play a critical role in competitively positioning the City and Township to attract jobs and economic growth.

C. The City and the Township shall cause the JEDD Board of Directors (the “JEDD Board”) at its first meeting to adopt a resolution to levy an income tax at a rate of two percent (2%) within the JEDD. The income tax shall be used for the purposes of the JEDD and for the purposes of the City and Township pursuant to the JEDD Contract and in accordance with this Agreement. The income tax is levied in the JEDD based on income earned by persons working in the JEDD and on the net profits of businesses located in the JEDD. The rate of the income tax shall remain two percent (2%) and shall not change to equal the highest rate of the income tax levied by the City, or some rate in excess of two percent (2%), but less than said high rate, unless hereafter authorized by a duly approved and executed resolution adopted by the Township Board

of Trustees. The income tax shall be administered, collected, enforced and distributed by the City.

D. From the revenue generated by the Project Site only, the City and the Township shall cause the JEDD income tax revenues less refunds (the “Gross Revenue”) to be distributed in accordance with this paragraph. The distributions described shall be made at least quarterly, no later than 30 days after the end of each calendar quarter, based on the Gross Revenues collected by the City and deposited into the established City JEDD Fund (the “JEDD Fund”) at the end of such calendar quarter. Within the JEDD Fund, the Gross Revenue shall be utilized to (1) pay the City an amount equal to, if any, the Southwest Licking Local School District Payment (“SWLLSD Payment”), described below, for distribution by the City to the School District within thirty (30) days of receipt by the City, (2) repay the City and Township the costs incurred to establish or defend the existence of the JEDD, if any, until paid in full, on a pro rata basis based on such costs, (3) pay the JEDD Board in an amount sufficient to pay the outstanding or expected expenses of the operations of the JEDD for that quarter in accordance with the budget and appropriations resolution (as amended from time to time) of the Board, and for the long term maintenance of the JEDD, in an amount not to exceed two percent (2%) of the Gross Revenue, and (4) pay the City an amount not to exceed three percent (3%) of the Gross Revenue to pay the City’s expenses to administer the JEDD income tax, provided, however, that the City (as administrator of the JEDD income tax) shall pay such reasonable and necessary out-of-pocket expenses for any increased costs payable to the Regional Income Tax Agency associated with the enforcement or collection of the income tax from the JEDD, upon approval of the City and the Township.

The SWLLSD Payment is an amount equal, for the period during which it is due pursuant to this paragraph, to 20% of the Gross Revenue. The SWLLSD Payment described herein shall be from revenue generated by this Project Site only and shall be due until the later of (i) the end of the fifth calendar year after the calendar year in which the cumulative sum of the SWLLSD Payments equals two million two-hundred fifty thousand dollars (\$2,250,000) for up to approximately 1,230,000 square feet of building space (+- 5%), irrespective of whether the square footage represents one or more buildings on the Project Site, or other project sites within the JEDD, or (ii) the end of the fifteenth calendar year after the first calendar year in which a new building at the Project Site that is larger than 100,000 square feet is first occupied by a tenant or end user. For the sake of clarity, with respect to letter (i) herein, the School District reserves the right to negotiate additional compensation from the Developer only for building space on the Project Site in excess of approximately 1,230,000 square feet (+- 5%).

The amount of Gross Revenue remaining following these payments (the “Net Revenue”) shall be distributed quarterly in the manner outlined in this paragraph. For the duration of the JEDD Contract, the Net Revenue shall be distributed as follows: (1) to the City, an amount equal to twenty percent (20%) of the Net Revenue; (2) to the Board Improvement Account (as defined in the JEDD Contract), an amount equal to twenty percent (10%) of the Net Revenue; (3) to the Career and Technology Centers of Licking County (“C-Tec”), an amount equal to five percent (5%) of the Net Revenue for the same term as the SWLLSD Payment; (4) to the County, an amount equal to fifteen percent (15%) of the Net Revenue for 30 years, and ten percent (10%) of the Net Revenue thereafter; (5) to the Licking County Transportation Improvement District (the

“TID”), an amount equal to five percent (5%) of the Net Revenue, provided, however, that such distribution shall be limited to the terms which are set forth in Section 4.2.2.5. of the JEDD Contract; and (6) to the Township, an amount equal to the Net Revenue minus the sum of the amount paid to the City, the Board Improvement Account, C-Tec, the County and the TID pursuant to this paragraph.

The City shall make provision in each annual appropriation measure for the payments from the JEDD Fund required by this Agreement.

E. TPA agrees to expend up to \$3,500,000 to construct or cause to be constructed, or contribute toward the construction of, public infrastructure improvements (as defined in R.C. Section 5709.40(A)(8)) that are within the JEDD, that are contiguous to the JEDD, or that benefit the JEDD. From the revenue generated by the Project Site only, the City, the Township and the County shall cause the JEDD Board and the Board of Trustees of the Township to negotiate in good faith with TPA and enter into an agreement or agreements that will directly or indirectly reimburse – including, but not limited to, through the issuance of bonds – TPA for all of the items of “costs of permanent improvements” set forth in R.C. Section 133.15(B) incurred directly or indirectly by TPA or its designees in accordance with this subsection 2.E (the “Costs”). TPA hereby agrees that the amount for which it will be reimbursed is limited to costs of public infrastructure improvements (as defined in R.C. Section 5709.40(A)(8)). The reimbursement shall be from a combination of JEDD income tax revenues deposited into the JEDD Improvements Account, TIF service payments and certain other amounts and shall take place in accordance with the following:

a. The Township agrees that the net TIF service payments (after a portion of the TIF service payments are paid to the School District and Licking County Joint Vocational School District as provided in the TIF Resolution) shall be deposited into the Etna/TPA Account (the “TIF Account”) of the Etna Township Public Improvement Tax Increment Equivalent Fund created in the TIF Resolution. The Township agrees that the net TIF service payments deposited into the TIF Account shall be used to reimburse TPA for its Costs associated with public infrastructure improvements (as defined in R.C. Section 5709.40(A)(8)) constructed by or on behalf of TPA that directly benefit the parcels comprising the JEDD until TPA is fully reimbursed for such Costs (subject to the limitations described below in Section 2(E)(b)), after which the TIF service payments shall be used by the Township for any lawful purpose.

b. The parties hereto agree that with respect to the amounts to be paid to TPA by the JEDD Board from amounts deposited into the Board Improvement Account pursuant to the funding requirements in Section 2.D above for distribution of JEDD income tax revenues (i.e., not including any additional amounts deposited into the Board Improvement Account by the Township or others) (the “Net BIA Deposit”), the reimbursement paid to TPA for each year by the JEDD Board shall be as follows: (i) through the end of the fifth calendar year after the first calendar year in which a new building at the Project Site that is larger than 500,000 square feet is first occupied by a tenant or end user – 95% of the amount of the Net BIA Deposit, (ii) for the next five calendar years – 75% of the amount of the Net BIA Deposit, and (iii) in all years thereafter until TPA is fully reimbursed under the agreement or agreements entered into under this Section – 50% of the amount of the Net BIA Deposit. TPA shall receive a reimbursement from

the Township of a sum equal to 60% of the amount deposited into the TIF Account until TPA is fully reimbursed under the agreement or agreements entered into under this Section. For the sake of clarity, the reimbursement set forth in this section applies to the total balance of the Net BIA Deposit and the TIF Account at the time that reimbursement is requested, and not solely to amounts paid into the Net BIA Deposit or received by the TIF Account in any one reimbursement year.

Except as provided in Section 2.E of this Agreement with respect to public infrastructure improvements made by TPA, the parties agree that the JEDD Board shall have discretion to determine the improvements that will be made from amounts deposited into the Board Improvement Account, provided that all such improvements must be made within the Township.

c. The specific terms associated with the reimbursement of TPA from TIF revenues and the Net BIA Deposit shall be memorialized in one or more infrastructure reimbursement agreements or other agreements with the Township and the JEDD Board. In addition, TPA, the City, the County and the Township shall cooperate with each other to secure other funding sources for the public infrastructure improvements constructed by or on behalf of TPA, including, but not limited to, 629 Grants, other State grants and State Infrastructure Bank financing.

F. The City and the Township agree that the JEDD Contract shall continue in existence for fifty (50) years, provided however, that if both parties agree in writing, the JEDD Contract may be terminated after twenty-five (25) years. Additionally, the JEDD Contract shall automatically renew for two (2) additional twenty five (25) year terms, unless the City or Township provides written notice of termination not later than two (2) years prior to the expiration of the original term or each additional term.

G. The JEDD Board shall consist of five members, one member representing the City, one member representing the Township, one member representing the owners of businesses located within the JEDD, one member representing the persons working within the JEDD, and one member selected by the other members to serve as chairperson of the Board.

H. The City and the Township agree not to remove any property from the JEDD without the prior written consent of TPA, its successors and/or assigns. In the event that territory is added to the JEDD, the City and the Township agree that the JEDD income tax revenues deposited into the Board Improvement Account with respect to the Project Site shall be segregated from the income tax revenues generated from the added property, and shall remain subject to reimbursement as described in Section 2(E)(b) hereof.

3. Compensation Payments

A. The Township agrees that the payments it will receive through the City pursuant to Section 2.D of this Agreement shall be the only compensation it is obligated to receive attributable to tax revenue foregone as a result of the CRA Agreement. The Township agrees not to seek additional payments from the County, the City or TPA in connection with the Project (as defined in the CRA Agreement), this Agreement, the CRA Agreement or the JEDD Contract;

provided, however, this section shall not prohibit TPA from making voluntary payments or voluntary in-kind contributions.

B. Pursuant to R.C. 5709.82(B)(1), the Township expressly consents to the amounts to be received by it under the terms of this Agreement, irrespective of the relationship of the amounts to be received under this Agreement to the tax revenue foregone by it under the CRA Agreement.

C. TPA agrees that if any portion of the Project Site or a business owner within the Project Site opts out of the JEDD, all sums for taxes previously abated pursuant to the CRA Agreement shall be paid with accrued interest to entities to whom such taxes would have been distributed in proportion to the amount of tax foregone. Further, any attempt by TPA to opt-out of the JEDD shall be grounds for the Township to terminate the JEDD Contract, at its discretion.

D. The Developer agrees to pay the Township, or the appropriate established fund, for the development of a Township park or other recreational or beneficial use by Etna Township, the amount of \$10,000.00 per year for a maximum of 50 years, commencing 12 months after the issuance of the first Certificate of Occupancy at the Project site. Alternatively, at the election of the Township, the Developer agrees to file a petition (the "Petition") pursuant to R.C. Chapter 349 to establish a New Community Authority (hereinafter "NCA") inclusive of the Project Site, which Petition would provide for such payment. Further, provided that the Township and Developer can agree upon additional terms acceptable to both, then such terms shall also be added to and provided for in the establishment of such NCA.

4. Cooperation by Property Owner

A. TPA agrees to support the establishment of the JEDD Contract and to refrain from using any resources in opposition to the establishment of the JEDD Contract.

B. TPA agrees to cooperate with the Township, the City and the JEDD Board in connection with the administration of the JEDD Contract, including the imposition of the JEDD income tax. TPA agrees to include one or more provisions in leases or purchase contracts executed for real property within the JEDD to make tenants and other assignees aware of the JEDD income tax and to prohibit lessees and assignees from challenging the validity of the JEDD Contract or the JEDD income tax. The parties acknowledge that TPA cannot restrict the political or legal rights of employees of its tenants and assignees.

5. Remedies – The parties agree that any of the parties to this Agreement may seek to have a default by any party hereto remedied through an action for monetary damages or an action for specific performance.

6. Miscellaneous

A. This Agreement and the benefits and obligations hereof may be assigned in whole or in part by TPA to any of its affiliates or to any future tenants in the JEDD or property owners in the JEDD. This Agreement and the benefits and obligations hereof are not transferable or

assignable, in whole or in part, by the County, the City or the Township without the express, written approval of all of the other parties to this Agreement, which approval shall not be unreasonably withheld.

B. The School District is an intended third-party beneficiary of this Agreement with respect to any payments to be made to the School District hereunder with a right to enforce such provisions.

C. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.

D. Except as noted below, the parties and their agents are prohibited from challenging, directly or indirectly, the validity of any of the following agreements and/or legislation or the tax exemptions granted therein (the "Key Agreements"): this Agreement; the JEDD Contract, including the JEDD income tax or any resolution authorizing the JEDD income tax; the TIF Resolution; the CRA Agreement; and any reimbursement agreement executed pursuant to Section 2.E of this Agreement. In that regard, the parties waive any defects in any proceedings related to the Key Agreements. If the validity of any of the Key Agreements is challenged by any entity or individual, whether private or public, the County, the City, the Township and TPA, with each bearing its own costs, shall advocate diligently and in good faith in support of the validity of the challenged agreement. The restrictions and requirements of this Section 6.D are not applicable to any party seeking to enforce its rights under one of the Key Agreements against a party that is in default of that Key Agreement, provided that the challenge must be reasonably related to the default.

E. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements, undertakings of every kind and nature between the parties with respect to the subject matter of this Agreement.

F. If any provision of this Agreement or the application of any such provision to any such person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect; and, if any provision of this Agreement is capable of two constructions one of which would render the provision invalid, then such provision shall have the meaning which renders it valid.

G. Any amendments to this Agreement must be in writing and be signed by all of the parties to this Agreement or their successors.

H. Any captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

I. Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any party to this Agreement shall be made in writing addressed as follows and sent by registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed:

If to the County, to:

President
Licking County Board of County Commissioners
20 South Second Street
Newark, OH 43055

With a copy to:
Assistant Prosecuting Attorney, Chief – Civil Division
Licking County Prosecutor
20 S. Second Street
Newark, OH 43055

If to the Township, to:
President
Etna Township Board of Trustees
P.O. Box 188
Etna, OH 43018-0188

With a copy to:
John Albers, Esq,
Albers and Albers
88 North Fifth Street
Columbus, OH 43215

If to the City, to:

Mayor
City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, OH 43068

With a copy to:

Development Director
City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, OH 43068

If to TPA, to:

Jeb Brees
Principal
TPA Group, LLC
1776 Peachtree Street NW, Suite 100
Atlanta, GA 30309

With a copy to:

Chris L. Connelly, Esq.
Taft Stettinius & Hollister LLP
65 E. State Street, Suite 1000
Columbus, OH 43215

or to any such other persons or addresses as may be specified by any party, from time to time, by prior written notification.

[Remainder of page intentionally left blank]

Attachment: TPA - DC Agreement (execution version) (80-19 : Amendment #2 113-15 JEDD 1)

Execution Copy

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of _____, 2019.

BOARD OF COUNTY COMMISSIONERS OF LICKING COUNTY, OHIO

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

Licking County, Ohio Prosecutor

ETNA TOWNSHIP BOARD OF TRUSTEES

By: _____

Print Name: _____

Title: _____

CITY OF REYNOLDSBURG, OHIO

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

City Attorney, Reynoldsburg, Ohio

TPA GROUP, LLC, a Georgia limited liability company

By: _____

Print Name: _____

Title: _____

Execution Copy

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this ____ day of _____, 2019, by _____, the _____ of the Board of County Commissioners of Licking County, Ohio, a political subdivision of the State of Ohio, on behalf of the political subdivision.

Notary Public

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this ____ day of _____, 2019, by _____, the _____ of the Etna Township Trustees, a political subdivision of the State of Ohio, on behalf of the political subdivision.

Notary Public

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this ____ day of _____, 2019, by _____, the _____ of the City of Reynoldsburg, Ohio, a political subdivision of the State of Ohio, on behalf of the political subdivision.

Notary Public

Attachment: TPA - DC Agreement (execution version) (80-19 : Amendment #2 113-15 JEDD 1)

Execution Copy

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this ____ day of _____, _____, by _____, the _____ of TPA Group, LLC, a Georgia limited liability company, on behalf of the limited liability company.

 Notary Public

Attachment: TPA - DC Agreement (execution version) (80-19 : Amendment #2 113-15 JEDD 1)

Exhibit A to DC Agreement**Form of CRA Agreement**

This Community Reinvestment Area Agreement (this “Agreement”) made and entered into by and between Licking County, Ohio, a political subdivision of the State of Ohio (the “State”), through its Board of County Commissioners (the “County”); and TPA Group, LLC, a Georgia limited liability company, with its main offices located at 1776 Peachtree Street, NW, Suite 100, Atlanta, GA 30309, its affiliates, successors, nominees and/or assigns (collectively, the “Company”),

WITNESSETH:

WHEREAS, the County desires to pursue all reasonable and legitimate incentive measures to assist, encourage and stimulate development in specific areas of the County that have not enjoyed sufficient reinvestment from remodeling or new construction; and

WHEREAS, the County, by Resolution No. 31-158A, adopted by the Board of County Commissioners of the County on June 15, 2000 (the “Resolution”), designated the area specified in the Resolution as the Etna Township #1 Community Reinvestment Area (the “CRA”) pursuant to Ohio Revised Code (“R.C.”) Sections 3735.65 through 3735.70 (the “CRA Act”), and authorized real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, in accordance with R.C. Section 3735.66, the Ohio Director of Development has forwarded to the County the Director’s determination, dated July 10, 2000, that the findings contained in the Resolution are valid, and that the CRA qualifies as a community reinvestment area under the CRA Act; and

WHEREAS, the Company has acquired or intends to acquire or cause to be acquired the real property contained within the County and the CRA described in Exhibit A attached hereto (the “Project Site”); and

WHEREAS, the Company has submitted to the County an application for a community reinvestment area agreement (the “Application”); and

WHEREAS, the Company proposes to establish at the Project Site a master plan-based industrial park by construction of new buildings with, cumulatively, approximately 1,200,000 square feet of industrial facility space, to be used primarily for distribution/logistics, manufacturing, e-commerce and/or professional office space, together with related site improvements, all as more particularly described in the Application (collectively, the “Project”) (each individual building within the Project, with its related site improvements, may be referred to hereinafter from time to time as a “Building”), provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, the Company does not anticipate that it will equip or occupy Buildings or hire employees at the Project Site; rather, the Company intends to transfer any combination of Buildings, parts thereof or portions of the Project Site to one or more transferees by lease, sale and/or other means of transfer (the Company and such transferees other than by lease, together with any successors and assigns, collectively or singly, as the context requires, may be referred to hereinafter from time to time as an “Owner” or the “Owners”); each such transfer other than by lease may be made pursuant to a certain assignment and assumption agreement as described more fully in Section 17 hereof in order to bind each

Owner to and under this Agreement; and

WHEREAS, the Company has remitted with the Application the required state application fee of \$750.00, made payable to the Ohio Development Services Agency, to be forwarded with the executed Agreement, and has paid any applicable local fees; and

WHEREAS, pursuant to R.C. Section 3735.67(A) and in conformance with the format required under R.C. Section 3735.671(B), the County and the Company desire to formalize their agreement with respect to matters hereinafter contained; and

WHEREAS, the Project Site is located in the Southwest Licking Local School District (the "School District") and in the Licking County Joint Vocational School District, and the board of education of each such district has been notified of the proposed approval of this Agreement in accordance with R.C. Sections 3735.671 and 5709.83, or has waived such notice, and has been given a copy of the Application; and

WHEREAS, the Board of County Commissioners of the County, by Resolution No. _____, adopted _____, 2019, has approved the terms of this Agreement and authorized its execution on behalf of the County; and

WHEREAS, pursuant to R.C. Section 3735.671, the Board of Education of the School District has (i) approved the terms of this Agreement contingent upon the execution of a Development and Compensation Agreement with the School District as a third-party beneficiary thereof, including the one hundred percent (100%) real property tax exemption for up to fifteen (15) years for new construction and for up to ten (10) years for remodeling; and (ii) waived its rights to receive the forty-five day and fourteen-day notices under R.C. Sections 3735.67 and 5709.83; and

WHEREAS, the parties recognize that the exact legal and financing structure used by the Owners in developing, equipping and operating the Project may include additional legal entities and may evolve prior to and during the operation of the Project;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the receipt and sufficiency of which are hereby acknowledged, the parties herein agree as follows:

1. Project. The Owners, their lessees and/or their successors or assigns shall make a good faith effort to complete the Project. The cost of the investments to be made in connection with the Project by the Owners, their lessees and/or their successors or assigns is estimated as (i) approximately \$50 million to \$60 million for construction of new buildings to contain, cumulatively, approximately 1,200,000 square feet of space; (ii) approximately \$20 million to \$25 million for tenant improvements; (iii) approximately \$5 million to \$8 million for acquisition of machinery and equipment; (iv) approximately \$2 million to \$5 million for acquisition of furniture and fixtures; and (v) \$0 for acquisition of inventory at the Project Site. There are no existing buildings at the Project Site. The estimates provided in this Section are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement. The parties recognize that the costs associated with the Project may increase or decrease significantly. The parties also recognize that costs do not necessarily equal otherwise taxable value.

2. Values of Personal Property. The value for Ohio personal property tax purposes of the personal property of the Company, including, but not limited to, machinery, equipment, furniture, and fixtures, located at another location in Ohio prior to the execution of this Agreement and relocated or to

be relocated from that location to the Project Site, is \$0. The value for Ohio personal property tax purposes of the personal property of the Company, including, but not limited to, machinery, equipment, furniture, and fixtures, at the Project Site prior to the execution of this Agreement is \$0. The average value for Ohio personal property tax purposes of the inventory of the Company held at another location in Ohio prior to the execution of this Agreement and to be relocated from that location to the Project Site is \$0. The average value for Ohio personal property tax purposes of the inventory of the Company at the Project Site prior to the execution of this Agreement is \$0.

3. Project Schedule. The scheduled estimated starting month for the Project investments to made in building, machinery, equipment, furniture, fixtures and/or inventory is approximately 2019; and the scheduled estimated completion month for such investments is no later than approximately December 2020. Unless this Agreement is amended to provide otherwise, for purposes of this Agreement, the Project shall be considered complete in the month (the "Completion Month") that is the earliest of (i) December 2025, (ii) twelve (12) months after the completion of a Building that increases the total footprint area (measured by determining the square foot area of the ground floor of each Building on the Project Site; hereinafter, the "Total Footprint Area") to greater than or equal to 700,000 square feet, or (iii) twelve (12) months after the completion of a Building that increases the Total Footprint Area to more than 90% of the maximum Total Footprint Area, as that maximum Total Footprint Area is set forth in applicable zoning regulations. The estimates provided in this Section are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement, other than as those tax exemptions are limited in Section 6 of this Agreement.

4. Employee Positions. The Owners shall use their good faith and commercially reasonable efforts to cause and/or facilitate the creation at the Project Site of, cumulatively, (i) approximately 500 to 800 full-time permanent employee positions with a total annual payroll of approximately \$22,500,000 to \$36,000,000, (ii) 0 full-time temporary employee positions, (iii) 0 part-time permanent employee positions and (iv) 0 part-time temporary employee positions. Hiring of such employees is estimated to commence in approximately 2020-2021 and to continue incrementally over the succeeding three to five years, with approximately 100 to 200 employees, cumulatively, to be added each year. Currently, the Owners have no employees at the Project Site. The approximate number of employee positions of the Company in Ohio at locations other than the Project Site as of the date of execution of this Agreement is 0 full-time permanent employee positions, 0 part-time permanent employee positions, 0 full-time temporary employee positions, and 0 part-time temporary employee positions. The estimates provided in this Section 4 are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement. The parties recognize that the employment and payroll estimates associated with the Project may increase or decrease. The parties also recognize that it is anticipated that all employees at the Project Site will be hired by Owners other than the Company, or by lessees of Owners.

5. Provision of Information. Each Owner shall provide to the proper tax incentive review council (the "Council") any information reasonably required by the Council to evaluate the compliance of such Owner with the Agreement, including returns or annual reports of such Owner filed pursuant to R.C. Section 5711.02 if requested by the Council.

6. Real Property Tax Exemption. The County hereby grants a fifteen (15) year, 100% real property tax exemption pursuant to R.C. Section 3735.67 for the assessed value of each Building constructed at the Project Site. For each Building constructed at the Project Site, the County further grants a ten (10) year, 100% real property tax exemption for the increase in assessed value associated with remodeling that occurs within ten (10) years following the first issuance of a Certificate of Use and Occupancy by the Licking County Building Code Department for the Building for which the exemption is

sought. For each separately identifiable real property improvement, the exemption commences the first year such real property improvement would first be taxable were that property not hereby exempted from taxation. Unless subsequently extended by the County, no exemption shall commence after the earlier of (i) the tax year after the Completion Month, or (ii) tax year 2039 (i.e., tax lien date January 1, 2039). Unless subsequently extended by the County, no exemption shall extend beyond tax year 2053 (i.e., tax lien date January 1, 2053). Although exemption under this Agreement for any separately identifiable real property improvement lasts for only fifteen years at most, the real property exemption period for the Project as a whole may last more than fifteen years. The exemptions set forth in this Section shall apply irrespective of whether the real property is owned by an Owner, or, in accordance with Section 17 of this Agreement, Section 21 of this Agreement, or both Sections 17 and 21 of this Agreement, by another entity or other entities.

7. Application for Exemption. The Owners acknowledge that the tax exemption with respect to each real property improvement is subject to the filing of a real property tax exemption application with the Housing Officer designated by the County for the CRA, following the completion of construction of that real property improvement. The County agrees that (i) upon receipt of the real property tax exemption application, the Housing Officer shall verify and investigate the facts and circumstances necessary to determine whether the real property improvement is eligible for a tax exemption pursuant to this Agreement; and (ii) if the Housing Officer determines that the real property improvement is eligible for a tax exemption, the Housing Officer shall certify the tax exemption to the Licking County Auditor.

8. Waiver of Other Real Property Tax Exemptions. The Company, for itself and for any other Owner, hereby covenants that for the term of the exemptions set forth in Township Resolution No. 15-12-19-03, passed December 19, 2015 and the amendment to Resolution No. 15-12-19-03 contained in Resolution No. _____, passed _____, 2019 (collectively, the "TIF Resolution"), it waives the right to any other exemption from real property taxes for the Project Site, other than the exemptions provided by this CRA Agreement and the TIF Resolution.

9. Payment of Non-Exempt Taxes. Each Owner shall pay such real property taxes as are not exempted under this Agreement or otherwise exempted and are charged against such Owner's property and shall file all tax reports and returns as required by law in connection therewith. If an Owner fails to pay such taxes or file such returns and reports, and such failure is not corrected within thirty days of written notice thereof to such Owner, all exemptions from taxation granted under this Agreement with respect to property of such Owner are rescinded beginning with the year for which such unpaid taxes are charged or such unfiled reports or returns are required to be filed and thereafter; provided, however, to the extent permitted by law, the County may elect to reinstate such exemptions under terms acceptable to the County. Any such rescission, as provided in this Section, shall have no effect on exemptions from taxation granted under this Agreement with respect to property of Owners other than such defaulting Owner(s).

10. Cooperation of the County. The County shall perform such acts as are reasonably necessary or appropriate to approve, effect, claim, reserve, preserve and maintain the exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions. The County shall give its fullest cooperation in the development of the Project, including, but not limited to: (i) the review, processing and approval of all building or other permits, and (ii) all other activities related to the Project.

11. Revocation of CRA. If for any reason the County revokes or purports to revoke the designation of the CRA, entitlements granted under this Agreement shall continue for the number of years

specified in this Agreement, unless an Owner materially fails to fulfill its obligations under this Agreement and such failure is not corrected within thirty days of written notice thereof to such Owner, and consequently, the County terminates or modifies the exemptions from taxation granted in this Agreement with respect to property of such Owner from the date of the material failure and elects not to reinstate such exemptions. Any such termination or modification, as provided in this Section, shall have no effect on exemptions from taxation granted in this Agreement with respect to property of Owners other than such defaulting Owner(s).

12. Certification as to No Delinquent Taxes. The Company hereby certifies that at the time this Agreement is executed, (i) it does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio and does not owe delinquent taxes for which it is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Revised Code, or, if such delinquent taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, (ii) it has not filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., and (iii) no such petition has been filed against the Company. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.

13. Termination or Modification Upon Default. If an Owner materially fails to fulfill its obligations under this Agreement, other than with respect to the number of employee positions estimated to be created or retained under this Agreement and with respect to the total investment associated with the Project, and such failure is not corrected within thirty days of written notice thereof to such Owner, or if the County determines that the certification as to delinquent taxes required by this Agreement is fraudulent, the County may terminate or modify the exemptions from taxation granted under the Agreement with respect to property of the Owner which is in such default or has made such fraudulent certification, from the date of the material failure. Any such termination or modification, as provided in this Section, shall have no effect on exemptions from taxation granted under this Agreement with respect to property of Owners other than such defaulting Owner(s).

14. Approval by the County. The Owners and the County acknowledge that this Agreement must be approved by formal actions of the legislative authority of the County as a condition for this Agreement to take effect. This Agreement takes effect upon such approval. Because this Agreement was approved by Resolution No. _____ of the Board of County Commissioners of the County on _____, 2019, this Agreement shall be effective immediately upon its execution.

15. Non-Discriminatory Hiring. By executing this Agreement, the Owners are committing to following non-discriminating hiring practices, acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

16. Revocation of Exemptions. Exemptions from taxation granted under this Agreement shall be revoked with respect to an Owner if it is determined that such violating Owner, any successor enterprise to such violating Owner, or any related member of such violating Owner (as those terms are defined in division (E) of Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into the Agreement under Division (E) of Section 3735.671 or Section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections. Any such revocation, as provided in this Section, shall have no effect on exemptions from taxation granted under this Agreement with respect to property of Owners other than such violating Owner(s).

17. Transfer and/or Assignment; Release from Liability.

A. Except as provided below, this Agreement and the benefits and obligations thereof are

not transferable or assignable without the express, written approval of the County, which approval shall not be unreasonably withheld or delayed. The County hereby approves transfer and/or assignment of this Agreement, in whole or in part, and the benefits and obligations hereof to Permitted Transferees, subject only to compliance with the procedure stated below in this Section. "Permitted Transferee" as used herein means: (i) each person or entity, except the Company, which is a transferee by sale and/or other means of transfer of all or any part of a Building or the Project Site (such transferred property may be referred to hereinafter as the "Transferred Property"); (ii) any entity affiliated with the Company or any such Permitted Transferee as described in the preceding clause (i) (including but not limited to subsidiaries and/or affiliates); and/or (iii) successor entities to any such Permitted Transferee as described in the preceding clauses (i) and (ii) as a result of a consolidation, reorganization, acquisition or merger. Provided, however, that as a condition to the right to receive tax exemptions as set forth in this Agreement, each Permitted Transferee shall execute and deliver to the County an Assignment and Assumption Agreement (the "Assumption Agreement") in substantially one of the forms attached hereto as Exhibit B.1 and Exhibit B.2, wherein such Permitted Transferee (i) assumes all obligations of the Company under this Agreement with respect to the Transferred Property, and (ii) certifies to the validity, as to the Permitted Transferee, of the representations, warranties and covenants contained herein and in the Assumption Agreement. Upon the receipt by the County of such Assumption Agreement, as to the Transferred Property the Permitted Transferee shall have all entitlements and rights to tax exemptions, and obligations, as an "Owner" under this Agreement, in the same manner and with like effect as if the Permitted Transferee had been the original Owner and a signatory to this Agreement. The County agrees to execute each such Assumption Agreement and to deliver an original thereof to the Permitted Transferee.

B. As used herein, "Prior Owner" means, as of any point in time, any person or entity which shall have been, but is not then, the person or entity in control of the Project Site, or any portion thereof, as owner. Upon delivery to the County of the Assumption Agreement, each Prior Owner will be released from liability for any defaults occurring after the date of the change in ownership or control by which that Prior Owner became a Prior Owner, as such change is reflected in the Assumption Agreement.

18. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.

19. Severability; Construction; Headings. If any provision of this Agreement or the application of any such provision to any such person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect. If any provision of this Agreement is capable of two constructions one of which would render the provision valid, then such provision shall have the meaning which renders it valid. The captions and headings in this Agreement are for convenience only and in no way define, limit, prescribe or modify the meaning, scope or intent of any provisions hereof.

20. Validity. The Owners and the County covenant and agree that they are prohibited from challenging the validity of this Agreement or the CRA. In that regard, the Owners and the County waive any defects in any proceedings related to the CRA or this Agreement. If the validity of the CRA or this Agreement is challenged by any entity or individual, whether private or public, the Owners and the County shall advocate diligently and in good faith in support of the validity of the CRA and this Agreement.

21. Modifications. If, notwithstanding Section 17 of this Agreement, it becomes necessary to modify the terms of this Agreement to reflect the exact legal and financing structure used by the Owners

in developing, equipping and operating the Project, the Owners shall request an amendment to this Agreement, which the County shall not unreasonably reject or delay.

22. Notices. Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any party to this Agreement shall be made in writing addressed as follows and sent by (i) registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed, or (ii) by nationally recognized overnight delivery courier service, and shall be deemed delivered the next business day after acceptance by the courier service with instructions for next-business-day delivery:

If to the County, to:

President
Licking County Board of County Commissioners
20 South Second Street
Newark, OH 43055

With a copy to:

Director
Licking County Planning Commission
20 South Second Street
Newark, OH 43055

If to the Company, to:

Jeb Brees
Principal
TPA Group, LLC
1776 Peachtree Street NW, Suite 100
Atlanta, GA 30309

With a copy to:

Chris L. Connelly, Esq.
Taft Stettinius & Hollister LLP
65 E. State Street, Suite 1000
Columbus, OH 43215

or to any such other addresses as may be specified by any party, from time to time, by prior written notification.

23. R.C. Section 9.66 Covenants. Each of the Owners affirmatively covenants that it has made no false statements to the State or any local political subdivision in the process of obtaining approval of the CRA tax exemptions; and that it does not owe: (i) any delinquent taxes to the State or a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a State agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not. If any representative of any of the Owners has knowingly made a false statement to the State or any local political subdivision to obtain the CRA tax exemptions, such Owner shall be required to immediately return all benefits received by it under this Agreement pursuant to R.C. Section

9.66(C)(2) and such Owner shall be ineligible for any future economic development assistance from the State, any State agency or a political subdivision pursuant to R.C. Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to R.C. Section 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months. Any such requirement to return benefits under this Agreement, and/or ineligibility for future economic development assistance, as provided in this Section, shall have no applicability to nor effect on Owners other than such violating Owner(s).

24. Annual Fee. The Company, on behalf of all of the Owners, shall pay an annual fee equal to \$2,500. The fee shall be paid by the Company to the County once per year, on or after July 1st of each year this Agreement is in effect, within thirty (30) days of receipt of an invoice from the County. This fee shall be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with R.C. Section 3735.672 and by the Council created under R.C. Section 5709.85 exclusively for the purposes of performing the duties prescribed under that Section.

25. Termination. This Agreement shall be in full force and effect until December 31 of the last tax year in which exemptions can be claimed pursuant to Section 6 of this Agreement, after which this Agreement and the obligations of all parties hereto shall terminate.

26. Valuation Challenges. The Company, on behalf of itself and all of the Owners, hereby agrees that the Company and any other Owner shall not initiate proceedings pursuant to R.C. Section 5715.19 for any tax years in which the land or building is subject to exemption under this Agreement absent any of the conditions set forth in R.C. Section 5715.19(A)(2) that would permit a second filing within a single interim period or, if as a result of a clerical error or other circumstance beyond the control of the Company, the value of any portion of the Project site is materially misstated for non-market reasons in the reasonable opinion of the Company or other Owner, in which case the Company or other Owner shall provide the School District with sufficient notice prior to the initiation of such proceedings to allow the School District to participate in the proceedings.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of _____, 2019.

BOARD OF COUNTY COMMISSIONERS OF LICKING COUNTY, OHIO

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

Licking County, Ohio Prosecutor

TPA GROUP, LLC, a Georgia limited liability company

By: _____

Print Name: _____

Title: _____

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this ____ day of _____, _____, by _____, the _____ of the Board of County Commissioners of Licking County, Ohio, a political subdivision of the State of Ohio, on behalf of the political subdivision.

Notary Public

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this ____ day of _____, _____, by _____, the _____ of TPA Group, LLC, a Georgia limited liability company, on behalf of the limited liability company.

Notary Public

[Note: A copy of this Agreement must be forwarded to the Ohio Development Services Agency by the County within fifteen (15) days of execution.]

Attachment: TPA - DC Agreement (execution version) (80-19 : Amendment #2 113-15 JEDD 1)

APPROVAL OF BOARD OF EDUCATION

The Board of Education of the Southwest Licking Local School District approves this Community Reinvestment Area Agreement.

