



City Council
Monday May 9, 2016

Regular Meeting: 7:30 PM

Place: Council Chambers
7232 E. Main St, Reynoldsburg, OH 43068

President: DOUG JOSEPH

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

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

COMMITTEES:

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

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

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

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

April Beggerow
Clerk of Council

REYNOLDSBURG City Council
Regular Meeting
Council Chambers, 7323 East Main Street
May 9, 2016 *** 7:30 PM

1. Call to Order
2. Roll Call
3. Invocation - Councilman Brett Luzader
4. Pledge of Allegiance
5. Approval of Minutes
 - a. City Council – Regular Meeting – April 25, 2016
6. Approval of Agenda
7. Community Comments and Requests
8. Communications
9. Reports
10. Motions
 - a. MOTION TO ACCEPT THE REPORT OF THE AD HOC COMMITTEE AND AMEND THE COUNCIL RULES OF PROCEDURE.
11. LEGISLATION REQUIRING ONE READING
 - a. ORDINANCE AUTHORIZING MAYOR TO ENTER INTO CONTRACT BETWEEN THE CITY OF REYNOLDSBURG AND FRATERNAL ORDER OF POLICE, CAPITAL CITY LODGE NO. 9 AND DECLARING AN EMERGENCY. --- Cotner. Finance Committee.
 - b. ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: SECTIONS 160.02 “AUTHORIZED POSITIONS, PERSONNEL, CLASSIFICATION AND PAY GRADE” Subsection (A) “ADMINISTRATIVE”; Subsection (D) “HUMAN RESOURCES DEPARTMENT”; AND Subsection (E) “PARKS & RECREATION DEPARTMENT”, AND 160.03 “SALARY SCHEDULE” Subsection (D) “Seasonal Employee” OF CHAPTER 160 EMPLOYEE COMPENSATION, AND DECLARING AN EMERGENCY. --- Cotner. Finance Committee.
 - c. ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: SECTION 160.03 “SALARY SCHEDULE” Subsection (A) “Full Time Employees” AND Subsection (B) “Senior Police Management” of CHAPTER 160 EMPLOYEE COMPENSATION AND DECLARING AN EMERGENCY. --- Cotner. Finance Committee.
 - d. ORDINANCE AUTHORIZING THE MAYOR TO REIMBURSE ETNA TOWNSHIP FOR CONSTRUCTION SERVICES ON THE TAYLOR ROAD/PALMER ROAD PROJECT; APPROPRIATING FUNDS THEREFORE; AND DECLARING AN EMERGENCY. --- Cotner. Finance Committee.

REYNOLDSBURG City Council
Regular Meeting
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12. LEGISLATION FOR FIRST READING

- a. A RESOLUTION TO WAIVE THE PROVISION OF SECTION 971.16 OF THE CITY'S CODIFIED ORDINANCES FOR THE 2016 TOMATO FESTIVAL. --- Skinner. Community Development Committee.

13. LEGISLATION FOR SECOND READING

- a. ORDINANCE AUTHORIZING MAYOR TO ENTER INTO CONTRACT FOR 2016 FIREWORKS DISPLAY. (First Reading 4/25/2016.) --- Long. Safety Committee.
- b. ORDINANCE APPROVING SPECIAL EXCEPTION USE PERMIT - (6549 E. Livingston Avenue; Proposed Use – Childcare Center); Applicant, Mark Jones, Sr.. --- Clemens. Service Committee.
- c. ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT WITH EMH&T FOR THE ENGINEERING, PLANS, ADVERTISING, AND TO PREPARE BID DOCUMENTS FOR THE PAINTING OF THE LIVINGSTON HOUSE. (First Reading 4/25/2016). --- Cotner. Finance Committee.

14. LEGISLATION FOR THIRD READING

- a. ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF REYNOLDSBURG ADOPTED BY ORDINANCE NO. 131-95 ON NOVEMBER 27, 1995 AND AS SUBSEQUENTLY AMENDED - 1636 Graham Road, Reynoldsburg, Ohio, from R-2/R-3 Single Family Residence District to S-1 Special District, Applicant, Reynoldsburg United Methodist Church. (Second Reading 4/25/2016). --- Clemens. Service Committee.
- b. ORDINANCE AUTHORIZING CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST. (Second Reading 4/25/2016). --- Cotner. Finance Committee.

ADJOURNMENT

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
April 25, 2016

President Doug Joseph called the meeting to order at 7:30 PM

PRESENT: Joseph, Clemens, Cotner, Long, Skinner, Cicak, Luzader, Spalding

ABSENT:

Invocation - Councilman Stephen M. Cicak

Approval of Minutes

a. City Council – Regular Meeting – April 11, 2016

Minutes stand approved.

Approval of Agenda

Addition to the agenda to add Motion 10 b. Motion to reconsider "ORDINANCE APPROVING SPECIAL EXCEPTION USE PERMIT- (6549 E. Livingston Avenue; Proposed Use-- Childcare Center); Applicant, Mark Jones, Sr.

Community Comments and Requests

Council President Joseph: I have two slips this evening. We will start with Mr. Norm Brusk. Please come up to the microphone and give your name and address for the record, and please keep your comments to three minutes.

Mr. Brusk: Norm Brusk, 1861 Crosswood Ct., Reynoldsburg, Ohio. Thank you Council President, Council, and Mayor for this opportunity. I would like to discuss the painting of the Livingston House, red or white, and why. I was asked to present the consensus of a group of people that I have been talking to about this. First of all, I am thrilled that the building is finally getting taken care of. It needs to be painted, obviously, and we are glad it is going to be done. Whether the house is painted white or red, it is not an earth shaking decision, but there are several reasons to choose one over the other. The rationale for white I believe is one where the Livingston House Society was asked to vote on it, and they did, and they came up with white. Secondly, historically, this house was white with green shutters. Third, the white is esthetically more pleasing to a lot of people. So, that is the rationale on that. The rationale for the red is a., most people in Reynoldsburg probably do not know that the house was ever white, and most people remember it as red. Secondly, the red color is on all the publicity. It is on the brochures. It is on pictures. It is on our Historical Society when you look at things. Also, the iconic float you see on the 4th of July Parade. The simulation of that is red. You see that also at the tomato festival. Thirdly, red is much easier to maintain and does not look as bad as white when the house is dirty or stained from leaves or mowing. As many of you may know, I had a building over on Livingston that was white and every year it looked terrible at the beginning of the Spring season and I had to scrub it down. So, even though the Society was asked to vote their choice, that vote was fairly close. It was ten to eight, so there was not necessarily a huge consensus on their point. Also, it is the tax payers that are paying for it, not the Society. We bare the cost of it, so I think the residents have a right to put their two cents in. Basically that is it. I am keeping it short today which is unusual.

Minutes Acceptance: Minutes of Apr 25, 2016 7:30 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
April 25, 2016

Council President Joseph: Any questions?

Councilman Cotner: I am curious, who is this group you are representing?

Mr. Brusk: There may be some people in this room who I talked with.

Councilman Cotner: Are we talking ten people? Are we talking a hundred people?

Mr. Brusk: Ten to fifteen people.

Councilman Cotner: Ok

Mr. Brusk: It is not a huge group.

Councilman Cotner: That is alright. I was just curious.

Council President Joseph: Next we have Gary Knapp. Please give your name and address for the record and keep your comments to three minutes.

Mr. Knapp: It will be short. My name is Gary Knapp. I live at 1741 Graham Rd. I am speaking in opposition to legislation 12, A. I don't think that you should continue any ordinance passing, or anything, until a color is resolved. That is all I am going to say about the Livingston House tonight. I do not know if you guys are aware, I got a ballot in the mail the other day to vote on a color. So, there is another vote going on. Maybe somebody here can explain that to you better than I can. On the ballot I have, it had on there that the Livingston House was painted red in 1988. And, that is not actually correct because my mother-in-law, Shirley Vingles, talking to Dr. Seese today, and he remembers his dad putting red cedar shake shingles in the Livingston House, which was the house they lived in, in the 40's. I can't imagine there are many people around that remember seeing it white, excluding my mother-in-law, because she is eighty. Anyway, I live there, and I have talked to several of the neighbors around, and everybody in the neighborhood wants it red. It will be interesting to see how the vote comes out. The only other thing I would say, I was going to go to Krogers and buy a tomato and hold it here, and I was going to have you close your eyes, and if I told you after to think about Reynoldsburg, the home of the tomato, what color would you think of. That is all I have to say.

Council President Joseph: Are there any questions?

Communications

CLERK OF COURT REPORT

Clerk read the report into the minutes.

AUDITOR REPORTS, MARCH, 2016

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Clerk read the report into the minutes.

Reports

Council President Joseph: Dan, could you give us an update on West Licking?

Councilman Skinner: Absolutely. We proceeded with the lease on Taylor Rd. So there is movement on opening a station in the Licking County portion of the City. We are dealing with some matters involving a health insurance collective, but I can not speak more to that right now. Other than that, it is business as usual.

Council President Joseph: Any questions?

Unknown Speaker: Where is the location?

Councilman Skinner: I will get you the address. It is on Taylor Rd.

Council President Joseph: Is it north or south of Broad.

Councilman Skinner: I do not remember. We looked at copies of both.

Council President Joseph: Is it near Limited.

Councilman Skinner: Yes, it is not far from Limited.

Council President Joseph: Other questions? Thank you.

Motions

THAT THE REYNOLDSBURG DIVISION OF POLICE BE AND IS HEREBY AUTHORIZED AND DIRECTED TO ADVERTISE FOR BIDS FOR THE PHONE RECORDING SYSTEM. --- Long. Safety Committee.

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

MOTION TO RECONSIDER "ORDINANCE APPROVING SPECIAL EXCEPTION USE PERMIT- (6549 E. LIVINGSTON AVENUE; PROPOSED USE- CHILDCARE CENTER); APPLICANT, MARK JONES, SR."

Councilman Long: I will speak initially President Joseph. The applicant for the Special Use Permit originally came to Council at a Committee Meeting on April 4th, and there was very little information provided to Council to consider, based on what had been told to the City, the community, the children at the schools who had worked through different plans and things of

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that sort, for Blacklick Plaza. Council can, and normally does, only work with the information that is presented to us. The following week, based upon what little information we had, there was a motion that was made to deny the individual the application. The subsequent couple of weeks after that, I have had a number of conversations with David Bishoff, who is the developer and owner of the plaza, and I asked him the same question that I asked the gentleman that was before us that night, "What Changed?" And needless to say, very little, if anything at all. Mr. Bishoff, would you please approach the podium and give your name and address? He has provided some information in print form, top the members of council, and he is prepared to answer any immediate questions that anybody has here tonight, on what his vision is for the Blacklick Plaza, any concerns that you might have, prior to voting on the motion to reconsider. If the motion to reconsider passes, it will immediately revert back for committee referral. So, starting next Monday night, we will start to continue the process that was going on when it was sent on to Council for an up and down vote. With that, I will shut up.

Council President Joseph: Yes, Councilman Clemens.

Councilman Clemens: I have a question. We are here to reconsider a motion on the daycare center, and not the shopping center. Don't get me wrong, I would like to see the whole plans for the shopping center. But, I am interested in the daycare center, and not the shopping center.

Mr. Bishoff: I would be happy to address because I think it is important for this body to understand. My name is David Bishoff. I am the president of the David Bishoff Company. Councilman Long is right. First of all I feel an apology is required. Of all the things I think we did well in going through committee, and going through the city, the one thing I do not think we did very well is keeping this body up to date keeping this body aware of where we are, where we are going, and why we are going there. So, as it relates to any surprise you had at the last meeting, I apologize for that. Blacklick Plaza, as you all know, sits on the corner of Livingston and Baldwin, right across for the school. Blacklick Plaza needs a considerable amount of time and money spent on it. As a portfolio company that buys properties to hold for generations, as opposed to the average in this company, which is three to five years, we don't have any problem spending the time of the money, to bring Blacklick Plaza back into the community where it belongs. We have identified what Blacklick Plaza needs, are several use groups. We have targeted four in particular that I have outlined in the piece that I have given to you. Those include food and beverage, convenience, health and wellness, which include beauty, and daycare. It is important that I communicate to you that what makes a community shopping center work, one that is not anchored, and by not anchored I mean I do not have Target. I do not have WalMart, that generates all the traffic. Every single use group, needs to be brought in to bring head count. The head count not only feeds all the other retailers, but it does exactly what some of these Council Members have indicated, it also deters crime. More people, more lights, more activity, the better we all are. In speaking to many of you, you have said, what's different. Have you shifted from food and beverage to daycare? Have you shifted from health and wellness to daycare? The answer is no. The daycare is a piece of my puzzle. Fifteen percent of the overall heart of Blacklick Plaza. Setting aside the fact that it has been a part of Blacklick Plaza for fifteen years. It is not thought on my part to be a major part of Blacklick Plaza, but it is

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a very important part because it brings the moms and dads of Reynoldsburg into the shopping center twice a day. That is the traffic that a community center needs to have in order for all the other retailers to profit. We want the moms and dads to stop in at our vegan restaurant, drop off some laundry, go to the convenience store. That is what makes it all work. If I gave you the impression that restaurant row was going to be the single use, then I apologize for that. It's still an incredibly important part. We have the vegan restaurant. We have the Chinese restaurant. We have the Mexican restaurant. We just signed a new ice cream store. We purchased the out lot, and we are bringing it into the shopping center. It will absolutely be food and beverage. I would like to have one or two more. But, it is important to remember that in order to bring the heartbeat back to that shopping center, that shopping center needs to be weaved into the community, in a way that it never has been. I am willing to do that. I can do that. The daycare is part of my doing that. Now, I would like to point out one other thing, many of you were nice enough to take my calls over the last week, and I appreciate and am very thankful for that. The one thing I would like to point out is that Blacklick Plaza would never be built today, the way it is. It sits on about three times as much land as it needs. Which has pluses and minuses. It allows us to do the things that the City has asked us to do, eliminating traffic in the back, and enlarging the play area in the back, more green space in the back, moving the dumpsters away from where the children would be. All of these were recommendations by the City, and every single one was the right thing to do. Now, that is not a quality that exists in most strip shopping centers. It is not a precedent that this body needs to worry about because we are not putting our play area in the middle of a parking lot where there is a lot of traffic. It is back in the back. There is a yard bigger than most of our yards at home. And, it is because Mr. Reinschild, who long preceded me, built it on a piece of property that is way too big. So, here I have the benefit of being able to use that land for a good use. So, it is important that I at least satisfy myself that I communicate with that the shopping center is not being converted into a daycare center. That wouldn't work. No one use would work. It is a piece of the puzzle that we need. And frankly, it is a piece that I think Reynoldsburg needs. There is a need. I would like to point out just one other thing if I might please. When we started advertising for a daycare center, we interviewed fifteen to seventeen applicants. We chose this man right here, Mr. Jones. I have taken the opportunity to give you his business plan, and to give you his resume. He was hands down the best applicant. If you read his background, you will see he had lead a purposed life. You will see that he has served our country. I am betting on him to address every problem that you folks have told me about, that daycares could bring to an area. So, I am asking for reconsideration. I am asking that we allow it to be a part of this community. If you would like to place expectations on me, I would be happy to have them because our goal is much bigger than simply bringing in a daycare center. Are there any questions?

Councilman Luzader: Mr. Bishoff, one of the biggest concerns I had was, out back, where the play area is now, and I know the applicant said that he would probably make the play area bigger, and I do not know if it is where the dumpsters use to be, the area back there where it is right beside the playground, looks like a war zone. The mud is pushed up through. The blacktop has not been maintained. Is that on your list?

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Mr. Bishoff: Before we came to committee, they went out to look at it and saw exactly what you saw, and that area is to be turned into green space. Blacktop is being pulled up and bollards north and sought to keep traffic out. If I had my way, I would get rid of every dumpster, because every dumpster and refuse truck tears up my parking lot. If I had my way, I would get rid of as much blacktop as I could, and replace it with grass and gardens. The area that you are talking about will be no more. It is slated, and as part of the Committee action, they asked for our approval, we agreed immediately, on just that, for that reason.

Councilman Luzader: I know it was suppose to be blocked off with bollards. I want that area to be something that any mother and father in Reynoldsburg would be proud to have their children play. And, if we are going to compete with all the other daycares, we need to be better, cleaner, nicer than all of them, and that is what we are going to do.

Councilman Clemens: Just a couple of questions, and I want to clear things in my mind. Does this daycare include the other day care, or do we have two daycares?

Mr. Bishoff: That is correct.

Councilman Clemens: Which is correct?

Mr. Bishoff: There have been, and would be with your permission, two daycare centers at Blacklick. Combined they will total under 15%, closer to 12%.

Councilman Clemens: When this all takes place, you have one daycare open and as Councilman Luzader said, it is a mess back there. I have been back there since we talked and nothing seems to be getting done. And, the play area is a mess. They say it is a jewel, but it is not. I expect that will be taken care of and enlarged. But, I am curious as to whether this is one of two daycares because it does take up a bit area of your place. It worries me about the playground situation. As I look at the two, probably one hundred and some children, and I know it was there before, but I do not know how they ever operated, don't get me wrong, but I would naturally like to see the bigger playground and the green area that you are talking about. But, I want to be clear that we are talking about two daycares, one that is already open and one that was closed and will be reopened.

Mr. Bishoff: If I may elaborate one bit. The daycare center has been closed and I'm not happy with how the back of the shopping center looks as it relates to where the play area is right now. All of that is scheduled to be completed.

Councilman Clemens: I realize it is a job.

Mr. Bishoff: When you say it is a lot of area, when you look at the entire shopping center, 52,000 SF, the two daycare centers would be less than 15% of the entire shopping center.

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Councilman Clemens: That was why I was curious. I knew there was another daycare there and I didn't know if they were being combined.

Mr. Bishoff: For about fifteen years, there has been two.

Councilman Cotner: Mr. Bishoff, thank you for coming. I appreciate you being here tonight and talking to us. You made a comment and said you do not have any problem spending the money and time to bring Blacklick Plaza back, and one of the comments you made earlier was to hold you accountable and that hopefully we would be able to work together. So, why now? Why now to bring it back? How did it get to where we are and what can we count on now for that investment assurance that it is going to be brought back.

Mr. Bishoff: That is a fair question. For a long period of time, Blacklick Plaza operated perfectly well. It had some occupancy, vacancy, but, by in large it worked fine. Blacklick Plaza has settled in to an area that is below where we want it. And, try as we may, to release this space without doing the things that I am talking about, the market has been telling us they are not interested. You can only beat your head against that wall so many times. Why now, now it has got my attention. Now is time to move forward. Main Street is finished. Livingston Ave., everything is coming together for us to be spending the time and the money now. The easiest thing is to do nothing. The easiest thing would be to try to put some use in that would really ruffle the feathers of the folks here. But, the future of that shopping center being next to the school, and on Livingston Ave., there is a higher and better use for it. The short answer is, because it has gotten bad now, it has got my attention and we need to get going, and because we are getting people interested in moving forward. We never had the out lot. It is hard to describe, but when the out lot under separate ownership, it caused a certain amount of disconnect between the shopping center and visibility and what not. You may have noticed, we tore out the dumpster area and the dumpster pad. We put green spaces in there and tried to combine the two. There is some talk of recreational space behind for volleyball or some other form of recreation that would go with the out lot. These are all things that you can do when you control the whole court. Before we couldn't, now we can. Now is the time to do all the things we have talked about. I couldn't and wouldn't make the investment that I am if my time verizon was two or three years because I would never get it back. This is going to be a whole series of singles and doubles and I am going to need your help every step of the way to put those building blocks back in place and to make this infinitely better than it was. Weaved into the community. Weaved into the schools. They indicated they wanted to have an amphitheatre area there for school events and what not. That to me is what Blacklick Plaza needs to be. Where moms and dads, brothers and sisters, are all coming there for something. Whether laundry, or a vegan restaurant, they need to come to Blacklick Plaza for something. And to do it, I need to have different user groups. It is not all of them, it is just one.

Council President Joseph: Any questions or comments from Council? Ok, Council has the option again of either terminating the application, or it could be sent back to the Service Committee for additional review. If Council wants to do that, they would at least have a change to review the new information. I will entertain a motion regarding this application.

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Councilman Luzader: Based on new information from Mr. Bishoff this evening, I am willing to take another look at the application, so I will make a motion that we reconsider the application for the Special use Permit.

Council President Joseph: yes, Mr. Clemens.

Councilman Clemens: I have a question on reconsidering, what is the vote on that? Is it 3/4's to pass?

Council President Joseph: Simple majority.

Attorney Hood: A motion to reconsider needs a movement, a second, and a simple majority, not a higher amount of votes to adopt. Because, all you simply did was reconsider the past action. You can do that at the same meeting, or the next meeting, and the movement has to be a member of the prevailing party for the original vote because the movement was, and the motion was well taken. What happens now, it is returned to the Committee Agenda and can be read and discussed until which time council votes to either adopt or deny. Does that answer your question?

RESULT:	ADOPTED [4 TO 2]
MOVER:	Brett Luzader, Ward II
SECONDER:	Marshall Spalding, Ward III
AYES:	Cotner, Long, Luzader, Spalding
NAYS:	Clemens, Cicak
ABSTAIN:	Skinner

LEGISLATION REQUIRING ONE READING

39-16

ORDINANCE REPEALING AND REPLACING ORDINANCE NO. 15-16 PASSED MARCH 14, 2016 WHICH READ "ORDINANCE AUTHORIZING CONTRACT FOR GIS UPGRADE AND MIGRATION, APPROPRIATING FUNDS THEREFORE, AND DECLARING AN EMERGENCY." AND DECLARING AN EMERGENCY. --- Cotner. Finance Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Barth R. Cotner, At Large
SECONDER:	Dan Skinner, At Large
AYES:	Clemens, Cotner, Long, Skinner, Cicak, Luzader, Spalding

40-16

Minutes Acceptance: Minutes of Apr 25, 2016 7:30 PM (Approval of Minutes)

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ORDINANCE TO AUTHORIZE THE MAYOR TO PURCHASE A 2016 F-250 PICK-UP TRUCK WITH SNOW PLOW AND LIFTGATE FOR THE PARKS AND RECREATION DEPARTMENT AND DECLARING AN EMERGENCY. --- Cotner. Finance Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Barth R. Cotner, At Large
SECONDER:	Dan Skinner, At Large
AYES:	Clemens, Cotner, Long, Skinner, Cicak, Luzader, Spalding

41-16

ORDINANCE AUTHORIZING MAYOR TO PURCHASE ONE 2016 FORD TRANSIT VAN FOR THE MAINTENANCE DEPARTMENT AND DECLARE AN EMERGENCY. --- Cotner. Finance Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Barth R. Cotner, At Large
SECONDER:	Brett Luzader, Ward II
AYES:	Clemens, Cotner, Long, Skinner, Cicak, Luzader, Spalding

LEGISLATION FOR FIRST READING

ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT WITH EMH&T FOR THE ENGINEERING, PLANS, ADVERTISING, AND TO PREPARE BID DOCUMENTS FOR THE PAINTING OF THE LIVINGSTON HOUSE. (FIRST READING 4/25/2016). --- Cotner. Finance Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 5/2/2016 7:30 PM
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ORDINANCE AUTHORIZING MAYOR TO ENTER INTO CONTRACT FOR 2016 FIREWORKS DISPLAY. (FIRST READING 4/25/2016.) --- Long. Safety Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 5/2/2016 7:30 PM
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LEGISLATION FOR SECOND READING

ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF REYNOLDSBURG ADOPTED BY ORDINANCE NO. 131-95 ON NOVEMBER 27, 1995 AND AS SUBSEQUENTLY AMENDED - 1636 GRAHAM ROAD, REYNOLDSBURG, OHIO, FROM R-2/R-3 SINGLE FAMILY RESIDENCE DISTRICT TO S-1 SPECIAL DISTRICT, APPLICANT, REYNOLDSBURG UNITED METHODIST CHURCH. (SECOND READING 4/25/2016). --- Clemens. Service Committee.

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RESULT:	REFERRED TO COMMITTEE	Next: 5/2/2016 7:30 PM
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ORDINANCE AUTHORIZING CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST. (SECOND READING 4/25/2016). --- Cotner. Finance Committee.

RESULT:	REFERRED TO COMMITTEE	Next: 5/2/2016 7:30 PM
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LEGISLATION FOR THIRD READING

42-16

ORDINANCE APPROVING SPECIAL EXCEPTION USE PERMIT - (1731 BRICE ROAD; PROPOSED USE – CHURCH); APPLICANT, PAUL POWELL. (SECOND READING 4/11/2016). --- Clemens. Service Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Mel Clemens, Ward IV
SECONDER:	Marshall Spalding, Ward III
AYES:	Clemens, Cotner, Long, Skinner, Cicak, Luzader, Spalding

EXECUTIVE SESSION TO DISCUSS COLLECTIVE BARGAINING MATTERS

Council President Joseph: Next is a request for Executive Session to discuss collective bargaining matters. Is there a motion to move to Executive Session. Councilman Long makes that motion, seconded by Councilman Cicak. Questions or comments? Clerk, please call the roll.

Ms. Beggerow: Mr. Luzader, "Aye." Mr. Spalding, "Aye." Mr. Clemens, "Aye." Mr. Cotner, "Aye." Mr. Long, "Aye." Mr. Skinner, "Aye." Mr. Cicak, "Aye."

Council President Joseph: Included will be Elected Officials, Mark Fishel, and Sandra Boller. We will reconvene for purposes of adjournment only.

Adjournment

Doug Joseph, President of Council

April L. Beggerow, Clerk of Council

Minutes Acceptance: Minutes of Apr 25, 2016 7:30 PM (Approval of Minutes)

Clerk of Council**April Beggerow****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6836 Phone****MOTION REQUEST**

DATE: May 9, 2016**TO: City Council****RE: MOTION TO ACCEPT THE REPORT OF THE AD HOC
COMMITTEE AND AMEND THE COUNCIL RULES OF
PROCEDURE.**

Attached is the final draft of the Council Rules of Procedure and the final "Clean Copy" of that draft.

COUNCIL RULES OF PROCEDURE

REYNOLDSBURG CITY COUNCIL

~~2004~~

2016

Attachment: Council Rules (2016) (1416 : Changes to Council Rules)

COUNCIL RULES OF PROCEDURE
CITY OF REYNOLDSBURG, OHIO
EFFECTIVE ~~SEPTEMBER 13, 2004~~

Article I - Powers.....

Article II - Meetings.....

Article III - Officers.....

Article IV - Committees.....

Article V - Council Agenda.....

Article VI - Rules of Order.....

Article VII - Legislation.....

Article VII - Rules of Discussions.....

Article IX - Voting.....

Article X - Expenditure of Council Funds.....

Article XI - Council Rules and Organization

COUNCIL RULES OF PROCEDURE
CITY OF REYNOLDSBURG, OHIO
~~REVISED AS OF SEPTEMBER 13, 2004~~
~~EFFECTIVE SEPTEMBER 13, 2004~~
REVISED 2016

ARTICLE I - POWERS

No provision or section of these rules which conflicts with, or restricts those rights provided by the Constitution of the United States, the Constitution of the State of Ohio, the City of Reynoldsburg Charter, or the Revised Code of Ohio shall have any force or effect.

SECTION 1. *Section 731.05 Revised Code.* The Council takes due notice of the statutory limitation of powers set forth in Section 731.05 of the Revised Code of Ohio as follows: the powers of the legislative authority of a city shall be legislative only, unless otherwise provided in Title VII of the Revised Code or the City of Reynoldsburg Charter (CRC). All contracts requiring the authority of the legislative authority for their execution shall be entered into, and conducted to performance by the board, or officers having charge of the matters, to which they relate. After the authority to make such contracts has been given, and the necessary appropriation made, the legislative authority shall take no further action thereon.

SECTION 2. *Section 3.08 CRC.* The Council shall exercise all legislative powers of the City, and all powers granted to municipal corporations by the Constitution and laws of Ohio, which are not reserved by the Charter to other officers of the City, and which are not inconsistent with the Charter.

ARTICLE II - MEETINGS

~~(Sec. 3.07 CRC)~~

SECTION 1. Definitions

As used in these Rules:

1. **“Clerk”, means the Clerk of Council.**
2. **“Assistant Clerk”, means the Assistant Clerk of Council.**
3. **“Day”, means calendar day.**
4. **“Meeting”, means any prearranged discussion of the public business of Council by a majority of its members.**
5. **“Oral Notification”, means notification given orally, either in person or by telephone, or by faxing directly to the person for whom such notification is intended, or by leaving an oral message for such person at the address, or if by telephone, at the telephone number, of such person as shown on the records kept by the Clerk, under these Rules.**
6. **“Post”, means to post in an area accessible to the public during the usual business hours, at the Office of the Clerk, and at the following location: First Floor, Municipal Building.**

7. “Published”, means the Clerk shall cause to be published in a newspaper having circulation in the municipality, as defined in Section 4.14 CRC or Section 7.12 ORC.
8. “Quorum”, A quorum at any meeting of Council shall consist of four (4) members of Council.
9. “Written Notification”, means notification in writing, mailed, e-mailed, telegraphed, faxed or delivered, to the address of the person for whom notification is intended, as shown on the records, kept by the Clerk, under these Rules, or in any way delivered to such person. If mailed, the notification shall be mailed by first class mail, deposited in the U.S. Postal Service mailbox no later than the second day preceding the day of the meeting to which the notification refers, providing that at least one regular mail delivery day falls between the day of mailing and day of the meeting.

