



Doug Joseph, President
Caleb Skinner, Ward 1
Brett Luzader, Ward 2
Marshall Spalding, Ward 3
Mel Clemens, Ward 4
Barth Cotner, At-Large
Stacie A. Baker, At-Large
Kristin J. Bryant, At-Large

CITY COUNCIL

Committee Meetings Regular Council Meeting

7232 E. Main St
Reynoldsburg, OH 43068
www.ci.reynoldsburg.oh.us

April Beggerow
614-322-6836

Monday, May 14, 2018

Council Chambers

FINANCE AND ADMINISTRATION COMMITTEE MEETING

1. CALL TO ORDER - ROLL CALL

2. APPROVAL OF AGENDA

3. APPROVAL OF MINUTES

a. Finance and Administration Committee – Committee Meeting – April 23, 2018

4. NEW LEGISLATION/DISCUSSION ITEMS

a. ORDINANCE REPEALING AND REPLACING ORDINANCE NO. 51-18 PASSED APRIL 23, 2018 REGARDING AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT FOR THE 2018 STREET PROGRAM; AND DECLARING AN EMERGENCY.

b. ORDINANCE TO REPEAL AND REPLACE ORDINANCE 14-03 PASSED MARCH 10, 2003 "THE CITY OF REYNOLDSBURG PERSONNEL POLICY AND PROCEDURE MANUAL.

5. LEGISLATION FOR SECOND READING

a. ORDINANCE TO AMEND ORDINANCE 94-12 PASSED DECEMBER 17, 2012 THAT WAIVES COMPETITIVE BIDDING FOR VARIOUS EXEMPTED CONTRACTS AND EXPENDITURES OVER \$10,000 \$25,000. (First Reading 4/23/2018).

6. LEGISLATION FOR THIRD READING

- a. AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF BONDS IN THE MAXIMUM PRINCIPAL AMOUNT OF \$28,000,000, FOR THE PURPOSE OF PAYING THE COSTS OF IMPROVING THE CITY'S HEALTH AND RECREATION FACILITIES BY CONSTRUCTING a MUNICIPAL RECREATION AND AQUATIC COMPLEX, AND THE ACQUISITION AND IMPROVEMENT OF RELATED INTERESTS IN REAL PROPERTY, TOGETHER WITH ALL NECESSARY AND RELATED APPURTENANCES THERETO (Second Reading 4/23/2018, TEFRA Hearing held 5/7/2018).

MINUTES COMMITTEE MEETING
REYNOLDSBURG FINANCE AND ADMINISTRATION COMMITTEE
April 23, 2018

Chairman Barth R. Cotner called the meeting to order at 7:52 PM

Call to Order - ROLL CALL

PRESENT: Clemens, Cotner, Luzader, Spalding

ABSENT:

Approval of Agenda

Agenda stands approved.

Approval of Minutes

- a. Finance and Administration Committee – Committee Meeting – April 9, 2018

RESULT:	ACCEPTED
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NEW LEGISLATION/DISCUSSION ITEMS

A DISCUSSION ON THE PERSONNEL POLICY AND PROCEDURE MANUAL UPDATE

Mr. Cotner: I had asked Mrs. Boller to look at this and I have talked with the Mayor about this and wanted to be aware of what our language was and try to make sure we had the appropriate language in our policy and procedure manual to make sure we are operating as city leaders in the correct way. So she brought, and you have a new grand baby right? We have to get that on record too. Had a couple days trying to catch up after all of the excitement. But that's why tonight we just have this as a starting point, a discussion item. We want to get this process moving so thank you, that's where we're starting tonight.

Mrs. Boller: The Personnel and Procedure manual of how we operate here in the city was initially written, the most current version, in 2003. As you all know there have been lots of changes in the laws in that time. We are in the process, it is in our outside counsel's hands to revamp all the wording to make sure we are very inclusive in our wording along with, that we are handling all of our personal matters legally. We do handle them with direction as the federal law dictates and offer benefits to our homosexual couples as well as our heterosexual couples as the law does state that we should. What we need to do is just get it all written up and correct with current language in it. We are in the process of doing that. We will have it as a repeal and replace because the entire document is outdated as it was from back in 2003. I'd be happy to answer questions.

Mr. Cotner: So again, as you say, we're working on this, but one of these things we're trying to make sure of is that we specifically clarify this language to make sure that the anti discrimination language protects the LGBT community in our personnel here we want to make sure that is spelled out and clearly defined so that there is no problems from the city's perspective of discrimination and

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MINUTES COMMITTEE MEETING
REYNOLDSBURG FINANCE AND ADMINISTRATION COMMITTEE
April 23, 2018

unfair treatment that we make sure we are progressing and moving forward in that fashion so that was kind of that path that we're on with this particular piece then.

Mr. Spalding: You were following the federal guidelines.

Mrs. Boller: Of course.

Mr. Spalding: Right, but none the less, and I've checked with the Mayor, in the last 11 years, there has only been one filing within the city and that was an old age discrimination suit which was dropped very quickly because the person that was hired was older than the person that filed. In 11 years, I think that's pretty good that we really haven't had within the city government, we really haven't had any issues of any type. So I think we follow the guidelines pretty well with that kind of record I think. So I appreciate your hard work.

Mr. Cotner: Again, I think its obviously good that we're doing it, we're going to make sure its official and not leave.. we're continually trying to approve, so I appreciate that as well.

Mr. Baker: I just wanted to say thank you.

Ms. Bryant: I think the fact that there has been one complaint is interesting. I think a lot of people that experience discrimination if they are not within a protected class, they know they are not within that protected class so they're not going to file a complaint, but none the less, it's a good thing that there has only been one issue in 11 years. I thank you for including the LGBT protections absolutely.

Mr. Cotner: Thank you. We know there is intention to move forward, we've got support to get this cleaned up and moving forward so we'll continue to work with Mrs. Boller, the Mayor's office and City Attorney to make sure that as city leader and example, we're making sure that this is spelled out the right way that we need to. Thank you.

ORDINANCE TO AMEND ORDINANCE 94-12 PASSED DECEMBER 17, 2012 THAT WAIVES COMPETITIVE BIDDING FOR VARIOUS EXEMPTED CONTRACTS AND EXPENDITURES OVER \$10,000 \$25,000. --- Cotner. Finance and Administration Committee.

Mrs. Beggerow: Basically this is just an amendment to change the \$10,000 to \$25,000 to reflect our new bid limit and we have a couple of vendors that have changed. One of the items on there was my Council software and they got bought out, so we're changing that. Another company got bought out and we're adding Sound Communications who is a vendor that is used in the City for a lot of the sound system controls and that's it in a nut shell.

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MINUTES COMMITTEE MEETING
REYNOLDSBURG FINANCE AND ADMINISTRATION COMMITTEE
April 23, 2018

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 4/23/2018 8:00 PM
MOVER:	Barth R. Cotner, Chairman	
SECONDER:	Brett Luzader, Ward 2 Councilmember	
AYES:	Clemens, Cotner, Luzader, Spalding	

LEGISLATION FOR EMERGENCY ADOPTION

54-18

ORDINANCE AUTHORIZING CONTRACT FOR TRANSLATION SERVICES WITH VOCALINK LANGUAGE SERVICES, INC. AND DECLARING AND EMERGENCY --- Cotner. Finance and Administration Committee.

Mr. Cicak: Chairman Cotner, members of Council, tonight I brought Stephanie Werenka from Vocalink to give you a little bit more in depth details about this program that is vitally needed so that we can reach out to our new neighbors. I don't want to ever see another 9 year old kid be pulled out of school so they can answer questions for their parents either in court or in my office and I think this is a vital service. They're on the state no bid contract, they're an MBE company and their price is right. So, we've done our due diligence. The Safety Director 2 weeks ago about a child that was missing and the parents didn't speak English and there was nowhere else to go. I called Stephanie about it and like a superhero she said give me the phone number to the person and she was going to take charge, do the right thing there but the matter was resolved. So I'm very happy with the customer service I've received so far and I want to introduce Stephanie.

Ms. Werenka: Hello, I'm Stephanie Werenka with Vocalink Services and like Mr. Cicak said, we do hold the state contract. I did put together a quick presentation to just give you an overview of the services that we do provide and that you will have available through the state contract.

(Presentation attached to full meeting minutes).

Mr. Cotner: Thank you, I think we've all gotten pretty excited and are looking forward I think its a great program a couple quick questions. There's an ap and I know I asked last meeting will this be readily available to our officers on the street. Do you, have you seen how this can be implemented on your end?

Chief Plesich: ** away from mic

Mr. Cotner: Ok. And then when we call we tell them the language that's needed. What if we don't know the language?

Ms. Werenka: The operator that answers the phone can ask some very specific questions to narrow it down for you. Then we make our best assessment based on that, you'll be connected to an interpreter, if it's not that, that interpreted should be able to, if its a specific dialect or something like that, they should be able to get you where you need to go.

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REYNOLDSBURG FINANCE AND ADMINISTRATION COMMITTEE
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Mr. Cotner: So that's 3 in the afternoon or 3 in the morning whatever time it may be.

Ms. Werenka: 24/7, same with the onsite services, we do have an after hours phone, we do handle a lot of ** appointments so that phone is hoppin.

Mr. Cotner: One last thing, I know I heard somewhere about this, I know one of your slides said something about deaf services. Are there sign language interpreters in this as well?

Ms. Werenka: Not in the state contract. Last July it was taken out of the state contract. We do offer a supplemental contract that is available. In addition to you asking if you don't know what language they speak, we have these I speak cards, they are front and back. We do have smaller versions being made for our first responders so they're not carrying large pieces of paper around. But they are front and back, they do say I speak this language. They can simply point to it, our phone number is on the bottom.

Mr. Cotner: is that on the ap as well, the I speak card?

Ms. Werenka: The I speak card is not.

Mr. Cotner: Ok. Anyone else from Committee have any questions?

Mr. Spalding: It's very cool. Its totally incredible. I really like that. I see the paper because that's certainly they'd see the writing and know that's it. I like that a lot, its' good.

Ms. Bryant: Are the translators certified by the Ohio Supreme Court for use in Mayors Court?

Ms. Werenka: Some are. So we have 2 different types of interpreters. There are qualified and certified. Our qualified interpreters are those that pass our language assessments both written and spoken and then there are some languages that are not certifiable and I can get you a list of those because, we do work with the federal courts and US Supreme Court.

Ms. Bryant: I think predominantly for this community, I mean we've got a number of languages that the ESL teachers speak about 60 different languages in the schools if not more. But I think the big 3 for Reynoldsburg would be Spanish, Somali and Nepali. Are those certified?

Ms. Werenka: Those are certifiable yes. I would have to double check with Lisa to make sure we do have someone in the area.

Ms. Bryant: Thank you.

Mr. Cotner: As she was making that statement about the various languages, I was trying to remember the figure I had heard and I did think it was higher too. Mr. Begeny, what about is that number that the school says?

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Mr. Begeny: ** away from mic.

Mr. Cotner: I knew it was high but our brains were at the same place on that. Something like 80-90-100 different languages just in this community so. Very much overdue to get something like this for all of our residents and I hope it's a great service that will allow us to serve better. Thank you Mr. Cicak for bringing this forward to us.

Mr. Skinner: I would just like to make a comment that I appreciate the suicide awareness and prevention training that they go through. My life has been personally touched by suicide as have others in this room and I myself am certified in suicide awareness and prevention so I would just like to comment on how much I appreciate that that is built right into your company.

Ms. Werenka: Thank you.

Ms. Bryant: Is there any particular equipment that we need to have other than laptops and phones?

Ms. Werenka: No.

Mr. Baker: This is just a statement. This is very long over due. I said that last time, and I'm going to say it this time, it's a great thing that the city has and I wish they had it awhile back. Second, more for the City Auditor. I was looking at the prices and I just wanted to make sure we're getting our bang for our buck. Is this compared to any other services is this price reasonable.

Mr. Cicak: The published price, I think that you have a copy is \$1.34 a minute or is it \$.99.

Mr. Baker: It's \$.99 for phone and \$1.85 for non core language and \$1.65 for core language.

Mr. Cicak: The \$.99 is the updated.

Ms. Werenka: That's for the over the phone services and video remote.

Mr. Cicak: The next biggest company was \$.95 and they're out of California. Being that this is an MBE company and they're from Ohio I think its quite comparable.

Ms. Bryant: How did they compare in other areas as far as document translation and video.

Mr. Cicak: I think there are some documents that we're required to translate, as far as the price they're very comparable. I'm still learning this as we go along now, I just wanted to get this started as soon as possible because seeing kids translating for their parents is just..

Ms. Bryant: unacceptable.

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Mr. Cicak: Yeah, you cant understand how hard it was for me to see a child doing this for their parents and I wish we had it 20 years ago.

Mr. Cotner: We have our City Attorney to weigh in.

Mr. Hood: Just wanted to correct the record a little bit. This was not a no bid contract, they were awarded the State Ohio contract through a competitive bid process so, we're taking advantage once again of someone else's competitive bid process in order to make sure that our tax dollars are being used as wisely as possible. Without getting into the specifics of the quotes that are provided to you, all of the ones that were provided to us have been awarded through the state bid contract whether it be for in person translation, phone services, written translation, things like that. Ok?

Mr. Cotner: Any other questions? Thank you again for coming tonight. Thank you Auditor Cicak for bringing this to us.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 4/23/2018 8:00 PM
MOVER:	Barth R. Cotner, Chairman	
SECONDER:	Marshall Spalding, Ward 3 Councilmember	
AYES:	Clemens, Cotner, Luzader, Spalding	

LEGISLATION FOR SECOND READING

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF BONDS IN THE MAXIMUM PRINCIPAL AMOUNT OF \$28,000,000, FOR THE PURPOSE OF PAYING THE COSTS OF IMPROVING THE CITY'S HEALTH AND RECREATION FACILITIES BY CONSTRUCTING A MUNICIPAL RECREATION AND AQUATIC COMPLEX, AND THE ACQUISITION AND IMPROVEMENT OF RELATED INTERESTS IN REAL PROPERTY, TOGETHER WITH ALL NECESSARY AND RELATED APPURTENANCES THERETO --- Cotner. Finance and Administration Committee.

Mr. Cotner: Mr. Cicak anything to add?

Mr. Cicak: Just my complete happiness with this whole project in the way it's moving forward. Starting last year with issue 11 with Councilman Spalding and Lisa Waickman co-chaired the efforts to get this passed to do this. I'm very happy about the whole process. I've supplied you a packed with the Fiscal Officer's Certificate, a notice of Continuing Disclosure agreement, the Bond Registrar Agreement, the Bond Purchase agreement and tonight I'm asking that a TEFRA hearing be scheduled for May 7 at 7:30 pm and this is for individuals to express their views orally or in writing on the issuance of these bonds and for the nature of this project and for any other improvements.

Mr. Cotner: Questions for the auditor on this? Then next question scheduling a meeting on TEFRA?

Mr. Cicak: It stands for Tax Equity and Fiscal Responsibility. It's mandated by the IRS that we have this hearing.

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Mr. Cotner: I'm just making sure, I don't know that I remember us having one of those that I can recall.

Mr. Hood: It's because of the size of the Bonds that we're issuing, we're going to market on these. Generally in our past practice they have been much smaller than this so we have done a private like bidding process for financial institutions to bid on the best bid package they put together. Because we're going to open market we need to comply with Federal regulations. That's why we haven't done it in the past.

Mr. Cotner: Thank you for the clarity on it and making sure we're on the same page.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 4/23/2018 8:00 PM
MOVER:	Barth R. Cotner, Chairman	
SECONDER:	Mel Clemens, Ward 4 Councilmember	
AYES:	Clemens, Cotner, Luzader, Spalding	

LEGISLATION FOR THIRD READING

55-18

ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: CHAPTER 160 EMPLOYEE COMPENSATION SECTION 160.02 "AUTHORIZED POSITIONS, PERSONNEL, CLASSIFICATION AND PAY GRADE" SUBSECTION (A) "ADMINISTRATIVE"; SUBSECTION (C) "DEVELOPMENT". --- Cotner. Finance and Administration Committee.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 4/23/2018 8:00 PM
MOVER:	Barth R. Cotner, Chairman	
SECONDER:	Brett Luzader, Ward 2 Councilmember	
AYES:	Clemens, Cotner, Luzader, Spalding	

Minutes Acceptance: Minutes of Apr 23, 2018 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 14, 2018****TO: Barth Cotner, At-Large Councilmember Finance and
Administration Committee****RE: ORDINANCE REPEALING AND REPLACING ORDINANCE NO. 51-
18 PASSED APRIL 23, 2018 REGARDING AUTHORIZING THE
MAYOR TO ENTER INTO CONTRACT FOR THE 2018 STREET
PROGRAM; APPROPRIATING FUNDS THEREFOR; AND
DECLARING AN EMERGENCY**

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
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Emergency/Suspension: Emergency

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

Un-appropriate \$1,100,803.06 from CIP fund 410 and appropriate to 410.000.0163.5659

Misc. Infrastructure, 2018 Street Program.

Un-appropriate \$700,000.00 from Street Fund 260 and appropriate to 260.000.0163.5659- Misc.
Infrastructure, 2018 Street ProgramUn-appropriate \$450,000.00 from the Permissive Tax Fund 230 and appropriate to
230.000.0163.05659 - Misc. Infrastructure, 2018 Street Program

City Auditor's Office

Stephen Cicak

7232 E. Main Street

Reynoldsburg OHIO 43068

614/322-6858 Phone

Total \$2,250,803.06

~~SECTION 2. That to fund the project referred to in Section 1, an amount of two million two hundred fifty thousand eight hundred three dollars and six cents (\$2,250,803.06) from the unappropriated Capital Improvements Fund (410) be and is hereby appropriated to account number 410.000.0163.5659 Misc. Infrastructure, 2018 Street Program.~~

SECTION 2. That to fund the project referred to in Section 1, an amount of \$857,063.56 from unappropriated CIP fund 410 be and is hereby appropriated to 410.000.0163.5659 Misc. Infrastructure, 2018 Street Program;

SECTION 3. An amount of \$243,739.50 from the unappropriated Stormwater Fund 740 be and is hereby appropriated to 740.000.0163.5623 - Stormwater Lines, 2018 Street Program;

SECTION 4. An amount of \$700,000.00 from unappropriated Street Fund 260 be and is hereby appropriated to 260.000.0163.5659- Misc. Infrastructure, 2018 Street Program;

SECTION 5. An amount of \$450,000.00 from the unappropriated Permissive Tax Fund 230 be and is hereby appropriated to 230.000.0163.05659 - Misc. Infrastructure, 2018 Street Program for a total appropriation request of \$2,250,803.06; for a total appropriation request of \$2,250,803.06

SECTION 3 6. 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.

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

DATE: May 14, 2018**TO: Finance and Administration Committee****RE: ORDINANCE TO REPEAL AND REPLACE ORDINANCE 14-03
PASSED MARCH 10, 2003 "THE CITY OF REYNOLDSBURG
PERSONNEL POLICY AND PROCEDURE MANUAL.**

Approval:

Completed Brad McCloud	Pending Jed Hood	Completed Stephen Cicak
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**REPEAL AND REPLACE ORDINANCE 14-03 PASSED MARCH 10, 2003 OF "THE
CITY OF REYNOLDSBURG PERSONNEL POLICY AND PROCEDURE MANUAL "
(SEE ATTACHED)**

I. INTRODUCTION TO THE PERSONNEL POLICY MANUAL

The provisions of this Policy Manual are applicable to all City employees, unless otherwise specified or governed by a collective bargaining agreement. The Personnel Procedure Manual (PPM) is not a contract of employment or a guarantee of any rights or benefits, but is merely intended to be used to assist and guide employees in the day-to-day directions and performance of their duties.

The policies adopted in this Handbook supersede all previous written and unwritten personnel policies or operational guidelines that directly conflict with this Handbook, excluding Charter provisions and ordinances adopted by City Council, including Chapter 160 which may be amended from time to time. This Handbook is also intended to be construed in such a manner as to comply with all applicable federal, state, and civil service laws and regulations. Employees are responsible, as a condition of their employment, to familiarize themselves with, and abide by, these policies and procedures.

The City may revise these policies with or without advance notice. The City will attempt to give employees advance notice of any Handbook changes. Notice of revisions shall be provided to all employees.

If any article or section of this Handbook is held to be invalid by operation of law, the remainder of this Manual and amendments thereto shall remain in force and effect. Should a conflict arise between the Ohio Revised Code (O.R.C.), applicable federal law, or applicable local law and this manual, law shall prevail. Additionally, should a direct conflict exist between this Manual and a Collective Bargaining Agreement, the Bargaining Agreement shall prevail.

Questions regarding the interpretation and application of these policies and procedures contained herein shall be directed to the employee's Department Head/Supervisor with input from the Human Resources Director and City Attorney.

In addition to the policies and procedures contained herein, each department and/or division of the City may have operational rules and/or policies in writing or practice that are unique to that department or division which are not covered by this Handbook. Employees are responsible for complying with those departmental or divisional rules and policies, in addition to the policies and procedures contained herein.

All supervisory personnel responsible for administering the policies and procedures contained in this Handbook. Supervisory personnel shall administer all policies and procedures contained herein to ensure compliance by subordinate personnel.

II. EQUAL EMPLOYMENT OPPORTUNITY POLICY

The City is an equal opportunity employer and does not discriminate on the basis of race, color, religion, sex, age, national origin, disability, military status, genetic testing, or other unlawful bias except when such a factor constitutes a bona fide occupational qualification ("BFOQ"). All personnel decisions and practices including, but not limited to, hiring, suspensions, terminations, layoffs, demotions, promotions, transfers, and evaluations, shall be made without regard to the above listed categories.

The City does not tolerate any conduct that intimidates, harasses, or otherwise discriminates against any employee or applicant for employment on the grounds listed above. Anyone who feels that their rights have been violated under this policy should submit a written complaint of discrimination to their Human Resources Director, who shall have the authority and responsibility to investigate and take appropriate action concerning the complaint.