**BOARD OF EDUCATION OF THE
SOUTHWEST LICKING LOCAL SCHOOL DISTRICT**

By: _____

Print Name: _____

Title: _____

Date: _____

Attachment: TPA - DC Agreement (execution version) (80-19 : Amendment #2 113-15 JEDD 1)

EXHIBIT A
TO FORM OF COMMUNITY REINVESTMENT AREA AGREEMENT

Map and Description of Project Site

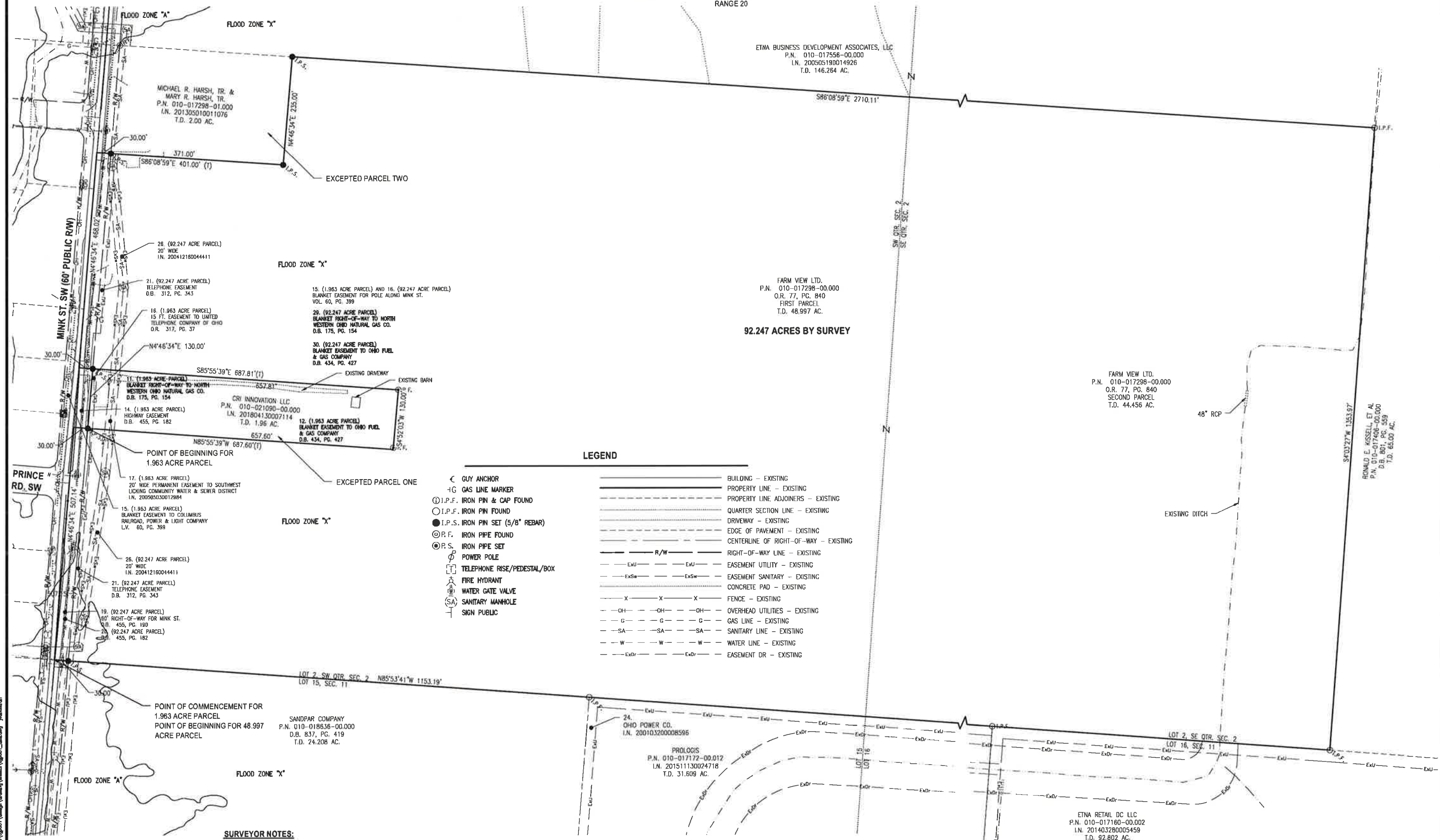
The Project Site is the real estate situated in the County of Licking and State of Ohio consisting of the tax year 2018 parcel number(s) listed below (and including any subsequent combinations and/or subdivisions of the current parcel numbers), depicted on the map and described on the legal description attached hereto:

010-017298-00.000

010-021090-00.000

Attachment: TPA - DC Agreement (execution version) (80-19 : Amendment #2 113-15 JEDD 1)

SITUATED IN THE STATE OF OHIO, COUNTY OF LICKING, TOWNSHIP
OF ETNA, AND BEING A PART OF LOT 2, SECTION 2, TOWNSHIP 16,
RANGE 20



92.247 ACRES BY SURVEY

LEGEND

⊙ I.P.F. IRON PIN & CAP FOUND	— BUILDING — EXISTING
⊙ I.P.F. IRON PIN FOUND	— PROPERTY LINE — EXISTING
⊙ I.P.S. IRON PIN SET (5/8" REBAR)	— PROPERTY LINE ADJOINERS — EXISTING
⊙ P.F. IRON PIPE FOUND	— QUARTER SECTION LINE — EXISTING
⊙ P.S. IRON PIPE SET	— DRIVEWAY — EXISTING
⊙ POWER POLE	— EDGE OF PAVEMENT — EXISTING
⊙ TELEPHONE RISE/PEDESTAL/BOX	— CENTERLINE OF RIGHT-OF-WAY — EXISTING
⊙ FIRE HYDRANT	— RIGHT-OF-WAY LINE — EXISTING
⊙ WATER GATE VALVE	— EASEMENT UTILITY — EXISTING
⊙ SANITARY MANHOLE	— EASEMENT SANITARY — EXISTING
⊙ SIGN PUBLIC	— CONCRETE PAD — EXISTING
	— FENCE — EXISTING
	— OVERHEAD UTILITIES — EXISTING
	— GAS LINE — EXISTING
	— SANITARY LINE — EXISTING
	— WATER LINE — EXISTING
	— EASEMENT DR — EXISTING

SURVEYOR NOTES:

THE LOCATIONS OF UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON ABOVE GROUND STRUCTURES AND RECORD DRAWINGS PROVIDED TO THE SURVEYOR. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES/STRUCTURES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES.

DATE OF FIELD WORK: 2/15/19
EVERY DOCUMENT OF RECORD REVIEWED AND CONSIDERED AS A PART OF THIS SURVEY IS NOTED HEREON.

SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY. NO STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS TRACT.

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREIN ARE BASED ON OHIO STATE PLANE COORDINATE SYSTEM, SOUTH SYSTEM, NAD83, GEOID12A.

NOTES:

THERE HAS BEEN NO CURRENT EARTHWORK, BUILDING CONSTRUCTION OR BUILDING ADDITION AT DATE OF SURVEY. THERE IS NO EVIDENCE OF A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL ON SURVEYED SITE.

CURRENT ZONING: M-1 (LIGHT MANUFACTURING)
SETBACKS:
FRONT = 50 FOOT
SIDE = 30 FOOT
REAR = 25 FOOT

FIRM COMMUNITY PANEL No.: 39089C0426J,
39089C0427J AND 39089C0430J
FLOOD ZONE: 'X' & 'A'
EFFECTIVE DATE: 05/02/2007

HULL
Environment / Energy / Infrastructure

FARM VIEW LTD
ETNA TOWNSHIP, LICKING COUNTY, OHIO
ALT/NSPS LAND TITLE SURVEY

JOB NUMBER:
TGP001

1 OF 2

JEREMY L. VAN OSTRAN, PS 8283

EXHIBIT B.1
TO FORM OF COMMUNITY REINVESTMENT AREA AGREEMENT

[Form of Assumption Agreement – Initial Assignment Intra-Affiliated Group or to Third Party]

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (the “Agreement”) is made and entered into by and between Licking County, Ohio, a political subdivision of the State of Ohio, through its Board of County Commissioners (the “County”); _____, a _____ (the “Company”) and _____, a _____ (the “Successor”). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Community Reinvestment Area Agreement between TPA Group, LLC (“TPA”) and the County, made effective _____ (the “CRA Agreement,”) a copy of which is attached hereto as Exhibit A and incorporated herein.

WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code (“R.C.”) Sections 3735.65 through 3735.70 (the “CRA Act”), the County, by Resolution No. 87-162A, adopted by the Board of County Commissioners of the County on October 16, 2016 (the “Resolution”), designated the area specified in the Resolution as the Etna Township #3 Community Reinvestment Area (the “CRA”) and authorized real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, the Board of County Commissioners of the County, by Resolution No. _____, adopted _____, approved the terms of the CRA Agreement and authorized its execution by the County; and

WHEREAS, on _____, TPA and the County entered into the CRA Agreement, concerning the development of a master plan-based industrial park by construction of new buildings with related site improvements, at the Project Site as defined in the CRA Agreement (as particularly described in Exhibit A to the CRA Agreement); and

WHEREAS, by virtue of that certain _____ dated as of _____, 20__ (the “Transfer Instrument”), a copy of which is attached hereto as Exhibit B and incorporated herein, the Successor has succeeded on _____, 20__ (the “Transfer Date”) to the interest of the Company (or a successor to the Company) in all or part of the Project Site or a Building at the Project Site (such transferred property may be referred to hereinafter as the “Transferred Property”); the Transferred Property acquired by the Successor is identified in the Transfer Instrument; and

WHEREAS, the Successor wishes to obtain the benefits of the CRA Agreement with respect to the Transferred Property, and, as agreed in the CRA Agreement, the County is willing to make these benefits available to the Successor on the terms set forth in the CRA Agreement.

WHEREAS, this Agreement is being made in accordance with Section 17 of the CRA Agreement;

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the CRA Agreement, and the benefit to be derived by the Successor from the execution

Attachment: TPA - DC Agreement (execution version) (80-19 : Amendment #2 113-15 JEDD 1)

hereof, the parties hereto agree as follows:

1. From and after the Transfer Date, the Company hereby assigns (a) all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property, and (a) all of the benefits of the CRA Agreement with respect to the Transferred Property. From and after the Transfer Date, the Successor hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property; and (ii) certifies to the validity, as to the Successor as of the date of this Agreement, of the representations, warranties and covenants made by the Owners that are contained in the CRA Agreement. Such obligations, agreements, covenants, restrictions, and warranties include, but are not limited to, those contained in the following Sections of the CRA Agreement: Section 5 ("Provision of Information"), Section 9 ("Payment of Non-Exempt Taxes"), Section 12 ("Certification as to No Delinquent Taxes"), and Section 23 ("R.C. Section 9.66 Covenants").

3. The County acknowledges through the Transfer Date, that the CRA Agreement is in full force and effect, and hereby waives any and all failures by the Company, TPA, any Occupant, or anyone else with regard to compliance with the obligations of the CRA Agreement and the Transferred Property through the Transfer Date.

3. The Successor further certifies that, as of the date it is executing this Agreement and as of the Transfer Date, as required by R.C. Section 3735.671(E), (i) the Successor is not a party to a prior agreement granting an exemption from taxation for a structure in Ohio, at which structure the Successor has discontinued operations prior to the expiration of the term of that prior agreement and within the five years immediately prior to the date of this Agreement, (ii) nor is Successor a "successor" to, nor "related member" of, a party as described in the foregoing clause (i). As used in this paragraph, the terms "successor" and "related member" have the meaning as prescribed in R.C. Section 3735.671(E).

4. The County agrees that, from and after the Transfer Date, with respect to the Transferred Property the Successor has and shall have all entitlements and rights to tax exemptions, and obligations, as an "Owner" under the CRA Agreement, in the same manner and with like effect as if the Successor had been an original signatory to the CRA Agreement.

5. The parties acknowledge and agree that from and after the Transfer Date, to the extent provided by Section 17(B) of the CRA Agreement, the Company and TPA are released from any and all liability under the CRA Agreement with respect to the Transferred Property

6. Notices to the Successor with respect to the CRA Agreement shall be given as stated in Section 22 thereof, addressed as follows:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of _____, 20__.

BOARD OF COUNTY COMMISSIONERS OF LICKING COUNTY, OHIO

Attachment: TPA - DC Agreement (execution version) (80-19 : Amendment #2 113-15 JEDD 1)

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

Licking County, Ohio Prosecutor

COMPANY

_____, a _____

By: _____

Print Name: _____

Title: _____

SUCCESSOR

_____, a _____

By: _____

Print Name: _____

Title: _____

EXHIBIT A
TO ASSUMPTION AGREEMENT

Copy of CRA Agreement

(attached hereto)

EXHIBIT B
TO ASSUMPTION AGREEMENT

Copy of Instrument Conveying the Transferred Property

(attached hereto)

Attachment: TPA - DC Agreement (execution version) (80-19 : Amendment #2 113-15 JEDD 1)

EXHIBIT B.2
TO FORM OF COMMUNITY REINVESTMENT AREA AGREEMENT

[Form of Assumption Agreement – Third Party]

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (the “Agreement”) is made and entered into by and between Licking County, Ohio, a political subdivision of the State of Ohio, through its Board of County Commissioners (the “County”); _____, a _____ (the “Company”) and _____, a _____ (the “Successor”). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Community Reinvestment Area Agreement between TPA Group, LLC, an Ohio limited liability company (“TPA”), predecessor-in-interest to the Company, and the County, made effective _____ (the “CRA Agreement,”) a copy of which is attached hereto as Exhibit A and incorporated herein.

WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code (“R.C.”) Sections 3735.65 through 3735.70 (the “CRA Act”), the County, by Resolution No. 87-162A, adopted by the Board of County Commissioners of the County on October 16, 2016 (the “Resolution”), designated the area specified in the Resolution as the Etna Township #1 Community Reinvestment Area (the “CRA”) and authorized real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, the Board of County Commissioners of the County, by Resolution No. _____, adopted _____, approved the terms of the CRA Agreement and authorized its execution by the County; and

WHEREAS, on _____, TPA and the County entered into the CRA Agreement, concerning the development of a master plan-based industrial park by construction of new buildings with related site improvements, at the Project Site as defined in the CRA Agreement (as particularly described in Exhibit A to the CRA Agreement); and

WHEREAS, by virtue of that certain _____ dated as of _____, 20__, the Company succeeded on _____, 20__ to the interest of TPA in and to that certain portion of the Project Site hereinafter defined as the Transferred Property; and

WHEREAS, by virtue of that certain Partial Assignment and Assumption Agreement dated as of _____, 20__ (the “Initial Assignment”), a copy of which is attached hereto as Exhibit B and incorporated herein, the Company succeeded on the Transfer Date to the interest of TPA in and to the CRA Agreement with respect to the Transferred Property; and

WHEREAS, by virtue of that certain _____ dated as of _____, 20__ (the “Transfer Instrument”), a copy of which is attached hereto as Exhibit C and incorporated herein, the Successor has succeeded on _____, 20__ (the “Transfer Date”) to the interest of the Company (or a successor to the Company) in all or part of the Project Site or a Building at the Project Site (such transferred property may be referred to hereinafter as the “Transferred Property”); the Transferred Property acquired by the Successor is identified in the Transfer Instrument; and

WHEREAS, the Successor wishes to obtain the benefits of the CRA Agreement with respect to

Attachment: TPA - DC Agreement (execution version) (80-19 : Amendment #2 113-15 JEDD 1)

the Transferred Property, and, as agreed in the CRA Agreement, the County is willing to make these benefits available to the Successor on the terms set forth in the CRA Agreement; and

WHEREAS, this Agreement is being made in accordance with Section 17 of the CRA Agreement;

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the CRA Agreement, and the benefit to be derived by the Successor from the execution hereof, the parties hereto agree as follows:

1. From and after the Transfer Date, the Company hereby assigns (a) all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property, and (a) all of the benefits of the CRA Agreement with respect to the Transferred Property. From and after the Transfer Date, the Successor hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property; and (ii) certifies to the validity, as to the Successor as of the date of this Agreement, of the representations, warranties and covenants made by the Owners that are contained in the CRA Agreement. Such obligations, agreements, covenants, restrictions, and warranties include, but are not limited to, those contained in the following Sections of the CRA Agreement: Section 5 ("Provision of Information"), Section 9 ("Payment of Non-Exempt Taxes"), Section 12 ("Certification as to No Delinquent Taxes"), and Section 23 ("R.C. Section 9.66 Covenants").

2. The County acknowledges through the Transfer Date, that the CRA Agreement is in full force and effect, and hereby waives any and all failures by the Company, TPA, any Occupant, or anyone else with regard to compliance with the obligations of the CRA Agreement and the Transferred Property through the Transfer Date.

3. The Successor further certifies that, as of the date it is executing this Agreement and as of the Transfer Date, as required by R.C. Section 3735.671(E), (i) the Successor is not a party to a prior agreement granting an exemption from taxation for a structure in Ohio, at which structure the Successor has discontinued operations prior to the expiration of the term of that prior agreement and within the five years immediately prior to the date of this Agreement, (ii) nor is Successor a "successor" to, nor "related member" of, a party as described in the foregoing clause (i). As used in this paragraph, the terms "successor" and "related member" have the meaning as prescribed in R.C. Section 3735.671(E).

4. The County agrees that, from and after the Transfer Date, with respect to the Transferred Property the Successor has and shall have all entitlements and rights to tax exemptions, and obligations, as an "Owner" under the CRA Agreement, in the same manner and with like effect as if the Successor had been an original signatory to the CRA Agreement.

5. The parties acknowledge and agree that from and after the Transfer Date, to the extent provided by Section 17(B) of the CRA Agreement, the Company and TPA are released from any and all liability under the CRA Agreement with respect to the Transferred Property.

6. Notices to the Successor with respect to the CRA Agreement shall be given as stated in Section 22 thereof, addressed as follows:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of _____, 20__.

BOARD OF COUNTY COMMISSIONERS OF LICKING COUNTY, OHIO

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

Licking County, Ohio Prosecutor

COMPANY

_____, a _____

By: _____

Print Name: _____

Title: _____

SUCCESSOR

_____, a _____

By: _____

Print Name: _____

Title: _____

EXHIBIT A
TO ASSUMPTION AGREEMENT

Copy of CRA Agreement

(attached hereto)

EXHIBIT B
TO ASSUMPTION AGREEMENT

Copy of the Initial Assignment

(attached hereto)

EXHIBIT C
TO ASSUMPTION AGREEMENT

Copy of Instrument Conveying the Transferred Property

(attached hereto)

Attachment: TPA - DC Agreement (execution version) (80-19 : Amendment #2 113-15 JEDD 1)

*Execution Copy***Exhibit B to DC Agreement****Form of JEDD Contract****JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT (JEDD 1)****AMENDMENT NO. 2****BY AND BETWEEN****CITY OF REYNOLDSBURG****(FRANKLIN, LICKING AND FAIRFIELD COUNTIES), OHIO****AND****ETNA TOWNSHIP (LICKING COUNTY), OHIO****Dated as of****_____, 2019****Attachment: TPA - DC Agreement (execution version) (80-19 : Amendment #2 113-15 JEDD 1)**

*Execution Copy***JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT, AMENDMENT NO. 2**

This Joint Economic Development District Contract, Amendment No. 2 (hereafter “Amended Contract No. 2”) entered into pursuant to Ohio Revised Code 715.72, et seq., dated as of _____, 2019, is entered into by and between the City of Reynoldsburg, Ohio (“City”), a municipal corporation and political subdivision organized and existing pursuant to the Constitution and the laws of the State of Ohio, and Etna Township, Licking County, Ohio (“Township”) a township and political subdivision organized and existing under the laws of the State of Ohio, and, together with the City, the (“Contracting Parties”).

WITNESSETH:

WHEREAS, the Township and the City previously entered into a Joint Economic District Contract dated December 23, 2015, a copy of which is attached hereto as Exhibit “A” (hereafter “Original JEDD Contract”), and further entered into an Amended Joint Economic Development District Contract dated August 21, 2018, a copy of which is attached hereto as Exhibit “B” (hereafter, “Amended Contract No. 1”);

WHEREAS, the Township and the City now desire to amend said Original JEDD Contract to add to the territory of the District; and

WHEREAS, the territory to be added to the District is comprised of property consisting of approximately 1.963 acres depicted on Exhibit “C”, and more particularly described on Exhibit “D”, both of which Exhibits are attached to this Amended Contract No. 2 and incorporated herein by reference (hereafter the “Property”); and

WHEREAS, the parties intend to modify the JEDD revenue disbursements as set forth in Section 4.2 of said Original JEDD Contract. The Township and City agree that all other terms and conditions set forth in said Original JEDD Contract shall remain in full force and effect.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Amended Contract, the City and Township agree and bind themselves, their agents, employees and successors as follows:

Execution Copy

1. Pursuant to Section 2.4 of the Original JEDD Contract, the Contracting Parties hereby agree to add the Property set forth and described on Exhibits “C” and “D” attached hereto.
2. The Contracting Parties hereby agree to delete Section 4.2.2. of the Original JEDD Contract in its entirety and replace it with the following paragraph:

4.2.2. From the Net Revenue:

4.2.2.1. To the City of Reynoldsburg, an amount equal to twenty percent (20%) multiplied by the sum of the Net Revenue and the SWLSD Payment, if any;

4.2.2.2. To the Board Improvement Account, an amount equal to ten percent (10%) multiplied by the sum of the Net Revenue and the SWLSD Payment, if any;

4.2.2.3. To the Career and Technology Centers of Licking County (C-TEC), five percent (5%) for the same term as payment is made to the Southwest Licking School District (SWLSD) as set forth in Section 4.3 of the original JEDD Contract, then said five percent (5%) payment to C-TEC shall cease and terminate and such percentage shall revert to and be added to the sum payable to the Township in Section 4.2.2.6. hereof;

4.2.2.4. During the first thirty (30) years from the effective date of this Contract, fifteen percent (15%) to the Licking County Commissioners of the Net Revenue derived from the levy of the income tax provided for herein on the TPA Project Area only. Thereafter, upon expiration of thirty (30) years from the effective date of the JEDD Contract, then said payment to the Licking County Commissioners shall be ten percent (10%) of the Net Revenue.

4.2.2.5. Five percent (5%) to the Licking County Transportation Improvement District (TID) to be used to the fullest extent possible for transportation projects initiated by the Etna Township Board of Trustees, and which benefit the JEDD 4 Property and surrounding areas and Etna Township. Failure to so utilize such funding shall result in the termination or reduction thereof, and, in such event, such percentage

Execution Copy

shall revert to and be added to the sum payable to the Township in Section 4.2.2.6. hereof.

4.2.2.6. To Etna Township, an amount equal to the Net Revenue minus the sum of the amounts determined under Section 4.2.2.1, 4.2.2.2, 4.2.2.3, and Section 4.2.2.5. hereof.

3. The contracting parties hereby agree to insert the following sentence at the end of **Section 4.3. SWLSD Payment** of the original JEDD Contract, as follows:

“Upon completion and payment in full under this Section to the SWLSD, then said SWLSD Payment shall cease and terminate and shall revert to and be added to the sum payable to the Township in Section 4.2.2.6. hereof.”

4. All other terms and conditions contained within the Original JEDD Contract shall remain in full force and effect.
5. This Amended JEDD Contract shall become effective upon adoption of a Resolution approving the same by the Township and an Ordinance approving the same by the City, which such Resolution and Ordinance must be adopted within ninety (90) days of each other.

Execution Copy

**IN WITNESS THEREOF, ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG
HAVE CAUSED THIS AMENDED JEDD CONTRACT TO BE EXECUTED BY THEIR
DULY AUTHORIZED REPRESENTATIVES AS OF THE DATE HEREINBEFORE
WRITTEN:**

ETNA TOWNSHIP BOARD OF TRUSTEES

By: John J. Carlisle, President

Date: _____

Resolution No. _____

APPROVED AS TO FORM:

John B. Albers II, Esq.

Attorney for Township

CITY OF REYNOLDSBURG

By: Bradley L. McCloud, Mayor

Date: _____

Ordinance No. _____

APPROVED AS TO FORM:

James E. Hood, Esq.

City Attorney

Attachment: TPA - DC Agreement (execution version) (80-19 : Amendment #2 113-15 JEDD 1)

FISCAL OFFICERS' CERTIFICATIONS

The undersigned Fiscal Officer of Etna Township, Licking County Ohio hereby certifies that the moneys required to meet the obligations of the Township during the calendar year 2019 under the foregoing Amended Joint Economic Development District Contract, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

By: Walter Rogers

Etna Township Fiscal Officer

The undersigned Fiscal Officer of the City of Reynoldsburg, Franklin, Licking, Fairfield Counties, Ohio hereby certifies that the moneys required to meet the obligations of the City, during the calendar year 2019 under the foregoing Amended Joint Economic Development District Contract, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

By: Stephen Cicak

Reynoldsburg City Auditor

Attachment: TPA - DC Agreement (execution version) (80-19 : Amendment #2 113-15 JEDD 1)

Exhibit C to DC Agreement

Form of Amended TIF Resolution

IN THE MATTER OF AMENDING RESOLUTION NO. 15-12-19-03 TO ADD ADDITIONAL PROPERTY AND MAKING RELATED AUTHORIZATIONS

The Board of Trustees of Etna Township, Licking County, Ohio met in a regular meeting on _____, 2019 at 81 Liberty Street with the following members present:

John Carlisle, President Randy Foor, Vice-President Jeff Johnson, Trustee

Trustee John Carlisle moved the following:

WHEREAS, Ohio Revised Code (“R.C.”) Sections 5709.73, 5709.74 and 5709.75 (the “TIF Statutes”) provide that this Board of Township Trustees (this “Board”) may, under certain circumstances, declare Improvement to real property located within the unincorporated area of Etna Township (Licking County), Ohio (the “Township”) to be a public purpose, exempt a percentage of such Improvement from real property taxes, identify certain public infrastructure improvements that are a public purpose and, once made, will directly benefit that real property, provide for payments in lieu of taxes by the owners of the real property, and establish a township public improvement tax increment equivalent fund; and

WHEREAS, pursuant to the authority granted under the TIF Statutes, the Board of Trustees (the “Board”) of the Township passed Resolution No. 15-12-19-03 (the “Original TIF Resolution”) on December 19, 2015, which Original TIF Resolution included as Exhibit A descriptions of the property to be subject to the tax increment financing approved in the Original TIF Resolution (the “Property”); and

WHEREAS, in the Original TIF Resolution, the Board approved the execution of a Development and Compensation Agreement among Licking County (the “County”), the City of Reynoldsburg (the “City”), the Township and Prologis (the “DC Agreement”); and

WHEREAS, TPA Group, LLC (“TPA”) has proposed to develop a portion of the Property, along with a parcel of property that was not included as part of the Property in the Original TIF Resolution (the “Additional Property”); and

WHEREAS, with respect to the portion of the Property to be developed by TPA, which includes the Additional Property (collectively, the “TPA Property”), it will be necessary to execute a DC Agreement that is different from the one approved in the Original TIF Resolution; and

WHEREAS, this Board desires to amend the Original TIF Resolution through the passage of this Resolution to (i) add the Additional Property to the description of the Property contained in Exhibit A to the Original TIF Resolution; and (ii) approve the DC Agreement with TPA that is necessary for the development of the TPA Property; and

WHEREAS, the Township sent notice of this Board’s intent to approve this Resolution to the Board of Education of the Southwest Licking Local School District (the “School District”) and the Board Education of the Career and Technology Education Centers of Licking County (the “JVSD”), or such notice has been waived, in accordance with R.C. Sections 5709.73(D) and 5709.83; and

WHEREAS, pursuant to a resolution adopted on April 18, 2019, the Board of Education the School District approved the terms of this Resolution and waived the notice requirements of R.C. Sections 5709.73(D) and 5709.83; and

WHEREAS, pursuant to a resolution adopted on December 19, 2018, the Board of Education of the JVSD approved the terms of this Resolution and waived the notice requirements of R.C. Sections 5709.73(D) and 5709.83;

NOW, THEREFORE, BE IT RESOLVED by the Board of Township Trustees of Etna Township (Licking County), Ohio, that:

Section 1. Exhibit A to the Original TIF Resolution is hereby deleted in its entirety and replaced with Exhibit A to this Resolution.

Section 2. Section 3 of the Original TIF Resolution is hereby deleted in its entirety and replaced with the following:

“Subject to the provisions of Section 7 hereof, one hundred percent (100%) of the increase in the assessed value of the Property after the effective date of this Resolution (which increase in assessed value is an “Improvement” as defined in R.C. Section 5709.73, but which Improvement shall not include the assessed value of any structures exempted under the CRA Agreement for the period and to the extent that the structures are exempted under the CRA Agreement) shall be a public purpose and shall be exempt from real property taxation commencing for each Parcel on the earlier of (a) the first tax year in which an Improvement due to the construction of a structure on the Parcel first appears on the tax list and duplicate of real and public utility property or (b) tax year 2025 and ending on the earlier of (a) thirty (30) years after such commencement or (b) the date on which the Township can no longer require service payments in lieu of taxes.”

Section 3. This Board hereby establishes, pursuant to and in accordance with the provisions of R.C. Section 5709.75, the TPA Account (the “Account”) of the Etna Township Public Improvement Tax Increment Equivalent Fund, into which shall be deposited all of the Service Payments distributed to the Township with respect to the Improvement to the TPA Property by or on behalf of the County Treasurer, as provided in R.C. Section 5709.75 and as described in Section 4 of the Original TIF Resolution, except for amounts paid directly to the School District and JVSD as provided in Section 6 of the Original TIF Resolution, and hereby appropriates all of the moneys deposited in the Account from time to time to pay any costs of the Public Infrastructure Improvements, including but not limited to the payment of debt service on notes or bonds.

The Account shall remain in existence so long as Service Payments are collected and used for the aforesaid purposes, subject to the limits set forth in Section 3 of the Original TIF Resolution (as amended by this Resolution), after which said Account shall be dissolved in accordance with R.C. Section 5709.75. Upon dissolution, any incidental surplus money remaining in the Account shall be disposed of as provided in R.C. Section 5709.75.

Section 4. The DC Agreement by and among the Township, the County, the City and TPA, substantially in the form attached hereto as Exhibit B and incorporated herein by this reference, is hereby approved, and the Board President or other designee of this Board is hereby authorized to execute and deliver the DC Agreement with such changes that are not inconsistent with this Resolution, are not substantially adverse to the Township and are approved by that representative, all of which shall be

evidenced conclusively by the execution of the DC Agreement by that representative.

Section 5. Except as otherwise provided in Sections 1 – 4 of this Resolution, the provisions of the Original TIF Resolution shall remain in place as stated in the Original TIF Resolution.

Section 6. This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this Resolution, and that all deliberations of this Board and of any committees that resulted in those formal actions, were taken in meetings open to the public in compliance with the law.

Section 7. This Resolution shall be in full force and effect immediately upon its adoption.

The foregoing motion having been put to a vote, the result of the roll call was as follows:

_____	_____
_____	_____
_____	_____

The foregoing is a true and correct copy of a resolution adopted by the Board of Township Trustees of Etna Township (Licking County), Ohio, on _____, 2019.

Dated: _____, 2019

Walter Rodgers, Fiscal Officer
Etna Township (Licking County), Ohio

EXHIBIT A to Form of Amended TIF Resolution**PROPERTY**

The Property is the real estate situated in the County of Licking and State of Ohio consisting of the tax year 2018 parcel number(s) listed below (and including any subsequent combinations and/or subdivisions of the current parcel numbers), depicted on the map and described on the legal description attached hereto:

010-021090-00.000
010-017556-00.000
010-017298-01.000
010-017298-00.000
010-018636-00.000

Parcels 010-021090-00.000 and 010-01729-00.000 constitute the TPA Property.

Attachment: TPA - DC Agreement (execution version) (80-19 : Amendment #2 113-15 JEDD 1)

EXHIBIT B to Form of Amended TIF Resolution

FORM OF DC AGREEMENT

(attached hereto)

Attachment: TPA - DC Agreement (execution version) (80-19 : Amendment #2 113-15 JEDD 1)

Police Department**David Plesich****7240 E. Main Street****Reynoldsburg OHIO 43068****614-322-6947 Phone****ORDINANCE REQUEST****DATE: May 28, 2019****TO: Public Safety, Law and Courts Committee****RE: Ordinance Authorizing City Auditor to Remove Equipment from the City's Fixed Asset List.**

Approval:

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

Statement of Necessity: Equipment no longer meets the needs of the city.

Permission to remove the following items from the police departments fixed asset list:

site.	FA2697	Police Vehicle 252	Will go on the auction
site.	FA1921	Police Vehicle 259	Will go on the auction
	FA1545	Video Surveillance System	No longer operational.
	FA1833	LCD Projector w/case	No longer operational.
	FA1821	Ultrasonic weapon cleaner	No longer operational.
	FA1637	LCD Projector	No longer operational.
	FA1074	Ballistic Protection	Expired.
	FA2016	Sofa	Contaminated.
1FTRW14W67FB17289	FA2796	2007 F150 Truck	Vin#

Police Department**David Plesich****7240 E. Main Street****Reynoldsburg OHIO 43068****614-322-6947 Phone**

operational. Vehicle is no longer

Remove the following fixed assets from the Computer Systems Department:

Computel PC	Red tag: 01609
Dell Precision T3500	SN: 9T481R1
American Dynamics server	SN: 104301701249
TCR Systems PC	This PC did not have a red tag, Sn, or any name to identify it
Dell Dimension 2400	SN: 38F1Q51
Toshiba PC	SN: 30133075A

Police Department**David Plesich****7240 E. Main Street****Reynoldsburg OHIO 43068****614-322-6947 Phone****ORDINANCE REQUEST**

DATE: May 28, 2019

TO: Public Safety, Law and Courts Committee

RE: ORDINANCE APPROPRIATING FUNDS FROM APPROPRIATED
GENERAL FUND TO ACCOUNT 110.111.5207 (Law Enforcement
Account) FOR DONATED MONIES RECEIVED.

Approval:

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

Requesting to have \$100.00 appropriated to the Law Enforcement account for money that was donated to the K9 Unit.



**City of Reynoldsburg
Department of Public Safety
Division of Police**

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

Date: 04/09/2019
Receipt: 2019-00014631
Received From: cash

INTER-OFFICE COMMUN

POL 014	100.00
cash donation	
Receipt Total	100.00
Total Cash	100.00
Total Remitted	100.00
Total Received	100.00

Date: April 5, 2019

To: Joni Crawford

From: Chief David Plesich

Subject: K-9 Donation

Handwritten signature: M. M. 178

Please credit the general fund in the amount of \$100.00 (cash) for the K-9 unit. We will process a legislative request to have the money appropriated to the 110.111.5207, Law Enforcement account. Thanks.

Attachment: ID2420 K9 Receipt (79-19 : Appropriation of Donated Funds)

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

DATE: May 28, 2019

TO: Public Service and Transportation Committee

RE: ORDINANCE TO APPROVE PAYMENT OF SERVICES
PERFORMED PRIOR TO THE AUDITOR'S CERTIFICATION OF
AVAILABILITY OF FUNDS AND DECLARING AND
EMERGENCY

Approval:

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

Emergency/Suspension: Emergency

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

Statement of necessity: ORC 5705.41(D) requires that this ordinance be passed within thirty days of its presentation to City Council

See attached

Bal: \$42,075.50

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. 2019-00001172

DATE 05/15/2019

VENDOR 11319 - GEOTECHNICAL CONSULTAN

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

Contact

GEOTECHNICAL CONSULTANTS, INC.
720 GREENCREST DR.
WESTERVILLE, OH 43081



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

REFERENCE

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	FA CIP - Project #148, Community Center Special Inspection Services 410.000.0148.5611 - Buildings 47,500.00	47,500.0000	\$47,500.00
		Invoice # 130737	12/31/18	458.00
		Invoice # 130766	12/31/18	14,528.00
		Invoice # 131040	1/24/19	7,085.00
		Invoice # 131345	2/21/19	9,880.75
		Invoice # 131842	3/29/19	4,525.00
		Invoice # 132535	4/30/19	3,598.75
				<u>\$42,075.50</u>
RECEIVED MAY 15 2019 AUDITOR'S OFFICE			TOTAL DUE	\$47,500.00

AUDITOR'S CERTIFICATE

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

Stephen M. Ciesek
5-15-19

Special Instructions

Attachment: Accounting Documents (69-19 : Then and Now-2019 GCI)

Geotechnical Consultants
Invoicing under the original proposal signed 7/2/2018

Invoice Number	Invoice Date	Dates of Service	Invoice Amount	Amount Paid	Balance Remaining
128438	8/31/18	7/26/18 - 8/30/18	\$ 12,879.00	\$ 12,879.00	\$ -
129016	9/30/18	8/27/18 - 9/22/18	\$ 13,541.00	\$ 13,541.00	\$ -
129594	10/31/18	9/24/18 - 10/20/18	\$ 15,097.00	\$ 15,097.00	\$ -
130135	11/30/18	10/22/18 - 11/17/18	\$ 15,210.00	\$ -	\$ -
130737	12/31/18	10/22/18 - 10/25/18			
		11/12/18 - 11/17/18	\$ 6,866.00	\$ 6,408.00	\$ 458.00
			\$	\$ 47,925.00	
					Total on invoice incorrect
					Total Paid under Original Proposal

This amount was re-submitted on Invoice #130737 and Invoice #130766

Current invoicing in which we do not have a signed proposal or open Purchase Order

130766	12/31/18	10/25/18 - 11/10/18			
		11/19/18 - 12/15/18	\$ 16,986.00	\$	\$ 16,528.00
131040	1/24/19	12/17/18 - 1/12/19	\$ 7,085.00	\$	\$ 7,085.00
131365	2/21/19	1/14/19 - 2/16/19	\$ 9,880.75	\$	\$ 9,880.75
131842	3/29/19	2/18/19 - 3/26/19	\$ 4,525.00	\$	\$ 4,525.00
132535	3/25/19	3/25/19 - 4/20/19	\$ 3,598.75	\$	\$ 3,598.75
				\$	\$
				\$ 42,075.50	Total amount owed to GeoTec

ORDINANCE NO. 59-19PASSED: May 13, 2019

ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT WITH GEOTECHNICAL CONSULTANTS, INC. FOR PROFESSIONAL FIELD MONITORING AND TESTING SERVICES FOR THE REYNOLDSBURG COMMUNITY CENTER YMCA AND DECLARING AN EMERGENCY.