SECTION 2. 1. *Regular Meetings.* The Council shall meet in regular session on the second and fourth Mondays of each month, unless such day is a nationally recognized holiday, in which case, the regular session may be held on the immediately succeeding Tuesday.

SECTION 3. 2. *Special Meetings.* The Mayor, or any three members of Council may call special meetings upon at least twenty-four (24) hours notice, to each member personally served, or left at his or her usual place of residency; i.e., (Sec. 3.07(b) CRC).

SECTION 4. 3. *Time and Place of Meetings.* All regular meetings of Council shall be held in accordance with Section 3.07 CRC. ~~shall be called to order promptly at 7:30 p.m.~~ All Special meetings shall be at time and place as described on ~~Form 2849, NOTICE. SPECIAL MEETING OF COUNCIL.~~ Meetings of Council will normally be held in the room designated as Council Chambers in the Municipal Building in the City of Reynoldsburg, however, Council may by affirmative vote of a majority of members designate any other location necessary to the orderly conduct of Council affairs, however such meeting place must be within the City of Reynoldsburg.

SECTION 5. 4. *Open Meetings.* All meetings of the Council shall be held in accordance with the general laws of Ohio pertaining to requirements for open meetings of public bodies; i.e., (Sec. 3.07(d) CRC).

A. NOTICE OF REGULAR AND ORGANIZATIONAL MEETINGS

1. The Clerk shall post a statement of the times and places of regular meetings, for each calendar year, not later than the second day preceding the day of the first regular meeting (other than organizational meeting). The Clerk shall check at reasonable intervals to ensure that each statement remains posted during such calendar year. If at any time during the calendar year, the time, or place of any regular meeting is changed on a permanent or temporary basis, a statement of the time and place of the changed regular meeting shall be posted by the Clerk, at least twenty-four (24) hours before the time.

2. The Clerk shall post a statement of the time and place of any organizational meeting, at least twenty-four (24) hours before the time of the organizational meeting.
3. Upon the adjournment of any regular or special meeting to another day, the Clerk shall promptly post notice of the time and place of such adjourned meeting.

B. NOTICE OF SPECIAL MEETINGS

1. Except in the case of a special meeting referred to in subsection C, paragraph 4 of this section, the Clerk shall post a statement of the time, place and purposes of such meeting no later than twenty-four (24) hours before the time of a special meeting.

C. NOTICE TO MEDIUM OF SPECIAL MEETINGS

1. Any news organization that desires to be given advance notification of special meetings, shall file with the Clerk a written request, ~~therefor, on a standard form, to be provided by the Clerk.~~ Except in the event of an emergency requiring immediate official action as referred to in paragraph 4 of this section, a special meeting shall not be held, unless at least twenty-four hours advance notice of the time, place, and purposes of such special meeting is given to the news media, that have requested advance notification.
2. Request for such advance notification of special meetings shall specify: the name of the medium; the name and address of the person to whom written notifications may be mailed, ~~telegraphed~~ or delivered; and the names, address, and telephone numbers (including address and telephone numbers at which notifications may be given either during or outside of business hours) of at least two persons, to either of whom, oral notifications to the medium may be given; and at least one telephone number which the request identifies as being manned, and which can be called at any hour for the purpose of giving oral notification to such medium. Any such request shall be effective for one year from the date of filing with the Clerk, until the Clerk receives written notice from the medium cancelling or modifying such request, whichever is earlier. Each requesting medium shall be informed of the period of effectiveness, at the time it files its request. Such requests may be modified, or extended, only by filing a complete new request with the Clerk. A request shall not be deemed to be made unless it is complete in all respects, and such request may be conclusively relied on by the Clerk.
3. The Clerk shall give such oral notification or written notification, or both, as the Clerk determines, to the news medium that has requested advance notification of the time, place and purposes of each special meeting, at least twenty-four (24) hours prior to the time of the special meeting.
4. In the event of an emergency requiring immediate official action, a special meeting may be held without giving twenty-four (24) hours advance

notification thereof to the requesting news medium. Any of the persons calling such meeting, or the Clerk shall immediately give oral notification or written notification, or both, of the time, place, and purposes of the special meeting to the news medium that has requested advance notification. The notification of any such special meeting shall state the general nature of the emergency requiring immediate official action.

D. GENERAL

1. Any person may visit, or telephone the Office of the Clerk during the office's regular office hours to determine, based on information available at the office: the time and place of regular meetings; the time, place, and purposes of any then known special meetings; and whether the available agenda of any future meeting states that any specific type of public business is to be discussed at such meeting.
2. Any notification provided herein to be given by the Clerk, may be given by any person acting in behalf of the Clerk.
3. A reasonable attempt at notification shall constitute compliance with these Rules.
4. A certificate by the Clerk as to compliance with these Rules shall be conclusive upon Council.
5. To better insure compliance with these rules, it shall be the responsibility of the President of Council, and the Chairpersons of the Committees to timely advise the Clerk of future meetings, and the subject matters to be discussed.

E. DEFINITIONS

~~As used in these Rules:~~

1. ~~"Clerk", means the Clerk of Council.~~
6. ~~"Assistant Clerk", means the Assistant Clerk of Council.~~
7. ~~"Day", means calendar day.~~
8. ~~"Meeting", means any prearranged discussion of the public business of Council by a majority of its members.~~
9. ~~"Oral Notification", means notification given orally, either in person or by telephone, or by faxing directly to the person for whom such notification is intended, or by leaving an oral message for such person at the address, or if by telephone, at the telephone number, of such person as shown on the records kept by the Clerk, under these Rules.~~
10. ~~"Post", means to post in an area accessible to the public during the usual business hours, at the Office of the Clerk, and at the following location: First Floor, Municipal Building.~~
11. ~~"Published", means the Clerk shall cause to be published in a newspaper having circulation in the municipality, as defined in Section 4.14 CRC or Section 7.12 ORC.~~
12. ~~"Quorum", A quorum at any meeting of Council shall consist of four~~

(4) members of Council.

13. ~~“Written Notification”, means notification in writing, mailed, e-mailed telegraphed, faxed or delivered, to the address of the person for whom notification is intended, as shown on the records, kept by the Clerk, under these Rules, or in any way delivered to such person. If mailed, the notification shall be mailed by first class mail, deposited in the U.S. Postal Service mailbox no later than the second day preceding the day of the meeting to which the notification refers, providing that at least one regular mail delivery day falls between the day of mailing and day of the meeting.~~

ARTICLE III - OFFICERS**SECTION 1. *President of Council***

- A. The President of Council shall be elected from the City at large to a four year term of office. (Sec. 3.04(a) CRC).
- B. The President of Council shall be the presiding officer of the Council, but shall vote on any matter before the Council; only in the event of a tie vote among the members of Council. (Sec. 3.04(b) CRC).

SECTION 2. *President Pro Tempore*

- A. The Council shall appoint as a part of its organizational process, by a majority vote of its members, a member of Council to serve as the President Pro Tempore of the Council, to serve at the pleasure of the Council. (Sec. 3.05(a) CRC).
- B. The President Pro Tempore shall serve as the presiding officer of the Council during the temporary absence or disability of the President of Council, but while so serving shall retain the power to vote on all matters before the Council. (Sec. 3.05(b) CRC).
- C. In the absence of both the President of Council and President Pro Tempore of the Council, an acting presiding officer shall serve as follows: Chairman of the Finance Committee, Chairman of the Service Committee, Chairman of the Safety Committee, Chairman of the Community Development Committee. ~~Council shall appoint from its members a temporary chairperson.~~

***The next senior member of Council shall call the meeting to order.**

SECTION 3. *Clerk of Council.*

The Council shall appoint, by a majority vote of its members, a person to serve as the Clerk of Council, to serve at the pleasure of Council. (Sec. 3.06 CRC).

The Clerk of Council shall:

- A. Attend all Council meetings, regular and special.
- B. Prepare a Record of Proceedings of all Council meetings, which shall be termed the “minutes”, or journal, and be the custodian of such records. Meetings of City Council shall be ~~tape~~ recorded, and ~~tapes~~ **recordings** made of meetings shall be retained ~~for a period of one year.~~ **in accordance with the City’s Record**

Retention Schedule.

- C. Prepare an agenda for each regular meeting of Council, and Committees.
- D. Furnish all transcripts, orders, and certificates, which may be properly required, and shall be entitled to charge for all attested certificates and transcripts, the same fees that are allowed by law to county officers for similar service: Provided, that the same shall be furnished free of charge, when ordered by the Council, or required by any Council Member or City ~~Officer~~ **Official**, in the prosecution of official duties.
- E. Assign numbers, in their proper sequence, to all ordinances and resolutions, when such legislation is passed. Number assignments will be referenced in the official minutes of the Council proceedings.
- F. Maintain a permanent record of all ordinances or resolutions, and by appropriate notation, show passage or rejection, subsequent repeal, and amendment thereof.
- G. Perform all clerical duties incidental to the office.
- H. Be available during the hours specified by Council.
- I. Perform such other duties as directed by Council.

SECTION 4. *Assistant ~~to~~ Clerk of Council.*

An Assistant ~~to~~ the Clerk of Council shall be appointed by a majority vote of Council, and shall serve at the pleasure of Council. **The Assistant Clerk of Council shall assume the duties and responsibilities of the Clerk of Council in their absence or at their request.**

ARTICLE IV - DEFINITIONS

SECTION 1. *Quorum.* A quorum at any meeting of Council shall consist of four (4) members of Council.

SECTION 2. *Majority.* Four (4) members of Council shall constitute a majority for normal transaction of business.

SECTION 3. *2/3 Majority.* A two thirds (2/3) majority shall mean five (5) members of Council.

SECTION 4. *3/4 Majority.* A three fourths (3/4) majority shall mean six (6) members of Council.

ARTICLE ~~IV~~ V - COMMITTEES

SECTION 1. *Standing Committees.* Council shall have the following standing committees with the responsibilities as shown:

- A. FINANCE COMMITTEE: Review, investigate, and recommend Council action in all financial matters before Council, including budgets, appropriations, taxes, assessments, expenditures, general fiscal policy, administrative matters, **appointments of elected officials, appointments to commissions**, utility rates, and other special assignments.
- B. SERVICE COMMITTEE: Review, investigate, and recommend Council action in

- all matters of public utility services, storm sewers, transportation systems, zoning, land usage, annexation, and other special assignments.
- C. SAFETY COMMITTEE: Review, investigate, and recommend Council action in all matters of public buildings, streets, traffic safety, police protection, fire protection, health, disaster services, building codes, building inspection, and other special assignments.
 - D. COMMUNITY DEVELOPMENT COMMITTEE: Review, investigate, and recommend to Council action in all matters pertaining to industrial and commercial development, general civic improvement, beautification, Recreation Department, public parks and other special assignments.

~~Legislative~~ Requests for new employee(s) shall be considered by the committee responsible for the department requesting the new employee(s). Salary amount(s) should be included on the legislative ~~request~~ file for consideration by this committee, prior to referring the topic to the Finance Committee for funding. ~~Appointments of elected officials, and appointments to commissions shall be considered by the Finance Committee.~~

SECTION 2. *A. Special Ad Hoc Committees.* The President of Council may from time to time appoint special committees for limited purposes, subject to the approval of a majority of Council. The statement of purpose for all special Ad Hoc Committees shall contain a section setting forth the length of time required to complete their special purpose.

B. Special Representative. The President of Council may from time to time appoint a representative from Council to assess such areas as (but not limited to) constituent services, technological capabilities and budgetary matters. The purpose of this assessment is to facilitate better communication between the constituents and Council. The representative will report to the President of Council within the time period set by the President for further action by Council if necessary.

SECTION 3. *Composition of Committees.* Standing, and special committees shall consist of not less than three (3) members of Council, recommended by the President of Council, and approved by a majority vote of Council, at its organizational meetings. Such approved committee membership shall be in effect until such time as the Council committees reorganize, except that any member who resigns, or for any reason cannot serve, must be replaced by a majority vote of the Council. The Finance Committee shall be staffed with ~~two~~ three of its members being the Chairpersons of the Community Development, Service, and Safety Committees, to promote continuity of purpose and aims, between the ~~three primary~~ four standing committees. Each committee shall select their own chairperson. The President of Council shall be an ex-officio member of all committees, and shall vote on any action only in case of a tie vote.

SECTION 4. *Duties of Committee Chairperson*

- A. The Chairperson, as selected in Article IV ~~V~~, Section 3, shall preside over all committee meetings.
- B. The Chairperson shall:
 - 1. Appoint a vice-chairperson to serve in the chairperson's absence.

2. With the assistance of the Clerk, prepare ~~an~~ agendas, meeting minutes and provide supporting material that is germane to the discussion of items on the agenda, not less than two days before the next scheduled meeting. ~~by 5 p.m. on the Wednesday immediately preceding the committee meeting.~~
3. Be the sponsor of new legislation unless the Chairman designates another member of the Committee to sponsor the new legislation.
~~Assign each new piece of legislation to be considered by committee, to a member of the committee who shall be the "sponsor" of the legislation. As sponsor, it shall be the duty of this person to present an overview of the proposed legislation at the first reading of the legislation, and shall act as a "consultant", as long as the legislation is maintained within the committee.~~
4. Be responsible that legislation will not be sent from committee, to Council, except by a majority vote of committee, for first second or third reading. Legislation will either be forwarded to the Consent Agenda or Regular Agenda.
5. ~~Be responsible for the delivery, not less than two days before the next scheduled meeting, of the agenda to all elected officials and members of the administration, as requested by the Mayor.~~
6. ~~Provide copies of whatever supporting material is available, that is germane to the discussion of items on the agenda, to those councilpersons appointed to the committee charged with responsibility, as delineated in Article V, Section 5. If supporting material is unchanged between meetings, it need be provided only upon its first availability. Whenever possible, supporting material shall be delivered with the agenda. Unless subject is of an emergency nature, no material will be received by Council on the meeting night. (M. Clemens)~~
7. 5. With the assistance of the Clerk, be responsible for maintaining an up to date status of all legislation directed to the committee by inclusion of all active legislation, as agenda discussion items for every committee meeting, without exception, until such time as legislation has received final approval, or disapproval of Council, or is declared null and void by the authority of Article VII, Section 8A.
8. ~~Maintain the status of legislation, by inclusion of all active legislation, as agenda discussion items for every committee meeting, without exception. Should a piece of legislation become inactive, (held in committee or withdrawn by applicant) such information will be noted on the committee agenda following the discussion items, including the reason for inactivity.~~
9. 6. When directed by the President of Council to conduct a study or survey, assure that the subject matter is continued on the agenda as an active discussion item, until such time as the committee report or resultant proposed legislation has been presented to Council.
10. 7. If desired, appoint as many citizen advisory members as may be

necessary; however, no citizen advisory members shall vote on the recommendations of the committee, but may concur in either the majority or minority reports.

11. ~~Assist the Clerk, in preparation of committee meeting minutes, and assure their delivery to all elected office holders, and administration personnel, as requested by the Mayor.~~

SECTION 5. Committee Agendas. For items to be considered before committees, approved requests including supporting documentation, shall be received by the Clerk by not later than 5:00 p.m. 7 (seven) days on the Monday (seven days) preceding prior to the Committee Meeting. Unless subject is of an emergency nature, no material will be received by Council on the meeting night. In the case of a meeting night add on, the request should be submitted to the Clerk no later than 12:00 p.m. the day of the meeting. Requests that include expenditures or contracts must receive certification by the City Auditor and approval by form by the City Attorney as * in the CRC. approval of the Auditor and/or City Attorney. All officers of the municipality and members of the public are urged to cooperate with the Clerk in making the agenda complete and accurate. The person requesting the item, or a designee, shall attend the committee meeting for discussion of the item.**

For contracts or expenditures exceeding the State of Ohio limit for competitive bidding as of 6/1/92 or for expenditures for any purpose which have not been included in current budgets:

- A. The City Auditor for certification ~~in writing~~ of the following: (1) Availability of unencumbered funds (2) Account in which said funds are held (3) If such funds are not immediately available, the source of the necessary funds and the date such requested funds are expected to be available.
- B. The City Attorney for one of the following actions: (1) approval as to form; (2) approval as to form with comments; OR (3) not approved as to form with comments. Contracts that have not met these requirements will not be sent for passage.

~~To have items placed on committee agendas, all persons, other than committee members, must complete a "Committee Legislation and/or Discussion Request Form" (REVISED SEPTEMBER 2004) on each item, defining what specific action is requested from Council, and submit it to the Clerk, by 5:00 p.m. on the second Wednesday (approximately ten days) preceding the Committee Meeting. In the case of a meeting night add on, the Request Form should be submitted at the time the request to add to the committee agenda is made. If legislation is being requested, written information concerning the content must accompany the request. If there is not sufficient data, the Clerk may, with the concurrence of the Chairman of the appropriate committee, return the legislative request for additional information, before any consideration will be given. The person requesting the item, or a designee, shall attend the committee meeting for discussion of the item. Prior to the submittal of a legislative request for contracts or expenditures exceeding the State of Ohio limit for competitive bidding as of 6/1/92 or for expenditures for any purpose which have not been included in current budgets, the legislative request shall be submitted to:-~~

- ~~A. The City Auditor for certification in writing of the following: (1) Availability of~~

~~unencumbered funds (2) Account in which said funds are held (3) If such funds are not immediately available, the source of the necessary funds and the date such requested funds are expected to be available.~~

~~Such Auditor's written certification shall be submitted with the legislative request.~~

~~B. The City Attorney for one of the following actions: (1) approval as to form; (2) approval as to form with comments; OR (3) not approved as to form with comments. Contracts that have not met these requirements will not be sent for passage. If an officer of the city or member of Council entertains doubts about any matter in an ordinance, then that person may submit a written request for opinion that specifically states the question upon which the opinion of the City Attorney is desired. (O.R.C. 733.54)~~

SECTION 6. *Committee Meetings.* Meetings of all committees of Council shall be public meetings, and whenever possible shall be held in public buildings, within the City of Reynoldsburg; however, each committee, by a majority of its voting members, may elect to hold meetings, wherever it deems necessary to properly further its assigned purpose. All committee meetings will be called by the Chairperson of such committee or by two (2) voting members, giving notice of the date, time and place to all members of the committee, and the Clerk. The Clerk shall notify all members of Council of all committee meetings. Any member of Council shall have the right to sit with any committee, present information, take part in any discussion, and question witnesses; however members of Council shall have a vote only when regularly assigned to such committee. ~~Each committee may adopt its own rules of order, however in the absence of such rules, the parliamentary procedure set forth in Roberts Rules of Order, Newly Revised, shall prevail.~~

SECTION 7. *Committee of the Whole.* Council committees may meet as a Committee of the Whole to consider the Agenda of any Committee, if a quorum of an individual committee is not present at the meeting, provided that four members of Council are present. Succession to chair the Committee of the Whole meeting shall be: Committee Chairperson, Vice-Chairperson, senior member of Committee, senior member of Council. When meeting as a Committee of the Whole, each member present shall retain the right to vote.

SECTION 8 7. *Mandatory Referral.* All ordinances and resolutions shall be referred to an appropriate committee for review and recommendation for adoption or denial prior to final action being taken by Council. This provision may be suspended by an affirmative vote of a 2/3 majority of Council. ~~Ordinances accepting Deeds of Easement and Right of Way, and Legislation~~ awarding Contracts, are excepted from Mandatory Referral. (See CRC 8.04 (b)) EXCEPTION: When circumstances are warranted, legislation can be amended with emergency language and considered for adoption [without suspension of the provision] provided appropriate committee members are present, and topic has been discussed at least once in committee.

ARTICLE V - COUNCIL AGENDA

SECTION 1. *Content.* Before adoption of an ordinance or resolution, the committee

chairperson or Clerk of Council may request the City Attorney review an ordinance to determine if it is a valid exercise of legislative authority.

SECTION 2. *Preparation.* The agenda for all meetings of Council shall be prepared by the Clerk, under the guidance of the President of Council, with the assistance of the President Pro Tempore of Council. No item requiring action may be placed on the agenda later than **~~12:00 noon on the Thursday~~ 7 (seven) days** before a regular meeting, and less than twenty-four (24) hours prior to the time of a special meeting, unless as considered in Section 4 of this Article. **Unless subject is of an emergency nature, no material will be received by Council on the meeting night.**

SECTION 3. *Delivery.* It shall be the responsibility of the President of Council to make sure that the agenda is delivered to the members of Council, **~~at their usual place of residence,~~** on the Friday before a regular meeting, and not less than twenty-four (24) hours prior to the time of a special meeting.

SECTION 4. *Changes.* Any change to the published agenda shall not be made, other than by a majority vote of Council, on a motion to amend, which shall not be debatable, except for a brief statement of necessity, by the maker of the motion. Such motion, shall require no second.

All matters listed under Item 10, Consent Agenda, are considered to be routine by the city council and will be enacted by one motion. There will not be separate discussion of items listed on the Consent Agenda. However, if discussion is desired on a particular item(s), that item will be removed from the Consent Agenda and will be considered separately.

The Clerk of Council shall read aloud the items to be considered part of the Consent Agenda before there is a motion for approval.

A typical motion for approval: "I move that the Consent Agenda, items 'a' through 'e' be approved as indicated," followed by a roll call vote, **or**

A typical motion to remove an item might be, "I move that we approve the Consent Agenda items 'a' through 'e' with the exception of item 'c'," followed by a roll call vote.

SECTION 5. *Order of Business.* The agenda should reflect the following order of business:

- Roll Call
- Invocation
- Pledge of Allegiance
- Approval of Minutes of previous meeting
- Approval of Agenda
- Community Comments and Requests
- Communications
- Reports
 - City Officials
 - Standing Committees
 - Special Committees
- Consent Agenda
- Motions

Legislative Action One Reading Only

Procedural readings:

First readings

Second readings

Legislative Action:

Third readings

Adjournment

It should be noted, that this section is directory in nature and not mandatory, and is subject to the discretion of the presiding officer.

SECTION 6. *Suspension.* ~~Any provision of the Article except as noted in Section 4, may be suspended by an affirmative vote of 2/3 majority of Council.~~

ARTICLE VI - RULES OF ORDER

SECTION 1. *Rules of Order.* All deliberations of Council shall be governed by the Constitution of the United States, the Constitution of the State of Ohio, the Revised Code of Ohio, the City of Reynoldsburg Charter, duly enacted ordinances and resolutions of the City of Reynoldsburg, Ohio, the Rules of Council of the City of Reynoldsburg, Ohio as contained herein, and in those areas of parliamentary procedure not specifically set forth in the foregoing documents, by Roberts Rules of Order, Newly Revised.

ARTICLE VII – LEGISLATION

SECTION 1. Definitions.

Ordinance: Refers to the type of action by Council which is of a general or permanent nature, creates a right, grants a franchise, or involves the expenditure of money, the levying of a tax, or authorizes the purchase, lease, sale or transfer of property.

Resolution: Refers to a declaration of intent or purpose, the authorization of some temporary act or administrative procedure. A resolution may initiate, direct, or carry out administrative duties and functions, which are granted to the legislative body under statutory laws, the City of Reynoldsburg Charter, or Municipal ordinance.

Motion: Refers to action used to conduct the business of Council, in procedural matters, for elections conducted among Council members, appointments by the Council, resolutions of expression by the Council, decisions not requiring ordinance or resolution, and as otherwise provided in the CRC.

Majority: Four (4) members of Council shall constitute a majority for normal transaction of business.

2/3 Majority: A two-thirds (2/3) majority shall mean five (5) members of Council.

3/4 Majority: A three-fourths (3/4) majority shall mean six (6) members of Council.

SECTION 2 1. *Form of Action of Council.* Except as otherwise provided in the CRC, action of Council shall be by ordinance, resolution, or motion. Motions shall be used to conduct the business of Council, in procedural matters, for elections conducted among Council members, appointments by the Council, and as otherwise provided in the CRC. All other action shall be taken by ordinance, or resolution. No action of Council shall be invalidated, merely because the form thereof fails to comply with the provisions of this Section; i.e., (Sec. 4.02 CRC).

SECTION 3 2. *Introduction of Legislation.* Any member of Council may introduce any ordinance or resolution, at a regular or special meeting, which shall be in written or printed form, and shall contain a concise title; i.e., (Sec. 4.02 CRC).

SECTION 4 3. *Form of Ordinances and Resolutions.*

- A. The form, and style of ordinances, and resolutions shall be determined by the Rules of Council.
- B. Each ordinance, or resolution shall contain only one subject, which shall be expressed in its title; provided that appropriation ordinances may contain the various subjects, accounts, and amounts for which monies are appropriated, and that ordinances and resolutions which are codified, or recodified, are not subject to the limitation of containing one subject; i.e., (Sec. 4.02 CRC).
- C. Resolutions primarily and exclusively for recognition, shall be adopted upon a favorable vote at the first reading.

SECTION 5 4. *Reading Ordinances and Resolutions.*

- A. Each ordinance, and resolution shall be read on three different days, occurring with at least one week between readings, unless the Council suspends this rule concerning readings, by a vote of at least three-fourths of the members of Council; provided that ordinances and resolutions passed as emergency measures, need not conform to this subsection, but shall be read at one meeting of the Council.
- B. Ordinances, and resolutions shall be read by title only, unless the Council determines that a reading shall be in full by a majority vote of its members; i.e., (Sec. 4.04 CRC).
- C. **Suspension. Any provision of the Article except as noted in Section 4, may be suspended by an affirmative vote of 2/3 majority of Council.**

SECTION 6 5. *Vote Required for Passage.* The vote on the question of passage of each ordinance, resolution and motion shall be taken by “ayes yeas” and “nays”, and entered on the Journal, and none shall be passed without concurrence of a majority of the members of Council. Each emergency ordinance, or resolution and each ordinance or resolution, vetoed by the Mayor which is subsequently approved by the Council, over-riding the Mayor’s veto, shall require the affirmative vote of at least two-thirds of the members of Council, for its enactment. ~~If an emergency ordinance or resolution shall fail to receive the required two-thirds affirmative vote, but receives the necessary majority for passage, as non-emergency legislation, it shall become effective as non-emergency legislation.~~

SECTION 6. Definitions.

~~Ordinance: Refers to the type of action by Council which is of a general or permanent nature, creates a right, grants a franchise, or involves the expenditure of money, the levying of a tax, or authorizes the purchase, lease, sale or transfer of property.~~

~~Resolution: Refers to a declaration of intent or purpose, the authorization of some temporary act or administrative procedure. A resolution may initiate, direct, or carry out administrative duties and functions, which are granted to the legislative body under statutory laws, the City of Reynoldsburg Charter, or Municipal ordinance.~~

~~Motion: Refers to action used to conduct the business of Council, in procedural matters, for elections conducted among Council members, appointments by the Council, resolutions of expression by the Council, decisions not requiring ordinance or resolution, and as otherwise provided in the CRC.~~

Majority: Four (4) members of Council shall constitute a majority for normal transaction of business.

2/3 Majority: A two thirds (2/3) majority shall mean five (5) members of Council.

3/4 Majority: A three fourths (3/4) majority shall mean six (6) members of Council.

SECTION 7. Emergency Legislation. Each emergency ordinance or resolution shall determine that the ordinance or resolution is necessary for the immediate preservation of the public peace, health or safety, or that its passage is urgently required for the financial needs of the City's government, and shall contain a statement of the necessity or urgency requiring its passage as an emergency measure; i.e., (Sec. 4.07 CRC).

If an emergency ordinance or resolution shall fail to receive the required two-thirds affirmative vote, but receives the necessary majority for passage, as non-emergency legislation, it shall become effective as non-emergency legislation.

SECTION 8. Pending Legislation.

- A. All ordinances, resolutions and motions that have been postponed in excess of six (6) months shall be considered null and void, and any further action on the subjects covered shall be reintroduced as new legislation.

SECTION 9. Amending Legislation. Any new language, or any additions to the code or existing ordinances, or resolutions shall be distinguished by capital letters, underlined, "or" bold face type so that any change is readily apparent. Deletion of existing language shall be shown by lining out the language to be removed. Amendments to legislation **shall be made at a Council meeting or appropriate Committee meeting.** ~~after the first reading before Council shall be made at a Council Meeting.~~

SECTION 10. Reconsidering. The action of Council could be reconsidered by the implementation of the Vote to Reconsider. Such motion to be made by a member of the

prevailing side, to be done at (1) the same meeting or (2) the next meeting of Council following the meeting at which the action to be reconsidered occurred. A member of the prevailing side is defined as a member who voted for an action that passed or against an action that was defeated.