III. AMERICANS WITH DISABILITY ACT

The City prohibits discrimination in hiring, promotions, transfers, or any other benefit or privilege of employment, of any qualified individual with a permanent disability. To be considered a qualified individual, the employee must satisfy the requisite skills, experience, education and other job-related requirements of the position he holds or desires and must be able to perform the essential functions of his position, with or without a reasonable accommodation.

The City will provide reasonable accommodation to a qualified applicant or employee with a disability unless the accommodation would pose an undue hardship on or direct threat to the facility. Decisions as to whether an accommodation is necessary and/or reasonable shall be made

on a case-by-case basis after engaging in an interactive process. An employee who wishes to request an accommodation shall direct such request to the HR Director, or EEO/ADA Coordinator, each of whom shall have the authority and responsibility to investigate and take appropriate action. Requests for accommodation should be in writing to avoid confusion; however, verbal requests will be considered. The employer and employee will meet and discuss whether an accommodation is appropriate and, if applicable, the type of accommodation to be given.

Any employee who feels that his rights have been violated under this policy should submit a written complaint as set forth in the Unlawful Discrimination and Harassment Policy.

IV. UNLAWFUL DISCRIMINATION AND HARASSMENT

Policy.

The City is committed to providing an environment that is safe and free from unlawful discrimination and harassment. Unlawful discrimination or harassment is behavior directed toward an employee because of his membership in a protected class such as: race, color, religion, sex, national origin, age, ancestry, disability, genetic information, or military status. Unlawful discrimination and harassment is inappropriate and illegal and will not be tolerated. All forms of unlawful discrimination and harassment are governed by this policy and must be reported and addressed in accordance with this policy. Unlawful discrimination and/or harassment may be committed against employees by elected officials, department heads, supervisors, co-workers, or members of the public. Further, unlawful discrimination and/or harassment may occur on-duty or off-duty.

Definitions.

Sex-Based Discrimination

Sex discrimination involves treating someone (an applicant or employee) unfavorably because of that person's sex. Discrimination against an individual because of gender identity, including transgender status, or because of sexual orientation is discrimination because of sex in violation of Title VII, which protect lesbian, gay, bisexual, and transgender (LGBT) applicants and employees against employment bias.

Unlawful discrimination

Unlawful discrimination occurs when individuals are treated less favorably in their employment because of their membership in a protected classification. An employer may not discriminate against an individual with respect to the terms and conditions of employment, such as promotions, raises, and other job opportunities, based upon that individual's membership in that protected class.

Harassment is a form of discrimination. Harassment may be generally defined as unwelcome conduct based upon a protected classification. However, harassment becomes unlawful where:

1. Enduring the offensive conduct becomes a condition of continued employment.
2. The conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

Examples.

By way of example, sexual harassment is one type of unlawful harassment. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

1. Submission to the conduct is made either explicitly or implicitly a term or condition of an individual's employment.
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual.
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment. Harassment on the basis of an employee's membership in any protected classification (as set forth above) is unlawful, will not be tolerated, and

must be reported.

4. Unlawful discrimination and harassment does not generally encompass conduct of a socially acceptable nature. However, some conduct that is appropriate in a social setting may be inappropriate in the work place. A victim's perceived acquiescence in the behavior does not negate the existence of unlawful discrimination or harassment. Inappropriate conduct that an employee perceives as being "welcome" by another employee may form the basis of a legitimate complaint.
5. Additional examples of unlawful sexual harassment may include, but are not limited to: repeated unwanted and/or offensive sexual flirtations, advances or propositions; verbal abuse; graphic comments; display of objects, pictures or displays through other media; offensive, abuse and/or unwanted physical contact.

Off Duty Conduct.

Unlawful discrimination or harassment that affects an individual's employment may extend beyond the confines of the workplace. Conduct that occurs off duty and off premises may also be subject to this policy. Employees are also cautioned that conduct off-duty and online may be constitute unlawful discrimination or harassment.

Workplace Romances.

To avoid concerns of sexual harassment, preferential treatment and other inappropriate behavior, employees are required to inform the Human Resources Director if they currently are, or if they intend to become, romantically involved with a co-worker. Such relationships are not necessarily prohibited, but must be appropriately addressed. Should the City determine that a conflict exists between an employee's employment and a personal relationship with a co-worker, the City will attempt to work with the employees to resolve the conflict. Should operational needs prevent resolution, the relationship must cease or one or both of the parties must separate from employment. Supervisors are expressly prohibited from engaging in romantic or sexual relationships with any employee they directly, or indirectly, supervise.

Complaint Procedure.

It is the responsibility of the City to maintain an environment that is free from unlawful discrimination or harassment. Employees who feel they have been subject to unlawful discrimination or harassment by a fellow employee, supervisor, or other individual otherwise affiliated with the City shall immediately report the conduct, in writing, to their Department Head, or Human Resources Director, or City Attorney, each of whom shall have the authority and responsibility to investigate and take appropriate action concerning the complaint. Similarly, employees who feel they have knowledge of discrimination or harassment, or who have questions or concerns regarding discrimination or harassment, shall immediately contact their supervisor. Late reporting of complaints and verbal reporting of complaints will not preclude the City from taking action. However, so that a thorough and accurate investigation may be conducted, employees are encouraged to submit complaints in writing and in an expedient manner following the harassing or offensive incident. All supervisors are required to follow up on all claims or concerns, whether written or verbal, regarding unlawful discrimination and harassment.

Although employees may confront the alleged harasser at their discretion, they are also required to submit a written report of any incidents as set forth above. When the City is notified of the alleged harassment, it will timely investigate the complaint. The investigation may include private interviews of the employee allegedly harassed, the employee committing the alleged harassment and any and all witnesses. Information will be kept as confidential as practicable, although confidentiality is not guaranteed. All employees are required to cooperate in any investigation. Determinations of harassment shall be made on a case-by-case basis. If the investigation reveals the complaint is valid, prompt attention and disciplinary action designed to stop the harassment and prevent its recurrence will be taken.

Retaliation.

Anti-discrimination laws prohibit retaliatory conduct against individuals who file a

discrimination charge, testify, or participate in any way in an investigation, proceeding, or lawsuit under these laws, or who oppose employment practices that they reasonably believe discriminate against protected individuals, in violation of these laws. The law also prevents retaliatory conduct against individuals who are close personal friends or family members with an individual who engaged in protected conduct. The City and its supervisors and employees shall not in any way retaliate against an individual for filing a complaint, reporting harassment, participating in an investigation, or engaging in any other protected

activity. Any employee who feels he has been subjected to retaliatory conduct as a result of actions taken under this policy, or as a result of his relationship with someone who took action under this policy, shall report the conduct to their supervisor immediately. Disciplinary action for filing a false complaint is not a retaliatory act.

False Complaints.

Legitimate complaints made in good faith are strongly encouraged; however, false complaints or complaints made in bad faith will not be tolerated. Failure to prove unlawful discrimination or harassment will not constitute a false complaint without further evidence of bad faith. False complaints are considered to be a violation of this policy.

Corrective Action.

If the City determines unlawful discrimination, harassment, or retaliation has taken place, appropriate corrective action will be taken, up to and including termination. The corrective action will be designed to stop the unlawful conduct and prevent its reoccurrence. If appropriate, law enforcement agencies or other licensing bodies will be notified. Any individual exhibiting retaliatory or harassing behavior towards an employee who exercised a right under this policy, or who is a close personal friend or family member of someone who exercised a right under this policy, will be subject to discipline, as will any employee who has knowledge of unlawful conduct and allows that conduct to go unaddressed.

Coverage.

This policy covers all employees, supervisors, department heads and elected officials. Additionally, this policy covers all suppliers, subcontractors, residents, visitors, clients, volunteers and any other individual who enters City property, conducts business on City property, or who is served by City personnel.

IV. CLASSIFICATION STATUS

The classified service shall comprise all City employees not specifically included in the unclassified service. Following completion of the probationary period of one (1) year, no classified employees shall be reduced in pay or position, fined, suspended or removed, or have his or her longevity reduced or eliminated, except and for those reasons set forth in the civil service law, or local law. Such reasons include: incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of any policy or work rule of the City, any other failure of good behavior, any other acts of misfeasance, malfeasance or nonfeasance in office, or conviction of a felony, except for just cause.

Unclassified employees serve at the pleasure of the City and may be terminated or otherwise separated from employment for any reason not inconsistent with law. An unclassified employee may not be rendered classified due to the provisions of this Manual.

V. PROBATIONARY PERIOD

Newly hired or newly promoted employees in the classified service shall be required to successfully complete a one (1) year probationary period. The probationary period allows the City to closely observe and evaluate the employee's fitness and suitability for the position. Only those employees who demonstrate an acceptable standard of conduct and performance shall be retained in their positions.

A newly hired probationary period may be removed at any time during their probationary period due to unsatisfactory work performance. If an employee is removed during their original appointment probationary period, the employee lacks any appeal rights. Time spent on inactive

pay status or non-paid leave of absence shall not be counted toward the completion of the probationary period. An employee's probationary period may be extended due to time spent in inactive pay status or on a non-paid leave of absence.

Employees working irregular schedules and intermittent employees shall have their one (1) year probationary period based upon the completion of one thousand forty (1040) hours in active pay status.

The failure of a promoted employee to complete a probationary period due to unsatisfactory performance shall result in the employee being returned to the same or similar position he held at the time of his promotion.

Unclassified employees serve at the pleasure of the appropriate appointing authority and do not serve a probationary period. Nothing contained in this policy should be considered a waiver of the right to remove an unclassified employee consistent with law.

VI. MEDICAL EXAMINATIONS AND DISABILITY SEPARATION

All City employees are required and expected to maintain the appropriate physical and mental capacities to perform the essential functions of their job. The City may require an employee to take an examination, conducted by a licensed medical practitioner, to determine the employee's physical or mental capacity to perform the essential functions of his job, with or without reasonable accommodation. This examination may include a fitness-for-duty examination following an employee's absence from work due to their own illness or injury. This examination shall be at the City's expense. If the employee disagrees with the City's licensed medical practitioner's determination, he may request to be examined by a second licensed medical practitioner of his choice at his own expense. If the reports of the two practitioners conflict, a third opinion shall be rendered by a neutral party chosen by the City and paid for by the City. The third opinion shall be controlling.

If an employee, after examination, is found to be unable to perform the essential functions of his position with or without reasonable accommodation, he may request use of accumulated, unused, paid and unpaid leave benefits, if applicable.

If a classified employee remains unable to perform the essential functions of his position after exhausting available leaves, he may request a voluntary disability separation. The City may require an employee seeking a voluntary disability separation to undergo a physical or psychological examination by a licensed medical practitioner of its choosing. If the examination supports the request for a voluntary disability separation, it will be granted.

If, after exhausting available leave, an employee refuses to request a voluntary disability separation, the City may place the employee on an involuntary disability separation if the City has substantial credible medical evidence to indicate that the employee remains disabled and incapable of performing the essential job duties. If the City seeks to involuntarily disability separate an employee, it may request that an employee submit to a medical or psychological examination to determine the employee's physical and mental capacity to perform the essential functions of their job. The employee must cooperate in this process. A failure to participate in the process may result in a finding that the employee is insubordinate which may result in discipline, up to and including termination. The City will select the licensed medical practitioner. While an examination is pending, the employee may be placed on administrative leave with pay.

If, after the examination, the City determines that the employee is incapable of performing the essential functions of the position, it shall institute the involuntary disability separation process. The City shall schedule a hearing with at least seventy-two (72) hours advance notice regarding whether the employee is capable of performing the essential functions of the position. The employee may waive the right to a hearing. However, if the employee chooses to have a hearing, the employee has the right to examine the City's evidence regarding the employee's ability to perform the essential functions of the position, rebut the City's evidence and/or present their own medical evidence.

If it is determined after the hearing that the employee is incapable of performing the essential functions of the position, the City shall issue an involuntary disability separation which may be appealed to the City's civil service commission. However, if, after a hearing, it is determined that the employee is capable of performing the essential functions of their position, the employee shall be deemed fit for duty and returned to their position.

Employees that are disability separated have a two (2) year right to reinstatement. Any requests for reinstatement must be made in writing and include appropriate medical documentation to

support the request. The City may require the employee to be examined by a licensed medical

practitioner of its choosing. The City shall pay for the cost of its licensed medical practitioner. If it is determined that the employee is capable of performing the essential functions of the position, the employee shall be reinstated.

VII. NEPOTISM

A. Hiring.

Although the employment of close relatives is discouraged, the City will receive employment applications from relatives of current employees. However, the following five (5) situations shall prevent the City from hiring a relative of a current employee:

1. If one relative would have supervisory or disciplinary authority over another.
2. If one relative would audit the work of another.
3. If a conflict of interest exists between the relative and the employee or the relative and the City.
4. If the hiring of relatives could result in a conflict of interest.
5. If one of the family members would have access to confidential material.

B. Employment.

An employee is not permitted to work in a position where his supervisor or anyone within his chain of command is a relative. If such a situation is created through promotion, transfer or marriage, one of the affected employees must be transferred or an accommodation acceptable to the City must be established. Termination of employment will be a last resort. If two employees marry, they will be subject to the same rules listed above as other relatives.

The provisions of O.R.C. §§ 102.03 and 2921.42 render it unlawful for a public official to use his influence to obtain a benefit, including a job for her relative. Any violation of these statutes may result in criminal prosecution and/or disciplinary action. For purposes of the Article, the term “relative” shall include: spouse, children, grandchildren, parents, grandparents, siblings, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father-in-law, mother-in-law, step-parents, step-children, step-siblings, and a legal guardian or other person who stands in the place of a parent to the employee.

VIII. ETHICS/CONFLICTS OF INTEREST

The proper operation of a democratic government requires that actions of public officials and employees be impartial, that government decisions and policies be made through the proper channels of governmental structure, that public office not be used for personal gain, and that the public have confidence in the integrity of its government. Ohio Revised Code §§ 102.03 and 2921.42 prohibit public employees from using their influence to benefit themselves or their family members. In recognition of the above-listed requirements, the following Code of Ethics is established for all City officials and employees:

- A. No employee shall use his official position for personal gain, or shall engage in any business or shall have a financial or other interest, direct or indirect, which is in conflict with the proper discharge of his official duties.
- B. No employee shall, without proper legal authorization, disclose confidential information concerning the property, government or affairs of the City, nor shall he use such information to advance the financial or other private interest of himself or others.
- C. No employee shall accept any valuable gift, whether in the form of service, loan, item or promise from any person, firm or corporation that is interested directly or indirectly in any manner whatsoever in business dealings with the City; nor shall an employee accept any gift, favor or item of value that may tend to influence the employee in the discharge of his duties or grant, in the discharge of the employee's duties any improper favor, service or item of value.

- D. No employee shall represent private interests in any action or proceeding against the interest of the City in any matter wherein the City is a party.
- E. No employee shall engage in or accept private employment or render services for private interests when such employment or service is incompatible with the proper discharge of his official duties or would tend to impair his independent judgment or action in the performance of his official duties. Neither shall other employment, private or public, interfere in any way with the employee's regular, punctual attendance and faithful performance of his assigned job duties.

Any employee having doubt as to the applicability of these provisions should consult his supervisor, City Attorney or legal counsel. Any employee offered a gift or favor who is not sure whether acceptance is a violation of the Code of Ethics, should inform his supervisor of the gift offer. No employee will accept from any contractor or supplier doing business with the City, any material or service for the employee's private use.

State law prohibits City employees and officials from having a financial interest in companies that do business with the City, with minor exceptions. Employees who have any doubt concerning a possible violation of these statutes are advised to consult an attorney.

IX. OUTSIDE EMPLOYMENT

Employees are required to notify their supervisor of any outside employment. No employee shall have outside employment which conflicts in any manner with the employee's ability to properly and efficiently perform his duties and responsibilities with the City. Employees are expected to be at work and fit for duty when scheduled.

Employees are prohibited from engaging in secondary employment while on sick leave, disability leave, or family medical leave. Employees are strictly prohibited from engaging in or conducting outside private business during scheduled working hours and are further prohibited from engaging in conduct which creates a potential or actual conflict of interest with their duties and responsibilities as a City employee.

X. POLITICAL ACTIVITY

Although the City encourages all employees to exercise their constitutional rights to vote, certain political activities are legally prohibited for classified employees of the City whether in active pay status or on leave of absence. The following activities are examples of conduct permitted by classified employees:

1. Registration and voting.
2. Expressing opinions, either orally or in writing.
3. Voluntary financial contributions to political candidates or organizations.
4. Circulating non-partisan petitions or petitions stating views on legislation.
5. Attendance at political rallies.
6. Signing nominating petitions in support of individuals.
7. Displaying political materials in the employee's home or on the employee's property.
8. Wearing political badges or buttons, or the display of political stickers on private vehicles.

9. Serving as a precinct official under O.R.C. § 3501.22.

A. The following activities are examples of conduct prohibited by classified employees.

1. Candidacy for public office in a partisan election.
2. Candidacy for public office in a non-partisan general election if the nomination to candidacy was obtained in a primary partisan election or through the circulation of a nominating petition identified with a political party.
3. Filing of petitions meeting statutory requirements for partisan candidacy to elective office.
4. Circulating official nominating petitions for any partisan candidate.
5. Holding an elected or appointed office in any partisan political organization.
6. Accepting appointment to any office normally filled by partisan election.
7. Campaigning by writing in publications, by distributing political material, or by writing or making speeches on behalf of a candidate for partisan elective office, when such activities are directed toward party success.
8. Solicitation, either directly or indirectly, of any assessment, contribution or subscription, either monetary or in-kind, for any political party or political candidate.
9. Solicitation for the sale, or actual sale, of political party tickets.
10. Partisan activities at the election polls, such as solicitation of votes for other than nonpartisan candidates and nonpartisan issues.
11. Service as a witness or challenger for any party or partisan committee.
12. Participation in political caucuses of a partisan nature.
13. Participation in a political action committee that supports partisan activity.

Any employee having a question pertaining to whether specific conduct of a political nature is permissible should contact their immediate supervisor, or City Attorney, prior to engaging in such conduct.

X. RESIGNATION

Employees may voluntarily resign in good standing by submitting a written letter of resignation to their Appointing Authority at least two (2) weeks in advance of the effective date of resignation. Such resignation letter should be signed, dated and include the expected date of resignation. A failure to provide the appropriate notice may result in an individual being ineligible for re-employment with the City.

Employees voluntarily resigning from the City are expected to return all City equipment/property to their supervisor on, or before, the date of their voluntary resignation. A failure to timely return City equipment/property may result in a delayed delivery of their final paycheck.

An employee that is absent without leave for three (3) or more consecutive days may be considered to have constructively resigned their employment with the City.

XI. REDUCTION IN FORCE

If it becomes necessary to reduce staffing levels by layoff or job abolishment due to lack of work, lack of funds, reorganization or other justified business reason, the City shall lay off employees in accordance with law. The City shall determine the number of positions and the classifications in which layoffs will occur. Employees may have recall rights for up to one (1) year.

XII. PERFORMANCE EVALUATIONS

A written Performance Evaluation provides supervisors with an effective mechanism to measure and communicate levels of job performance to their employees. The City may conduct annual performance evaluations of employees. Evaluations, if conducted, will be based upon defined and specific criteria and will generally be reviewed with the employee by their supervisor or department head. The results will be discussed with the employee and the employee will be asked to sign the evaluation. An employee's signature will reflect their receipt of the evaluation, not their agreement with its contents. Should the employee refuse to sign, a notation will be made reflecting the date and time of the review along with the employee's refusal to sign. Employees may offer a written response to their performance evaluation. Such response, if given, will be maintained with the evaluation. Performance evaluations will be retained in the employee's personnel file.

Additional performance evaluations may be performed by the City at the City's discretion. Further, probationary employees may be evaluated twice during their probationary period.

XIII. SOLICITATION

Individuals not employed by the City are prohibited from soliciting funds or signatures, conducting membership drives, distributing literature or gifts, offering to sell merchandise or services (except by representatives of suppliers or vendors given prior authority), or engaging in any other solicitation, distribution, or similar activity on the premises or at a worksite.

The City may authorize a limited number of fund drives by employees on behalf of charitable organizations or for employee gifts. Employees are encouraged to volunteer to assist these drives; however, participation is entirely voluntary.

The following restrictions apply when employees engage in permitted solicitation or distribution of literature for any group or organization, including charitable organizations:

- A. Distribution of literature, solicitation and the sale of merchandise or services is prohibited in public areas.
- B. Soliciting and distributing literature during the working time of either the employee making the solicitation or distribution, or the targeted employee, is prohibited. The term "working time" does not include an employee's authorized lunch or rest periods or other times when the employee is not required to be working.
- C. Distributing literature in a way that causes litter on City property is prohibited.

The City maintains various communications systems to communicate City-related information to employees and to disseminate or post notices required by law. The unauthorized use of the communications systems or the distribution or posting of notices, photographs, or other materials on any City property is prohibited.

Violations of this policy will be addressed on a case-by-case basis. Disciplinary measures will be determined by the severity of the violation, not the content of the solicitation or literature involved.

XIV. HOURS OF WORK AND OVERTIME

The City will establish the hours of work for all employees. Generally, the normal business hours will be 8:00 a.m. to 5:00 p.m. Work hours may vary by Department. Staff may be required to work days, evenings, nights and/or weekends due to operational needs. Additionally, each City Department may alter the work schedules, days off and shifts of employees based upon operational needs.

Due to federal regulations, employees who are not exempt from the overtime provisions of the Fair Labor Standards Act ("FLSA") are prohibited from signing in or beginning work before their scheduled starting time, or signing out/stopping work past their scheduled quitting time except with supervisory approval or in emergency situations. Additionally, non-exempt employees who receive an unpaid lunch period are prohibited from working during their lunch period except with supervisory approval or in emergency situations. Non-exempt employees who work outside their regularly scheduled hours in contravention of this rule shall be paid for all hours actually worked, but may be disciplined accordingly.

Failure to properly sign-in or sign-out as required, misrepresenting time worked, altering any time record, or allowing a time record to be altered by others will result in disciplinary action. However, supervisors may make adjustments to an employee's time sheet, as necessary.