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

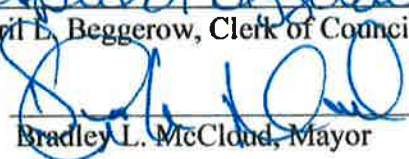
SECTION 1. That the Mayor be and is hereby authorized and directed to enter into an agreement with Geotechnical Consultants Inc., 720 Greencrest Drive, Westerville, Ohio, 43081, in the amount not to exceed forty seven thousand, five hundred dollars, (\$47,500.00) for field monitoring and testing services.

SECTION 3. That pursuant to RCO Section 175.01(d) competitive bidding is hereby suspended.

SECTION 4. That this ordinance is deemed to be an emergency measure necessary for the immediate preservation of the public peace, health or safety; wherefore upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor.


Doug Joseph, President of Council

ATTEST: 
April L. Beggerow, Clerk of Council

APPROVED:  DATE 5/14/19
Bradley L. McCloud, Mayor

CERTIFICATE

I, April L. Beggerow, Clerk of Council, City of Reynoldsburg, Ohio do hereby certify the foregoing to be a true and correct copy of Ordinance No. 59-19 as passed by Council of said City on the 13th day of May, 2019 and as recorded in the Record of Proceedings of said Council.


April L. Beggerow, Clerk of Council

Filed with Mayor: 5/14/19

Attachment: Accounting Documents (69-19 : Then and Now-2019 GCI)

Service Department**Bill Sampson****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6884 Phone****ORDINANCE REQUEST****DATE: May 28, 2019****TO: Public Service and Transportation Committee****RE: ORDINANCE TO APPROVE PAYMENT OF SERVICES
PERFORMED PRIOR TO THE AUDITOR'S CERTIFICATION OF
AVAILABILITY OF FUNDS AND DECLARING AND
EMERGENCY**

Approval:

Completed Brad McCloud	Jed Hood	Pending Stephen Cicak
---------------------------	----------	--------------------------

Emergency/Suspension: Emergency

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

Statement of necessity: ORC 5705.41(D) requires that this ordinance be passed within thirty days of its presentation to City Council

See attached

Attachment: Accounting Documents (69-19 : Then and Now-2019 GCI)

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 purpose. 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 \$ 458.00 has been appropriated and was available in the treasury at the date of purchase 10-22-2018 and is still available as of 5-15-2019 for the following purchase:

Purchase Order # 2019-1172 Date of Invoice 12-31-2018

Vendor Geotechnical Consultants Description Inspection Services YMCA

Invoice # 130737 Account # 410.000.0148.5611

Stephen M. Ciesak
City Auditor

5-15-19
Date

Attachment: Accounting Documents (69-19 : Then and Now-2019 GCI)



Geotechnical Consultants, Inc.
720 Greencrest Dr.
Westerville, Ohio 43081
(614) 895-1400

INVOICE

Received

JAN 02 2019

City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, OH 43068

Reynoldsburg Building Division

Invoice Date December 31, 2018

Invoice Number 130737

Customer No: CTYREY

Purchase Order No:

Page 1

In Reference to: 18F22027 City of Reynoldsburg Community Center Units Rate Amount
Contact: Brad McCloud (614) 322-6800
City of Reynoldsburg Community Center - 1470 Davidson Avenue - Reynoldsburg, Ohio

This invoice replaces invoice 130135 dated 11/30/18

Date	Name	Description	Units	Rate	Amount
✓ 10/22/2018	David A. Svoboda	Density equipment charge	Units 1.00	50.00	50.00
✓ 10/22/2018	David A. Svoboda	Zone 1 Trip Charge	Units 1.00	50.00	50.00
✓ 10/22/2018	David A. Svoboda	Sr tech, over-time obs	Hours 2.00	102.00	204.00
✓ 10/22/2018	David A. Svoboda	Sr tech, site observations	Hours 8.00	68.00	544.00
✓ 10/23/2018	David A. Svoboda	Density equipment charge	Units 1.00	50.00	50.00
✓ 10/23/2018	David A. Svoboda	Zone 1 Trip Charge	Units 1.00	50.00	50.00
✓ 10/23/2018	David A. Svoboda	Sr tech, over-time obs	Hours 2.00	102.00	204.00
✓ 10/23/2018	David A. Svoboda	Sr tech, site observations	Hours 8.00	68.00	544.00
✓ 10/24/2018	David A. Svoboda	Density equipment charge	Units 1.00	50.00	50.00
✓ 10/24/2018	David A. Svoboda	Zone 1 Trip Charge	Units 1.00	50.00	50.00
✓ 10/24/2018	David A. Svoboda	Sr tech, over-time obs	Hours 2.00	102.00	204.00
✓ 10/24/2018	David A. Svoboda	Sr tech, site observations	Hours 8.00	68.00	544.00
✓ 10/25/2018	David A. Svoboda	Density equipment charge	Units 1.00	50.00	50.00
✓ 10/25/2018	David A. Svoboda	Zone 1 Trip Charge	Units 1.00	50.00	50.00
✓ 10/25/2018	David A. Svoboda	Sr tech, over-time obs	Hours 3.00	102.00	306.00

Thank you for your business

Please make check payable to "Geotechnical Consultants, Inc."
Terms: NET 30

BUILDING DIVISION
P.O. # 2018-1641
VEN # 11319 AMT \$ 6,408.00
INV # 130737
APPROVAL [Signature] DATE 1-6-19

Attachment: Accounting Documents (69-19 : Then and Now-2019 GCI)



Geotechnical Consultants, Inc.
720 Greencrest Dr.
Westerville, Ohio 43081
(614) 895-1400

City of Reynoldsburg		Invoice Number	130737
		Page	18F22027
			4 of 4
✓11/12/2018	David A. Svoboda	Density equipment charge	Units 1.00 50.00 50.00
✓11/12/2018	David A. Svoboda	Zone 1 Trip Charge	Units 1.00 50.00 50.00
✓11/12/2018	David A. Svoboda	Sr tech, site observations	Hours 8.00 68.00 544.00
✓11/13/2018	David A. Svoboda	Zone 1 Trip Charge	Units 1.00 50.00 50.00
✓11/13/2018	David A. Svoboda	Sr tech, site observations	Hours 8.00 68.00 544.00
✓11/14/2018	David A. Svoboda	Density equipment charge	Units 1.00 50.00 50.00
✓11/14/2018	David A. Svoboda	Zone 1 Trip Charge	Units 1.00 50.00 50.00
✓11/14/2018	David A. Svoboda	Sr tech, site observations	Hours 8.00 68.00 544.00
✓11/15/2018	Todd R. Meek	Proj mgr, project mgmt	Hours 1.00 100.00 100.00
✓11/15/2018	David A. Svoboda	Zone 1 Pick-Up Charge	Units 1.00 80.00 80.00
✓11/15/2018	David A. Svoboda	Sr tech, report writing	Hours 1.00 68.00 68.00
✓11/16/2018	David A. Svoboda	Zone 1 Trip Charge	Units 1.00 50.00 50.00
✓11/16/2018	David A. Svoboda	Sr tech, site observations	Hours 2.00 68.00 136.00
11/17/2018		Default Task	Units -1.00 8,802.00 -8,802.00
✓11/17/2018		Adjustment for 2018 contract amount to total \$47,925	
		Concrete Test Cylinder	Units 100.00 15.00 1,500.00
✓11/17/2018		Grout Prism	Units 4.00 25.00 100.00

City of Reynoldsburg Community Center Total Amount Due

6,408.00

Actually - Totals \$ 6,866.00

Still owe \$ 458.00

Thank you for your business

Please make check payable to "Geotechnical Consultants, Inc."
Terms: NET 30

BUILDING DIVISION
P.O. # 2019-1172
VEN # 11319 AMT \$ 458.00
INV # 130737
APPROVAL [Signature] DATE 5/5/19

Replaced with # 130137 & 130135

11.d.a

Received

DEC 03 2018



Geotechnical Consultants, Inc.
720 Greencrest Dr.
Westerville, Ohio 43081
(614) 895-1400

Reynoldsburg Building Division
INVOICE

City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, OH 43068

Invoice Date November 30, 2018
Invoice Number 130135
Customer No: CTYREY
Purchase Order No:
Page 1

In Reference to: 18F22027 City of Reynoldsburg Community Center Units Rate Amount
Contact: Brad McCloud (614) 322-6800
City of Reynoldsburg Community Center - 1470 Davidson Avenue - Reynoldsburg, Ohio

✓10/22/2018	David A. Svoboda	Density equipment charge	Units	1.00	50.00	50.00
✓10/22/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓10/22/2018	David A. Svoboda	Sr tech, over-time obs	Hours	2.00	102.00	204.00
✓10/22/2018	David A. Svoboda	Sr tech, site observations	Hours	8.00	68.00	544.00
✓10/23/2018	David A. Svoboda	Density equipment charge	Units	1.00	50.00	50.00
✓10/23/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓10/23/2018	David A. Svoboda	Sr tech, over-time obs	Hours	2.00	102.00	204.00
✓10/23/2018	David A. Svoboda	Sr tech, site observations	Hours	8.00	68.00	544.00
✓10/24/2018	David A. Svoboda	Density equipment charge	Units	1.00	50.00	50.00
✓10/24/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓10/24/2018	David A. Svoboda	Sr tech, over-time obs	Hours	2.00	102.00	204.00
✓10/24/2018	David A. Svoboda	Sr tech, site observations	Hours	8.00	68.00	544.00
✓10/25/2018	David A. Svoboda	Density equipment charge	Units	1.00	50.00	50.00
✓10/25/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓10/25/2018	David A. Svoboda	Sr tech, over-time obs	Hours	3.00	102.00	306.00

Thank you for your business

Please make check payable to "Geotechnical Consultants, Inc."
Terms: NET 30

BUILDING DIVISION
P.O.# 2518-1641
VEN# 11319 AMT \$ 6,408.00
INV# 130135
APPROVAL _____ DATE _____

Packet Pg. 302

Attachment: Accounting Documents (69-19 : Then and Now-2019 GCI)



Geotechnical Consultants, Inc.
720 Greencrest Dr.
Westerville, Ohio 43081
(614) 895-1400

City of Reynoldsburg		Invoice Number		130135		18F22027	
		Page		2 of 4			
✓ 10/25/2018	David A. Svoboda	Sr tech, site observations	Hours	8.00	68.00	544.00	
✓ 10/26/2018	David A. Svoboda	Density equipment charge	Units	1.00	50.00	50.00	
✓ 10/26/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00	
✓ 10/26/2018	David A. Svoboda	Sr tech, over-time obs	Hours	1.00	102.00	102.00	
✓ 10/26/2018	David A. Svoboda	Sr tech, site observations	Hours	8.00	68.00	544.00	
✓ 10/29/2018	David A. Svoboda	Density equipment charge	Units	1.00	50.00	50.00	
✓ 10/29/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00	
✓ 10/29/2018	David A. Svoboda	Sr tech, site observations	Hours	8.00	68.00	544.00	
✓ 10/30/2018	David A. Svoboda	Density equipment charge	Units	1.00	50.00	50.00	
✓ 10/30/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00	
✓ 10/30/2018	David A. Svoboda	Sr tech, over-time obs	Hours	1.00	102.00	102.00	
✓ 10/30/2018	David A. Svoboda	Sr tech, site observations	Hours	8.00	68.00	544.00	
✓ 10/31/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00	
✓ 10/31/2018	David A. Svoboda	Sr tech, site observations	Hours	4.00	68.00	272.00	
✓ 11/1/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00	
✓ 11/1/2018	David A. Svoboda	Sr tech, report writing	Hours	2.50	68.00	170.00	
✓ 11/1/2018	David A. Svoboda	Sr tech, site observations	Hours	2.00	68.00	136.00	
✓ 11/2/2018	David A. Svoboda	Density equipment charge	Units	1.00	50.00	50.00	
✓ 11/2/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00	
✓ 11/2/2018	David A. Svoboda	Sr tech, site observations	Hours	8.00	68.00	544.00	

Attachment: Accounting Documents (69-19 : Then and Now-2019 GCI)

Thank you for your business

Please make check payable to "Geotechnical Consultants, Inc."
Terms: NET 30



Geotechnical Consultants, Inc.
720 Greencrest Dr.
Westerville, Ohio 43081
(614) 895-1400

			Invoice Number	130135			
				18F22027			
City of Reynoldsburg			Page	3 of 4			
✓ 11/5/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00	
✓ 11/5/2018	David A. Svoboda	Sr tech, over-time obs	Hours	2.00	102.00	204.00	
✓ 11/5/2018	David A. Svoboda	Sr tech, site observations	Hours	8.00	68.00	544.00	
✓ 11/6/2018	David A. Svoboda	Density equipment charge	Units	1.00	50.00	50.00	
✓ 11/6/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00	
✓ 11/6/2018	David A. Svoboda	Sr tech, over-time obs	Hours	2.00	102.00	204.00	
✓ 11/6/2018	David A. Svoboda	Sr tech, site observations	Hours	8.00	68.00	544.00	
✓ 11/7/2018	David A. Svoboda	Density equipment charge	Units	1.00	50.00	50.00	
✓ 11/7/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00	
✓ 11/7/2018	David A. Svoboda	Sr tech, site observations	Hours	8.00	68.00	544.00	
✓ 11/8/2018	David A. Svoboda	Density equipment charge	Units	1.00	50.00	50.00	
✓ 11/8/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00	
✓ 11/8/2018	David A. Svoboda	Sr tech, over-time obs	Hours	2.00	102.00	204.00	
✓ 11/8/2018	David A. Svoboda	Sr tech, site observations	Hours	8.00	68.00	544.00	
✓ 11/9/2018	David A. Svoboda	Density equipment charge	Units	1.00	50.00	50.00	
✓ 11/9/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00	
✓ 11/9/2018	David A. Svoboda	Sr tech, over-time obs	Hours	1.00	102.00	102.00	
✓ 11/9/2018	David A. Svoboda	Sr tech, site observations	Hours	8.00	68.00	544.00	
✓ 11/10/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00	
✓ 11/10/2018	David A. Svoboda	Sr tech, over-time obs	Hours	4.00	102.00	408.00	

↳ Site Observation Report

Thank you for your business

Please make check payable to "Geotechnical Consultants, Inc."
Terms: NET 30

Page 2 of 3 total \$8,344.00
w/ paid from 13037 458.00
0.000.00



Geotechnical Consultants, Inc.
720 Greencrest Dr.
Westerville, Ohio 43081
(614) 895-1400

City of Reynoldsburg			Invoice Number	130135		
			Page	18F22027		
				4 of 4		
✓ 11/12/2018	David A. Svoboda	Density equipment charge	Units	1.00	50.00	50.00
✓ 11/12/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓ 11/12/2018	David A. Svoboda	Sr tech, site observations	Hours	8.00	68.00	544.00
✓ 11/13/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓ 11/13/2018	David A. Svoboda	Sr tech, site observations	Hours	8.00	68.00	544.00
✓ 11/14/2018	David A. Svoboda	Density equipment charge	Units	1.00	50.00	50.00
✓ 11/14/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓ 11/14/2018	David A. Svoboda	Sr tech, site observations	Hours	8.00	68.00	544.00
✓ 11/15/2018	Todd R. Meek	Proj mgr, project mgmt	Hours	1.00	100.00	100.00
✓ 11/15/2018	David A. Svoboda	Zone 1 Pick-Up Charge	Units	1.00	80.00	80.00
✓ 11/15/2018	David A. Svoboda	Sr tech, report writing	Hours	1.00	68.00	68.00
✓ 11/16/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓ 11/16/2018	David A. Svoboda	Sr tech, site observations	Hours	2.00	68.00	136.00
✓ 11/17/2018		Concrete Test Cylinder	Units	100.00	15.00	1,500.00
✓ 11/17/2018		Grout Prism	Units	4.00	25.00	100.00

City of Reynoldsburg Community Center Total Amount Due

15,210.00

Balance available → 6,408.00

Balance owed. \$ 8,802.00

Thank you for your business

Please make check payable to "Geotechnical Consultants, Inc
Terms: NET 30

Attachment: Accounting Documents (69-19 : Then and Now-2019 GCI)

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 purpose. 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 \$ 16,508.00 has been appropriated and was available in the treasury at the date of purchase 11-17-2018 and is still available as of 5-15-2019 for the following purchase:

Purchase Order # 2019-1172 Date of Invoice 12-31-2018

Vendor Geotechnical Consultants Description Inspection Services YMCA

Invoice # 130766 Account # 410.000.0148.5611

Stephen M. Ciesak
City Auditor

5-15-19
Date

Attachment: Accounting Documents (69-19 : Then and Now-2019 GCI)



Geotechnical Consultants, Inc.
720 Greencrest Dr.
Westerville, Ohio 43081
(614) 895-1400

INVOICE

Received

FEB 11 2019

City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, OH 43068

Reynoldsburg Building Division

Invoice Date December 31, 2018
Invoice Number 130766
Customer No: CTYREY
Purchase Order No:
Page 1

In Reference to: 18F22027 City of Reynoldsburg Community Center Units Rate Amount
Contact: Brad McCloud (614) 322-6800
City of Reynoldsburg Community Center - 1470 Davidson Avenue - Reynoldsburg, Ohio

Invoice to be processed with 2019 Change order

Total remaining from invoices
130737 & 130135

834.00

Date	Person	Task	Units	Rate	Amount
11/17/2018		Default Task	Units 1.00	8,802.00	8,802.00
Adjustment for 2018 contract amount to total \$47,925 (amount was subtracted from November invoice #130737)					
✓ 11/19/2018	Todd R. Meek	Proj mgr, project mgmt	Hours 0.50	100.00	50.00
✓ 11/20/2018	David A. Svoboda	Zone 1 Trip Charge	Units 1.00	50.00	50.00
✓ 11/20/2018	David A. Svoboda	Sr tech, site observations	Hours 3.00	68.00	204.00
✓ 11/21/2018	David A. Svoboda	Zone 1 Trip Charge	Units 1.00	50.00	50.00
✓ 11/21/2018	David A. Svoboda	Sr tech, site observations	Hours 4.00	68.00	272.00
✓ 11/26/2018	David A. Svoboda	Zone 1 Trip Charge	Units 1.00	50.00	50.00
✓ 11/26/2018	David A. Svoboda	Sr tech, site observations	Hours 6.00	68.00	408.00
✓ 11/27/2018	David A. Svoboda	Density equipment charge	Units 1.00	50.00	50.00
✓ 11/27/2018	David A. Svoboda	Zone 1 Trip Charge	Units 1.00	50.00	50.00
✓ 11/27/2018	David A. Svoboda	Sr tech, site observations	Hours 5.00	68.00	340.00
✓ 11/28/2018	David A. Svoboda	Zone 1 Trip Charge	Units 1.00	50.00	50.00
✓ 11/28/2018	David A. Svoboda	Sr tech, report writing	Hours 1.00	68.00	68.00
✓ 11/28/2018	David A. Svoboda	Sr tech, site observations	Hours 4.00	68.00	272.00

Thank you for your business

Please make check payable to "Geotechnical Consultants, Inc."
Terms: NET 30

Attachment: Accounting Documents (69-19 : Then and Now-2019 GCI)



Geotechnical Consultants, Inc.
 720 Greencrest Dr.
 Westerville, Ohio 43081
 (614) 895-1400

			Invoice Number	130766		
				18F22027		
City of Reynoldsburg			Page	2 of 3		
✓ 11/29/2018	David A. Svoboda	Density equipment charge	Units	1.00	50.00	50.0
✓ 11/29/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.0
✓ 11/29/2018	David A. Svoboda	Sr tech, over-time obs	Hours	1.00	102.00	102.0
✓ 11/29/2018	David A. Svoboda	Sr tech, site observations	Hours	8.00	68.00	544.0
✓ 11/30/2018	David A. Svoboda	Density equipment charge	Units	1.00	50.00	50.0
✓ 11/30/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.0
✓ 11/30/2018	David A. Svoboda	Sr tech, site observations	Hours	8.00	68.00	544.0
✓ 12/1/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.0
✓ 12/1/2018	David A. Svoboda	Sr tech, over-time obs	Hours	2.00	102.00	204.0
✓ 12/3/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.0
✓ 12/3/2018	David A. Svoboda	Sr tech, site observations	Hours	8.00	68.00	544.0
✓ 12/4/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.0
✓ 12/4/2018	David A. Svoboda	Sr tech, over-time obs	Hours	1.00	102.00	102.0
✓ 12/4/2018	David A. Svoboda	Sr tech, site observations	Hours	8.00	68.00	544.0
✓ 12/5/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.0
✓ 12/5/2018	David A. Svoboda	Sr tech, site observations	Hours	8.00	68.00	544.0
✓ 12/6/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.0
✓ 12/6/2018	David A. Svoboda	Sr tech, site observations	Hours	8.00	68.00	544.0
✓ 12/7/2018	David A. Svoboda	Sr tech, report writing	Hours	1.50	68.00	102.0
✓ 12/10/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.0

Attachment: Accounting Documents (69-19 : Then and Now-2019 GCI)

Thank you for your business

Please make check payable to "Geotechnical Consultants, Inc
 Terms: NET 30



Geotechnical Consultants, Inc.
720 Greencrest Dr.
Westerville, Ohio 43081
(614) 895-1400

Invoice Number 130766
18F22027
Page 3 of 3

City of Reynoldsburg

✓ 12/10/2018	David A. Svoboda	Sr tech, site observations	Hours	6.00	68.00	408.0
✓ 12/11/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.0
✓ 12/11/2018	David A. Svoboda	Sr tech, site observations	Hours	6.00	68.00	408.0
✓ 12/12/2018	Todd R. Meek	Proj mgr, project mgmt	Hours	0.50	100.00	50.0
✓ 12/12/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.0
✓ 12/12/2018	David A. Svoboda	Sr tech, site observations	Hours	5.00	68.00	340.0
✓ 12/13/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.0
✓ 12/13/2018	David A. Svoboda	Sr tech, site observations	Hours	5.00	68.00	340.0
✓ 12/15/2018		Concrete Test Cylinder	Units	20.00	15.00	300.0

City of Reynoldsburg Community Center Total Amount Due

16,986.00

16,528.00

BUILDING DIVISION
P.O. # 2019-1172
VEN # 11319 AMT \$ 16,528.00
INV # 130766
APPROVAL [Signature] DATE 5/15

Attachment: Accounting Documents (69-19 : Then and Now-2019 GCI)

Thank you for your business

Please make check payable to "Geotechnical Consultants, Inc."
Terms: NET 30

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 purpose. 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 \$ 7,085.⁰⁰ has been appropriated and was available in the treasury at the date of purchase 12-17-2018 and is still available as of 5-15-2019 for the following purchase:

Purchase Order # 2019-1172 Date of Invoice 1-24-2019

Vendor Geotechnical Consultants Description Inspection Services YMCA

Invoice # 131040 Account # 410.000.0148.5611

Stephen M. Cihak
City Auditor

5-15-19
Date

Attachment: Accounting Documents (69-19 : Then and Now-2019 GCI)



Geotechnical Consultants, Inc.
720 Greencrest Dr.
Westerville, Ohio 43081
(614) 895-1400

INVOICE

City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, OH 43068

Invoice Date January 24, 2019
Invoice Number 131040
Customer No: CTYREY
Purchase Order No:
Page 1

In Reference to: 18F22027		City of Reynoldsburg Community Center	Units	Rate	Amount
Contact: Brad McCloud (614) 322-6800 City of Reynoldsburg Community Center - 1470 Davidson Avenue - Reynoldsburg, Ohio					
City of Reynoldsburg Community Center 1470 Davidson Avenue Reynoldsburg, Ohio					
✓ 12/17/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00 50.00
✓ 12/17/2018	David A. Svoboda	Sr tech, site observations	Hours	5.00	68.00 340.00
✓ 12/18/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00 50.00
✓ 12/18/2018	David A. Svoboda	Sr tech, site observations	Hours	5.00	68.00 340.00
✓ 12/19/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00 50.00
✓ 12/19/2018	David A. Svoboda	Sr tech, site observations	Hours	6.00	68.00 408.00
✓ 12/20/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00 50.00
✓ 12/20/2018	David A. Svoboda	Sr tech, site observations	Hours	3.00	68.00 204.00
✓ 12/21/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00 50.00
✓ 12/21/2018	David A. Svoboda	Sr tech, site observations	Hours	4.00	68.00 272.00
✓ 12/26/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00 50.00
✓ 12/26/2018	David A. Svoboda	Sr tech, site observations	Hours	6.00	68.00 408.00
✓ 12/27/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00 50.00
✓ 12/27/2018	David A. Svoboda	Sr tech, site observations	Hours	5.00	68.00 340.00

Thank you for your business

Please make check payable to "Geotechnical Consultants, Inc."
Terms: NET 30

Attachment: Accounting Documents (69-19 : Then and Now-2019 GCI)



Geotechnical Consultants, Inc.
 720 Greencrest Dr.
 Westerville, Ohio 43081
 (614) 895-1400

			Invoice Number	131040			
				18F22027			
City of Reynoldsburg			Page	2 of 3			
✓12/28/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.0	
✓12/28/2018	David A. Svoboda	Sr tech, site observations	Hours	5.00	68.00	340.0	
✓12/29/2018	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.0	
✓12/29/2018	David A. Svoboda	Sr tech, site observations	Hours	3.00	68.00	204.0	
✓1/2/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.0	
✓1/2/2019	David A. Svoboda	Sr tech, site observations	Hours	6.00	58.00	348.0	
✓1/3/2019	Christopher W. Bauma	Density equipment charge	Units	1.00	50.00	50.0	
✓1/3/2019	Christopher W. Bauma	Zone 1 Trip Charge	Units	2.00	50.00	100.0	
✓1/3/2019	Christopher W. Bauma	Sr tech, site observations	Hours	4.00	58.00	232.0	
✓1/3/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.0	
✓1/3/2019	David A. Svoboda	Sr tech, site observations	Hours	2.00	58.00	116.0	
✓1/4/2019	Christopher W. Bauma	Zone 1 Trip Charge	Units	2.00	50.00	100.0	
✓1/4/2019	Christopher W. Bauma	Sr tech, site observations	Hours	4.00	58.00	232.0	
✓1/4/2019	David A. Svoboda	Sr tech, report writing	Hours	1.00	58.00	58.0	
✓1/7/2019	Todd R. Meek	Proj mgr, project mgmt	Hours	0.25	100.00	25.0	
✓1/7/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.0	
✓1/7/2019	David A. Svoboda	Sr tech, site observations	Hours	5.00	58.00	290.0	
✓1/8/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.0	
✓1/8/2019	David A. Svoboda	Sr tech, site observations	Hours	7.00	58.00	406.0	
✓1/9/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.0	

Attachment: Accounting Documents (69-19 : Then and Now-2019 GCI)

Thank you for your business

Please make check payable to "Geotechnical Consultants, Inc.
 Terms: NET 30



Geotechnical Consultants, Inc.
 720 Greencrest Dr.
 Westerville, Ohio 43081
 (614) 895-1400

Invoice Number 131040
 18F22027
 Page 3 of 3

City of Reynoldsburg

✓ 1/9/2019	David A. Svoboda	Sr tech, site observations	Hours	4.00	58.00	232.0
✓ 1/10/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.0
✓ 1/10/2019	David A. Svoboda	Sr tech, site observations	Hours	4.00	58.00	232.0
✓ 1/11/2019	James E. Rosebrock	Field Letter	Units	1.00	400.00	400.0
		Masonry Wall Observations at Column Lines RB/13-14				
✓ 1/11/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.0
✓ 1/11/2019	David A. Svoboda	Sr tech, site observations	Hours	6.00	58.00	348.0
✓ 1/12/2019		Mortar Cube	Units	3.00	20.00	60.0
		2x4 Mortar Cube				
✓ 1/12/2019		Grout Prism	Units	8.00	25.00	200.0

City of Reynoldsburg Community Center Total Amount Due

7,085.0

BUILDING DIVISION
 P.O. # 2019-1172
 VEN # 11319 AMT \$ 7,085.00
 INV # 131040
 APPROVAL [Signature] DATE 5/7/19

Attachment: Accounting Documents (69-19 : Then and Now-2019 GCI)

Thank you for your business

Please make check payable to "Geotechnical Consultants, Inc
 Terms: NET 30

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 purpose. 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 \$ 9,880.75 has been appropriated and was available in the treasury at the date of purchase 1-14-2019 and is still available as of 5-15-2019 for the following purchase:

Purchase Order # 2019-1172 Date of Invoice 2-21-2019

Vendor Crest Technical Consultants Description Inspection Services Ymc

Invoice # 131365 Account # 410.000.0148.5611

Stephen M. Cusack
City Auditor

5-15-19
Date

Attachment: Accounting Documents (69-19 : Then and Now-2019 GCI)



Geotechnical Consultants, Inc.
720 Greencrest Dr.
Westerville, Ohio 43081
(614) 895-1400

INVOICE

City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, OH 43068

Invoice Date February 21, 2019
Invoice Number 131365
Customer No: CTYREY
Purchase Order No:
Page 1

In Reference to: 18F22027		City of Reynoldsburg Community Center	Units	Rate	Amount
Contact: Brad McCloud (614) 322-6800					
City of Reynoldsburg Community Center - 1470 Davidson Avenue - Reynoldsburg, Ohio					
✓ 1/14/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00
✓ 1/14/2019	David A. Svoboda	Sr tech, site observations	Hours	6.00	58.00
✓ 1/15/2019	David M Gillespie	Zone 1 Trip Charge	Units	1.00	50.00
✓ 1/15/2019	David M Gillespie	Structural Steel Testing	Hours	4.00	75.00
✓ 1/15/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00
✓ 1/15/2019	David A. Svoboda	Sr tech, site observations	Hours	8.00	58.00
✓ 1/16/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00
✓ 1/16/2019	David A. Svoboda	Sr tech, site observations	Hours	7.00	58.00
✓ 1/17/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00
✓ 1/17/2019	David A. Svoboda	Sr tech, site observations	Hours	4.00	58.00
✓ 1/18/2019	Glenn E McLaughlin	Proj mgr, project management	Hours	0.25	85.00
✓ 1/18/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00
✓ 1/18/2019	David A. Svoboda	Sr tech, site observations	Hours	5.50	58.00
✓ 1/22/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00
✓ 1/22/2019	David A. Svoboda	Sr tech, site observations	Hours	4.00	58.00

Thank you for your business

Please make check payable to "Geotechnical Consultants, Inc."
Terms: NET 30

Attachment: Accounting Documents (69-19 : Then and Now-2019 GCI)



Geotechnical Consultants, Inc.
720 Greencrest Dr.
Westerville, Ohio 43081
(614) 895-1400

City of Reynoldsburg			Invoice Number	131365		
				18F22027		
			Page	2 of 4		
✓ 1/23/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓ 1/23/2019	David A. Svoboda	Sr tech, site observations	Hours	4.00	58.00	232.00
✓ 1/24/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓ 1/24/2019	David A. Svoboda	Sr tech, site observations	Hours	8.00	58.00	464.00
✓ 1/25/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓ 1/25/2019	David A. Svoboda	Sr tech, site observations	Hours	6.00	58.00	348.00
✓ 1/26/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓ 1/26/2019	David A. Svoboda	Sr tech, site observations	Hours	6.00	58.00	348.00
✓ 1/28/2019	David M Gillespie	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓ 1/28/2019	David M Gillespie	Structural Steel Testing	Hours	4.00	75.00	300.00
✓ 1/28/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓ 1/28/2019	David A. Svoboda	Sr tech, site observations	Hours	8.00	58.00	464.00
✓ 1/29/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓ 1/29/2019	David A. Svoboda	Sr tech, site observations	Hours	6.00	58.00	348.00
✓ 1/30/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓ 1/30/2019	David A. Svoboda	Sr tech, site observations	Hours	2.00	58.00	116.00
✓ 2/1/2019	Glenn E McLaughlin	Proj mgr, project management	Hours	0.25	85.00	21.25
✓ 2/2/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓ 2/2/2019	David A. Svoboda	Sr tech, site observations	Hours	4.00	58.00	232.00

Attachment: Accounting Documents (69-19 : Then and Now-2019 GCI)

Thank you for your business

Please make check payable to "Geotechnical Consultants, Inc."
Terms: NET 30



Geotechnical Consultants, Inc.
720 Greencrest Dr.
Westerville, Ohio 43081
(614) 895-1400

Invoice Number

131365

18F22027

City of Reynoldsburg

Page

3 of 4

✓ 2/4/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓ 2/4/2019	David A. Svoboda	Sr tech, site observations	Hours	6.00	58.00	348.00
✓ 2/5/2019	David M Gillespie	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓ 2/5/2019	David M Gillespie	Structural Steel Testing	Hours	4.00	75.00	300.00
✓ 2/5/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓ 2/5/2019	David A. Svoboda	Sr tech, site observations	Hours	7.00	58.00	406.00
✓ 2/6/2019	David A. Svoboda	Sr tech, report writing	Hours	1.50	58.00	87.00
✓ 2/7/2019	Glenn E McLaughlin	Proj mgr, project management	Hours	0.25	85.00	21.25
✓ 2/7/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓ 2/7/2019	David A. Svoboda	Sr tech, site observations	Hours	4.00	58.00	232.00
✓ 2/8/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓ 2/8/2019	David A. Svoboda	Sr tech, site observations	Hours	2.00	58.00	116.00
✓ 2/9/2019		Concrete Test Cylinder	Units	5.00	15.00	75.00
✓ 2/11/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓ 2/11/2019	David A. Svoboda	Sr tech, site observations	Hours	4.00	58.00	232.00
✓ 2/13/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓ 2/13/2019	David A. Svoboda	Sr tech, site observations	Hours	7.00	58.00	406.00
✓ 2/14/2019	David M Gillespie	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓ 2/14/2019	David M Gillespie	Structural Steel Testing	Hours	4.00	75.00	300.00
✓ 2/14/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00

Attachment: Accounting Documents (69-19 : Then and Now-2019 GCI)

Thank you for your business

Please make check payable to "Geotechnical Consultants, Inc."
Terms: NET 30



Geotechnical Consultants, Inc.
 720 Greencrest Dr.
 Westerville, Ohio 43081
 (614) 895-1400

Invoice Number 131365
 18F22027
 Page 4 of 4

City of Reynoldsburg

✓ 2/14/2019	David A. Svoboda	Sr tech, site observations	Hours	4.00	58.00	232.00
✓ 2/15/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓ 2/15/2019	David A. Svoboda	Sr tech, site observations	Hours	4.00	58.00	232.00
✓ 2/16/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓ 2/16/2019	David A. Svoboda	Sr tech, overtime site obs.	Hours	4.00	87.00	348.00

City of Reynoldsburg Community Center

Total Amount Due

9,880.75

BUILDING DIVISION
 P.O. # 2019-112
 VEN # 11319 AMT \$ 9,880.75
 INV # 131365
 APPROVAL [Signature] DATE 5-6-19

Attachment: Accounting Documents (69-19 : Then and Now-2019 GCI)

Thank you for your business

Please make check payable to "Geotechnical Consultants, Inc."
 Terms: NET 30

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 purpose. 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 \$ 4,505.⁰⁰ has been appropriated and was available in the treasury at the date of purchase 2-18-2019 and is still available as of 5-15-2019 for the following purchase:

Purchase Order # 2019-1172 Date of Invoice 3-29-2019

Vendor Geotechnical Consultants Description Inspection Services YMCA

Invoice # 131842 Account # 410.000.0148.5611

Stephen T. Cihak
City Auditor

5-15-19
Date

Attachment: Accounting Documents (69-19 : Then and Now-2019 GCI)

emailed to Sandra 3/29/19
dgoni

11.d.a



Geotechnical Consultants, Inc.
720 Greencrest Dr.
Westerville, Ohio 43081
(614) 895-1400

INVOICE

City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, OH 43068

Received
MAR 29 2019
Reynoldsburg Building Division

Invoice Date March 29, 2019
Invoice Number 131842
Customer No: CTYREY
Purchase Order No:
Page 1