ARTICLE ~~IX~~ VIII - RULES OF DISCUSSION

SECTION 1. Policy. When an ordinance, resolution or motion is before Council, or when a member of the public wishes to address Council, an adequate opportunity must be provided for all members of Council to be heard. However, in order to expedite business, the rules of discussion contained in this Article are set forth as the official policy of Council. Speaker slips shall be filled out completely including name, address, organization represented if any, the agenda item to be addressed, the subject if the person wishes to address a non-agenda item, and shall be filed with the Clerk of Council prior to the start of the meeting.

SECTION 2. Duty of Presiding Officer. The Presiding Officer shall recognize members, and other persons who wish to address Council, prior to such member, or person taking the floor. All persons not personally known by Council, shall furnish their name, address, and the reason for their appearance, upon request of the Presiding Officer, prior to being recognized.

The Presiding Officer may utilize the following rules when exercising control of the discussion on any ordinance, resolution or motion, or when a member of the public wishes to address Council:

- A. All members shall speak only from their place at the Council table, and all other persons addressing Council shall do so from a place so designated;
- B. No member or person shall be permitted to speak longer than three minutes at any one time or longer than a total of five minutes;
- C. No member or person shall be permitted to speak more than two times;
- D. While members may yield to other members, the limitations set forth in B and C above shall prevail’;
- E. No member or person shall be permitted to speak the second time, until all members have been given the opportunity to be heard at least once;
- F. If the subject does not concern the legislative responsibilities of the Council, the Presiding Officer may refer the person to the proper administrative officer, another public forum or deny the request;
- G. No member or person shall use language or subject matter containing obscenity or partisan political propaganda;
- H. No member or person shall conduct themselves in a disorderly manner or engage in disruptive behavior;
- I. All members and persons addressing Council shall be subject to the duty of the Presiding Officer to preserve the order and decorum of a public meeting;
- J. The Presiding Officer, subject to a challenge by a majority of Council, may refuse the floor to any member or person where the tactics are obviously dilatory, and not in the best interest of Council;
- A. The above rules may be suspended to permit unlimited debate, by a vote of three-fourths majority of Council.

ARTICLE IX - VOTING

SECTION 1. Voting. Except as otherwise provided in these rules, the Ohio Revised Code or the CRC, all resolutions and ordinances will be voted upon in open council, and shall be oral roll call votes. The roll call voting shall be different from successive meetings as called by the Clerk. The Clerk shall call the roll and each Council member will respond either “Aye ~~Yea~~”, “Nay” or “Abstain”. No other comment will be considered proper during the voting. The Clerk must record the vote, and the same shall be preserved in the minutes of the meeting. After the vote is complete, the Presiding Officer shall announce the results thereof. Except as otherwise provided herein, or by law (U.S.C., O.R.C., C.R.C.), a majority shall carry any resolution, ordinance or motion. The President of Council shall vote only to break a tie. No question concerning the vote of any member will be proper, after the vote is called.

SECTION 2. Abstaining Vote. No member shall be questioned concerning an abstaining vote. The decision to abstain is a matter personal to each member, and under no condition may this action be challenged. Each member is urged to use careful discretion in this matter. An abstaining vote shall not be counted as either an “Aye” or a “Nay”, but shall remain neutral.

If a member anticipates abstaining due to a conflict of interest, they are encouraged to refrain from participating in the discussion.

ARTICLE X - EXPENDITURE OF COUNCIL FUNDS

SECTION 1. Prior Approval of Expenditures. Prior approval must be obtained before any member of Council, including the President of Council and the Clerk of Council, may attend a conference or seminar. Upon completion of the conference or seminar, every member of Council, including the President of Council and the Clerk of Council, attending a conference or seminar shall provide an agenda, or other printed material relevant to the subject matter covered, to the Clerk for filing with the “Prior Approval” form. Prior approval is defined as the approval by two of the four standing committee chairpersons and the acknowledgement of the President of Council, or the President Pro Tempore of Council in the absence of the President. Prior Approval forms may be obtained from the Clerk.

ARTICLE XI - COUNCIL RULES AND ORGANIZATION

SECTION 1. The Council shall be a continuing body, but shall meet in the Council chamber, at its first meeting in January of each year, for the purpose of organization. Council shall adopt, by a majority vote of its members, its own Rules which shall not conflict with the City of Reynoldsburg Charter and which shall remain in effect, until amended, changed or repealed by a majority vote of the Members of Council. The rules shall go into immediate effect, unless a later date is specified, and shall not be subject to initiative or referendum. The Rules of Council shall provide: for the number, composition and manner of appointment of committees of council; and such other matters as Council shall determine to be necessary for the proper functioning and government of Council; i.e., (Sec. 3.10 CRC).

SECTION 2. In the absence of such rules, the parliamentary procedure set forth in Roberts Rules of Order, Newly Revised, shall prevail. A copy of “Roberts Rules of Order”, Newly Revised, shall be kept in the Clerk’s office at all times.

COUNCIL RULES OF PROCEDURE

REYNOLDSBURG CITY COUNCIL

2016

Attachment: Council Rules (2016) final (1416 : Changes to Council Rules)

COUNCIL RULES OF PROCEDURE
CITY OF REYNOLDSBURG, OHIO
EFFECTIVE 2016

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COUNCIL RULES OF PROCEDURE
CITY OF REYNOLDSBURG, OHIO
REVISED 2016

ARTICLE I - POWERS

No provision or section of these rules which conflicts with, or restricts those rights provided by the Constitution of the United States, the Constitution of the State of Ohio, the City of Reynoldsburg Charter, or the Revised Code of Ohio shall have any force or effect.

SECTION 1. *Section 731.05 Revised Code.* The Council takes due notice of the statutory limitation of powers set forth in Section 731.05 of the Revised Code of Ohio as follows: the powers of the legislative authority of a city shall be legislative only, unless otherwise provided in Title VII of the Revised Code or the City of Reynoldsburg Charter (CRC). All contracts requiring the authority of the legislative authority for their execution shall be entered into, and conducted to performance by the board, or officers having charge of the matters, to which they relate. After the authority to make such contracts has been given, and the necessary appropriation made, the legislative authority shall take no further action thereon.

SECTION 2. *Section 3.08 CRC.* The Council shall exercise all legislative powers of the City, and all powers granted to municipal corporations by the Constitution and laws of Ohio, which are not reserved by the Charter to other officers of the City, and which are not inconsistent with the Charter.

ARTICLE II - MEETINGS

SECTION 1. *Definitions*

As used in these Rules:

1. "Clerk", means the Clerk of Council.
2. "Assistant Clerk", means the Assistant Clerk of Council.
3. "Day", means calendar day.
4. "Meeting", means any prearranged discussion of the public business of Council by a majority of its members.
5. "Oral Notification", means notification given orally, either in person or by telephone directly to the person for whom such notification is intended, or by leaving an oral message for such person at the address, or if by telephone, at the telephone number, of such person as shown on the records kept by the Clerk, under these Rules.
6. "Post", means to post in an area accessible to the public during the usual business hours, at the Office of the Clerk, and at the following location: First Floor, Municipal Building.

7. "Published", means the Clerk shall cause to be published in a newspaper having circulation in the municipality, as defined in Section 4.14 CRC or Section 7.12 ORC.
8. "Quorum", A quorum at any meeting of Council shall consist of four (4) members of Council.
9. "Written Notification", means notification in writing, mailed, e-mailed, faxed or delivered, to the address of the person for whom notification is intended, as shown on the records, kept by the Clerk, under these Rules, or in any way delivered to such person. If mailed, the notification shall be mailed by first class mail, deposited in the U.S. Postal Service mailbox no later than the second day preceding the day of the meeting to which the notification refers, providing that at least one regular mail delivery day falls between the day of mailing and day of the meeting.

SECTION 2. Regular Meetings. The Council shall meet in regular session on the second and fourth Mondays of each month, unless such day is a nationally recognized holiday, in which case, the regular session may be held on the immediately succeeding Tuesday.

SECTION 3. Special Meetings. The Mayor, or any three members of Council may call special meetings upon at least twenty-four (24) hours notice, to each member personally served, or left at his or her usual place of residency; i.e., (Sec. 3.07(b) CRC).

SECTION 4. Time and Place of Meetings. All regular meetings of Council shall be held in accordance with Section 3.07 CRC. All Special meetings shall be at time and place as described on NOTICE. SPECIAL MEETING OF COUNCIL. Meetings of Council will normally be held in the room designated as Council Chambers in the Municipal Building in the City of Reynoldsburg, however, Council may by affirmative vote of a majority of members designate any other location necessary to the orderly conduct of Council affairs, however such meeting place must be within the City of Reynoldsburg.

SECTION 5. Open Meetings. All meetings of the Council shall be held in accordance with the general laws of Ohio pertaining to requirements for open meetings of public bodies; i.e., (Sec. 3.07(d) CRC).

A. NOTICE OF REGULAR AND ORGANIZATIONAL MEETINGS

1. The Clerk shall post a statement of the times and places of regular meetings, for each calendar year, not later than the second day preceding the day of the first regular meeting (other than organizational meeting). The Clerk shall check at reasonable intervals to ensure that each statement remains posted during such calendar year. If at any time during the calendar year, the time, or place of any regular meeting is changed on a permanent or temporary basis, a statement of the time and place of the changed regular meeting shall be posted by the Clerk, at least twenty-four (24) hours before the time.

2. The Clerk shall post a statement of the time and place of any organizational meeting, at least twenty-four (24) hours before the time of the organizational meeting.
3. Upon the adjournment of any regular or special meeting to another day, the Clerk shall promptly post notice of the time and place of such adjourned meeting.

B. NOTICE OF SPECIAL MEETINGS

1. Except in the case of a special meeting referred to in subsection C, paragraph 4 of this section, the Clerk shall post a statement of the time, place and purposes of such meeting no later than twenty-four (24) hours before the time of a special meeting.

C. NOTICE TO MEDIUM OF SPECIAL MEETINGS

1. Any news organization that desires to be given advance notification of special meetings, shall file with the Clerk a written request. Except in the event of an emergency requiring immediate official action as referred to in paragraph 4 of this section, a special meeting shall not be held, unless at least twenty-four hours advance notice of the time, place, and purposes of such special meeting is given to the news media, that have requested advance notification.
2. Request for such advance notification of special meetings shall specify: the name of the medium; the name and address of the person to whom written notifications may be mailed, or delivered; and the names, address, and telephone numbers (including address and telephone numbers at which notifications may be given either during or outside of business hours) of at least two persons, to either of whom, oral notifications to the medium may be given; and at least one telephone number which the request identifies as being manned, and which can be called at any hour for the purpose of giving oral notification to such medium. Any such request shall be effective for one year from the date of filing with the Clerk, until the Clerk receives written notice from the medium cancelling or modifying such request, whichever is earlier. Each requesting medium shall be informed of the period of effectiveness, at the time it files its request. Such requests may be modified, or extended, only by filing a complete new request with the Clerk. A request shall not be deemed to be made unless it is complete in all respects, and such request may be conclusively relied on by the Clerk.
3. The Clerk shall give such oral notification or written notification, or both, as the Clerk determines, to the news medium that has requested advance notification of the time, place and purposes of each special meeting, at least twenty-four (24) hours prior to the time of the special meeting.

4. In the event of an emergency requiring immediate official action, a special meeting may be held without giving twenty-four (24) hours advance notification thereof to the requesting news medium. Any of the persons calling such meeting, or the Clerk shall immediately give oral notification or written notification, or both, of the time, place, and purposes of the special meeting to the news medium that has requested advance notification. The notification of any such special meeting shall state the general nature of the emergency requiring immediate official action.

D. GENERAL

1. Any person may visit, or telephone the Office of the Clerk during the office's regular office hours to determine, based on information available at the office: the time and place of regular meetings; the time, place, and purposes of any then known special meetings; and whether the available agenda of any future meeting states that any specific type of public business is to be discussed at such meeting.
2. Any notification provided herein to be given by the Clerk, may be given by any person acting in behalf of the Clerk.
3. A reasonable attempt at notification shall constitute compliance with these Rules.
4. A certificate by the Clerk as to compliance with these Rules shall be conclusive upon Council.
5. To better insure compliance with these rules, it shall be the responsibility of the President of Council, and the Chairpersons of the Committees to timely advise the Clerk of future meetings, and the subject matters to be discussed.

ARTICLE III - OFFICERS

SECTION 1. *President of Council*

- A. The President of Council shall be elected from the City at large to a four year term of office. (Sec. 3.04(a) CRC).
- B. The President of Council shall be the presiding officer of the Council, but shall vote on any matter before the Council; only in the event of a tie vote among the members of Council. (Sec. 3.04(b) CRC).

SECTION 2. *President Pro Tempore*

- A. The Council shall appoint as a part of its organizational process, by a majority vote of its members, a member of Council to serve as the President Pro Tempore of the Council, to serve at the pleasure of the Council. (Sec. 3.05(a) CRC).
- B. The President Pro Tempore shall serve as the presiding officer of the Council during the temporary absence or disability of the President of Council, but while so serving shall retain the power to vote on all matters before the Council. (Sec. 3.05(b) CRC).
- C. In the absence of both the President of Council and President Pro Tempore of the

Council, an acting presiding officer shall serve as follows: Chairman of the Finance Committee, Chairman of the Service Committee, Chairman of the Safety Committee, Chairman of the Community Development Committee.

SECTION 3. Clerk of Council.

The Council shall appoint, by a majority vote of its members, a person to serve as the Clerk of Council, to serve at the pleasure of Council. (Sec. 3.06 CRC).

The Clerk of Council shall:

- A. Attend all Council meetings, regular and special.
- B. Prepare a Record of Proceedings of all Council meetings, which shall be termed the “minutes”, or journal, and be the custodian of such records. Meetings of City Council shall be recorded, and recordings made of meetings shall be retained in accordance with the City’s Record Retention Schedule.
- C. Prepare an agenda for each regular meeting of Council, and Committees.
- D. Furnish all transcripts, orders, and certificates, which may be properly required, and shall be entitled to charge for all attested certificates and transcripts, the same fees that are allowed by law to county officers for similar service: Provided, that the same shall be furnished free of charge, when ordered by the Council, or required by any Council Member or City Official, in the prosecution of official duties.
- E. Assign numbers, in their proper sequence, to all ordinances and resolutions, when such legislation is passed. Number assignments will be referenced in the official minutes of the Council proceedings.
- F. Maintain a permanent record of all ordinances or resolutions, and by appropriate notation, show passage or rejection, subsequent repeal, and amendment thereof.
- G. Perform all clerical duties incidental to the office.
- H. Be available during the hours specified by Council.
- I. Perform such other duties as directed by Council.

SECTION 4. Assistant ~~to~~ Clerk of Council.

An Assistant ~~to~~ the Clerk of Council shall be appointed by a majority vote of Council, and shall serve at the pleasure of Council. The Assistant Clerk of Council shall assume the duties and responsibilities of the Clerk of Council in their absence or at their request.

ARTICLE IV - COMMITTEES

SECTION 1. Standing Committees. Council shall have the following standing committees with the responsibilities as shown:

- A. FINANCE COMMITTEE: Review, investigate, and recommend Council action in all financial matters before Council, including budgets, appropriations, taxes, assessments, expenditures, general fiscal policy, administrative matters, appointments of elected officials, appointments to commissions, utility rates, and other special assignments.

- B. **SERVICE COMMITTEE:** Review, investigate, and recommend Council action in all matters of public utility services, storm sewers, transportation systems, zoning, land usage, annexation, and other special assignments.
- C. **SAFETY COMMITTEE:** Review, investigate, and recommend Council action in all matters of public buildings, streets, traffic safety, police protection, fire protection, health, disaster services, building codes, building inspection, and other special assignments.
- D. **COMMUNITY DEVELOPMENT COMMITTEE:** Review, investigate, and recommend to Council action in all matters pertaining to industrial and commercial development, general civic improvement, beautification, Recreation Department, public parks and other special assignments.

Requests for new employee(s) shall be considered by the committee responsible for the department requesting the new employee(s). Salary amount(s) should be included on the legislative file for consideration by this committee, prior to referring the topic to the Finance Committee for funding.

SECTION 2. A. *Special Ad Hoc Committees.* The President of Council may from time to time appoint special committees for limited purposes, subject to the approval of a majority of Council. The statement of purpose for all special Ad Hoc Committees shall contain a section setting forth the length of time required to complete their special purpose.

B. *Special Representative.* The President of Council may from time to time appoint a representative from Council to assess such areas as (but not limited to) constituent services, technological capabilities and budgetary matters. The purpose of this assessment is to facilitate better communication between the constituents and Council. The representative will report to the President of Council within the time period set by the President for further action by Council if necessary.

SECTION 3. *Composition of Committees.* Standing, and special committees shall consist of not less than three (3) members of Council, recommended by the President of Council, and approved by a majority vote of Council, at its organizational meetings. Such approved committee membership shall be in effect until such time as the Council committees reorganize, except that any member who resigns, or for any reason cannot serve, must be replaced by a majority vote of the Council. The Finance Committee shall be staffed with three of its members being the Chairpersons of the Community Development, Service, and Safety Committees, to promote continuity of purpose and aims, between the four standing committees. Each committee shall select their own chairperson. The President of Council shall be an ex-officio member of all committees, and shall vote on any action only in case of a tie vote.

SECTION 4. *Duties of Committee Chairperson*

- A. The Chairperson, as selected in Article IV, Section 3, shall preside over all committee meetings.
- B. The Chairperson shall:
 - 1. Appoint a vice-chairperson to serve in the chairperson's absence.
 - 2. With the assistance of the Clerk, prepare agendas, meeting minutes and provide supporting material that is germane to the discussion of items on the agenda, not less than two days before the next scheduled meeting.
 - 3. Be the sponsor of new legislation unless the Chairman designates another member of the Committee to sponsor the new legislation.
 - 4. Be responsible that legislation will not be sent from committee, to Council, except by a majority vote of committee, for first second or third reading. Legislation will either be forwarded to the Consent Agenda or Regular Agenda.
 - 5. With the assistance of the Clerk, be responsible for maintaining an up to date status of all legislation directed to the committee by inclusion of all active legislation, as agenda discussion items for every committee meeting, without exception, until such time as legislation has received final approval, or disapproval of Council, or is declared null and void by the authority of Article VII, Section 8A.
 - 6. When directed by the President of Council to conduct a study or survey, assure that the subject matter is continued on the agenda as an active discussion item, until such time as the committee report or resultant proposed legislation has been presented to Council.
 - 7. If desired, appoint as many citizen advisory members as may be necessary; however, no citizen advisory members shall vote on the recommendations of the committee, but may concur in either the majority or minority reports.

SECTION 5. Committee Agendas. For items to be considered before committees, approved requests including supporting documentation, shall be received by the Clerk not later than 5:00 p.m. 7 (seven) days prior to the Committee Meeting. Unless subject is of an emergency nature, no material will be received by Council on the meeting night. All officers of the municipality and members of the public are urged to cooperate with the Clerk in making the agenda complete and accurate. The person requesting the item, or a designee, shall attend the committee meeting for discussion of the item.

For contracts or expenditures exceeding the State of Ohio limit for competitive bidding as of 6/1/92 or for expenditures for any purpose which have not been included in current budgets:

- A. The City Auditor for certification of the following: (1) Availability of unencumbered funds (2) Account in which said funds are held (3) If such funds are not immediately available, the source of the necessary funds and the date such requested funds are expected to be available.
- B. The City Attorney for one of the following actions: (1) approval as to form; (2) approval as to form with comments; OR (3) not approved as to form with

comments. Contracts that have not met these requirements will not be sent for passage.

SECTION 6. *Committee Meetings.* Meetings of all committees of Council shall be public meetings, and whenever possible shall be held in public buildings, within the City of Reynoldsburg; however, each committee, by a majority of its voting members, may elect to hold meetings, wherever it deems necessary to properly further its assigned purpose. All committee meetings will be called by the Chairperson of such committee or by two (2) voting members, giving notice of the date, time and place to all members of the committee, and the Clerk. The Clerk shall notify all members of Council of all committee meetings. Any member of Council shall have the right to sit with any committee, present information, take part in any discussion, and question witnesses; however members of Council shall have a vote only when regularly assigned to such committee.

SECTION 7. *Committee of the Whole.* Council committees may meet as a Committee of the Whole to consider the Agenda of any Committee, if a quorum of an individual committee is not present at the meeting, provided that four members of Council are present. Succession to chair the Committee of the Whole meeting shall be: Committee Chairperson, Vice-Chairperson, senior member of Committee, senior member of Council. When meeting as a Committee of the Whole, each member present shall retain the right to vote.

SECTION 8. *Mandatory Referral.* All ordinances and resolutions shall be referred to an appropriate committee for review and recommendation for adoption or denial prior to final action being taken by Council. This provision may be suspended by an affirmative vote of a 2/3 majority of Council. Legislation awarding Contracts, are excepted from Mandatory Referral. (See CRC 8.04 (b)) **EXCEPTION:** When circumstances are warranted, legislation can be amended with emergency language and considered for adoption [without suspension of the provision] provided appropriate committee members are present, and topic has been discussed at least once in committee.

ARTICLE V - COUNCIL AGENDA

SECTION 1. *Content.* Before adoption of an ordinance or resolution, the committee chairperson or Clerk of Council may request the City Attorney review an ordinance to determine if it is a valid exercise of legislative authority.

SECTION 2. *Preparation.* The agenda for all meetings of Council shall be prepared by the Clerk, under the guidance of the President of Council, with the assistance of the President Pro Tempore of Council. No item requiring action may be placed on the agenda later than 7 (seven) days before a regular meeting, and less than twenty-four (24) hours prior to the time of a special meeting, unless as considered in Section 4 of this Article. Unless subject is of an emergency nature, no material will be received by Council on the meeting night.

SECTION 3. *Delivery.* It shall be the responsibility of the President of Council to make sure that the agenda is delivered to the members of Council on the Friday before a regular meeting, and not less than twenty-four (24) hours prior to the time of a special meeting.

SECTION 4. *Changes.* Any change to the published agenda shall not be made, other than by a majority vote of Council, on a motion to amend, which shall not be debatable, except for a brief statement of necessity, by the maker of the motion. Such motion shall require no second.

All matters listed under Item 10, Consent Agenda, are considered to be routine by the city council and will be enacted by one motion. There will not be separate discussion of items listed on the Consent Agenda. However, if discussion is desired on a particular item(s), that item will be removed from the Consent Agenda and will be considered separately.

The Clerk of Council shall read aloud the items to be considered part of the Consent Agenda before there is a motion for approval.

A typical motion for approval: "I move that the Consent Agenda, items 'a' through 'e' be approved as indicated," followed by a roll call vote, **or**

A typical motion to remove an item might be, "I move that we approve the Consent Agenda items 'a' through 'e' with the exception of item 'c'," followed by a roll call vote.

SECTION 5. *Order of Business.* The agenda should reflect the following order of business:

- Roll Call
- Invocation
- Pledge of Allegiance
- Approval of Minutes of previous meeting
- Approval of Agenda
- Community Comments and Requests
- Communications
- Reports
 - City Officials
 - Standing Committees
 - Special Committees
- Consent Agenda
- Motions
- Legislative Action One Reading Only
- Procedural readings:
 - First readings
 - Second readings
- Legislative Action:
 - Third readings
- Adjournment

It should be noted, that this section is directory in nature and not mandatory, and is subject to the discretion of the presiding officer.

ARTICLE VI - RULES OF ORDER

SECTION 1. *Rules of Order.* All deliberations of Council shall be governed by the

Constitution of the United States, the Constitution of the State of Ohio, the Revised Code of Ohio, the City of Reynoldsburg Charter, duly enacted ordinances and resolutions of the City of Reynoldsburg, Ohio, the Rules of Council of the City of Reynoldsburg, Ohio as contained herein, and in those areas of parliamentary procedure not specifically set forth in the foregoing documents, by Roberts Rules of Order, Newly Revised.

ARTICLE VII – LEGISLATION

SECTION 1. *Definitions.*

- Ordinance: Refers to the type of action by Council which is of a general or permanent nature, creates a right, grants a franchise, or involves the expenditure of money, the levying of a tax, or authorizes the purchase, lease, sale or transfer of property.
- Resolution: Refers to a declaration of intent or purpose, the authorization of some temporary act or administrative procedure. A resolution may initiate, direct, or carry out administrative duties and functions, which are granted to the legislative body under statutory laws, the City of Reynoldsburg Charter, or Municipal ordinance.
- Motion: Refers to action used to conduct the business of Council, in procedural matters, for elections conducted among Council members, appointments by the Council, resolutions of expression by the Council, decisions not requiring ordinance or resolution, and as otherwise provided in the CRC.
- Majority: Four (4) members of Council shall constitute a majority for normal transaction of business.
- 2/3 Majority: A two-thirds (2/3) majority shall mean five (5) members of Council.
- 3/4 Majority: A three-fourths (3/4) majority shall mean six (6) members of Council.

SECTION 2. *Form of Action of Council.* Except as otherwise provided in the CRC, action of Council shall be by ordinance, resolution, or motion. Motions shall be used to conduct the business of Council, in procedural matters, for elections conducted among Council members, appointments by the Council, and as otherwise provided in the CRC. All other action shall be taken by ordinance, or resolution. No action of Council shall be invalidated, merely because the form thereof fails to comply with the provisions of this Section; i.e., (Sec. 4.02 CRC).

SECTION 3. *Introduction of Legislation.* Any member of Council may introduce any ordinance or resolution, at a regular or special meeting, which shall be in written or printed form, and shall contain a concise title; i.e., (Sec. 4.02 CRC).

SECTION 4. *Form of Ordinances and Resolutions.*

- A. The form, and style of ordinances, and resolutions shall be determined by the Rules

- of Council.
- B. Each ordinance, or resolution shall contain only one subject, which shall be expressed in its title; provided that appropriation ordinances may contain the various subjects, accounts, and amounts for which monies are appropriated, and that ordinances and resolutions which are codified, or recodified, are not subject to the limitation of containing one subject; i.e., (Sec. 4.02 CRC).
 - C. Resolutions primarily and exclusively for recognition, shall be adopted upon a favorable vote at the first reading.

SECTION 5. *Reading Ordinances and Resolutions.*

- A. Each ordinance, and resolution shall be read on three different days, occurring with at least one week between readings, unless the Council suspends this rule concerning readings, by a vote of at least three-fourths of the members of Council; provided that ordinances and resolutions passed as emergency measures, need not conform to this subsection, but shall be read at one meeting of the Council.
- B. Ordinances, and resolutions shall be read by title only, unless the Council determines that a reading shall be in full by a majority vote of its members; i.e., (Sec. 4.04 CRC).
- C. *Suspension.* Any provision of the Article except as noted in Section 4, may be suspended by an affirmative vote of 2/3 majority of Council.

SECTION 6. *Vote Required for Passage.* The vote on the question of passage of each ordinance, resolution and motion shall be taken by “ayes” and “nays”, and entered on the Journal, and none shall be passed without concurrence of a majority of the members of Council. Each emergency ordinance, or resolution and each ordinance or resolution, vetoed by the Mayor which is subsequently approved by the Council, over-riding the Mayor’s veto, shall require the affirmative vote of at least two-thirds of the members of Council, for its enactment.

SECTION 7. *Emergency Legislation.* Each emergency ordinance or resolution shall determine that the ordinance or resolution is necessary for the immediate preservation of the public peace, health or safety, or that its passage is urgently required for the financial needs of the City’s government, and shall contain a statement of the necessity or urgency requiring its passage as an emergency measure; i.e., (Sec. 4.07 CRC).

If an emergency ordinance or resolution shall fail to receive the required two-thirds affirmative vote, but receives the necessary majority for passage, as non-emergency legislation, it shall become effective as non-emergency legislation.

SECTION 8. *Pending Legislation.*

- A. All ordinances, resolutions and motions that have been postponed in excess of six

(6) months shall be considered null and void, and any further action on the subjects covered shall be reintroduced as new legislation.

SECTION 9. *Amending Legislation.* Any new language, or any additions to the code or existing ordinances, or resolutions shall be distinguished by capital letters, underlined, “or” bold face type so that any change is readily apparent. Deletion of existing language shall be shown by lining out the language to be removed. Amendments to legislation shall be made at a Council meeting or appropriate Committee meeting.

SECTION 10. *Reconsidering.* The action of Council could be reconsidered by the implementation of the Vote to Reconsider. Such motion to be made by a member of the prevailing side, to be done at (1) the same meeting or (2) the next meeting of Council following the meeting at which the action to be reconsidered occurred. A member of the prevailing side is defined as a member who voted for an action that passed or against an action that was defeated.

ARTICLE VIII - RULES OF DISCUSSION

SECTION 1. *Policy.* When an ordinance, resolution or motion is before Council, or when a member of the public wishes to address Council, an adequate opportunity must be provided for all members of Council to be heard. However, in order to expedite business, the rules of discussion contained in this Article are set forth as the official policy of Council. Speaker slips shall be filled out completely including name, address, organization represented if any, the agenda item to be addressed, the subject if the person wishes to address a non-agenda item, and shall be filed with the Clerk of Council prior to the start of the meeting.