Generally, employees not exempt from the overtime provisions of the FLSA shall be compensated for overtime for all hours worked in excess of forty (40) in any one work week, regardless of the employee's regularly scheduled work day. Overtime shall be compensated at a rate of one and one-half times the employee's regular rate of pay for overtime worked, including time spent in paid status.

The City may require overtime as a condition of continued employment. An employee who refuses to work a mandatory overtime assignment may be considered insubordinate and disciplined accordingly. Additionally, the City may authorize or require employees to work a flexible schedule in a work week. For overtime eligible employees, a flexible schedule must occur within a single forty-hour work week.

Employees who are exempt from the overtime provisions of the FLSA are not eligible for overtime payment. Such exemptions may include employees whose job duties are executive, administrative or professional in nature. At the discretion of the appointing authority, exempt employees may be required to keep track of, and report, their hours without destroying their exempt status. However, generally, exempt employees will not have a reduction in pay for absences of less than an entire work period. Absences will first be deducted from the employee's accumulated sick leave (if appropriate), vacation leave or other paid leave. The following positions be exempt from the overtime provisions of the FLSA:

Safety Director	Service Director
Development Director	Police Lieutenant
Parks & Recreation Director	Computer Systems Director
Human Resources Director	Superintendent of Streets
Chief Building Official	Clerk of Courts
Superintendent of Water/Wastewater	Planning Administrator
Chief of Police	Tax Administrator
Finance Manager	Assistant City Prosecutors
Clerk of Council	Assistant City Attorney
Director of Senior Center	

XV Compensatory Time

Employees may choose to take compensatory time for overtime worked in lieu of compensation if such choice is indicated during the pay period in which the overtime is worked and the request is approved by the Appointing Authority or designee.

- a. Compensatory time shall be credited to employees who are eligible for overtime pay at the rate of one and one-half (1½) hour for each overtime hour worked.
 - b. Employee's compensatory time balance shall be limited to a maximum of 100 hours, therefore, they would have to use some of the compensatory time before they could accumulate more. Once an employee reaches 100 hours, they must take over-time pay until they drop below 100 hours.
 - c. Employees shall have the option of receiving a cash payment for any or all hours accrued but unused compensatory time in that calendar year. Request for payout of comp time must be submitted by the 15th of October. The payment will be made at the employee's current rate of pay and will be paid no later than mid November of that year.
 - d. Any hours which are not paid out will be carried over to the next calendar year and will be subject to a 100 hour maximum refillable bank for the following year.
- 2 Any overtime pay earned as a result of this section must be within the limits appropriated by City Council.

3. In case of death of an employee, any earned overtime hours worked credited to such employee shall be paid to the surviving spouse, or to the estate of the deceased, if there is no surviving spouse.
4. Upon separation from employment with the City for any reason, the employee (or spouse or estate upon employee's death) shall be entitled to payment for any accrued but unpaid overtime hours, including compensatory time hours accrued but not used. Such payment shall be at the overtime rate applicable to the employee's current rate of pay at the time of separation.

XVI. LONGEVITY PAY

Each full-time employee of the City shall be entitled to longevity compensation at the completion of five (5) years of continuous employment with the City. Longevity payments shall be made to current employees in a lump sum on the second pay in November, according to the following schedule:

<u>From</u> (Beginning of):	<u>To</u> (End of)	
6 th year	9 th year	\$450.00 annually
10 th year	14 th year	\$500.00 annually
15 th year	19 th year	\$550.00 annually
20 th year	-----	\$600.00 annually

XV.

When an employee is called back to work by his supervisor for hours not abutting their regular work hours, the employee shall receive a minimum of two (2) hours pay at the employee's overtime rate. If the employee is called-in and works more than two (2) hours, the employee shall be paid their overtime rate for all hours worked.

XVI. REPORTING TO WORK AND TARDINESS

Employees are expected to report for and remain at work as scheduled and to be at their work stations at their starting time. Employees who call off work for personal reasons should call off in advance of their starting time in accordance with procedures established by their Supervisor. Employees who call off must make contact with their supervisor or designee each day of their absence unless they have made alternate arrangements. Calling off work in accordance with this procedure will not necessarily result in an employee receiving approved leave for their absence.

Tardiness may result in a reduction in the corresponding amount of pay for which the employee is late and/or discipline.

XVII. INCLEMENT WEATHER

The City recognizes that on certain days it may not be possible to report to duty due to inclement weather caused by excessive snow, ice or other weather conditions.

When snow, ice, or other weather conditions make travel to and from work difficult, but it is not severe enough to close the City, employees are encouraged to make reasonable efforts to report to work as scheduled. Employees will be compensated in the following manner for these types of weather conditions:

- A. Employees reporting for work as scheduled will be paid at their regular rate of pay for all hours actually worked.
- B. Employees not scheduled to work, but who are called-in, shall be paid consistent with the Call-In Pay Policy for all hours worked.
- C. Employees who are scheduled to work and who make a reasonable attempt to report to work, but are unable to due to weather conditions, shall notify their immediate supervisor as soon as possible. Employees unable to report to work may:
 - a. Request to use accrued vacation or personal leave for the period of absence, subject to the approval of their supervisor, or Department Head;

- b. Request a personal leave of absence without pay for the period of absence, subject to the approval of their supervisor, or Department Head;
- c. Employees failing to report during inclement weather without notifying their supervisor, or Department Head, may be subject to discipline for being absent without leave.

In cases when weather conditions are severe enough to cause the Sheriff of the City of the employee's residence to issue a Level III emergency, or for the Mayor to officially close the City and/or non-continuous operating City facilities, the following apply:

- A. Employees who were scheduled to work, but are unable to do so due to the closure, shall suffer no loss of pay;
- B. If the office or facility is closed due to a Level III emergency and the employee is required to leave early, the employee shall suffer no loss of pay for the remainder of their regularly scheduled shift;
- C. If the Level III emergency is lifted during the shift, after the employee has already been notified not to report, the employee will suffer no loss of pay for the entire shift.

Employees working in facilities that operate 24-hours per day on a continuous basis shall make every reasonable effort to report to work, even during Level III emergencies, so long as the employee can report in a safe manner. The following procedures apply to employees employed in continuous operating facilities and to other employees that may be required to report, such as building and grounds personnel:

- A. An employee reporting to work shall be paid their regular hourly rate for all hours worked, place receive, hour-for-hour, an additional hour of pay or compensatory time for each non-overtime hours worked on their regular shift (double-time);
- B. Employees scheduled to work, but unable to report for their regular shift, shall suffer no loss of pay for their regularly scheduled shift;

The City may offer to transport essential employees during a weather emergency to adequately staff continuous and essential operations facilities. Such employees shall be required to accept the offer of transportation. An employee refusing transportation will be deemed to be absent without leave.

Employees attempting to arrive at work during inclement weather, or a weather emergency, will be given reasonable consideration in the event that they arrive late for work.

Employees already on approved leave during the day of inclement weather, or weather emergency, shall remain on leave and not be eligible for any benefits provided by this policy.

XVIII. REPORTING TO WORK AND TARDINESS

Employees are expected to report for and remain at work as scheduled and to be at their work stations at their starting time. Employees who call off work for personal reasons should call off in advance of their starting time in accordance with procedures established by their Department Head. Employees who call off must make contact with their supervisor or designee each day of their absence unless they have made alternate arrangements. Calling off work in accordance with this procedure will not necessarily result in an employee receiving approved leave for their absence. The City will consider the underlying reason for the absence in order to determine whether to grant approved leave.

An employee who reports to work late, extends his lunch or break without authorization, or who leaves before the end of his scheduled shift, may be disciplined and docked pay. Pay will be docked in the lowest increments permitted by the City's timekeeping system.

XIX. PAYCHECKS

Paychecks will be issued on the Friday following the end of a pay period, except when a regular payday falls on a holiday. If payday falls on a holiday, paychecks will be distributed the day immediately preceding the holiday. Pay advances are not permitted.

XX. EDUCATIONAL ASSISTANCE INCENTIVE PROGRAM

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

The allowances for assistance are as follows:

For approved courses earning college credit, a maximum \$2,750.00, effective January 1, 2003, of tuition expense for each academic year may be requested by the employee, and for approved courses earning other than college level credit, a maximum of \$1,000.00 of tuition expenses for each academic year may be requested by an employee.

50% of the expense incurred for textbooks required for above approved courses will be paid, except that for non-college level courses, a \$250.00 limit is not to be exceeded.

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.

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

XXI. SICK LEAVE

Accumulation

Each employee shall be entitled for each completed eighty (80) hours of service to sick leave of four (four) and six-tenths (6/10) hours of pay, and unused sick leave may be accumulated without limit. Previous accumulated sick leave of an employee who has separated from public service shall be re-credited if reemployment in public service takes place within ten (10) years of the last termination from public service and the employee provides proof of the prior leave balance. An employee who transfers from one public agency to another shall be credited with their balance of unused sick leave upon the showing of proof of sick leave from the employee's prior agency. Sick leave shall be at the employee's current rate of pay.

Use

Sick leave may be used by employees and upon approval of the City for absences due to the following:

1. Illness, injury, or pregnancy-related medical condition of the employee.
2. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
3. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate licensed medical practitioner.
4. Death of a member of the employee's immediate family. Appointing Authority can grant additional time off on a case by case basis.
5. Illness, injury, or pregnancy-related medical condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.

6.

Medical, dental or optical examinations or treatments of an employee or of a member of an employee's immediate family where the employee's care and attendance is reasonably required.

Elective cosmetic surgeries that are not medically necessary do not constitute an appropriate usage of sick leave. Other appropriate leaves of absence, such as vacation, may be requested for such purposes.

For purposes of sick leave, immediate family is defined as: grandparent; great-grandparents; brother; sister; brother-in-law; sister-in-law; daughter-in-law; son-in-law; father; mother; father-in-law; mother-in-law; spouse; child; step-child; step-parent; grandchild; legal guardian; or other person who stands in place of a parent.

Grandparent-in-law, aunts and uncles shall also be considered immediate family for bereavement leave purposes. Such usage shall be limited to reasonably required time, not to exceed one (1) day. The City may grant additional time off on a case by case basis not to exceed three (3) days.

Employee Notification

When an employee is unable to report to work due to illness or other acceptable sick leave reason, he shall notify his supervisor. An employee must continue such notification each succeeding day of absence except in cases of prolonged illness or absence where the employee has been granted a set period of leave. Failure of an employee to make proper notification may result in denial of sick leave and/or appropriate disciplinary action. The City reserves the right to investigate any employee request for sick leave.

Written Statement

The City may require the employee to furnish a satisfactory signed statement to justify the use of sick leave. Proof of illness, such as a doctor's excuse, may be required when the City believes absence to be excessive, chronic, patterned, or abusive. A satisfactory licensed medical practitioner's certificate may be required at any time, but will generally be required in each case when an employee has been absent more than three (3) consecutive days. When a licensed medical practitioner's certificate is required, it must be submitted to the Human Resources Director before an employee will be permitted to return to work from leave. The licensed medical practitioner's certificate must be signed personally by the treating practitioner, and must verify that the employee was unable to work during the period in question, not simply that the employee was "under the doctor's care." For absences where a licensed medical practitioner's certificate is not required, the employee must submit a written statement to the Human Resources Director explaining the nature of the illness.

Sick Leave Abuse

Application by an employee for sick leave through fraud or dishonesty will result in denial of such leave together with disciplinary action up to and including dismissal. Patterns of sick leave usage immediately prior or subsequent to holidays, vacation, days off and/or weekends or excessive sick leave usage may result in sick leave denial and appropriate disciplinary action. The City reserves the right to investigate allegations of sick leave abuse. The City reserves the right to question employees concerning their sick leave use. Whenever an employee is on sick leave he/she must be at home during his/her scheduled work hours or obtaining treatment or medication.

Uses of Other Leave

Other accumulated unused leaves may be used for sick leave purposes, at the discretion of the City. An employee who becomes sick while on vacation may apply to use sick leave time instead of vacation days for the illness.

Sick Leave Conversion

An employee with at least ten (10) years of service to the City, upon actual retirement or resignation from the City, with at least two (2) weeks prior notice to the City or upon death, shall be paid for his or her accumulated but unused sick leave as follows:

- a. Employees who have completed at least ten (10) years of service to the City shall be entitled to 25% of their accumulated but unused sick leave, not to exceed 320 hours.
- b. Employees who have completed at least 15 years of service to the City shall be entitled to 30% of their accumulated but unused sick leave, not to exceed 540 hours.
- c. Employees who have completed at least 20 or more years of service to the City shall be entitled to 40% of their accumulated but unused sick leave, not to exceed 760 hours.
- d. Employees who have completed at least 25 years of service to the City shall be entitled to 50% of their accumulated but unused sick leave, not to exceed 880 hours.

Employees hired after January 1, 1998, shall not have sick leave earned with another entity other than the City counted for purposes of sick leave conversion. Moreover, sick leave used by an employee of the City will be charged first against any sick leave earned as an employee of City, so that an employee may not first use up sick leave brought from another entity in order to save up the sick leave earned with City for cash-in.

In the case of an employee's death, the employee's spouse, or, secondarily, his or her estate, shall receive this payment.

If an employee is killed in the line of duty, the employee's spouse, or, secondarily, his or her estate, will be paid an amount equal to 100% of the deceased employee's accumulated but unused sick leave.

All payments under this section shall be based on the employee's rate of pay at the time of retirement or death, or other separation, and the documented hours of unused sick leave reflected in the records maintained by the City.

Payment under this policy shall be considered to eliminate all sick leave credit accrued by the employee at the time of payment.

Medical Information.

The City will maintain employees' medical information in a separate medical file and will treat the information in a confidential manner. Employees who are concerned that their medical information is not being treated in a confidential manner should report such concerns to the Human Resources Director.

XXII. FAMILY MEDICAL LEAVE ACT ("FMLA")

Statement of Policy.

Eligible employees may request time off for family and/or medical leave of absence with job protection and no loss of accumulated service provided the employee meets the conditions outlined in this policy and returns to work in accordance with the Family and Medical Leave Act of 1993.

Definitions.

As used in this policy, the following terms and phrases shall be defined as follows:

1. "Family and/or medical leave of absence": An approved absence available to eligible employees for up to twelve (12) weeks of unpaid leave per year under particular circumstances. Such leave may be taken only for the following qualifying events:
 - e. Upon the birth of an employee's child and in order to care for the child.
 - f. Upon the placement of a child with an employee for adoption or foster care.
 - g. When an employee is needed to care for a family member who has a serious health condition.
 - h. When an employee is unable to perform the functions of his position

because of the employee's own serious health condition.

- i. Qualifying service member leave.
2. Service Member Leave: The spouse, parent or child of a member of the U.S. military service is entitled to twelve (12) weeks of FMLA leave due to qualifying exigencies of the service member being on "covered active duty" or receiving a "call to covered active duty" In addition, a spouse, child, parent or next of kin (nearest blood relative) of a service member is entitled to up to twenty-six (26) weeks of leave within a "single twelve (12)-month period" to care for a service member with a "serious injury or illness" sustained or aggravated while in the line of duty on active duty. The "single twelve (12)-month period" for leave to care for a covered service member with a serious injury or illness begins on the first day the employee takes leave for this reason and ends twelve (12) months later, regardless of the twelve (12) month period established for other types of FMLA leave.
 3. "Per year": A rolling twelve (12) month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the employer will compute the amount of leave the employee has taken under this policy, and subtract it from the twelve (12) weeks of available leave. The balance remaining is the amount the employee is entitled to take at the time of the request. For example, if an employee used four (4) weeks of FMLA leave beginning February 4, 2009, four weeks beginning June 1, 2009, and four weeks beginning December 1, 2009, the employee would not be entitled to any additional leave until February 4, 2010.
 4. "Serious health condition": Any illness, injury, impairment, or physical or mental condition that involves:
 - a. Inpatient care.
 - b. Any period of incapacity of more than three consecutive calendar days that also involves:
 - i. Two or more treatments by a health care provider, the first of which must occur within seven (7) days of the first day of incapacity and both visits must be completed within thirty (30) days; or
 - ii. Treatment by a health care provider on one occasion that results in a regimen of continuing treatment under the supervision of a health care provider.
 - c. Any period of incapacity due to pregnancy or for prenatal care.
 - d. A chronic serious health condition which requires at least two "periodic" visits for treatment to a health care provider per year and continues over an extended period of time. The condition may be periodic rather than continuing.
 - e. Any period of incapacity which is permanent or long term and for which treatment may not be effective (i.e. terminal stages of a disease, Alzheimer's disease, etc.).
 - f. Absence for restorative surgery after an accident/injury or for a condition that would likely result in an absence of more than three days absent medical intervention. (i.e. chemotherapy, dialysis for kidney disease, etc.).
 5. "Licensed health care provider": A doctor of medicine, a doctor of osteopathy, podiatrists, dentists, optometrists, psychiatrists, clinical psychologists, and others as specified by law.

6. “Family member”: Spouse, child, parent or a person who stands “*in loco parentis*” to the employee.
7. “Covered Service Member”: Means either:
 - a. A current member of the Armed Forces, including a National Guard or Reserve Member, who is undergoing medical treatment, recuperation, or therapy, is in outpatient status, or is on the temporary disability retired list, for a serious injury or illness; or
 - b. A covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces, including a National Guard or Reserves Member, at any time during the five years preceding the date the eligible employee takes FMLA leave to care for the covered veteran.
 - i. Note: An individual who was a member of the Armed Forces (including National Guard or Reserves) and who was discharged or released under conditions other than dishonorable prior to March 8, 2013, the period of October 28, 2009 and March 8, 2013, shall not count toward the determination of the five-year period for covered veteran status.
8. “Outpatient Status”: The status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or to a unit established for the purpose of providing command and control of members of the Armed Forces receiving outpatient medical care.
9. “Next Of Kin”: The term “next of kin” used with respect to a service member means the nearest blood relative of that individual.
10. A “serious injury or illness”, for purposes for the 26 week military caregiver leave means either:
 - a. In the case of a current member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness that was incurred by the covered service member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating; and,
 - b. In the case of a covered veteran, means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran, and is:
 - i. a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member's office, grade, rank, or rating; or
 - ii. a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or

- iii. a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
- iv. an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

11. "Covered Active Duty" or "call to covered active duty":

- a. In the case of a member of a Regular Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country. (Active duty orders of a member of the Regular components of the Armed Forces generally specify if the member is deployed to a foreign country."
- b. In the case of a member of the Reserve components of the Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation pursuant to specific sections of the U.S. Code, as outlined in 29 CFR § 825.126.

12. "Deployment to a foreign country" means deployment to areas outside of the United States, the District of Columbia, or any Territory or possession of the U.S., including international waters.

13. "Qualifying Exigency": (For purposes of the twelve (12)-week qualifying exigency leave) includes any of the following:

- a. Up to seven days of leave to deal with issues arising from a covered military member's short notice deployment, which is a deployment on seven (7) or fewer days notice.
- b. Military events and related activities, such as official ceremonies, programs, or events sponsored by the military, or family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the active duty or call to active duty status of a covered military member.
- c. Qualifying childcare and school activities arising from the active duty or call to active duty status of a covered military member, such as arranging for alternative childcare, providing childcare on a non-routine, urgent, immediate need basis; enrolling or transferring a child to a new school; and attending certain school and daycare meetings if they are necessary due to circumstances arising from the active duty or call to active duty of the covered military member.
- d. Making or updating financial and legal arrangements to address a covered military member's absence, such as preparing powers of attorney, transferring bank account signature authority, or preparing a will or living trust.
- e. Attending counseling provided by someone other than a health care provider for oneself, the covered military member, or a child of the covered military member, the need for which arises from the active duty or call to active duty status of the covered military member.

- f. Rest and recuperation leave of up to fifteen (15) days to spend time with a military member who is on short-term, temporary, rest and recuperation leave during the period of deployment. This leave may be used for a period of 15 calendar days from the date the military member commences each instance of Rest and Recuperation leave.
- g. Attending certain post-deployment activities within ninety (90) days of the termination of the covered military member's duty, such as arrival ceremonies, reintegration briefings, and any other official ceremony or program sponsored by the military, as well as addressing issues arising from the death of a covered military member.
- h. Qualifying parental care for military member's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the military member when the member was under 18 years of age, when the parent requires active assistance or supervision to provide daily self-care in three or more of the activities of daily living, as described in 29 C.F.R. § 825.126, and the need arises out of the military member's covered active duty or call to covered active duty status.
- i. Any qualifying exigency which arose out of the covered military member's covered active duty or call to covered active duty status.

A. Leave Entitlement.

To be eligible for leave under this policy, an employee must meet all of the following conditions:

- 1. Worked for the agency for at least twelve (12) non-consecutive months, or fifty-two (52) weeks.
- 2. Actually worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period immediately prior to the date when the FMLA leave is scheduled to begin.
- 3. Work at a location where the Employer employs fifty (50) or more employees within a seventy-five (75) mile radius.
 - a. The entitlement to FMLA leave for the birth or placement for adoption or foster care expires at the end of the twelve (12) month period following such birth or placement.
 - b. Spouses who are both employed by the agency are jointly entitled to a combined leave total of twelve (12) weeks (rather than twelve (12) weeks each) for the birth of a child, upon the placement of a child with the employees for adoption or foster care, and for the care of certain family members with serious health conditions.

Use of Leave.

The provisions of this policy shall apply to all family and medical leaves of absence as follows:

- 1. Generally: An employee is only entitled to take off a total of twelve (12) weeks of leave per year under the FMLA. As such, employees will be required to utilize their accumulated unused paid leave (sick, vacation, etc) in conjunction with their

accumulated unused unpaid Family Medical Leave. Employees will be required to use the type of accumulated paid leave that best fits the reason for taking leave and must comply with all procedures for requesting that type of leave as stated in the relevant policy. Any time off that may legally be counted against an employee's twelve (12) week FMLA entitlement will be counted against such time.