In Reference to: 18F22027		City of Reynoldsburg Community Center		Units	Rate	Amount
Contact: Brad McCloud (614) 322-6800						
City of Reynoldsburg Community Center - 1470 Davidson Avenue - Reynoldsburg, Ohio						
✓ 2/18/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓ 2/18/2019	David A. Svoboda	Sr tech, site observations	Hours	7.00	58.00	406.00
✓ 2/19/2019	David M Gillespie	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓ 2/19/2019	David M Gillespie	Structural Steel Testing	Hours	4.00	75.00	300.00
✓ 2/19/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓ 2/19/2019	David A. Svoboda	Sr tech, site observations	Hours	6.00	58.00	348.00
✓ 2/20/2019	David A. Svoboda	Sr tech, report writing	Hours	2.00	58.00	116.00
✓ 2/21/2019	Glenn E McLaughlin	Proj mgr, project management	Hours	0.25	85.00	21.25
✓ 2/21/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓ 2/21/2019	David A. Svoboda	Sr tech, site observations	Hours	6.00	58.00	348.00
✓ 2/22/2019	Bradley S. Lemity	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓ 2/22/2019	Bradley S. Lemity	Sr tech, site observations	Hours	2.00	58.00	116.00
✓ 2/25/2019	David A. Svoboda	Sr tech, report writing	Hours	2.00	58.00	116.00
✓ 2/26/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00

Thank you for your business

Please make check payable to "Geotechnical Consultants, Inc."
Terms: NET 30

Attachment: Accounting Documents (69-19 : Then and Now-2019 GCI)



Geotechnical Consultants, Inc.
720 Greencrest Dr.
Westerville, Ohio 43081
(614) 895-1400

City of Reynoldsburg		Invoice Number		Page		
		131842		18F22027		
				2 of 3		
✓ 2/26/2019	David A. Svoboda	Sr tech, site observations	Hours	6.00	58.00	348.0
✓ 3/1/2019	David M Gillespie	Zone 1 Trip Charge	Units	1.00	50.00	50.0
✓ 3/1/2019	David M Gillespie	Structural Steel Testing	Hours	4.00	75.00	300.0
✓ 3/8/2019	David M Gillespie	Zone 1 Trip Charge	Units	1.00	50.00	50.0
✓ 3/8/2019	David M Gillespie	Structural Steel Testing	Hours	4.00	75.00	300.0
✓ 3/8/2019	Glenn E McLaughlin	Proj mgr, project management	Hours	0.25	85.00	21.2
✓ 3/11/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.0
✓ 3/11/2019	David A. Svoboda	Sr tech, site observations	Hours	2.00	58.00	116.0
✓ 3/14/2019	Glenn E McLaughlin	Proj mgr, project management	Hours	0.25	85.00	21.2
✓ 3/14/2019	David A. Svoboda	Proj mgr, project management	Hours	2.00	85.00	170.0
✓ 3/15/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.0
✓ 3/15/2019	David A. Svoboda	Sr tech, site observations	Hours	2.00	58.00	116.0
✓ 3/18/2019	David M Gillespie	Zone 1 Trip Charge	Units	1.00	50.00	50.0
✓ 3/18/2019	David M Gillespie	Structural Steel Testing	Hours	4.00	75.00	300.0
✓ 3/20/2019	David A. Svoboda	Sr tech, site observations	Hours	2.00	58.00	116.0
✓ 3/21/2019	Glenn E McLaughlin	Proj mgr, project management	Hours	0.25	85.00	21.2
✓ 3/22/2019	David A. Svoboda	Sr tech, site observations	Hours	3.00	58.00	174.0
✓ 3/26/2019		Grout Prism	Units	8.00	25.00	200.0

City of Reynoldsburg Community Center **Total Amount Due**

4,525.0

Thank you for your business

Please make check payable to "Geotechnical Consultants, Inc."
Terms: NET 30

BUILDING DIVISION
P.O. # 2019-1172
VEN # 11319 AMT \$ 4525.00
INV # 131842
APPROVAL [Signature] DATE 3-26-19

Packet Pg. 321

Attachment: Accounting Documents (69-19 : Then and Now-2019 GCI)

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 purpose. 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 \$ 3,598.75 has been appropriated and was available in the treasury at the date of purchase 3-25-2019 and is still available as of 5-15-2019 for the following purchase:

Purchase Order # 2019-1172 Date of Invoice 4-30-2019

Vendor Geotechnical Consultants Description Inspection Services YMCA

Invoice # 132535 Account # 410.000.0148.5611

Stephen W. Cusick
City Auditor

5-15-19
Date

Attachment: Accounting Documents (69-19 : Then and Now-2019 GCI)

Received

MAY 02 2019



Geotechnical Consultants, Inc.
 720 Greencrest Dr.
 Westerville, Ohio 43081
 (614) 895-1400

Reynoldsburg Building Division**INVOICE**

City of Reynoldsburg
 7232 E. Main Street
 Reynoldsburg, OH 43068

Invoice Date April 30, 2019
 Invoice Number 132535
 Customer No: CTYREY
 Purchase Order No:
 Page 1

In Reference to: 18F22027			City of Reynoldsburg Community Center	Units	Rate	Amount
Contact: Brad McCloud (614) 322-6800						
City of Reynoldsburg Community Center - 1470 Davidson Avenue - Reynoldsburg, Ohio						
✓3/25/2019	David A. Svoboda	Zone 1 Pick-Up Charge	Units	1.00	80.00	80.00
✓3/26/2019	David M Gillespie	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓3/26/2019	David M Gillespie	Structural Steel Testing	Hours	4.00	75.00	300.00
✓3/28/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓3/28/2019	David A. Svoboda	Sr tech, site observations	Hours	3.00	58.00	174.00
✓3/29/2019	David A. Svoboda	Zone 1 Pick-Up Charge	Units	1.00	80.00	80.00
✓4/1/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓4/1/2019	David A. Svoboda	Sr tech, site observations	Hours	4.00	58.00	232.00
✓4/2/2019	David A. Svoboda	Zone 1 Pick-Up Charge	Units	1.00	80.00	80.00
✓4/4/2019	David M Gillespie	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓4/4/2019	David M Gillespie	Structural Steel Testing	Hours	4.00	75.00	300.00
✓4/5/2019	Glenn E McLaughlin	Proj mgr, project management	Hours	0.25	85.00	21.25
✓4/15/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓4/15/2019	David A. Svoboda	Sr tech, site observations	Hours	3.00	58.00	174.00
✓4/16/2019	David M Gillespie	Zone 1 Trip Charge	Units	1.00	50.00	50.00

Thank you for your business

Please make check payable to "Geotechnical Consultants, Inc."
 Terms: NET 30

Attachment: Accounting Documents (69-19 : Then and Now-2019 GCI)



Geotechnical Consultants, Inc.
 720 Greencrest Dr.
 Westerville, Ohio 43081
 (614) 895-1400

Invoice Number 132535
 18F22027
 Page 2 of 2

City of Reynoldsburg

✓ 4/16/2019	David M Gillespie	Structural Steel Testing	Hours	4.00	75.00	300.00
✓ 4/16/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓ 4/16/2019	David A. Svoboda	Sr tech, site observations	Hours	4.00	58.00	232.00
✓ 4/17/2019	Glenn E McLaughlin	Proj mgr, project management	Hours	0.25	85.00	21.25
✓ 4/17/2019	David A. Svoboda	Zone 1 Pick-Up Charge	Units	1.00	80.00	80.00
✓ 4/18/2019	David A. Svoboda	Zone 1 Trip Charge	Units	1.00	50.00	50.00
✓ 4/18/2019	David A. Svoboda	Sr tech, site observations	Hours	6.00	58.00	348.00
✓ 4/19/2019	Glenn E McLaughlin	Proj mgr, project management	Hours	0.25	85.00	21.25
✓ 4/19/2019	David A. Svoboda	Zone 1 Pick-Up Charge	Units	1.00	80.00	80.00
✓ 4/20/2019		Concrete Test Cylinder	Units	45.00	15.00	675.00

City of Reynoldsburg Community Center **Total Amount Due**

3,598.75

BUILDING DIVISION
 P.O. # 11319-1172
 VEN # 11319-1172 AMT \$ 3,598.75
 INV # 132535
 APPROVAL *[Signature]* DATE 5-7-19

Attachment: Accounting Documents (69-19 : Then and Now-2019 GCI)

Thank you for your business

Please make check payable to "Geotechnical Consultants, Inc."
 Terms: NET 30

City Auditor's Office**Stephen Cicak****7232 E. Main Street****Reynoldsburg OHIO 43068****614/322-6858 Phone****ORDINANCE REQUEST****DATE: May 28, 2019****TO: Finance and Administration Committee****RE: A Resolution Adopting the Tax Budget for the City of Reynoldsburg
Ohio, for the Fiscal Year Beginning January 1, 2020****FULL THREE READINGS AND A PUBLIC MEETING
EMERGENCY ADOPTION**

Approval:

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

Emergency/Suspension: Emergency

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

Per ORC must be PASSED and EFFECTIVE before July 20th, 2019

Emergency adoption requested upon third reading.

Public Hearing requested for 7/08/2019 as required.

TABLE OF CONTENTS

	<u>Page</u>
I GENERAL FUND	
GENERAL FUND REVENUE ESTIMATE	1
GENERAL FUND EXPENDITURES ESTIMATE	2
GENERAL FUND EXPENDITURES (CONT.) AND ESTIMATED ENDING FUND BALANCES	3
II OTHER GOVERNMENTAL FUNDS	
POLICE PENSION FUND ESTIMATED REVENUE, EXPENSES, AND FUND BALANCES	4
GENERAL DEBT RETIREMENT FUND ESTIMATED REVENUE, EXPENSES, AND FUND BALANCES	5
III OTHER FUNDS	
ESTIMATED SPECIAL SERVICE, DEBT SERVICE, AND CAPITAL PROJECT FUND BALANCES	6
ESTIMATED PROPRIETARY AND FIDUCIARY FUND BALANCES	7
IV ESTIMATED 2020 PERMANENT IMPROVEMENTS	8
V JUDGEMENTS	9
VI DEBT OUTSTANDING AND DUE FOR 2020	10

FUND NAME: GENERAL FUND
FUND TYPE/CLASSIFICATION: GOVERNMENTAL -- GENERAL

TOTAL REVENUE

DESCRIPTION

	For 2012	For 2013	For 2014	For 2015	For 2016	For 2017	For 2018	For 2019	For 2020
	<u>Actual</u>	<u>Actual</u>	<u>Actual</u>	<u>Actual</u>	<u>Actual</u>	<u>Actual</u>	<u>Actual</u>	<u>Estimate</u>	<u>Estimate</u>

REVENUES

Local Taxes

General Property Tax --- Real Estate	248,410	245,164	247,726	241,271	242,331	247,669	276,717	255,000	265,000
Tangible Personal Property Tax	77	124	12	0	0	0	0	0	0
Municipal Income Tax	10,175,369	10,075,605	10,645,209	12,437,681	11,928,194	13,170,421	14,567,932	16,381,200	16,710,000
Other Local Taxes	524,950	541,963	538,770	585,574	653,667	630,438	586,223	675,000	675,000
Total Local Taxes	10,948,806	10,862,856	11,431,717	13,264,526	12,824,192	14,048,528	15,430,872	17,311,200	17,650,000

Intergovernmental Revenues

State Shared Taxes and Permits

Local Government	858,169	652,308	635,743	693,340	680,014	680,591	715,159	685,000	695,000
Local Government (State Share)	88,051	71,761	70,892	55,707	26,170	9,494	0	5,000	5,000
Estate Tax	471,401	263,113	65,767	8	681	0	0	0	0
Cigarette Tax	1,227	1,259	1,208	1,280	1,160	1,289	1,275	1,200	1,200
License Tax									
Liquor and Beer Permits	48,723	46,545	45,705	46,874	44,087	41,233	45,852	46,000	46,000
Gasoline Tax									
Library and Local Government Support Fund									
Property Tax Allocation - Homestead & Rollback	41,707	40,207	24,530	34,394	34,391	34,543	37,701	35,000	35,000
Other State Shared Taxes and Permits	0	0	0	0	0	0	0	0	0
Total State Shared Taxes and Permits	1,509,278	1,075,193	843,845	831,603	786,503	767,150	799,987	772,200	782,200

Federal Grants or Aid

State Grants or Aid

Other Grants or Aid

Total Intergovernmental Revenues

Special Assessments

Charges For Services

Fines, Licenses, and Permits

Miscellaneous - Interest

Other Financing Sources:

Proceeds from Sale of Debt

Transfers

Advances

Other sources

TOTAL REVENUE

	629,950	630,497	897,066	1,060,463	881,207	1,216,997	1,160,942	1,000,000	1,000,000
TOTAL REVENUE	14,008,320	13,634,251	14,358,020	16,148,664	15,390,272	17,101,346	18,529,144	20,313,600	20,632,400

DESCRIPTION	For 2012 <u>Actual</u>	For 2013 <u>Actual</u>	For 2014 <u>Actual</u>	For 2015 <u>Actual</u>	For 2016 <u>Actual</u>	For 2017 <u>Actual</u>	For 2018 <u>Actual</u>	For 2019 <u>Estimate</u>	For 2020 <u>Estimate</u>
EXPENDITURES									
Security of Persons and Property									
Personal Services	7,344,083	7,460,963	7,848,127	8,063,715	8,450,618	8,432,848	8,953,765	9,405,000	9,687,1
Travel Transportation									
Contractual Services	435,590	403,013	424,307	452,790	449,467	458,678	414,455	769,480	769,4
Supplies and Materials	249,118	261,163	242,060	204,791	204,693	230,819	282,079	493,000	497,9
Capital Outlay	140,205	59,286	190,815	154,327	185,001	195,621	731,821	620,000	300,0
Total Security of Persons and Property	8,168,996	8,184,425	8,705,309	8,675,623	9,289,779	9,317,966	10,382,120	11,287,480	11,254,5
Public Health Services									
Personal Services									
Travel Transportation									
Contractual Services	205,667	212,964	219,428	257,940	271,288	285,500	302,551	320,000	330,0
Supplies and Materials									
Capital Outlay									
Total Public Health Services	205,667	212,964	219,428	257,940	271,288	285,500	302,551	320,000	330,0
Leisure Time Activities									
Personal Services	659,661	657,472	741,676	738,369	823,832	850,466	896,461	1,179,725	1,215,1
Travel Transportation	0	0	0	0	0	0	0	0	0
Contractual Services	198,134	169,922	194,917	348,041	223,652	325,701	392,081	606,210	612,2
Supplies and Materials	81,298	100,377	148,567	132,848	169,486	184,476	219,581	285,035	287,8
Capital Outlay	20,169	24,629	19,994	58,928	263,254	36,310	291,077	84,000	40,0
Total Leisure Time Activities	959,262	952,400	1,105,154	1,278,186	1,480,224	1,396,953	1,799,200	2,154,970	2,155,2
Community Environment									
Personal Services	731,011	787,536	759,307	772,115	812,729	863,654	774,839	949,725	978,2
Travel Transportation		0		0	0	0	0	0	0
Contractual Services	475,324	455,435	470,043	468,472	535,223	559,809	649,743	880,600	737,9
Supplies and Materials	17,267	16,292	15,956	15,155	15,058	18,827	16,033	25,950	26,2
Capital Outlay	191	0	9,950	0	22,382	24,653	0	5,000	0
Total Community Environment	1,223,793	1,259,263	1,255,256	1,255,742	1,385,392	1,466,943	1,440,615	1,861,275	1,742,3
Basic Utility Service									
Personal Services									
Travel Transportation									
Contractual Services									
Supplies and Materials									
Capital Outlay									
Total Basic Utility Services									

<u>DESCRIPTION</u>	<u>For 2012</u> <u>Actual</u>	<u>For 2013</u> <u>Actual</u>	<u>For 2014</u> <u>Actual</u>	<u>For 2015</u> <u>Actual</u>	<u>For 2016</u> <u>Actual</u>	<u>For 2017</u> <u>Actual</u>	<u>For 2018</u> <u>Actual</u>	<u>For 2019</u> <u>Estimate</u>	<u>For 2020</u> <u>Estimate</u>
EXPENDITURES (Continued)									
Transportation									
Personal Services									
Travel Transportation									
Contractual Services									
Supplies and Materials									
Capital Outlay									
Total Transportation									
General Government									
Personal Services	1,878,630	1,751,248	1,944,286	2,155,011	2,259,542	2,258,497	2,430,684	2,622,799	2,701,4
Travel Transportation	0	0	0	0	0	0	0	0	0
Contractual Services	788,706	827,062	964,400	769,461	962,809	989,561	1,119,848	1,619,387	1,635,4
Supplies and Materials	89,540	93,550	99,389	98,906	92,316	100,169	123,608	181,100	182,9
Capital Outlay	24,916	71,565	9,805	40,866	78,359	85,897	291,442	350,600	250,0
Total General Government	2,781,792	2,743,425	3,017,880	3,064,244	3,393,026	3,434,124	3,965,582	4,773,886	4,769,9
Debt Service									
Redemption of Principal									
Interest									
Other Debt Service									
Total Debt Service									
Other Uses of Funds									
Transfers	150,000	250,000		10,000					
Advances									
Contingencies									
Other Uses of Funds									
Total Other Uses of Funds	150,000	250,000	0	10,000	0	0	0	0	0
TOTAL EXPENDITURES	13,489,510	13,602,477	14,303,027	14,741,735	15,819,709	15,901,486	17,890,068	20,397,611	20,252,1
Revenues Over (Under) Expenditures	518,810	31,774	54,993	1,406,929	(429,437)	1,199,860	639,076	(84,011)	380,21
Beginning Cash Fund Balance	3,219,321	3,738,132	3,769,906	3,824,899	5,231,828	4,802,391	6,002,251	6,641,327	6,557,3
Ending Cash Fund Balance	3,738,132	3,769,906	3,824,899	5,231,828	4,802,391	6,002,251	6,641,327	6,557,316	6,937,5
Estimated Encumbrances (outstanding at year end)	329,824	425,682	269,171	403,065	518,275	651,499	1,086,887	400,000	400,0
Estimated Ending Unencumbered Fund Balance	3,408,308	3,344,224	3,555,728	4,828,763	4,284,116	5,350,752	5,554,440	6,157,316	6,537,5
Fund Balance % of expenditures									

Attachment: 20190517135648725 (76-19 : 2020 Tax Budget)

<u>DESCRIPTION</u>	For 2012 Actual	For 2013 Actual	For 2014 Actual	For 2015 Actual	For 2016 Actual	For 2017 Actual	For 2018 Actual	For 2019 Estimate	For 2020 Estimate
REVENUE									
Real Estate & Public Utility Taxes	169,997	166,829	170,706	165,775	165,894	169,513	190,446	185,000	185,000
Tangible Personal Property Tax	4,623	2,377	2,292	1,142	0		0	0	
Trailer Tax	332	343	301	313	365	264	221	400	400
Real Property Tax - Homestead	14,415	17,911	34,517	22,079	22,037	21,993	24,055	20,000	20,000
TOTAL REVENUE	189,367	187,460	207,816	189,309	188,296	191,770	214,722	205,400	205,400
EXPENDITURES									
Police Pension Expenses	192,705	192,743	192,970	162,740	162,761	192,695	162,822	200,000	185,000
TOTAL EXPENDITURES	192,705	192,743	192,970	162,740	162,761	192,695	162,822	200,000	185,000
Revenues Over (Under) Expenditures	(3,338)	(5,283)	14,846	26,569	25,535	(925)	51,900	5,400	20,400
Beginning Cash Fund Balance	28,895	25,557	20,274	35,120	61,689	87,224	86,299	138,199	143,599
Ending Cash Fund Balance	25,557	20,274	35,120	61,689	87,224	86,299	138,199	143,599	163,999
Estimated Encumbrances (outstanding at end of year)	0	0	0	0	0	0	0	0	0
Estimated Ending Unencumbered Fund Balance	25,557	20,274	35,120	61,689	87,224	86,299	138,199	143,599	163,999

Attachment: 20190517135648725 (76-19 : 2020 Tax Budget)

DESCRIPTION	For 2012 Actual	For 2013 Actual	For 2014 Actual	For 2015 Actual	For 2016 Actual	For 2017 Actual	For 2018 Actual	For 2019 Estimate	For 2020 Estimate
REVENUE									
Real Estate & Public Utility Tax									
Tangible Personal Property Tax									
Trailer Tax									
Real Property Tax - Rollback									
Sale of Bonds					35,942		1,447,091		
Sale of Notes									
Operating Transfers	150,000	250,000		0	0				
Operating Transfers - Income Tax	1,695,895	1,679,268	1,774,201	2,072,947	1,988,032	2,017,852	1,986,536	2,692,800	2,746,7
Interest Earned									
Miscellaneous Reimbursements	82724		154200						
TOTAL REVENUE	1,928,619	1,929,268	1,928,401	2,072,947	2,023,974	2,017,852	3,433,627	2,692,800	2,746,7
EXPENDITURES									
Registrar/Agent Fees	77,800	1,000					380240		
Expense of Issue					34320		172002		
G.O. Note - Principal									
G.O. Bond Principal	1,241,626	1,415,520	1,396,084	1,174,296	986,433	1,382,498	1,490,265	1,876,890	1,863,5
G.O. Note - Interest									
G.O. Bond - Interest	587,780	393,842	360,416	324,594	184,872	194,313	528,000	1,236,746	1,191,9
Payment to Refunded Bond Escrow Agent		20,000			311100				
TOTAL EXPENDITURES	1,907,206	1,830,362	1,756,500	1,498,890	1,516,725	1,576,811	2,570,507	3,113,636	3,055,5
Revenues Over (Under) Expenditures	21,413	98,906	171,901	574,057	507,249	441,041	863,120	(420,836)	(308,85
Beginning Cash Fund Balance	106,182	127,595	226,501	398,402	972,459	1,479,708	1,920,749	2,783,869	2,363,0
Ending Cash Fund Balance	127,595	226,501	398,402	972,459	1,479,708	1,920,749	2,783,869	2,363,033	2,054,1
Estimated Encumbrances (outstanding at end of year)	0	0	0	0	0	0	0	0	0
Estimated Ending Unencumbered Fund Balance	127,595	226,501	398,402	972,459	1,479,708	1,920,749	2,783,869	2,363,033	2,054,1

Attachment: 20190517135648725 (76-19 : 2020 Tax Budget)

FUND All Funds Not Listed on Exhibits I or II	Estimated	2020	Available	2020 Expenditures & Encumbrances			Estimated
	Unencumbered	Estimated	For	Personal	Other	Total	Unencumbered
	Fund Balance 01/01/20	Receipt	Expenditure	Services			Fund Balance 12/31/20
GOVERNMENTAL:							
SPECIAL SERVICE:							
Income Tax	3,137,481	795,000	3,932,481	88,879	500,000	588,879	3,343,602
Permissive Tax	883,334	280,000	1,163,334	0	450,000	450,000	713,334
Sewer Capacity	142,787	45,000	187,787	0	45,000	45,000	142,787
Street	1,817,717	1,450,000	3,267,717	667,150	850,000	1,517,150	1,750,567
State Highway	277,430	115,000	392,430		95,000	95,000	297,430
Cops in Schools Grant	0	0	0	0	0	0	0
Cops More	0	0	0	0	0	0	0
G.R.E.A.T. Grant Fund	0	0	0	0	0	0	0
Law Enforcement	98,163	10,000	108,163		45,000	45,000	63,163
Drug Enforcement	47,495	1,000	48,495		1,000	1,000	47,495
Safety Belt Program	4,376	0	4,376		0	0	4,376
DUI Education	15,373	3,000	18,373		2,500	2,500	15,873
Federal Forfeiture	90,705	1,500	92,205		25,000	25,000	67,205
Computerization Needs (court)	173,115	22,000	195,115		12,000	12,000	183,115
Law enforcement Asst Fund	57,122	1,000	58,122		1,000	1,000	57,122
Indigent Drivers Interlock Fund	16,078		16,078			0	16,078
Endowments and Contributions	357,441		357,441			0	357,441
TOTAL SPECIAL REVENUE FUNDS	7,118,617	2,723,500	9,842,117	756,029	2,026,500	2,782,529	7,059,588
DEBT SERVICE FUNDS							
Special Assessment	0	0	0	0	0	0	0
Taylor sq. TIEF debt retirement	290,000	572,000	862,000	0	572,000	572,000	290,000
TOTAL DEBT SERVICE FUNDS	290,000	572,000	862,000	0	572,000	572,000	290,000
CAPITAL PROJECT FUNDS							
Capital Improvements	10,000,000	3,435,000	13,435,000	0	5,120,000	5,120,000	8,315,000
Sidewalk Construction	825,815	40,000	865,815	0	1,000	1,000	864,815
Brice-Main Corridor	0	0	0	0	0	0	0
TOTAL CAPITAL PROJECTS	10,825,815	3,475,000	14,300,815	0	5,121,000	5,121,000	9,179,815

FUND All Funds Not Reported on Exhibits I or II	Estimated Unencumbered Fund Balance 01/01/20	Estimated Receipts 2020	Total Available For Expenditures	2020 Encumbrances and Expenditures			Estimated Unencumbered Fund Balance 12/31/20
				Personal Services	Other	Total	
PROPRIETARY:							
ENTERPRISE FUNDS							
Water	3,050,183	8,000,000	11,050,183	600,000	6,750,000	7,350,000	3,700,18
Sewer	3,397,009	7,200,000	10,597,009	399,534	5,300,000	5,699,534	4,897,47
Utility Deposits	125,463	10,000	135,463	0	10,000	10,000	125,46
Storm Water	1,438,417	1,350,000	2,788,417	315,792	900,000	1,215,792	1,572,62
Solid Waste	687,255	2,000,000	2,687,255		2,000,000	2,000,000	687,25
TOTAL ENTERPRISE FUNDS	8,698,327	18,560,000	27,258,327	1,315,326	14,960,000	16,275,326	10,983,00
FIDUCIARY:							
TRUST AND AGENCY FUNDS							
Arts Commission	0	0	0	0	0	0	
Delinquency Prevention	16,555	0	16,555	0	0	0	16,55
Beautification Commission	0	0	0	0	0	0	
French Creek Footbridge	0	0	0	0	0	0	
Supervision and Inspection	100,000	110,000	210,000	0	65,000	65,000	145,00
Plot Grade and Utility	75,000	50,000	125,000	0	45,000	45,000	80,00
Unclaimed Funds	45,000	5,000	50,000	0	10,900	10,900	39,10
Employee Fund	1,200	750	1,950	0	500	500	1,45
School Ski Club	0	0	0	0	0	0	
Miscellaneous Trust	75,000	350,000	425,000	0	300,000	300,000	125,00
Board of Building Standards	14,157	9,500	23,657	0	7,500	7,500	16,15
Visitors Bureau	0	75,000	75,000	0	75,000	75,000	
Sewer Capacity Charge - Columbus	26,000	35,000	61,000	0	35,000	35,000	26,00
Engineering Fees/Plan Reviews	100,000	35,000	135,000	0	35,000	35,000	100,00
Taylor Square School TIEF	400,000	2,000,000	2,400,000	0	1,800,000	1,800,000	600,00
Brice - Main TIF	25,000	285,000	310,000	0	275,000	275,000	35,00
Kroger Tif	324,000	0	324,000	0	0	0	324,00
Summit Rd Tif #1	5,100	25,000	30,100	0	1,200	1,200	28,90
Taylor Rd Tif #1	167,700	20,000	187,700	0	300	300	187,40
Taylor Rd Tif #2	14,750	1,200	15,950	0	50	50	15,90
TOTAL TRUST AND AGENCY FUNDS	1,389,462	3,001,450	4,390,912	0	2,650,450	2,650,450	1,740,46
TOTAL FOR MEMORANDUM ONLY	10,087,789	21,561,450	31,649,239	1,315,326	17,610,450	18,925,776	12,723,46

Attachment: 20190517135648725 (76-19 : 2020 Tax Budget)

STATEMENT OF PERMANENT IMPROVEMENTS

(Excludes Expenses to be Paid from Bond Issues)

DESCRIPTION	Estimated Cost of Permanent Improvement Equipment	Amount Budgeted 2020	Amount Budgeted 2020	Source Fund
TOTAL	0	0	0	

Attachment: 20190517135648725 (76-19 : 2020 Tax Budget)

PURPOSE OF BONDS
AND NOTES

Authority for
Levy Outside
10 Mill Limit

Date of
Issue

Date
Due

Ordinance/
Resolution

Serial
or Term

Rate of
Interest

Amounts of Bonds
& Notes Outstanding
as of 1/1/2020

Amount Required
for Principal and
Interest 2020

Source Fund to Pay
Debt Payments

INSIDE 10 MILL LIMIT

Taylor Square TIEF	4/26/16	2023	Ord 85-15	S	2.163	2,165,000	571,829	TIEF Fund
Cobblestone/Windsor San. Sewer	05/2001	2021	Ord 124-99	S	3	93,449	61,374	Sewer Fund
Public Safety Building	4/26/16	2025	Ord 85-15	S	2.163	2,330,000	420,398	Debt Retirement
Old Reyn North Waterline	7/1/03	2023	Ord 141-99	S	3.0	95,609	25,544	Water Fund
SR 256 Waterline	12/1/03	2023	Ord 103-00	S	3.0	230,985	61,712	Water Fund
Commercial Corridor Phase II	6/28/05	2022	Ord 53-05	S	0	371,250	123,750	Debt Retirement
Huber Water Line Replacement	2012	2021	Ord 11-12	S	2.49	217,600	112,918	Water Fund
Commercial Corridor Refunding	2012	2023	Ord 80-12	S	1.7	625,000	190,659	Debt Retirement
Commercial Corridor Refunding	2012	2023	Ord 81-12	S	1.7	325,000	81,994	TIF Fund
Commercial Corridor II Partial Refunding	2012	2025	Ord 81-12	S	1.7	3,480,000	684,160	Debt Retirement
2012 Sewer Rehab and Manhole Project	2012	2022	Ord 39-12	S	2.49	114,200	39,944	Sewer Fund
Brice Road Corridor Improvements	2016	2036	Ord 22-13	S	0	895,511	54,273	Debt Retirement
2017 Stormwater Project	2017	2026	Ord 15-17	S	2.26	795,000	122,967	Stormwater Fund
2017 Main St Waterline Replacement	2017	2026	Ord 16-17	S	2.26	1,080,000	169,408	Water Fund
Livinston Ave Improvements	2018	2036	Ord 22-16	S	0	256,314	15,534	Debt Retirement
YMCA Community Center	2018		Ord 62-18	S	3.5	27,530,000	1,566,778	Debt Retirement
TOTAL						40,604,918	4,303,242	

OUTSIDE 10 MILL LIMIT:

TOTAL

0.00 0.00

STATEMENT OF AMOUNTS REQUIRED FOR
PAYMENT OF FINAL JUDGEMENTS

(Section 5705.29, Revised Code)

DESCRIPTION OF JUDGEMENT	AMOUNT OF JUDGEMENT	SOURCE FUND
N/A	N/A	N/A
TOTAL	N/A	

Attachment: 20190517135648725 (76-19 : 2020 Tax Budget)

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

DATE: May 28, 2019

TO: Development, Parks and Recreation Committee

RE: Ordinance Appropriating Funds from Unappropriated General Fund
to an Account in the Parks & Recreation Department

Approval:

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

Requesting sponsorship monies be appropriated into the following accounts:

Tomato Festival Sponsorship:

Service Supply LTD	\$1,000	110.344.5339
Gilbane Building Co.	\$2,500	110.344.5339
CT Consultants	\$2,500	110.344.5339
YMCA	\$ 250	110.344.5339
Brian's Automotive	\$ 250	110.344.5339
Rey Visitors Bureau	\$1,500	110.344.5339
Fairfield National Bank	\$1,000	110.344.5339
Marabar Garden Club	\$ 250	110.340.5213
Kim Ranney Photo	\$1,240	110.340.5215

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

Amended on 5/28/2019 as additional sponsorship monies have been received. Please appropriate into the following accounts within the Parks and Recreation Department:

Heartland Bank	\$4,000	110.344.5339 (Tomato Fest & Comm Events)
Sleep Number	\$ 300	110.340.5215 (Superhero Baseball)
Sleep Number	\$ 500	110.344.5339 (Comm Events)

Development Department

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

ORDINANCE REQUEST

DATE: May 28, 2019

TO: Development, Parks and Recreation Committee

RE: Designating the Reynoldsburg Community Improvement Corporation as an Agency of the City Under Ohio Revised Code Section 1724.10 and Authorizing the Execution of an Agreement and Plan for Industrial, Commercial, Distribution and Research Development.

Approval:

Joe Begeny	Chris Shook	Skipped Stephen Cicak
------------	-------------	--------------------------

This Ordinance is to replace create a Reynoldsburg Community Improvement Corporation, which will be known as the Reynoldsburg Development Alliance. This CIC will serve as an extension of the Development Department, and help with Land-Use Planning, Business Retention, Land Banking, and Community Improvement Projects.

DESIGNATING THE REYNOLDSBURG COMMUNITY IMPROVEMENT CORPORATION AS AN AGENCY OF THE CITY UNDER OHIO REVISED CODE SECTION 1724.10 AND AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PLAN FOR INDUSTRIAL, COMMERCIAL, DISTRIBUTION AND RESEARCH DEVELOPMENT

ORDINANCE ____-19

DESIGNATING THE REYNOLDSBURG COMMUNITY IMPROVEMENT CORPORATION AS AN AGENCY OF THE CITY UNDER OHIO REVISED CODE SECTION 1724.10 AND AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PLAN FOR INDUSTRIAL, COMMERCIAL, DISTRIBUTION AND RESEARCH DEVELOPMENT.

WHEREAS, the Section 13 of Article VIII of the Ohio Constitution provides that, to create and preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, it is in the public interest and a proper public purpose for a municipal corporation, its agencies or instrumentalities, or corporations not for profit designated by such municipal corporation as its agency or instrumentality, to perform the acts and exercise the powers therein provided; and

WHEREAS, pursuant to Chapter 1724, Ohio Revised Code as it may hereinafter be amended (herein called the “Act”), there has been formed a corporation known as “Reynoldsburg Community Improvement Corporation”, a corporation not for profit as recorded on the Records of Incorporation and Miscellaneous Filings of the Secretary of State of the State of Ohio; and

WHEREAS, there are substantial and pressing problems including but not limited to the development and encouragement of industry, commerce, distribution and research within the confines of this City, which problems may best be solved by and with the assistance of said corporation; and

WHEREAS, it is hereby found and determined that the policy of this City is to promote the health, safety, morals and general welfare of its inhabitants through the designation by resolution of a community improvement corporation as the agency of the City for industrial, commercial, distribution and research development in the City; and

WHEREAS, any political subdivision which has designated a community improvement corporation as such agency may enter into an agreement with said corporation to provide any one or more services specified by Chapter 1724, Ohio Revised Code; and

WHEREAS, this Council has determined that it would be in the best interests of the City to approve and authorize the execution of an Agreement and Plan for Industrial, Commercial, Distribution and Research Development (the “*Agreement and Plan*”), all pursuant to Section 1724.10, Ohio Revised Code;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Reynoldsburg, Franklin, Fairfield and Licking Counties, Ohio, that:

Section 1. Designation of the Reynoldsburg Community Improvement Corporation. The Reynoldsburg Community Improvement Corporation is hereby designated as the agency of the City, for the industrial, commercial, distribution and research development of the City of Reynoldsburg, Ohio. The Mayor and Barth R. Cotner, At-Large Member of this Council, are hereby appointed to represent the City as members of the Board of Directors of the Reynoldsburg Community Improvement Corporation.

Section 2. Agreement and Plan of Development. The form of Agreement and Plan for Industrial, Commercial, Distribution and Research Development by and between this City and the Reynoldsburg Community Improvement Corporation, in the form presently on file with the Clerk of Council, is hereby approved and authorized with changes therein not inconsistent with this ordinance and not substantially adverse to this City and which shall be approved by the Mayor and City Auditor. The Mayor and City Auditor, for and in the name of this City, are hereby authorized to execute the Agreement and Plan, provided further that the approval of changes thereto by those officials, and their character as not being substantially adverse to the City, shall be evidenced conclusively by the execution thereof.

Section 3. Open Meetings. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the adoption of this ordinance were taken in an open meeting of this Council or committees, and that all deliberations of this

Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law.

Section 4. Effective Date. This ordinance is declared to be in full force and effect from and after the earliest period allowed by law.

Passed: _____, 2019

Attest:	_____	_____
	Clerk of Council	President of Council
	April Beggerow	Doug Joseph

Approved:	_____	Date: _____, 2019
	Mayor	
	Brad McCloud	

I, April Beggerow, Clerk of Council, City of Reynoldsburg, Ohio, do hereby certify the foregoing to be a true and correct copy of Ordinance No. ____-19 as passed by Council of said City on the ____ day of _____, 2019 and as recorded in the Record of Proceedings of said Council.

April Beggerow, Clerk of Council

Filed with Mayor: _____, 2019	Published: _____, 2019
-------------------------------	------------------------

AGREEMENT AND PLAN FOR INDUSTRIAL, COMMERCIAL, DISTRIBUTION AND RESEARCH DEVELOPMENT

This AGREEMENT AND PLAN FOR INDUSTRIAL, COMMERCIAL, DISTRIBUTION AND RESEARCH DEVELOPMENT (the “*Agreement*”), is being entered into as of the _____ day of _____, 2019, by and between the CITY OF REYNOLDSBURG, OHIO (the “*City*”), a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio (the “*State*”), and the REYNOLDSBURG COMMUNITY IMPROVEMENT CORPORATION (the “*CIC*”), a community improvement corporation organized and existing as a corporation not for profit under the laws of the State.