SECTION 2. *Duty of Presiding Officer.* The Presiding Officer shall recognize members, and other persons who wish to address Council, prior to such member, or person taking the floor. All persons not personally known by Council, shall furnish their name, address, and the reason for their appearance, upon request of the Presiding Officer, prior to being recognized.

The Presiding Officer may utilize the following rules when exercising control of the discussion on any ordinance, resolution or motion, or when a member of the public wishes to address Council:

- A. All members shall speak only from their place at the Council table, and all other persons addressing Council shall do so from a place so designated;
- B. No member or person shall be permitted to speak longer than three minutes at any one time or longer than a total of five minutes;
- C. No member or person shall be permitted to speak more than two times;
- D. While members may yield to other members, the limitations set forth in B and C above shall prevail’;
- E. No member or person shall be permitted to speak the second time, until all members have been given the opportunity to be heard at least once;
- F. If the subject does not concern the legislative responsibilities of the Council, the Presiding Officer may refer the person to the proper administrative officer, another public forum or deny the request;
- G. No member or person shall use language or subject matter containing obscenity or

- partisan political propaganda;
- H. No member or person shall conduct themselves in a disorderly manner or engage in disruptive behavior;
- I. All members and persons addressing Council shall be subject to the duty of the Presiding Officer to preserve the order and decorum of a public meeting;
- J. The Presiding Officer, subject to a challenge by a majority of Council, may refuse the floor to any member or person where the tactics are obviously dilatory, and not in the best interest of Council;
- A. The above rules may be suspended to permit unlimited debate, by a vote of three-fourths majority of Council.

ARTICLE IX - VOTING

SECTION 1. Voting. Except as otherwise provided in these rules, the Ohio Revised Code or the CRC, all resolutions and ordinances will be voted upon in open council, and shall be oral roll call votes. The roll call voting shall be different from successive meetings as called by the Clerk. The Clerk shall call the roll and each Council member will respond either “Aye”, “Nay” or “Abstain”. No other comment will be considered proper during the voting. The Clerk must record the vote, and the same shall be preserved in the minutes of the meeting. After the vote is complete, the Presiding Officer shall announce the results thereof. Except as otherwise provided herein, or by law (U.S.C., O.R.C., C.R.C.), a majority shall carry any resolution, ordinance or motion. The President of Council shall vote only to break a tie. No question concerning the vote of any member will be proper, after the vote is called.

SECTION 2. Abstaining Vote. No member shall be questioned concerning an abstaining vote. The decision to abstain is a matter personal to each member, and under no condition may this action be challenged. Each member is urged to use careful discretion in this matter. An abstaining vote shall not be counted as either an “Aye” or a “Nay”, but shall remain neutral.

If a member anticipates abstaining due to a conflict of interest, they are encouraged to refrain from participating in the discussion.

ARTICLE X - EXPENDITURE OF COUNCIL FUNDS

SECTION 1. Prior Approval of Expenditures. Prior approval must be obtained before any member of Council, including the President of Council and the Clerk of Council, may attend a conference or seminar. Upon completion of the conference or seminar, every member of Council, including the President of Council and the Clerk of Council, attending a conference or seminar shall provide an agenda, or other printed material relevant to the subject matter covered, to the Clerk for filing with the “Prior Approval” form. Prior approval is defined as the approval by two of the four standing committee chairpersons and the acknowledgement of the President of Council, or the President Pro Tempore of Council in the absence of the President. Prior Approval forms may be obtained from the Clerk.

ARTICLE XI - COUNCIL RULES AND ORGANIZATION

SECTION 1. The Council shall be a continuing body, but shall meet in the Council chamber, at its first meeting in January of each year, for the purpose of organization. Council shall adopt, by a majority vote of its members, its own Rules which shall not conflict with the City of Reynoldsburg Charter and which shall remain in effect, until amended, changed or repealed by a majority vote of the Members of Council. The rules shall go into immediate effect, unless a later date is specified, and shall not be subject to initiative or referendum. The Rules of Council shall provide: for the number, composition and manner of appointment of committees of council; and such other matters as Council shall determine to be necessary for the proper functioning and government of Council; i.e., (Sec. 3.10 CRC).

SECTION 2. In the absence of such rules, the parliamentary procedure set forth in Roberts Rules of Order, Newly Revised, shall prevail. A copy of “Roberts Rules of Order”, Newly Revised, shall be kept in the Clerk’s office at all times.

Human Resources

Sandra Boller
7232 E. Main Street
Reynoldsburg OHIO 43068
614-322-6868 Phone

ORDINANCE REQUEST

DATE: May 9, 2016

TO: Finance Committee

RE: ORDINANCE AUTHORIZING MAYOR TO ENTER INTO
CONTRACT BETWEEN THE CITY OF REYNOLDSBURG AND
FRATERNAL ORDER OF POLICE, CAPITAL CITY LODGE NO. 9
AND DECLARING AN EMERGENCY.

Emergency/Suspension: Emergency

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

Request authorization for Mayor to enter into to collective bargaining agreement with Fraternal Order of Police (FOP) from 1/1/2016 through 12/131/2018 and declaring it an emergency.

Statement of necessity: Financial needs of the City's government.

Request authorization for Mayor to enter into to collective bargaining agreement with Fraternal Order of Police (FOP) from 1/1/2016 through 12/131/2018 and declaring it an emergency.

CONTRACT BETWEEN
THE CITY OF REYNOLDSBURG
AND
THE FRATERNAL ORDER OF POLICE
CAPITAL CITY LODGE #9
JANUARY 1, ~~2013~~ 2016 THROUGH DECEMBER 31, ~~2015~~ 2018

Attachment: 2016-2018 FOP Tentative agreement (1402 : FOP 2016-2018 Contract)

FOP, Capital City Lodge No. 9 and City of Reynoldsburg
2016-2018 Tentative Agreement

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**ARTICLE 1
CONTRACT**

Section 1.1 Contract. This Contract is made and entered into by and between the City of Reynoldsburg, Ohio (hereinafter referred to as the “City”), and the Fraternal Order of Police, Capital City Lodge #9, (hereinafter referred to as the “Lodge”).

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

Section 1.3 Legal References.

- A. Unless otherwise indicated, the terms used in this Contract shall be interpreted in accordance with the provisions of Chapter 4117 of the Revised Code. Where this Contract makes no specification about a matter, the City, members and the Lodge are subject to all applicable federal and state laws or local ordinances pertaining to the wages, hours, and terms and conditions of employment for public employees. However, said laws and ordinances are not incorporated into this Contract. Laws pertaining to civil rights, affirmative action, unemployment compensation, workers’ compensation, and retirement of members are not superseded by this Contract, except where supplemental workers’ compensation or supplemental unemployment compensation have been negotiated and included herein. The conduct and grading of civil service examinations, the rating of candidates, the establishment of eligibility lists from the examinations and the original appointments from the eligibility lists are not subjects of bargaining under this Contract.
- B. Should any part of this Contract be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of this Contract be restrained by any such tribunal pending a final determination as to its validity, such invalidation or temporary restraint shall not invalidate or affect the remaining portions hereof or the application of such portions to persons or circumstances other than those to whom or to which it has been held invalid or has been restrained. In the event of invalidation of any portion of this Contract, upon written request by either party, the parties shall meet within a reasonable time (not to exceed 28 calendar days) in an attempt to modify the invalidated provision through negotiations.

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

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

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

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

ARTICLE 2 RECOGNITION

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

Section 2.2 Bargaining Unit. There are established one (1) Bargaining unit within this Contract. This Bargaining unit consists of all sworn full-time members of the Reynoldsburg Division of Police (hereinafter referred to as the "Division") who are below the rank of Sergeant. Reference throughout this Contract to member or members shall mean members within the Bargaining unit, unless specified otherwise.

ARTICLE 3 LODGE SECURITY

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

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

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

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

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

Section 3.2 Fair Share Fee.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4 NONDISCRIMINATION

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

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

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

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

ARTICLE 5 GRIEVANCE PROCEDURE

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

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

Any Lodge Grievance must be filed in writing at Step 2 within fourteen calendar days of the occurrence which gave rise to the grievance, or within fourteen (14) calendar days of the date on which the Lodge knew or should have known of the occurrence giving rise to the grievance.

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

Section 5.3 Grievance Representatives. Members of the Bargaining unit shall elect three (3) grievance representatives, one for each shift and one of whom shall serve as Grievance Chairman for the unit.

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

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

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

- A. Step 1 – Chief of Police To initiate a grievance, a member shall complete a written Grievance Form and present the grievance to the office of the Chief of Police within fourteen (14) calendar days of the occurrence which gave rise to the grievance, or within

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fourteen (14) calendar days after the member first became aware of the occurrence giving rise to the grievance; otherwise the grievance will be considered to have no force and effect. In no case will a grievance be considered which is submitted later than forty-five (45) calendar days following the date of the occurrence. This forty-five (45) calendar day limit is designed to accommodate members who were on leave status at the time of the occurrence. A member returning from leave has fourteen (14) calendar days to file a grievance over an occurrence during the term of his or her leave, provided the forty-five (45) day limit is not exhausted.

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

The Chief or Chief's designee shall investigate and respond in writing to the member within seven (7) calendar days following the Step 1 meeting.

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

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

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

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

Section 5.7 Representation in Meetings. In each Step of the Grievance Procedure outlined in Section 5.4, certain specific representatives shall be given approval to attend the meetings therein

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prescribed. It is expected that, in the usual grievance, these will be the only representatives attending such meetings. However, it is understood by the parties that in the interest of resolving grievances at the earliest possible Step, it may be beneficial that other representatives, not specifically designated, be in attendance. Therefore, it is intended that either party may bring additional representatives (who, if members, will attend without pay unless the meeting is held during the member's regularly scheduled work time) to any meeting held pursuant to the Grievance Procedure, but only upon advance mutual agreement among the parties specifically designed to attend that such additional representatives have input which may be beneficial in attempting to resolve the grievance.

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

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

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

ARTICLE 6 ARBITRATION

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

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

Section 6.3 Authority of Arbitrator. The arbitrator shall conduct a fair and impartial hearing pertaining to the grievance. The arbitrator shall afford both the City and the Lodge the opportunity to be heard, to present and examine witnesses, to offer documentary and other evidence and to submit post-hearing briefs. The arbitrator shall issue a written decision setting forth his or her decision and rationale in support of said decision. It is expressly understood and agreed that the arbitrator shall be without jurisdiction or authority to detract from, alter, add to or otherwise amend in any respect, any of the provisions of this Contract or any supplements or appendices thereto. It is agreed and understood that the jurisdiction and authority of the arbitrator shall be expressly

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limited by the provisions of this Contract. It is further agreed that no grievance shall be arbitrated together with any other grievance except by mutual consent of the parties.

Section 6.4 Arbitration Costs. The costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator and the rent, if any, for the hearing shall be borne by the losing party. Each party shall be responsible for its respective AMS fees. In the event that the arbitrator's decision fails to grant the requested award of either party and represents a "split decision," the cost and fees of the arbitration shall be borne equally by the parties. The arbitrator shall be requested to rule on the assignment of costs at the time of presentation of the award. The expenses of any non-employee witness shall be borne, if any, by the party calling them. The fees of the Court Reporter shall be paid by the party asking for one; such fee shall be split equally if both parties desire a reporter, or request a copy of the transcripts. Any member in attendance for such hearing shall not lose pay or any benefits to the extent such hearing hours are during his or her normally scheduled working hours on the day of the hearing.

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

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

ARTICLE 7 LODGE REPRESENTATION

Section 7.1 Lodge Release Time. Each Grievance Representative shall be released with pay from regular job duties for up to eight (8) hours per calendar year to attend grievance training sessions conducted by or sponsored by the Lodge. Approval for such release time shall be obtained from the Chief or designee and shall not be unreasonably withheld.

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

ARTICLE 8 NO STRIKE/NO LOCKOUT

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

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

- A. The City and Lodge agree that the Grievance Procedure is adequate to provide a fair and final determination of all grievances arising under the terms of this Contract. It is the desire of the Lodge and City to avoid strikes and work stoppages and any and all other conduct set forth above in this Section.
- B. The Lodge and its officers, agents and members shall not authorize, condone, ratify, permit, sanction or acquiesce in any of the activities described in this Section and, should any such activities occur, the Lodge, by its officers, agents and members, shall be obligated to take affirmative steps to terminate such activities including promptly ordering its members to resume their normal work duties, notwithstanding the existence of any picket line.

**ARTICLE 9
MANAGEMENT RIGHTS**

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

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

- A. Determine the size and composition of the Division workforce, the organization structure of the Division and the methods by which operations are to be performed by members;
- B. Manage the Division's budget;
- C. Determine the nature, extent, type, quality and level of services to be provided to the public by members and the manner in which those services will be provided;
- D. Determine, change, maintain, reduce, alter or abolish the technology, equipment, tools, processes or materials members shall use;
- E. Determine job descriptions, procedures and standards for recruiting, selecting, hiring, training and promoting members;
- F. Assign work, establish and/or change working hours, schedules and assignments as deemed necessary by the Division to assure efficient operations;
- G. Direct and supervise members;
- H. Establish and/or modify performance programs and standards, methods, rules and regulations, and policies and procedures applicable to members;

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- I. Hire, evaluate, promote, retain, transfer (permanently or temporarily), or assign (permanently or temporarily) members;
- J. Discharge, remove, demote, reduce, suspend, reprimand or otherwise discipline members for just cause;
- K. Lay off members because of lack of work or funds, or under conditions where continued work would be ineffective, nonproductive or not cost effective;
- L. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the City, standards of services, its overall budget, utilization of technology, and organizational structure;
- M. Maintain and improve the efficiency and effectiveness of the City's operations;
- N. Determine the overall methods, process, means or personnel by which the City's operations are to be conducted;
- O. Determine the adequacy of the workforce;
- P. Determine the overall mission of the Employer;
- Q. Effectively manage the workforce; and
- R. Take actions to carry out the mission of the City.

ARTICLE 10
INTERNAL INVESTIGATIONS, CORRECTIVE ACTIONS
DURATION OF RECORDS AND PERSONNEL FILES

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

- A. Whenever an investigation appears to be leading to the possibility of a member being disciplined, the member will be so advised, provided a copy of any written complaint or a written narrative of any anonymous complaint and advised of the right to Lodge representation prior to any questioning. During such questioning, the member has the right to be represented by a Lodge representative or a Lodge attorney, provided that such representative is not also a subject of the investigation.
- B. Whenever an investigation appears to be leading to the possibility of criminal charges being brought against a member, the member will be so advised and informed of the general nature of the criminal investigation prior to any questioning. The member may assert his or her right not to answer any questions in a criminal investigation. During any criminal investigation the member has the right to be represented and advised by an attorney.

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- C. In all internal investigations, the member's chosen Lodge representative or Lodge Attorney shall have a reasonable period of time to appear for the investigation.
- D. Before a member may be charged with insubordination for refusing to answer questions or participate in any investigation, the member shall be advised that such conduct, if continued, may be the basis for such a charge.
- E. Any interviewing of a member will be conducted at hours reasonably related to his or her shift, preferably during his or her work hours, unless the seriousness of the offense in question warrants otherwise. Sessions shall be for reasonable periods of time, and time shall be allowed during such interviews for rest periods and attendance to other physical necessities.
- F.
 - (1) Members shall be informed of the nature of the investigation prior to any questioning, including whether or not the investigation is focused on the member for either a potential felony or misdemeanor charge if known at the time.
 - (2) The City shall request that a complaining party provide a signed written statement of his or her complaint. An anonymous complaint must be reduced to a written narrative prior to any questioning of a member.
- G. When a member or any other witness is being interviewed in an internal investigation, such questioning shall be tape recorded by the Division.
- H. Any evidence obtained in the course of internal investigations through the use of threats, coercions, or promises shall not be admissible in any subsequent criminal action or internal hearing. However, explaining to a member that potential corrective action could result if the member continues to refuse to answer questions or participate in an investigation shall not be construed as such threats, coercions, or promises. Further, explanation of the potential disciplinary consequences as to the matter under investigation shall not be construed as a threat or coercion.
- I. In the course of internal investigations, a member may be given a polygraph examination, voice stress analysis or other purported truth detection examination only if the member is within the primary focus of the investigation or a known witness to an incident which precipitates the investigation, and at the member's written request directly to the Chief. No such examination shall be administered without the member's written consent. Polygraph examinations shall be administered by a polygraph examiner certified by a school accredited by the American Polygraph Association, provided that the polygraph examiner is from an outside agency and has no interest in the proceedings, and further provided that the selection of the polygraph examiner is made by mutual agreement of the member and the City. No such examination may be given without the advance permission of the Chief or Chief's designee. The results of the examination shall not be used in any subsequent criminal action unless agreed to by both parties. For purposes of this Contract, polygraph examinations include only those instruments that are acceptable to the courts in the State of Ohio.

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- J. When a member is to be interviewed in an investigation of any other member, such interview will be conducted in accordance with the procedures established in this Section.
- K. When any anonymous complaint is made against a member and there is no corroborative evidence and none can be found after an investigation, the complaint shall be classified as unfounded but the member shall be informed in writing of the complaint and the outcome of the investigation at the conclusion of the investigation.
- L. A member who is charged with violating Division orders or regulations will be provided access to pertinent data related to the completed investigation. Such access shall be provided no later than fourteen (14) days in advance of any Division hearing related to the charge involved.
- M. All complaints, internal investigations and Division charges shall initially be under the province of the Chief who will designate which Sergeant or Lieutenant shall conduct an investigation and make recommendations to the Chief through the chain of command. If, at the time the Chief designates an Investigator, the Chief reasonably believes that the allegations, if sustained after investigation, would result in a recommendation to the Safety Director of the member's termination, the Chief will assign the investigation to a Lieutenant to conduct. The Sergeant is not required to make a disciplinary recommendation.
- N. The Division shall make every effort to complete internal investigations within ninety (90) calendar days. If for any reason the City cannot accomplish this, the Chief shall inform the affected member in writing of the expected completion date, which in any case shall not exceed one hundred twenty (120) calendar days after the date the complaint is filed. At the conclusion of an investigation the Chief shall notify the affected member in writing of the investigation outcome within thirty (30) calendar days thereafter. If an investigation is not completed within one hundred twenty (120) calendar days from the date the complaint is filed or if the Chief does not notify the member within thirty days (30) after the conclusion of the investigation, the member under investigation shall not be subject to discipline. The time periods set forth in this section shall automatically be extended by any delays in the investigation occasioned by the member or Lodge.
- O. If any of these procedures are violated, such violations shall be subject to the Grievance Procedure beginning at Step 2.

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

- A. For charges other than serious offenses, insubordination or violations that could amount to a violation of law, the principles of progressive action will be followed. The progression will at least include documented warning before a written reprimand, a written reprimand before a suspension and a suspension before demotion/removal for the same or related offenses. If the offense is of a serious nature, the Chief may determine that a different sequence of discipline be utilized.

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- B. Every newly hired member will be required to successfully complete an initial probationary period. The initial probationary period shall be twelve (12) months from the date of hire. A newly hired probationary member may be suspended or terminated at any time during the initial probationary period for unsatisfactory service and shall have no right to appeal the suspension or termination under Article 5 and 6 of this Contract. Any such removal or suspension shall be subject to the provisions of Section 10.2(A).

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

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

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

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

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

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

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

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

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

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

Suspensions shall be removed and destroyed from the file, upon the member's request, four (4) years after such action was taken, provided that no further corrective action of the same or similar nature has occurred and further provided that the City can show no compelling need to retain such records beyond this time limit. Where a suspension is maintained in a member's personnel file because further corrective action of the same or similar nature has occurred, the original suspension will be maintained for four (4) years from the date of any subsequent corrective action.

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

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

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

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

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

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

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

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

ARTICLE 11 WORK RULES AND DIRECTIVES

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

ARTICLE 12 LABOR RELATIONS MEETINGS

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

Section 12.2 Labor Relations Meetings. The parties hereto agree to hold labor relations meetings at a mutually agreed time as necessary upon the written request of either party to the other, but labor relations meetings shall be held no less often than once every four (4) months, upon the request of either party to the other. The request shall include an agenda stating the matters to be

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discussed. The parties agree to review all outstanding grievances at labor relations meetings. The City and the Lodge may have up to five (5) representatives in attendance at the meetings. The Committee may discuss a matter which is covered by this Contract and may make recommendations to the City and the Lodge as to any modification of the contract.

Section 12.3 Release Time. Efforts will be made to schedule meetings at such times as to minimize City release time. Permission shall be granted to those members who are on duty and whose presence at the scheduled meeting is necessary or appropriate to attend at no loss of pay or benefits. All members are subject to recall to duty if and when needed.

Where practicable, one Lodge Committee Member shall be allowed to adjust his or her work hours on the day of the Labor Relations Meeting so that he or she may attend the meeting in paid work status. Such a request must be made in advance of the meeting. Notwithstanding any other provision of this Contract, in the event of such work hour adjustment, the Chief has the authority to mandate scheduling changes in order to cover the vacated work hours/shift.

ARTICLE 13 LAYOFFS, JOB ABOLISHMENT AND REINSTATEMENTS

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

Section 13.2 Job Abolishment. Members may be laid off as a result of abolishment of positions. A member whose position is to be abolished may first fill any available vacancy in the Police Officer rank and so on down until the youngest member in point of service has been reached, who shall be laid off.

It is understood that a Sergeant who is displaced due to a layoff may fill any available vacancy in the bargaining unit; if no such vacancy exists, the Sergeant may displace the least senior Police Officer. If a Sergeant returns to a Police Officer position, no seniority credit shall be given to him or her for time spent in any position outside the bargaining unit; however, such individual shall be credited with any seniority the individual had as a Police Officer prior to leaving the bargaining unit.

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

1. A rationale for layoff or displacement;
2. The effective date of the layoff or displacement;
3. A listing of the member's seniority in relation to other members of both Bargaining Units;

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4. A statement advising the member of his or her responsibility to maintain a current address with the Division.

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

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

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

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

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

ARTICLE 14 MISCELLANEOUS PROVISIONS

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

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

Section 14.3 Antinepotism.

A. Definitions:

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1. Family (for purposes of this section only): Mother, father, sister, brother, spouse, son, daughter, or grandparent of the member or member's spouse.
 2. Spouse: Those people living together, married or unmarried, in an espoused relationship, which is defined as two (2) people living together, sharing bed and board, siring children, sharing financial, recreational and social activities together without benefit of a marriage license or marriage ceremony.
- B. Members of the family (as defined above) will not be considered for employment in the Department if such employment would put the two (2) in a supervisory/subordinate capacity or if one (1) of the individuals is in a position having access to confidential material. The employment of other close relatives is discouraged.
- C. Members employed prior to January 1, 1990 who are presently working in the Division, and are from the same family, will be exempted and "grandfathered" from the applicability of the foregoing provisions. As to such members, the following shall apply:
1. Members of a family may not be in the position of approving the time card of another member of their family.
 2. Time cards and changes in posted employee schedules, after shift bidding, for members of a family within the Department shall be subject to approval by the Chief, which shall not unreasonably be withheld.
 3. The Mayor or Mayor's designee shall be responsible for monitoring these situations to ensure that there are no violations or problems created.
 4. Members of a family shall not be in a position to affect any matter that involves another family member.
- D. If two (2) members become married during the course of their employment and are in a supervisory/subordinate relationship on the same shift, one (1) of the two (2) must change shifts. The choice regarding which member shall change shifts shall be made by the members themselves. If the members refuse to decide who will change shifts, the decision will be made by a coin flip.

ARTICLE 15 ASSIGNMENTS AND SENIORITY

Section 15.1 Filling of Patrol Assignments. All Patrol shift assignments shall be posted annually between November 1 and November 15 for the following year. Members may submit their requests for shifts based on seniority during this period. No such request shall be unreasonably denied. Once a member has completed eighteen (18) months of continuous service, he or she shall be eligible to participate in the annual bidding for Patrol assignments to be able to participate in any interim bidding for Patrol assignments, a member must have participated in one (1) annual bidding process for Patrol assignments. The member with the highest seniority will have the first choice of patrol shift assignment. Seniority will be determined in accordance with the provisions of Section 15.3. This process will be followed in shift assignment.

Should any opening occur during the year one interim bidding process shall be followed to fill the opening, provided that if no member applies for the opening, the Chief retains discretion to fill the opening by assigning the least senior member. An opening is defined as any assignment which

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was posted annually between November 1 and November 15. The interim process shall be initiated by the posting of the available Patrol assignment, with members being given five (5) calendar days to respond in writing to the posting indicating interest in the assignment. The most senior member indicating interest shall be given the assignment on a date that meets operational needs. The interim bidding process shall not apply to any subsequent opening which would occur as a result of this procedure being used to fill the first opening.

Section 15.2 Filling of Non-Patrol Job Assignments. Whenever the City determines that a vacancy occurs in a job assignment, the Division shall post the job assignment opening for fifteen (15) calendar days and shall allow any interested members of the same rank to apply within the posting period. The Division shall provide notice on the job posting as to any specialized training and/or technical skills which will be required for the assignment after the assignment is made. In filling the job assignment, the Division shall give consideration to all applicants who apply. Skill, ability, work record and seniority shall be the criteria for selection of an applicant to fill a job assignment vacancy. **Each of the criteria shall be assigned a numerical score of 25% of the total. Sick leave shall be considered only to the extent it is referenced in the performance evaluation.** For any Non-Patrol assignment, an applicant must have a minimum of two (2) years of continuous service in a patrol assignment upon release from the FTO program in order to receive consideration. When ~~all other criteria~~ **the scores of the applicants** are equal, seniority will be the deciding factor as to such assignment. For purposes of filling vacant assignments, seniority shall be determined in accordance with the provisions of Section 15.3.

Upon execution of this agreement, the parties will schedule a labor-management meeting to discuss the process used for filling non-patrol job assignments and for the Lodge the opportunity to provide input on potential revisions to the performance evaluation used for bargaining unit members.

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

- A. For Police Officers, seniority shall be the member's length of continuous service as a full-time Police Officer with the Division.
- B. Seniority shall be lost upon occurrence of any of the following events:
 - 1. Removal for just cause;
 - 2. Resignation, including resignation for purposes of regular retirement;
 - 3. Layoff for a period of time exceeding twelve (12) months;
 - 4. Unexcused failure to return to work upon expiration of an approved leave of absence; or,
 - 5. Unexcused failure to return to work upon recall from layoff.

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

- C. "Continuous service" shall not include any period of time due to:
 - 1. Suspension of more than three (3) days;
 - 2. Unauthorized leave of absence;

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

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

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

ARTICLE 16 POLITICAL ACTIVITY

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

ARTICLE 17 PROMOTIONS

Section 17.1 Promotions to Sergeant. Promotions to the rank of sergeant shall occur from a competitive promotional examination open to members of the police department who have attained at least sixty (60) months as a sworn Police Officer for the City of Reynoldsburg as of the date the written examination. The Civil Service Commission is responsible for the administration of the competitive promotional examination pursuant to rules promulgated by the Commission, except as modified by this Contract.

Section 17.2 Notice of Examinations. The Civil Service Commission shall give notice of promotional examinations for the rank of Sergeant by posting of bulletins in conspicuous places in the Division. Such notice shall be given not less than sixty (60) calendar days prior to the date of the written examination. Applications for promotional consideration shall be submitted during the posting period specified by the Commission.

The notice shall contain a list of the resource material for the written examination. At least three (3) copies of the resource material shall be available at the Division at the time of posting of the written examination notice solely for the members who have submitted applications for promotional consideration.

Section 17.3 Competitive Promotional Examination Components. The competitive examination for Sergeant shall have two components, a closed book, multiple choice written examination comprising 50% of the total score and an oral board comprising 50% of the total score. In order to

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proceed to the oral board, a member must receive a minimum passing score of 70% on the written examination. The oral board shall be held within sixty (60) days of the written examination.

Section 17.4 Addition of Seniority Credit. When the entire examination has been completed and graded, seniority credit shall be added to the total score to determine the final promotional examination score. A maximum of 10% of the total possible examination score shall be added for seniority credit. A member's final examination score shall include seniority credit. The date for calculation of seniority credit shall be the date upon which the oral board component is held.

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

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

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

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

Section 17.7 Promotional Appointment. The Mayor shall make promotions from the eligible list by promoting from the top four (4) ranked individuals for any vacancy in the rank of Sergeant.

Section 17.8 Continuous Eligible List. The City shall make every reasonable effort to schedule examinations so that an eligible list is continuously in existence for the rank of Sergeant.

ARTICLE 18 PAY PLAN

Section 18.1 Wages.