2. **Birth of An Employee's Child:** An employee who takes leave for the birth of his or her child must first use all available accrued paid vacation leave prior to using unpaid leave for the remainder of the twelve (12) week period. However, if the employee requests leave for the employee's own serious health condition as a result of the pregnancy or post-partum recovery period, the employee will be required to exhaust all of her sick leave prior to using unpaid leave for the remainder of the twelve (12) week period. *(Note: See section E below for information on disability leaves.)*
3. **Placement of a Child for Adoption or Foster Care:** An employee who takes leave for the placement of a child for adoption or foster care must first use all available accrued paid vacation leave prior to using unpaid leave for the remainder of the twelve (12) week period.
4. **Employee's Serious Health Condition or Family Member's Serious Health Condition:** An employee who takes leave because of his serious health condition or the serious health condition of his family member must use all available accrued paid sick and vacation leave prior to using unpaid leave for the remainder of the twelve (12) week period.

FMLA and Disability/Workers' Compensation.

An employee who is eligible for FMLA leave because of his own serious health condition may also be eligible for workers' compensation if the condition is the result of workplace accident or injury. Regardless of whether the employee is using worker's compensation benefits, the Employer may designate the absence as FMLA leave, and count it against the employee's twelve (12) week FMLA entitlement if the injury or illness constitutes a serious health condition under the FMLA. In addition, as these may be compensated absences, if the employee participates in the worker's compensation program, the employee is not eligible to use paid leave of any type (except as supplemental benefits, if applicable and requested by the employee), nor can the employer require him to do so, while the employee is receiving compensation from such a program.

Procedures For Requesting FMLA Leave.

Requests for FMLA leave must be submitted in writing at least thirty (30) days prior to taking leave or as soon as practicable prior to the commencement of the leave. If the employee fails to provide thirty (30) days notice for foreseeable leave with no reasonable excuse for the delay, the leave may be denied until at least thirty (30) days from the date the employer receives notice. The employee must follow the regular reporting procedures for each absence.

FMLA requests must be submitted on a standard leave form prescribed by the Employer. The Employer will determine whether the leave qualifies as FMLA leave, designate any leave that counts against the employee's twelve (12) week entitlement, and notify the employee that the leave has been so designated.

When an employee needs foreseeable FMLA leave, the employee shall make a reasonable effort to schedule the treatment so as not to unreasonably interfere with the Employer's operations.

Certification of Need for FMLA Leave for Serious Health Condition.

An employee requesting FMLA leave due to his family member's serious health condition must provide a doctor's certification of the serious health condition, which must designate that the employee's presence is reasonably necessary. Such certification shall be submitted at the time FMLA leave is requested, or if the need for leave is not foreseeable, as soon as practicable. An employee requesting FMLA leave due to the birth or placement of a child must submit appropriate documentation at the time FMLA leave is requested.

The Employer, at its discretion, may require the employee to sign a release of information so that a representative other than the employee's immediate supervisor can contact the medical provider. If the medical certification is incomplete or insufficient, the employee will be notified of the deficiency and will have seven (7) calendar days to cure the deficiency.

The Employer may require a second medical opinion prior to granting FMLA leave. Such opinion shall be rendered by a health care provider designated or approved by the Employer. If a second medical opinion is requested, the cost of obtaining such opinion shall be paid for by the Employer. If the first and second opinions differ, the Employer, at its own expense, may require the binding opinion of a third health care provider approved jointly by the Employer and the employee. Failure or refusal of the employee to submit to or cooperate in obtaining either the second or third opinions, if requested, shall result in the denial of the FMLA leave request.

Employees who request and are granted FMLA leave due to serious health conditions may be required to provide the Employer periodic written reports assessing the continued qualification for FMLA leave. Further, the Employer may request additional reports if the circumstances described in the previous certification have changed significantly (duration or frequency of absences, the severity of the condition, complications, etc.), or if the employer receives information that casts doubt on the employee's stated reason for the absence. The employee must provide the requested additional reports to the Employer within fifteen (15) days.

Certification for leave taken because of a qualifying exigency

The Employer may request that an employee provide a copy of the military member's active duty orders to support the request for qualifying exigency leave. Such certification for qualifying exigency leave must be supported by a certification containing the following information: statement or description of appropriate facts regarding the qualifying exigency for which leave is needed; approximate date on which the qualifying exigency commenced or will commence; beginning and end dates for leave to be taken for a single continuous period of time; an estimate of the frequency and duration of the qualifying exigency if leave is needed on a reduced scheduled basis or intermittently; appropriate contact information for the third party if the qualifying exigency requires meeting with a third party and a description of the meeting; and, if the qualifying exigency involves Rest and Recuperation leave, a copy of the military member's Rest and Recuperation orders, or other documentation issued by the military which indicates the military member has been granted Rest and Recuperation leave, and the dates of the military member's Rest and Recuperation leave.

Intermittent/Reduced Schedule Leave.

When medically necessary, an employee may take FMLA leave on an intermittent or reduced work schedule basis for a serious health condition. An employee may not take leave on an intermittent or reduced schedule basis for either the birth of the employee's child or upon the placement of a child for adoption or foster care with the employee unless specifically authorized in writing by the Executive Director. Requests for intermittent or reduced schedule FMLA leave must be submitted in writing at least thirty (30) days prior to taking leave, or, as soon as practicable.

To be entitled to intermittent leave, the employee must, at the time such leave is requested, submit additional certification as prescribed by the Employer establishing the medical necessity for such leave. This shall be in addition to the documentation certifying the condition as FMLA qualifying. The additional certification shall include the dates and the duration of treatment, if any, the expected duration of the intermittent or reduced schedule leave, and a statement from the health care provider describing the facts supporting the medical necessity for taking FMLA leave on an intermittent or reduced schedule basis. In addition, an employee requesting foreseeable intermittent or reduced schedule FMLA leave may be required to meet with the Executive Assistant or designee to discuss the intermittent or reduced schedule leave.

An employee who requests and is granted FMLA leave on an intermittent or reduced schedule basis may be temporarily transferred to an available alternative position with equivalent class, pay, and benefits if the alternative position would better accommodate the intermittent or reduced schedule. An employee who requests intermittent or reduced schedule leave due to foreseeable medical treatment shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the Employer's operations.

Employee Benefits.

Except as provided below, while an employee is on FMLA leave, the Employer will continue to pay its portion of premiums for any life, medical, and dental insurance benefits under the same terms and conditions as if the employee had continued to work throughout the leave. The employee continues to be responsible for the payment of any contribution amounts he would have been required to pay had he not taken the leave, regardless of whether the employee is using paid or unpaid FMLA leave. Employee contributions are subject to any change in rates that occurs while the employee is on leave.

The Employer will not continue to pay the Employer portion of premiums for any life, medical, and dental insurance benefits if, while the employee is on FMLA leave, the employee fails to pay the employee's portion of such premiums or if the employee's payment for his portion of the premium is late by more than thirty (30) days. If the employee chooses not to continue health care coverage during FMLA leave, the employee will be entitled to reinstatement into the benefit plan upon return to work.

If the employee chooses not to return to work for reasons other than a continued serious health condition or circumstances beyond the employee's control, the Employer may seek reimbursement from the employee for any amounts paid by the Employer for insurance benefits the employee received through the Employer during any period of unpaid FMLA leave. Leave balances accrued by an employee prior to taking FMLA leave and not used by the employee as outlined in the section entitled "Use of Leave" will be retained by the employee.

FMLA leave, whether paid or unpaid, will not constitute a break in service. Upon the completion of unpaid FMLA leave and return to service, the employee will return to the same level of service credit as the employee held immediately prior to the commencement of FMLA leave. In addition, FMLA leave will be treated as continuous service for the purpose of calculating benefits which are based on length of service. However, specific leaves times (i.e. sick, vacation, and personal leave and holidays) will not accrue during any period of unpaid FMLA leave.

Reinstatement.

An employee on FMLA leave must give the Employer at least two business days notice of his intent to return to work, regardless of the employee's anticipated date of return. Employees who take leave under this policy will be reinstated to the same or a similar position upon return from leave except that if the position that the employee occupied prior to taking FMLA leave is not available, the employee will be placed in a position which entails substantially equivalent levels of skill, effort, responsibility, and authority and which carries equivalent status, pay, benefits, and other terms and conditions of employment as the position the employee occupied prior to taking FMLA leave. The determination as to whether a position is an "equivalent position" will be made by the Employer.

An employee will not be laid off as a result of exercising her right to FMLA leave. However, the Employer will not reinstate an employee who has taken FMLA leave if, as a result of a layoff within the agency, the employee would not otherwise be employed at the time reinstatement is requested. An employee on FMLA leave has no greater or lesser right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during her FMLA leave.

Prior to reinstatement, employees who take FMLA leave based on their own serious health condition shall provide certification from the employee's health care provider that the employee is able to perform the essential functions of his position, with or without reasonable accommodation.

Records.

All records relative to FMLA leave will be maintained by the Employer as required by law. Any medical records accompanying FMLA leave requests will be kept separate from an employee's regular personnel file. To the extent permitted by law, medical records related to FMLA leave shall be kept confidential. Records and documents created for purposes of FMLA containing family medical history or genetic information as defined by the Genetic Information Nondiscrimination Act of 2008 (GINA) shall be maintained in accordance with the confidentiality requirements of Title II of GINA, which permit such information to be disclosed consistent with

the requirements of FMLA.

XXIII. INJURY LEAVE

Injury leave shall be paid, if authorized by the Appointing Authority, or designee, to any full-time employee, who suffers an incapacitating injury while on-the-job in service to the City.

Such injury may include exposure of the employee to a contagious disease which could be communicated to and jeopardize the health of other employees, if such exposure and jeopardy is certified by a physician.

Injury leave shall be paid at the employee's current rate of pay, and be limited to a total of not more than 1040 hours per occurrence. Injury leave compensation paid to an employee from other sources will be deducted from injury leave compensation paid by the City to the employee. Compensation from other sources includes, but is not limited to Workers' Compensation.

To qualify for injury leave, it must be established conclusively, that the injury was sustained in the line of duty, and did not result from misconduct on the part of the employee or self-infliction nor was proximately caused by the use of alcohol, a non-prescribed controlled substance, or a prescribed controlled substance that had not been approved by the City. It shall be the obligation of the employee to report said injury immediately to his/her supervisor and to receive necessary medical treatment.

The Employee shall present to the Appointing Authority, or designee, a certificate from the attending medical practitioner stating the nature of the injury and the prognosis and return to work status at the earliest time permitted by his/her attending physician.

After the employee has been given permission to return to work, any subsequent absence shall be considered sick leave consistent with this manual, unless it is established conclusively that the injury qualifies for injury leave.

The Appointing Authority, or designee, may obtain an additional opinion from a licensed physician in order to substantiate the nature of the injury, and/or to establish conclusively that the injury qualifies for injury leave. Should this additional opinion be necessary, it shall be paid for by the City.

Upon expiration of injury leave, an employee may use sick leave.

XXIV. LEAVE DONATION

Full-Time Permanent, and Part-time Permanent non-union employees of the City may donate paid leave to a fellow Full-Time Permanent, or Part-time Permanent non-union City employee in order to assist the co-worker in critical need of leave due to the employee's serious illness or injury.

A serious illness or injury for the purposes of this policy is defined as a serious illness or injury that is expected to incapacitate the City employee for an extended period of time, exhaust the employee's leave balances, and that qualifies as a disability under the City's Disability Program or Workers' Compensation. Leave donation also requires that the employee will be taking an extended time off from work will create a financial hardship for the employee because they have exhausted all leave balance.

To donate leave: Qualifying employees may donate leave if the donating employee:

- a. voluntarily elects to donate leave and does so with the understanding that donated leave will not be returned (leave donated but unused will be returned on a prorated basis to all employees who donated leave);
- b. donates a minimum of eight (8) hours;
- c. retains a combined leave balance of at least 120 hours for full-time permanent and 60 hours for part-time permanent employees (leave shall be donated in the same manner in which it would otherwise be used, except that compensatory time is not eligible for donation under Fair Labor Standards Act restrictions); and

- d. does not donate more than 200 hours in one (1) year.

Qualifying employees who wish to donate leave must agree to the above conditions and complete the Donor Application Form. The Donor Application Form can be obtained in the Human Resources Department and must be returned there.

The donation of leave shall occur on a strictly volunteer basis. The City shall respect an employee's right to privacy, however, with the permission of the employee who is in need of leave, the Human Resources Director may inform co-workers of the employee's critical need for leave.

To receive donated leave: An employee may receive donated leave, up to the number of hours the employee is scheduled to work each pay period, if the employee who is to receive donated leave:

- a. has a serious illness or injury as previously defined, and provides written documentation from his or her physician certifying the serious illness or injury;
- b. has no accrued leave; and
- c. has applied for any paid leave, workers' compensation, or disability benefits program for which the employee is eligible (an employee who has applied for these programs may use donated leave to satisfy the waiting period for such benefits).
- d. After the waiting period, qualified employees may donate leave to supplement up to 40% of the employee's normal pay, if the employee is on disability. There would be no waiting period for qualified part-time permanent employees who do not receive disability. The employee may NOT receive more than he or she would have earned in a normal pay period from disability and leave donation or based on the normal hours scheduled to work less applicable deductions.
- e. The Request for Leave Donation Form can be obtained in the Human Resources Department and must be returned there.
- f. The employee may only receive donated leave for a maximum of one year.

The leave donation program shall be administered on a pay-period-by-pay-period basis. Employees using donated leave shall be considered on active pay status, and shall accrue leave and be entitled to any benefits to which they would otherwise be entitled.

Leave accrued by an employee while using donated leave shall be used, if necessary, in the following pay period before additional donated leave may be received.

Donated leave shall not count toward the probationary period of an employee if received during his or her probationary period.

Donated leave shall be considered sick leave, but shall NEVER be converted into a cash benefit.

Eligibility to receive donated leave under this policy shall cease upon:

- a. certification from the employee's physician that he or she is capable of engaging in sustained regular employment; or
- b. an employee's application for retirement is approved;
- c. death of the employee, whichever should first occur; or
- d. exhaustion of available leave in the leave bank.

XXV. CIVIC DUTY LEAVE

Jury Duty.

Employees will be excused from regularly scheduled work for jury duty. If an employee's jury duty is concluded prior to the completion of the employee's regularly scheduled workday, he must return to work for the remainder of the workday. The City will compensate an employee who is called to, and reports for, panel and/or jury duty, at the employee's straight-time hourly rate for the hours he was scheduled on that day. The employee must give the City prior notice of jury duty.

Work-Related Proceedings.

Employees who are required by the City to appear in court or other proceeding on behalf of the City, will be paid at their appropriate rate of pay for hours actually worked. Employees must obtain prior approval from their supervisor before appearing in court or administrative proceedings on behalf of the City. Employees who receive a subpoena for work-related matters and have a concern regarding that subpoena should seek assistance from their supervisor, who may then contact the Prosecuting Attorney's Office.

Personal Matters.

Employees who are required to appear in court on personal matters, or on matters unrelated to their employment with the City, must seek an approved vacation leave or unpaid leave of absence.

XXVI. VACATION LEAVE

Vacation Leave Accrual.

Full-time City employees shall be entitled to vacation after completion of one full year of public employment in Ohio. Vacation time is credited each bi-weekly pay period at rates as established below. An employee who is not in active pay status for part of a bi-weekly pay period shall earn a pro-rated amount of vacation leave for that period.

Each full-time employee will accrue vacation leave with full pay in accordance with the following schedule:

<u>Length of Service</u>	<u>Hours Earned Each Biweekly Pay</u>
0 – 5 years	3.08 hours
5 – 11 years	4.62 hours
11 – 15 years	6.16 hours
15 plus years	7.70 hours

Vacation leave will accrue during periods of authorized paid leaves of absence but will not accrue while an employee is on unpaid leave status.

In accordance with O.R.C. § 9.44, employees may be entitled to prior service credit for time spent with the State of Ohio or any political subdivision of the State. It is the employee's responsibility to provide necessary documentation of prior service.

Vacation Leave Use.

Vacation may only be used with the prior approval of the Appointing Authority, or designee.

An employee may only accumulate vacation leave up to a maximum of two hundred and forty (240) hours. When this balance of 240 hours is reached, the employee shall accrue no further vacation.

The City may revoke vacation leave that has been approved if required by operational reasons.

Upon separation from service with at least one (1) year of recognized public service, an employee is entitled to compensation for accrued but unused vacation at their current rate of pay.

In the case of the death of an employee, the unused vacation leave credited to the employee shall be paid to the surviving spouse, or secondarily, the employee's estate.

XXVII.

The following days shall be considered legal holidays for which full-time, non-union employees shall receive their regular compensation:

- a. New Year's Day (January 1)
- b. Martin Luther King, Jr. Day (third Monday in January)
- c. President=s Day (third Monday in February)
- d. Memorial Day (last Monday in May)
- e. Independence Day (July 4)
- f. Labor Day (first Monday in September)
- g. Veteran=s Day (November 11)
- h. Thanksgiving Day (fourth Thursday in November)
- i. Day after Thanksgiving
- j. Day before Christmas Day
- k. Christmas Day (December 25)
- l. Day before New Year's Day
- m. Personal day
- n. Any day or part of any day as proclaimed by the Mayor

Employees may use personal days only with prior approval of the Appointing Authority or appropriate designee. All bargaining unit employees should refer to their applicable collective bargaining agreement for holiday scheduling.

If any day designated in this section as a legal holiday falls on Saturday or Sunday, then either the Friday preceding or the Monday succeeding either day will be designated by the Mayor as a legal holiday.

If an employee is on unpaid leave, the employee is not entitled to holiday pay.

All full-time employees are entitled to eight (8) hours' of pay at their current rate of pay, or ten (10) hours of pay if assigned to a ten (10) hour shift.

Employees shall not be required to work on holidays unless failure to work would impair City service.

Any employee required to work on a holiday listed in this section shall be paid at the applicable overtime hourly rate for all hours worked on the holiday, in addition to either eight (8) hours' holiday pay at the straight-time rate if the employee is regularly assigned to an eight (8) hour shift, or ten (10) hours holiday pay at the straight time rate if the employee is regularly assigned to a ten (10) hour shift.

If a holiday falls on an employee's scheduled day off, the employee shall be entitled to an additional eight (8) hours' pay at the straight-time rate if the employee is regularly assigned to an eight (8) hour shift, or ten (10) hours holiday pay at the straight-time rate if the employee is regularly assigned to a ten (10) hour shift.

If a holiday occurs when an employee is on paid leave, the employee will be entitled to eight (8) hours= holiday pay at the straight-time rate if the employee is regularly assigned to an eight (8) hour shift, or ten (10) hours' holiday pay at the straight-time rate if the employee is regularly assigned to a ten (10) hour shift. No charge will be made against the leave accumulation.

XXVIII. FUNERAL LEAVE

Each full-time employee shall be granted a paid leave not to exceed three (3) working days upon a death in the employee's immediate family, as immediate family is defined in Sick Leave. It is recognized that situations may develop where a death other than in the employee's immediate family warrants the City granting paid leave. The Appointing Authority may grant such paid leave based upon the circumstances peculiar to each case.

Funeral leave may be used to attend the funeral, make funeral arrangements, or attend to other matters directly related to the funeral.

Part-Time Employees: Employee would be paid the hours the employee was scheduled to work during the leave; if the employee was not scheduled to work during the leave, then payment would not be paid. Such time shall not exceed three (3) days.

XXIX. MILITARY LEAVE

Military leave is governed by O.R.C. Chapters 5903, 5906 and 5923 and the Uniformed Services Employment and Reemployment Rights Act (USERRA).

Paid Military Leave.

City employees who are members of the Ohio organized militia or members of other reserve components of the armed forces, including the Ohio National Guard, are entitled to military leave. Employees requesting military leave must submit a written request to the City as soon as they become aware of such orders. Employees must provide the published order or a written statement from the appropriate military authority with the request for leave.

Pursuant to O.R.C. § 5923.05, employees are authorized up to twenty-two (22) eight (8)-hour working days or one hundred seventy-six (176) hours within a year. During this period, employees are entitled to receive their regular pay in addition to compensation from military pay. Any employee required to be serving military duty in excess of twenty-two (22) days or 176 hours in a year due to an executive order issued by the President of the United States or an act of Congress or by the Governor in accordance with law shall be entitled to a leave of absence. During this leave of absence, employees are entitled to be paid a monthly amount equal to the lesser of (1) the difference between the employee's gross monthly wage and his/her gross monthly uniformed pay and allowances received for the month, or (2) five hundred dollars (\$500). No employee is entitled to receive this benefit if the amount of gross military pay and benefits exceed the employee's gross wages from the City for that period.

Employees who are on military leave in excess of twenty-two (22) days or one hundred seventy-six (176) hours in a year, may use their accrued vacation leave, personal leave or compensatory time while on military leave. Employees who elect this option shall accrue vacation leave and sick leave while on such paid leave.

For military leave up to twenty-two (22) days or one hundred seventy-six (176) hours in a calendar year, employees shall continue to be entitled to health insurance benefits as if they are working. These benefits shall continue beyond this period if the employee is on military leave and elects to utilize paid leave. Employees who exceed the twenty-two (22) days or one hundred seventy-six (176) hours and do not elect to utilize paid leave are not entitled to the health insurance benefits on the same basis as if they are working. In these circumstances, employees will be provided notice of their rights to continue this coverage at their cost in accordance with applicable law.

Also see Family and Medical Leave Act Policy

XXX. UNPAID LEAVE

Employees may request an unpaid leave of absence for professional, educational, or other personal reasons. The Appointing Authority, or designee, has sole discretion to grant or deny the leave. A personal leave of absence may be granted for one day to six months for any reason the Appointing Authority, or designee, deems appropriate. Upon completion of approved unpaid leave, the employee will be returned to his former position or to a similar position within the same classification.

While on leave without pay status, an employee shall not accumulate paid leave or holiday pay. An employee on a non-FMLA unpaid leave of absence will be given COBRA notification regarding his health insurance benefits.