RECITALS

WHEREAS, the City, by Ordinance No. _____-19 adopted on _____, 2019 and in accordance with Section 1724.10, Ohio Revised Code, has designated the CIC as the agency and instrumentality of the City for the industrial, commercial, distribution and research development of the City and has approved this Agreement and the Plan and authorized the Mayor and the City Auditor of the City to execute this Agreement on behalf of the City; and

WHEREAS, upon the designation of the CIC as the agency and instrumentality of the City for the aforementioned purposes, the CIC, by Resolution No. _____ adopted on _____, 2019, has proposed that the CIC and the City enter into this Agreement pursuant to Section 1724.10, Ohio Revised Code to provide for a plan for industrial, commercial, distribution and research development within the City (the “*Plan*”), all as provided for in Section 1724.10, Ohio Revised Code;

NOW, THEREFORE, the City and the CIC do hereby agree as follows:

Section 1. Plan. The initial Plan shall be to advance, encourage and promote the industrial, commercial, distribution and research development of the City in a manner which:

- a. Creates and preserves jobs and employment opportunities in the City and the State.
- b. Improves the economic welfare of the people of the City and of the State.
- c. Encourages and causes the maintenance, location, relocation, expansion, modernization and equipment of sites, buildings, structures and appurtenant facilities for industrial, commercial, distribution and research activities within the City and thereby preserves, maintains or creates additional opportunities for employment within the City.
- d. Maintains and increases the tax valuation of property within the City in order that tax revenues may be available to provide services for the preservation of public peace, health, safety and general welfare of the City.
- e. Is consistent with social, economic and geographic factors present in the City.
- f. Is not inconsistent with job needs and skills present in the City.

- g. Is not inconsistent with environmental factors present in the City.
- h. Is in accordance with its applicable planning and zoning.

Section 2. Furtherance of the Plan by the CIC. Such initial Plan may be amended and supplemented from time to time by the City and the CIC and to that end, and to the extent as requested by the legislative authority of the City:

a. The CIC shall prepare and maintain a current inventory and catalog of lands, buildings, or other improvements within the City which are or may become available and suitable for the location, relocation, expansion, modernization or conversion of or to industrial, commercial, distribution or research development facilities in furtherance of this Agreement and the Plan and the accomplishment of its purposes. The CIC agrees that it will, from time to time, supplement and amend any such inventory and catalog in order that it may be currently maintained.

b. The CIC shall cause the preparation of an analysis of the social, economic, geographic and other advantages which the City can offer in support of industrial, commercial, distribution or research development in a form suitable for distribution to those which the City and CIC seek to interest in such development in the City.

Section 3. Implementation of the Plan. In furtherance of the Plan, as from time to time amended, the CIC may, to the extent as requested by the legislative authority of the City:

a. As the agency and instrumentality of the City, advance, encourage and promote the maintenance, location, relocation, expansion, modernization and equipment of buildings, structures and appurtenant facilities, and the acquisition of sites therefor for lease or sale by the City or the CIC for industrial, commercial, distribution and research development activities within the City. Any real or personal property, or both, proposed for acquisition, by gift or purchase, construction, improvement or equipment for such purpose is referred to herein as a “*Development Project*”.

b. From time to time, prepare and present to the executive and legislative authorities of the City recommendations for action to be taken in aid of industrial, commercial, distribution and research development in the City. Where appropriate, such recommendations shall include the location, relocation, construction, expansion, modernization, modification or improvement of municipal facilities or services.

c. Upon the request of the Mayor (which may be in lieu of a request of the legislative authority of the City), review any Development Project proposed to be financed by the City pursuant to the authority granted by Article VIII, Section 13, Ohio Constitution and Chapter 165, Ohio Revised Code, to determine whether or not such Development Project is in accordance with this Agreement and the Plan and following such review shall certify to such City its determination.

d. Cause advertising, promotional and educational material to be prepared, printed or otherwise reproduced and distributed and otherwise made available to such extent and in such manner as in the judgment of the CIC will best assist the industrial, commercial, distribution and research development in the City.

e. Contact and solicit any person, firm or corporation (“*Employer*”) which then or in the immediate future is likely to or may be induced to locate, relocate, expand, modify or improve industrial, commercial, distribution or research activities or facilities within the City or which then or in the immediate future threatens to terminate or reduce employment in any such activities or facilities then existing within the City in order to induce said Employer to locate, relocate, expand, modify, improve or maintain its said industrial, commercial, distribution or research activities or facilities in the City.

f. Advance, encourage and promote the establishment, growth and maintenance in the City of industrial, commercial, distribution and research facilities in accordance with and in furtherance of the purposes set forth in Section 1 of this Agreement by:

(i) insuring mortgage payments required by a first mortgage on any industrial, economic, commercial or civic property for which funds have been loaned by any person, corporation, bank or financial or lending institution upon such terms and conditions as the CIC may prescribe.

(ii) incurring debt, mortgaging its property, no matter from what source and by what method acquired, and issuing its obligations for the purpose of acquiring, constructing, improving and equipping buildings, structures and other properties, and acquiring sites therefor, for lease or sale by the CIC, provided that any such debt shall be solely that of the CIC and shall not be secured by the pledge of any moneys received or to be received from the City, the State or any political subdivision thereof.

(iii) making loans to any person, firm, partnership, corporation, joint stock company, association, or trust, and may establish and regulate the terms and conditions with respect to any such loans; provided the CIC shall not approve any application for loan unless and until the person applying for said loan shows that he has applied for the loan through ordinary banking or commercial channels and that the loan has been refused by at least one bank or other financial institution.

(iv) purchasing, receiving, holding, leasing, or otherwise acquiring and selling, conveying, transferring, leasing, subleasing, or otherwise disposing of real and personal property, together with such rights and privileges as maybe incidental and appurtenant thereto and the use thereof, including but not restricted to, any real or personal property acquired by the CIC from time to time in the satisfaction of debts or enforcement of obligations.

(v) acquiring the good will, business, rights, real and personal property, and other assets, or any part thereof, or interest therein, of any persons, firms, partnerships, corporations, joint stock companies, associations, or trusts, and may assume, undertake, or pay the obligations, debts, and liabilities of any such person, firm, partnership, corporation, joint stock company, association, or trust; may acquire improved or unimproved real estate for the purpose of constructing industrial plants or other business establishments thereon or for the purpose of disposing of such real estate to others in whole or in part for the construction of industrial plants other business establishments; and may acquire, construct

or reconstruct, alter, repair, maintain, operate, sell, convey, transfer, lease, sublease, or otherwise dispose of industrial plants or business establishments.

(vi) acquiring, subscribing for, owning, holding, selling, assigning, transferring, mortgaging, pledging, or otherwise disposing of the stock, shares, bonds, debentures, notes, or other securities and evidences of interest in, or indebtedness of, any person, firm, corporation, joint stock company, association, or trust, and while the owner or holder thereof, may exercise all the rights, powers, and privileges of ownership, including the right to vote therein.

(vii) mortgaging, pledging, or otherwise encumbering any property acquired pursuant to the powers contained in paragraphs (iv), (v) or (vi) of this subsection 3(f).

(viii) making application to the Director of the Ohio Development Services Agency of the State for insurance or advance commitments for insurance of mortgage payments required by a first mortgage on any Development Project for which the CIC has loaned its funds or upon which the CIC has borrowed funds, and may make assignments of insured mortgages and provide other forms of security in accordance with the provisions of Section 122.451, Ohio Revised Code.

(ix) soliciting, receiving and using donations or commitments of money or other property of any kind whatsoever from private corporations, firms or organizations.

(x) otherwise exercising any or all of the powers and privileges permitted by, and subject to the limitations of, Section 1724.10, Ohio Revised Code.

g. Sell or to lease any lands or interests in lands owned by the City determined from time to time by the legislative authority of the City not to be required by the City for its purposes, for uses determined by the legislative authority of the City as those that will promote the welfare of the people of the City, stabilize the economy, preserve, maintain or provide employment, and assist in the development of industrial, commercial, distribution and research activities to the benefit of the people of the City and will preserve, maintain or provide additional opportunities for their gainful employment. The legislative authority of the City shall specify the consideration for such sale or lease and any other terms thereof. Any determination made by the legislative authority of the City under this paragraph of this Agreement shall be conclusive. The CIC acting through its officers and on behalf and as agent of the City shall execute the necessary instruments, including deeds conveying the title of the City or leases, to accomplish such sale or lease. Such conveyance or lease shall be made without advertising and receipt of bids. A copy of this Agreement shall be recorded in the office of the county recorder of the County of Franklin, Ohio in which the City is located, prior to the recording of a deed or lease executed pursuant to this Agreement.

Section 4. Miscellaneous.

a. The City may convey to the CIC lands and interest in lands owned by the City and determined by its legislative authority not to be required by the City for its purposes, and that such conveyance of such land or interests in land will promote the welfare of the people of the City, stabilize the economy, provide employment and assist in the development of industrial, commercial, distribution and research activities to the benefit of the people of the City and preserve,

maintain or provide additional opportunities for their gainful employment. The consideration for any such lands and interests in lands so conveyed shall be the fair market value thereof as determined by a qualified appraiser, designated and employed by the City, and confirmed by its legislative authority. The CIC may also, as agency for such development and to the extent requested by the legislative authority of the City, acquire from others additional lands or interests in lands and may convey lands or interests in land provided, however, that any lands or interests in land the CIC may so acquire or convey shall be so acquired or conveyed for uses that will promote the welfare of the people of the City, stabilize the economy, preserve, maintain or provide employment, and assist in the development of industrial, commercial, distribution and research activities required for the people of the City and for their gainful employment. Any conveyance or lease by the City to the CIC shall be made without advertising and receipt of bids. If any lands or interests in lands conveyed by the City to the CIC are sold by the CIC at a price in excess of the consideration received by the City from the CIC therefor, such excess shall be paid to the City after deducting therefrom the following costs to the extent incurred by the CIC; the costs of acquisition and sale by the CIC, taxes, assessments, costs of maintenance, costs of improvements to the land by the CIC, debt service charges of the CIC attributable to such lands or interests, and a reasonable service fee determined by the CIC.

b. The City shall not be required to make any financial contributions to the CIC and nothing in this Agreement and the Plan shall be construed as permitting the CIC to obligate the City except as expressly set forth in this Agreement.

c. All costs of the CIC shall be paid solely from the funds of the CIC and the City need not contribute any moneys to the CIC to meet its costs. In no event shall any moneys raised by taxation be obligated or pledged for the payment of any bonds or other obligations issued or guarantees made pursuant to this Agreement.

d. Not less than two-fifths of the governing board of the CIC shall be comprised of appointed or elected officers of the City or other political subdivision designating the CIC as its agency pursuant to Section 1724.10, Ohio Revised Code.

e. In the event of any voluntary or involuntary dissolution or liquidation of the CIC, or in the event of failure to reinstate the Articles of Incorporation of the CIC after cancellation thereof, any remaining assets of the CIC shall be paid over and distributed as determined by the governing body of the CIC with the approval of the Court of Common Pleas of the County of Franklin, Ohio, to one or more political subdivisions of the State from which on the date of the dissolution, liquidation or cancellation of the Articles of the CIC there exists a designation of the CIC to act as agent for industrial, commercial, distribution and research development, to be used exclusively for designated civic projects or public charitable purposes.

f. The term of this Agreement shall commence on the date of its making and shall continue in effect thereafter except as otherwise provided in this subsection 4(f). Upon the expiration of twelve months after either party shall have given to the other party notice of intention to withdraw from this Agreement, no further actions, agreements, contracts, liabilities or obligations shall be initiated or incurred pursuant to this Agreement, but any action, agreement, contract, liability or obligation which has been commenced, entered into, initiated or incurred prior to the expiration of such twelve month period shall not be affected by such withdrawal and this

Agreement shall remain in full force and effect as to any such action, agreement, contract, liability or obligation and the CIC shall continue as the Agency of the City under this Agreement and the Plan and the designation made by the legislative authority of the City in the ordinance confirming and authorizing this Agreement, as to all such actions, agreements, contracts, liabilities or obligations. Notice of withdrawal shall be given to the City by delivering a copy of such notice to the office by the Clerk of Council of the City and to the CIC by delivering a copy of such notice to the person in charge of its principal office.

g. No provision, term or covenant contained in this Agreement shall be construed as prohibiting or limiting the City from independently exercising any and all powers it may have under the Constitution of the State, Chapter 165, Ohio Revised Code, or any other law.

h. This Agreement may be amended or supplemented from time to time as desired and approved by the legislative authority of the City and the Board of Trustees of the CIC.

i. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same agreement. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

(THIS SPACE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the City and the CIC, by their duly authorized officers, have caused this Agreement to be executed as of the day and year first above written.

REYNOLDSBURG COMMUNITY IMPROVEMENT CORPORATION

By: _____
President

Attest: _____
Secretary

CITY OF REYNOLDSBURG, OHIO

By: _____
Mayor

Attest: _____
City Auditor

Approved as to form and correctness:

Director of Law

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

DATE: May 28, 2019

TO: Finance and Administration Committee

RE: Contract with the Fraternal Order of Police (FOP)
Capital City Lodge #9 JANUARY 1, 2019 THROUGH DECEMBER 31, 2021

Statement of Emergency: Current contract has expired. Request emergency upon third reading.

Approval:

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

Emergency/Suspension: Emergency

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

AUTHORIZATION FOR THE MAYOR TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT WITH THE FRATERNAL ORDER OF POLICE (FOP) CAPITAL CITY LODGE #9 BEGINNING JANUARY 1, 2019 THROUGH DECEMBER 31, 2021.

CONTRACT BETWEEN
THE CITY OF REYNOLDSBURG
AND
THE FRATERNAL ORDER OF POLICE
CAPITAL CITY LODGE #9
JANUARY 1, 2019 THROUGH DECEMBER 31, 2021

Attachment: 2019-2021 FOP Tentative Agreement- Patrol Officers (70-19 : FOP Contract 1/19 - 12/21)

TABLE OF CONTENTS

ARTICLE 1	CONTRACT.....1
Section 1.1	Contract1
Section 1.2	Purpose1
Section 1.3	Legal References.....1
Section 1.4	Sanctity of Contract.....1
Section 1.5	Past Practices..... 1-2
ARTICLE 2	RECOGNITION2
Section 2.1	Recognition2
Section 2.2	Bargaining Unit.....2
ARTICLE 3	LODGE SECURITY.....2
Section 3.1	Dues Deduction..... 2-3
Section 3.2	Fair Share3
Section 3.3	Indemnification3
Section 3.4	Use of Intra-Division Mails and E-Mail.....3
Section 3.5	Ballot Box3
Section 3.6	Bargaining Unit Meetings..... 3-4
Section 3.7	Bulletin Board.....4
Section 3.8	Lodge Business4
ARTICLE 4	NONDISCRIMINATION.....4
Section 4.1	Joint Pledge4
Section 4.2	City Pledge4
Section 4.3	Lodge Pledge.....4
Section 4.4	Interpretation4
ARTICLE 5	GRIEVANCE PROCEDURE4
Section 5.1	Grievance Defined4
Section 5.2	Qualifications5
Section 5.3	Grievance Representatives.....5
Section 5.4	Grievance Procedure..... 5-6
Section 5.5	Time Off for Presenting Grievances.....6
Section 5.6	Time Limits.....6
Section 5.7	Representation in Meetings..... 6-7
Section 5.8	Grievance Form.....7
Section 5.9	Calendar Days7
Section 5.10	Grievance Content.....7
ARTICLE 6	ARBITRATION.....7
Section 6.1	Arbitration Procedure.....7
Section 6.2	Selection of Arbitrator7
Section 6.3	Authority of Arbitrator.....7

Section 6.4	Arbitration Costs	7-8
Section 6.5	Arbitrator's Findings	8
ARTICLE 7	LODGE REPRESENTATION	8
Section 7.1	Lodge Release Time	8
Section 7.2	FOP Delegates.....	8
ARTICLE 8	NO STRIKE/NO LOCKOUT	8
Section 8.1	No Lockout.....	8
Section 8.2	No Strike	8-9
ARTICLE 9	MANAGEMENT RIGHTS	9
Section 9.1	Management Rights	9-10
ARTICLE 10	INTERNAL INVESTIGATIONS, CORRECTIVE ACTIONS	
	DURATION OF RECORDS AND PERSONNEL FILES	10
Section 10.1	Internal Investigations.....	10-12
Section 10.2	Corrective Action.....	12-13
Section 10.3	Departmental Hearings	13
Section 10.4	Appeal From Disciplinary Decision	13-14
Section 10.5	Duration of Records	14
Section 10.6	Request for Removal and/or Destruction	14
Section 10.7	Review of Personnel File	14-15
Section 10.8	Inaccurate Documents.....	15
Section 10.9	Placement of Material in Personnel File.....	15
Section 10.10	Performance Evaluations	15
Section 10.11	Administrative Leave	15
ARTICLE 11	WORK RULES AND DIRECTIVES.....	15
Section 11.1	Notification.....	15
ARTICLE 12	LABOR RELATIONS MEETINGS	15
Section 12.1	Informal Discussions.....	15-16
Section 12.2	Labor Relations Meetings	16
Section 12.3	Release Time.....	16
ARTICLE 13	LAYOFFS, JOB ABOLISHMENT AND REINSTATEMENTS	16
Section 13.1	Layoffs	16
Section 13.2	Job Abolishment	16
Section 13.3	Notice of Action.....	16-17
Section 13.4	Appeals.....	17
Section 13.5	Reinstatement.....	17
ARTICLE 14	MISCELLANEOUS PROVISIONS.....	18
Section 14.1	Equipment	18
Section 14.2	Safe Working Conditions.....	18

Section 14.3	Anti nepotism	18
ARTICLE 15	ASSIGNMENTS AND SENIORITY	19
Section 15.1	Filling of Patrol Assignments	19
Section 15.2	Filling of Non-Patrol Job Assignments	19
Section 15.3	Rotation of Non-Patrol Assignments.....	19-20
Section 15.4	Seniority Defined	20-21
Section 15.5	Seniority List	21
ARTICLE 16	POLITICAL ACTIVITY	21
Section 16.1	Permitted Political Activity	21
ARTICLE 17	PROMOTIONS.....	21
Section 17.1	Promotions to Sergeant	21
Section 17.2	Notice of Examinations.....	21
Section 17.3	Competitive Promotional Examination Components.....	21
Section 17.4	Addition of Seniority Credit	21-22
Section 17.5	Examination Administration.....	22
Section 17.6	Eligible List	22
Section 17.7	Promotional Appointment.....	22
Section 17.8	Continuous Eligibility List.....	22
ARTICLE 18	PAY PLAN	22
Section 18.1	Wages.....	23-23
Section 18.2	Pay Plan Administration	23
Section 18.3	Pay Periods.....	23
Section 18.4	Specific Personnel Actions	23,24
ARTICLE 19	SERVICE CREDIT	24
Section 19.1	Service Credit.....	24-25
ARTICLE 20	SHIFT DIFFERENTIAL	25
Section 20.1	Shift Differential	25
ARTICLE 21	HOURS OF WORK AND OVERTIME.....	25
Section 21.1	Hours of Work	25
Section 21.2	Shift Assignments	25
Section 21.3	Overtime.....	25
Section 21.4	Assignment of Overtime	25-26
Section 21.5	Compensatory Time	26
Section 21.6	Deviation	26
Section 21.7	Call-in-Pay	26-27
Section 21.8	Court Pay.....	27
Section 21.9	Patrol Shift Assignment Exchanges.....	27
Section 21.10	Separation.....	27
Section 21.11	Canine Officer.....	27-28

ARTICLE 22	HOLIDAYS	28
Section 22.1	Paid Holidays	28
Section 22.2	Holiday Pay	28-29
ARTICLE 23	VACATION LEAVE.....	29
Section 23.1	Vacation Hours	29
Section 23.2	Vacation Carry Over	29
Section 23.3	Vacation Conversion.....	29
Section 23.4	Vacation Scheduling	29-30
Section 23.5	Payment of Vacation Upon Separation	30
Section 23.6	Casual Leave	30
ARTICLE 24	SICK LEAVE	30
Section 24.1	Credit.....	30
Section 24.2	Usage	30
Section 24.3	Accumulation	30
Section 24.4	Verification.....	30-31
Section 24.5	Sick Leave Payout.....	31-32
Section 24.6	Annual Sick Leave Conversion	32
Section 24.7	Voluntary Sick Leave Donation Program	32-33
ARTICLE 25	INJURY LEAVE.....	33
Section 25.1	Injury Leave	33-34
ARTICLE 26	OTHER LEAVES OF ABSENCES.....	34
Section 26.1	Military Leave	34
Section 26.2	Jury Duty Leave	34
Section 26.3	Funeral Leave.....	35
Section 26.4	Voting Leave	35
Section 26.5	Examination Leave	35
Section 26.6	Unpaid Leave of Absence.....	35
ARTICLE 27	WORKING OUT OF RANK	35
Section 27.1	Working out of Rank	35
ARTICLE 28	EDUCATIONAL ASSISTANCE PROGRAM.....	35
Section 28.1	Participation	35
Section 28.2	Allowances.....	36
ARTICLE 29	UNIFORMS AND ALLOWANCE.....	36
Section 29.1	Initial Issue	36
Section 29.2	Repair or Replacement of Uniforms.....	36
Section 29.3	Repair or Replacement of Eye Glasses.....	36
Section 29.4	Plain Clothes	36-37
Section 29.5	Dry Cleaning	37

Section 29.6	Clothing/Equipment Schedule	37
ARTICLE 30	SPECIAL DUTY.....	37
Section 30.1	Rate of Pay	37
Section 30.2	Authority	37-38
Section 30.3	Conduct	38
Section 30.4	Administration.....	38-39
ARTICLE 31	INSURANCE.....	39
Section 31.1	Medical Insurance	39
Section 31.2	Life Insurance.....	39
Section 31.3	Dental Coverage.....	39
Section 31.4	Vision Insurance.....	39
Section 31.5	Liability Coverage.....	40
Section 31.6	Premium Contribution	40
ARTICLE 32	NEGOTIATIONS.....	40
Section 32.1	Committees	40
Section 32.2	Good Faith Bargaining.....	40
Section 32.3	Information Furnished.....	40
Section 32.4	Private Meetings.....	40
Section 32.5	Spokesperson	40
Section 32.6	Informal Minutes.....	40
Section 32.7	Proposals	40
Section 32.8	Caucus and Adjournment.....	40
Section 32.9	Release time for Negotiations.....	40-41
Section 32.10	Applicable Law	41
ARTICLE 33	MISCELLANEOUS ECONOMIC PROVISIONS	41
Section 33.1	Travel Allowances	41
Section 33.2	Field Training Officer	41
Section 33.3	Leave Donation.....	41
ARTICLE 34	WAIVER IN CASE OF EMERGENCY.....	41
Section 34.1	Declaration of Emergency	41
Section 34.2	Termination of Emergency	41
ARTICLE 35	FAMILY LEAVE	42
Section 35.1	Family and Medical Leave	42-43
ARTICLE 36	LIGHT DUTY.....	43
Section 36.1	Light Duty	43
ARTICLE 37	DURATION.....	43
Section 37.1	Duration.....	43
Section 37.2	Successor Contract.....	43
Section 37.3	Understanding	44

SIGNATURE PAGE45

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 Fraternal Order of Police, Capital City Lodge #9, (hereinafter referred to as the “Lodge”).

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 Lodge (hereinafter referred to as “member” or “members”), and the Lodge.

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 Lodge 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 Lodge 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 Lodge President, when practicable.

A meeting of the Labor-Management committee to discuss any proposed alterations will be held should the Lodge 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 Lodge is recognized by the City as the exclusive representative for all members identified in the Bargaining unit 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 Unit. There is established one (1) Bargaining unit within this Contract. This Bargaining unit consists of all sworn full-time members of the Reynoldsburg Division of Police (hereinafter referred to as the "Division") who are below the rank of Sergeant. Reference throughout this Contract to member or members shall mean members within the Bargaining unit, unless specified otherwise.

ARTICLE 3 LODGE SECURITY

Section 3.1 Dues Deduction. The City agrees to deduct Lodge membership dues in the amount certified by the Lodge to the City, the first pay period of each month from the pay of any Lodge member requesting the same in writing. The City also agrees to deduct Lodge initiation fees and assessments, in the amount certified by the Lodge to the City, the first pay period of each month, in which such fees and assessments are due, from the pay of any appropriate Lodge member. If a Lodge 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 Lodge member shall sign a payroll deduction form which shall be furnished by the Lodge and presented to the appropriate payroll clerk. The City agrees to furnish to the Financial Secretary of the Lodge, once each calendar month, a warrant in the aggregate amount of the deductions made for that calendar month, together with a listing of the Lodge members for whom deductions were made. Nothing herein shall prohibit Lodge members covered by this Contract from submitting dues directly to the Lodge.

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

The City shall provide the Lodge with additional payroll deductions for the purpose of the Lodge 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. As a consequence of the decision in *Janus v. AFSCME, Council 31, et al.* (decided June 27, 2018), the City and the Lodge have agreed to remove prior provisions pertaining to the payment of fair share fees by non-members; and, the City and the Lodge agree that fair share fees may no longer be deducted from non-members' pay. The City and the Lodge agree further that, in the event there are changes in the law that permit the collection of fees or other financial support from non-members of the Lodge through payroll deduction, the Lodge and the City shall enter into good faith negotiations to address and permit the collection of such fees and/or financial support through payroll deduction.

Section 3.3 Indemnification. The Lodge 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 Lodge shall be permitted to utilize the Intra-Division mail and e-mail systems for the purpose of providing information, pertaining to Lodge business or Bargaining unit representation, to members. The Lodge 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 Lodge business or representation of the bargaining unit. All mail placed into the mail system by the Lodge 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 Lodge'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 Lodge 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 Lodge issues subject to ballot. Such box shall be the property of the Lodge 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 Lodge 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 Meetings. The Lodge 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 Lodge, the City will so notify the requesting party.

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

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

Section 3.8 Lodge Business. The Lodge President, or designee, shall be permitted to transact official Lodge 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 Lodge 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 Lodge, 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 Lodge.

Section 4.3 Lodge Pledge. The Lodge agrees not to interfere with the desire of any member to become and remain a member of the Lodge, or to refrain from Lodge membership. The Lodge 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 Lodge or an aggrieved member. The Lodge 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 Lodge may select two (2) members to process the grievance as the designated representatives of the affected group members.

Any Lodge Grievance must be filed in writing at Step 2 within fourteen calendar days of the occurrence which gave rise to the grievance, or within fourteen (14) calendar days of the date on which the Lodge 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 Lodge, as long as the adjustment is consistent with the terms of this Contract and as long as the Lodge has the opportunity to be present at the adjustment.

Section 5.3 Grievance Representatives. Members of the Bargaining unit shall elect four (4) grievance representatives, one for each shift, one for the non-patrol units and one of whom shall serve as Grievance Chairman for the unit.

The authorized function of a Grievance Representative shall include the attendance at any City and Lodge joint meetings relating to a grievance and the representation of the Lodge 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 Lodge 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 Lodge 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 Lodge'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 Lodge'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 Lodge shall continue to use their jointly developed Grievance Form which shall be provided by the Lodge 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 2 of the Grievance Procedure, still feel that the grievance has not been satisfactorily resolved, he or she may, upon approval of the Lodge President, request that the grievance be heard before an arbitrator. The Lodge, by the Lodge President, must notify the Mayor in writing of the Lodge'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 Lodge President's written notification of the Lodge'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 Lodge 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 Lodge 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 LODGE REPRESENTATION

Section 7.1 Lodge Release Time. Each Grievance Representative shall be released with pay from regular job duties for up to eight (8) hours per calendar year to attend grievance training sessions conducted by or sponsored by the Lodge. Approval for such release time shall be obtained from the Chief or designee and shall not be unreasonably withheld.

Section 7.2 FOP Delegates. Duly elected delegates or alternates to the State and National Conferences of the Fraternal Order of Police 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 Lodge 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 Lodge 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 Lodge and City to avoid strikes and work stoppages and any and all other conduct set forth above in this Section.

- B. The Lodge 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 Lodge, 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 Lodge representation prior to any questioning. During such questioning, the member has the right to be represented by a Lodge representative or a Lodge 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 Lodge representative or Lodge 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 the Deputy Chief, 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 the Deputy Chief or a Lieutenant to conduct. 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 Lodge.
- 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. Every newly hired member will be required to successfully complete an initial probationary period. The initial probationary period shall be twelve (12) months from the date of hire. A newly hired probationary member may be suspended or terminated at any time during the initial probationary period for unsatisfactory service and shall have no right to appeal the suspension or termination under Article 5 and 6 of this Contract. Any such removal or suspension shall be subject to the provisions of Section 10.2(A).

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 Mayor or his designee 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 Lodge attorney or representative.

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

A Member who is charged, or his or her Lodge 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 Mayor or his designee.

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 Lodge attorney or Lodge 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 Lodge Attorney or Lodge 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 Lodge 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.

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 Lodge 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 Lodge 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 Lodge 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 Lodge may have up to five (5) 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 Lodge 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 practicable, one Lodge 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 a request must be made 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 Bargaining unit, 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. A member whose position is to be abolished may first fill any available vacancy in the Police Officer rank and so on down until the youngest member in point of service has been reached, who shall be laid off.

It is understood that a Sergeant who is displaced due to a layoff may fill any available vacancy in the bargaining unit; if no such vacancy exists, the Sergeant may displace the least senior Police Officer. If a Sergeant returns to a Police Officer position, no seniority credit shall be given to him or her for time spent in any position outside the bargaining unit; however, such individual shall be credited with any seniority the individual had as a Police Officer prior to leaving the bargaining unit.

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 Lodge 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 Lodge. 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.

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 who enter into a relationship with another employee of the police department that falls within the definition of a family member set forth above shall not be assigned to the same shift as the family member when those family members would be placed in a supervisor/subordinate relationship if working on the same shift. If such a relationship occurs, the two employees will decide who will move to another shift. If the employees cannot or refuse to decide, the employee who changes shifts will be decided by a coin toss.

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. Once a member has completed eighteen (18) months of continuous service, he or she shall be eligible to participate in the annual bidding for Patrol assignments to be able to participate in any interim bidding for Patrol assignments, a member must have participated in one (1) annual bidding process for Patrol assignments. 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. An opening is defined as any assignment which was posted annually between November 1 and November 15. The interim process shall be initiated by the posting of the available Patrol assignment, with members being given five (5) 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 on a date that meets operational needs. The interim bidding process shall not apply to any subsequent opening which would occur as a result of this procedure being used to fill the first opening.

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. The Chief shall appoint two sergeants and a lieutenant or deputy chief to interview all candidates who meet the minimum qualifications for the assignment. The interview panel shall present to the Chief the top three (3) candidates based on the criteria set forth in this paragraph. Skill, ability, work record and seniority shall be the criteria for selection of an applicant to fill a job assignment vacancy. The Chief shall appoint one of the three (3) members from the list prepared by the interview panel. For any Non-Patrol assignment, an applicant must have a minimum of three (3) years of continuous service with the City of Reynoldsburg.

Section 15.3 Rotation of Non-Patrol Assignments. Non-patrol assignments filled in accordance with section 15.2 are subject to rotation as set forth herein unless the Chief determines an assignment should be exempt from a term limit due to the operational needs of the department.

The posting for a non-patrol assignment under section 15.2 shall include the term of the assignment for the successful candidate. The term for such an assignment must be for a minimum of three (3) years from the date of appointment. The Chief may, in his sole discretion, set a term limit of more than three (3) years but not less than three (3) years. Members who have served one complete term in a non-patrol assignment may bid on a second consecutive term for the same assignment. At the end of the second appointment, the member may be allowed to apply for additional assignments if no other members have applied for the non-patrol assignment.

Employees serving in a specialized assignment at the time of the execution of this agreement shall be permitted to remain in such assignment for five (5) years beginning January 1, 2020. Thereafter, these members can apply for a second consecutive assignment subject to the above paragraph. Notwithstanding section 15.2, the member (current incumbent) shall be appointed to the second consecutive term if he/she is the most qualified candidate.

The Chief may extend a non-patrol assignment that is scheduled to end if he determines such extension is necessary due to operational reasons.

Nothing in this Article shall be construed to prohibit the Chief from removing a member from a specialized assignment before the end of a term if the assignment is eliminated or based on performance of the member.

Section 15.4 Seniority Defined. Seniority shall be defined as follows:

- A. For Police Officers, seniority shall be the member's length of continuous service as a full-time Police Officer with the Division.
- 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 15.5 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 Lodge Political Screening Committee which supports partisan activity. A member may serve on the Lodge political screening committee or take such other action, at the direction of the Lodge, 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 Sergeant. Promotions to the rank of sergeant shall occur from a competitive promotional examination open to members of the police department who have attained at least sixty (60) months as a sworn Police Officer for the City of Reynoldsburg as of the date the written examination. 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.

Section 17.2 Notice of Examinations. The Civil Service Commission shall give notice of promotional examinations for the rank of Sergeant by posting of bulletins in conspicuous places in the Division. Such notice shall be given not less than sixty (60) calendar days prior to the date of the written examination. 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 written examination. At least three (3) copies of the resource material shall be available at the Division at the time of posting of the written examination notice solely for the members who have submitted applications for promotional consideration.

Section 17.3 Competitive Promotional Examination Components. The competitive examination for Sergeant shall have two components, a closed book, multiple choice written examination comprising 50% of the total score and an oral board comprising 50% of the total score. In order to proceed to the oral board, a member must receive a minimum passing score of 70% on the written examination. The oral board shall be held within sixty (60) days of the written examination.

Section 17.4 Addition of Seniority Credit. When the entire examination has been completed and graded, seniority credit 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 Police Officer 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 written examination and to insure that the promotional examination is valid under applicable testing standards.

All assessors who participate in the oral board component shall be from comparable police agencies in Ohio and shall be sworn police officers of the rank of Sergeant 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 from the date it is transmitted to the Mayor.

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.

Section 17.8 Continuous Eligible List. The City shall make every reasonable effort to schedule examinations so that an eligible list is continuously in existence for the rank of Sergeant.

ARTICLE 18 PAY PLAN

Section 18.1 Wages.

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

EFFECTIVE JANUARY 1, 2019– 3% Increase						
Class Title	Pay Period	Step 1	Step 2	Step 3	Step 4	Step 5
Police Officer	Hourly	\$28.28	\$31.04	\$35.65	\$39.71	\$44.54
	Bi-weekly	\$2,262.40	\$2,483.20	\$2,852.00	\$3,176.80	\$3,563.20
	Annually	\$58,822.40	\$64,563.20	\$74,152.00	\$82,596.80	\$92,643.20

EFFECTIVE JANUARY 1, 2020 – 3% Increase						
Class Title	Pay Period	Step 1	Step 2	Step 3	Step 4	Step 5
Police Officer	Hourly	\$29.13	\$31.97	\$36.72	\$40.90	\$45.88
	Bi-weekly	\$2,330.40	\$2,557.60	\$2,937.60	\$3,272.00	\$3,670.40
	Annually	\$60,590.40	\$66,497.60	\$76,377.60	\$85,072.00	\$95,430.40

EFFECTIVE JANUARY 1, 2021– 3% Increase						
Class Title	Pay Period	Step 1	Step 2	Step 3	Step 4	Step 5
Police	Hourly					

Officer		\$30.00	\$32.93	\$37.82	\$42.13	\$47.26
	Bi-weekly	\$2,400.00	\$2,634.40	\$3,025.60	\$3,370.40	\$3,780.80
	Annually	\$62,400.00	\$68,494.40	\$78,665.60	\$87,630.40	\$98,300.80

Section 18.2 Pay Plan Administration.

As to Police Officers, Step 1 shall be the rate of pay for original appointment. After completion of the first (1st) year of service, which service shall constitute the initial probationary period, the Member shall be advanced to Step 2. After completion of two (2) years of service from date of original appointment, the member shall be advanced to Step 3. After completion of three (3) years of service from the date of original appointment, the member shall be advanced to Step 4. After completion of four (4) years of service from the date of original appointment, the Member shall be advanced to Step 5.

Section 18.3 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 18.4 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 or she 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.

- E. Demotion of Sergeant If a Sergeant, through voluntary or involuntary demotion, returns to the bargaining unit, this individual shall be assigned to a vacant patrol assignment, with no ability to displace any member from his or her current assignment. Upon return to the bargaining unit, this individual shall not be given seniority credit for time outside the bargaining unit; however, this individual shall be credited with any seniority he or she had when the individual left a position in the bargaining unit. This individual's pay shall be based upon his or her seniority in the bargaining unit. The demotion of a Sergeant does not allow the City to put in place any layoff or job abolishment action within the bargaining unit.

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, 2016
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.