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

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EFFECTIVE JANUARY 1, 2013 2016– 2% 3% Increase						
Class Title	Pay Period	Step 1	Step 2	Step 3	Step 4	Step 5
Police Officer	Hourly	\$22.71 \$25.88	\$24.92 \$28.41	\$28.62 \$32.62	\$31.88 \$36.34	\$35.75 \$40.76
	Bi-weekly	\$1,816.42 \$2,070.53	\$1,993.49 \$2,272.37	\$2,289.70 \$2,610.01	\$2,550.00 \$2,906.73	\$2,860.08 \$3,260.19
	Annually	\$47,226.82 \$53,833.59	\$51,830.69 \$59,081.51	\$59,532.10 \$67,860.30	\$66,300.00 \$75,575.00	\$74,362.08 \$84,764.92

EFFECTIVE FIRST PAY, JULY, 2013— 1% Increase						
Class Title	Pay Period	Step 1	Step 2	Step 3	Step 4	Step 5
Police Officer	Hourly	\$22.93	\$25.17	\$28.91	\$32.19	\$36.11
	Bi-weekly	\$1,834.58	\$2,013.42	\$2,312.59	\$2,575.50	\$2,888.68
	Annually	\$47,699.08	\$52,348.99	\$60,127.42	\$66,963.00	\$75,105.70

EFFECTIVE JANUARY 1, 2014 2017 – 2.5% 3% Increase						
Class Title	Pay Period	Step 1	Step 2	Step 3	Step 4	Step 5
Police Officer	Hourly	\$23.51 \$26.66	\$25.80 \$29.26	\$29.63 \$33.60	\$33.00 \$37.43	\$37.01 \$41.98
	Bi-weekly	\$1,880.44 \$2,132.65	\$2,063.76 \$2,340.54	\$2,370.41 \$2,688.31	\$2,639.89 \$2,993.93	\$2,960.90 \$3,358.00
	Annually	\$48,891.56 \$55,448.60	\$53,657.72 \$60,853.96	\$61,630.60 \$69,896.11	\$68,637.08 \$77,842.25	\$76,983.34 \$87,307.87

EFFECTIVE FIRST PAY, JULY 2014— 2% Increase						
Class Title	Pay Period	Step 1	Step 2	Step 3	Step 4	Step 5
Police Officer	Hourly	\$23.98	\$26.31	\$30.22	\$33.66	\$37.75
	Bi-weekly	\$1,918.05	\$2,105.03	\$2,417.82	\$2,692.69	\$3,020.12
	Annually	\$49,869.39	\$54,730.87	\$62,863.21	\$70,009.82	\$78,523.01

EFFECTIVE JANUARY 1, 2015 2018– 2.75% 3% Increase						
Class Title	Pay Period	Step 1	Step 2	Step 3	Step 4	Step 5
Police Officer	Hourly	\$24.64 \$27.46	\$27.04 \$30.14	\$31.05 \$34.61	\$34.58 \$38.55	\$38.79 \$43.24
	Bi-weekly	\$1,970.80 \$2,227.63	\$2,162.92 \$2,410.76	\$2,484.31 \$2,768.96	\$2,766.73 \$3,083.75	\$3,103.17 \$3,458.74
	Annually	\$51,240.80 \$57,112.06	\$56,235.97 \$62,679.58	\$64,591.95 \$71,992.99	\$71,935.09 \$80,177.52	\$80,682.39 \$89,927.11

EFFECTIVE FIRST PAY, JULY 2015— 2% Increase						
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Class Title	Pay Period	Step 1	Step 2	Step 3	Step 4	Step 5
Police Officer	Hourly	\$25.13	\$27.58	\$31.67	\$35.28	\$39.57
	Bi-weekly	\$2,010.22	\$2,206.18	\$2,533.99	\$2,822.07	\$3,165.23
	Annually	\$52,265.62	\$57,360.69	\$65,883.79	\$73,373.79	\$82,296.04

Section 18.2 Retirement Pickup.— ~~The City’s method of payment of salary and the provision of fringe benefits to the members who are participants in the Police and Fire Disability and Pension Fund (the “Fund”) are hereby established as follows, in order to provide for a fringe benefit pickup of employee contributions to the Fund:~~

- A. — ~~In addition to the total salary and salary per pay period, which is otherwise payable to each member, the City shall pay 5% percent of each member’s salary as defined in O.R.C. Section 742.01(N) as a “pick up” of a portion of the member’s contribution to the Fund otherwise payable by such member. Effective the first full pay period of July, 2013, this “pick up” shall be reduced from 5% to 4%. Effective the first full pay period of July, 2014, this “pick up” shall be reduced to 2%. Effective the first full pay period of July, 2015, the “pick up” shall be deleted and the provisions of the paragraphs (B), (C), and (D) shall no longer have force and effect. The City shall thereupon revert to the salary reduction method of Pension Pick Up for the full amount of the statutorily required employee contribution to The Police and Fire Pension Fund (“The Fund”). This full amount shall be withheld from the gross pay of members, shall be “picked up” by the City, shall be designated as public employee contributions, and shall be in lieu of contributions to the Fund by each such member. No member subject to this “pick up” shall have the option of choosing to receive the statutorily required employee contribution to the Fund instead of having it “picked up” by the City or of being excluded from the “pick up”. The parties agree that the City will not incur any additional costs in the deferment of said Federal and State income taxes. This “pick up” shall be accomplished under applicable regulations of the Fund and the Internal Revenue Service.~~
- B. — ~~The sums paid by the City under paragraph (A) in lieu of payment by the member shall not be treated as additional salary, wages or compensation. The pick up shall not be included in the member’s total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any similar purpose.~~
- C. — ~~The pick up by the City of a member’s contributions to the Fund shall be mandatory for all members who are participants in the Fund. No such member shall have the option of choosing to receive contributed amounts directly instead of having them paid by the City to the Fund.~~
- D. — ~~The City shall fulfill its income tax reporting and withholding responsibilities for each member in such manner as is required by applicable federal, state and local laws and regulations as they may exist at the time of such reporting and withholding, it being the City’s understanding that federal and Ohio income tax laws and regulations presently require it to report as a member’s gross income the member’s total annual salary exclusive of the amount of the pick up while applicable municipal income tax laws require it to~~

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~~report as a member's gross income the member's total annual salary plus the amount of the pick-up.~~

Section 18.3 Pay Plan Administration.

As to Police Officers, Step 1 shall be the rate of pay for original appointment. After completion of the first (1st) year of service, which service shall constitute the initial probationary period, the Member shall be advanced to Step 2. After completion of two (2) years of service from date of original appointment, the member shall be advanced to Step 3. After completion of three (3) years of service from the date of original appointment, the member shall be advanced to Step 4. After completion of four (4) years of service from the date of original appointment, the Member shall be advanced to Step 5.

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

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

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

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bargaining unit; however, this individual shall be credited with any seniority he or she had when the individual left a position in the bargaining unit. This individual's pay shall be based upon his or her seniority in the bargaining unit. The demotion of a Sergeant does not allow the City to put in place any layoff or job abolishment action within the bargaining unit.

**ARTICLE 19
SERVICE CREDIT**

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

AT THE CONCLUSION OF:	EFFECTIVE JANUARY 1, 2010	EFFECTIVE JANUARY 1, 2015 2016
4-6 YEARS	-\$700.00	\$750.00
7-9 YEARS	-\$800.00	\$850.00
10-14 YEARS	-\$1000.00	\$1050.00
15-19 YEARS	-\$1150.00	\$1200.00
20 OR MORE YEARS	-\$1250.00	\$1300.00

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

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

**ARTICLE 20
SHIFT DIFFERENTIAL**

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

EFFECTIVE DATE	SHIFT DIFFERENTIAL PER HOUR
JANUARY 1, 2013	-\$1.15
JANUARY 1, 2014	-\$1.20
JANUARY 1, 2015 2016	\$1.25

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**ARTICLE 21
HOURS OF WORK AND OVERTIME**

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

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

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

For purposes of computing the overtime rate, the following components, where applicable, shall be included in a member's regular hourly rate: (a) straight time hourly rate of pay; (b) shift differential hourly rate of pay; (c) hourly rate attributable to service credit (annual service credit amount divided by 2080 to arrive at hourly rate); (d) working out of rank hourly rate of pay; and (e) Field Training Officer supplement.

Section 21.4 Assignment of Overtime. The following provisions apply to the assignment of overtime for members:

When an overtime assignment (defined by the number of posted hours) is first known to exist that is at least ten (10) or more days prior to the assignment, notice of its availability shall be communicated to all eligible officers. On the next regular working day that the Chief or designee, serving as Scheduler, works, the overtime assignment will be awarded to the most senior member who indicates interest by a return communication, provided that a member's working the overtime assignment will not result in an adjustment to his or her regularly assigned shift.

When an overtime assignment first becomes known to exist that is less than ten (10) days prior to the assignment, notice shall be communicated to all eligible officers. On the next regular work day that the Chief, or designee, serving as Scheduler, works, the overtime assignment will be awarded on a first come, first selected basis. Seniority will have no deciding factor in the selection of a member volunteering for the overtime. A double shift and or schedule adjustments may be considered by the Scheduler.

When no member volunteers to fill an overtime assignment as outlined above, the Chief, or designee, serving as Scheduler, may fill the overtime assignment by ordering a member to work the overtime. Except in exigent circumstances, no overtime assignment shall be given to a

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member, or mandated, which would require the member to work a full double shift or schedule adjustment in order to perform the overtime assignment.

Section 21.5 Compensatory Time. A member may choose to take compensatory time in lieu of overtime compensation if such choice is indicated during the tour of duty in which the overtime is worked. Compensatory time shall be credited to the member and accumulated at the rate of one and one-half (1 ½) the member's regular rate of pay hours for each overtime hour worked.

Compensatory time may be taken by a member, upon approval of a supervisor or command officer. Approval shall be granted, provided that the member's absence does not create a hardship on the operations of the Division. Approval shall not be unreasonably denied.

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

Section 21.6 Deviation. After posting of the master (annual) schedule, the Chief may alter days off scheduled only for the purpose of schooling, training, sick leave, or injury leave relief. After posting of the master (annual) schedule, the work schedule may not be reduced to avoid overtime without the consent of the member.

Section 21.7 Call-in-Pay. When a member is called back to work by his supervisor for hours not abutting his regular shift hours, the member shall be guaranteed a minimum of three (3) hours pay at the member's overtime rate. If the member is called in and works more than three hours the member shall be paid at the overtime rate for all hours worked.

Section 21.8 Court Pay. If a member is required to appear in court as a part of his or her job duties at a time when he or she would otherwise be off duty, the member shall be paid at the applicable rate for the actual hours necessary to fulfill the court appearance, including travel time to and from a court session other than the Mayor's Court; however, a member shall be guaranteed a minimum of three (3) hours pay at the member's overtime rate. Except in emergency circumstances, the payment of court pay does not require a member to perform any other work other than to appear in court when required. A member shall be permitted to use an available cruiser for travel to and from a court appearance, subject to supervisory approval.

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

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

Section 21.9 Patrol Shift Assignment Exchanges. Any two members of the same rank in Patrol assignments may mutually request the Chief that they be permitted to exchange their assigned shifts for any period of time during a calendar year. The members must notify the Chief of their requested exchange prior to the effective date of the exchange and provide notification to the Chief of the duration of the requested exchange. Such request may be approved at the discretion of the Chief. Any such approval does not constitute a past practice. The Chief's decision may be grieved, but is not subject to arbitration under the provisions of Article 6 of the Contract. If the exchange is approved, the members shall be considered to have changed shifts and receive the rate of regular pay applicable to the exchanged shifts.

Section 21.10 Separation. Upon separation from employment with the City for any reason, a member (his or her spouse or secondarily, his or her estate upon his death) shall be entitled to payment for any accrued but unpaid overtime hours including compensatory time hours accrued but not paid. Such payment shall be at the overtime rate applicable to the member's current rate of pay at time of separation.

ARTICLE 22 HOLIDAYS

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

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

Section 22.2 Holiday Pay.

- A. Any member required to work on a holiday listed in Section 22.1 shall be paid at the applicable overtime hourly rate for all hours worked on the holiday, in addition to either eight (8) hours holiday pay at the straight-time rate if the member is regularly assigned to an eight (8) hour shift or ten (10) hours holiday pay at the straight time rate if the member is regularly assigned to a ten (10) hour shift.

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- B. If a holiday falls on a member's scheduled day off the member shall be entitled to an additional eight (8) hours pay at the straight-time rate if the member is regularly assigned to an eight (8) hour shift, or ten (10) hours holiday pay at the straight time rate if the member is regularly assigned to a ten (10) hour shift.
- C. If a holiday occurs when a member is on paid leave, the member will be entitled to eight (8) hours holiday pay at the straight-time rate if the member is regularly assigned to an eight (8) hour shift, or ten (10) hours holiday pay at the straight time rate if the member is regularly assigned to a ten (10) hour shift. No charge will be made against the leave accumulation.
- D. A member may choose to bank holiday pay for each holiday. If a member chooses this option, the member will be paid for his holidays in a lump sum in the first pay period in December of each year.
- E. Effective upon ratification of this contract, a member may choose to establish a holiday leave bank in lieu of payment under paragraph B above for one or more holidays in a calendar year. If a member chooses this option, use of such holiday leave shall be treated the same as use of casual leave under Section 23.6. The maximum number of hours that a member may place in his or her holiday leave bank is forty (40) hours at any one time. A member may make a written request for payment of any hours in his or her holiday leave bank at any time but only once per calendar year; such payment shall be made at the rate of pay in effect at the time of the member's request and shall be made as soon as practicable by the City.

**ARTICLE 23
VACATION LEAVE**

Section 23.1 Vacation Hours. Effective January 1, 2011, a member is entitled to earn vacation leave following completion of the first year of service, and thereafter, in accordance with the following schedule.

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

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

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

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

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

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

ARTICLE 24 SICK LEAVE

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

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

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

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

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

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

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

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

Section 24.5 Sick Leave Payout.

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

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

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

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

Section 24.6 Annual Sick Leave Conversion. Each calendar year, a member with at least four hundred eighty (480) hours of sick leave as of December 31 may convert up to sixteen (16) hours of sick leave to vacation leave or a cash payment. A member must give notification to convert by January 15 of the following calendar year. The payment shall be made February 15 of that year.

Section 24.7. Voluntary Sick Leave Donation Program. Effective January 1, 2013, the following voluntary leave donation program is established:

- A. A member may donate paid sick leave to a fellow member in order to assist a member in critical need of leave due to serious illness or injury of the member, the member's spouse and/or the member's immediate family member.
- B. A serious illness or injury for purposes of this program is defined as a serious illness or injury which qualifies as a serious health condition under the Family Medical Leave Act.
- C. A member may donate sick leave earned from the City if the donating member:
- (1) Voluntarily elects to donate sick leave and does so with the understanding that donated sick leave will not be returned since the sick leave is donated on an as needed basis;
 - (2) Donates a minimum of four (4) sick leave hours;
 - (3) Retains a combined sick leave balance of at least two hundred (200) hours of sick leave from the City; and
 - (4) Does not donate more than two hundred (200) hours of sick leave in one (1) calendar year.
- D. For a member to receive donated leave, up to eighty (80) hours each pay period, the following conditions apply:
- (1) Has a serious illness or injury, as previously defined, or has a spouse or immediate family member with a serious illness or injury, as previously defined, and provides written documentation from his or her health care provider certifying the serious illness or injury;
 - (2) Has no sick leave and/or compensatory leave balances and has exhausted all vacation leave, except that a member may reserve up to forty (40) hours of vacation leave;
 - (3) Has applied for any paid leave and/or workers' compensation benefits program for which the member is eligible, provided that a member who has applied for these programs may use donated leave to satisfy the waiting period for such benefits;
 - (4) After the waiting period for the workers' compensation program has expired, donated leave may be used to supplement up to forty percent (40%) of the member's regular bi-weekly pay. The member may not receive more than he or she

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would have received in a regular pay period from workers' compensation benefits and leave donation, less applicable deductions. If the member is not eligible to receive workers' compensation benefits, the member may not receive more than he or she would have earned in a regular pay period from leave donations, less applicable deductions. No reimbursement for any overtime that the member may otherwise have earned is to be made to the member.

- (5) A member who wishes to donate sick leave must agree to the above conditions and complete a City Donor Application Form. This form shall be available in the Chief's office. Subject to the Chief's Approval, the form shall be forwarded to the Director of Human Resources for processing.
 - (6) The donation of sick leave under this program shall occur on a strictly volunteer basis. With the permission of the member who is in need of leave, the Human Resources Director may inform members of a member's need for leave.
- E. The leave donation program shall be administered on a pay-by-pay basis. Members using donated leave shall be considered on active pay status, but shall not accrue vacation leave, sick leave or holiday pay. Members shall be entitled to other benefits under the collective bargaining agreement.
- F. Donated leave shall not count towards completion of a member's initial probation period, if received during his or her initial probationary period.
- G. Donated leave shall be considered sick leave, but shall not be converted into a cash benefit.
- H. Eligibility to receive donated leave shall cease upon any of the following occurrences:
- (1) Certification from the member's health care provider that the serious health condition which necessitated the leave donation is no longer applicable;
 - (2) A member's application for service or disability retirement is approved;
 - (3) Death of the member; or
 - (4) Exhaustion of all available leave in the leave bank.

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

ARTICLE 25 INJURY LEAVE

Section 25.1 Injury Leave.

- A. For each separate injury sustained, injury leave shall be paid to any member who suffers an incapacitating injury arising out of his or her performance of job duties for the City. Such injury may include exposure of the member to a contagious disease which could be communicated to and jeopardize the health of other employees, if such exposure and jeopardy is certified by a physician. Such injury leave shall be paid at the member's hourly base rate of pay, and be limited to a maximum of one thousand and forty (1040) hours per occurrence.

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

**ARTICLE 26
OTHER LEAVES OF ABSENCES**

Section 26.1 Military Leave. Each member who is a member of a reserve or National Guard unit shall be granted a paid military leave of absence when called to temporary active duty or when called to military field training exercises. Members granted military leave shall be paid their regular wages for the time so served, provided that pay received by such members from the City shall be for a period not to exceed one hundred seventy-six (176) hours during each calendar year. Members who are on paid military leave, or who use unpaid leave for military service, shall accrue vacation leave while on paid or unpaid leave pursuant to the provisions of Section 23.1.

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

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

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

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

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

ARTICLE 27 WORKING OUT OF RANK

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

ARTICLE 28 EDUCATIONAL ASSISTANCE PROGRAM

Section 28.1 Participation. Members are eligible to participate in the Educational Assistance Incentive Program of the City. Participation is voluntary and available to those who elect job-related self-development activities, during non-working hours. All course work must be taken in accordance with a planned program of professional improvement approved by the Chief in advance.

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

Effective January 1, 2012, for approved courses earning college credit, a maximum of three thousand five hundred dollars (\$3,500.00) of tuition expenses for each academic year may be requested by a member, and for approved courses earning other than college level credit, a maximum of one thousand dollars (\$1,000.00) of tuition expenses for each academic year may be requested by a member.

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

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

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

ARTICLE 29 UNIFORMS AND ALLOWANCE

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

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

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

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

Section 29.4 Plain Clothes. Effective January 1, 2013, members assigned to plain clothes or administrative duty shall be permitted to purchase civilian clothing and components up to the reimbursable amount of nine hundred fifty dollars (\$950). Clothing selected shall be at the discretion of the member but shall be moderately conservative in style, cut and color, and shall be acceptable to the local business community.

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

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

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

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

ARTICLE 30 SPECIAL DUTY

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

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

Section 30.3 Conduct. While on special duty assignment, a member shall perform such assignment subject to the wishes of the special duty employer, except that the member is bound by departmental rules and regulations and procedures governing the duty and responsibilities and good conduct of the police service. A member shall not perform any act that would tend to demean the Department or the uniform, nor be contrary to law or official departmental directives. In the event of an emergency declared in accordance with departmental policies and/or directives,

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or in the event a member is required to perform in an arrest situation, the member will revert to on-duty status. A member shall obey orders issued by supervisory personnel. The working of a special duty assignment does not relieve a member from taking appropriate police action when confronted with a situation requiring such action.

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

- A. Special duty assignments posted on a monthly basis shall be offered to members who sign up by seniority. Special duty assignments made available on other than a monthly basis will be available to members on a first come basis. The current assignment policy shall be used, as provided in General Order 22.3.4 as of September 1, 2011. No member shall be permitted to work special duty assignments until he has obtained an Ohio Police Officer Training Course Basic Training Certificate and has satisfactorily completed the Department Field Training Program.
- B. Once a member has accepted a special duty assignment, he or she shall report to that assignment in a timely manner, prepared for duty. If a member should wish to withdraw from a special duty assignment that he or she has accepted, the member shall find a replacement to insure that the assignment is filled. Repeated violations of this provision or of other rules pertaining to special duty, as determined by the Chief, may make the member subject to removal from the special duty roster for a period of time as is determined by the Chief to be appropriate.
- C. Members desiring to work a special duty assignment during a scheduled tour of duty may request vacation time to work such assignment. Any such request for leave shall be processed and granted subject to the same criteria as any other request for leave if the request does not involve the paying of overtime to another member to cover the vacancy created by such leave or violate any other provision of this Contract.
- D. During emergency circumstances (such as a scheduled employee marking off sick from a special duty assignment, etc.), or when a request for special duty is received on short notice (less than twenty-four (24) hours prior to reporting time) the individual administering the special duty program may fill the vacancy by assignment to the most available member after making good faith attempt to comply with the provisions of this Article.
- E. Members shall not be deprived of the special duty assignments because they have used any Articles or Procedures set forth in this Contract.
- F. Unless otherwise authorized in writing by the Chief, a member shall not work more than twenty (20) hours in excess of his or her scheduled workweek.
- G. Any member marked off sick shall not be allowed to work special duty during that calendar day.
- H. Any member with four (4) or more sick markoffs in a twelve (12) month period shall not be allowed to work special duty for a period of seventy-two (72) hours after his return to duty.

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**ARTICLE 31
INSURANCE**

Section 31.1 Medical Insurance. The City shall continue to provide the current level of coverage for hospitalization, surgical, major medical and drug participation coverage for ~~2013~~ **2016** **except the City may modify the deductible for bargaining unit employees on the same basis as other City employees provided the City contributions to employees' health savings accounts are modified in accordance with this Article.** If the City intends to make changes to the levels of health insurance coverage beginning for ~~2014~~ **2017** and/or ~~2015~~ **2018** that result in benefits not being comparable to those in place on January 1, ~~2013~~ **2016** it shall provide the Lodge with at least thirty days advance notice. Upon request, the City shall engage in negotiations with the Lodge for thirty (30) days. If the parties are able to agree to the changes, the City may implement them. If the parties are unable to reach an agreement, they shall proceed to binding conciliation on an expedited basis. If the parties are unable to agree on a conciliator, they shall request a list of five (5) conciliators from the State Employment Relations Board. The parties shall select one individual from this list to serve as the conciliator. The conciliator shall follow the rules for conciliation set forth in Chapter 4117 and issue the decision in an expedited manner. The decision shall be final and binding on the parties.

Effective January 1, ~~2013~~ **2016**, the City shall contribute \$4,000 to the health savings account of each member with family coverage and \$2,000 for each member with single coverage. **In addition, upon presentation of proper documentation, the City shall reimburse bargaining unit employees for out of pocket costs between the City's HSA contribution and the in-network deductible.**

Effective January 1, ~~2014~~ **2017**, **the City shall contribute to the health savings account of each member seventy percent (70%) of the in-network deductible.** ~~the City shall contribute \$3,500 to the health savings account of each member with family coverage and \$1,750 for each member with single coverage, however, these amounts shall be increased to \$4,000 for family coverage and \$2,000 for single coverage if the member successfully completes a wellness program to be jointly developed by the City and the Lodge no later than July 1, 2013.~~ **In addition, upon presentation of proper documentation, the City shall reimburse bargaining unit employees for out of pocket costs between the City's HSA contribution and the in-network deductible.**

Effective January 1, ~~2015~~ **2017**, the City shall contribute to the health savings account of each member **sixty percent (60%) of the in-network deductible.** **In addition, upon presentation of proper documentation, the City shall reimburse bargaining unit employees for out of pocket costs between the City's HSA contribution and the in-network deductible.** ~~at the same levels as 2014.~~

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

~~The parties agree that the wellness component must be completed by employees no later than December 15, 2013 for 2014 contributions and December 15, 2014 for 2015 contributions.~~

Attachment: 2016-2018 FOP Tentative agreement (1402 : FOP 2016-2018 Contract)

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

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

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

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

Section 31.3 Dental Coverage. Dental insurance coverage shall be provided by the City at no less than the level which was in effect as of January 1, 2013.

Section 31.4 Vision Insurance. Vision insurance coverage shall be provided by the City at no less than the level which was in effect as of January 1, 2013.

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

Section 31.6 Premium Contribution. Effective January 1, ~~2013~~ **2016**, each member ~~will contribute twelve percent (12%) of the premium, not to exceed \$61.76 per month for single coverage and \$166.76 per month for family coverage. Effective January 1, 2014, each member shall contribute 12% of the premium provided that the premium contribution for 2014 cannot be more than ten percent (10%) greater than the 2013 premium contribution. Effective January 1, 2015, each member shall contribute 14% of the premium.~~ Premium contribution for dental and vision coverage shall remain at 7% for the duration of this agreement.

Section 31.7 Prescription Drug Co-Pay. Once a member reaches his/her in-network deductible (\$2,000 single and \$4,000 family), the member shall be responsible for prescription co-pays of \$10 for Tier 1, \$30 for Tier 2, and \$50 for Tier 3 until the member reaches the maximum out of pocket amount, which is an additional \$2,000 for single coverage and an additional \$4,000 for family coverage. This section is subject to the provisions addressing changes in benefits set forth in section 31.1.

ARTICLE 32 NEGOTIATIONS

Section 32.1 Committees. The Lodge and the City have the right to select their own Negotiations Committee and to change Committee members at will. The parties agree to engage in multi-unit bargaining. Negotiations teams shall consist of no more than ~~three (3)~~ **four (4)** committee members, excluding consultants.

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

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

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

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

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

Section 32.7 Proposals. The Lodge and the City shall determine the timing of the presentation of the respective proposals. Nothing herein precludes either party, by mutual agreement, from making a preliminary written submission of its proposal to the other party prior to the initial meeting.

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

Section 32.9 Release time for Negotiations. Members of the Lodge Negotiating Committee will be given release time with pay and full benefits for time actually spent in negotiations. However, time spent and paid for in negotiations will not be counted as hours worked for purposes of overtime compensation. **Members who attend negotiation sessions with the City on their off duty hours shall be entitled to two hours of vacation leave for each such meeting.** If negotiations end prior to the last thirty (30) minutes of a released member's scheduled quitting time, the released member shall report to his/her supervisor for duty.

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

ARTICLE 33 MISCELLANEOUS ECONOMIC PROVISIONS

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

FOP, Capital City Lodge No. 9 and City of Reynoldsburg
2016-2018 Tentative Agreement

Section 33.2 Field Training Officer. A member who serves as a field training officer for bargaining unit members shall receive a pay differential for each hour of training time spent with the trainee. Effective January 1, 2012, this pay differential shall be \$2.50 per hours.

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

**ARTICLE 34
WAIVER IN CASE OF EMERGENCY**

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

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

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

**ARTICLE 35
FAMILY LEAVE**

Section 35.1 Family and Medical Leave.

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

FOP, Capital City Lodge No. 9 and City of Reynoldsburg
2016-2018 Tentative Agreement

4. A qualifying exigency relating to an immediate family member's call to active duty in the military.

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

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

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

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

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

ARTICLE 36 LIGHT DUTY

Section 36.1 Light Duty.

Light duty is defined as a temporary work assignment that will not conflict with or compromise the medical evaluation of a member who is subject to a work-related injury/illness or off-duty injury/illness. Duties may be of a nature not normally performed by the member but shall be ones the member is capable of performing. The member's supervisor and scheduled days and hours of work may differ from his or her normal supervisor and work schedule.

FOP, Capital City Lodge No. 9 and City of Reynoldsburg
2016-2018 Tentative Agreement

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

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

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

ARTICLE 37 DURATION

Section 37.1 Duration. The provisions of this Contract are effective January 1, ~~2013~~ **2016** except where otherwise indicated, and remain in full force and effect through December 31, ~~2015~~ **2018**.

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

Section 37.3 Understanding. The parties recognize that this Contract represents the full agreement between the parties for this term of bargaining. This recognition in no way is meant to interfere with or limit any other rights to bargain that may be awarded to either party by any section of Chapter 4117 of the Ohio Revised Code.

FOP, Capital City Lodge No. 9 and City of Reynoldsburg
2016-2018 Tentative Agreement

SIGNATURE PAGE

Signed and dated this _____ day of _____, 2013 **2016**.