The Appointing Authority, or designee, may revoke an unpaid leave of absence for business reasons upon one week's written notice to the employee that he must return to work. An employee on an unpaid leave of absence who is determined to be using the leave for purposes other than for which the leave was granted may be ordered to return to work immediately.

XXXL WORKER'S COMPENSATION

State law provides that all employees are covered by Workers' Compensation for injuries that arise out of or in the course of employment.

Should an employee be injured during the course of employment with the City, he or she shall report to his or her supervisor within 24 hours or as soon as possible thereafter, and his or her supervisor shall notify his or department/division head and shall complete an Injury Report Form. This report shall be completed, regardless of the apparent seriousness of the injury, and regardless whether medical attention is required. Such report shall be forwarded to the department/division head (or designee) no later than 48 hours after the accident. An employee injured in a work-related accident may be required by the department/division head to see a physician. This completed report should be forwarded to the Ohio Bureau of Workers' Compensation through the Director of Human Resources.

Should the department/division head require it, or should an employee's injury require medical attention, the supervisor shall provide the injured employee with a Workers' Compensation claim form, which shall be completed by the attending physician.

In the event of serious injury, the injured employee's supervisor shall notify the department/division head and Appointing Authority immediately so that, if necessary, an investigation may be initiated.

The department/division head must be advised and continually updated if an employee continues to be absent due to a work-related injury. Employees are responsible for providing their expected date of return to work (if known).

Any documents received from the injured employee, his or her physician, hospital, or the state, regarding a Workers' Compensation claim must be immediately forwarded to the Human Resources Department.

Employees who are injured in the line of duty and must leave work before completing their workday period shall be paid at their regular compensation rate for the balance of time left in their scheduled workday.

An injured employee may elect to use accrued injury leave, sick leave, and vacation leave prior to receiving payments from Workers' Compensation. Employees are prohibited, however, from receiving payment for sick leave while simultaneously receiving payment from Workers' Compensation.

Further information on Workers' Compensation can be obtained through the Human Resources Department.

XXXI. TRANSITIONAL WORK PROGRAM

It is the policy of the City to have a program that will allow employees who have temporary work limitations due to an accident, injury, or illness to return to work while they complete their recovery. The program will provide a suitable, temporary work assignment during the period of time that the employee completes the recovery process.

Full-time, non-union employees who are expected to have a temporary period of job performance limitation (defined as a limitation that is anticipated to last no more than 90 days) will be considered for participation in the program. Employees must also meet all of the following criteria:

- a. have an injury, accident, or illness, or a reoccurrence or exacerbation of a preexisting condition, occurring on or after the effective date of this policy;

- b. have been released for participation in the program by their doctor; and
- c. have the potential of returning to their original job and performing the essential job functions through recovery or job modification.¹

All full-time employees will have a maximum duration of 90 days. Continuation of individual programs will require ongoing documentation of medical necessity. All participants will have their cases reviewed by the Human Resources Director on an as-needed basis.

The employee will be:

- a. paid at his or her regular hourly rate of pay while participating in a transitional work program; and
- b. considered to be in active pay status for the purpose of legislative pay increases.

Employees who are required to attend occupational or physical therapy or doctor appointments should schedule those appointments on non-working hours or take sick or injury leave.

Gradual Return to Work: Employees who are capable of working 20 hours per week or more will be granted participation in a gradual return to work program. The City will pay the regular rate of pay for hours worked by the employee. The remaining time will be paid through either Workers' Compensation, disability claim, or available leave balances.

Temporary Work Assignment: Work assignments may include the following:

- a. original work assignment and shift with duty modification;
- b. same work activity at different location and/or shift;
- c. different work activity, same shift; and

¹ Modifications are considered to be the provision of adaptive equipment designed to remove the physical barriers of a job. It may be provided through a rehabilitation program in the case of a Workers' Compensation claim.

- d. different work activity and shift.

All participants in the transitional work program will comply with all personnel policies, procedures, and safe work practices. Employees are required to follow all injury report policies and procedures.

The TWP may be terminated due to a lack of medical necessity, lack of progress, or change in the employee's medical/psychological condition.

TWP Committee Composition: The committee will be composed of the immediate supervisor, a department director or Appointing Authority, and the Human Resources Director. Anyone participating on the TWP committee should be fully trained in all areas of TWP.

Committee Responsibilities: The committee will be responsible for determining suitable temporary work assignments based upon physical limitations provided by the employee's physician of record. The committee will review applicable cases every two (2) weeks or as needed. The review will determine the need for continuation or termination of a program. The department director will determine temporary work assignments for persons whose physical limitations are anticipated to be less than 14 days in duration.

XXXIV TRAVEL REIMBURSEMENT

Employees shall be reimbursed for City-approved expenses incurred while traveling on City business.

Mileage, Parking, and Tolls:

If no City vehicle is available, employees shall be reimbursed for actual miles driven in their personal vehicle, on official City business, at the current IRS reimbursement rate. Such payment

is considered to be total reimbursement for all vehicle-related expenses (e.g., gas, oil, depreciation, insurance, etc.). Mileage reimbursement is payable to only one (1) of the two (2) or more employees traveling on the same trip, in the same automobile. Charges incurred for parking at the destination, and any highway tolls, are reimbursable at the actual amount. No expense reimbursement is paid for travel between home and work. Receipts for parking costs and highway tolls are required.

Conferences

Upon prior written authorization of the Appointing Authority, or designee, employees may attend conferences, conventions, or training programs which are deemed to have a municipal purpose. Authorization is secured by preparing the Approval for Conference Expense form. The form includes the descriptive information about the conference along with an estimate of the expenses to be incurred.

Subsequent to approvals by department head or Appointing Authority, the Auditor will certify the availability of funds and return the form to the employee requesting approval.

The approved and certified form is attached to the purchase order requesting payment of expenses following the conference.

Payment of the conference expenses will be made by the Auditor's Office upon receipt of the Payment of Conference Expenses form which shall be prepared for either a reimbursement to the employee or a payment to the City's credit card company. In either case, the form summarizes all expenses to be paid by various expense categories.

All receipts are to be attached to substantiate the summarized expenses;

Proper approval is required; and

A purchase order is to be prepared to generate payment. Payment will not be made for any expense not substantiated by receipts.

Lodging:

Upon prior written authorization of the Appointing Authority, the actual cost of lodging (single room rate for one [1] employee, double room rate for two [2] employees who share a room) will be reimbursed in full when an employee travels to a conference more than fifty (50) miles from the Municipal Building, requiring an overnight stay.

Payment for lodging will be limited to the number of nights required to attend the conference.

Meals:

The actual costs of meals not included in the conference registration fee will be paid when an employee attends a conference according to the following limits:

Breakfast ..!	\$8.00
Lunch	\$12.00
Dinner	\$27.50

These costs include up to a 15% tip. Costs of alcoholic beverages are not paid. The costs of these drinks and any amount over the above limits are personal expenses.

An employee who has to buy an entire day of meals may combine their meal allowances into one premium of forty-seven dollars and fifty cents (\$47.50) per day.

When an employee travels to a high expense location, the Auditor has the authority to approve all or part of the meals which exceed the maximum reimbursement.

All meals are to be itemized, receipted, and explained on the expense report.

Transportation:

Local public ground transportation is recommended when available. Rental cars are limited to an intermediate size vehicle and must be pre-approved by the department head. Use of the vehicle for personal activities will be at the expense of the employee.

If taxi, Uber or shuttle

The costs of parking a vehicle driven to a conference, convention, or training program will be paid by the City for the duration of the conference.

Other Expenses:

The cost of the conference registration will be paid in full.

Reasonable tips will be reimbursed.

Approved use of an employee's vehicle will be reimbursed at the IRS rate by using the transportation column of the Payment of Conference Expenses form.

State and Local Taxes: The City is exempt from paying Ohio State Sales Tax or Ohio Hotel/Motel taxes. Therefore, expenses incurred at hotels, restaurants, and car rental agencies must be paid either by City check or the City's credit card company.

The employee incurring the expense must also present an appropriate Certification of Exemption. The exemption will not be recognized by the establishment if the employee pays in cash, personal check, or personal credit card.

Sales, excise and other taxes from which the City is exempt will be reimbursable only when it is not practical to secure exemption, such as on meals, transportation and lodging.

Miscellaneous: Text books, tapes, or other non-work book type conference materials for which a fee must be paid, become the property of the City. Officials approving such reimbursement are responsible for such items being retained by the City.

XXXII. PERSONNEL FILES AND INFORMATION

The City shall maintain personnel files for all City employees. Such files may include individual employment data, payroll information, schedules, records of additions or deductions, application forms, and records pertaining to hiring, promotion, demotion, transfer, layoff and termination. Personnel files shall be available to members of the public in accordance with the law. An employee shall have a right of reasonable inspection of his official personnel file. No personnel records shall be removed from the official records unless in accordance with state or federal law or in accordance with the City's retention of records policy.

When a public records request is made for an employee's records, the City will endeavor to inform the employee of the request in advance of the release of records. The City will make reasonable efforts to redact personal information, and other non- public information, from the files before release. Notifying the employee of the release may not result in an unreasonable delay in releasing the records pursuant to an appropriate request. Employees are responsible for taking legal action in the event they wish to prohibit release of the requested documents to the requesting individual or entity.

Employees must timely advise the City of any change in name, address, marital status, telephone number, number of tax exemptions, citizenship, or association with any government military service organization.

XXXIII. WORKPLACE VIOLENCE

Zero Tolerance.

The City is committed to providing a work environment that is safe, secure and free of harassment, threats, intimidation and violence. In furtherance of this commitment, the City enforces a zero

tolerance policy for workplace violence. Consistent with this policy, threats or acts of physical violence, including intimidation, harassment, and/or coercion which involve or affect employees, or which occur on City property or at a worksite, will not be tolerated. Employees who are found to have committed acts of workplace violence will receive discipline and possible criminal prosecution, depending on the nature of the offense.

Prohibited Acts of Violence.

Prohibited acts of workplace violence include, but are not limited to, the following: (1) hitting or shoving; (2) threatening harm to an employee or his family, friends, associates, or property; (3) intentional destruction of property; (4) harassing or threatening telephone calls, letters or other forms of written or electronic communications, including email and website postings; (5) intimidating or attempting to coerce an employee to do wrongful acts, as defined by applicable law, administrative rule, policy, or work rule; (6) willful, malicious and repeated following of another person, also known as “stalking” and/or making threats with the intent to place another person in reasonable fear for his safety (7) suggesting or otherwise intimating that an act to injure persons or property is “appropriate”, without regard to the location where the suggestion or intimidation occurs; and (8) unauthorized possession or inappropriate use of firearms, weapons, or any other dangerous devices on City property.

Warning Signs and Risk Factors.

The following are examples of warning signs, symptoms and risk factors that may indicate an employee’s potential for violence. In all situations, if violence appears imminent, employees should take the precautions necessary to assure their own safety and the safety of others. An employee should immediately notify management if they witness any violent behavior, including, but not limited to, the following: (1) hinting or bragging about a knowledge of firearms; (2) making intimidating statements such as: “You know what happened in Oklahoma City,” “I’ll get even,” or “You haven’t heard the last from me.”; (3) keeping records of other employees the individual believes to have violated departmental policy; (4) physical signs of anger, such as hard breathing, reddening of complexion, menacing stares, loudness, and profane speech; (5) acting out violently either verbally or physically; (6) excessive bitterness by a disgruntled employee or an ex-employee; (7) being a “loner,” avoiding all social contact with co-workers; (8) having a romantic obsession with a co-worker who does not share that interest; (9) history of interpersonal conflict; (10) domestic problems, unstable/dysfunctional family; and (11) brooding, depressed, strange behavior.

XXXIV. COMPUTER USE POLICY

General.

City computers and information systems are City property. They may be used only for explicitly authorized purposes. The City reserves the right to examine all data stored in or transmitted by their computers and systems. Without notice, the City and authorized City supervisors may enter, search, monitor, track, copy, and retrieve any type of electronic file of any employee or contractor. These actions may be taken for business-purpose inquiries including but not limited to theft investigation, unauthorized disclosure of confidential business or proprietary information, excessive personal use of the system, or monitoring work flow and employee productivity.

Employees have no right to privacy with regard to the Internet and email on City systems. Authorized designees (as referenced above) may access any files stored on, accessed via, or deleted from computers and information systems. When necessary, Internet, email, and Instant Messenger (IM) usage patterns may be examined for work-related purposes, including situations where there is a need to investigate possible misconduct and to assure that these resources are devoted to maintaining the highest levels of productivity. All software installed on any City computer must be licensed to the City. No City employee may install, uninstall, or reconfigure any software or hardware owned by the city without prior authorization from their Supervisor. The use of privately-owned or contractor-owned devices (i.e., PDAs, smart phones, and laptops) for official city business must be authorized in advance by the City.

Prohibited Uses of Computers and Information Systems, Including But Not Limited To E-mail, Instant Messaging, and the Internet.

1. Violating local, state, and/or federal law.

2. Harassing or disparaging others based on age, race, color, national origin, sex, sexual orientation, disability, religion, military status or political beliefs. Harassment and disparagement include but are not limited to slurs, obscene messages, or sexually explicit images, cartoons, or messages.
3. Threatening others.
4. Soliciting or recruiting others for commercial ventures, religious or political causes, outside organizations, or other matters which are not job related.
5. Using computers or information systems in association with the operation of any for-profit business activities or for personal gain.
6. Sabotage, e.g. intentionally disrupting network traffic or crashing the network and connecting systems or intentionally introducing a computer virus.
7. Vandalizing the data of another user.
8. Forging electronic mail and instant messenger messages.
9. Sending chain letters.
10. Sending rude or obscene messages (anything that would embarrass or discredit the City).
11. Disseminating unauthorized confidential or proprietary City documents or information or data restricted by government laws or regulations.
12. Browsing or inquiring upon confidential records maintained by the City without substantial business purpose.
13. Disseminating (including printing) copyrighted materials, articles, or software in violation of copyright laws.
14. Accessing the Internet in any manner that may be disruptive, offensive to others, or harmful to morale.
15. Transmitting materials (visual, textual, or auditory) containing ethnic slurs, racial epithets, or anything that may be construed as harassment or disparagement of others based on age, race, color, national origin, gender, sexual orientation, disability, religious or political beliefs.
16. Sending or soliciting sexually-oriented messages or images.
17. Using the Internet or instant messenger for political activity.
18. Using the Internet to sell goods or services not job-related or specifically authorized in writing by an approving authority.

19. Downloading and viewing non-work-related streaming audio or video (i.e. listening to radio stations, etc) due to the limited bandwidth of the system.
20. Intentionally using Internet facilities to disable, impair, or overload performance of any computer system or network or to circumvent any system intended to protect the privacy or security of another user.
21. Speaking to the media or to the public within any news group or chat room on behalf of the City if not expressly authorized to represent the City.
22. Uploading or downloading games, viruses, copyrighted material, inappropriate graphics or picture files, illegal software, and unauthorized access attempts into any system.

NOTE: Whether on working time or not, these prohibitions apply at all times to city-owned computers and information systems. Personnel cannot expect that the information they convey, create, file, or store in City computers and information systems will be confidential or private regardless of the employee's intent. Please remember that there is no expectation of privacy for anything sent by email or IM, and that others can view this information at any time.

Securing Computer Equipment and Electronic Data.

City employees who are responsible for or are assigned portable computer equipment and electronic media (i.e., laptops, flash memory devices, external hard drives, DVDs, CDs, etc.) shall secure those items when not in the office as these items may contain confidential and/or HIPAA information, which could be compromised if lost or stolen. If an employee loses a piece of equipment or it is stolen, they are required to immediately notify their supervisor. Failure to properly secure portable computer equipment and electronic data is subject to disciplinary action.

XXXV. Social Media Limitations.

The City supports the free exchange of information and camaraderie among employees on the internet. However, when internet blogging, chat room discussions, email, text messages or other forms of electronic communication extend to employees revealing confidential information about the City or its employees, or engaging in posting inappropriate material about the City or its employees, the employee who posts such information or assists in posting such material may be subject to disciplinary action.

Employees are reminded to be careful of the information they disclose on the internet, including social media sites. The following uses of social media are strictly prohibited, whether on or off duty:

1. Comments or displays about coworkers, supervisors or the City that are vulgar, obscene, threatening, intimidating, harassing, or a violation of the City's workplace policies against discrimination, harassment or hostility on account of age, race, religion, sex, ethnicity, nationality, disability, military status or other protected class, status, or characteristic.
2. Statements or uses of the City's logo which are slanderous or detrimental, including evidence of the misuse of the City's authority, information, insignia or equipment.
3. Unprofessional communication which, if left unaddressed, could potentially result in a civil or criminal cause of action against the City. Unprofessional communication also includes that which the City could demonstrate has a substantial risk of negatively affecting the City's reputation, mission or operations, such as slander, defamation or other legal cause of action.
4. Disclosure of confidential and/or proprietary information acquired in the course of employment. Confidential information includes not only information that would not be available pursuant to a public records request, but also includes any information which does not relate to an issue of public concern.
5. Comments or displays which impact employees' abilities to perform their job duties or the City's ability to maintain an efficient workplace.

Social media sites may be inspected by the City for cause to determine potential policy violations. If an employee believes that an online communication violates a City policy, the employee should immediately report the communication to his supervisor. The City may investigate the matter, determine whether such communication violates policy, and take appropriate action. This policy does not apply to communications protected by the U.S. or Ohio Constitutions.

XL. CITY PROPERTY

General.

Employees are prohibited from using City materials, tools, facilities, equipment and labor for personal or private use regardless of whether the use is during working or non-working time. Employees may not perform private work for themselves, co-workers, friends or family members during working time or while using City materials, tools, facilities, or equipment. All City tools and equipment must be used and operated within the laws of the State of Ohio and/or rules and regulations of the City. Employees who separate from service with the City are responsible for return of reusable City property in her possession.

Employees have no reasonable expectation of privacy in the use of City property and facilities. In order to safeguard employees and the workplace, and in order to maximize efficiency, safety and productivity, the City reserves the right, in its sole discretion and without notice to employees, to inspect, monitor or otherwise search City property and facilities or any other enclosed or open area within City property or facilities and to monitor or inspect any items found within such facilities. Employees are required to cooperate in any work place inspection. The City also reserves the right to inspect any packages, mail, parcels, handbags, briefcases, or any other possessions or articles carried to and from City facilities and job sites where permitted by law.

Employees required to answer the telephone as part of their assigned duties shall do so in a polite and courteous manner. No employee shall use foul or abusive language over the telephone or in any dealings with the public. The City reserves the right to monitor any phone at any time. Personal phone calls must be kept to an "on emergency basis" only. Toll calls and/or long distance for personal reasons shall not be charged to the City.

The City may issue cellular phones to its employees. Cellular phones are not only capable of making and receiving phone calls, they may also be capable of email, text messaging, internet browsing, running third party applications, GPS, and entertainment. Regardless of the capability of a particular cellular phone, City-issued cellular phones are considered City property and are for business use only. Features other than phone use must not be used or activated without direct authorization from a supervisor. Use of City cellular phones while operating a motor vehicle (City-owned or personal) is prohibited.

Vehicles.

Employees operating a City motor vehicle are required to have a proper and valid motor vehicle operator's license. An employee who operates a motor vehicle for work and who has his license suspended, but who has acceptable court-ordered driving privileges, may nevertheless have his driving privileges temporarily suspended by the City. When the City suspends driving privileges, the employee will be temporarily reassigned. The City need not reassign an employee who drives for work and has his license suspended by a court with no work-related driving privileges. Employees that are required to drive as a part of their job are required to remain insurable on the City's fleet liability policy. Employees must notify their supervisor of any traffic offense which may impair their ability to remain insurable or their ability to perform an essential function of their job, such as driving.

Any City employee who operates a City-owned motor vehicle, or a privately owned motor vehicle in the discharge of official City business, shall at all times during the course of operation, fully utilize the front seat occupant restraint systems provided in the vehicles and require like use of said systems by any passengers in the vehicle. Employees who operate City vehicles must have appropriate insurance coverage as designated by the Appointing Authority or Agency Head.

Use of a City-owned vehicle must be pre-approved by the employee's supervisor. Employees shall not use, or permit the use of City automobiles for any purpose other than official City business. Passengers not on official City Business (i.e. children, spouses, friends, etc) are not permitted in City-owned vehicles. Employees, as representatives of the City, are expected to be courteous to the public and to obey all traffic laws. City employees should drive and conduct themselves as to enhance the reputation of the City and Department.

Employees who drive City vehicles or who drive their personal vehicles for City business are subject to periodic (at least annual) record checks at the Bureau of Motor Vehicles. Employees who utilize City vehicles are responsible for reporting to their supervisor any moving traffic violations obtained while on, or off, duty as an employee's personal driving record may impact his ability to be covered on the City's liability policy. Employees who drive on behalf of the City are subject to reassignment and/or discipline in the event of a license revocation, suspension or traffic offense conviction.

Concerns regarding repairs or vehicle maintenance must be reported to the employee's immediate supervisor.

XXI. TOBACCO/ELECTRONIC SMOKING

In order to promote a healthy and comfortable work environment, City employees are prohibited from using tobacco while on City property, while performing duties related to City employment whether on or off site, while traveling for City business, and in any other circumstances or locations where an employee is representing the interests of the City, except as authorized by the Mayor. City property includes, but is not limited to: buildings, offices, restrooms, hallways, common work areas, parking lots, garages, City vehicles, conference rooms, sidewalks, green space, stairs, cafeterias/break rooms, and storage areas.

For the purpose of this policy, tobacco is defined as all tobacco, tobacco derived and/or substances mimicking tobacco containing products, including but not limited to: cigarettes, electronic cigarettes, vapor cigarettes, any artificial/faux cigarette, cigars, cigarillos, pipes, oral tobacco, or any other manner of using or consuming tobacco, tobacco derived substances and/or substances mimicking tobacco. The definition is intended to include all products that deliver nicotine for purposes other than cessation.