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, 2016	\$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 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 Assignment of Overtime. The following provisions apply to the assignment of overtime for members:

When an overtime assignment (defined by the number of posted hours) is first known to exist that is at least ten (10) or more days prior to the assignment, notice of its availability shall be communicated to all eligible officers. On the next regular working day that the Chief or designee, serving as Scheduler, works, the overtime assignment will be awarded to the most senior member who indicates interest by a return communication, provided that a member's working the overtime assignment will not result in an adjustment to his or her regularly assigned shift.

When an overtime assignment first becomes known to exist that is less than ten (10) days prior to the assignment, notice shall be communicated to all eligible officers. On the next regular work day that the Chief, or designee, serving as Scheduler, works, the overtime assignment will be awarded on a first come, first selected basis. Seniority will have no deciding factor in the selection of a member volunteering for the overtime. A double shift and or schedule adjustments may be considered by the Scheduler.

When no member volunteers to fill an overtime assignment as outlined above, the Chief, or designee, serving as Scheduler, may fill the overtime assignment by ordering a member to work the overtime. Except in exigent circumstances, no overtime assignment shall be given to a member, or mandated, which would require the member to work a full double shift or schedule adjustment in order to perform the overtime assignment.

Section 21.5 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 supervisor or command officer. Approval shall be granted, 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 sixty-four hours at any one time. 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 the sixty-four (64) hour accrual. 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 21.6 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 21.7 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. Effective April 1, 2019, detectives required to be on call shall receive 1 hour of vacation leave for each day on call and 1.5 hours of vacation leave for each holiday on call.

Section 21.8 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 the 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 21.9 Patrol Shift Assignment Exchanges. Any two members of the same rank in Patrol assignments may mutually request the Chief that they be permitted to exchange their assigned shifts for any period of time during a calendar year. The members must notify the Chief of their requested exchange prior to the effective date of the exchange and provide notification to the Chief of the duration of the requested exchange. Such request may be approved at the discretion of the Chief. Any such approval does not constitute a past practice. The Chief's decision may be grieved, but is not subject to arbitration under the provisions of Article 6 of the Contract. If the exchange is approved, the members shall be considered to have changed shifts and receive the rate of regular pay applicable to the exchanged shifts.

Section 21.10 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.

Section 21.11 Canine Officer. The canine officer will be responsible for the care and maintenance of the assigned canine in accordance with Department policy. The City will provide all food, equipment, insurance and veterinary services for the canine.

To compensate the canine officer for the time spent in the care and maintenance of the canine, the Chief will decide, on a month to month basis, whether the canine officer will work a schedule of 7.25 hours five days per week but be compensated for eight hours per day or an eight hour shift five days per week. If the canine officer works eight hours shifts, he shall be paid an additional 3.5 hours at the overtime rate for such work week. The canine officer shall not be entitled to this additional pay if the officer is off work and the canine is boarded outside the officer's home.

The canine officers may be required to flex their shifts based on the operational needs of the Department.

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 a 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. Effective January 1, 2011, 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 at least four hundred eighty (480) hours of sick leave as of December 31 may convert up to sixteen (16) hours of sick leave to vacation leave or a cash payment. A member must give notification to convert by January 15 of the following calendar year. The payment shall be made February 15 of that year.

Section 24.7. Voluntary Sick Leave Donation Program. Effective January 1, 2013, the following voluntary leave donation program is established:

- A. A member may donate paid sick leave to a fellow member in order to assist a member in critical need of leave due to serious illness or injury of the member, the member's spouse and/or the member's immediate family member.
- B. A serious illness or injury for purposes of this program is defined as a serious illness or injury which qualifies as a serious health condition under the Family Medical Leave Act.
- C. A member may donate sick leave earned from the City if the donating member:

- (1) Voluntarily elects to donate sick leave and does so with the understanding that donated sick leave will not be returned since the sick leave is donated on an as needed basis;
 - (2) Donates a minimum of four (4) sick leave hours;
 - (3) Retains a combined sick leave balance of at least two hundred (200) hours of sick leave from the City; and
 - (4) Does not donate more than two hundred (200) hours of sick leave in one (1) calendar year.
- D. For a member to receive donated leave, up to eighty (80) hours each pay period, the following conditions apply:
- (1) Has a serious illness or injury, as previously defined, or has a spouse or immediate family member with a serious illness or injury, as previously defined, and provides written documentation from his or her health care provider certifying the serious illness or injury;
 - (2) Has no sick leave and/or compensatory leave balances and has exhausted all vacation leave, except that a member may reserve up to forty (40) hours of vacation leave;
 - (3) Has applied for any paid leave and/or workers' compensation benefits program for which the member is eligible, provided that a member who has applied for these programs may use donated leave to satisfy the waiting period for such benefits;
 - (4) After the waiting period for the workers' compensation program has expired, donated leave may be used to supplement up to forty percent (40%) of the member's regular bi-weekly pay. The member may not receive more than he or she would have received in a regular pay period from workers' compensation benefits and leave donation, less applicable deductions. If the member is not eligible to receive workers' compensation benefits, the member may not receive more than he or she would have earned in a regular pay period from leave donations, less applicable deductions. No reimbursement for any overtime that the member may otherwise have earned is to be made to the member.
 - (5) A member who wishes to donate sick leave must agree to the above conditions and complete a City Donor Application Form. This form shall be available in the Chief's office. Subject to the Chief's Approval, the form shall be forwarded to the Director of Human Resources for processing.
 - (6) The donation of sick leave under this program shall occur on a strictly volunteer basis. With the permission of the member who is in need of leave, the Human Resources Director may inform members of a member's need for leave.
- E. The leave donation program shall be administered on a pay-by-pay basis. Members using donated leave shall be considered on active pay status, but shall not accrue vacation leave, sick leave or holiday pay. Members shall be entitled to other benefits under the collective bargaining agreement.
- F. Donated leave shall not count towards completion of a member's initial probation period, if received during his or her initial probationary period.

- G. Donated leave shall be considered sick leave, but shall not be converted into a cash benefit.
- H. Eligibility to receive donated leave shall cease upon any of the following occurrences:
 - (1) Certification from the member's health care provider that the serious health condition which necessitated the leave donation is no longer applicable;
 - (2) A member's application for service or disability retirement is approved;
 - (3) Death of the member; or
 - (4) Exhaustion of all available leave in the leave bank.

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 injury leave under this Article, an employee may be permitted or required to work light duty.

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 two (2) hours or more in a workday, shall be paid at the rate of pay equal to that paid to sergeants 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:

Effective January 1, 2012, for approved courses earning college credit, a maximum of three thousand five hundred dollars (\$3,500.00) 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.

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. Effective January 1, 2013, 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). 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. Special duty assignments posted on a monthly basis shall be offered to members who sign up by seniority. Special duty assignments made available on other than a monthly basis will be available to members on a first come basis. The current assignment policy shall be used, as provided in General Order 22.3.4 as of September 1, 2011. 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 provide- hospitalization, surgical, major medical and drug participation coverage for bargaining unit employees on the same basis as these benefits are offered to non-bargaining unit employees of the City, including any opt out payments.

Effective January 1, 2019, the City shall contribute to the health savings account of each member. Sixty-six percent (66%) 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.

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 \$100,000, with double indemnity for accidental death.

Section 31.3 Dental Coverage. Dental insurance coverage shall be provided by the City on the same basis as this benefit is provided to non-bargaining unit employees of the City.

Section 31.4 Vision Insurance. Vision insurance coverage shall be provided by the City on the same basis as this benefit is provided to non-bargaining unit employees of the City.

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, 2019, each member shall contribute 12% of the premium. Premium contribution for dental and vision coverage shall remain at 7% for the duration of this agreement.

ARTICLE 32 NEGOTIATIONS

Section 32.1 Committees. The Lodge and the City have the right to select their own Negotiations Committee 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. The Lodge and the City shall determine the timing of the presentation of the respective proposals. 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. Members of the Lodge Negotiating Committee 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. Members who attend negotiation sessions with the City on their off duty hours shall be entitled to two hours of vacation leave for each such meeting. If negotiations end prior to the last thirty (30) minutes of a released member's scheduled quitting time, the released member shall report to his/her supervisor for duty.

Section 32.10 Applicable Law. The City and the Lodge 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, 2012, this pay differential shall be \$2.50 per hours.

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 Lodge 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 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, 2019 except where otherwise indicated, and remain in full force and effect through December 31, 2021.

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.

SIGNATURE PAGE

Signed and dated this _____ day of _____, 2019.

FOR THE CITY OF REYNOLDSBURG**FOR THE FRATERNAL ORDER OF
POLICE, CAPITAL CITY LODGE #9**

Brad McCloud, Mayor

Keith Ferrell, Lodge President

David Plesich, Chief of Police
Service/Safety Department

Officer Ryan Kiser
FOP Team Member

James Hood, City Attorney

Officer Katherine Mielke,
FOP Team Member

Marc A. Fishel, Labor Counsel

Officer Michael Loyszcyk,
FOP Team Member

Officer Kevin McCrady,
FOP Team Member

Bryan Toth, Lodge Liaison

Ronald H. Snyder, Lodge Attorney

Attachment: 2019-2021 FOP Tentative Agreement- Patrol Officers (70-19 : FOP Contract 1/19 - 12/21)

Human Resources Dept.**Sandra Boller****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6868 Phone****ORDINANCE REQUEST****DATE: May 28, 2019****TO: Finance and Administration Committee****RE: Collective Bargaining Agreement with the Ohio Patrolmen's
Benevolent Association from January 1, 2019 Thru December 31,
2021**Statement of emergency: Current contract has expired. Request adoption
as emergency upon third read.

Approval:

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

Emergency/Suspension: Emergency

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

AUTHORIZATION FOR THE MAYOR TO ENTER INTO A COLLECTIVE BARGAINING
 AGREEMENT WITH THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
 BEGINNING JANUARY 1, 2019 THROUGH DECEMBER 31, 2021.

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

JANUARY 1, 2019 THROUGH DECEMBER 31, 2021

TABLE OF CONTENTS

ARTICLE 1	CONTRACT	1
Section 1.1	Contract	1
Section 1.2	Purpose	1
Section 1.3	Legal References	1
Section 1.4	Sanctity of Contract	1
Section 1.5	Past Practices	1
ARTICLE 2	RECOGNITION	2
Section 2.1	Recognition	2
Section 2.2	Bargaining Unit	2
ARTICLE 3	OPBA SECURITY	2
Section 3.1	Dues Deduction	2
Section 3.2	Fair Share Fee	3
Section 3.3	Indemnification	3
Section 3.4	Use of Intra-Division Mails and E-Mail	3
Section 3.5	Ballot Box	3
Section 3.6	Bargaining Unit	4
Section 3.7	Bulletin Board	4
Section 3.8	OPBA Business	4
ARTICLE 4	NONDISCRIMINATION	4
Section 4.1	Joint Pledge	4
Section 4.2	City Pledge	4
Section 4.3	OPBA Pledge	4
Section 4.4	Interpretation	5
ARTICLE 5	GRIEVANCE PROCEDURE	5
Section 5.1	Grievance Defined	5
Section 5.2	Qualifications	5
Section 5.3	Grievance Representatives	5
Section 5.4	Grievance Procedure	5
Section 5.5	Time Off for Presenting Grievances	6
Section 5.6	Time Limits	6
Section 5.7	Representation in Meetings	6
Section 5.8	Grievance Form	7
Section 5.9	Calendar Days	7
Section 5.10	Grievance Content	7
ARTICLE 6	ARBITRATION	7
Section 6.1	Arbitration Procedure	7
Section 6.2	Selection of Arbitrator	7
Section 6.3	Authority of Arbitrator	7
Section 6.4	Arbitration Costs	7
Section 6.5	Arbitrator's Findings	8

ARTICLE 7	OPBA REPRESENTATION	8
Section 7.1	OPBA Release Time.....	8
Section 7.2	OPBA Delegates.....	8
ARTICLE 8	NO STRIKE/NO LOCKOUT	8
Section 8.1	No Lockout.....	8
Section 8.2	No Strike.....	8
ARTICLE 9	MANAGEMENT RIGHTS	9
Section 9.1	Management Rights.....	9
ARTICLE 10	INTERNAL INVESTIGATIONS, CORRECTIVE ACTIONS	
	DURATION OF RECORDS AND PERSONNEL FILES.....	10
Section 10.1	Internal Investigations	10
Section 10.2	Correction Action	12
Section 10.3	Departmental Hearings	13
Section 10.4	Appeal From Disciplinary Decision	13
Section 10.5	Duration of Records	13
Section 10.6	Request for Removal and/or Destruction	14
Section 10.7	Review of Personnel File.....	14
Section 10.8	Inaccurate Documents	14
Section 10.9	Placement of Material in Personnel File.....	15
Section 10.10	Performance Evaluation	15
Section 10.11	Administrative Leave	15
ARTICLE 11	WORK RULES AN DIRECTIVES	15
Section 11.1	Notification.....	15
ARTICLE 12	LABOR RELATIONS MEETINGS	15
Section 12.1	Informal Discussions	15
Section 12.2	Labor Relations Meetings.....	15
Section 12.3	Release Time	15
ARTICLE 13	LAYOFFS, JOB ABOLISHMENT AND REINSTATEMENTS.....	16
Section 13.1	Layoffs.....	16
Section 13.2	Job Abolishment	16
Section 13.3	Notice of Action	16
Section 13.4	Appeals.....	16
Section 13.5	Reinstatement	17
ARTICLE 14	MISCELLANEOUS PROVISIONS	
Section 14.1	Equipment.....	17
Section 14.2	Safe Working Conditions	17
Section 14.3	Anti-nepotism	17
ARTICLE 15	ASSIGNMENTS AND SENIORITY	18
Section 15.1	Filling of Patrol Assignments	18
Section 15.2	Filling of Non-Patrol job Assignments.....	18

Section 15.3	Seniority Defined	19
Section 15.4	Seniority List.....	19
ARTICLE 16	POLITICAL ACTIVITY	20
Section 16.1	Permitted Political Activity.....	20
ARTICLE 17	PROMOTIONS.....	20
Section 17.1	Promotions to Lieutenant	20
Section 17.2	Notice of Examinations.....	20
Section 17.3	Competitive Promotional Examination Components	20
Section 17.4	Addition to Seniority Credit.....	20
Section 17.5	Examination Administration	21
Section 17.6	Eligible List.....	21
Section 17.7	Promotional Appointment.....	21
ARTICLE 18	PAY PLAN	21
Section 18.1	Wages.....	21
Section 18.2	Retirement Pickup.....	22
Section 18.3	Pay Plan Administration	22
Section 18.4	Pay Periods.....	23
Section 18.5	Specific Personnel Actions	23
ARTICLE 19	SERVICE CREDIT	24
Section 19.1	Service Credit.....	24
ARTICLE 20	SHIFT DIFFERENTIAL	23
Section 20.1	Shift Differential	23
ARTICLE 21	HOURS OF WORK AND OVERTIME	24
Section 21.1	Hours of Work	24
Section 21.2	Shift Assignments	24
Section 21.3	Overtime	25
Section 21.4	Compensatory Time	25
Section 21.5	Deviation.....	25
Section 21.6	Call-in Pay	25
Section 21.7	Court Pay	25
Section 21.8	Separation	26
ARTICLE 22	HOLIDAYS	26
Section 22.1	Paid Holidays	26
Section 22.2	Holiday Pay.....	26
ARTICLE 23	VACATION LEAVE	27
Section 23.1	Vacation Hours	27
Section 23.2	Vacation Carry Over	27
Section 23.3	Vacation Conversion.....	27
Section 23.4	Vacation Scheduling	27
Section 23.5	Payment of Vacation Upon Separation	27
Section 23.6	Casual Leave	27

ARTICLE 24	SICK LEAVE	28
Section 24.1	Credit	28
Section 24.2	Usage	28
Section 24.3	Accumulation	28
Section 24.4	Verification.....	28
Section 24.5	Sick Leave Payout	29
Section 24.6	Annual Sick Leave Conversion	39
ARTICLE 25	INJURY LEAVE	30
Section 25.1	Injury Leave	30
ARTICLE 26	OTHER LEAVES OF ABSENCES	30
Section 26.1	Military Leave	30
Section 26.2	Jury Duty Leave	30
Section 26.3	Funeral Leave	31
Section 26.4	Voting Leave	31
Section 26.5	Examination Leave.....	31
Section 26.6	Unpaid Leave of Absence	31
ARTICLE 27	WORKING OUT OF RANK	31
Section 27.1	Working out of Rank.....	31
ARTICLE 28	EDUCATIONAL ASSISTANCE PROGRAM	31
Section 28.1	Participation.....	31
Section 28.2	Allowances	32
ARTICLE 29	UNIFORMS AND ALLOWANCE	32
Section 29.1	Initial Issue	32
Section 29.2	Repair or Replacement of Uniforms.....	32
Section 29.3	Repair or Replacement of Eye Glasses	32
Section 29.4	Plain Clothes.....	33
Section 29.5	Dry Cleaning	33
Section 29.6	Clothing/Equipment Schedule.....	33
ARTICLE 30	SPECIAL DUTY	33
Section 30.1	Rate of Pay	34
Section 30.2	Authority	34
Section 30.3	Conduct	34
Section 30.4	Administration.....	34
ARTICLE 31	INSURANCE	35
Section 31.1	Medical Assistance.....	35
Section 31.2	Life Insurance.....	36
Section 31.3	Dental Coverage	36
Section 31.4	Vision Insurance.....	36
Section 31.5	Liability Coverage	36
Section 31.6	Premium Contribution.....	36
Section 31.7	Prescription Drug Co-Pay.....	36
ARTICLE 32	NEGOTIATIONS.....	36
Section 32.1	Committees.....	36
Section 32.2	Good Faith Bargaining	36
Section 32.3	Information Furnished	37
Section 32.4	Private Meetings.....	37

Section 32.5	Spokesperson.....	37
Section 32.6	Informal Minutes	37
Section 32.7	Proposals	37
Section 32.8	Caucus and Adjournment	37
Section 32.9	Release Time for Negotiations	37
Section 32.10	Applicable Law	37
ARTICLE 33	MISCELLANEOUS ECONOMIC PROVISIONS	37
Section 33.1	Travel Allowances.....	37
Section 33.2	Field Training Officer	37
Section 33.3	Leave Donation	37
ARTICLE 34	WAIVER IN CASE OF EMERGENCY	38
Section 34.1	Declaration of Emergency.....	38
Section 34.2	Termination of Emergency.....	38
ARTICLE 35	FAMILY LEAVE	38
Section 35.1	Family and Medical Leave	38
ARTICLE 36	LIGHT DUTY.....	39
Section 36.1	Light Duty	39
ARTICLE 37	DURATION	40
Section 37.1	Duration.....	40
Section 37.2	Successor Contract	40
Section 37.3	Understanding	40
SIGNATURE PAGE		41

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 ranks of Sergeant and Lieutenant.

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 3.3 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 the Deputy Chief, Sergeant or Lieutenant to 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 the Deputy Chief or a Lieutenant to conduct the investigation. 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 Mayor or his designee 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 Lodge attorney or representative.

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

A Member who is charged, or his or her Lodge 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 Mayor or his designee.

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 ~~of~~ 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 who enter into a relationship with another employee of the police department that falls within the definition of a family member set forth above shall not be assigned to the same shift as the family member when those family members would be placed in a supervisor/subordinate relationship if working on the same shift. If such a relationship occurs, the two employees will decide who will move to another shift. If the employees cannot or refuse to decide, the employee who changes shifts will be decided by a coin toss.

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 DATE		JANUARY 1, 2019 3% Increase	JANUARY 1, 2020 3% Increase	JANUARY 1, 2021 3% Increase
Sergeant	Hourly	\$51.56	\$53.11	\$54.70
	Bi-Weekly	\$4,124.80	\$4,248.80	\$4,376.00
	Annually	\$107,244.80	\$110,468.80	\$113,776.00

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 DATE		JANUARY 1, 2019 3% Increase	JANUARY 1, 2020 3% Increase	JANUARY 1, 2021 3% Increase
Sergeant	Hourly	\$54.78	\$56.42	\$58.12
	Bi-Weekly	\$4,381.78	\$4,513.60	\$4,648.80
	Annually	\$113,926.40	\$117,353.60	\$120,868.80

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. 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 ~~an maximum~~ accrual of **sixty-four (64)** ~~one hundred (100) hours at any one time. 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 **the sixty-four (64)** ~~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 two (2) hours 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 two (2) hours 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.
- C. 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.
- D. 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, an eligible member may convert sick leave to vacation leave and/or cash, pursuant to the following formula:

Number of Total Hours of Accrued Sick Leave	Total Number of Hours Eligible for Conversion
500 – 999	16
1,000 – 1,499	24
1,500 and above	40

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.

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 hospitalization, surgical, major medical and drug participation coverage for bargaining unit employees on the same basis as these benefits are offered to non-bargaining unit employees of the City, including any opt out payments.

Effective January 1, 2019, the City shall contribute to the health savings account of each member. Sixty-six percent (66%) 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.

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 **\$100,000** with double indemnity for accidental death.

Section 31.3 Dental Coverage. Dental insurance coverage shall be provided by the City on the same basis as this benefit is provided to non-bargaining unit employees of the City

Section 31.4 Vision Insurance. Vision insurance coverage shall be provided by the City on the same basis as this benefit is provided to non-bargaining unit employees of the City.

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~~9~~, each member shall contribute ~~14~~**12**% of the premium. Premium contribution for dental and vision coverage shall remain at 7% for the duration of this agreement.

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~~9~~, except where otherwise indicated, and remain in full force and effect through December 31, 2018~~21~~.

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/2016-2018 FINAL Agreement Between City of Reynoldsburg and OPBA

Attachment: 2019-2021 TENTATIVE Agreement between City of Reynoldsburg and OPBA (71-19 : OPBA Contract 1/19 - 12/21)

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

JANUARY 1, 2019 THROUGH DECEMBER 31, 2021

TABLE OF CONTENTS

ARTICLE 1	CONTRACT	1
Section 1.1	Contract	1
Section 1.2	Purpose	1
Section 1.3	Legal References	1
Section 1.4	Sanctity of Contract.....	1
Section 1.5	Past Practices	1
ARTICLE 2	RECOGNITION.....	2
Section 2.1	Recognition	2
Section 2.2	Bargaining Unit	2
ARTICLE 3	OPBA SECURITY	2
Section 3.1	Dues Deduction	2
Section 3.2	Indemnification	3
Section 3.3	Use of Intra-Division Mails and E-Mail.....	3
Section 3.4	Ballot Box.....	3
Section 3.5	Bargaining Unit	3
Section 3.6	Bulletin Board	3
Section 3.7	OPBA Business	3
ARTICLE 4	NONDISCRIMINATION.....	4
Section 4.1	Joint Pledge	4
Section 4.2	City Pledge	4
Section 4.3	OPBA Pledge	4
Section 4.4	Interpretation	4
ARTICLE 5	GRIEVANCE PROCEDURE	4
Section 5.1	Grievance Defined.....	4
Section 5.2	Qualifications	4
Section 5.3	Grievance Representatives	4
Section 5.4	Grievance Procedure	5
Section 5.5	Time Off for Presenting Grievances	5
Section 5.6	Time Limits	5
Section 5.7	Representation in Meetings	6
Section 5.8	Grievance Form.....	6
Section 5.9	Calendar Days	6
Section 5.10	Grievance Content.....	6
ARTICLE 6	ARBITRATION	6
Section 6.1	Arbitration Procedure	6
Section 6.2	Selection of Arbitrator.....	6
Section 6.3	Authority of Arbitrator	6
Section 6.4	Arbitration Costs	7
Section 6.5	Arbitrator's Findings	7

ARTICLE 7 OPBA REPRESENTATION.....	7
Section 7.1 OPBA Release Time	7
Section 7.2 OPBA Delegates.....	7
ARTICLE 8 NO STRIKE/NO LOCKOUT	8
Section 8.1 No Lockout.....	8
Section 8.2 No Strike.....	8
ARTICLE 9 MANAGEMENT RIGHTS	8
Section 9.1 Management Rights.....	8
ARTICLE 10 INTERNAL INVESTIGATIONS, CORRECTIVE ACTIONS	
DURATION OF RECORDS AND PERSONNEL FILES	9
Section 10.1 Internal Investigations	9
Section 10.2 Correction Action	11
Section 10.3 Departmental Hearings	12
Section 10.4 Appeal From Disciplinary Decision	12
Section 10.5 Duration of Records	13
Section 10.6 Request for Removal and/or Destruction	13
Section 10.7 Review of Personnel File	13
Section 10.8 Inaccurate Documents	14
Section 10.9 Placement of Material in Personnel File	14
Section 10.10	
Performance Evaluation.....	14
Section 10.11	
Administrative Leave	14
ARTICLE 11 WORK RULES AN DIRECTIVES.....	14
Section 11.1 Notification.....	14
ARTICLE 12 LABOR RELATIONS MEETINGS.....	14
Section 12.1 Informal Discussions	14
Section 12.2 Labor Relations Meetings	14
Section 12.3 Release Time	15
ARTICLE 13 LAYOFFS, JOB ABOLISHMENT AND REINSTATEMENTS	15
Section 13.1 Layoffs.....	15
Section 13.2 Job Abolishment.....	15
Section 13.3 Notice of Action	15
Section 13.4 Appeals	16
Section 13.5 Reinstatement	16
ARTICLE 14 MISCELLANEOUS PROVISIONS	16
Section 14.1 Equipment	16
Section 14.2 Safe Working Conditions	16
Section 14.3 Anti-nepotism	17
ARTICLE 15 ASSIGNMENTS AND SENIORITY.....	17
Section 15.1 Filling of Patrol Assignments.....	17
Section 15.2 Filling of Non-Patrol job Assignments	17

Section 15.3	Seniority Defined	18
Section 15.4	Seniority List	18
ARTICLE 16	POLITICAL ACTIVITY.....	18
Section 16.1	Permitted Political Activity	18
ARTICLE 17	PROMOTIONS	19
Section 17.1	Promotions to Lieutenant	19
Section 17.2	Notice of Examinations	19
Section 17.3	Competitive Promotional Examination Components	19
Section 17.4	Addition to Seniority Credit	19
Section 17.5	Examination Administration	20
Section 17.6	Eligible List	20
Section 17.7	Promotional Appointment	20
ARTICLE 18	PAY PLAN.....	20
Section 18.1	Wages	20
Section 18.2	Retirement Pickup	20
Section 18.3	Pay Plan Administration.....	21
Section 18.4	Pay Periods	21
Section 18.5	Specific Personnel Actions.....	21
ARTICLE 19	SERVICE CREDIT.....	22
Section 19.1	Service Credit	22
ARTICLE 20	SHIFT DIFFERENTIAL.....	22
Section 20.1	Shift Differential.....	22
ARTICLE 21	HOURS OF WORK AND OVERTIME	22
Section 21.1	Hours of Work.....	22
Section 21.2	Shift Assignments.....	23
Section 21.3	Overtime	23
Section 21.4	Compensatory Time	23
Section 21.5	Deviation	23
Section 21.6	Call-in Pay.....	23
Section 21.7	Court Pay	23
Section 21.8	Separation	24
ARTICLE 22	HOLIDAYS.....	24
Section 22.1	Paid Holidays	24
Section 22.2	Holiday Pay	24
ARTICLE 23	VACATION LEAVE	25
Section 23.1	Vacation Hours.....	25
Section 23.2	Vacation Carry Over	25
Section 23.3	Vacation Conversion	25
Section 23.4	Vacation Scheduling.....	26
Section 23.5	Payment of Vacation Upon Separation	26
Section 23.6	Casual Leave	26

ARTICLE 24	SICK LEAVE	26
Section 24.1	Credit	26
Section 24.2	Usage	26
Section 24.3	Accumulation	26
Section 24.4	Verification.....	26
Section 24.5	Sick Leave Payout	27
Section 24.6	Annual Sick Leave Conversion	28
ARTICLE 25	INJURY LEAVE	28
Section 25.1	Injury Leave	28
ARTICLE 26	OTHER LEAVES OF ABSENCES	29
Section 26.1	Military Leave	29
Section 26.2	Jury Duty Leave	29
Section 26.3	Funeral Leave	29
Section 26.4	Voting Leave	29
Section 26.5	Examination Leave	29
Section 26.6	Unpaid Leave of Absence	29
ARTICLE 27	WORKING OUT OF RANK	30
Section 27.1	Working out of Rank	30
ARTICLE 28	EDUCATIONAL ASSISTANCE PROGRAM.....	30
Section 28.1	Participation.....	30
Section 28.2	Allowances	30
ARTICLE 29	UNIFORMS AND ALLOWANCE	30
Section 29.1	Initial Issue	30
Section 29.2	Repair or Replacement of Uniforms	31
Section 29.3	Repair or Replacement of Eye Glasses	31
Section 29.4	Plain Clothes.....	31
Section 29.5	Dry Cleaning	31
Section 29.6	Clothing/Equipment Schedule.....	31
ARTICLE 30	SPECIAL DUTY	32
Section 30.1	Rate of Pay	32
Section 30.2	Authority	32
Section 30.3	Conduct	32
Section 30.4	Administration.....	32
ARTICLE 31	INSURANCE	33
Section 31.1	Medical Assistance	33
Section 31.2	Life Insurance	34
Section 31.3	Dental Coverage	34
Section 31.4	Vision Insurance	34
Section 31.5	Liability Coverage	34
Section 31.6	Premium Contribution	34
ARTICLE 32	NEGOTIATIONS.....	34
Section 32.1	Committees.....	34

2019-2021 Agreement Between City of Reynoldsburg and OPBA

Section 32.2	Good Faith Bargaining	34
Section 32.3	Information Furnished	34
Section 32.4	Private Meetings	34
Section 32.5	Spokesperson	34
Section 32.6	Informal Minutes	34
Section 32.7	Proposals	34
Section 32.8	Caucus and Adjournment	35
Section 32.9	Release Time for Negotiations	35
Section 32.10	Applicable Law	35
ARTICLE 33	MISCELLANEOUS ECONOMIC PROVISIONS	35
Section 33.1	Travel Allowances	35
Section 33.2	Field Training Officer	35
Section 33.3	Leave Donation	35
ARTICLE 34	WAIVER IN CASE OF EMERGENCY	35
Section 34.1	Declaration of Emergency	35
Section 34.2	Termination of Emergency	35
ARTICLE 35	FAMILY LEAVE	36
Section 35.1	Family and Medical Leave	36
ARTICLE 36	LIGHT DUTY	37
Section 36.1	Light Duty	37
ARTICLE 37	DURATION	37
Section 37.1	Duration	37
Section 37.2	Successor Contract	37
Section 37.3	Understanding	38
SIGNATURE PAGE		38

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, Deputy Chief 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 Units consists of all sworn full-time members of the Division who are of the ranks of Sergeant and Lieutenant.

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 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 3.3 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 3.4 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 3.5 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 3.6 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 3.7 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 the Deputy Chief, Sergeant or Lieutenant to 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 the Deputy Chief or a Lieutenant to conduct the investigation. 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 Mayor or his designee 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 Lodge attorney or representative.

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

A Member who is charged, or his or her Lodge 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 Mayor or his designee.

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 who enter into a relationship with another employee of the police department that falls within the definition of a family member set forth above shall not be assigned to the same shift as the family member when those family members would be placed in a supervisor/subordinate relationship if working on the same shift. If such a relationship occurs, the two employees will decide who will move to another shift. If the employees cannot or refuse to decide, the employee who changes shifts will be decided by a coin toss.

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 or as a Lieutenant 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 DATE		JANUARY 1, 2019 3% Increase	JANUARY 1, 2020 3% Increase	JANUARY 1, 2021 3% Increase
Sergeant	Hourly	\$51.56	\$53.11	\$54.70
	Bi-Weekly	\$4,124.94	\$4,248.69	\$4,376.15
	Annually	\$107,248.54	\$110,466.00	\$113,779.98

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

EFFECTIVE DATE		JANUARY 1, 2019 3% Increase	JANUARY 1, 2020 3% Increase	JANUARY 1, 2021 3% Increase
Lieutenant	Hourly	\$54.78	\$56.42	\$58.11
	Bi-Weekly	\$4,382.03	\$4,513.49	\$4,648.90
	Annually	\$113,932.83	\$117,350.82	\$120,871.34

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. 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 an accrual of sixty-four (64) hours at any one time. 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 the sixty-four (64) hour accrual. 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 two (2) hours 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 two (2) hours 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.
- C. 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.
- D. 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, an eligible member may convert sick leave to vacation leave and/or cash, pursuant to the following formula:

<u>Number of Total Hours of Accrued Sick Leave</u>	<u>Total Number of Hours Eligible for Conversion</u>
500 – 999	16
1,000 – 1,499	24
1,500 and above	40

** The total number of sick leave hours accrued are those hours as of December 31.

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.

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	Tobboggan 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 provide hospitalization, surgical, major medical and drug participation coverage for bargaining unit employees on the same basis as these benefits are offered to non-bargaining unit employees of the City, including any opt out payments.

Effective January 1, 2019, the City shall contribute to the health savings account of each member. Sixty-six percent (66%) 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.

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 \$100,000 with double indemnity for accidental death.

Section 31.3 Dental Coverage. Dental insurance coverage shall be provided by the City on the same basis as this benefit is provided to non-bargaining unit employees of the City.

Section 31.4 Vision Insurance. Vision insurance coverage shall be provided by the City on the same basis as this benefit is provided to non-bargaining unit employees of the City.

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, 2019, each member shall contribute-12% of the premium. Premium contribution for dental and vision coverage shall remain at 7% for the duration of this agreement.

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, 2019, except where otherwise indicated, and remain in full force and effect through December 31, 2021.

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

David Plesich, Chief of Police

Sgt. James Costlow

Jed Hood, City Attorney

Sgt. Joe Vincent

Marc A. Fishel, Labor Counsel

Lt. Bill Early

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, City of\Police\2018 Lt & Sgt negotiations\TAs\2019-2021 FINAL Agreement between City of Reynoldsburg and OPBA.docx

Attachment: 2019-2021 FINAL Agreement between City of Reynoldsburg and OPBA.docx (71-19 : OPBA Contract 1/19 - 12/21)

Human Resources Dept.**Sandra Boller****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6868 Phone****ORDINANCE REQUEST****DATE: May 28, 2019****TO: Finance and Administration Committee**

RE: ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: Amending Sections 160.02(e) PARKS & RECREATION DEPARTMENT; 160.03 SALARY SCHEDULE; and Repealing/Replacing Section 160.08 ADMINISTRATION OF PAY PLAN OF CHAPTER 160 EMPLOYEE COMPENSATION.

Approval:

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

REQUEST CHANGES TO CHAPTER 160.02 (e) PARKS & RECREATION; 160.2 (g) (3) WATER/WASTEWATER; CHAPTER 160.03 SALARY SCHEDULE (a) (b) (c); CHAPTER 160.03 (d) SEASONAL EMPLOYEES; (e) OCCASIONAL LABOR/INDEPENDENT CONTRACTOR AND REPEAL AND REPLACE CHAPTER 160.08

CITY OF REYNOLDSBURG
 An Equal Opportunity Employer
POSITION DESCRIPTION

Page 1 of 4

DEPT./OFFICE: PARKS & RECREATION	WORKING TITLE: RECREATION
CLASS TITLE: RECREATION	COORDINATOR
COORDINATOR	EMPLOYEE NUMBER:
Status: Classified ☒ Unclassified ☐	Citation Code: 160.02
Full-Time ☒ Part-Time ☐ Other ☐	Reports To: Recreation Superintendent
OT Status Per Ord.: Non-exempt	Normal Working Hours: Variable

ESSENTIAL FUNCTIONS OF THE POSITION: (For purposes of 42 USC 12101)

- 60% (1) Plans, organizes, directs, and supervises various recreation and athletic programs, activities and facilities. Maintains control of supplies, records, and prepares reports and budget needs for successful operation of assigned area. Works directly with public and outside agencies, public schools, in establishing and implementing special events. Assist with supervision of volunteers, officials, scorekeepers, coaches, players and public attendance and performs other related duties as required. Under general supervision, assist in the planning, promotion, development, coordination and supervision of youth and adult programs including recreational classes, leagues, special events, and sports camps throughout the city. Weather is sometimes a hazard.
- 25% (2) Supervises and coordinates work of assigned personnel (e.g., assigns/evaluates work activities of paid and volunteer staff); trains, instructs volunteers, instructors, coaches, officials; conducts training programs on safety practices/procedures; keeps the Recreation Superintendent informed so that there are no surprises.
- 15% (3) Publicizes programs/activities available to the general public (e.g., writes articles for general release,); answers questions and attempts to resolve complaints from the general public.
- (4) Remains informed of current developments and procedures pertinent to duties; participates in staff development activities and services review procedures; attends staff meetings and supervisory conferences.
- (5) Maintains required licenses and/or certificates.
- (6) Meets all job safety requirements and all applicable OSHA safety standards that pertain to essential functions.
- (7) Demonstrates regular and predictable attendance.

CITY OF REYNOLDSBURG
An Equal Opportunity Employer
POSITION DESCRIPTION

Page 2 of 4

Working Title: Recreation Coordinator

Employee Number:

OTHER DUTIES AND RESPONSIBILITIES:

(8) Performs other related duties as assigned.