FOR THE CITY OF REYNOLDSBURG

**FOR THE FRATERNAL ORDER OF
POLICE, CAPITAL CITY LODGE #9**

Brad McCloud, Mayor

Jason Pappas, Lodge President

Jim O'Neill, Chief of Police
Service/Safety Department

Officer Ryan Kiser
FOP Team Member

Jed Hood, City Attorney

Officer Tammy Jackson,
FOP Team Member

Marc A. Fishel, Labor Counsel

Officer Adam Doran,
FOP Team Member

Officer Kevin McCrady,
FOP Team Member

Earl Westfall, Lodge Liaison

Ronald Snyder, Lodge Attorney

Attachment: 2016-2018 FOP Tentative agreement (1402 : FOP 2016-2018 Contract)

Human Resources

Sandra Boller
7232 E. Main Street
Reynoldsburg OHIO 43068
614-322-6868 Phone

ORDINANCE REQUEST

DATE: May 9, 2016

TO: Finance Committee

RE: ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: SECTIONS 160.02 “AUTHORIZED POSITIONS, PERSONNEL, CLASSIFICATION AND PAY GRADE” Subsection (a) “ADMINISTRATIVE”; Subsection (d) “HUMAN RESOURCES DEPARTMENT”; AND Subsection (E) “PARKS & RECREATION DEPARTMENT”, AND 160.03 “SALARY SCHEDULE” Subsection (d) “Seasonal Employee” OF CHAPTER 160 EMPLOYEE COMPENSATION, AND DECLARING AN EMERGENCY.

Emergency/Suspension: Emergency

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

Request changes be made to Chapter 160.02 Authorized Positions, Personnel, Classification and Pay Grade (a) Administrative, (d) Human Resources (e) Parks and Recreation and Chapter 160.03 Seasonal Employee. (See attached memo)

OFFICE OF HUMAN RESOURCES

Sandra Boller

7232 EAST MAIN STREET

REYNOLDSBURG, OHIO 43068

(614) 322-6868 phone

(614) 322-6875 fax



MEMORANDUM

DATE: April 26, 2016

TO: Brad McCloud, Mayor

RE: Proposed changes to the Chapter 160

Please see the list below of the recommended changes to the Chapter 160:

City Attorney Clerk – This position is currently a pay range of 5. We are requesting this position be changed to the title of City Attorney Legal Assistant with a pay range of 12. The duties of this position have evolved and the needs of the office are that the position should have more of a legal background than a clerical background. The new pay range would be \$38,860 - \$56,065. The increased cost would be approximately \$8,810.

Human Resources Director – As you are aware, the position of Human Resources (HR) Director is currently listed as a three-quarter position. Since I was named as HR Director, and continued to serve as your assistant as well, I have worked full-time (40 hours) per week. For accounting purposes for the Auditor's Office it would be more efficient to change this position to full-time. Nothing would change in the day to day operation or overall expenses other than the position would become fully-funded from Human Resources budget.

Parks & Recreation – Parks Maintenance – Currently there are 2 three-quarter time employees in this position. It is requested that both of these position become forty-hour per week position. The money is in the approved 2016 budget, so no further funding will be requested.

Parks & Recreation – Senior Center Activities Instructor – Currently this position is listed as a seasonal position within Chapter 160. The position is needed 20 hours per week year round and does not qualify under the definition of Seasonal. With the request to make the position permanent, it will fall under Civil Service and need to have a grade and pay range assigned. It is recommended the grade be a 5 with a range of \$27,627 to \$39,803. We expect since this is a 20 hour per week position the new salary would be \$15,600.

Please let me know if further clarification is needed.

Attachment: Chapter 160 Changes April 2016 (1417 : Changes to 160.02 and 160.03)

160.02 AUTHORIZED POSITIONS, PERSONNEL, CLASSIFICATION AND PAY GRADE

<u>Position</u>	<u>Personnel</u>	<u>Classification</u>	<u>Pay Grade</u>
(a) ADMINISTRATIVE			
Mayor	1	Unclassified	See Sect.141.01
Auditor	1	Unclassified	See Sect.143.01
City Attorney	1	Unclassified	See Sect.147.03
Asst. City Attorney	1	Unclassified	19
Asst. City Prosecutor	2 p/t	Unclassified	19
City Attorney Secretary	1	Unclassified	15
City Attorney Clerk <u>City Attorney Legal Assistant</u>	1	Unclassified	Classified
<u>5</u>			<u>12</u>
Mayor's Secretary*	1	Unclassified	15
Clerk of Courts	1	Unclassified	16
Assistant Clerk of Courts	1	Classified	11
Data Entry Operator	1p/t	Classified	6
Data Entry Operator	1	Classified	6
Clerk of Council	1	Unclassified	16
Asst. Clerk of Council	2 p/t	Unclassified	5
Tax Administrator	1	Classified	15
Deputy Auditor	1	Unclassified	15
Auditor's Secretary	1 p/t	Unclassified	10
Accounting Manager	1	Classified	21
Civil Service			
Administrative Assistant	2 p/t	Unclassified	15
* Mayor's Secretary to be shared with Human Resources Department			
(b) DEPARTMENT OF COMPUTER SYSTEMS			
Director of Computer Systems	1	Unclassified	20
Network Systems Administrator	1	Classified	19
(c) DEPARTMENT OF DEVELOPMENT			
Development Director	1	Unclassified	21
Development Director			
Administrative Assistant	1	Unclassified	10
Planning Administrator	1	Classified	19
(d) HUMAN RESOURCES DEPARTMENT			
Director of Human Resources	1 p/t	Unclassified	20
Human Resources Generalist	1	Unclassified	12
(e) PARKS & RECREATION DEPARTMENT			
Director	1	Unclassified	20
Administrative Assistant	1	Unclassified	12
Director Senior Citizens Center	1	Classified	16

<u>Position</u>	<u>Personnel</u>	<u>Classification</u>	<u>Pay Grade</u>
Senior Citizens Assistant	2 p/t	Classified	9
Recreation Superintendent	1	Classified	14
Grounds Superintendent	1	Classified	14
Parks Maintenance –Crew Leader	1	Classified	11
Parks Maintenance	2 p/t	Classified	2
Horticulturist	1	Classified	7
Senior Center Activities Instructor	1 p/t	Classified	5
Seasonal & Occasional	Variable	Unclassified	See 160.03(d) & (e)
(f) POLICE DEPARTMENT			
Director of Public Safety	1	Unclassified	26
Chief of Police	1	Classified	26A
Lieutenant	2	Classified	22A
Sergeant	9	Classified	See Chapter 166
Police Officer	46	Classified	See Chapter 166
Dispatcher	8	Classified	See Chapter 162
Property Room Clerk	2 p/t	Classified	7
Chief of Police			
Administrative Assistant	1	Classified	14
Public Service Records Technician	3	Classified	9
Court Specialist	1	Classified	9
Detective Bureau Administrative Assistant	1	Classified	9
Command & Staff Administrative Assistant	1	Classified	10
Accreditation Manager	1 p/t	Classified	10
Court Liaison	2 p/t	Classified	13
(g) SERVICE DEPARTMENT			
(1) Director of Public Service	1	Unclassified	25
Service Director			
Administrative Assistant	1	Unclassified	13
Secretary	1	Classified	8
Maintenance Foreman	1	Classified	14
Maintenance Worker 2	Classified	5	
Maintenance Crew Leader	1	Classified	9
(2) Building Division			
Chief Building Inspector I	1	Classified	19
Asst. Chief Building Inspector	1	Classified	17
Building Inspector I	3	Classified	14

Administrative Assistant	1	Classified	11
Code Compliance Officer	2 p/t	Classified	6

<u>Position</u>	<u>Personnel</u>	<u>Classification</u>	<u>Pay Grade</u>
(3) Water/Wastewater Division			
Superintendent	1	Classified	18
Asst. Superintendent	1	Classified	15
Maintenance Spec/Equip Operator	5	Classified	10
Maintenance Spec/Equip Operator 1p/t		Classified	10
Billing Supervisor	1	Classified	13
Account Clerk 2	3	Classified	7
(4) Street Division			
Superintendent	1	Classified	17
Asst. Superintendent	1	Classified	15
Administrative Assistant	1	Classified	8
(To be shared with Storm Water Utility Division)			
Maintenance Spec/Equip Operator	5	Classified	10
Maintenance Spec/Equip Operator	1 p/t	Classified	10
Mechanic	1	Classified	14
Assistant Mechanic	1	Classified	10
(4)(a) Storm Water Utility Division			
Asst. Superintendent	1	Classified	13
Administrative Assistant	1	Classified	8
(To be shared with Street Division)			
Pollution Control Technician	1	Classified	10
Maintenance Spec/Equip Operator	1	Classified	10
(h) DEPARTMENT OF ENGINEERING			
Director of Engineering	1	Unclassified	23

160.03 SALARY SCHEDULE

BEGINNING June 10, 2013, THE FOLLOWING PAY GRADES SHALL BE IN EFFECT:

(a) Full Time Employees

CITY OF REYNOLDSBURG, OHIO
SALARY SCHEDULE
(5% Between Grades, 30% Minimum to Maximum)

GRADE		MINIMUM	TO	MAXIMUM
1	Annual	\$ 21,221		\$30,638
2	Annual	\$22,292		\$32,157
3	Annual	\$23,409		\$33,768
4	Annual	\$24,572		\$35,432
5	Annual	\$25,820		\$37,199
6	Annual	\$27,113		\$39,068
7	Annual	\$28,457		\$41,038
8	Annual	\$29,884		\$43,105
9	Annual	\$31,357		\$45,277
10	Annual	\$32,920		\$47,549
11	Annual	\$34,575		\$49,919
12	Annual	\$36,318		\$52,397
13	Annual	\$38,145		\$55,019
14	Annual	\$40,068		\$57,794
15	Annual	\$42,079		\$60,671
16	Annual	\$44,178		\$63,399
17	Annual	\$46,370		\$66,879
18	Annual	\$48,690		\$70,209
19	Annual	\$51,146		\$73,740
20	Annual	\$53,692		\$77,429
21	Annual	\$56,371		\$81,317
22	Annual	\$59,183		\$85,402
23	Annual	\$62,134		\$89,697
24	Annual	\$65,256		\$94,185
25	Annual	\$68,523		\$98,882

Attachment: Chapter 160 Changes April 2016 (1417 : Changes to 160.02 and 160.03)

26	Annual	\$71,961	\$103,828
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*Nonexempt payroll will be based upon hourly rates derived from the annual rates.

** Based on City of Reynoldsburg Council recommendation of 2%.

121302cjrCO wrey2002

(b) Senior Police Management

**CITY OF REYNOLDSBURG, OHIO
SALARY SCHEDULE**

GRADE		MINIMUM	TO	MAXIMUM
22A	Annual	\$71,178		\$101,704
26A	Annual	\$74,660		\$106,724

*Nonexempt payroll will be based upon hourly rates derived from the annual rates.

(c) Part Time Employee

Part time employees' rate of pay shall begin at the minimum hourly rate for the pay grade assigned.

(d) Seasonal Employee

1) Parks and Recreation Department:

Seasonal Recreation Employee	\$8.00 - \$30.00
Seasonal Maintenance Employee	\$8.50 – 13.00
Bus/Van Driver	\$9.50 per hour-\$13.00

~~2) Senior Center Senior Center Activity Instructor—\$10.50 per hour~~

~~32) Service Department~~

Water/Wastewater Laborer	\$9.00 - \$10.50 per hour
Service Seasonal Laborer	\$9.00 - \$10.50 per hour

~~43) Street Department~~

Street Seasonal Laborer	\$9.00 - \$10.50 per hour
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(e) Occasional Labor/Independent Contract

Unless otherwise indicated, occasional shall be paid at the rate mandated as the minimum wage by the Fair Labor Standards Act. Exceptions to this area are as follows:

(1) Parks and Recreation Department:

Umpire/Referee-	\$7.00 to \$ \$60.00 per game
Program Assistant	\$7.80 - \$20.00 per game/hour

(2) Service Department (Building Division)

Building Plans Examiner

Residential/Inspector

\$13.00 per hour

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

ORDINANCE REQUEST

DATE: **May 9, 2016**

TO: **Finance Committee**

RE: ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE
CITY OF REYNOLDSBURG, OHIO: SECTION 160.03 “SALARY
SCHEDULE” Subsection (a) “Full Time Employees” AND Subsection (b)
“Senior Police Management” of CHAPTER 160 EMPLOYEE
COMPENSATION AND DECLARING AN EMERGENCY.

Emergency/Suspension: Emergency

A proposed salary schedule for Chapter 160.03. This reflects a 7% increase in the table.

160.03 SALARY SCHEDULE

BEGINNING ~~June 10, 2013~~ January 1, 2016, THE FOLLOWING PAY GRADES SHALL BE IN EFFECT:

(a) Full Time Employees

CITY OF REYNOLDSBURG, OHIO
SALARY SCHEDULE
(5% Between Grades, 30% Minimum to Maximum)

GRADE		MINIMUM	TO	MAXIMUM
1	Annual	\$ 21,221 <u>22,706</u>		\$ 30,638 <u>32,783</u>
2	Annual	\$ 22,292 <u>23,852</u>		\$ 32,157 <u>34,408</u>
3	Annual	\$ 23,409 <u>25,048</u>		\$ 33,768 <u>36,132</u>
4	Annual	\$ 24,572 <u>26,292</u>		\$ 35,432 <u>37,912</u>
5	Annual	\$ 25,820 <u>27,627</u>		\$ 37,199 <u>39,803</u>
6	Annual	\$ 27,113 <u>29,011</u>		\$ 39,068 <u>41,803</u>
7	Annual	\$ 28,457 <u>30,449</u>		\$ 41,038 <u>43,911</u>
8	Annual	\$ 29,884 <u>31,976</u>		\$ 43,105 <u>46,122</u>
9	Annual	\$ 31,357 <u>33,552</u>		\$ 45,277 <u>47,446</u>
10	Annual	\$ 32,920 <u>35,224</u>		\$ 47,549 <u>50,877</u>
11	Annual	\$ 34,575 <u>36,995</u>		\$ 49,919 <u>53,413</u>
12	Annual	\$ 36,318 <u>38,860</u>		\$ 52,397 <u>56,065</u>
13	Annual	\$ 38,145 <u>40,815</u>		\$ 55,019 <u>58,870</u>
14	Annual	\$ 40,068 <u>42,873</u>		\$ 57,794 <u>61,840</u>
15	Annual	\$ 42,079 <u>45,025</u>		\$ 60,671 <u>64,918</u>
16	Annual	\$ 44,178 <u>47,271</u>		\$ 63,399 <u>67,837</u>
17	Annual	\$ 46,370 <u>49,616</u>		\$ 66,879 <u>71,561</u>
18	Annual	\$ 48,690 <u>52,098</u>		\$ 70,209 <u>75,124</u>
19	Annual	\$ 51,146 <u>54,726</u>		\$ 73,740 <u>78,902</u>
20	Annual	\$ 53,692 <u>57,450</u>		\$ 77,429 <u>82,849</u>
21	Annual	\$ 56,371 <u>60,317</u>		\$ 81,317 <u>87,009</u>
22	Annual	\$ 59,183 <u>63,326</u>		\$ 85,402 <u>91,380</u>
23	Annual	\$ 62,134 <u>66,483</u>		\$ 89,697 <u>95,976</u>
24	Annual	\$ 65,256 <u>69,824</u>		\$ 94,185 <u>100,778</u>
25	Annual	\$ 68,523 <u>73,320</u>		\$ 98,882 <u>105,804</u>
26	Annual	\$ 71,961 <u>76,998</u>		\$ 103,828 <u>111,096</u>

*Nonexempt payroll will be based upon hourly rates derived from the annual rates.

** Based on City of Reynoldsburg Council recommendation of 2%.

121302cjrCO wrey2002

Attachment: 160 salary schedule 7% (1352 : Chapter 160 Salary Schedules)

(b) Senior Police Management

**CITY OF REYNOLDSBURG, OHIO
SALARY SCHEDULE**

GRADE		MINIMUM	TO	MAXIMUM
22A	Annual	\$71,178 <u>76,160</u>		\$101,704 <u>108,823</u>
26A	Annual	\$74,660 <u>79,886</u>		\$106,724 <u>114,195</u>

*Nonexempt payroll will be based upon hourly rates derived from the annual rates.

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

DATE: **May 9, 2016****TO:** **Finance Committee****RE:** ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT TO REIMBURSE ETNA TOWNSHIP FOR
CONSTRUCTION SERVICES ON THE TAYLOR ROAD/PALMER
ROAD PROJECT; APPROPRIATING FUNDS THEREFORE; AND
DECLARING AN EMERGENCY.

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

Statement of necessity: Reimbursement as a partnering entity to Etna Township on the Taylor Road/Palmer Road project. The City is responsible for 20 percent of the cost of the project falling within the corporate boundaries of Reynoldsburg for construction and right-of-way acquisition.

This item is to reimburse Etna Township for the construction services on the Taylor Road/Palmer Road Project and appropriate \$83,662 from the unappropriated CIP to 410; \$25,170 from the water unappropriated CIP Account 710.000.0000.5621 and reappropriate to account 710.000.0137.5621. Please see the attached spreadsheet from Etna Township for more information.

4TB6/MR06	\$2,776,113.50	\$2,776,113.50	\$2,776,113.50		
Federal Labor	\$194,326.50	\$194,326.50	\$194,326.50		
4BG7	\$250,099.92	\$250,099.92			
4BG6	\$1,143,931.19	\$1,143,931.20	\$836,327.41	\$78,188.40	
Local Labor	\$98,760.50	\$98,760.50	\$59,718.20	\$5,473.60	
Total			\$896,045.61	\$83,662.00	
			4BG6	4BG6	
		MORPC	Etna	Reynoldsburg	
\$223,323.22 CO CC 1a PE Payback			\$223,323.22		
\$3,065,020.95 CO CC 2 Etna 80/20		\$2,452,016.76	\$613,004.19		
\$390,942.02 CO CC3 Reyn 80/20		\$312,753.62		\$78,188.40	
\$23,520.31 CO CC 4 Reyn Water					
\$453,159.21 CO CC 5 SWLW OPWC					
\$14,178.90 CO CC 7 Violet 80/20		\$11,343.12			
\$16,808.39 CENG 1a PE Payback			\$16,808.39		
\$214,549.05 CENG 2 Etna 80/20		\$171,639.24	\$42,909.81		
\$27,367.98 CENG3 Reyn 80/20		\$21,894.38		\$5,473.60	
\$1,649.69 CENG 4 Reyn Water					
\$31,720.79 CENG 5 SWLW OPWC					
\$991.10 CENG 7 Violet 80/20		\$792.88			
TOTALS			\$896,045.61	\$108,662.00	

\$23,520.31		\$226,579.61	
	\$2,835.78		\$226,579.61
\$1,649.69	\$198.22	\$15,860.40	\$15,860.40
\$25,170.00	\$3,034.00	\$242,440.00	\$242,440.00

4BG7	4BG6	4BG7	4BG6
Reynoldsburg	Violet Township	SWLC W&S	SWLC W&S

\$23,520.31		\$226,579.61	\$226,579.61
	\$2,835.78		

\$1,649.69		\$15,860.40	\$15,860.40
	\$198.22		

\$32.00	\$3,034.00		
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Parks & Recreation**Donna Bauman****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6878 Phone****ORDINANCE REQUEST**

DATE: **May 9, 2016****TO:** **Community Development Committee****RE:** A RESOLUTION TO WAIVE THE PROVISION OF SECTION 971.16
OF THE CITY'S CODIFIED ORDINANCES FOR THE 2016 TOMATO
FESTIVAL.

Requesting permission to waive the provision for section 971.16 of the codified ordinances for the 2016 Tomato Festival, as was waived in 2012, 2013, 2014, and 2015. The Beer Garden will be operational from 5pm-10pm on Friday, August 19, 2016 and from Noon-10pm on Saturday, August 20, 2016. The area will be completely enclosed with patrons being able to see the stage and entertainment. The Tomato Festival Board of Directors will gather and obtain all necessary permits required, follow all training requirements and will work closely with the Reynoldsburg Police Department and the administration to assure that all security measures meet the highest standards as they did during the 2015 Tomato Festival. Please see attached map for proposed Beer Garden.



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

DATE: May 9, 2016

TO: Safety Committee

RE: ORDINANCE AUTHORIZING MAYOR TO ENTER INTO
CONTRACT FOR 2016 FIREWORKS DISPLAY. (First Reading
4/25/2016).

The amount of \$27,850, which is approximately a 5.8 percent increase over the last three years, and the funding for the fireworks was included in the 2016 Service Department budget (account #5303- Community Events). Pyrotecnico is on the approved vendor list and we request that competitive bidding be waived.

REYNOLDSBURG FIREWORKS DISPLAY CONTRACT

THIS CONTRACT AND AGREEMENT, for the sale and display of fireworks made and concluded this _____ day of _____, 2016, by and between **Pyrotecnico** of New Castle, Pennsylvania, and the **City of Reynoldsburg**, a chartered municipal corporation formed under the laws of the State of Ohio, hereinafter referred to as ("City").

WITNESSETH: For and in consideration of the mutual covenants herein contained and other valuable consideration in hand paid, receipt of which is hereby acknowledged, and of the terms and conditions hereinafter mentioned, the parties to this contract do mutually and severally agree to perform their several and respective covenants and to guarantee terms, conditions, and payments of this contract.

1. Pyrotecnico agrees to sell, furnish, and deliver unto City fireworks to be exhibited in accordance with the programs set forth in the "Proposal for City of Reynoldsburg" in which are attached hereto and incorporated by reference into this contract as if fully restated.

2. Said fireworks to be furnished for display on the following date **July 1, 2016**, provided the weather permits a display. It being mutually understood and agreed that should inclement weather prevent the presentation of said display on said date, the date of **July 2, 2016** will be the "**rain date**" of the event. It being mutually understood and agreed that should inclement weather prevent the presentation of said display on said "**rain date**", a meeting of the parties will be held to discuss the postponement date(s). It is agreed to and understood by the parties hereto that in the event the fireworks have been taken out and set up before the inclement weather and with good weather prevailing, then such exhibition of fireworks must be carried out in the safest manner without any deductions whatever from the hereinafter named compensation.

3. If, due to the occurrence of a contingency as described above, with the aforementioned dates it is in Pyrotecnico's professional opinion with a reasonable degree of certainty, impossible or impracticable to present the display at the dates and times specified, Pyrotecnico and the City will confer with a view towards reaching a mutually satisfactory postponement date. In the event that the mutually satisfactory postponement date is beyond the date following the scheduled exhibition and Pyrotecnico personnel and equipment are required to return to their original point of origin, then the City shall be obligated to pay an additional charge of 15% of the contract price for transportation and travel of material and personnel back to the display site. In the event a mutually satisfactory postponement date cannot be determined, or if once determined, that postponement date must, due to any such contingency, be likewise postponed, then and in such event the City shall have no obligation to pay the remaining balance of the sum to be paid hereunder, and the deposit previously made by the City shall be returned to the City forthwith, less any and all reasonable expenses incurred by Pyrotecnico in anticipation of presenting such display, including, but not limited to, costs associated with set-up and takedown of equipment, and transportation of materials and Pyrotecnico personnel.

4. Pyrotecnico agrees to furnish unto the City one or more trained (pyrotechnic) personnel to present the said display. The City agrees to procure and furnish a suitable place to display said fireworks, and to secure all applicable police, fire, local, state, and federal governmental permits, licenses, and approvals.

5. The City agrees to indicate that Pyrotecnico is the organization responsible for exhibiting the fireworks on the said date in all advertisements, billings, and public relations materials.

6. The City agrees to furnish to Pyrotecnico ample police and fire protection for the protection of its property and the firing of the exhibition without interference from the public.

7. The City agrees to furnish and set up restraining lines pursuant to the instructions supplied by Pyrotecnico and in compliance to all rules, orders, and regulations of the National Fire Protection Association.

8. The City agrees to furnish adequate protection and security of the exhibition grounds to preclude all individuals other than those authorized by Pyrotecnico from entering the security area. No personal property of any kind, including but not limited to motor vehicles shall be allowed within the "safe zone". Prior to, during, and immediately following the display, the City shall be solely responsible to furnish and set up restraining lines for keeping all persons (except the trained personnel and their designated help) out of the danger area and behind the safety zone lines. This paragraph does not eliminate Pyrotecnico's obligation to provide security at all times, once the fireworks are inside the City or Township.

9. The City agrees to furnish to Pyrotecnico the sum of \$27,850 (the "Contract Price") paid as follows: a. 50% of the Contract Price due upon the signing of the contract; b. the balance of the Contract Price due within ten (10) days of completion of the Fireworks exhibition. The City agrees to pay interest at the rate of 1.5% per month on any delinquent balance of the Contract Price until paid in full. Payment shall be made by certified check or otherwise as agreed by Pyrotecnico to Pyrotecnico at P.O. Box 149, New Castle, Pennsylvania 16103. Furthermore, in the event the City fails to perform its obligations and responsibilities as set forth herein and it becomes necessary for Pyrotecnico to enforce its rights by hiring an attorney, the City shall be responsible for all attorneys' fees and costs incurred by Pyrotecnico to collect said sums.

10. Pyrotecnico agrees to name the City of Reynoldsburg and Truro Township as additional insured on a Ten Million Dollar (\$10,000,000) non-waste liability insurance coverage and supply the City with evidence of said coverage.

11. The City agrees to indemnify Pyrotecnico and hold its shareholders, directors, officers, employees, agents, representatives, and insurers harmless from any and all demands, claims, causes of action, judgments or liability (including the cost of suit and reasonable costs of experts and attorneys) arising from damage to or destruction of property (including real and personal) or bodily or personal injuries (including death) whether arising in tort, contract, or otherwise, that occur directly or indirectly from (a) the **gross negligence** or **willful misconduct** of the City or its employees, agents, contractors, or representative, or (b) the failure of the City to comply with its obligations and responsibilities as set forth herein.

12. Pyrotecnico agrees to indemnify the City and hold its employees, officials, agents, representatives, and insurers harmless from any and all demands, claims, causes of action, judgments or liability (including the cost of suit and reasonable costs or experts

and attorneys) arising from damage to or destruction of property (including real and personal) or bodily or personal injuries (including death), whether arising in tort, contract, or otherwise, that occur directly or indirectly from the **gross negligence** or **willful misconduct** of Pyrotecnico or its employees, agents, contractors, or representatives.

13. Pyrotecnico agrees to notify Truro Township Fire Department (TTFD) immediately when the vehicle carrying the fireworks arrives in the City of Reynoldsburg. Pyrotecnico agrees to furnish a 24 hour guard, at their sole cost, with the vehicle during the time it is in the City of Reynoldsburg or Truro Township. Pyrotecnico agrees to inspection of fireworks mortar racks that are encased in wood, if deemed necessary by TTFD, then wood will be replaced with undamaged lumber. Pyrotecnico agrees to secure, fireworks mortar racks and cakes, to the ground according to specification and jurisdictional authority. Pyrotecnico agrees to furnish and employ an electronic firing system. Pyrotecnico agrees to furnish and employ protective clothing required by the Ohio Fire Code and NFPA 1123. Pyrotecnico agrees to furnish a letter to TTFD stating that all mortars to be used for the exhibition are made of approved material, of sufficient strength, length and durability to cause shells to be propelled to a safe altitude as required by Ohio Fire Code and NFPA 1123.

14. Neither party, under any circumstances, shall be entitled to recover any consequential, incidental, exemplary, special, and/or punitive damages from the other party to this agreement, including, without limitation, loss of income, business or profits.

15. In the event of fire, flood, Acts of God, or other causes beyond the control of Pyrotecnico, which prevents the delivery of said materials, the parties hereto release each other from any and all performances of the covenants herein contained and from damages resulting from the breach thereof.

16. The parties agree that in any action on or relating to the contract, that exclusive jurisdiction and venue are hereby vested in the Franklin County Court of Common Pleas, Franklin County, Columbus, Ohio.

17. If any provision of the contract is held to be illegal, invalid or otherwise unenforceable, then (a) the same shall not affect other terms or provisions of this contract and (b) such terms or provisions shall be deemed modified to the extent necessary to render such term or provision enforceable and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest extent the intent and agreements of the parties set forth herein.

18. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

19. This contract and the "Proposal for City of Reynoldsburg" constitutes the entire agreement between the parties hereto, and there are no other understandings, either oral or written, regarding to the subject matter hereof.

IN WITNESS THEREOF, the undersigned executed this contract by and through their duly authorized representatives whose names appear below.

City of Reynoldsburg

By _____,

Bradley L. McCloud, Mayor

Date _____

Witness

Pyrotecnico

By _____

Print Name _____

Date _____

Witness

This contract was prepared by and is hereby approved as to form by:

James E. Hood
Reynoldsburg City Attorney

FISCAL OFFICER'S CERTIFICATION

IN TESTIMONY WHEREOF, the said parties hereunto set their hand the day and year first written above. It is hereby certified that both at the time of the making of this contract or order and at the date of the execution of this certificate, the amount of \$27,850.00 required to pay this contract or order has been appropriated for the purpose of this contract or order and is in the treasury or in the process of collection to the credit of the _____ fund free from any other previous encumbrances.