XLII. DRUG AND ALCOHOL POLICY

Drug-Free Workplace

Alcoholism and drug addiction are treatable diseases. Therefore, employees who believe that they may have an alcohol or drug addiction problem are encouraged to seek professional treatment and assistance. No employee who seeks such treatment or assistance prior to detection will have his job security, promotional opportunities, or other job conditions jeopardized by a request for treatment. The individual's right to confidentiality and privacy will be recognized in such cases.

The City may take disciplinary action for any violations of work rules, regardless of the effect of alcohol or drug abuse. Nothing in this policy shall be construed to condone or exonerate employees from their misconduct or poor performance resulting from a drug or alcohol problem.

The City maintains a drug and alcohol free workplace. Employees are hereby notified that the manufacture, distribution, dispensing, possession, use or being under the influence of alcohol, drugs or other controlled substance is strictly prohibited during working hours at any location where employees are conducting City business. Also prohibited is the illegal use of legal substances.

In order to further the City's objective of maintaining a safe, healthful, and drug-free workplace, the City may require an employee to submit to a urine and/or blood test if there is reasonable suspicion to believe that an employee is under the influence of a controlled substance or alcohol. Refusal to submit to a drug or alcohol test and/or to release the results of the same shall be considered insubordination and will be construed as a positive test result.

Employees are put on notice that an employee who is under the influence of drugs or alcohol may forfeit their right to obtain workers compensation benefits. The law establishes a rebuttable presumption that if an injured worker tests positive for the use of drugs or alcohol, the worker will have to prove the use of drugs or alcohol did not cause the accident. A refusal to test for the use of drugs or alcohol will also establish the presumption. Employees who are involved with a workplace accident may be required to undergo drug and/or alcohol testing in accordance with this policy.

Drug Policy.

Controlled Substance: Means any controlled substance contained in Schedules 1 through V of Section 202 of the Controlled Substance Act (21 U.S.C. § 812; or as defined in § 3719.01 O.R.C.).

Conviction: Means any finding of guilt, including a plea of *nolo contendere* (no contest) or the imposition of a sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

Criminal Drug Statute: Means a criminal statute involving manufacture, distribution, dispensation, use, or possession of any controlled substance. For purposes of this policy all definitions will be consonant with O.R.C. § 3719.01 *et seq.*

The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance by any employee which takes place in whole or in part in the employer's work place is strictly prohibited and will result in criminal prosecution and employee discipline

Any employee arrested or convicted of any Federal or State criminal drug statute must notify the employer of that fact immediately, but in no event longer than five (5) calendar days, of the arrest or conviction.

Any employee who reports for duty in an altered or impaired condition which is the result of the illegal use of controlled substances and/or alcohol will be subject to disciplinary action up to and including removal. Any decision to take disciplinary action may be held in abeyance pending the completion by the employee of a drug rehabilitation program.

Any employee arrested or convicted of a drug or alcohol offense, who fails to timely report the arrest or conviction, may be terminated from employment and/or held civilly liable for any damage caused, including a loss of state or federal funds, resulting from the misconduct.

The City has a zero tolerance policy for employees who are under the influence of drugs or alcohol while at work. Employees who are using medical marijuana as authorized by Ohio law are not exempt from this policy in any way. The use of marijuana in any form for any purpose, authorized for medicinal purposes or unauthorized, will be treated the same as the use of all other Schedule 1 controlled substances, illegal drugs, or the abuse of legal drugs. Employees using Schedule 1 controlled substances or illegal drugs, including medical marijuana authorized by and in accordance with Ohio law, are still subject to all provisions of this policy and may be subject to discipline including termination for such use.

Drug and Alcohol Testing Policy

In order to maintain a safe and healthful work environment, the City reserves the right to set standards for employment and to require employees to submit to physical examinations including blood or urine tests for alcohol, illegal drugs, or the misuse of legal drugs where there is reasonable suspicion that an employee's work performance is, or could be, affected by the condition.

Where the City has a reasonable suspicion to believe that the employee is in violation of this policy,

Employees subject to random drug tests who refuse to participate in the drug/alcohol testing and/or rehabilitation program or who continue to test positive for substance abuse will face additional disciplinary actions, up to and including removal.

Any employee involved in an accident may be subject to post accident alcohol and drug/alcohol testing.

Employees who are required to hold a commercial driver's license (CDL) will be required to participate in the City's drug and alcohol testing program as required by federal law which includes pre-employment testing, post-accident testing, random testing, reasonable suspicion testing, and

return-to-work testing. Policies and procedures for these programs will be consistent with federal law and will be made available to employees required to hold CDL's and their supervisors.

Discipline

The City may discipline an employee, for any violation of this policy. Nothing herein shall be construed as a guarantee that the City will offer an opportunity for rehabilitation. Failure to successfully complete or participate in a prescribed rehabilitation program, if offered, shall result in the employee's discharge [including a refusal to test or a positive test result on a return to duty or follow-up test].

Refusal to Test

Employees who refuse to submit to the required testing shall be subject to disciplinary action up to and including discharge. A refusal to test for purposes of this policy shall include:

- Failure to provide a sufficient sample provided there does not exist a valid medical explanation as to why the employee was unable to do so;
- Any conduct that attempts to obstruct the testing process such as unavailability, leaving the scene of an accident without proper authorization, delay in providing a sample, adulterating, substituting or attempting to adulterate or substitute a specimen during the testing process, regardless of whether such attempt results in a negative or positive diluted sample;
- Failure to execute or release forms required as part of the testing process.

Prescriptions/OTC Medications

Employees must inform the City if they are taking any medication that may impair their ability to perform their job. Employees on such medications must provide a written release from their treating licensed medical practitioner indicating that they are capable of performing their essential job functions, with or without reasonable accommodation. Employees are prohibited from performing any City function or duty while taking legal drugs that adversely affect their ability to safely perform any such function or duty.

XLIII. PERSONAL APPEARANCE

The Appointing Authority reserves the right to prescribe appropriate attire and grooming and to set standards which are deemed to be in the best interest of the City and ensure an appropriate image for the City.

The Appointing Authority requires that an employee's clothing, grooming, and overall appearance be appropriate, in good taste, present a favorable public image, and be in conformity with regulations established by the City due to the specialized nature of service provided or the employment position maintained.

Clothing shall be conducive to the safe and effective performance of required job duties.

Certain employees may be required to wear regulation uniforms while on duty. The applicable departments may establish policies and procedures governing uniforms. When employees are required to wear a regulation uniform, the City shall provide the uniforms and/or provide a uniform allowance as prescribed by the City ordinance or applicable collective bargaining agreement.

Employees are required to keep uniforms neat, clean, and in good repair. City-issued uniforms may only be worn by employees while conducting official City business.

The City shall provide standard work clothing and safety equipment for all maintenance employees of the Parks and Recreation, Service, Street, Vehicle Maintenance, Water/Waste Water, Storm Water Utility and the Building Department employees. Each item of work clothing shall be suitably and permanently identified as belonging to the City. Any item unaccounted for shall be charged to the employee.

XLIV. INVESTIGATIONS AND DISCIPLINE

The City has the right to investigate all alleged disciplinary violations. Employees are required to cooperate fully during investigations. Employees who are the subject of a formal investigation have the right to be accompanied, represented, and advised by an attorney. For all employees, the failure to respond, to respond truthfully, or to otherwise cooperate in an investigation, shall be considered insubordination and may result in termination. Employees involved in an investigation shall not discuss the facts of the investigation during the pendency of the investigation.

Classified employees may be placed on a paid “administrative” leave of absence with pay pending an investigation. A classified employee who has been charged with a violation of law that is punishable as a felony may be placed on unpaid “administrative” leave, for a period not to exceed two months, pending an investigation. However, a classified employee who is placed on unpaid leave and is later exonerated of a felony must be reimbursed for lost pay, plus interest, and lost benefits. Unclassified employees may be placed on paid or unpaid leave pending an investigation.

Employees who have completed their probationary period and who are in the classified civil services may only be disciplined for just cause. Disciplinary action will be commensurate with the offense. Discipline for minor infractions will normally be imposed in a progressive manner with consideration given to the nature of the offense, prior disciplinary action, length of service, the employee’s position, the employee’s record of performance and conduct along with all other relevant considerations. Nothing in the policy shall be construed to limit the City’s discretion to impose a higher level of discipline under appropriate circumstances.

The following forms of misconduct constitute grounds for disciplinary action: incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, policy or work rule violations, conviction of a crime, failure of good behavior including a violation of ethics of public employment, failure to maintain licensing requirements, and any other acts of misfeasance, malfeasance, nonfeasance or any other reason set forth in O.R.C. § 124.34.

The property and image of the City is to be respected at all times; as such, an employee’s off duty conduct that could reasonably negatively impact the City may form the basis for discipline. Any comments or questions concerning the standard of conduct expected should be directed toward the employee’s immediate supervisor.

Employees have an obligation to immediately inform the City of any on-duty or off-duty arrests or convictions. An arrest or conviction may, or may not, result in discipline depending on the nature of the incident, the job performed, and other relevant considerations. Employees will not be granted vacation leave in order to serve jail time.

The filing or prosecution of criminal charges or other civil administrative investigations against an employee for alleged misconduct or criminal activity shall not be determinative as to appropriate disciplinary action, if any, under this policy. The City may investigate the employee’s alleged misconduct or activities and determine the appropriate discipline, if any, without regard to pending administrative or criminal charges. The disposition of such administrative or charge is independent of a disciplinary investigation. Although the City may utilize information obtained during other investigations, the City’s decision to take appropriate disciplinary action may or may not correspond with the filing, or non-filing, of criminal charges or civil actions. A felony conviction while employed with the City is just cause for termination.

Staff is responsible for reporting any incident or conduct they believe is inappropriate and/or in violation of City Policies and Procedures. This duty includes incidents actually observed, reported by residents, reported by staff, or suspected due to other facts.

When the City believes that discipline of a classified employee in the form of a paid or unpaid suspension, reduction or elimination of longevity pay, demotion or termination is possible, a pre-disciplinary conference shall be scheduled. Prior to the pre-disciplinary meeting, the employee will be provided with written notice of the charges against him. At the pre-disciplinary conference, the employee may respond to the charges or have his chosen representative respond. Failure to attend the pre-disciplinary conference shall be deemed a waiver of the conference.

Unclassified employees are not entitled to a pre-disciplinary conference.

Classified employees may appeal suspensions of more than three days, reductions in pay or position, or removals to the Civil Service Commission consistent with the City's civil service rules.

XLV. COMPLAINT PROCEDURE

Employees may have questions or concerns caused by misunderstandings in the application of policies, procedures and work rules. The City believes these questions and concerns heard promptly, and action taken to resolve or clarify a particular situation. Complaints regarding unlawful discrimination or harassment should be brought according to the unlawful discrimination and harassment policy contained in this manual.

All employees shall have the right to file a complaint without fear of retaliation. No employee shall be disciplined, harassed or treated unfairly in any manner as a result of filing a complaint. A complaint is defined as a disagreement between an employee and City as to the interpretation or application of official policies, departmental rules and regulations, or other disagreements perceived to be unfair or inequitable relating to treatment or other conditions of employment. The following is the procedure to be followed when an employee has a complaint as defined above:

A. Step 1: Immediate Supervisor.

An employee having a complaint shall file it in writing with his Immediate Supervisor, as outlined in the procedure for his work unit. The employee's Immediate Supervisor will review the complaint and attempt to resolve the complaint within a reasonable time and will provide the employee with a written response. Step 1 may be bypassed by either the employee or Immediate Supervisor if the Immediate Supervisor lacks the authority to make a change and/or the Immediate Supervisor is the subject of the complaint.

B. Step 2: Department Head.

Where the employee is not satisfied with Step 1 response of the Immediate Supervisor, the employee may submit the original complaint to the Department Head within seven (7) calendar days of the supervisor's written response. The Department Head will review all material provided and provide the employee with a written response in a timely manner.

C. Step 3: Mayor (or Designee).

Where the employee is not satisfied with the Step 2 response, the employee may submit the original complaint to the Mayor, or Designee, within seven (7) calendar days. The Mayor, or Designee, will review all material provided and will provide the employee with a written response in a timely manner. The Step 3 response shall be final.

XLV DURATION OF RECORDS

All actions of record will be maintained in each employee's personnel file throughout his period of employment, with the exception that any records of documented warnings will be removed from the file, upon the written request of the employee, one (1) year after such action was taken, provided no further corrective action of the same or similar nature has occurred. Written reprimands will be removed from the file upon the request of the

employee, two (2) years after such action was taken, provided no further corrective action of the same or similar nature has occurred. Suspensions shall be removed from the file, upon the employee's request, four (4) years after such action was taken, provided that no further corrective action of the same or similar nature has occurred and further provided that the City can show no compelling need to retain such records beyond this time limit. All actions of record including warnings, written reprimands, and suspensions removed from an employee's personnel file shall be maintained in a separate sealed file. Reductions in pay or position shall be removed from a personnel file and shall be maintained in a sealed file upon the employee's request, four (4) years after such action was taken provided that the City can show no compelling need to retain such records beyond this time limit. Removed records, maintained in a sealed file, may only be accessed by the City in response to and defense of allegations filed against the City or its officials by the employee or by a third party, but shall not be utilized for any other purpose including discipline, promotions, or assignments, or pursuant to applicable law.

Removed records shall be destroyed in accordance with the City Records Commission.

XLVII. LACTATION BREAKS

Employees who have recently given birth will be allowed a reasonable break time in order to nurse or express breast milk, for up to one year after the child's birth. The employee will be provided appropriate space, other than a bathroom, that is shielded from view and free from intrusion from workers and members of the public. Lactation breaks under this policy should, to the extent possible, run concurrently with any other break time available to the employee.

XLVIII. CONCEALED CARRY

Consistent with the Ohio Revised Code, no employee, contractor, client or other individual may carry, possess, convey or attempt to convey a deadly weapon or ordnance onto the property of the City. A valid concealed carry license does not authorize an individual to carry such a weapon onto these premises. Law enforcement officers specifically authorized to carry a firearm are exempted from this provision and may be permitted to carry a concealed weapon.

City employees are prohibited from carrying firearms any time they are working for the City or acting within the course and scope of employment. These situations include, but are not limited to attending training sessions or seminars, wearing a City identification badge, uniform, or other City issued paraphernalia that an employee is required to wear relative to their employment and working in resident's homes or other sites off City premises. Except for law enforcement officers, no employee or member of the public may carry, transport, or store a concealed weapon, firearm, or ammunition in a City owned vehicle.

This policy does not prohibit employees, possessing a valid license to carry a concealed handgun, from transporting and/or storing a firearm or ammunition in their personal vehicle at work locations where their personal vehicle is otherwise permitted to be (e.g. City Parking Lot). However, the employee must leave the firearm and ammunition in their personal vehicle. Employees are neither permitted to remove their firearm or ammunition from their personal vehicles while at work locations nor are they permitted to bring a concealed firearm or ammunition into a City owned building. The employee's firearm and ammunition must be stored in their personal vehicle in accordance with the storage provisions of the Concealed Carry statute. The firearm and ammunition must be in a locked vehicle either in the glove compartment, a lock box or the trunk.

Employees shall immediately contact a supervisor if they suspect an employee or member of the public is carrying a concealed weapon, firearm, or ammunition on City premises. Employees are required to immediately contact a supervisor if they suspect an employee to be carrying a concealed weapon or firearm in violation of this policy at any time while they are working for the City, acting within the course and scope of employment, or acting as a representative of the City.

XLIX. AUDITOR OF STATE FRAUD REPORTING SYSTEM

The Ohio Auditor of State's Office maintains a system for reporting fraud, including the misuse of public money by any official or office. The system allows all Ohio citizens, including public employees, the opportunity to make anonymous complaints through a toll free number, the Auditor of State's website, or the United States mail. Contact information is as follows:

Telephone: 1-866-FRAUD OH (1-866-372-8364)
 US Mail: Ohio Auditor of State's Office
 Special Investigations Unit
 88 East Broad Street
 P.O. Box 1140
 Columbus, OH 43215 Web: www.ohioauditor.gov

L. CONTACT WITH NEWS MEDIA/RESIDENTS

Any employee contacted by the news media or a citizen on a matter related to City operations should direct the caller to contact the Appointing Authority or designee. This policy is designed to avoid duplication, assure accuracy, and protect employees and the City from the dissemination of misstatements and misinformation.

This policy does not prohibit employees from making a public statement, in their off duty hours, on matters of public concern. However, this policy does prohibit employees from making unauthorized public statements during their working hours and from making public statements about matters of private concern that negatively impact the City.

EMPLOYEE INFORMATION AND RECORDS

I. EMPLOYEE INFORMATION:

The appropriate Appointing Authority shall establish and maintain a personnel file for each employee. The employee is responsible for providing the employer with the following information: the employee's legal name, address, telephone number, social security number, tax exemptions, affiliation with any branch of the armed services, the name and phone number of a person to contact in case of an emergency, loss of licensure or insurability, if applicable, and, any other requested information. In addition to providing this information, the employee is also responsible for promptly reporting any change in the information.

In the event the employer must send correspondence or other documentation to an employee who is on leave, the employer will mail the document to the last known address listed in the employee's personnel file. An employee will be considered to have constructive notice of any correspondence or documentation mailed to his last known address.

II. RELEASE OF RECORDS:

With the exception of certain law enforcement entities, the City, as well as, its employees is subject to the mandates of Chapter 1347 of the Ohio Revised Code regarding personal information systems. The City maintains records that are manually stored and records that are stored using electronic data processing equipment. Records maintained by the City include personal information (i.e. employee information required above).

The Human Resources Director is appointed to be directly responsible for the City's personal information systems. The City understands that it creates, receives, and maintains sensitive and private information, and will ensure that it collects, maintains, and uses only personal information that is necessary and relevant to the functions of the City. Personal information maintained by the City shall not be modified, destroyed, or disclosed without the approval of the Records Commission. The City will continually monitor the personal information system, and make necessary adjustments to ensure the system's accuracy. Employees will be trained on the use of personal information, including review of this policy. Employees who use personal information in an unauthorized manner shall be subject to the City's disciplinary policy.

Records maintained by the City that are not defined as “public records” in §149.43 of the Ohio Revised Code or other applicable provisions of law, shall not be released from an employee’s personnel file unless specifically authorized by such employee in writing. Pursuant to applicable law, medical records are not public records and are maintained in a separate file. Records maintained by the City that are defined as public records shall be released in accordance with law. The City will attempt to give employees at least twenty-four hours notice before releasing their personal information in response to a public records request.

III. REVIEW OF FILE:

Each employee shall have the right, with reasonable notice, to examine his personnel file. Such examination shall be made on non-work time or at some other mutually agreeable time. If an employee disputes the accuracy, timeliness, relevance, or completeness of documents in her file, he may submit a written request that the appointing authority investigate the current status of the information. The appointing authority will make a reasonable investigation to determine the accuracy, timeliness, relevance, and completeness of the file, and will notify the employee of the results of the investigation and any plans the appointing authority has to take action with respect to the disputed information.

Employees are not permitted to alter, add or remove documents or other information contained in their personnel files absent express authorization from the appropriate appointing authority. An employee who alters, adds or removes documents or information from his personnel file without prior approval may be subject to discipline. Employees may submit a statement to be attached to any disputed document.

PERSONNEL POLICY MANUAL

I acknowledge receipt of this manual and understand and agree that I am responsible for knowing its contents and for keeping it updated. I also understand that this manual is City property that must be returned to the appointing authority when I separate from employment with the City.

I further acknowledge and understand that this manual **does not create a contract of employment with the City for any purpose**. I agree and understand that any and all provisions of this manual may be modified or eliminated, without advance notice to me, at any time.

Issued To: _____

Signed: _____

Date Received: _____

Mayor's Office
Brad McCloud
7232 E. Main Street
Reynoldsburg OHIO 43068
Phone

ORDINANCE REQUEST

DATE: **May 14, 2018**

TO: **Finance and Administration Committee**

RE: ORDINANCE TO AMEND ORDINANCE 94-12 PASSED DECEMBER 17,
 2012 THAT WAIVES COMPETITIVE BIDDING FOR VARIOUS
 EXEMPTED CONTRACTS AND EXPENDITURES OVER ~~\$10,000~~ **\$25,000**.

Approval:

Completed Brad McCloud	Completed Jed Hood	Stephen Cicak
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Requesting amendment of Ordinance 94-12 passed in December 2012 and subsequently amended.

Amending the Competitive Bid Waiver legislation from 2012 (and subsequently amended) to amend the names of 2 vendors that have been purchased by other companies (Taylor Chevrolet is now Hugh White Chevrolet, Accela's Minute Trac has been purchased by Granicus/IQM2) and to add SCI- Sound Communications as a vendor. Also changes the bid amount from \$10,000 to \$25,000 to reflect the recent change to the bid limit in the city.

ORDINANCE NO. _____

PASSED:

ORDINANCE TO AMEND ORDINANCE 94-12 PASSED DECEMBER 17, 2012 THAT WAIVES COMPETITIVE BIDDING FOR VARIOUS EXEMPTED CONTRACTS AND EXPENDITURES OVER \$10,000 \$25,000.

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

SECTION 1. That Council does hereby waive competitive bidding for the following vendors:

Schonhardt and Associates	Aecela <u>IQM2 (Granicus)</u>
Limbach Controls Group	Speedway
Columbia Gas of Ohio	REM Communications
Sensus	Kirch Group Technologies
Verizon Wireless	Jeffrey R. Bing Cement
Taylor Chevrolet <u>Hugh White Chevrolet</u>	Franklin Soil & Water
Ricart Mega Mall	HD Supply Waterworks LTD
Statewide Ford	American Mechanical Group
Honda East	Franklin County (all agencies)
Pyrotecnico	Fairfield County (all agencies)
Willis of Ohio	Licking County (all agencies)
American Legal Publishing	State of Ohio (all agencies)
Silco Fire & Security	Hapco Aluminum
MP Dory	New World Systems
<u>SCI Integrated (Sound Communications)</u>	

SECTION 2. That Ordinance No. 94-12 passed December 17, 2012 be and is hereby repealed and replaced.

SECTION 3. That upon adoption by Council this ordinance shall be in effect thirty days following signature by the Mayor.