MINIMUM ACCEPTABLE CHARACTERISTICS: (*Indicates developed after employment)

Knowledge of: Knowledge of recreation philosophy, planning and administration.

Skill in: word processing; use of modern office equipment; motor vehicle operation; use or operation of sports and recreation equipment.

Ability to: Ability to communicate both orally and written; ability to work directly with the public; ability to plan and organize sports activity data and keep accurate records; ability to develop, coordinate and direct varied activities involved in a community recreation program; ability to establish and maintain effective working relationships with City employees and general public deal with problems involving several variables within familiar context; apply management principles to solve agency problems; define problems, collect data, establish facts, and draw valid conclusions; understand, interpret, and apply laws, rules, or regulations to specific situations; select most qualified applicant according to specifications for referral; determine material and equipment needs; calculate fractions, decimals, and percentages; prepare routine correspondence; compile and prepare reports; write and/or edit documents for publication; write instructions and specifications; respond to routine inquiries from public and/or officials; conduct effective interviews; communicate effectively; train or instruct others; recognize safety warnings; understand a variety of written and/or verbal communications; gather, collate, and classify information; maintain records according to established procedures; cooperate with co-workers on group projects; answer routine telephone inquiries; handle sensitive inquiries from and contacts with officials and general public; develop and maintain effective working relationships; resolve complaints; lift sports and recreational equipment; travel to and gain access to work site; operate sports and recreation equipment.

Attachment: Recreation Coordinator (67-19 : Chapter 160 Changes)

CITY OF REYNOLDSBURG
An Equal Opportunity Employer
POSITION DESCRIPTION

Page 3 of 4

Working Title: Recreation Coordinator

Employee Number:

QUALIFICATIONS: (An example of acceptable qualifications)

High School education or G.E.D; Associates degree in Recreation or Sports Management preferred; two (2) years' experience in parks and recreation; or equivalent combination of training or experience; Certified Parks and Recreation Professional preferred.

LICENSURE OR CERTIFICATION REQUIREMENTS:

Must possess and maintain valid Ohio driver's license; must become certified by the National Youth Sports Coaches Association to be trainer of youth sports league coaches within six (6) months of employment; Certified Parks and Recreation Professional preferred.

INHERENTLY HAZARDOUS OR PHYSICALLY DEMANDING WORKING CONDITIONS:
(FOR PURPOSES OF O.R.C. 4167)

1. Works in or around crowds.
2. Has contact with potentially violent or emotionally distraught persons.
3. Has exposure to potentially vicious animals.
4. Has exposure to hot, cold, wet, humid, or windy weather conditions.

PHYSICAL DEMANDS:

Medium: lift, push, pull 20 to 50 pounds occasionally; 10 to 25 pounds frequently.

CLASS TITLES OF POSITIONS DIRECTLY SUPERVISED:

Attachment: Recreation Coordinator (67-19 : Chapter 160 Changes)

CITY OF REYNOLDSBURG
 An Equal Opportunity Employer
POSITION DESCRIPTION

Page 4 of 4

Working Title: Recreation Coordinator

Employee Number:

This position description in no manner states or implies that these are the only duties and responsibilities to be performed by the position incumbent. My (employee) signature below signifies that I have reviewed and understand the contents of my position description.

 Employee Signature

 Date

 Appointing Authority

 Date

 Human Resources Director

 Date

Effective Date: 04/12/2019
 Date Revised:

052802jrCO

City of Reynoldsburg, Ohio

Chapter 160

Employee Compensation

Attachment: Chapter 160 05172019 (67-19 : Chapter 160 Changes)

February 11, 2019

TABLE OF CONTENTS

160.01	DEFINITIONS.....	1
160.02	AUTHORIZED POSITIONS, PERSONNEL, CLASSIFICATION AND PAY GRADE.....	8
160.03	SALARY SCHEDULE.....	11
160.04	OTHER COMPENSATION.....	13
160.05	OVERTIME ELIGIBILITY.....	14
160.06	OVERTIME PAY.....	14
160.07	LONGEVITY.....	15
160.08	ADMINISTRATION OF PAY PLAN.....	16
160.09	GROUP INSURANCE.....	19
160.10	EDUCATIONAL ASSISTANCE.....	21
160.11	CITY CLOTHING PROVIDED.....	22
160.12	CITY CLOTHING PROVIDED (SENIOR POLICE MANAGEMENT).....	22

160.01 DEFINITIONS

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

ADA: Americans With Disabilities Act.

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

BWC: abbreviation for Ohio Bureau of Workers' Compensation.

City: The City of Reynoldsburg, Ohio.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FLSA: abbreviation for the Fair Labor Standards Act.

FML: abbreviation for Family and Medical Leave.

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

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

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

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

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

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

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

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

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

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

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

PART-TIME: an individual that does not work a regular 40 hour work week .

PERS: abbreviation for the Public Employees Retirement System.

PFDPF: abbreviation for the Ohio Police and Fireman's Disability and Pension Fund.

Pay Period: the official pay period shall be biweekly.

Pay Plan: schedule of compensation rates established for all classifications or positions in the City service.

Personnel Actions: a specific act by the City to implement a personnel decision (e.g. hiring, promotion, demotion, suspension, removal, layoff, wage increases).

Personnel Decisions: such decisions include, but are not limited to: (1) recruitment, (2) selection, (3) placement, (4) testing, (5) training, (6) promotions and transfers, (7) layoff and recall, (8) removal, (9) disciplinary action, (10) employee benefits and compensation, and (11) tangible program services and benefits.

Position: group of duties and responsibilities assigned or delegated by competent authority to be performed by one (1) person. All of the positions listed in the organizational chart constitute positions within City. Positions and the duties of a position may be revised, but the employee's classification remains the same unless the position is reclassified.

Prevailing Pay Rate: rate of compensation in effect at any time.

Prior Service Credit: the City will allow service credit for any prior service an employee may have had with the City or any other Ohio governmental agency or Ohio political subdivision. Part-time service will be pro-rated for prior service credit purposes.

Promotion: change in position which results in an increase in an employee's compensation and responsibility.

Separation (except for cause): applies when the employee leaves the City service of his own volition.

Sick Leave: period of time granted by the Appointing Authority or appropriate designee due to inability of the employee to work because of physical or mental sickness, or injury due to an off-the-job accident.

Solicitation: act of requesting an individual to purchase goods, materials, or services, or a plea for financial contribution.

Superintendent: a classified individual who has been authorized by the City to perform or assist in performing some or all of the following: hiring, transferring, suspending, laying off, recalling, promoting, discharging, assigning, rewarding, interviewing, evaluating, approving leave requests, approving payroll time sheets or disciplining employees under the direction of the City; to responsibly direct employees; to adjust their grievances; or to effectively recommend any of these actions. Also referred to as Supervisor.

Supervisor: a classified individual who has been authorized by the City to perform or assist in performing some or all of the following: hiring, transferring, suspending, laying off, recalling, promoting, discharging, assigning, rewarding, interviewing, evaluating, approving leave requests, approving payroll time sheets or disciplining employees under the direction of the City; to responsibly direct employees; to adjust their grievances; or to effectively recommend any of these actions. Also referred to as Superintendent.

Suspension: relief of an employee from duty without pay, usually for a short period of time as a disciplinary measure.

Transfer: voluntary and/or involuntary reassignment from one department in the City service to another.

Training Appointment: In the event of a planned (i.e. retirement, notice given of separation) employee separation, the Appointing Authority may employ an additional employee for no longer than eight (8) weeks while the current employee continues their employment with the City.

Unclassified Service: those positions set forth in Section 7.03 of the City Charter as applied to the Civil Service of the City of Reynoldsburg. Positions in the unclassified service shall be exempt from all examinations.

Vacation Leave: period of time granted by the Appointing Authority or appropriate designee during which employees are exempt from work and paid at the employee=s prevailing rate.

Vacation Year: the interval of time based on the employee's service date with the City and extends from service date to service date.

Vendor: any individual or group engaged in or desiring to engage in the supply of goods, materials, or services, (which are utilized in the conduct of public business) to the City and/or its employees.

Work Area: any office, room, or physical location where official City business is transacted and/or operations of the City are conducted.

Work Time: the time when an employee's duties require that the employee be engaged in work tasks.

Written Reprimand: written record of disciplinary action, usually issued after a written warning has failed to improve an employee's conduct or when the employee has committed a more serious violation, which is provided to the employee and placed in the employee's personnel file in an attempt to improve the employees conduct and performance.

Written Warning: written documentation of a verbal counseling and instruction which is provided to the employee and placed in the employee's personnel file to correct any misconduct and improve the employee's conduct and performance.

160.02 AUTHORIZED POSITIONS, PERSONNEL, CLASSIFICATION AND PAY GRADE

<u>Position</u>	<u>Personnel</u>	<u>Classification</u>	<u>Pay Grade</u>
(a) ADMINISTRATIVE			
Mayor	1	Unclassified	See Sect.141.01
Auditor	1	Unclassified	See Sect.143.01
City Attorney	1	Unclassified	See Sect.147.03
Asst. City Attorney	1	Unclassified	19
Asst. City Prosecutor	2 p/t	Unclassified	19
City Attorney Secretary	1	Unclassified	15
City Attorney Clerk	1	Classified	12
Criminal Justice Program Administrator	1	Unclassified	12
Mayor's Secretary*	1p/t	Unclassified	15
Clerk of Courts	1	Unclassified	16
Assistant Clerk of Courts	1	Classified	11
Data Entry Operator	1p/t	Classified	6
Data Entry Operator	1	Classified	6
Clerk of Council	1	Unclassified	16
Asst. Clerk of Council	1 p/t	Unclassified	10
Tax Administrator	1	Classified	15
Deputy Auditor	1	Unclassified	15
Auditor's Secretary	1 p/t	Unclassified	10
Finance Manager	1	Classified	21
Civil Service			
Administrative Assistant	2 p/t	Unclassified	15
Special Events/Media Coordinator	1	Unclassified	12
* Mayor's Secretary to be shared with Human Resources Department			
(b) DEPARTMENT OF COMPUTER SYSTEMS			
Director of Computer Systems	1	Unclassified	22
Network Systems Administrator	1	Classified	19
(c) DEPARTMENT OF DEVELOPMENT			
Development Director	1	Unclassified	22
Development Director			
Administrative Assistant	1	Unclassified	13
Planning & Zoning Administrator	1	Classified	19
(d) HUMAN RESOURCES DEPARTMENT			
Director of Human Resources	1	Unclassified	22
Human Resources Generalist	1	Unclassified	12

(e) PARKS & RECREATION DEPARTMENT

Director	1	Unclassified	22
Administrative Assistant	1	Unclassified	13
Senior Center Manager	1	Classified	16
Special Events/Media Coordinator	1	Unclassified	12

<u>Position</u>	<u>Personnel</u>	<u>Classification</u>	<u>Pay Grade</u>
Senior Citizens Assistant	2 p/t	Classified	7
Senior Center Activities Instructor	1 p/t	Classified	5
Recreation Superintendent	1	Classified	16
Grounds Superintendent	1	Classified	16
Assistant Grounds Superintendent	1	Classified	12
Parks Grounds Maintenance	2	Classified	3
Parks Maintenance			
<u>Field and Landscape Operator</u>	2	Classified	6
Horticulturist	1	Classified	10
<u>Recreation Coordinator</u>	<u>1</u>	<u>Classified</u>	<u>7</u>

Seasonal & Occasional	Variable	Unclassified	See 160.03(d) & (e)
-----------------------	----------	--------------	---------------------

(f) POLICE DEPARTMENT

Director of Public Safety	1	Unclassified	22
Chief of Police	1	Classified	26A
Deputy Chief of Police	1	Classified	24A
Lieutenant	2	Classified	22A
Sergeant	9	Classified	See Chapter 166
Police Officer	57	Classified	See Chapter 166
Dispatcher	8	Classified	See Chapter 162
Support Services Supervisor	1	Classified	16
Property Room Coordinator	1	Classified	10
Property Room Clerk	1p/t	Classified	7
Chief of Police			
Administrative Assistant	1	Classified	14
Public Service Records Technician	3	Classified	9
Court Specialist	1	Classified	9
Detective Bureau Administrative Assistant	1	Classified	9
Command & Staff Administrative Assistant	1	Classified	10
Accreditation Manager	1 p/t	Classified	10
Training Manager	1p/t	Classified	10
Court Liaison	2 p/t	Classified	13

(g) SERVICE DEPARTMENT

Rev. 44-16, 5/10/2016 Rev. 45-16 5/10/2016, Rev. 110-16 10/24/16, Rev. 119-16 11/14/2016; Rev 64 -17 6/27/2017; 136-17 11/30/2017;

Rev 154-17 12/18/2017

(1) Director of Public Service	1	Unclassified	22
Service Director			
Administrative Assistant	1	Unclassified	13
Secretary	1	Classified	8
Maintenance Foreman	1	Classified	16
Custodian	3	Classified	5
Maintenance Crew Leader	1	Classified	9
(2) Building Division			
Chief Building Official	1	Classified	19
Asst. Chief Building Inspector	1	Classified	17
Building Inspector I	3	Classified	14
Permit Technician	1	Classified	11
Code Compliance Officer	2	Classified	6
(3) Water/Wastewater Division			
Superintendent	1	Classified	18
Asst. Superintendent	1	Classified	15
Maintenance Spec/Equip Operator	6	Classified	10
Billing Supervisor	1	Classified	13 14
Account Clerk 2	4	Classified	7
(4) Street Division			
Superintendent	1	Classified	17
Asst. Superintendent	1	Classified	15
Administrative Assistant	1	Classified	8
(To be shared with Storm Water Utility Division)			
Maintenance Spec/Equip Operator	5	Classified	10
Maintenance Spec/Equip Operator	1*	Classified	10
(To be shared with Storm Water Utility Division)			
Fleet Maintenance Supervisor	1	Classified	14
Fleet Maintenance Technician	1	Classified	10
(4)(a) Storm Water Utility Division			
Asst. Superintendent	1	Classified	14
Administrative Assistant	1	Classified	8
(To be shared with Street Division)			
Maintenance Spec/Equip Operator	2	Classified	10
Maintenance Spec/Equip Operator	1*	Classified	10
(To be shared with Street Division)			
(h) DEPARTMENT OF ENGINEERING			
Director of Engineering	1	Unclassified	22

160.03 SALARY SCHEDULE

BEGINNING ~~January 1, 2018~~ July 1, 2019 with the implementation of steps, THE FOLLOWING PAY GRADES SHALL BE IN EFFECT:

(a) Full Time Employees – NON SUPERVISORY PERSONNEL

**CITY OF REYNOLDSBURG, OHIO
SALARY SCHEDULE**

(5% Between Grades, 30% Minimum to Maximum)

GRADE		MINIMUM — TO — MAXIMUM	
1	Annual	\$ 24,295	\$ 35,078
2	Annual	\$ 25,522	\$ 36,816
3	Annual	\$ 26,801	\$ 38,661
4	Annual	\$ 28,132	\$ 40,566
5	Annual	\$ 29,561	\$ 42,589
6	Annual	\$ 31,042	\$ 44,729
7	Annual	\$ 32,580	\$ 46,985
8	Annual	\$ 34,214	\$ 49,351
9	Annual	\$ 35,901	\$ 51,837
10	Annual	\$ 37,690	\$ 54,438
11	Annual	\$ 39,585	\$ 57,152
12	Annual	\$ 41,580	\$ 59,990
13	Annual	\$ 43,672	\$ 62,991
14	Annual	\$ 45,874	\$ 66,169
15	Annual	\$ 48,177	\$ 69,462
16	Annual	\$ 50,580	\$ 72,586
17	Annual	\$ 53,089	\$ 76,570
18	Annual	\$ 55,745	\$ 80,383
19	Annual	\$ 58,557	\$ 84,425
20	Annual	\$ 61,472	\$ 88,648
21	Annual	\$ 64,539	\$ 93,100
22	Annual	\$ 67,759	\$ 97,776
23	Annual	\$ 71,137	\$ 102,694
24	Annual	\$ 74,712	\$ 107,832
25	Annual	\$ 78,452	\$ 113,210

Rev. 44-16, 5/10/2016 Rev. 45-16 5/10/2016, Rev. 110-16 10/24/16, Rev. 119-16 11/14/2016; Rev 64 -17 6/27/2017; 136-17 11/30/2017;

Rev 154-17 12/18/2017

26	Annual	\$ 82,388	\$ 118,873
----	--------	-----------	------------

*Nonexempt payroll will be based upon hourly rates derived from the annual rates.

** Based on City of Reynoldsburg Council recommendation of 2%.

(b) Senior Police Management

**CITY OF REYNOLDSBURG, OHIO
SALARY SCHEDULE**

GRADE		MINIMUM TO MAXIMUM	
22A	Annual	\$ 81,491	\$116,441
24A	Annual	\$85,565	\$122,263
26A	Annual	\$ 89,756	\$ 128,298

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

(b) SUPERVISORY PAY RANGE

Pay Grade	Minimum	Maximum
14	\$ 24.50	\$ 34.00
15	\$ 25.50	\$ 36.00
16	\$ 26.00	\$ 38.00
17	\$ 27.00	\$ 41.00
18	\$ 28.00	\$ 43.00
19	\$ 29.00	\$ 45.00

Rev. 44-16, 5/10/2016 Rev. 45-16 5/10/2016, Rev. 110-16 10/24/16, Rev. 119-16 11/14/2016; Rev 64 -17 6/27/2017; 136-17 11/30/2017;

Rev 154-17 12/18/2017

<u>20</u>	<u>\$ 31.00</u>	<u>\$ 47.00</u>
<u>21</u>	<u>\$ 33.00</u>	<u>\$ 49.00</u>
<u>22</u>	<u>\$ 35.00</u>	<u>\$ 51.00</u>

(c) Senior Police Management

<u>Pay Grade</u>	<u>Minimum</u>	<u>Maximum</u>
<u>24A</u>	<u>\$ 45.00</u>	<u>\$ 60.00</u>
<u>26A</u>	<u>\$ 50.00</u>	<u>\$ 65.00</u>

*Nonexempt payroll will be based upon hourly rates derived from the annual rates.

(c) Part Time Employee

Part time employees' rate of pay shall begin at the minimum hourly rate for the pay grade assigned.

(d) Seasonal Employee

1) Parks and Recreation Department:

Seasonal Recreation Employee	\$8.00 - \$30.00
Seasonal Maintenance Employee	\$8.50 - \$14.00 <u>\$16.00</u>
Bus/Van Driver	\$9.50 per hour-\$16.00

2) Service Department

Water/Wastewater Laborer	\$9.00 <u>\$10.00</u> - \$10.50 <u>\$12.00</u> per hour
Service Seasonal Laborer	\$9.00 <u>\$10.00</u> - \$10.50 <u>\$12.00</u> per hour

3) Street Department

Street Seasonal Laborer	\$9.00 <u>\$10.00</u> - \$10.50 <u>\$12.00</u> per hour
-------------------------	---

(e) Occasional Labor/Independent Contract

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

(1) Parks and Recreation Department:

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

(2) Service Department (Building Division)

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

160.04 OTHER COMPENSATION

(1) Water/Wastewater Departments – License Compensation

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

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

(b) An employee may be compensated for the highest license regardless of the Department.

2) All Second Shift Chapter 160 Eligible Employees Shift Differential

A shift differential of seventy-five cents (\$.75) per hour worked shall be paid to any Chapter 160 eligible employees when the majority of their regularly scheduled shift is after 1:00 p.m. and before 6:00 a.m.

- 3) Employees who work less than 20 hours per week on a regular basis will receive no benefits.
- 4) An employee who is temporarily assigned to a classification with a lower rate of pay will not be reduced in pay. An employee temporarily assigned to perform the duties of a higher classification with additional responsibilities should be granted a minimum of (five percent (5%)), but no more than ten percent (10%) temporary increase, as determined by the Appointing Authority.

160.05 OVERTIME ELIGIBILITY

A. POLICY

1. Exempt (Salary): Administrative, executive, professional, and certain other employees paid on a salary basis may be exempted or may fall into one of the specific categories of "non-covered" employees under the FLSA. The following positions are exempt from overtime compensation:

Safety Director	Service Director
Development Director	Deputy Chief of Police
Parks & Recreation Director	Computer Systems Director
Human Resources Director	Superintendent of Streets
Chief Building Official	Clerk of Courts
Superintendent of Water/Wastewater	Chief of Police
Tax Administrator	Finance Manager

Assistant City Prosecutors
Planning & Zoning Administrator

Clerk of Council
Assistant City Attorney

Such employees shall not receive a reduction in pay for absences of less than an entire work period (normally five [5] days). Absences will first be deducted from the employee's accumulated sick leave, vacation, or other paid leave time, as appropriate. Sick leave, vacation leave, and holiday pay are based upon a 40 hour week for exempt employees.

2. Nonexempt (Hourly): Employees that fall into the non-exempt status, either by ordinance or the federal Fair Labor Standards Act (FLSA), are paid a set wage on an hourly basis.
3. Part-time employees are expected to work their normally prescribed amount of work hours as determined by the City.

160.06 OVERTIME PAY

(a) Overtime will be authorized by the Appointing Authority or designee when it is necessary to prevent loss of life, damage to property, or to continue essential City services. Only full-time non-exempt employees are eligible for overtime pay.

(b) Full-time employees required to work, in excess of the established regular work week, holidays and/or any paid leave during the scheduled work week, shall be compensated for the excess hours at the rate of one and one-half (1½) times their current rate of pay. Employees must submit a time sheet by noon on Monday in order to be paid for overtime in the prior two (2) weeks. If not, overtime will be paid in the following pay period. Part-time employees must work more than forty (40) hours per week in order to qualify for overtime pay.

(c) The work period for calculating overtime shall be 12:00 a.m. Saturday through 11:59 p.m. Friday, unless the City has established an alternative work period for certain classes of employees. The City's right to use dual calculations to compute overtime owed to employees covered by collective bargaining agreements remains intact.

(d) In case of death of an employee, any earned overtime hours worked credited to such employee shall be paid to the surviving spouse, or to the estate of the deceased, if there is no surviving spouse.

160.07 LONGEVITY

Full-time employee of the City shall be eligible for longevity compensation at the conclusion of six (6) years of continuous service. Employees who are eligible for longevity

prior to November 1, 2014 will have an adjusted longevity payment date of November 1. Longevity will be paid on the pay period that includes November 1 annually.

Full-time employees who become eligible for longevity as of November 1, 2014 will be paid longevity their actual anniversary dated with the city. The new rate effective January 1, 2019 is:

<u>From</u> (Conclusion of):	<u>To</u> (Conclusion of):	
6 th year	9 th year	\$550.00 annually
10 th year	14 th year	\$ 600.00 annually
15 th year	19 th year	\$ 650.00 annually
20 th year	----	\$ 700.00 annually

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

160.08 ADMINISTRATION OF PAY PLAN

~~Effective July 1, 2019 the City will implement a step program for non-bargaining unit employees in pay grades 1 through 14 in non-supervisory roles as reflected in 160.03 (a) below. There are two methods by which employees shall receive pay increase; anniversary date of hire and the annual increases in the pay table, which go in effective January 1 of each year as approved by City Council. All employees move to the rate in effect for their step on January 1.~~

~~All new employees will be assigned to Step 1 at the time of hire, unless there is qualifications that the Appointing Authority approves a start of a higher step.~~

~~In order to move to the next step an employee's performance must meet or exceed expectations. Any employee not meeting performance standards will be notified of a delay of the step increase by six months. At the six-month mark there will be another evaluation of performance and if the employee meets the performance standards, they will be granted their step increase and then move forward to their next step on their anniversary date.~~

~~During the implementation of steps, each employee will move to the next step from their current pay as of July 1, 2019 on their anniversary date. For example, an employee's current rate of pay is between Step 3 and Step 4, they will move to Step 4 on their anniversary date.~~

~~The denial of an increase is not a disciplinary action nor a reduction in pay, the employee has simply not earned an increase~~

~~TABLE FOR STEPS FOR PAY GRADE 1-14 NON-SUPERVISORY
WILL BE INSERTED HERE FOR APPROVAL BY COUNCIL NO LATER
THAN APRIL 1, 2019 FOR JULY 1, 2019 IMPLEMENTATION.~~

~~TABLE FOR PAY GRADE 13—26A SUPERVISORY POSITIONS
WILL BE INSERTED HERE FOR APPROVAL BY COUNCIL NO LATER
THAN APRIL 1, 2019 FOR JULY 1, 2019 IMPLEMENTATION.~~

~~Each year, City Council will review the minimum and maximum rates set forth in Reynoldsburg Chapter 160.03 and determine whether and to what extent the City should adjust the overall Salary Schedule in order to allow the City of Reynoldsburg to remain competitive in the labor market and to help its employees' wages maintain pace with inflation. In doing so, the Council will review the City's available resources, any updated survey information, and any annualized changes in the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers—U.S. City Average published by the United States Department of Labor Bureau of Labor Statistics. Any percentage adjustment agreed upon by Council will be applied to all Pay Grades, so as to maintain the same differential between them. The adjustment will normally be effective as of January 1 of each year.~~

~~The CPI data and any survey data of comparable jurisdictions will only be used as guidelines to help the Council assess the City's options year to year. Although the City might only resurvey every three (3) years, rather than annually, the Salary Schedule will nevertheless be reviewed annually for possible adjustment.~~

~~2. Initial Pay Grade Assignments:~~

~~3. Promotions~~

~~Upon promotion, the employee's rate of pay shall be the rate within the higher appropriate Pay Grade that affords the employee an increase of not less than 5% over the employee's rate for the position prior to promotion.~~

~~4. Transfers and Certain Other Appointments~~

~~Upon lateral transfer or appointment to a classification within the same Pay Grade, the employee's pay level is to remain at the same Pay Grade and rate. If that lateral transfer or appointment is to a classification with a lower Pay Grade, the appointing authority may establish the employee's pay at an equitable rate within the lower Pay Grade authorized by Reynoldsburg Chapter 160.03 Salary Schedule. Promotion transfers and appointments are to be in accordance with Reynoldsburg Chapter 160.08. All benefits are retained when an employee transfers or is appointed to another position within the service of the City for any reason.~~

~~(b) INDIVIDUAL INCREASES FOR PAY GRADES SUPERVISORY STAFF 13—26A~~

~~Employees in pay grades 13 and above that serve in a supervisory role will receive increases based upon an annual evaluation completed by their direct supervisor each spring. The amount of the increase will be within the salary range for the pay grade determined by the Appointing Authority.~~

~~5. Probationary Employees and New Employees~~

~~The appointing authority shall have the option of withholding a January 1 increase for a probationary employee or for a non-classified employee whose employment with the City is less than six months.~~

(a) SALARY SCHEDULE AND PAY GRADES

- 1) Effective July 1, 2019 the City will implement a step program for non-bargaining unit employees in pay grades 1 through 15 in non-supervisory roles as reflected in 160.03 (a). There are two methods by which employees shall receive pay increase based upon steps 1) on their anniversary date of hire and 2) if Council approves an increases in the step table, employees would be given that adjustment effective January 1 .
- 2) During the implementation of steps, on an employee's anniversary date they will move to the next step based upon the assigned step as of July 1, 2019. For example, an employee with an August 15 anniversary date and a current rate of pay that is between Step 3 and Step 4 would be assigned a step 3 and they will move to Step 4 on their anniversary date.
- 3) All new employees will be assigned to Step 1 at the time of hire, unless they meet qualifications that the Appointing Authority approves a start of a higher step up to step 3 of each pay grade.
- 4) In order to move to the next step an employee's performance must meet or exceed expectations. Any employee not meeting performance standards will be notified of a delay of the step increase by six-months. At the six-month mark there will be another evaluation of performance and if the employee meets the performance standards, they will be granted their step increase and then move forward to their next step on their anniversary date. The denial of an increase is not a disciplinary action nor a reduction in pay, the employee has simply not earned an increase
- 5) For supervisory staff in pay grades 14 -26A will be based upon the minimum and maximum range set forth in each pay grade, based upon qualifications and approval of the appointing authority. Increases will be based upon annual performance reviews/feedback from their supervisor and/or Appointing Authority within the approved ranges and will effective January 1 of each year.
- 6) The Human Resources Director with the approval of the Mayor will present to City Council from time to time a recommendation based upon a review of the minimum

and maximum rates set forth in Reynoldsburg Chapter 160.03 and determine whether and to what extent the City should adjust the overall Salary Schedule in order to allow the City of Reynoldsburg to remain competitive in the labor market and to help its employees' wages maintain pace with inflation

- 7) Cost of living adjustment will be determined by Council and would be effective January 1. The CPI data and any survey data of comparable jurisdictions will only be used as guidelines to help the Council assess the City's options year to year. Although the City might only resurvey every three (3) years, rather than annually, the Salary Schedule will nevertheless be reviewed annually for possible adjustment.

(b) Promotions

Upon promotion, the employee's rate of pay shall be the rate within the higher appropriate Pay Grade that affords the employee an increase of not less than 5% over the employee's rate for the position prior to promotion.

(c) Transfers and Certain Other Appointments

Upon lateral transfer or appointment to a classification within the same Pay Grade, the employee's pay level is to remain at the same Pay Grade and rate. If that lateral transfer or appointment is to a classification with a lower Pay Grade, the appointing authority may establish the employee's pay at an equitable rate within the lower Pay Grade authorized by Reynoldsburg Chapter 160.03 Salary Schedule. Promotion transfers and appointments will be approved by the Appointing Authority. All benefits are retained when an employee transfers or is appointed to another position within the service of the City for any reason.

160.09 GROUP INSURANCE

(a) Each employee eligible for medical insurance under the Affordable Health Care Act is entitled to such benefits provided by a group insurance contract, the premiums of which, including premiums for dependent coverage, if appropriate, shall be paid by the City less an employee/newly elected or appointed official premium contribution of twelve percent (12%) of the total monthly premium for health, and seven percent (7%) for dental and vision insurance unless otherwise specified. Premium contributions shall be paid by payroll deduction. Coverage's and exclusions are as follows:

1. Effective January 1, 2014, eligible employees and each newly elected official who choose to utilize the City's medical insurance will pay twelve (12%) of the monthly premium contribution.
2. Effective January 1, 2008 for eligible employees and place into the H.S.A.

amounts for single and family coverage as determined annually by City Council. Contributions for elected officials shall be equal to the contribution for full-time employees. Said amounts will be placed into the individual H.S.A. by the Auditor not later than January 15th of each year or as determined by the appropriate Labor Agreement.

A. The following shall apply for each full-time employee and is eligible for Medicare coverage:

The City will reimburse said full-time employee or elected official for qualified medical expenses and prescriptions that meet the insurance plan deductible coverage up to the same contribution level of those not eligible for Medicare coverage.

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

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

160.10 EDUCATIONAL ASSISTANCE

1. All full-time employees are eligible to participate in the Educational Assistance Incentive Program of the City. Participation is voluntary and available to those who elect job-related self-development activities during non-working hours. All coursework must be taken in accordance with a Planned Program of Professional Improvement approved by the appointing authority in advance.
2. The allowances for assistance are as follows:
 - A. All full-time employees are eligible to participate in the Educational Assistance Incentive Program of the City. Participation is voluntary and available to those who elect job-related self-related self-development activities during non-working hours. All coursework must be taken in accordance with a Planned Program of Professional Improvement approved by the appointing authority in advance.
 - B. The allowances for assistance are as follows:
 1. The annual allowance for college credit coursework education assistance (per employee) is \$3,000.00 per academic year.
 2. The annual allowance for non-college credited coursework education assistance (per employee is \$1,000.00 per academic year
 3. Annual text book reimbursement shall not exceed fifty percent (50%) of the actual cost of textbooks for college credit coursework and \$250.00 for non-college credit coursework during the academic year.
 4. All coursework must be preapproved before commencement of the course
3. To qualify for assistance, plan participants shall satisfactorily complete the course(s) with a grade of C or better, or pass a pass/fail course. Reimbursement shall be made upon submission of official transcripts, tuition statements, and receipts for textbooks.
4. An employee who has received educational assistance must remain an employee for one (1) year following completion of the courses for which assistance was received. Should an employee separate from service with the City of Reynoldsburg within the one (1) year period, except in the event of a disability retirement, that employee must repay any assistance received in the one (1) year period.

160.11 CITY CLOTHING PROVIDED

1. The Appointing Authority reserves the right to prescribe appropriate attire and grooming and to set standards which are deemed to be in the best interest of the City and ensure an appropriate image for the City.

2. The Appointing Authority requires that an employee's clothing, grooming, and overall appearance be appropriate, in good taste, present a favorable public image, and be in conformity with regulations established by the City due to the specialized nature of service provided or the employment position maintained.
3. Clothing shall be conducive to the safe and effective performance of required job duties.
4. Certain employees may be required to wear regulation uniforms while on duty. The applicable departments may establish policies and procedures governing uniforms. When employees are required to wear a regulation uniform, the City shall provide the uniforms and/or provide a uniform allowance as prescribed by the City ordinance or applicable collective bargaining agreement.
5. Employees are required to keep uniforms neat, clean, and in good repair. City-issued uniforms may only be worn by employees while conducting official City business.
6. The City shall provide standard work clothing and safety equipment for all maintenance employees of the Parks and Recreation, Service, Street, Vehicle Maintenance, Water/Waste Water, Storm Water Utility and the Building Department employees. Each item of work clothing shall be suitably and permanently identified as belonging to the City. Any item unaccounted for shall be charged to the employee.

160.12 CITY CLOTHING PROVIDED (SENIOR POLICE MANAGEMENT)

In addition to non-conflicting provisions in Section 7.07, the following shall apply to Senior Police Management.

The City shall furnish the basic uniforms and new equipment for all sworn officers. Uniform parts and equipment shall be replaced by the City on an as-needed basis. All uniforms and equipment purchased by the City remain the property of the City and must be returned when a member is separated from City service for any reason.

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

The City shall repair or replace all uniform items damaged or destroyed in the line of duty so long as the damage was not due to the employee's misconduct or negligence.

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

Employees assigned to plain clothes or administrative duty shall be permitted to purchase civilian clothing and components up to the reimbursable amount of \$850 per year. Clothing

selected shall be at the discretion of the employee but shall be moderately conservative in style, cut, and color, and shall be acceptable to the local business community.

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

Employees shall be reimbursed for necessary dry cleaning of uniforms or plain cloths items. Employees shall utilize the dry cleaning facility or facilities designated by the City. The following items shall be provided by the City:

Trousers — 5	Holster — 1
Shirts, Winter — 5	Magazine — 2
Shirts, Summer — 5	Magazine Pouches — 1 (dbl)
Ties — 3	Handcuffs — 1
Tie Bar — 1	Handcuff Case — 1
Shoes — 1 pair	Handcuff Key — 1
Boots — 1 pair	Belt Keepers — 4
Jacket – All Season – 1	Walkie Talkie Holder — 1
Raincoat — 1	Mace — 1
Hat, Winter — 1	Mace Holder — 1
Trooper Winter Hat — 1	Gloves — 1 pair
Hat, Summer — 1	Flashlight — 1 (3 cell)
Raincoat Cover — 1	Cite Bookholder — 2
Hat Badge — 1	Wristwatch — 1
Breast Badge — 2	Protective Vest — 1
Name Plate — 2	Belt (Trouser) — 1
Whistle — 1	Gun Belt — 1
Whistle Chain — 1	Service Weapon — 1

ORDINANCE NO. 67-19PASSED: May 28, 2019

ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: Amending Sections 160.02(e) PARKS & RECREATION DEPARTMENT; 160.03 SALARY SCHEDULE; and Repealing/Replacing Section 160.08 ADMINISTRATION OF PAY PLAN OF CHAPTER 160 EMPLOYEE COMPENSATION.

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

SECTION 1. That Sections 160.02(e) PARKS & RECREATION DEPARTMENT; 160.03 SALARY SCHEDULE; of Chapter 160 EMPLOYEE COMPENSATION of the Code of Ordinances of the City of Reynoldsburg shall be and are hereby amended to read as follows:

See Exhibit "A" attached hereto and incorporated herein.

SECTION 2: That existing Sections 160.02, 160.03, and 160.08 of Chapter 160 be and are hereby repealed and replaced.

SECTION 3. That upon adoption by Council this ordinance shall be in effect thirty days following signature by the Mayor.

Doug Joseph
Doug Joseph, President of Council

ATTEST: April L. Beggerow
April L. Beggerow, Clerk of Council

APPROVED: Bradley L. McCloud
Bradley L. McCloud, Mayor

DATE

5/29/19

CERTIFICATE

I, April L. Beggerow, Clerk of Council, City of Reynoldsburg, Ohio do hereby certify the foregoing to be a true and correct copy of Ordinance No. 67-19 as passed by Council of said City on the 28th day of May, 2019 and as recorded in the Record of Proceedings of said Council.