City of Reynoldsburg

Richard Harris, Auditor

Attachment: Fireworks Contract 2016 (1380 : 2016 Fireworks Contract)

Service Committee**Mel Clemens****Phone****ORDINANCE REQUEST**

DATE: **May 9, 2016****TO:** **Service Committee****RE:** ORDINANCE APPROVING SPECIAL EXCEPTION USE PERMIT -
(6549 E. Livingston Avenue; proposed use - Childcare Center); applicant,
Mark Jones, Sr..

6549 E. Livingston Ave.; Application #172916; Applicant: Mark Jones, Sr.; Business Name:
The Jones School; Special Exception use

CITY OF REYNOLDSBURG
Department of Development
Planning & Zoning Division
7232 East Main Street
Reynoldsburg, Ohio

Section 1139
BOARD OF ZONING & BUILDING APPEALS
APPLICATION

Application #: 172716
Permit #:
Date Submitted: 2/17/16
Fee Amount: \$350.00
☒ Paid: Visa

I. PROPERTY INFORMATION

Property Address:
6549 E LIVINGSTON AVE, REYNOLDSBURG, OH 43068

II. PROPERTY OWNER OF RECORD

Property Owner Name(s):
E.V. Bischoff Co

Contact Email:
JHEKMAN@EVBCO.COM

Contact Phone Number:
614-221-4736

III. BUSINESS INFORMATION (IF APPLICABLE)

Business Name:
THE JONES SCHOOL

Contact Name:
MARK JONES SR

Contact Phone Number:
330-398-8737

Contact Email:
JONES-MARK@THEJONESCHOOL.COM

Description of Use:
CHILD CARE CENTER

IV. APPLICANT INFORMATION

Applicant Name:
MARK JONES SR

Applicant Address:
4011 DUNBY ST, WHEELING, OH 43613

Applicant Phone Number:
330-398-8737

Applicant Email:
JONES-MARK@THEJONESCHOOL.COM

☐ Property Owner ☐ Business Owner/Tenant ☐ Contractor ☐ Architect/Engineer

PROJECT INFORMATION

CHECK AND DESCRIBE IF APPLY:
Variance (☐ Non-Residential (\$450) / ☐ Residential (\$100)):

☒ Special Exception Use (\$350): Childcare Center
☐ Major Site Plan Review (\$500):
☐ Other:
Applicant shall submit nine (9) copies of application and materials to the Planning Administrator. Please review the attached sections of the Zoning Code and note the items you are responsible for submitting with this application.

Applicant Signature: [Signature]

Date: 02-16-2016

Additional Notes:

OFFICE USE ONLY

Zoning Information

Zoning District: CC

☐ Historic District
☒ CC Overlay

Other Board Approval

☐ DRB

BZBA Meeting

Date: 2/17/16

☐ Approved as Submitted
☐ Approved w/ Conditions
☐ Tabled
☐ Denied

City Council Meeting

Date:

☐ No Action Taken
☐ Approved as Submitted
☐ Approved w/ Conditions
☐ Denied

Planner Initials: _____ Date: _____

Clerk of Council Initials: _____ Date: _____

Attachment: Application #172916 (1418 : 6549 E. Livingston Ave.; Application #172916; Applicant: Mark Jones, Sr.)



THE JONES SCHOOL

The Jones School LLC,
6549 E. Livingston Ave
Reynoldsburg, OH 43068
330-398-8737

February 15, 2016

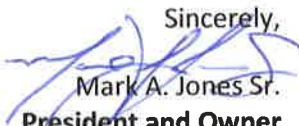
The City of Reynoldsburg Zoning Department
7232 E. Main St
Reynoldsburg, OH 43068
614-322-6802

Proposed Operations

The Jones School LLC. Is an company dedicated to providing Childcare Services to the local communities for which it's schools are located. The Jones School is proposing to operate within the Blacklick Plaza from 6:00am to 6:00pm. The Jones School will be providing these services to children from 6weeks to school age will be in the center for a majority of the day. There will also be before care from 6:00am to 7:00am and after care from 3:00pm to 6:00pm for the school age children between the ages of 5 to 11 years of age.

The Jones School is planning some seasonal proگرامing during spring break, summer break, and winter break for the school age children. Those programs are in the planning stages but we are working on them right now and they should be going into the finalization in the coming weeks. We want to ensure the families in the community have a place to bring their children when the schools are closed to keep their children engaged.

Thank you for your time on this matter.

Sincerely,

Mark A. Jones Sr.
President and Owner
The Jones School LLC.



The Jones School LLC,
6549 E. Livingston Ave
Reynoldsburg, OH 43068
330-398-8737

February 15, 2016

The City of Reynoldsburg Zoning Department
7232 E. Main St
Reynoldsburg, OH 43068
614-322-6802

To Whom it May Concern,

Herein are the details surrounding The Jones School’s application for Special Exception Uses for the address of 6549 E. Livingston Ave, Reynoldsburg, OH 43068 located within the Blacklick Plaza. The Jones School is an Early Learning Center that will be providing Childcare/Daycare services to the Reynoldsburg community as well as the surrounding areas. Please see the below as it applies to prescribed information of Section 1145 and 1145.09.

Section 1145

- 1. **Description of the existing use of the lot and of adjacent lots;** *the existing use of the lot was previously Glorious Kids and Little Angles prior to that. The use of the space to be occupied by The Jones School has been in use as a Childcare Center in the Blacklick Plaza since at least 2003. The store rooms directly adjacent to 6549 are the Callos Staffing Company and a 1,200 s.f Vacant unit .*
- 2. **The application shall include a description of the activities proposed on the site, including the goods and services, hours of operation, anticipated number of employees, nature and volume of delivery activity, and other information which will enable the Board to understand the nature of the proposed uses and its potential impacts;** *The activities that will be performed on the site will be Childcare/ Early Education services. The Jones School will be providing services and care for children ranging from 6weeks old to 11 years old. The hours of operation will be 6am to 6pm Monday through Friday. The anticipated number of employees will be solely dependent upon enrollment into the center. However previously the center was rated for upwards to 98 children. This will allow for the hiring of 5 to 15 employees depending on ratios and enrollment. There will be deliveries to the location depending on structure of the food*



THE JONES SCHOOL

service operation there may be deliveries from vendors like Sysco, GFS, or Single Source however; initially deliveries may come from a local catering vendor as meals for the Childcare Center may be catered in. The Jones School also plans to host community events targeted at drawing Reynoldsburg residents to the Blacklick Plaza for family friendly activities in coordination with the other family friendly businesses now located in Blacklick Plaza and those targeted by Blacklick Plaza. The new food and beverage operations, the planned Amphitheater and the Community Garden all currently in place or planned by the Blacklick Plaza will be central to our becoming a part of the Reynoldsburg Community

3. **A plan for the proposed site and improvements showing the proposed location of all structures, parking and loading areas, streets and traffic accesses, open spaces, refuse and service area, utilities, signs, yards, landscaping, and other relevant features;** *The plan for this site is to be used for The Jones School. Since it has been a day care center for over a decade, there will not need to be any internal improvements initially however there will be some permits requested to make some improvements to the Food Prep Area to make the Childcare Center more self-sustaining. There is no dedicated parking area in the front of the Daycare as it is general parking available to the entire shopping plaza. Parking is thought to be extensive. The Loading area is located in the rear of the building directly off of the Kitchen. The Owner of Blacklick has made a substantial improvement to the rear of the shopping center to isolate any vehicular traffic away from any possible pedestrian traffic and has eliminated the circular traffic pattern that you find in most shopping center further discouraging any traffic to the south of the Center. The only exterior improvements that will be made will be to the display sign above the proposed location and on the sign that is located approximately 15ft. from E. Livingston Ave. There will be no signs other than a now enrolling signs that will be placed out for 3 to 4 weeks preceding the opening of the center and 3 to 4 weeks after the centers opening only if it is permissible by the City of Reynoldsburg and the EV Bishoff Company. There will be some improvements that will be done to the rear(south) of the building directly behind the daycare center to further improve the existing green space for the children to enjoy recreation within the parameters of the Department of Job and Family Services.*
4. **A narrative statement discussing the compatibility of the proposed use with the existing uses of adjacent lots including and evaluation of the effects on adjoining lots of such elements as traffic circulation, noise, glare, odor, fumes, vibration, and storm water, and any measures proposed to mitigate such effects;** *If the special exception is granted The Jones School would be compatible with the existing uses of adjacent lots as it is occupying a space that was previously utilized for a childcare center over the last 13 years. It will add value to the area as it will provide a quality childcare center that will become a staple in the Reynoldsburg community. The center will not take away from the luster of the plaza. It will also draw more foot traffic in the plaza*



THE JONES SCHOOL

which will be beneficial to the economy as a whole. This will draw business for the existing restaurants and the stores located within the plaza. Families that choose the childcare center for their children will see that there are restaurants, a Laundromat, and convenience store as well as other businesses that may useful to them. So the compatibility factor is that by putting a quality business in the plaza will bring more business into the area. As it applies to traffic circulation and noise the busy times for the childcare center will between 6:00am and 8:00am for the morning hours and 4:00pm to 6:00pm for the evening hours because that is generally when parents drop-off and pick-up. The noise will be at a minimum except for the time when children are outside for recess and noise will still be at a minimum as it applies to the front of the building because the recess area will be in the green space that will be located in the rear of the building. There will be no effects to the other adjacent lots as it applies to glare, odor, fumes, and vibrations due to the fact that there will be not machining or any other such work being conducted in the space nor will there be any major renovations conducted in the space. If there are any major renovations done there will be plenty of notice as to those renovations and most of the renovations will be done during the evening hours or weekends where there are not children in the area and when traffic in the plaza is at its lowest. As for the effects on the storm water we will not be changing the landscape of the current parking lot or any other areas that affect running of the storm water.

5. **A narrative addressing each of the applicable criteria set forth in section 1145.09:**
- The proposed use shall be in harmony with the existing or intended character of the district and nearby affected districts and shall not change the essential character of the districts;**
 - The proposed use shall not adversely affect the use of adjacent property;**
 - The proposed use shall not adversely affect the health, safety, morals, or welfare of persons residing or working in the neighborhood;**
 - The proposed use shall be served adequately by public facilities and services such as, but not limited to roads, police and fire protection, storm water facilities, water, sanitary sewer, and schools;**
 - The proposed use shall not impose a traffic impact upon the public right-of-way significantly different from that anticipated from permitted use of the district;**
 - The proposed use shall be in accord with the general and specific objectives, and the purpose and intent of this Zoning Code and the Land Use Plan and any other plans and ordinances of the City;**
 - The proposed uses complies with the applicable specific provisions and standards of this Code;**
 - The proposed use shall be found to meet the definition and intent of a use specifically listed as a special exception in the district in which it is proposed to be located, except as otherwise provided by this Zoning Code.**



THE JONES SCHOOL

The Jones School would like to convey to the zoning department that the proposed use of the 6549 E. Livingston shall be in harmony with the existing character of the district and nearby affected districts and shall not change the essential character of the districts. The proposed use shall not adversely affect the use of adjacent property as The Jones School is an Early Learning Center that has minimal foot traffic, and is a business that does not promoted loitering in the common spaces of the plaza. Due to the nature of the business its financial impact will be great but it’s presence in the plaza will be hardly noticed as it applies to noise etc. The proposed use shall not adversely affect the health, safety, morals, or welfare of persons residing or working in the neighborhood. The proposed use of the space will actually increase their pride in the community as The Jones School is a professional Early Learning Program what will be actively involved in the community by hosting community events that will foster an environment where the residents will find resources, and good wholesome fun. With the proposed improvements of the Blacklick plaza The Jones School plans to be a major supporter in the use of the Amphitheater and the outdoor recreations space to ensure that the Blacklick plaza is a premiere area for the City. The proposed use shall be served adequately by public facilities and services such as but not limited to roads, police and fire protection, storm water facilities, water, sanitary sewer, and schools. The proposed use shall not impose a traffic impact upon the public right-of-way significantly different from that anticipated from permitted use of the district. The Jones School’s presence in the proposed space will not in any way impact the public right-of-way in any way that will be negative or that will adversely affect the traffic patterns or uses in the area.

Thank you for your time on this matter and we hope that the results of this review are favorable as it applies to The Jones School LLC. being granted the special exception to do business within your community.

Sincerely,


Mark A. Jones Sr.
President and Owner
The Jones School LLC.

AERIAL VIEW OF BLACKCLICK PLAZA



Parks & Recreation**Donna Bauman****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6878 Phone****ORDINANCE REQUEST**

DATE: **May 9, 2016****TO:** **Finance Committee****RE:** Ordinance Authorizing the Mayor to Enter into Contract with EMH&T for the Engineering, Plans, Advertising, and to Prepare Bid Documents for the Painting of the Livingston House. (First Reading 4/25/2016).

Authorize Mayor to enter into contract with EMH&T , 5500 New Albany Rd., Columbus, OH 43054, for engineering, plans, prepare bid document, supply bid documents for distribution, advertise for bids, and preparation of bid tabs for the painting of the Livingston House.

Development Department**Dan Havener****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6831 Phone****ORDINANCE REQUEST**

DATE: **May 9, 2016****TO:** **Service Committee****RE:** ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE
CITY OF REYNOLDSBURG ADOPTED BY ORDINANCE NO. 131-95
ON NOVEMBER 27, 1995 AND AS SUBSEQUENTLY AMENDED -
1636 Graham Road, Reynoldsburg, Ohio, from R-2/R-3 Single Family
Residence District to S-1 Special District, applicant, Reynoldsburg United
Methodist Church. (Second Reading 4/25/2016).

See attached documentation

Application #: 172881
Permit #:
Date Submitted: 2/8/16
Fee Amount: \$1,000
☒ Paid: 32702

PLANNING COMMISSION APPLICATION

II. PROPERTY INFORMATION			
Property Address/Name of Plat: 1636 Graham Rd, Reynoldsburg, OH 43068		FOR REZONING ONLY	
Description of Location for Preliminary and Final Plat only:		Proposed Zoning: S-1	
Parcel ID(s): 060-000996, 060-001034, 060-007668, 060-007601 060-001820, 060-001008, 060-007821		Size of Area to be Rezoned: 6.5 Acres	
Number of Lots: 7	Present Zoning: R-2, R-3	Present Use: Church Parking	Existing Structures: Vacant Lots, with old driveways in place.
Complete Where Applicable: Thomas Warner, PE Engineer/Surveyor: Advanced Civil Design			
Builder:			Proposed Use: Church Facility
III. PROPERTY OWNER OF RECORD			
Property Owner Name(s): Reynoldsburg United Methodist Church		Property Owner Address(s): 1636 Graham Road, Reynoldsburg, OH 43068	
IV. APPLICANT INFORMATION			
Applicant Name: Reynoldsburg United Methodist Church ATTN: Scott Huber			
Applicant Address: 1636 Graham Road, Reynoldsburg, OH 43068			
Applicant Phone Number: 614-866-5864		Applicant Email: shuber@rumc.org	
I. PROJECT TYPE			
☐ Subdivision Without Plat (\$150 Residential/\$250 Commercial) ☐ Preliminary Plat (\$750 + \$50 per lot) ☐ Final Plat (\$750 + \$50 per lot) ☒ Rezoning (\$750 Residential/\$1,000 Other)			

Applicant Signature: Karin Dragmette Date: 1/28/2016

Additional Notes:	**OFFICE USE ONLY**	
	<u>Zoning Information</u>	
	☐ Historic District ☐ CC Overlay	
	<u>Additional Requirements</u> ☐ Building Permit	
	Meeting Date: <u>4/7/16</u>	
	Meeting Results	
	☐ Approved: _____ ☐ Tabled _____ ☐ Denied _____	
	Planner Initials: _____ Date: _____	

REYNOLDSBURG UNITED METHODIST CHURCH PROJECT
PRELIMINARY SCHEDULE

MARCH 3, 2016: Commence Phase 2 DD/CD Design Phase

MID-MAY 2016: Submit CDs for Permit Approval

END OF JUNE 2016: Commence construction

JULY 2017: Complete construction

Attachment: 1636 Graham Rd, App #172881 (1320 : Rezoning 1636 Graham Rd)

Zoning Description
6.3 +/- Acres
East of Graham Road
West of Godfrey Circle

Situated in the State of Ohio, County of Franklin, City of Reynoldsburg, Half Section 29, Section 18, Township 16, Range 20, Refugee Lands, being all of a 1.016 acre tract of land and a 1.000 acre tract of land as conveyed to The Reynoldsburg United Methodist Church as recorded in Official Record 15165A13 and Official Record 14564A11 and a 1.204 acre tract of land, a 0.382 acre tract of land, a 1.364 acre tract of land and a 1.636 acre tract of land conveyed to Reynoldsburg United Methodist Church as recorded Instrument Number 200603170050779, Official Record 22128A10, Instrument Number 200701220012684 and Instrument Number 199904130091449 and being more particularly described as follows:

Beginning, at the southwesterly corner of said 1.636 acre tract, being in the easterly right-of-way line of Graham Road;

Thence **N 03° 54' 34" E**, along the westerly line of said 1.636 acre tract, said 1.364 acre tract, said 0.382 acre tract and said 1.204 acre tract, being the easterly right-of-way line of said Graham Road, **362.40 feet** to the northwesterly corner of said 1.204 acre tract;

Thence **S 86° 20' 49" E**, along the northerly line of said 1.204 acre tract, said 1.016 acre tract and said 1.000 acre tract, **758.04 feet** to the northeasterly corner of said 1.000 acre tract;

Thence **S 03° 52' 26" W**, along the easterly line of said 1.000 acre tract, said 1.364 acre tract and said 1.636 acre tract, **360.43 feet** to the southeasterly corner of said 1.636 acre tract;

Thence **N 86° 29' 46" W**, along the southerly line of said 1.636 acre tract, **758.28 feet** to the **Point of Beginning** containing **6.3+/- acres**, more or less. Subject, however, to all legal highways, easements, and restrictions. The above description was prepared by Advanced Civil Design, Inc. on December 10, 2015 and is based on existing Franklin County Auditor's and Recorder's records.

This description is not to be used for the transfer of land.

ADVANCED CIVIL DESIGN, INC.

Zoning Description
0.2 +/- Acres
East of Graham Road
West of Long Spur Drive

Situated in the State of Ohio, County of Franklin, City of Reynoldsburg, Half Section 29, Section 18, Township 16, Range 20, Refugee Lands, being all of a tract of land conveyed to Reynoldsburg United Methodist Church as recorded in Official Record 20343I02 and being more particularly described as follows:

Being Lot Number Forty-seven (47) of Leighton Village Section 2, as the same is numbered and delineated upon the record plat thereof, of record in Plat Book 74, Page 42, Recorder's Office, Franklin County, Ohio.

Containing **0.2+/- acres**, more or less. Subject, however, to all legal highways, easements, and restrictions. The above description was prepared by Advanced Civil Design, Inc. on December 10, 2015 and is based on existing Franklin County Auditor's and Recorder's records.

This description is not to be used for the transfer of land.

ADVANCED CIVIL DESIGN, INC.

Z:\15-0001-715\survey\0.2 ac zoning desc.doc

3. Facilities Demand Worksheet

(To be completed for Major Site Plans, Re-Zoning, and Plot, Grade, & Utility Plan Applications¹)

1. Water:

- a. What will the total demand for water be in gallons per day (gpd) for this proposed site improvement?

125 (Existing Church) gpd
110 (Building Addition)
- b. How much pressure is required?

40 (Existing Church) psi
40 (Building Addition)

Coordinate with the Director of Engineering to determine if a Water Usage/Flow Study is required (614.322.6884).

2. Sanitary Sewer:

- a. What will the total anticipated flow in gallons per day for this proposed site improvement?

125 (Existing Church) gpd
110 (Building Addition)

Coordinate with the Department of Engineering to determine if a Utility Study is required (614.322.6884).

3. Traffic:

a. Definitions:

- i. Traffic Access Study: This type of study is to be used for small scale projects generating 50- 200 trip ends during the peak hour of the adjacent street or during the peak hour of the generator, whichever is higher. These studies are applicable to projects that do not have a significant impact on the overall transportation system, but will have impacts on site access points. Analysis is typically limited to review of access point location, type, and size. Analysis of turn lane requirements on the public road at the proposed access point may also be reviewed.
- ii. Traffic Impact Study: An impact study is to be completed for uses that generate more than 200 trip ends during the peak hour of the adjacent street or during the peak hour of the generator, whichever is higher. This type of evaluation usually includes all access points and nearby intersections. The scope of the Traffic Impact Study is to be determined by affected agencies and the Applicant.
- iii. Regional Traffic Analysis: This type of analysis is suited for large scale or groups of smaller projects that impact a large geographical area significant enough in the judgment of City to require an evaluation of impacts on a Comprehensive or Thoroughfare Plan Scale. Road segments, intersections, and perhaps alternative road networks shall be analyzed and long term needs identified. The scope is to be determined by affected agencies and the Applicant.

- b. What are the anticipated Average Daily Traffic (ADT), Generator Peak Traffic, Adjacent Street Peak Traffic volumes, generated by the site improvement and what are the Peak Hours of operation (using ITE Trip Generation Manual).

208 ADT

Generator Peak	Adjacent Street Peak	Peak Hour
<u>20</u> AM	<u>13</u> AM	<u>20</u> AM
<u>21</u> PM	<u>13</u> PM	<u>21</u> PM

- c. Is rezoning being requested that will generate 200 or more peak hour trip ends that the current zoning does not anticipate?

 Yes, Traffic Impact Study or Regional Traffic analysis is required.

 X No, Traffic Access Study Required.

- d. Check the following as applicable to the site development:

 Rezoning

 X There are less than 200 Peak Hour trips anticipated
(Traffic Access Study is required)

 There are 200 or more Peak Hour trips anticipated
(Traffic Impact Study or Regional Traffic Study is required).

- e. The information presented in this section is to assist the Applicant with the requirements for Traffic Analysis within the City Of Reynoldsburg. The Village reserves the right to change these requirements if special conditions exist. If a Traffic Impact Statement or Regional Traffic Analysis is required, the Applicant and the Engineer must schedule a scope verification meeting with the Village and any other local, state, or federal agencies affected by the proposed site improvements.

I certify that the information provided with this application is correct and accurate to the best of my knowledge, in filing this Application with the City of Reynoldsburg.


Applicant's Signature: JOSEPH V. PAX, AIA
ARCHITECT OF RECORD
RAISER DESIGN GROUP, INC.

JANUARY 12, 2016
Date



November 24, 2015

Mr. Thomas Warner, P.E.
Advanced Civil Design
422 Beecher Road
Gahanna, OH 43230

Re: Reynoldsburg United Methodist Church Expansion
City of Reynoldsburg, Franklin County, Ohio

Dear Tom:

Please consider this letter a summary of the trip generation for the subject development that you need to incorporate into the City of Reynoldsburg’s Facilities Demand Worksheet. I believe the City will need to see the background to the traffic numbers in the Facilities Demand Worksheet, so please forward it to them when you submit.

BACKGROUND

The existing site is proposed to be expanded to include a 22,800 SF Family Life Center. The site is located on the east side of Graham Road between Burkey Drive and Palmer Road. The City of Reynoldsburg’s *Development Handbook* has a Facilities Demand Worksheet that has a section related to traffic designed to determine what type of traffic study, if any, needs to be performed. While the peak hour of a church occurs on Sunday morning, this expansion is an ancillary use and does not affect seating in the auditorium. In a phone consultation on November 17, 2015 with Eric Snowden (City Planning Administrator), he concurred with this assessment and directed that the trip calculations should be focused on weekday activity.

TRIP GENERATION ANALYSIS

In traffic engineering, the accepted method for computing trip generation is utilizing data from the *Trip Generation Manual* published by the Institute of Transportation Engineers (ITE). The land use “Church” (ITE Code #560) was used to represent the site. The area of the expansion is 22,800 square feet.

Table 1 which is attached shows a summary of the weekday trip generation calculations for the land use which includes both the peak hour generator and the peak hour of the adjacent street. Referencing Table 1, the input to Section 3b of the Facilities Demand Worksheet would be as follows:

208 ADT

Generator Peak	Adjacent Street Peak	Peak Hour
<u>20</u> AM	<u>13</u> AM	<u>20</u> AM
<u>21</u> PM	<u>13</u> PM	<u>21</u> PM

88 W. Church Street
Newark, Ohio 43055
740.345.4700

1900 Crown Park Court
Columbus, Ohio 43235
614.914.5543

Attachment: 1636 Graham Rd, App #172881 (1320 : Rezoning 1636 Graham Rd)

Reynoldsburg United Methodist Church Expansion
City of Reynoldsburg, Franklin County, Ohio

Smart Services, Inc.
11/24/2015

CONCLUSIONS

Based on the trip generation calculations, the proposed expansion will generate 21 trips in a weekday peak hour. Though Sections 3c and 3d of the Facilities Demand Worksheet would indicate an access study is required, the definition of a traffic access study provided in Section 3ai states that an access study is to be used for projects generating 50-200 trips. This range is above the projected trips for the proposed expansion. Therefore, the conclusion is that further study of traffic would not be required for this expansion.

Please let me know if you have any questions. Thank you.

Sincerely,
SMART SERVICES, INC.