Doug Joseph, President of Council

ATTEST: _____
April L. Beggerow, Clerk of Council

APPROVED: _____ 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. 44-17 as passed by Council of said City on the 8th day of May, 2017 and as recorded in the Record of Proceedings of said Council.

April L. Beggerow, Clerk of Council

Filed with Mayor: _____

Attachment: Amend 94-12 waives comp bid (Amend 94-12 Waiver of Comp Bid Ordinance)

City Auditor's Office**Stephen Cicak****7232 E. Main Street****Reynoldsburg OHIO 43068****614/322-6858 Phone****ORDINANCE REQUEST****DATE: May 14, 2018****TO: Finance and Administration Committee****RE:**

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF BONDS IN THE MAXIMUM PRINCIPAL AMOUNT OF \$28,000,000, FOR THE PURPOSE OF PAYING THE COSTS OF IMPROVING THE CITY'S HEALTH AND RECREATION FACILITIES BY CONSTRUCTING A MUNICIPAL RECREATION AND AQUATIC COMPLEX, AND THE ACQUISITION AND IMPROVEMENT OF RELATED INTERESTS IN REAL PROPERTY, TOGETHER WITH ALL NECESSARY AND RELATED APPURTENANCES THERETO

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
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See Attached Documentation**TEFRA Hearing held 5/7/2018**

Passed: _____, 2018

ORDINANCE NO. _____-18

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF BONDS IN THE MAXIMUM PRINCIPAL AMOUNT OF \$28,000,000, FOR THE PURPOSE OF PAYING THE COSTS OF IMPROVING THE CITY'S HEALTH AND RECREATION FACILITIES BY CONSTRUCTING A MUNICIPAL RECREATION AND AQUATIC COMPLEX, AND THE ACQUISITION AND IMPROVEMENT OF RELATED INTERESTS IN REAL PROPERTY, TOGETHER WITH ALL NECESSARY AND RELATED APPURTENANCES THERETO.

WHEREAS, this City Council has requested that the City Auditor, as fiscal officer of this City, certify the estimated life or period of usefulness of the Improvement described in Section 2 and the maximum maturity of the Bonds described in Section 2; and

WHEREAS, the City Auditor has certified to this City Council that the estimated life or period of usefulness of the Improvement is at least five (5) years and that the maximum maturity of the Bonds is at least twenty (20) years; and

WHEREAS, a public hearing relating to the Improvement described in Section 2 and the plan of finance for the Improvement, including the issuance of the Bonds, was held by this City Council commencing at __:__ p.m. on _____, 2018, at the offices of this City Council, 7232 East Main Street, Reynoldsburg, Ohio, following reasonable public notice published in advance of such hearing, all in accordance with Section 147(f) of the Internal Revenue Code of 1986, as amended, and the requisite "public approval" required by that Section 147(f) is hereby granted by this Ordinance;

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

Section 1. Definitions and Interpretation. In addition to the words and terms elsewhere defined in this Ordinance, unless the context or use clearly indicates another or different meaning or intent:

"*Authorized Denominations*" means the denomination of \$5,000 or any integral multiple in excess thereof.

"*Bond Proceedings*" means, collectively, this Ordinance, the Certificate of Award, the Continuing Disclosure Agreement, the Purchase Agreement (if any), the Registrar Agreement and such other proceedings of the City, including the Bonds, that provide collectively for, among other things, the rights of holders and beneficial owners of the Bonds.

"*Bond Register*" means all books and records necessary for the registration, exchange and transfer of Bonds as provided in Section 5.

“*Bond Registrar*” means a bank or trust company authorized to do business in the State of Ohio and designated by the City Auditor in the Certificate of Award pursuant to Section 4 as the initial authenticating agent, bond registrar, transfer agent and paying agent for the Bonds under the Registrar Agreement and until a successor Bond Registrar shall have become such pursuant to the provisions of the Registrar Agreement and, thereafter, “*Bond Registrar*” shall mean the successor Bond Registrar.

“*Bonds*” means, collectively, the Serial Bonds and the Term Bonds, each as is designated as such in the Certificate of Award.

“*Book entry form*” or “*book entry system*” means a form or system under which (a) the ownership of beneficial interests in the Bonds and the principal of and interest and any premium on the Bonds may be transferred only through a book entry, and (b) physical Bond certificates in fully registered form are issued by the City and payable only to a Depository or its nominee as registered owner, with the certificates deposited with and “immobilized” in the custody of the Depository or its designated agent for that purpose. The book entry maintained by others than the City is the record that identifies the owners of beneficial interests in the Bonds and that principal and interest.

“*Certificate of Award*” means the certificate authorized by Section 6, to be executed by the City Auditor, setting forth and determining those terms or other matters pertaining to the Bonds and their issuance, sale and delivery as this Ordinance requires or authorizes to be set forth or determined therein.

“*City Attorney*” means the City Attorney of the City or any person serving in an interim or acting capacity with respect to that office.

“*City Auditor*” means the City Auditor of the City or any person serving in an interim or acting capacity with respect to that office.

“*Clerk of Council*” means the Clerk of Council of the City.

“*Closing Date*” means the date of physical delivery of, and payment of the purchase price for, the Bonds.

“*Code*” means the Internal Revenue Code of 1986, the Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable. Unless otherwise indicated, reference to a Section of the Code includes any applicable successor section or provision and such applicable Regulations, rulings, announcements, notices, procedures and determinations pertinent to that Section.

“*Continuing Disclosure Agreement*” means the Continuing Disclosure Agreement which shall constitute the continuing disclosure agreement made by the City for the benefit of the holders and beneficial owners of the Bonds in accordance with the Rule, as it may be modified from the form on file with the Clerk of Council and executed by the Mayor and the City Auditor, all in accordance with Section 9(c).

“*Depository*” means any securities depository that is a clearing agency registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Bonds or the principal of and interest and any premium on the Bonds, and to effect transfers of the Bonds, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“*Financing Costs*” shall have the meaning given in Section 133.01 of the Ohio Revised Code.

“*Interest Payment Dates*” means June 1 and December 1 of each year that the Bonds are outstanding, commencing on the date specified in the Certificate of Award.

“*Mandatory Redemption Date*” shall have the meaning set forth in Section 3(b).

“*Mandatory Sinking Fund Redemption Requirements*” shall have the meaning set forth in Section 3(e)(i).

“*Mayor*” means the Mayor of the City or any person serving in an interim or acting capacity with respect to that office.

“*Original Purchaser*” means the purchaser of the Bonds specified in the Certificate of Award.

“*Participant*” means any participant contracting with a Depository under a book entry system and includes securities brokers and dealers, banks and trust companies and clearing corporations.

“*Principal Payment Dates*” means December 1 in each of the years from and including 2019 to and including 2048; *provided* that the first Principal Payment Date may be advanced up to one year and the last Principal Payment Date may be deferred up to one year or advanced by such number of years as determined by the City Auditor, and *provided further* that in no case shall the final Principal Payment Date exceed the maximum maturity limitation referred to in the preambles hereto, all of which determinations shall be made by the City Auditor in the Certificate of Award in such manner as to be in the best interest of and financially advantageous to the City.

“*Purchase Agreement*” means the Bond Purchase Agreement between the City and the Original Purchaser, as it may be modified from the form on file with the Clerk of Council and executed by the Mayor and the City Auditor, all in accordance with Section 6.

“*Registrar Agreement*” means the Bond Registrar Agreement between the City and the Bond Registrar, as it may be modified from the form on file with the Clerk of Council and executed by the Mayor and the City Auditor, all in accordance with Section 4.

“*Regulations*” means Treasury Regulations issued pursuant to the Code or to the statutory predecessor of the Code.

“Rule” means Rule 15c2-12 prescribed by the SEC pursuant to the Securities Exchange Act of 1934.

“SEC” means the Securities and Exchange Commission.

“Serial Bonds” means those Bonds designated as such and maturing on the dates set forth in the Certificate of Award, bearing interest payable on each Interest Payment Date and not subject to mandatory sinking fund redemption.

“Term Bonds” means those Bonds designated as such and maturing on the date or dates set forth in the Certificate of Award, bearing interest payable on each Interest Payment Date and subject to mandatory sinking fund redemption.

The captions and headings in this Ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Ordinance unless otherwise indicated.

Section 2. Authorized Principal Amount and Purpose; Application of Proceeds. This City Council determines that it is necessary and in the best interest of the City to issue bonds of this City in the maximum principal amount of \$28,000,000 (the “Bonds”) for the purpose of paying the costs of improving the City’s health and recreation facilities by constructing a municipal recreation and aquatic complex, and the acquisition and improvement of related interests in real property, together with all necessary and related appurtenances thereto (the “Improvement”). The Bonds shall be issued pursuant to the Ohio Revised Code, the Charter of the City, this Ordinance and the Certificate of Award.

The principal amount of Bonds to be issued shall not exceed the maximum principal amount specified in this Section 2 and shall be an amount determined by the City Auditor in the Certificate of Award to be the principal amount of Bonds that is required to be issued at this time for the purpose stated in this Section 2, taking into account the costs of the Improvement, the estimates of the Financing Costs and the interest rates on the Bonds.

The proceeds from the sale of the Bonds received by the City (or withheld by the Original Purchaser on behalf of the City) shall be paid into the proper fund or funds, and those proceeds are hereby appropriated and shall be used for the purpose for which the Bonds are being issued, including without limitation but only to the extent not paid by others, the payment of the costs of issuing and servicing the Bonds, printing and delivery of the Bonds, legal services including obtaining the approving legal opinion of bond counsel, fees and expenses of any municipal advisor, paying agent and rating agency, any fees or premiums relating to municipal bond insurance or other security arrangements determined necessary by the City Auditor, and all other Financing Costs and costs incurred incidental to those purposes. The Certificate of Award and the Purchase Agreement (if any) may authorize the Original Purchaser to withhold certain proceeds from the purchase price of the Bonds to provide for the payment of Financing Costs related to the Bonds on behalf of the City. Any portion of those proceeds received by the City representing premium (after payment of any Financing Costs identified in the Certificate of

Award, and in the Purchase Agreement (if any) and/or the Registrar Agreement) or accrued interest shall be paid into the Bond Retirement Fund.

Section 3. Denominations; Dating; Principal and Interest Payment and Redemption Provisions. The Bonds shall be issued in one lot and only as fully registered bonds, in Authorized Denominations, but in no case as to a particular maturity date exceeding the principal amount maturing on that date. The Bonds shall be dated as provided in the Certificate of Award, *provided* that their dated date shall not be more than sixty (60) days prior to the Closing Date.

(a) Interest Rates and Payment Dates. The Bonds shall bear interest at the rate or rates per year (computed on the basis of a 360-day year consisting of twelve 30-day months) as shall be determined by the City Auditor, subject to subsection (c) of this Section 3, in the Certificate of Award. Interest on the Bonds shall be payable at such rate or rates on the Interest Payment Dates until the principal amount has been paid or provided for. The Bonds shall bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from their date.

(b) Principal Payment Schedule. The Bonds shall mature or be payable pursuant to Mandatory Sinking Fund Redemption Requirements on the Principal Payment Dates in principal amounts as shall be determined by the City Auditor, subject to subsection (c) of this Section 3, in the Certificate of Award, which determination shall be in the best interest of and financially advantageous to the City.

Consistent with the foregoing and in accordance with the determination of the best interest of and financial advantages to the City, the City Auditor shall specify in the Certificate of Award (i) the aggregate principal amount of Bonds to be issued as Serial Bonds, the Principal Payment Date or Dates on which those Bonds shall be stated to mature and the principal amount thereof that shall be stated to mature on each such Principal Payment Date and (ii) the aggregate principal amount of Bonds to be issued as Term Bonds, the Principal Payment Date or Dates on which those Bonds shall be stated to mature, the principal amount thereof that shall be stated to mature on each such Principal Payment Date, the Principal Payment Date or Dates on which Term Bonds shall be subject to mandatory sinking fund redemption (each a “*Mandatory Redemption Date*”) and the principal amount thereof that shall be payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Mandatory Redemption Date.

(c) Conditions for Establishment of Interest Rates and Principal Payment Dates and Amounts. The rate or rates of interest per year to be borne by the Bonds, and the principal amount of Bonds maturing or payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Principal Payment Date, shall be such that the total principal and interest payments on the Bonds in any fiscal year in which principal is payable is not more than three times the amount of those payments in any other fiscal year. The net interest cost for the Bonds determined by taking into account the respective principal amounts of the Bonds and terms to maturity or Mandatory Sinking Fund Redemption Requirements of those principal amounts of Bonds shall not exceed 6.00%.

(d) Payment of Debt Charges. The debt charges on the Bonds shall be payable in lawful money of the United States of America without deduction for the services of the Bond

Registrar as paying agent. Principal of and any premium on the Bonds shall be payable when due upon presentation and surrender of the Bonds at the designated corporate trust office of the Bond Registrar. Interest on a Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond was registered, and to that person's address appearing, on the Bond Register at the close of business on the 15th day of the calendar month next preceding that Interest Payment Date. Notwithstanding the foregoing, if and so long as the Bonds are issued in a book entry system, principal of and interest and any premium on the Bonds shall be payable in the manner provided in any agreement entered into by the City Auditor, in the name and on behalf of the City, in connection with the book entry system.

(e) Redemption Provisions. The Bonds shall be subject to redemption prior to stated maturity as follows:

(i) Mandatory Sinking Fund Redemption of Term Bonds. If any of the Bonds are issued as Term Bonds, the Term Bonds shall be subject to mandatory redemption in part by lot and be redeemed pursuant to mandatory sinking fund redemption requirements, at a redemption price of 100% of the principal amount redeemed, plus accrued interest to the redemption date, on the applicable Mandatory Redemption Dates and in the principal amounts payable on those Dates, for which provision is made in the Certificate of Award (such Dates and amounts being referred to as the "*Mandatory Sinking Fund Redemption Requirements*").

The aggregate of the moneys to be deposited with the Bond Registrar for payment of principal of and interest on any Term Bonds on each Mandatory Redemption Date shall include an amount sufficient to redeem on that Date the principal amount of Term Bonds payable on that Date pursuant to the Mandatory Sinking Fund Redemption Requirements (less the amount of any credit as hereinafter provided).

The City shall have the option to deliver to the Bond Registrar for cancellation Term Bonds in any aggregate principal amount and to receive a credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) of the City, as specified by the City Auditor, for Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so delivered. That option shall be exercised by the City on or before the 45th day preceding any Mandatory Redemption Date with respect to which the City wishes to obtain a credit, by furnishing the Bond Registrar a certificate, signed by the City Auditor, setting forth the extent of the credit to be applied with respect to the then current or any subsequent Mandatory Sinking Fund Redemption Requirement for Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so delivered. If the certificate is not timely furnished to the Bond Registrar, the current Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) shall not be reduced. A credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation), as specified by the City Auditor, also shall be received by the City for any Term Bonds which prior thereto have been redeemed (other than through the operation of the applicable Mandatory Sinking Fund Redemption Requirements) or

purchased for cancellation and canceled by the Bond Registrar, to the extent not applied theretofore as a credit against any Mandatory Sinking Fund Redemption Requirement, for Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so delivered, redeemed or purchased and canceled.

Each Term Bond so delivered, or previously redeemed, or purchased and canceled, shall be credited by the Bond Registrar at 100% of the principal amount thereof against the then current or subsequent Mandatory Sinking Fund Redemption Requirements (and corresponding mandatory redemption obligations), as specified by the City Auditor, for Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so delivered, redeemed or purchased and canceled.

(ii) Optional Redemption. The Bonds of the maturities and interest rates specified in the Certificate of Award (if any are so specified) shall be subject to optional redemption by and at the sole option of the City, in whole or in part in integral multiples of \$5,000, on the dates and at the redemption prices (expressed as a percentage of the principal amount to be redeemed), plus accrued interest to the redemption date, to be determined by the City Auditor in the Certificate of Award; *provided* that the redemption price for any optional redemption date shall not be greater than 103%.

If optional redemption of Term Bonds at a redemption price exceeding 100% of the principal amount to be redeemed is to take place as of any Mandatory Redemption Date applicable to those Term Bonds, the Term Bonds, or portions thereof, to be redeemed optionally shall be selected by lot prior to the selection by lot of the Term Bonds of the same maturity (and interest rate within a maturity if applicable) to be redeemed on the same date by operation of the Mandatory Sinking Fund Redemption Requirements. Bonds to be redeemed pursuant to this paragraph shall be redeemed only upon written notice from the City Auditor to the Bond Registrar, given upon the direction of the City by passage of an ordinance or adoption of a resolution. That notice shall specify the redemption date and the principal amount of each maturity (and interest rate within a maturity if applicable) of Bonds to be redeemed, and shall be given at least 45 days prior to the redemption date or such shorter period as shall be acceptable to the Bond Registrar.

(iii) Partial Redemption. If fewer than all of the outstanding Bonds are called for optional redemption at one time and Bonds of more than one maturity (or interest rate within a maturity if applicable) are then outstanding, the Bonds that are called shall be Bonds of the maturity or maturities and interest rate or rates selected by the City. If fewer than all of the Bonds of a single maturity (or interest rate within a maturity if applicable) are to be redeemed, the selection of Bonds of that maturity (or interest rate within a maturity if applicable) to be redeemed, or portions thereof in amounts of \$5,000 or any integral multiple thereof, shall be made by the Bond Registrar by lot in a manner determined by the Bond Registrar. In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than \$5,000 are then outstanding, each \$5,000 unit of principal thereof shall be treated as if it were a separate Bond of the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of principal

amount represented by a Bond are to be called for redemption, then, upon notice of redemption of a \$5,000 unit or units, the registered owner of that Bond shall surrender the Bond to the Bond Registrar (A) for payment of the redemption price of the \$5,000 unit or units of principal amount called for redemption (including, without limitation, the interest accrued to the date fixed for redemption and any premium), and (B) for issuance, without charge to the registered owner, of a new Bond or Bonds of any Authorized Denomination or Denominations in an aggregate principal amount equal to the unmatured and unredeemed portion of, and bearing interest at the same rate and maturing on the same date as, the Bond surrendered.

(iv) Notice of Redemption. The notice of the call for redemption of Bonds shall identify (A) by designation, letters, numbers or other distinguishing marks, the Bonds or portions thereof to be redeemed, (B) the redemption price to be paid, (C) the date fixed for redemption, and (D) the place or places where the amounts due upon redemption are payable. The notice shall be given by the Bond Registrar on behalf of the City by mailing a copy of the redemption notice by first-class mail, postage prepaid, at least 30 days prior to the date fixed for redemption, to the registered owner of each Bond subject to redemption in whole or in part at the registered owner's address shown on the Bond Register maintained by the Bond Registrar at the close of business on the 15th day preceding that mailing. Failure to receive notice by mail or any defect in that notice regarding any Bond, however, shall not affect the validity of the proceedings for the redemption of any Bond.

(v) Payment of Redeemed Bonds. In the event that notice of redemption shall have been given by the Bond Registrar to the registered owners as provided above, there shall be deposited with the Bond Registrar on or prior to the redemption date, moneys that, in addition to any other moneys available therefor and held by the Bond Registrar, will be sufficient to redeem at the redemption price thereof, plus accrued interest to the redemption date, all of the redeemable Bonds for which notice of redemption has been given. Notice having been mailed in the manner provided in the preceding paragraph hereof, the Bonds and portions thereof called for redemption shall become due and payable on the redemption date, and, subject to the provisions of Sections 3(d) and 5, upon presentation and surrender thereof at the place or places specified in that notice, shall be paid at the redemption price, plus accrued interest to the redemption date. If moneys for the redemption of all of the Bonds and portions thereof to be redeemed, together with accrued interest thereon to the redemption date, are held by the Bond Registrar on the redemption date, so as to be available therefor on that date and, if notice of redemption has been deposited in the mail as aforesaid, then from and after the redemption date those Bonds and portions thereof called for redemption shall cease to bear interest and no longer shall be considered to be outstanding. If those moneys shall not be so available on the redemption date, or that notice shall not have been deposited in the mail as aforesaid, those Bonds and portions thereof shall continue to bear interest, until they are paid, at the same rate as they would have borne had they not been called for redemption. All moneys held by the Bond Registrar for the redemption of particular Bonds shall be held in trust for the account of the registered owners thereof and shall be paid to them, respectively, upon presentation and surrender of those Bonds; *provided that* any interest earned on the moneys so held by the Bond Registrar shall be for the account

of and paid to the City to the extent not required for the payment of the Bonds called for redemption.

Section 4. Execution and Authentication of Bonds; Appointment of Bond Registrar. The Bonds shall be signed by the Mayor and the City Auditor, in the name of the City and in their official capacities; *provided* that either or both of those signatures may be a facsimile. The Bonds shall be issued in the Authorized Denominations and numbers as requested by the Original Purchaser and approved by the City Auditor, shall be numbered as determined by the City Auditor in order to distinguish each Bond from any other Bond, and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to the Ohio Revised Code, the Charter of the City, this Ordinance and the Certificate of Award.

The City Auditor is hereby authorized to designate in the Certificate of Award a bank or trust company authorized to do business in the State of Ohio to act as the initial Bond Registrar. The Mayor and the City Auditor shall sign and deliver, in the name and on behalf of the City, the Registrar Agreement between the City and the Bond Registrar, in substantially the form as is now on file with the Clerk of Council. The Registrar Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the Mayor and the City Auditor on behalf of the City, all of which shall be conclusively evidenced by the signing of the Registrar Agreement or amendments thereto. The City Auditor shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Registrar Agreement, except to the extent paid or reimbursed by the Original Purchaser and/or the Bond Registrar pursuant to the Certificate of Award, the Purchase Agreement (if any) and/or the Registrar Agreement, from the proceeds of the Bonds to the extent available and then from other money lawfully available and appropriated or to be appropriated for that purpose.

No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under the Bond Proceedings unless and until the certificate of authentication printed on the Bond is signed by the Bond Registrar as authenticating agent. Authentication by the Bond Registrar shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under, and is entitled to the security and benefit of, the Bond Proceedings. The certificate of authentication may be signed by any authorized officer or employee of the Bond Registrar or by any other person acting as an agent of the Bond Registrar and approved by the City Auditor on behalf of the City. The same person need not sign the certificate of authentication on all of the Bonds.