April L. Beggerow
April L. Beggerow, Clerk of Council

Filed with Mayor: 5/29/19

Attachment: 67-19 Amend Chapter 160 (67-19 : Chapter 160 Changes)

City of Reynoldsburg, Ohio
Chapter 160
Employee Compensation

February 11, 2019

Attachment: 67-19 Amend Chapter 160 (67-19 : Chapter 160 Changes)

TABLE OF CONTENTS

160.01	DEFINITIONS.....	1
160.02	AUTHORIZED POSITIONS, PERSONNEL, CLASSIFICATION AND PAY GRADE.....	8
160.03	SALARY SCHEDULE.....	11
160.04	OTHER COMPENSATION.....	13
160.05	OVERTIME ELIGIBILITY.....	14
160.06	OVERTIME PAY.....	14
160.07	LONGEVITY.....	15
160.08	ADMINISTRATION OF PAY PLAN.....	16
160.09	GROUP INSURANCE.....	19
160.10	EDUCATIONAL ASSISTANCE.....	21
160.11	CITY CLOTHING PROVIDED.....	22
160.12	CITY CLOTHING PROVIDED (SENIOR POLICE MANAGEMENT).....	22

160.01 DEFINITIONS

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

ADA: Americans With Disabilities Act.

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

BWC: abbreviation for Ohio Bureau of Workers' Compensation.

City: The City of Reynoldsburg, Ohio.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FLSA: abbreviation for the Fair Labor Standards Act.

FML: abbreviation for Family and Medical Leave.

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

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

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

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

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

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

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

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

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

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

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

PART-TIME: an individual that does not work a regular 40 hour work week .

PERS: abbreviation for the Public Employees Retirement System.

PFDPF: abbreviation for the Ohio Police and Fireman's Disability and Pension Fund.

Pay Period: the official pay period shall be biweekly.

Pay Plan: schedule of compensation rates established for all classifications or positions in the City service.

Personnel Actions: a specific act by the City to implement a personnel decision (e.g. hiring, promotion, demotion, suspension, removal, layoff, wage increases).

Personnel Decisions: such decisions include, but are not limited to: (1) recruitment, (2) selection, (3) placement, (4) testing, (5) training, (6) promotions and transfers, (7) layoff and recall, (8) removal, (9) disciplinary action, (10) employee benefits and compensation, and (11) tangible program services and benefits.

Position: group of duties and responsibilities assigned or delegated by competent authority to be performed by one (1) person. All of the positions listed in the organizational chart constitute positions within City. Positions and the duties of a position may be revised, but the employee's classification remains the same unless the position is reclassified.

Prevailing Pay Rate: rate of compensation in effect at any time.

Prior Service Credit: the City will allow service credit for any prior service an employee may have had with the City or any other Ohio governmental agency or Ohio political subdivision. Part-time service will be pro-rated for prior service credit purposes.

Promotion: change in position which results in an increase in an employee's compensation and responsibility.

Separation (except for cause): applies when the employee leaves the City service of his own volition.

Sick Leave: period of time granted by the Appointing Authority or appropriate designee due to inability of the employee to work because of physical or mental sickness, or injury due to an off-the-job accident.

Solicitation: act of requesting an individual to purchase goods, materials, or services, or a plea for financial contribution.

Superintendent: a classified individual who has been authorized by the City to perform or assist in performing some or all of the following: hiring, transferring, suspending, laying off, recalling, promoting, discharging, assigning, rewarding, interviewing, evaluating, approving leave requests, approving payroll time sheets or disciplining employees under the direction of the City; to responsibly direct employees; to adjust their grievances; or to effectively recommend any of these actions. Also referred to as Supervisor.

Supervisor: a classified individual who has been authorized by the City to perform or assist in performing some or all of the following: hiring, transferring, suspending, laying off, recalling, promoting, discharging, assigning, rewarding, interviewing, evaluating, approving leave requests, approving payroll time sheets or disciplining employees under the direction of the City; to responsibly direct employees; to adjust their grievances; or to effectively recommend any of these actions. Also referred to as Superintendent.

Suspension: relief of an employee from duty without pay, usually for a short period of time as a disciplinary measure.

Transfer: voluntary and/or involuntary reassignment from one department in the City service to another.

Training Appointment: In the event of a planned (i.e. retirement, notice given of separation) employee separation, the Appointing Authority may employ an additional employee for no longer than eight (8) weeks while the current employee continues their employment with the City.

Unclassified Service: those positions set forth in Section 7.03 of the City Charter as applied to the Civil Service of the City of Reynoldsburg. Positions in the unclassified service shall be exempt from all examinations.

Vacation Leave: period of time granted by the Appointing Authority or appropriate designee during which employees are exempt from work and paid at the employee=s prevailing rate.

Vacation Year: the interval of time based on the employee's service date with the City and extends from service date to service date.

Vendor: any individual or group engaged in or desiring to engage in the supply of goods, materials, or services, (which are utilized in the conduct of public business) to the City and/or its employees.

Work Area: any office, room, or physical location where official City business is transacted and/or operations of the City are conducted.

Work Time: the time when an employee's duties require that the employee be engaged in work tasks.

Written Reprimand: written record of disciplinary action, usually issued after a written warning has failed to improve an employee's conduct or when the employee has committed a more serious violation, which is provided to the employee and placed in the employee's personnel file in an attempt to improve the employees conduct and performance.

Written Warning: written documentation of a verbal counseling and instruction which is provided to the employee and placed in the employee's personnel file to correct any misconduct and improve the employee's conduct and performance.

160.02 AUTHORIZED POSITIONS, PERSONNEL, CLASSIFICATION AND PAY GRADE

<u>Position</u>	<u>Personnel</u>	<u>Classification</u>	<u>Pay Grade</u>
(a) ADMINISTRATIVE			
Mayor	1	Unclassified	See Sect.141.01
Auditor	1	Unclassified	See Sect.143.01
City Attorney	1	Unclassified	See Sect.147.03
Asst. City Attorney	1	Unclassified	19
Asst. City Prosecutor	2 p/t	Unclassified	19
City Attorney Secretary	1	Unclassified	15
City Attorney Clerk	1	Classified	12
Criminal Justice Program Administrator	1	Unclassified	12
Mayor's Secretary*	1p/t	Unclassified	15
Clerk of Courts	1	Unclassified	16
Assistant Clerk of Courts	1	Classified	11
Data Entry Operator	1p/t	Classified	6
Data Entry Operator	1	Classified	6
Clerk of Council	1	Unclassified	16
Asst. Clerk of Council	1 p/t	Unclassified	10
Tax Administrator	1	Classified	15
Deputy Auditor	1	Unclassified	15
Auditor's Secretary	1 p/t	Unclassified	10
Finance Manager	1	Classified	21
Civil Service			
Administrative Assistant	2 p/t	Unclassified	15
Special Events/Media Coordinator	1	Unclassified	12
* Mayor's Secretary to be shared with Human Resources Department			
(b) DEPARTMENT OF COMPUTER SYSTEMS			
Director of Computer Systems	1	Unclassified	22
Network Systems Administrator	1	Classified	19
(c) DEPARTMENT OF DEVELOPMENT			
Development Director	1	Unclassified	22
Development Director			
Administrative Assistant	1	Unclassified	13
Planning & Zoning Administrator	1	Classified	19
(d) HUMAN RESOURCES DEPARTMENT			
Director of Human Resources	1	Unclassified	22
Human Resources Generalist	1	Unclassified	12

(e) PARKS & RECREATION DEPARTMENT

Director	1	Unclassified	22
Administrative Assistant	1	Unclassified	13
Senior Center Manager	1	Classified	16
Special Events/Media Coordinator	1	Unclassified	12

<u>Position</u>	<u>Personnel</u>	<u>Classification</u>	<u>Pay Grade</u>
Senior Citizens Assistant	2 p/t	Classified	7
Senior Center Activities Instructor	1 p/t	Classified	5
Recreation Superintendent	1	Classified	16
Grounds Superintendent	1	Classified	16
Assistant Grounds Superintendent	1	Classified	12
Parks Grounds Maintenance	2	Classified	3
Parks Maintenance			
<u>Field and Landscape Operator</u>	2	Classified	6
Horticulturist	1	Classified	10
Recreation Coordinator	1	Classified	7

Seasonal & Occasional	Variable	Unclassified	See 160.03(d) & (e)
-----------------------	----------	--------------	---------------------

(f) POLICE DEPARTMENT

Director of Public Safety	1	Unclassified	22
Chief of Police	1	Classified	26A
Deputy Chief of Police	1	Classified	24A
Lieutenant	2	Classified	22A
Sergeant	9	Classified	See Chapter 166
Police Officer	57	Classified	See Chapter 166
Dispatcher	8	Classified	See Chapter 162
Support Services Supervisor	1	Classified	16
Property Room Coordinator	1	Classified	10
Property Room Clerk	1 p/t	Classified	7
Chief of Police			
Administrative Assistant	1	Classified	14
Public Service Records Technician	3	Classified	9
Court Specialist	1	Classified	9
Detective Bureau Administrative Assistant	1	Classified	9
Command & Staff Administrative Assistant	1	Classified	10
Accreditation Manager	1 p/t	Classified	10
Training Manager	1 p/t	Classified	10
Court Liaison	2 p/t	Classified	13

(g) SERVICE DEPARTMENT

Rev. 44-16, 5/10/2016 Rev. 45-16 5/10/2016, Rev. 110-16 10/24/16, Rev. 119-16 11/14/2016; Rev 64 -17 6/27/2017; 136-17 11/30/2017;
Rev 154-17 12/18/2017

(1) Director of Public Service	1	Unclassified	22
Service Director			
Administrative Assistant	1	Unclassified	13
Secretary	1	Classified	8
Maintenance Foreman	1	Classified	16
Custodian	3	Classified	5
Maintenance Crew Leader	1	Classified	9
(2) Building Division			
Chief Building Official	1	Classified	19
Asst. Chief Building Inspector	1	Classified	17
Building Inspector I	3	Classified	14
Permit Technician	1	Classified	11
Code Compliance Officer	2	Classified	6
(3) Water/Wastewater Division			
Superintendent	1	Classified	18
Asst. Superintendent	1	Classified	15
Maintenance Spec/Equip Operator	6	Classified	10
Billing Supervisor	1	Classified	13 14
Account Clerk 2	4	Classified	7
(4) Street Division			
Superintendent	1	Classified	17
Asst. Superintendent	1	Classified	15
Administrative Assistant	1	Classified	8
(To be shared with Storm Water Utility Division)			
Maintenance Spec/Equip Operator	5	Classified	10
Maintenance Spec/Equip Operator	1*	Classified	10
(To be shared with Storm Water Utility Division)			
Fleet Maintenance Supervisor	1	Classified	14
Fleet Maintenance Technician	1	Classified	10
(4)(a) Storm Water Utility Division			
Asst. Superintendent	1	Classified	14
Administrative Assistant	1	Classified	8
(To be shared with Street Division)			
Maintenance Spec/Equip Operator	2	Classified	10
Maintenance Spec/Equip Operator	1*	Classified	10
(To be shared with Street Division)			
(h) DEPARTMENT OF ENGINEERING			
Director of Engineering	1	Unclassified	22

160.03 SALARY SCHEDULE

BEGINNING ~~January 1, 2018~~ July 1, 2019 with the implementation of steps, THE FOLLOWING PAY GRADES SHALL BE IN EFFECT:

(a) Full Time Employees – NON SUPERVISORY PERSONNEL

CITY OF REYNOLDSBURG, OHIO

SALARY SCHEDULE

(5% Between Grades, 30% Minimum to Maximum)

GRADE		MINIMUM TO MAXIMUM	
1	Annual	\$ 24,295	\$ 35,078
2	Annual	\$ 25,522	\$ 36,816
3	Annual	\$ 26,801	\$ 38,661
4	Annual	\$ 28,132	\$ 40,566
5	Annual	\$ 29,561	\$ 42,589
6	Annual	\$ 31,042	\$ 44,729
7	Annual	\$ 32,580	\$ 46,985
8	Annual	\$ 34,214	\$ 49,351
9	Annual	\$ 35,901	\$ 51,837
10	Annual	\$ 37,690	\$ 54,438
11	Annual	\$ 39,585	\$ 57,152
12	Annual	\$ 41,580	\$ 59,990
13	Annual	\$ 43,672	\$ 62,991
14	Annual	\$ 45,874	\$ 66,169
15	Annual	\$ 48,177	\$ 69,462
16	Annual	\$ 50,580	\$ 72,586
17	Annual	\$ 53,089	\$ 76,570
18	Annual	\$ 55,745	\$ 80,383
19	Annual	\$ 58,557	\$ 84,425
20	Annual	\$ 61,472	\$ 88,648
21	Annual	\$ 64,539	\$ 93,100
22	Annual	\$ 67,759	\$ 97,776
23	Annual	\$ 71,137	\$ 102,694
24	Annual	\$ 74,712	\$ 107,832
25	Annual	\$ 78,452	\$ 113,210

Rev. 44-16, 5/10/2016 Rev. 45-16 5/10/2016, Rev. 110-16 10/24/16, Rev. 119-16 11/14/2016; Rev 64 -17 6/27/2017; 136-17 11/30/2017;
Rev 154-17 12/18/2017

26	Annual	\$ 82,388	\$ 118,873
----	--------	-----------	------------

*Nonexempt payroll will be based upon hourly rates derived from the annual rates.

** Based on City of Reynoldsburg Council recommendation of 2%.

(b) Senior Police Management

**CITY OF REYNOLDSBURG, OHIO
SALARY SCHEDULE**

GRADE		MINIMUM	TO	MAXIMUM
22A	Annual	\$ 81,491		\$116,441
24A	Annual	\$85,565		\$122,263
26A	Annual	\$ 89,756		\$ 128,298

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

(b) SUPERVISORY PAY RANGE

Pay Grade	Minimum	Maximum
14	\$ 24.50	\$ 34.00
15	\$ 25.50	\$ 36.00
16	\$ 26.00	\$ 38.00
17	\$ 27.00	\$ 41.00
18	\$ 28.00	\$ 43.00
19	\$ 29.00	\$ 45.00

Rev. 44-16, 5/10/2016 Rev. 45-16 5/10/2016, Rev. 110-16 10/24/16, Rev. 119-16 11/14/2016; Rev 64 -17 6/27/2017; 136-17 11/30/2017;
Rev 154-17 12/18/2017

20	\$ 31.00	\$ 47.00
21	\$ 33.00	\$ 49.00
22	\$ 35.00	\$ 51.00

(c) Senior Police Management

Pay Grade	Minimum	Maximum
24A	\$ 45.00	\$ 60.00
26A	\$ 50.00	\$ 65.00

*Nonexempt payroll will be based upon hourly rates derived from the annual rates.

(c) Part Time Employee

Part time employees' rate of pay shall begin at the minimum hourly rate for the pay grade assigned.

(d) Seasonal Employee

1) Parks and Recreation Department:

Seasonal Recreation Employee	\$8.00 - \$30.00
Seasonal Maintenance Employee	\$8.50 - 14.00 <u>\$16.00</u>
Bus/Van Driver	\$9.50 per hour- <u>\$16.00</u>

2) Service Department

Water/Wastewater Laborer	\$9.00 - \$10.00 - \$10.50 <u>\$12.00</u> per hour
Service Seasonal Laborer	\$9.00 - \$10.00 - \$10.50 <u>\$12.00</u> per hour

3) Street Department

Street Seasonal Laborer	\$9.00 - \$10.00 - \$10.50 <u>\$12.00</u> per hour
-------------------------	---

(e) Occasional Labor/Independent Contract

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

(1) Parks and Recreation Department:

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

(2) Service Department (Building Division)

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

160.04 OTHER COMPENSATION

Rev. 44-16, 5/10/2016 Rev. 45-16 5/10/2016, Rev. 110-16 10/24/16, Rev. 119-16 11/14/2016; Rev 64 -17 6/27/2017; 136-17 11/30/2017;
Rev 154-17 12/18/2017

(1) Water/Wastewater Departments – License Compensation

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

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

(b) An employee may be compensated for the highest license regardless of the Department.

2) All Second Shift Chapter 160 Eligible Employees Shift Differential

A shift differential of seventy-five cents (\$.75) per hour worked shall be paid to any Chapter 160 eligible employees when the majority of their regularly scheduled shift is after 1:00 p.m. and before 6:00 a.m.

- 3) Employees who work less than 20 hours per week on a regular basis will receive no benefits.
- 4) An employee who is temporarily assigned to a classification with a lower rate of pay will not be reduced in pay. An employee temporarily assigned to perform the duties of a higher classification with additional responsibilities should be granted a minimum of (five percent (5%)), but no more than ten percent (10%) temporary increase, as determined by the Appointing Authority.

160.05 OVERTIME ELIGIBILITY

A. POLICY

1. Exempt (Salary): Administrative, executive, professional, and certain other employees paid on a salary basis may be exempted or may fall into one of the specific categories of "non-covered" employees under the FLSA. The following positions are exempt from overtime compensation:

Safety Director	Service Director
Development Director	Deputy Chief of Police
Parks & Recreation Director	Computer Systems Director
Human Resources Director	Superintendent of Streets
Chief Building Official	Clerk of Courts
Superintendent of Water/Wastewater	Chief of Police
Tax Administrator	Finance Manager

Assistant City Prosecutors
Planning & Zoning Administrator

Clerk of Council
Assistant City Attorney

Such employees shall not receive a reduction in pay for absences of less than an entire work period (normally five [5] days). Absences will first be deducted from the employee's accumulated sick leave, vacation, or other paid leave time, as appropriate. Sick leave, vacation leave, and holiday pay are based upon a 40 hour week for exempt employees.

2. Nonexempt (Hourly): Employees that fall into the non-exempt status, either by ordinance or the federal Fair Labor Standards Act (FLSA), are paid a set wage on an hourly basis.
3. Part-time employees are expected to work their normally prescribed amount of work hours as determined by the City.

160.06 OVERTIME PAY

(a) Overtime will be authorized by the Appointing Authority or designee when it is necessary to prevent loss of life, damage to property, or to continue essential City services. Only full-time non-exempt employees are eligible for overtime pay.

(b) Full-time employees required to work, in excess of the established regular work week, holidays and/or any paid leave during the scheduled work week, shall be compensated for the excess hours at the rate of one and one-half (1½) times their current rate of pay. Employees must submit a time sheet by noon on Monday in order to be paid for overtime in the prior two (2) weeks. If not, overtime will be paid in the following pay period. Part-time employees must work more than forty (40) hours per week in order to qualify for overtime pay.

(c) The work period for calculating overtime shall be 12:00 a.m. Saturday through 11:59 p.m. Friday, unless the City has established an alternative work period for certain classes of employees. The City's right to use dual calculations to compute overtime owed to employees covered by collective bargaining agreements remains intact.

(d) In case of death of an employee, any earned overtime hours worked credited to such employee shall be paid to the surviving spouse, or to the estate of the deceased, if there is no surviving spouse.

160.07 LONGEVITY

Full-time employee of the City shall be eligible for longevity compensation at the conclusion of six (6) years of continuous service. Employees who are eligible for longevity

prior to November 1, 2014 will have an adjusted longevity payment date of November 1. Longevity will be paid on the pay period that includes November 1 annually.

Full-time employees who become eligible for longevity as of November 1, 2014 will be paid longevity their actual anniversary dated with the city. The new rate effective January 1, 2019 is:

<u>From</u> (Conclusion of):	<u>To</u> (Conclusion of):	
6 th year	9 th year	\$550.00 annually
10 th year	14 th year	\$ 600.00 annually
15 th year	19 th year	\$ 650.00 annually
20 th year	----	\$ 700.00 annually

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

160.08 ADMINISTRATION OF PAY PLAN

~~Effective July 1, 2019 the City will implement a step program for non-bargaining unit employees in pay grades 1 through 14 in non-supervisory roles as reflected in 160.03 (a) below. There are two methods by which employees shall receive pay increase; anniversary date of hire and the annual increases in the pay table, which go in effective January 1 of each year as approved by City Council. All employees move to the rate in effect for their step on January 1.~~

~~All new employees will be assigned to Step 1 at the time of hire, unless there is qualifications that the Appointing Authority approves a start of a higher step.~~

~~In order to move to the next step an employee's performance must meet or exceed expectations. Any employee not meeting performance standards will be notified of a delay of the step increase by six months. At the six-month mark there will be another evaluation of performance and if the employee meets the performance standards, they will be granted their step increase and then move forward to their next step on their anniversary date.~~

~~During the implementation of steps, each employee will move to the next step from their current pay as of July 1, 2019 on their anniversary date. For example, an employee's current rate of pay is between Step 3 and Step 4, they will move to Step 4 on their anniversary date.~~

~~The denial of an increase is not a disciplinary action nor a reduction in pay, the employee has simply not earned an increase~~

~~TABLE FOR STEPS FOR PAY GRADE 1-14 NON-SUPERVISORY
WILL BE INSERTED HERE FOR APPROVAL BY COUNCIL NO LATER
THAN APRIL 1, 2019 FOR JULY 1, 2019 IMPLEMENTATION.~~

~~TABLE FOR PAY GRADE 13—26A SUPERVISORY POSITIONS
WILL BE INSERTED HERE FOR APPROVAL BY COUNCIL NO LATER
THAN APRIL 1, 2019 FOR JULY 1, 2019 IMPLEMENTATION.~~

~~Each year, City Council will review the minimum and maximum rates set forth in Reynoldsburg Chapter 160.03 and determine whether and to what extent the City should adjust the overall Salary Schedule in order to allow the City of Reynoldsburg to remain competitive in the labor market and to help its employees' wages maintain pace with inflation. In doing so, the Council will review the City's available resources, any updated survey information, and any annualized changes in the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers—U.S. City Average published by the United States Department of Labor Bureau of Labor Statistics. Any percentage adjustment agreed upon by Council will be applied to all Pay Grades, so as to maintain the same differential between them. The adjustment will normally be effective as of January 1 of each year.~~

~~The CPI data and any survey data of comparable jurisdictions will only be used as guidelines to help the Council assess the City's options year to year. Although the City might only resurvey every three (3) years, rather than annually, the Salary Schedule will nevertheless be reviewed annually for possible adjustment.~~

~~2. Initial Pay Grade Assignments:~~

~~3. Promotions~~

~~Upon promotion, the employee's rate of pay shall be the rate within the higher appropriate Pay Grade that affords the employee an increase of not less than 5% over the employee's rate for the position prior to promotion.~~

~~4. Transfers and Certain Other Appointments~~

~~Upon lateral transfer or appointment to a classification within the same Pay Grade, the employee's pay level is to remain at the same Pay Grade and rate. If that lateral transfer or appointment is to a classification with a lower Pay Grade, the appointing authority may establish the employee's pay at an equitable rate within the lower Pay Grade authorized by Reynoldsburg Chapter 160.03 Salary Schedule. Promotion transfers and appointments are to be in accordance with Reynoldsburg Chapter 160.08. All benefits are retained when an employee transfers or is appointed to another position within the service of the City for any reason.~~

~~(b) INDIVIDUAL INCREASES FOR PAY GRADES SUPERVISORY STAFF 13—26A~~

~~Employees in pay grades 13 and above that serve in a supervisory role will receive increases based upon an annual evaluation completed by their direct supervisor each spring. The amount of the increase will be within the salary range for the pay grade determined by the Appointing Authority.~~

~~5. Probationary Employees and New Employees~~

~~The appointing authority shall have the option of withholding a January 1 increase for a probationary employee or for a non-classified employee whose employment with the City is less than six months.~~

(a) SALARY SCHEDULE AND PAY GRADES

- 1) Effective July 1, 2019 the City will implement a step program for non-bargaining unit employees in pay grades 1 through 15 in non-supervisory roles as reflected in 160.03 (a). There are two methods by which employees shall receive pay increase based upon steps 1) on their anniversary date of hire and 2) if Council approves an increase in the step table, employees would be given that adjustment effective January 1.
- 2) During the implementation of steps, on an employee's anniversary date they will move to the next step based upon the assigned step as of July 1, 2019. For example, an employee with an August 15 anniversary date and a current rate of pay that is between Step 3 and Step 4 would be assigned a step 3 and they will move to Step 4 on their anniversary date.
- 3) All new employees will be assigned to Step 1 at the time of hire, unless they meet qualifications that the Appointing Authority approves a start of a higher step up to step 3 of each pay grade.
- 4) In order to move to the next step an employee's performance must meet or exceed expectations. Any employee not meeting performance standards will be notified of a delay of the step increase by six-months. At the six-month mark there will be another evaluation of performance and if the employee meets the performance standards, they will be granted their step increase and then move forward to their next step on their anniversary date. The denial of an increase is not a disciplinary action nor a reduction in pay, the employee has simply not earned an increase
- 5) For supervisory staff in pay grades 14 -26A will be based upon the minimum and maximum range set forth in each pay grade, based upon qualifications and approval of the appointing authority. Increases will be based upon annual performance reviews/feedback from their supervisor and/or Appointing Authority within the approved ranges and will effective January 1 of each year.
- 6) The Human Resources Director with the approval of the Mayor will present to City Council from time to time a recommendation based upon a review of the minimum

and maximum rates set forth in Reynoldsburg Chapter 160.03 and determine whether and to what extent the City should adjust the overall Salary Schedule in order to allow the City of Reynoldsburg to remain competitive in the labor market and to help its employees' wages maintain pace with inflation

- 7) Cost of living adjustment will be determined by Council and would be effective January 1. The CPI data and any survey data of comparable jurisdictions will only be used as guidelines to help the Council assess the City's options year to year. Although the City might only resurvey every three (3) years, rather than annually, the Salary Schedule will nevertheless be reviewed annually for possible adjustment.

(b) Promotions

Upon promotion, the employee's rate of pay shall be the rate within the higher appropriate Pay Grade that affords the employee an increase of not less than 5% over the employee's rate for the position prior to promotion.

(c) Transfers and Certain Other Appointments

Upon lateral transfer or appointment to a classification within the same Pay Grade, the employee's pay level is to remain at the same Pay Grade and rate. If that lateral transfer or appointment is to a classification with a lower Pay Grade, the appointing authority may establish the employee's pay at an equitable rate within the lower Pay Grade authorized by Reynoldsburg Chapter 160.03 Salary Schedule. Promotion transfers and appointments will be approved by the Appointing Authority. All benefits are retained when an employee transfers or is appointed to another position within the service of the City for any reason.

160.09 GROUP INSURANCE

(a) Each employee eligible for medical insurance under the Affordable Health Care Act is entitled to such benefits provided by a group insurance contract, the premiums of which, including premiums for dependent coverage, if appropriate, shall be paid by the City less an employee/newly elected or appointed official premium contribution of twelve percent (12%) of the total monthly premium for health, and seven percent (7%) for dental and vision insurance unless otherwise specified. Premium contributions shall be paid by payroll deduction. Coverage's and exclusions are as follows:

1. Effective January 1, 2014, eligible employees and each newly elected official who choose to utilize the City's medical insurance will pay twelve (12%) of the monthly premium contribution.
2. Effective January 1, 2008 for eligible employees and place into the H.S.A.

amounts for single and family coverage as determined annually by City Council. Contributions for elected officials shall be equal to the contribution for full-time employees. Said amounts will be placed into the individual H.S.A. by the Auditor not later than January 15th of each year or as determined by the appropriate Labor Agreement.

A. The following shall apply for each full-time employee and is eligible for Medicare coverage:

The City will reimburse said full-time employee or elected official for qualified medical expenses and prescriptions that meet the insurance plan deductible coverage up to the same contribution level of those not eligible for Medicare coverage.

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

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

160.10 EDUCATIONAL ASSISTANCE

1. All full-time employees are eligible to participate in the Educational Assistance Incentive Program of the City. Participation is voluntary and available to those who elect job-related self-development activities during non-working hours. All coursework must be taken in accordance with a Planned Program of Professional Improvement approved by the appointing authority in advance.
2. The allowances for assistance are as follows:
 - A. All full-time employees are eligible to participate in the Educational Assistance Incentive Program of the City. Participation is voluntary and available to those who elect job-related self-related self-development activities during non-working hours. All coursework must be taken in accordance with a Planned Program of Professional Improvement approved by the appointing authority in advance.
 - B. The allowances for assistance are as follows:
 1. The annual allowance for college credit coursework education assistance (per employee) is \$3,000.00 per academic year.
 2. The annual allowance for non-college credited coursework education assistance (per employee) is \$1,000.00 per academic year.
 3. Annual text book reimbursement shall not exceed fifty percent (50%) of the actual cost of textbooks for college credit coursework and \$250.00 for non-college credit coursework during the academic year.
 4. All coursework must be preapproved before commencement of the course.
3. To qualify for assistance, plan participants shall satisfactorily complete the course(s) with a grade of C or better, or pass a pass/fail course. Reimbursement shall be made upon submission of official transcripts, tuition statements, and receipts for textbooks.
4. An employee who has received educational assistance must remain an employee for one (1) year following completion of the courses for which assistance was received. Should an employee separate from service with the City of Reynoldsburg within the one (1) year period, except in the event of a disability retirement, that employee must repay any assistance received in the one (1) year period.

160.11 CITY CLOTHING PROVIDED

1. The Appointing Authority reserves the right to prescribe appropriate attire and grooming and to set standards which are deemed to be in the best interest of the City and ensure an appropriate image for the City.

2. The Appointing Authority requires that an employee's clothing, grooming, and overall appearance be appropriate, in good taste, present a favorable public image, and be in conformity with regulations established by the City due to the specialized nature of service provided or the employment position maintained.
3. Clothing shall be conducive to the safe and effective performance of required job duties.
4. Certain employees may be required to wear regulation uniforms while on duty. The applicable departments may establish policies and procedures governing uniforms. When employees are required to wear a regulation uniform, the City shall provide the uniforms and/or provide a uniform allowance as prescribed by the City ordinance or applicable collective bargaining agreement.
5. Employees are required to keep uniforms neat, clean, and in good repair. City-issued uniforms may only be worn by employees while conducting official City business.
6. The City shall provide standard work clothing and safety equipment for all maintenance employees of the Parks and Recreation, Service, Street, Vehicle Maintenance, Water/Waste Water, Storm Water Utility and the Building Department employees. Each item of work clothing shall be suitably and permanently identified as belonging to the City. Any item unaccounted for shall be charged to the employee.

160.12 CITY CLOTHING PROVIDED (SENIOR POLICE MANAGEMENT)

In addition to non-conflicting provisions in Section 7.07, the following shall apply to Senior Police Management.

The City shall furnish the basic uniforms and new equipment for all sworn officers. Uniform parts and equipment shall be replaced by the City on an as-needed basis. All uniforms and equipment purchased by the City remain the property of the City and must be returned when a member is separated from City service for any reason.

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

The City shall repair or replace all uniform items damaged or destroyed in the line of duty so long as the damage was not due to the employee's misconduct or negligence.

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

Employees assigned to plain clothes or administrative duty shall be permitted to purchase civilian clothing and components up to the reimbursable amount of \$850 per year. Clothing

selected shall be at the discretion of the employee but shall be moderately conservative in style, cut, and color, and shall be acceptable to the local business community.

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

Employees shall be reimbursed for necessary dry cleaning of uniforms or plain cloths items. Employees shall utilize the dry cleaning facility or facilities designated by the City. The following items shall be provided by the City:

Trousers — 5	Holster — 1
Shirts, Winter — 5	Magazine — 2
Shirts, Summer — 5	Magazine Pouches — 1 (dbl)
Ties — 3	Handcuffs — 1
Tie Bar — 1	Handcuff Case — 1
Shoes — 1 pair	Handcuff Key — 1
Boots — 1 pair	Belt Keepers — 4
Jacket – All Season – 1	Walkie Talkie Holder — 1
Raincoat — 1	Mace — 1
Hat, Winter — 1	Mace Holder — 1
Trooper Winter Hat — 1	Gloves — 1 pair
Hat, Summer — 1	Flashlight — 1 (3 cell)
Raincoat Cover — 1	Cite Bookholder — 2
Hat Badge — 1	Wristwatch — 1
Breast Badge — 2	Protective Vest — 1
Name Plate — 2	Belt (Trouser) — 1
Whistle — 1	Gun Belt — 1
Whistle Chain — 1	Service Weapon — 1

City Auditor's Office**Stephen Cicak****7232 E. Main Street****Reynoldsburg OHIO 43068****614/322-6858 Phone****ORDINANCE REQUEST****DATE: May 28, 2019****TO: Finance and Administration Committee****RE: Ordinance Appropriating Unencumbered Balances as of December 31, 2018 in Various Police Special Revenue Funds; and Providing that Revenues for Said Funds Received During 2019 be Accepted**

Approval:

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

Ordinance Appropriating Unencumbered Balances as of December 31, 2018, in Various Police Special Revenue Funds; and Providing that Revenues for Said Funds Received During 2019 be Accepted

Section 1: That the unencumbered balances as of December 31, 2018, in various Police Special Revenue Funds be appropriated to the proper associated accounts in the following manner:

\$87,475.97 from the unappropriated Law Enforcement Fund (290) be appropriated to account **290.111.5529 Miscellaneous Distributions Law Enforcement Fund.**

\$15,686.54 from the unappropriated Law Enforcement Fund (290) be appropriated to account **290.111.5921 Immobilization Expenses Law Enforcement Fund.**

\$47,494.74 from the unappropriated Drug Enforcement Fund (291) be appropriated to **291.111.5529 Miscellaneous Distributions Drug Enforcement Fund.**

City Auditor's Office

Stephen Cicak

7232 E. Main Street

Reynoldsburg OHIO 43068

614/322-6858 Phone

\$4,376.00 from the unappropriated Safety Belt Program Fund (292) be appropriated to **292.111.5529 Miscellaneous Distributions Safety Belt Program Fund.**

\$15,372.94 from the unappropriated DUI/ Education/ Enforcement Fund (293) be appropriated to **293.111.5529 Miscellaneous Distributions DUI/Education/Enforcement Fund.**

\$85,705.41 from the unappropriated Federal Forfeiture Fund (294) be appropriated to **294.111.5529 Miscellaneous Distributions Federal Forfeiture Fund.**

\$57,121.76 from the unappropriated Law Enforcement Asst. Fund (295) be appropriated to **295.111.5529 Miscellaneous Distributions Law Enforcement Asst. Fund.**

Section 2. That any revenues received by the City for the various funds referred to in Section 1, during the year 2019, shall be credited to the proper funds, to appropriate when requested by the Administration and approved by City Council

ORDINANCE NO. 68-19PASSED: May 28, 2019

ORDINANCE APPROPRIATING UNENCUMBERED BALANCES AS OF DECEMBER 31, 2018 IN VARIOUS POLICE SPECIAL REVENUE FUNDS; AND PROVIDING THAT REVENUES FOR SAID FUNDS RECEIVED DURING 2019 BE ACCEPTED

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

SECTION 1: That the unencumbered balances as of December 31, 2018 in various Police Special Revenue Funds be appropriated to the proper associated accounts in the following manner:

\$87,475.97 from the unappropriated Law Enforcement Fund (290) be appropriated to account 290.111.5529 Miscellaneous Distributions Law Enforcement Fund.

\$15,686.54 from the unappropriated Law Enforcement Fund (290) be appropriated to account 290.111.5921 Immobilization Expenses Law Enforcement Fund.

\$47,494.74 from the unappropriated Drug Enforcement Fund (291) be appropriated to 291.111.5529 Miscellaneous Distributions Drug Enforcement Fund.

\$4,376.00 from the unappropriated Safety Belt Program Fund (292) be appropriated to 292.111.5529 Miscellaneous Distributions Safety Belt Program Fund.

\$15,372.94 from the unappropriated DUI/ Education/ Enforcement Fund (293) be appropriated to 293.111.5529 Miscellaneous Distributions DUI/Education/Enforcement Fund.

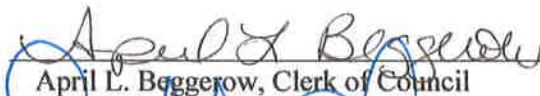
\$85,705.41 from the unappropriated Federal Forfeiture Fund (294) be appropriated to 294.111.5529 Miscellaneous Distributions Federal Forfeiture Fund.

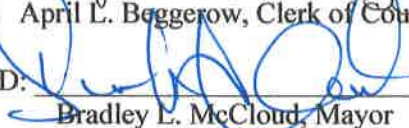
\$57,121.76 from the unappropriated Law Enforcement Asst. Fund (295) be appropriated to 295.111.5529 Miscellaneous Distributions Law Enforcement Asst. Fund.

SECTION 2. That any revenues received by the City for the various funds referred to in Section 1, during the year 2019, shall be credited to the proper funds, to appropriate when requested by the Administration and approved by City Council

SECTION 3. That upon adoption by Council this Ordinance shall be in effect thirty days following signature by the Mayor.


Doug Joseph, President of Council

ATTEST: 
April L. Beggerow, Clerk of Council

APPROVED:  DATE 5/29/19
Bradley L. McCloud, Mayor

CERTIFICATE

I, April L. Beggerow, Clerk of Council, City of Reynoldsburg, Ohio do hereby certify the foregoing to be a true and correct copy of Ordinance No. 68-19 as passed by Council of said City on the 28th day of May, 2019 and as recorded in the Record of Proceedings of said Council.


April L. Beggerow, Clerk of Council

Filed with Mayor: 5/29/19