Todd J. Stanhope, PE, PTOE
Project Engineer

Submitted: One electronic copy (PDF format) via e-mail



Registered Engineer No. E-64507, Ohio

11-24-2015

Date

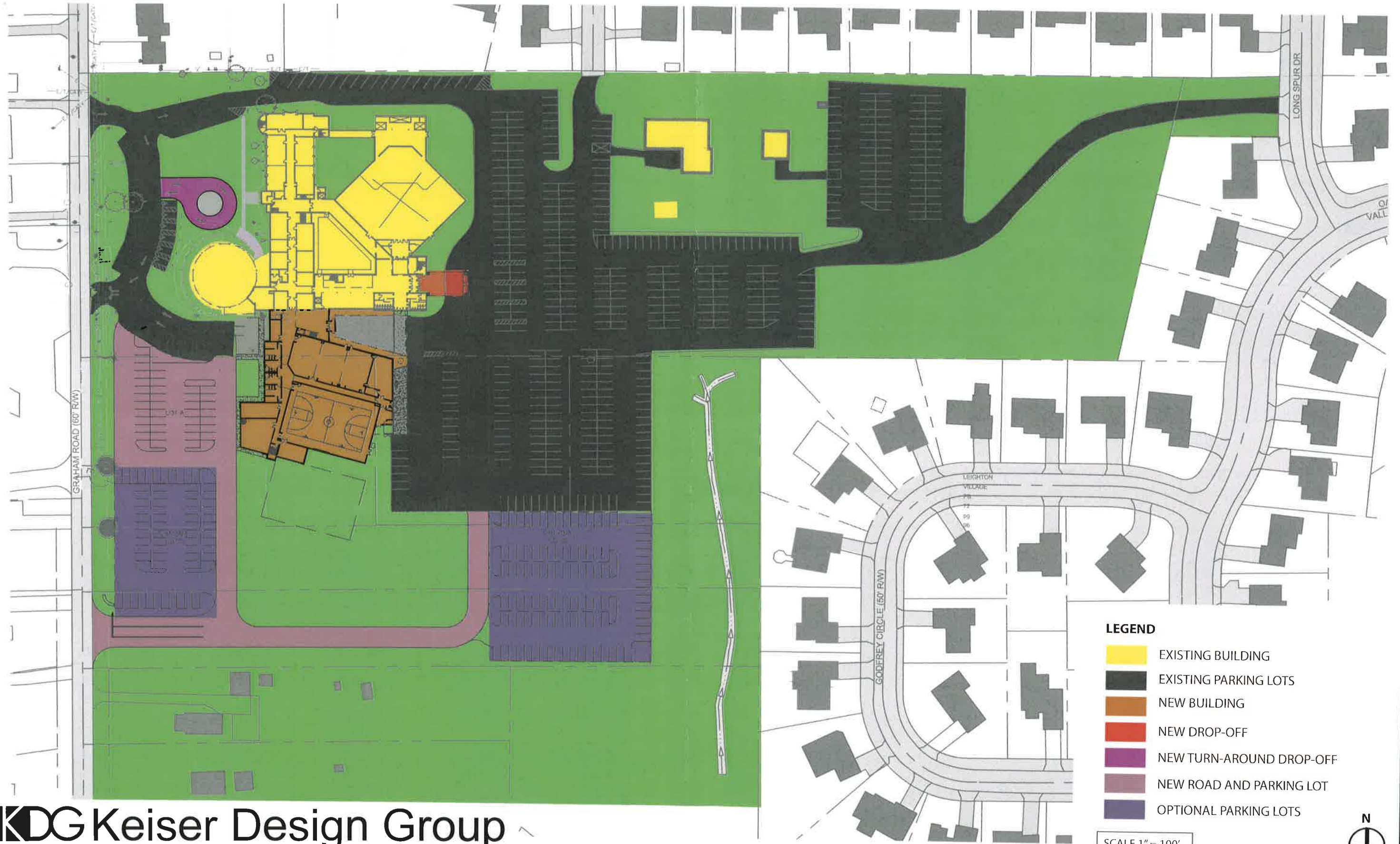


Traffic Study Subarea	Land Use	Time of Day	Data Set from: <i>Trip Generation Manual, 9th Edition</i> (Unless noted Otherwise)	Override with Average	Regression Equation from: <i>Trip Generation Manual 9th Edition</i>	Total Trips	Entering		Exiting	
							%	Total Trips	%	Total Trips
	Church (ITE Code #560) Ind. Variable (X) = 22.80 1000 SF Gross Floor Area	Daily	Weekday	☒	Average Rate= 9.11	208	50%	104	50%	104
		AM Peak	Peak Hour of Adj. Street Traffic, One Hour between 7 & 9 AM	☐	Average Rate= 0.56	13	62%	8	38%	5
		PM Peak	Peak Hour of Adj. Street Traffic, One Hour between 4 & 6 PM	☐	Average Rate= 0.55	13	48%	6	52%	7
				☐						
	Church (ITE Code #560) Ind. Variable (X) = 22.80 1000 SF Gross Floor Area	Daily	Weekday	☐	Average Rate= 9.11	208	50%	104	50%	104
		AM Peak	AM Peak Hour of Generator	☐	Average Rate= 0.87	20	55%	11	45%	9
		PM Peak	PM Peak Hour of Generator	☐	Average Rate= 0.94	21	54%	11	46%	10
				☐						
Reynoldsburg United Methodist Church Traffic Analysis - 11/2015										

TABLE 1 - SITE EXPANSION TRIP GENERATION SUMMARY



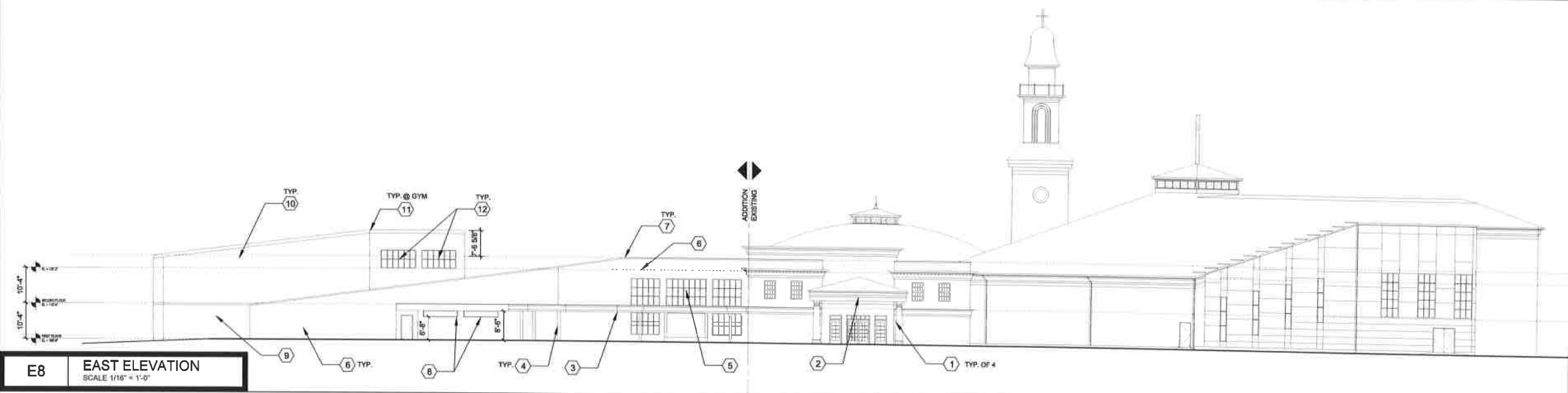
PROPERTY OWNER	ADDRESS	PARCEL ID
RALPH L FISHER	1579 GRAHAM ROAD	060-001035
ARNOLD C BISHEL	1595 GRAHAM ROAD	060-001036
BOBBY C CURRY	1607 GRAHAM ROAD	060-001037
ERIC A BLOUNT	1619 GRAHAM ROAD	060-001038
DANIEL P BROCK	1627 GRAHAM ROAD	060-000953
CHURCH OF CHRIST	1649 GRAHAM ROAD	060-004139
JASON E COLLINS	1671 GRAHAM ROAD	060-001023
ERIC D RAMSEY	1681 GRAHAM ROAD	060-001108
ANDREW J WEIBEL	1703 GRAHAM ROAD	060-001006
LINDA M BARRY	1704 GRAHAM ROAD	060-000944
AUTAMASHA CHAMDLER	7552 PALMER ROAD	060-000989
JANICE J BLAY	7677 GODFREY CR	060-007746
PHILLIP R RENICO	7679 GODFREY CR	060-007747
ELLIOT L LEVY	7681 GODFREY CR	060-007748
MELITA L GARRETT	7683 GODFREY CR	060-007749
JOSEPH R MCKINLEY	7685 GODFREY CR	060-007750
DAVID M STARLING	7687 GODFREY CR	060-007751
MARY A VEHONSKY	7689 GODFREY CR	060-007752
GLORIA J JAMES	7691 GODFREY CR	060-007753
MARK E & JULIE M HARTMAN	7693 GODFREY CR	060-007754
MICHELLE E WILSON	7695 GODFREY CR	060-007755
GRAHAM J WOJCIECHOWSKI	7697 GODFREY CR	060-007756
GEORGE R WOODS JR	1693 LEIGHTON DR	060-007824
BARBARA E BEST	1687 LEIGHTON DR	060-007823
VALARIE G SABATINO	1665 LONG SPUR DR	060-007822
ROBERT A & BETTY J STUART	7740 OAK VALLEY ROAD	060-007713
CHARLES C FRIEBIS	7743 EASTWOOD ST	060-001885
GARLAND J SNIDER	7725 EASTWOOD ST	060-001884
MARGARET P GALLAGHER	7715 EASTWOOD ST	060-001883
ROGER GREENAWALD	7707 EASTWOOD ST	060-001882
LORI L HANSON	7697 EASTWOOD ST	060-001881
FRANK KOVACH	7689 EASTWOOD ST	060-001880
SADIYA ABDULLAHI	7679 EASTWOOD ST	060-001879
JOHN D EVANS	7671 BURKEY AVE	060-001878
RICHARD J ROLWING TR	7661 BURKEY AVE	060-001877
PATRICIA A ROLWING	7651 BURKEY AVE	060-000409
VAN L PARKS	7643 BURKEY AVE	060-000410
STEPHANIE M SINGER	7635 BURKEY AVE	060-000411
RICHARD MYERS	7613 BURKEY AVE	060-000412
KELLY F GREEN	7609 BURKEY AVE	060-000413
LINDA L DUFFY	7597 BURKEY AVE	060-000414
THEODORE P PENNINGTON	7585 BURKEY AVE	060-000415
ROBERT L HOFFMAN	7577 BURKEY AVE	060-000417
CHERYL D GEIGER	1628 GRAHAM ROAD	060-001069
ANDREW P PASKO	1616 GRAHAM ROAD	060-001070



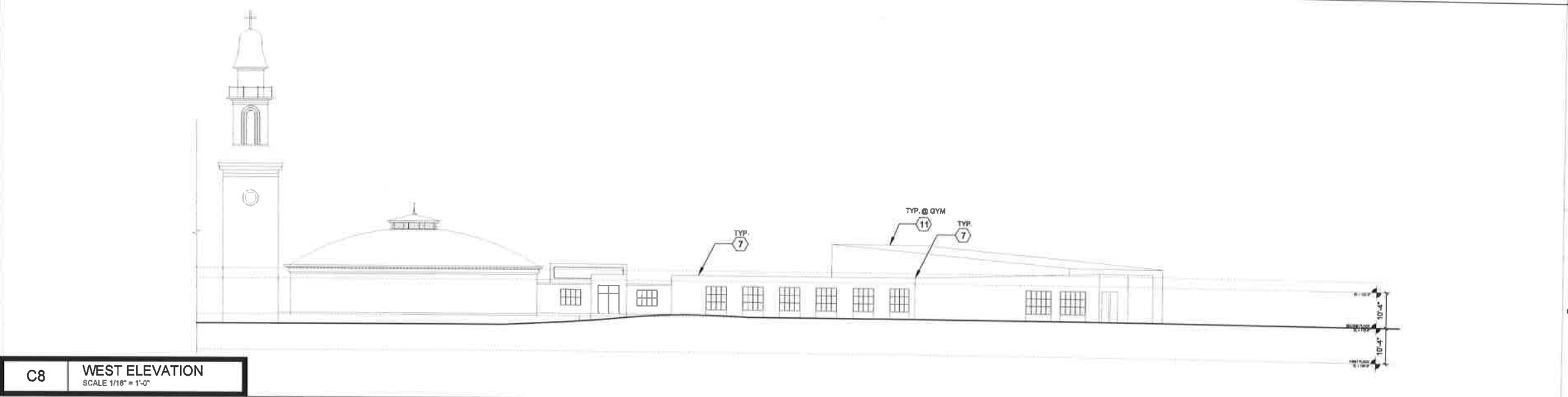
KDG Keiser Design Group

www.keiserdesigngroup.com | 800 Cross Pointe [M] Gahanna, OH 43230 | Phone: 614.864.9999 | Fax: 614.864.9990

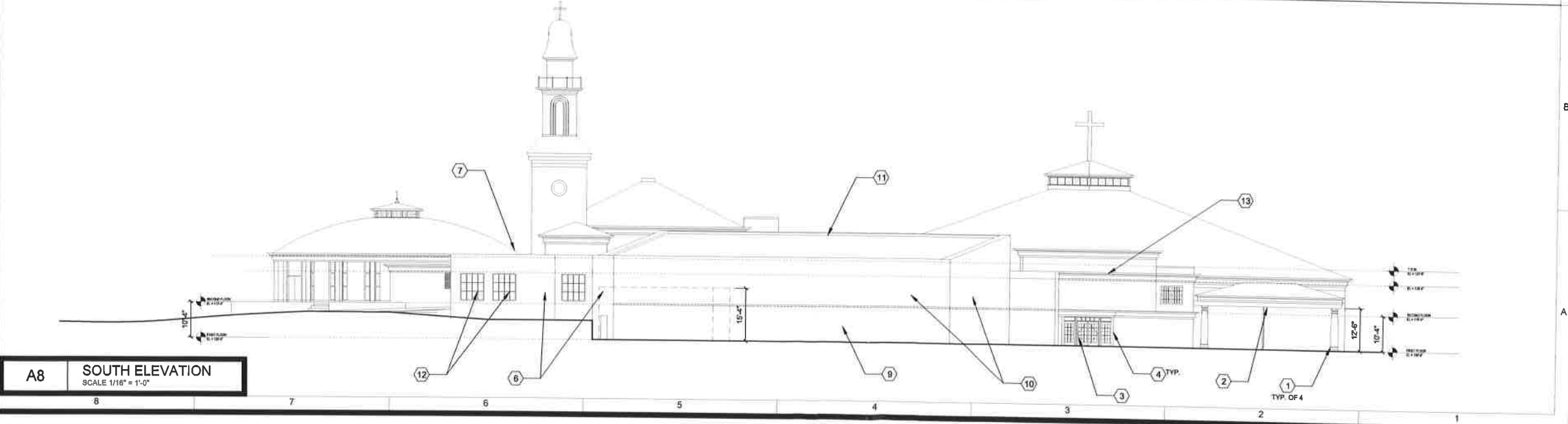
FEBRUARY 8, 2016



E8 EAST ELEVATION
SCALE 1/16" = 1'-0"



C8 WEST ELEVATION
SCALE 1/16" = 1'-0"



A8 SOUTH ELEVATION
SCALE 1/16" = 1'-0"

EXTERIOR ELEV. GENERAL NOTES

1. REFER TO DIMENSION ELEVATIONS FOR MASONRY ACCENT LOCATIONS.
2. PROVIDE MASONRY CONTROL JOINTS AS SHOWN AND AT DOOR AND WINDOW LOCATIONS.
3. "T" SYMBOL INDICATES TEMPERED GLASS.
4. REFER TO BUILDING SECTIONS FOR ADDITIONAL MASONRY ACCENT INFORMATION.
5. ALL MATERIALS NOT LABELED ARE TYPICAL FOR ALL SIMILAR LOCATIONS. QUESTIONS SHALL BE REFERRED TO THE ARCHITECT.
6. CONTRACTOR SHALL REINSTALL NEW MATERIAL TO MATCH EXISTING AND ADJACENT CONDITIONS, INCLUDING BUT NOT LIMITED TO: MASONRY COURSE PROJECTIONS, WINDOW/DOOR FRAME SETBACKS, ETC.
7. PROTECT/SHIELD MASONRY UNITS & PROJECTIONS FROM MORTAR DROPPINGS DURING CONSTRUCTION.

ELEVATION CODED NOTES

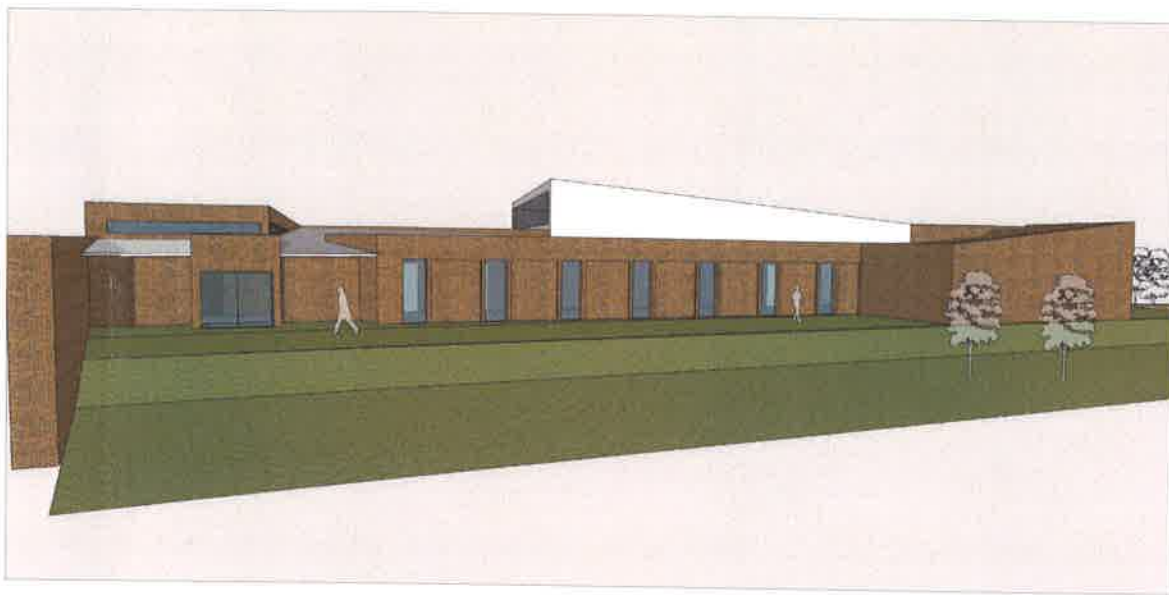
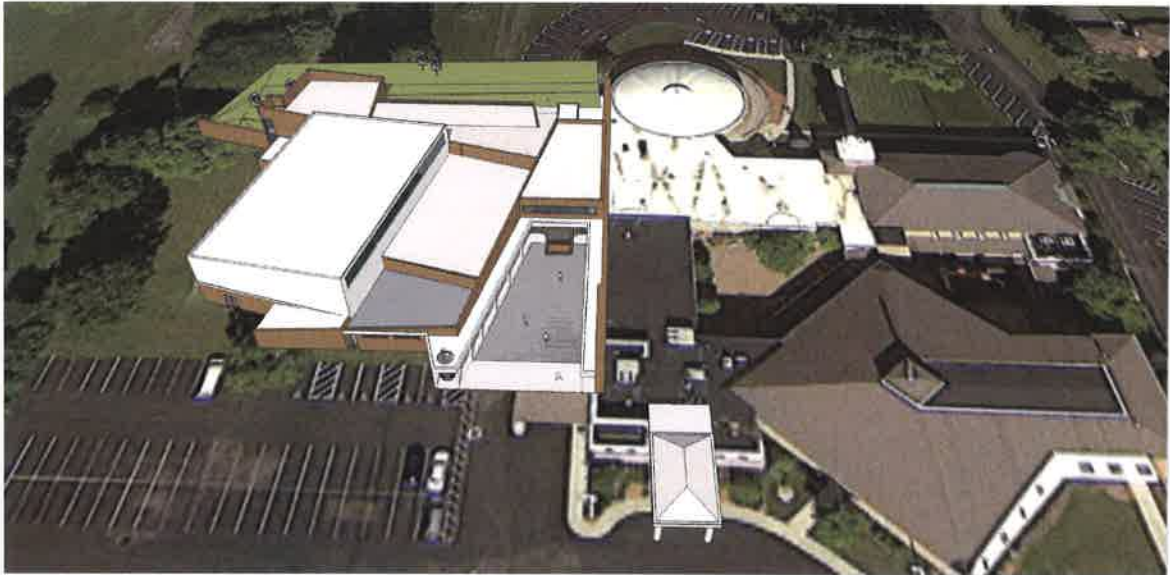
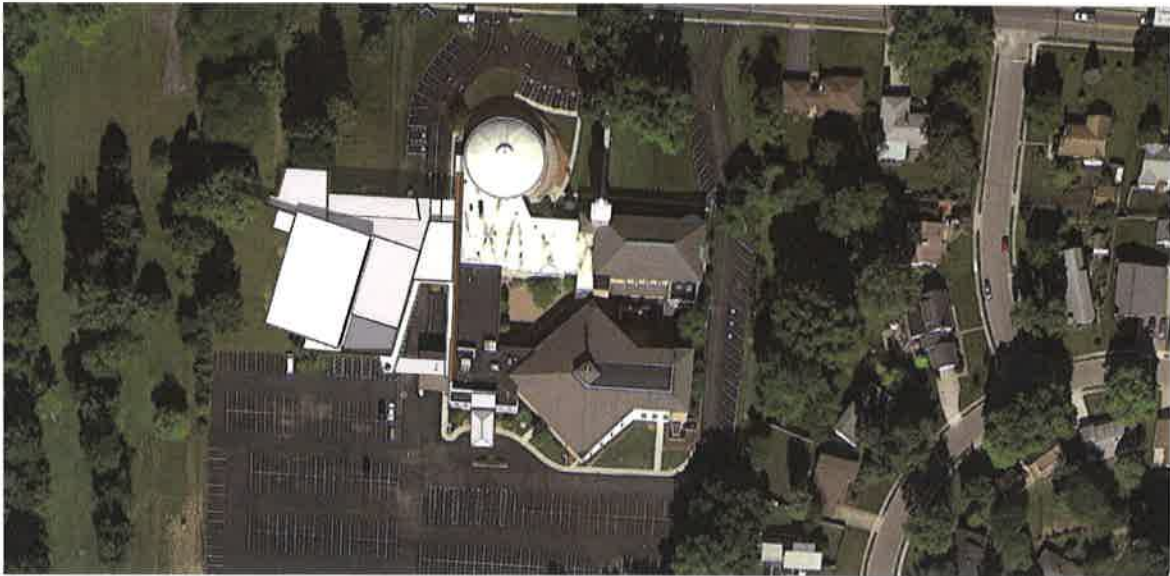
- 1) NEW DROP-OFF CANOPY WITH RELOCATED COLUMN SURROUNDS.
- 2) EIFS CORNICE AT NEW CANOPY TO MATCH EXISTING PROFILE.
- 3) CORNICE AT NEW WALKWAY CANOPY TO MATCH EXISTING PROFILE.
- 4) 12" DIAMETER GFRC COLUMN SURROUNDS AT WALKWAY CANOPY.
- 5) ALUMINUM STOREFRONT FRAMING / ENTRY SYSTEM AT NEW LOBBY.
- 6) FACE BRICK OVER 6" METAL STUD EXTERIOR WALL (R-19).
- 7) METAL COPING (12" WIDE).
- 8) 2" X 10" CLERESTORY WINDOWS (SILL AT 6'-8" AFF).
- 9) FACE BRICK OVER 6" CMU (T.O.M. AT 10'-0" AFF).
- 10) EIFS OVER 6" METAL STUD (R-19).
- 11) METAL COPING (8" WIDE).
- 12) ALUMINUM STOREFRONT (FIXED) WINDOWS.
- 13) PATCH EXISTING WALL AT REMOVED CANOPY - CONNECT CORNICE TRIM.

#	DATE	ISSUED WITH / CHANGE DESCRIPTION

PREPARED FOR:
**REYNOLDSBURG UMC
FAMILY LIFE CENTER**
REYNOLDSBURG, OHIO

KDG
Keiser Design Group
800 Cross Points - Gahanna, OH 43230
Phone: 614.654.9999 - Fax: 614.654.9990
www.keiserdesigngroup.com

KDG PROJECT # 2015-249	SHEET NUMBER
EXTERIOR ELEVATIONS	A2-1
PRICING SET	08.31.2015



FLOOR PLAN GENERAL NOTES

1. ALL DOORS SHALL BE 4" FROM ADJACENT WALL UNLESS NOTED OTHERWISE. CLOSET DOORS TO BE CENTERED IN CLOSET U.N.O.
2. ALL STUD WALLS TO BE 3 1/2" METAL STUDS @ 16" O.C. U.N.O. ALL DIMENSIONS TO INTERIOR WALLS ARE TO FACE OF STUD DIMENSIONS TO EXTERIOR WALLS ARE TO FACE OF SHEATHING.
3. REFER TO STRUCTURAL NOTES SHEET FOR GENERAL STRUCTURE INFORMATION.
4. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE NATIONAL, STATE AND LOCAL CODES AND REGULATIONS. CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS AT SITE.
5. BEFORE BEGINNING CONSTRUCTION, ANY DISCREPANCIES SHALL BE REPORTED IMMEDIATELY TO KEISER DESIGN GROUP IN WRITING FOR JUSTIFICATION AND/OR CORRECTION BEFORE PROCEEDING WITH WORK. CONTRACTORS SHALL ASSUME RESPONSIBILITY FOR ERRORS THAT ARE NOT REPORTED.
6. ALL DIMENSIONS SHALL BE READ OR CALCULATED AND NEVER SCALED. CONTRACTOR SHALL INSURE COMPATIBILITY OF THE BUILDING WITH ALL SITE REQUIREMENTS.
7. ALL WOOD, CONCRETE, AND STEEL MEMBERS SHALL BE OF A GOOD GRADE AND QUALITY AND MEET ALL NATIONAL, STATE, AND LOCAL BUILDING CODES WHERE APPLICABLE.
8. ALL ANGLED WALLS ARE 45 DEGREES U.N.O.

#	DATE	ISSUED WITH / CHANGE DESCRIPTION

PREPARED FOR	
REYNOLDSBURG UMC	
FAMILY LIFE CENTER	
REYNOLDSBURG, OHIO	



Keiser Design Group
800 Cross Pointe - Gahanna, OH 43230
Phone: 614 864 9999 - Fax: 614 864 9980
www.keiserdesigngroup.com

KDG PROJECT # 2015-249	SHEET NUMBER
MASSING STUDIES	
PRICING SET	08.31.2015

Planning Commission

April 7, 2016 Meeting

Due to the size
of the plans,
plans pertaining
to this packet
may be viewed
at the
City of Reynoldsburg
Department of Development.



**City of Reynoldsburg
Planning Commission
STAFF REPORT
April 7, 2016**

New Business

**1636 Graham Road – Reynoldsburg United Methodist Church – District
Amendment (Rezoning)**

Application: #172881 – District Amendment (Rezoning)

Location: Property is located on the east side of Graham Road between Palmer Road and Burkey Drive

Existing Zoning: S-1, R-2, R-3

Request: Request to amend the zoning district on a portion of the site to conform the zoning of the all the subject parcels to S-1 Special District

Current Use: Semi-public Use - Church

Applicant: Reynoldsburg United Methodist Church, c/o Scott Huber, 1636 Graham Road, 614-866-5864

BACKGROUND INFORMATION

Proposal

The applicant is requesting that the Commission review and recommend approval of a zoning district amendment to confirm all parcels at the subject site to S-1 Special District. This will allow the applicant to expand their existing church building to the south.

Existing Site & Context

The site consists of a 15.90AC area that is developed with an existing church building and associated improvements. The applicant is proposing to rezone 7 smaller parcels with an area of 6.5AC from their legacy residential zoning districts to S-1 Special District.

CONSIDERATIONS

1151.04 STANDARDS FOR PROPOSED DISTRICT CHANGES.

The Planning Commission and City Council shall give consideration to the following standards in making recommendations and taking action with regard to proposed district changes:

(a) The compatibility of the proposed zoning district and the features of the proposed development plan with the characteristics of the site and of the surrounding areas;

(b) The potential impacts of the proposed uses of the district in terms of traffic, storm water, utility demand, noise, and other impacts;

(c) The impacts of the proposed district and development plan on the health, safety, welfare, and morals of the community;

(d) The compatibility of the proposed district and development plan with the elements of local plans applicable to the area, to surrounding zoning districts, and to existing and planned land uses.

STAFF REVIEW

Building Architecture

Public Safety Forces

This proposed rezoning will not affect the requirements for public safety on the site. Planning Staff solicited comments from Truro Township Fire Department, who will also have input during the major site plan review.

Utilities

This proposed rezoning will not significantly alter the provision of water or sewer services to the site. The applicant provided calculations indicating how much water and sewer capacity they will require which has been evaluated by our Water/Wastewater Division. The applicant will have to provide detailed utility plans for review by City staff in conjunction with their major site plan and plot-grade-utility reviews.

Traffic & Parking

The applicant provided a preliminary traffic study which indicated that the number of new peak trips generated by the proposed development would not warrant additional infrastructure improvements at the cost of the applicant. The applicant provided a conceptual parking layout which shows adequate parking to accommodate the proposed building addition. Staff would like to note that some of the proposed parking appears to be within the 50FT required buffer for the residential properties to the south. The applicant should be aware that this may need to be modified during the major site plan review process.

Administrative

In conformance with Chapter 1155 of the Zoning Code, applicants for district amendments are required to submit a development plan, which becomes part of the rezoning text. That applicant has submitted a development plan for the proposed building addition for review by the Commission. Subsequent to approval of the zoning district amendment, major site plan review will be required.

STAFF RECOMMENDATION

The Commission should apply the standards for review of district amendments contained in Section 1151.04 of the Zoning Code and determine if the proposed use is compatible with the site and surrounding area. Staff recommends approval of the proposed district amendment. Staff feels that proposed district amendment will not significantly affect the provision of City service to the site, or its overall use.

NEXT STEPS

Provided the Commission approves the application, the next steps are as follows:

1. The application will then be referred back to City Council for two additional readings. Staff and the Clerk of Council will remind the applicant of the dates of those hearings.
2. The applicant should submit an application for major site plan review.
3. Following the approval of a major site plan, the applicant will need to contact the Service Department at 614-322-6810 to submit plans for plot-grade-utility review and approval. The Planning Administrator cannot issue a zoning certificate until a plot-grade-utility plan is approved.
4. Following the approval of a major site plan, the applicant will need to contact the Building Division at 614-322-6802 to submit building plans for review. The Building Division cannot issue permits until after the zoning certificate is issued.

Street/Stormwater Department**Keith Kundtz****614-322-5800 Phone****ORDINANCE REQUEST**

DATE: **May 9, 2016****TO:** **Finance Committee****RE:** ORDINANCE AUTHORIZING CITY AUDITOR TO REMOVE EQUIPMENT
FROM THE CITY'S FIXED ASSET LIST. (Second Reading 4/25/2016).

See attachment

Keith Kundtz**Street/Storm Water Superintendent****CITY OF REYNOLDSBURG****7806 EAST MAIN STREET****REYNOLDSBURG, OHIO 43068****(614)322-5800 voice****(614)575-4582 fax****KKUNDTZ@ci.reynoldsburg.oh.us**

MEMORANDUM

Date: 3/24/2016**TO: Reynoldsburg City Council****CC: Mayor Brad McCloud, Auditor Richard Harris, Service Director Bill Sampson****RE: Authorization to remove equipment from fixed asset list**

1. Asset # 1767 – 2001 Ford F550 dump truck. This was originally proposed to be given to the Parks and Recreation department last year. Before it was given to them the frame rusted and broke creating a safety concern. I would like to send this to the scrap yard and have the money returned to the street fund.

2. Asset #1346 – sno-way snow plow. This was bought and used with the truck listed above, it is rusted and broken. I recommend sending it the scrap yard with the truck and have the money returned to the street fund.

3. Asset #1768- Strobe lights originally purchased with the truck listed above. These have no value and should be disposed of.

4. Asset #1348 – sign cutter / plotter. This piece of equipment was purchased in 1996 and replaced in about 10 years ago. I'm not sure if it works or has much of a value given its age. I recommend it be disposed.

5. Asset #1431 – Listed as an 18ft utility trailer for the storm water department is duplicated on the asset list. The correct trailer number is (1419). I recommend that #1431 be taken off the list.

Attachment: 2016 asset list (1362 : Remove Equipment from the Fixed Asset List)