Section 5. Registration; Transfer and Exchange; Book Entry System.

(a) Bond Register. So long as any of the Bonds remain outstanding, the City will cause the Bond Registrar to maintain and keep the Bond Register at its designated corporate trust office. Subject to the provisions of Sections 3(d) and 9(c), the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute owner of that Bond for all purposes of the Bond Proceedings. Payment of or on account of the debt charges on any Bond shall be made only to or upon the order of that person; neither the City nor the Bond Registrar shall be affected by any notice to the contrary, but the registration may be changed as provided in

this Section 5. All such payments shall be valid and effectual to satisfy and discharge the City's liability upon the Bond, including interest, to the extent of the amount or amounts so paid.

(b) Transfer and Exchange. Any Bond may be exchanged for Bonds of any Authorized Denomination upon presentation and surrender at the designated corporate trust office of the Bond Registrar, together with a request for exchange signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. A Bond may be transferred only on the Bond Register upon presentation and surrender of the Bond at the designated corporate trust office of the Bond Registrar together with an assignment signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. Upon exchange or transfer the Bond Registrar shall complete, authenticate and deliver a new Bond or Bonds of any Authorized Denomination or Denominations requested by the owner equal in the aggregate to the unmatured principal amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

If manual signatures on behalf of the City are required, the Bond Registrar shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the City. In all cases of Bonds exchanged or transferred, the City shall sign and the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of the Bond Proceedings. The exchange or transfer shall be without charge to the owner, except that the City and Bond Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The City or the Bond Registrar may require that those charges, if any, be paid before the procedure is begun for the exchange or transfer. All Bonds issued and authenticated upon any exchange or transfer shall be valid obligations of the City, evidencing the same debt, and entitled to the same security and benefit under the Bond Proceedings as the Bonds surrendered upon that exchange or transfer. Neither the City nor the Bond Registrar shall be required to make any exchange or transfer of (i) Bonds then subject to call for redemption between the 15th day preceding the mailing of notice of Bonds to be redeemed and the date of that mailing, or (ii) any Bond selected for redemption, in whole or in part.

(c) Book Entry System. Notwithstanding any other provisions of this Ordinance, if the City Auditor determines in the Certificate of Award that it is in the best interest of and financially advantageous to the City, the Bonds may be issued in book entry form in accordance with the following provisions of this Section 5.

The Bonds may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized: (i) the Bonds may be issued in the form of a single, fully registered Bond representing each maturity, and, if applicable, each interest rate within a maturity, and registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository or its designated agent for that purpose, which may be the Bond Registrar; (ii) the beneficial owners of Bonds in book entry form shall have no right to receive Bonds in the form of physical securities or certificates; (iii) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (iv) the Bonds as such

shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Bonds for use in a book entry system, the City Auditor may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the City Auditor does not or is unable to do so, the City Auditor, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Bonds from the Depository, and shall cause Bond certificates in registered form and Authorized Denominations to be authenticated by the Bond Registrar and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The City Auditor is hereby authorized and directed, to the extent necessary or required, to enter into any agreements, in the name and on behalf of the City, that the City Auditor determines to be necessary in connection with a book entry system for the Bonds.

Section 6. Sale of the Bonds to the Original Purchaser. The City Auditor is authorized to sell the Bonds at private sale to the Original Purchaser at a purchase price, not less than 97% of the aggregate principal amount thereof, as shall be determined by the City Auditor in the Certificate of Award, plus accrued interest (if any) on the Bonds from their date to the Closing Date, and shall be awarded by the City Auditor with and upon such other terms as are required or authorized by this Ordinance to be specified in the Certificate of Award, in accordance with law and the provisions of this Ordinance and the Purchase Agreement (if any). The City Auditor is authorized, if it is determined to be in the best interest of the City, to combine the issue of Bonds with one or more other bond issues of the City into a consolidated bond issue pursuant to Section 133.30(B) of the Ohio Revised Code in which case a single Certificate of Award may be utilized for the consolidated bond issue if appropriate and consistent with the terms of this Ordinance.

The City Auditor shall sign and deliver the Certificate of Award and shall cause the Bonds to be prepared and signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the Original Purchaser upon payment of the purchase price.

To the extent that the City Auditor determines it would be financially advantageous to the City, the Mayor and the City Auditor shall sign and deliver, in the name and on behalf of the City, the Purchase Agreement between the City and the Original Purchaser, in substantially the form as is now on file with the Clerk of Council, providing for the sale to, and the purchase by, the Original Purchaser of the Bonds. The Purchase Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the Mayor and the City Auditor on behalf of the City, all of which shall be conclusively evidenced by the signing of the Purchase Agreement or amendments thereto.

The Mayor, the City Auditor, the City Attorney, the Clerk of Council and other City officials, as appropriate, are each authorized and directed to sign any transcript certificates,

financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance. The actions of the Mayor, the City Auditor, the City Attorney, the Clerk of Council or other City official, as appropriate, in doing any and all acts necessary in connection with the issuance and sale of the Bonds are hereby ratified and confirmed.

Section 7. Provision for Tax Levy. There shall be levied on all the taxable property in the City, in addition to all other taxes, a direct tax annually during the period the Bonds are outstanding in an amount sufficient to pay the debt charges on the Bonds when due, which tax shall not be less than the interest and sinking fund tax required by Section 11 of Article XII of the Ohio Constitution. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Bonds when and as the same fall due.

In each year to the extent receipts from the municipal income tax are available for the payment of the debt charges on the Bonds and are appropriated for that purpose, the amount of the tax shall be reduced by the amount of such receipts so available and appropriated in compliance with the following covenant. To the extent necessary, the debt charges on the Bonds shall be paid from municipal income taxes lawfully available therefor under the Constitution and the laws of the State of Ohio and the Charter of the City; and the City hereby covenants, subject and pursuant to such authority, including particularly Section 133.05(B)(7) of the Ohio Revised Code, to appropriate annually from such municipal income taxes such amount as is necessary to meet such annual debt charges.

Nothing in the preceding paragraph in any way diminishes the irrevocable pledge of the full faith and credit and general property taxing power of the City to the prompt payment of the debt charges on the Bonds.

Section 8. Federal Tax Considerations. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Bonds in such manner and to such extent as may be necessary so that (a) the Bonds will not (i) constitute private activity bonds or arbitrage bonds under Sections 141 or 148 of the Code or (ii) be treated other than as bonds the interest on which is excluded from gross income under Section 103 of the Code, and (b) the interest on the Bonds will not be an item of tax preference under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Bonds to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Bonds to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such

proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The City Auditor or any other officer of the City having responsibility for issuance of the Bonds is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the City with respect to the Bonds as the City is permitted to or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Bonds or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties with respect to the Bonds, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments with respect to the Bonds, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Bonds, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Bonds. The City Auditor or any other officer of the City having responsibility for issuance of the Bonds is specifically authorized to designate the Bonds as “qualified tax-exempt obligations” if such designation is applicable and desirable, and to make any related necessary representations and covenants.

Section 9. Official Statement, Rating, Bond Insurance, Continuing Disclosure and Financing Costs.

(a) Primary Offering Disclosure -- Official Statement. The Mayor and the City Auditor are each authorized and directed, on behalf of the City and in their official capacities, to (i) prepare or cause to be prepared, and make or authorize modifications, completions or changes of or supplements to, a disclosure document in the form of an official statement relating to the original issuance of the Bonds in substantially the form as is now on file with the Clerk of Council, (ii) determine, and to certify or otherwise represent, when the official statement is to be “deemed final” (except for permitted omissions) by the City as of its date or is a final official statement for purposes of paragraph (b) of the Rule, (iii) use and distribute, or authorize the use and distribution of those official statements and any supplements thereto in connection with the original issuance of the Bonds, and (iv) complete and sign those official statements and any supplements thereto as so approved, together with such certificates, statements or other documents in connection with the finality, accuracy and completeness of those official statements and any supplements, as they may deem necessary or appropriate.

(b) Application for Rating or Bond Insurance. If, in the judgment of the City Auditor, the filing of an application for (i) a rating on the Bonds by one or more nationally-recognized rating agencies, or (ii) a policy of insurance from a company or companies to better assure the payment of principal of and interest on the Bonds, is in the best interest of

and financially advantageous to this City, the City Auditor is authorized to prepare and submit those applications, to provide to each such agency or company such information as may be required for the purpose, and to provide further for the payment of the cost of obtaining each such rating or policy, except to the extent otherwise paid or reimbursed pursuant to the Purchase Agreement (if any) and/or the Registrar Agreement, from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available and that are appropriated or shall be appropriated for that purpose. The City Auditor is hereby authorized, to the extent necessary or required, to enter into any agreements, in the name of and on behalf of the City, that the City Auditor determines to be necessary in connection with the obtaining of that bond insurance.

(c) Agreement to Provide Continuing Disclosure. For the benefit of the holders and beneficial owners from time to time of the Bonds, the City agrees to provide or cause to be provided such financial information and operating data, audited financial statements and notices of the occurrence of certain events, in such manner as may be required for purposes of the Rule. The Mayor and the City Auditor are each authorized and directed to complete, sign and deliver the Continuing Disclosure Agreement, in the name and on behalf of the City, in substantially the form as is now on file with the Clerk of Council. The Continuing Disclosure Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the Mayor and the City Auditor on behalf of the City, all of which shall be conclusively evidenced by the signing of the Continuing Disclosure Agreement or amendments thereto.

The City Auditor is further authorized and directed to establish procedures in order to ensure compliance by the City with its Continuing Disclosure Agreement, including timely provision of information and notices as described above. Prior to making any filing required under the Rule, the City Auditor shall consult with and obtain legal advice from, as appropriate, the City Attorney and bond or other qualified independent special counsel selected by the City. The City Auditor, acting in the name and on behalf of the City, shall be entitled to rely upon any such legal advice in determining whether a filing should be made. The performance by the City of its Continuing Disclosure Agreement shall be subject to the annual appropriation of any funds that may be necessary to perform it.

(d) Financing Costs. The expenditure of the amounts necessary to pay any Financing Costs in connection with the Bonds, to the extent not paid by the Original Purchaser and/or the Bond Registrar in accordance with the Certificate of Award, the Purchase Agreement (if any) and/or the Registrar Agreement, is authorized and approved, and the City Auditor is authorized to provide for the payment of any such amounts and costs from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

Section 10. Bond Counsel. The legal services of the law firm of Squire Patton Boggs (US) LLP are hereby retained. Those legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the authorization, sale and issuance of the Bonds and rendering at delivery related legal opinions, all as set forth in the form of engagement letter from that firm which is now on file in the office of the Clerk of Council. In providing those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this City in the

formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county or municipal corporation or of this City, or the execution of public trusts. For those legal services that firm shall be paid just and reasonable compensation and shall be reimbursed for actual out-of-pocket expenses incurred in providing those legal services. The City Auditor is authorized and directed, to the extent they are not paid or reimbursed pursuant to the Purchase Agreement and/or the Registrar Agreement, to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Bonds, if available, and otherwise from available moneys in the General Fund.

Section 11. Municipal Advisor. The services of H.J. Umbaugh & Associates, Certified Public Accountants, LLP, as municipal advisor, are hereby retained. The municipal advisory services shall be in the nature of financial advice and recommendations in connection with the issuance and sale of the Bonds. In rendering those municipal advisory services, as an independent contractor, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the City or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those municipal advisory services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those municipal advisory services. The City Auditor is authorized and directed, to the extent they are not paid or reimbursed pursuant to the Purchase Agreement and/or the Registrar Agreement, to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Bonds, if available, and otherwise from available moneys in the General Fund.

Section 12. Certification and Delivery of Ordinance and Certificate of Award. The Clerk of Council is directed to promptly deliver or cause to be delivered a certified copy of this Ordinance and an executed copy of the Certificate of Award to the County Auditors of Fairfield, Franklin and Licking Counties, Ohio.

Section 13. Satisfaction of Conditions for Bond Issuance. This City Council determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 7) of the City are pledged for the timely payment of the debt charges on the Bonds; that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds; and that the Bonds are being authorized and issued pursuant to the Ohio Revised Code, the Charter of the City, this Ordinance, the Certificate of Award and other authorizing provisions of law.

Section 14. Compliance with Open Meeting Requirements. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council or any of its committees, and that all deliberations of this Council and of any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Section 121.22 of the Ohio Revised Code.

Section 15. Effective Date. This Ordinance shall be in full force and effect immediately upon its passage.

Passed: _____, 2018

Attest:

Clerk of Council
April Beggerow

President of Council
Doug Joseph

Approved:

Mayor
Brad McCloud

Date: _____, 2018

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. ____-18 as passed by Council of said City on the ____ day of _____, 2018 and as recorded in the Record of Proceedings of said Council.

April Beggerow, Clerk of Council

Filed with Mayor: _____, 2018

Published: _____, 2018

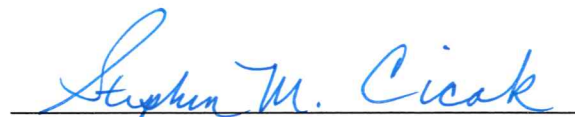
FISCAL OFFICER'S CERTIFICATE

To the City Council of the City of Reynoldsburg, Ohio:

As fiscal officer of the City of Reynoldsburg, Ohio, I certify in connection with your proposed issue of bonds in the maximum principal amount of \$28,000,000 (the "*Bonds*"), to be issued for the purpose of paying the costs of improving the City's recreational facilities by constructing a municipal recreation and aquatic complex, and the acquisition and improvement of related interests in real property, together with all necessary and related appurtenances thereto (the "*Improvement*"), that:

1. The estimated life or period of usefulness of the Improvement is at least five (5) years.
2. The maximum maturity of the Bonds, calculated in accordance with Section 133.20 of the Revised Code, is thirty (30) years.

Dated: April 2, 2018



City Auditor
City of Reynoldsburg, Ohio

Attachment: fiscal officer cert (Community Center Bond Ordinance)

City of Reynoldsburg, Ohio Financing Discussion

April 9, 2018

Brian S. Cooper
Umbaugh

cooper@umbaugh.com

Role of the Municipal Advisor

- A fiduciary duty to municipal clients
 - Municipal Securities Rulemaking Board (MSRB) Rule G-42
 - Duty of care and duty of loyalty
 - Must put municipal entity's interests ahead of its own
- Municipal Advisor assists with:
 - Developing the plan of finance
 - Providing recommendations on structure, timing and proposed terms
 - Developing requests for proposals
 - Selecting underwriter(s) or bank participant(s)
 - Analyzing financing alternatives
 - Advising on the method of sale

Historical Perspective

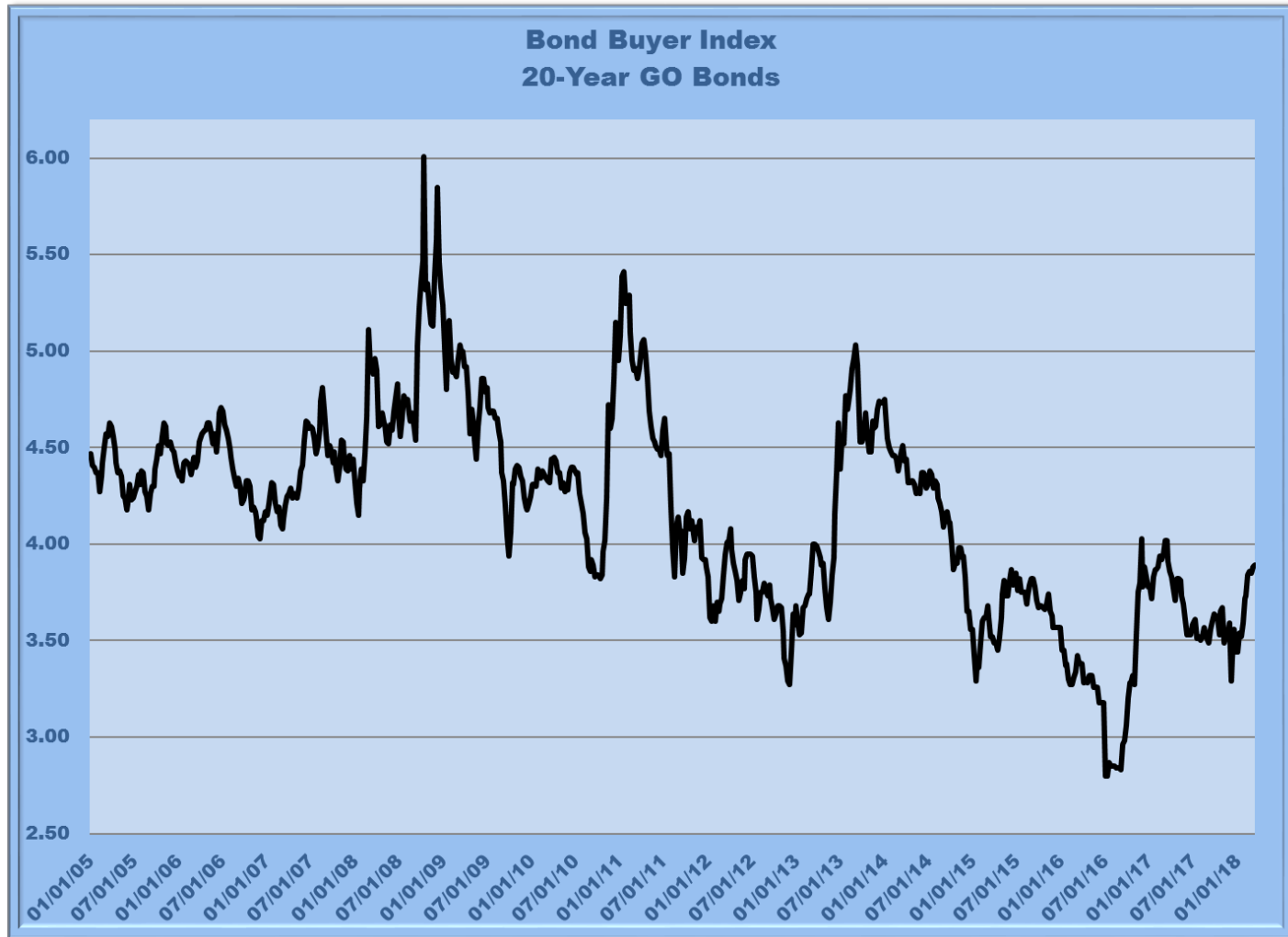
Title	Dated Date	Security Type	Tax Type	Issue Amount	Outstanding
Various Purpose Bonds, Series 2017	4/19/2017	General Obligation	Limited	\$2,600,000	\$2,350,000
Various Purpose Ref. Bonds, Series 2016	4/26/2016	General Obligation	Limited	7,185,000	6,220,000
Various Purpose Ref. Bonds, Series 2012	12/28/2012	General Obligation	Limited	7,705,000	6,210,000
Water System Impr. Bonds, Series 2012	9/29/2012	General Obligation	Limited	960,000	424,800
Sewer System Impr. Bonds, Series 2012	8/9/2012	General Obligation	Limited	350,000	185,700
Various Purpose Ref. Bonds, Series 2006	5/16/2006	General Obligation	Limited	9,720,000	-
Capital Facilities Bonds, Series 2005	6/15/2005	General Obligation	Limited	8,055,000	-
Capital Facilities Bonds, Series 2003	4/15/2003	General Obligation	Limited	4,300,000	-
Capital Facilities Bonds (2000)	7/1/2000	General Obligation	Limited	6,165,000	-
Capital Facilities Bonds (1999)	2/15/1999	General Obligation	Limited	<u>8,310,000</u>	<u>-</u>
Total				\$55,350,000	\$15,390,500

Attachment: Council Update (4-9-2018) (Community Center Bond Ordinance)

Goals and Objectives

- Fund City Community Center
- Fund a portion of Health Care Partner Improvements
- Take advantage of the current interest rate environment
- Review and analyze City's financial position relative to its outstanding debt, operating budget and future capital commitments
- Maintain the City's current "Aa2" bond rating by Moody's
- Plan the timing, sale and distribution of the City's Capital Facilities Bonds

Market Conditions



Current Project Budget

- Base community center cost is \$28.0 million
- Medical office space is budgeted at \$5.45 million
- Roof Terrace estimated costs is \$400,000
- Costs of issuance are estimated to be approximately \$325,000
- Total Project Budget is currently estimated at \$34.3 million
- Bond financing expected to be \$28.0 million
- Ohio Heath contribution expected to be \$3 million up front and \$3 million over time
- City contribution estimated to be \$3.0 to 3.3 million
- Any cost savings will reduce City's contribution

Rating Strategy

- City is currently rated “Aa2” by Moody’s investor service
- Moody’s: Obligations rated Aa are judged to be of high quality and are subject to very low credit risk
- City maintains strong fund balances and has positive financial position
- Recent adoption of debt policy and cash reserve policy is a reflection of strong management practices
- Assessed value and wealth indicators are above average
- Moving from a light to moderate debt burden
- New income tax rate approved by residents will offset credit risk and mitigate any downward pressure on the City’s rating

Plan of Finance

- The Series 2018 Capital Facilities Bonds are expected to be issued August 1, 2018
- Total bond amount of \$28,000,000
- Will fund the community center and aquatics
- Thirty year maturity (2048) with principal payments beginning in 2019
- Primary security: General Obligation
- Primary source of repayment: City Income Tax Collections
- Tax-exempt issuance
- Estimated all-in-rate of 3.70%

Next Steps

- Council reviews and approves the issuance of capital facilities bonds
- Prepare official statement and rating presentation
- Meet with Moody's to discuss financial position of the City in mid-June
- Notice of Sale posted in late June
- Competitive sale of bonds
- Award bonds on or about July 17th
- Finalize bond documents in preparation of closing
- Close bonds on August 1, 2018

Questions and Discussion

Brian S. Cooper

Umbaugh

614-353-7457

cooper@umbaugh.com